



**City Commission Agenda**  
**Civic Center, 2 Park Drive South, Great Falls, MT**  
**Commission Chambers Room 206**  
**January 2, 2018**

**CALL TO ORDER 7:00 P.M.**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**SWEARING IN**

Swearing In - Neighborhood Council Members.

**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. Appointments, Great Falls Citizen's Council (Council of Councils).
3. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

4. Appointment, City-County Board of Health.
5. Appointments, Ethics Committee.
6. Final Plat of West Ridge Addition Phase VIII, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, MT.  
*Action: Approve or deny the final plat of West Ridge Phase VIII. (Presented by Craig Raymond)*
7. Miscellaneous reports and announcements from Boards and Commissions.

**CITY MANAGER**

8. 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.*

9. Minutes, December 19, 2017, City Commission Meeting.

10. Contracts List.
11. Total Expenditures of \$3,362,200 for the period of November 30, 2017 through December 20, 2017, to include claims over \$5,000, in the amount of \$1,754,028.
12. Reschedule Commission Meeting Date from November 6, 2018 to November 7, 2018.
13. Approve the declaration of equipment as surplus.
14. Approve the purchase of one new 2018 Autocar ACX64 tandem axle truck with new Heil PT 1000 25-yard rear load refuse packer to Kois Brothers Equipment Company Inc., of Great Falls for \$218,900, including trade-in, through NJPA (National Joint Powers Alliance).
15. Approve Final Payment for the Miscellaneous Drainage Improvements NW Side Alleys Phase 1, in the amount of \$50,652.16 to Geranios Enterprises LLC, and \$511.64 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
16. Approve Professional Services Agreement with Robert Peccia & Associates in the amount of \$95,860, for the preparation of the Great Falls Area Long Range Transportation Plan Minor Update.
17. Award a contract in the amount of \$565,000.00 to Planned and Engineered Construction Inc. (PEC) for the Sanitary Sewer Trenchless Rehabilitation, Phase 20, and authorize the City Manager to execute the construction contract documents.

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

## **PUBLIC HEARINGS**

18. Resolution 10219, Conditional Use Permit for a “Construction Material Sales” land use upon the property at 1800 Northwest Bypass.  
*Action: Conduct public hearing and adopt or deny Res. 10219 subject to the applicant fulfilling the listed Conditions of Approval. (Presented by Craig Raymond)*
19. Resolution 10220, Conditional Use Permit for a “Contractor Yard, Type II” land use upon the property at 611 8th Avenue North.  
*Action: Conduct public hearing and adopt or deny Res. 10220, subject to the applicant fulfilling the listed Conditions of Approval. (Presented by Craig Raymond)*

## **OLD BUSINESS**

## **NEW BUSINESS**

20. Agreement Between City of Great Falls and Montana Public Employees' Association, Inc. (MPEA)  
*Action: Approve or deny the labor agreement. (Presented by Gaye McInerney)*

## **ORDINANCES/RESOLUTIONS**

21. Resolution 10226, to Amend Resolution 10197, Extending the Effective Period for nuisance abatement to July 2, 2018 for property located at 2612 1st Avenue South.  
*Action: Adopt or deny Res. 10226. (Presented by Craig Raymond)*

## **CITY COMMISSION**



22. Appointment, Mayor Pro-Tempore.
23. Miscellaneous reports and announcements from the City Commission.
24. 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:** Appointments, Great Falls Citizen's Council

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint two members of the City Commission to serve on the Great Falls Citizen's Council for 2018.

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**Suggested Motion:**

1. Mayor moves:

"I move that the City Commission appoint \_\_\_\_\_ and \_\_\_\_\_ to serve on the Great Falls Citizen's Council also known as Council of Councils for one-year terms ending on December 31, 2018."

-Or-

"I move that the City Commission appoint \_\_\_\_\_ and \_\_\_\_\_ to serve on the Great Falls Citizen's Council also known as Council of Councils for the January 31, 2018 meeting; appoint \_\_\_\_\_ and \_\_\_\_\_ to serve on the Council for the May 22, 2018 meeting; and appoint \_\_\_\_\_ and \_\_\_\_\_ to serve on the Council for the October 23, 2018 meeting."

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

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**Staff Recommendation:**

It is recommended that the Mayor appoint two members from the City Commission to serve as the Commission's representatives for the Great Falls Citizen's Council in accordance with Title 2, Chapter 19, Section 090 the Official Code of the City of Great Falls (OCCGF).

**Summary:**

Pursuant to the Charter of the City of Great Falls, the Neighborhood Council program was established by Ordinance 2727 in 1997. There are nine separate Council districts throughout Great Falls.

The Great Falls Citizen's Council was created to act as a forum to address issues of community wide concern and resolve disputes among the individual neighborhood councils. The members of the Council are comprised of one member from each neighborhood council and two members of the City Commission who shall be appointed by the Mayor. The Council meets three times a year, usually in January, May and October. The tentative meeting dates for 2018 are January 31, May 22 and October 23.



**Item:** Appointment to City-County Board of Health

**From:** Commissioner Bill Bronson

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint new Mayor's representative to the City-County Board of Health

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**Suggested Motion:**

1. Commissioner moves,

"I move that the City Commission appoint \_\_\_\_\_ to the City-County Board of Health as the Mayor's representative, effective January 2, 2018."

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

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**Summary:**

Pursuant to a Memorandum of Understanding adopted in 1975, the Board of Health consists of seven members: two appointed by the City Commission (one of whom is either the mayor or a sitting commissioner); two appointed by the County Commission (one of whom is a county commissioner); the Great Falls Superintendent of Schools; a representative of the local medical association; and a representative of the local dentist's association. Commissioner Bronson has served as the mayor's representative since January 3, 2012. He would like to be relieved of this appointment. Commissioner Owen Robinson has expressed interest in assuming this appointment.

The City Commission appointed Peter Gray to serve as a City Representative during the December 15, 2015 Commission Meeting. Mr. Gray's term is effective January 1, 2016 through December 31, 2018.



**Item:** Appointments, Ethics Committee

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint three members to the Ethics Committee

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission appoint \_\_\_\_\_ for an initial three year term, appoint \_\_\_\_\_ for an initial two year term and appoint \_\_\_\_\_ for an initial one year term”

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

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**Summary:**

In order to stagger the terms for the members of the Ethics Committee, the first appointee will serve an initial term of three (3) years, the second appointee shall serve an initial term of two (2) years, and the third appointee will serve an initial term of one (1) year.

**Background:**

The Ethics Committee was established through Ordinance 3169 and adopted by the City Commission on October 17, 2017. The purpose of the Committee is to ensure that all City officers and employees are performing their duties in compliance with the provisions of Montana Code Annotated, Title 2, Chapter 2 and the provisions of the Official Code of the City of Great Falls (OCCGF) Title 2, Chapter 21.

Committee members must be qualified electors and residents of the City. Members cannot be City employees and as reasonably possible, the members should have experience and or training in Public administration, Governmental operation, Political practices or legal practice. The Committee does not have a regular meeting schedule.

**2.21.100 Committee duties**

The Committee shall meet and be presented testimony regarding matters referred to it. Based on the

information and testimony presented, the Committee shall:

A. Make a written finding, filed with the City Clerk, as to whether there is an appearance of a violation of any provision on Mont. Code Ann. Title 2, Chapter 2, or a violation of this chapter;

B. Make a written finding, filed with the City Clerk, as to whether the appearance of a violation rises to a level of an actual violation; and

C. Make a written recommendation, filed with the City Clerk, in consultation with the City Attorney's Office, as to the correct course of action to eliminate any violation and/or reduce the appearance of any violation.

The Committee shall meet on an as needed basis after referral of an issue. Generally the Committee shall meet on the first Wednesday of the month after a matter has been referred to it.

**Alternatives:**

The Commission could appoint one or more applicants to the Committee or they could direct staff to readvertise for additional citizen interest.

ATTACHMENTS:

- Applications for Ethics Committee



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

RECEIVED


DEC 14 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: CITY OF GREAT FALLS ETHICS COMMITTEE		Date of Application: 14 DEC. 2017
Name: JOHN HACKWITH		
Home Address: 3025 5TH AVE. S.		Email address: jphboats@YAHOO.COM
Home Phone: (406) 454-3777	Work Phone: (406) 781-8223	Cell Phone: (406) 781-8223
Occupation: LAW ENFORCEMENT	Employer: U.S. GOVERNMENT	
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: US. NAVY SPECIAL WARFARE COMBAT CREWMAN - US NAVY INTELLIGENCE SPECIALIST - EMT - MONTANA STATE TROOPER 6+ YEARS - SWORN FEDERAL OFFICER 9+ YEARS - STRONG TIES TO GREAT FALLS, BORN IN OLD DECONES HOSPITAL 1972.		
Educational Background: U.S. NAVY/MARINE CORPS INTELLIGENCE TRAINING CENTER MONTANA HIGHWAY PATROL ACADEMY - EMT COURSE FEDERAL LAW ENFORCEMENT TRAINING CENTER		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: SEE PG. 3		
Previous and current public experience (elective or appointive): SEE PG. 3		
Membership in other community organizations: SEE PG. 3		



Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? <i>SEE PG. 3</i>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <i>SEE PG. 3</i>	
Additional comments: <i>SEE PG. 4</i>	
Signature 	Date: <i>14 DEC. 2017</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



City of Great Falls Ethics Committee  
Addendum to application  
John Hackwith

**Previous and current service activities:**

I am a Navy veteran. Before my Law Enforcement career, I spent 6 years in the U.S. Navy in Special Warfare as a Special Warfare Combat Crewman (SWCC). My Navy Rating designation was that of Intelligence Specialist which included adjudication and maintenance of a level 4, Top Secret, SCI (Sensitive Compartmented Information) security clearance. This involved an extensive background investigation spanning over 9 months.

**Previous and current public experience (elective or appointive):**

I have worked as a sworn Law Enforcement Officer for just under 16 years, both at the State and Federal levels. I was a Montana State Trooper from 2001 to 2007, and a Federal LEO from 2007 to 2016. A line of duty injury caused me to leave Law Enforcement before I intended to do so.

**Membership in other community organizations:**

I have maintained a level of service to the Great Falls community from an early age. During my teenage years I spent 5 years as a Civil Air Patrol Cadet. In my twenties, I joined the Elks Lodge. I served a term on the GFSSC Public Relations Committee. Although not a board member, in recent years, I have lent my efforts and support to the Police Community Foundation in preparation for their annual gala.

**Please describe your interest in serving on this board/commission?**

I believe I would bring a unique perspective to this committee. Having served as a Law Enforcement Officer for the lion's share of 16 years, I have a great deal of experience observing, evaluating, predicting, and restraining human behavior. In fact, those abilities were a matter of day to day survival. Police officers are not trained or expected to simply read, interpret and apply the law. Anyone who can read can do that. Police officers are empowered and expected to evaluate the facts and circumstances of each individual situation, and then arrive at a lawful and just resolution to that particular situation. Every set of facts has its own merits and peculiarities, and must be evaluated accordingly in order to ensure that the outcome is not only compliant with policy and law, but also just, under the circumstances. In short, do the right thing, at the right time, for the right reasons.

**Please describe your experience and/or background which you believe qualifies you for service on this board/ commission?**

As a Special Warfare Combat Crewman I had to interpret and follow very specific rules of engagement and observe very strict mission parameters. As a U.S. Navy Intelligence Specialist, I was entrusted with the highest levels of classified and compartmented information. As a Law Enforcement Officer, I was expected to know, interpret, and apply the law, and maintain the "higher standard" of conduct expected of those wearing the uniform. I was also charged with maintaining the privacy and dignity of the people with whom I dealt professionally. I am also a Law Enforcement Firearms and Use of Force Instructor. In this capacity I was responsible for training and evaluating those in my detachment on the proper application of force in the accomplishment of lawful objectives.



**Additional comments:**

I would like to take this opportunity to be very candid about my approach to this committee. As the City of Great Falls Ethics Committee is being newly formed, and given the unpredictable nature of the subject matter, it will be very important that this first group of committee members be very measured in their approach to this endeavor. No one can know what lies in store for those selected so it will be necessary to have people in place who are able to see and adapt to the totality of the circumstances being evaluated. In legal parlance, "you change the facts, we change our answer". Historically, these type of "watch dog" committees attract three types of people. Those who want to be a part of something powerful and who then, very quickly become engrossed in their own sense of power and importance. Those who have an ax to grind, and say things like "We're going to hold those people's feet to the fire". Finally those who have a deep and abiding love for their community and really do want to make their little corner of the world a better place. People with an esoteric agenda will only cause this committee to lose credibility, and fail before it ever gets started.

It will be very important to define the structure of the committee before any ethical issues can be taken on for evaluation. It is probable that much of what I am about to go into has already been considered and addressed. Nevertheless, some important questions need to be answered. To what standard will the committee itself be held? Who watches the watchers? What will be the triggering mechanisms to initiate action by the committee? What actions will the committee be asked to take? What is the ultimate goal of this committee? Is it to be investigative, punitive, to issue recommendations, or some combination of all or some of these? What will the privacy mandates be? What will be the rights of the people being reviewed? We will, after all, not be evaluating ethical issues, but instead evaluating the actions of people, people with families, lives, and careers. I do not intend to sound as though I disagree with the formation of this committee, quite the opposite in fact. Any time taxpayer money is at stake, the highest level of fiduciary responsibility should be adhered to. I simply intend to convey that the formation of this new entity within our city government must be undertaken with measured deliberation, and it's goals, intent, and constraints predetermined.

This new committee has the potential to be a strong force for good in our community. That said, I would like to address the subject of power. It is very easy to become enamored of one's own power. In the words of the mid 19<sup>th</sup> century politician Lord Acton, "Power corrupts and absolute power corrupts absolutely". As this committee is being formed to address issues of ethics, its members will have to grapple with a number of gray areas. Ethical violations are not crimes. Crimes can also be ethical violations, so there will be a level of overlap in those situations. However, in situations where there has been no crime committed, the rules of criminal procedure will not apply. At that point everything becomes administrative, and administrative rules are far more pliable than law. My overarching point is that we will have to guard against the unintended consequence of creating a group of three people, whom nobody elected, who then become the self appointed thought and private life police of every city employee. I do not necessarily presume this will happen, and I realize it sounds like the nightmare scenario. The fact is, that when the rules are ambiguous, or worse nonexistent, and power is left to its own devices, power will always seek more power. If we do this right, and treat the formation of this committee with the forethought and deference that it by its nature deserves, then we have an opportunity to be a real force for good to the citizens of Great Falls. If we fail in that forethought and deference, then we will be creating an Ethics Committee that is either so impotent that its very existence is mere window dressing, or one that becomes the nightmare scenario of which I previously spoke.



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NOV 29 2017


CITY MANAGER



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: <b>Ethics Board</b>		Date of Application:
Name: <b>Carmen Roberts</b>		
Home Address: 3206 1st Ave N Great Falls MT, 59401		Email address: <b>crobertsmt@gmail.com</b>
Home Phone: <b>n/a</b>	Work Phone: <b>406-771-4392</b>	Cell Phone: <b>406-750-6235</b>
Occupation: <b>Manager, Finance and Operations</b>		Employer: <b>Great Falls College Montana State University</b>
Would your work schedule conflict with meeting dates?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Meeting schedule wasn't posted, but I have a flexible work schedule that would allow me to attend meetings.		
Related experiences or background: I have a firm understanding state and local government (I teach US Government as an adjunct instructor at Great Falls College); My current job requires compliance with numerous budgetary and procurement regulations, as well as ensuring compliance across campus.		
Educational Background: Master of Public Administration, University of Montana, 2017 BA History, University of Montana, 1998 BA Political Science, University of Montana, 1998		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <b>Merit Badge Counselor, Boy Scouts of America</b>		
Previous and current public experience (elective or appointive): <b>Currently serving on GFPS Elementary Redistricting Committee</b>		
Membership in other community organizations: <b>Boy Scouts of America Project Linus</b>		

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 checked="" type="checkbox"/> No <input type="checkbox"/> If yes, which board? Great Falls Public School Redistricting Committee	
Please describe your interest in serving on this board/commission? Multiple studies have shown that people generally don't trust or like the federal government, but they have a positive view of their local government officials. This board was created to help the people of Great Falls feel confident in our elected officials and public workers and I would really like to be a part of that process.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? My educational background in political science and public administration have given me a good understanding of how government functions effectively and what the challenges can be. In addition, my experience as a public employee at Great Falls College MSU has given me first-hand experience in the challenges facing public employees and agencies.	
Additional comments:	
Signature 	Date: 11/20/17

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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Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net






**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: <i>ETHICS COMMITTEE</i>		Date of Application: <i>DEC 14, 2017</i>
Name: <i>CARL E. ROSTAD</i>		
Home Address: <i>3513 HUCKLEBERRY DR GREAT FALLS MT 59404</i>		Email address: <i>Carl.rostads6@gmail.com</i>
Home Phone: <i>(406) 727-5354</i>	Work Phone:	Cell Phone: <i>(406) 781-5951</i>
Occupation: <i>RETIRED</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>CAREER FEDERAL PROSECUTOR W/ 20 YEARS IN MANAGEMENT POSITIONS</i>		
Educational Background: <i>B.A. - MONTANA (1977) J.D. - UNIV. OF PUGET SOUND (1979)</i>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities:		
Previous and current public experience (elective or appointive): <i>1982 - 2016 ASSISTANT U.S. ATTORNEY (ALISA), DISTRICT OF MONTANA, U.S. DEPT OF JUSTICE 1996 - 2009 CHIEF OF CRIMINAL DIVISION - ZUSAO MT 200 - 2014 FIRST ASST U.S. ATTORNEY 2014 - 2016 EXECUTIVE ASST U.S. ATTORNEY</i>		
Membership in other community organizations: <i>DIST CHAIRMAN; BOY SCOUTS OF AMERICA - MONTANA COUNCIL CM RUSSELL MUSEUM. BOARD OF DIRECTORS GREAT FALLS SYMPHONY ASSN. BOARD OF DIRECTORS</i>		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? <i>ALTHOUGH I MAY BE MISTAKEN, I DOUBT THERE ARE A LOT OF PEOPLE WHO HAVE EXTENSIVE FAMILIARITY WITH GOV'T ETHICS. I HAVE DEALT WITH THOSE ISSUES FOR YEARS AND BELIEVE I CAN CONTRIBUTE. AND I WAS ASKED TO APPLY.</i>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <i>SEE ABOVE. SEE COVER LETTER</i>	
Additional comments:	
Signature 	Date: <i>Dec 14, 2017</i>

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**Return this form to:**

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

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net



**Carl E. Rostad - 3513 Huckleberry Dr. - Great Falls, Montana 59404**

**(406) 727-5354**

**RECEIVED**

**DEC 14 2017**

**CITY MANAGER**

December 14, 2017

Mayor Bob Kelly  
Great Falls City Commission  
P.O. Box 5021  
Great Falls, MT 59403

(Hand delivered)

*Re: City Ethics Committee – Application for Appointment*

Dear Mayor Kelly and Members of the Commission:

Please accept this letter as my application for a position on the City of Great Falls' Ethics Committee.

As you may recall, I recently retired after 34 years in the U.S. Attorney's Office (USAO) in the District of Montana. During my tenure with that office I received extensive training, including annual mandatory training, in governmental ethics. I was also the Chief of the Criminal Division for 13 years, the First Assistant U.S. Attorney for four years, and the Executive Assistant U.S. Attorney for three years. In all of these management positions I dealt with ethics issues, provided training, and handled disciplinary matters involving violations of Department of Justice or USAO policies and protocols. On the federal level, government employees are held to the ethical standards and requirements of Title 5 of the Code of Federal Regulations. I have reviewed Title 2 of the Montana Code Annotated (MCA) and find most provisions entirely consistent with the federal regulations with which I am very familiar.

Therefore, if the City can use this expertise on the new Ethics Committee, please know that I would be honored to serve our community as a member of that committee.

With Best Regards,

  
Carl Rostad



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

RECEIVED


DEC 12 2017

CITY MANAGER

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: OF Ethics Committee		Date of Application: 12-12-17	
Name: Dr. Katrina Stark			
Home Address: P.O. Box 7004 / 2725 Carmel Dr.		Email address: stark@mt.net	
Home Phone: 454-2196	Work Phone: 791-5332	Cell Phone: 781-2362	
Occupation: College Professor		Employer: U. of Providence	
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: Part of the business curriculum I teach is ethics -			
Educational Background: BA, M.S., D.M.			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities: I served on the Historic Preservation Committee (approx. 2000)			
Previous and current public experience (elective or appointive):			
Membership in other community organizations: Unlicensed referee for USA Hockey			



Have you ever worked for or are you currently working for the City of Great Falls? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, where and when? <i>I worked in Community Development 2004-2006</i>	
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 checked="" type="checkbox"/> No <input type="checkbox"/> If yes, what board and when did you serve? <i>Historic Preservation +/- 2000</i>	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? <i>While we seem to have ethical practices in the CoGF, an oversight board on the appearance of ethical issues is critical for the City's transparency</i>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <i>Please see previous relating to background -</i>	
Additional comments:	
Signature 	Date: <i>12-12-17</i>

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Great Falls, MT 59403

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net



**Item:** Final Plat of West Ridge Addition Phase VIII, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, MT.

**From:** Erin Borland, Planner II

**Initiated By:** West Ridge Development, Owner

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

**Action Requested:** City Commission approve the final plat of West Ridge Phase VIII and the Findings of Fact.

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**Suggested Motion:**

1. Commission moves:

“I move that the City Commission (approve/deny) the final plat of West Ridge Phase VIII as legally described in the staff report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

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**Staff Recommendation:**

At the conclusion of a public meeting held on December 12, 2017, the Planning Advisory Board recommended the City Commission approve the final plat of West Ridge Phase VIII, subject to the following conditions:

**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, as provided for in Ordinance 3151.

**5. Subsequent modifications and additions.** If, after establishment of townhomes, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning 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.

**Summary:**

The subject property is located in the vicinity of 2nd Street Northeast and Choteau Avenue Northeast. The property is ±4.91 acres and will be known as West Ridge Addition, Phase VIII. The City Commission approved annexation of the whole property, assigning R-3 Single-family high density zoning, on August 18, 2015. The City Commission further approved the rezone of the property to Planned Unit Development (PUD) to allow 2-unit townhomes and single family homes on February 21, 2017.

After the applicant received approval for the 2-unit townhome allowance, a request was filed for an 18-lot Preliminary Subdivision Plat to develop Phase VIII of the subdivision. This request was approved by the Planning Advisory Board at the October 17, 2017, public hearing and then subsequently approved by the City Commission at their November 7, 2017, public hearing. The applicant is now requesting Final Subdivision Plat approval in order to sell the 18 lots and initiate the construction process.

**Background:**

**Final Plat Request:**

Phase VIII of West Ridge Addition is proposed to include both 2-unit townhomes as well as single family homes. In addition to the 18 lots, this phase will involve dedication of two public streets - Choteau Avenue Northeast and 2nd Street Northeast. The lots on the proposed final plat for the western portion of Phase VIII would range in size from ±8,385 square feet to ±8,439 square feet. Phase VIII will also propose two single family lots that are approximately ±11,000 square feet to the east of 2nd Street Northeast.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, Planning Board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of Mont. Code Ann. §76-3-608. The governing body shall issue written findings of fact that weigh the criteria in of Mont. Code Ann. §76-3-608 (3), which are attached as Findings of Fact – Subdivision.

**Improvements:**

Roadways: The Owner has connected Phase VIII of the subject property to existing City roadways by

extending 2nd Street Northeast to the limits of Phase VIII and dedicating Choteau Avenue Northeast as part of the phase. It is recommended that the west end of Choteau Avenue have a temporary gravel surfaced cul-de-sac turnaround installed to facilitate public safety access. A modified easement may be required from the owner of the neighboring Thaniel Addition subdivision for the turnaround. Boulevard style sidewalks will be constructed along each lot frontage at the time of home construction, and it will connect to the existing sidewalk network. No changes to the road or sidewalk network are being proposed with this application.

As reviewed in the previous rezone of the property, the increase in lots for the subdivision the will not have a significant impact on traffic in this area or the existing transportation network. The proposed roadway layout will have sufficient capacity to accommodate traffic generated by the proposed increase in density.

Utilities: The on-site utility 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 include water, sanitary sewer, and stormwater management. These improvements will be installed at the Owner's expense in accordance with the requirements of the OCCGF and the attached Improvement Agreement.

Stormwater Management: The Improvement Agreement for West Ridge Addition outlines the Owner's permanent and temporary stormwater management requirements in sections 12.4 and 20. This agreement is attached for reference. The Owner has worked with the City Public Works and Planning and Community Development Departments and the owner of Thaniel Addition for the general location of a future regional stormwater management facility immediately north on the adjacent property. In the interim period, the Owner will be required to provide temporary stormwater management facilities as well as begin the installation of a piped storm drainage system with this phase.

Neighborhood Council Input: The subject property is located in Neighborhood Council #3. The Owner presented information to Council #3 on September 7, 2017, and the Council voted in favor of the project.

**Fiscal Impact:**

The subject property has already been annexed, so services are already being provided by the City, and the cost of infrastructure improvements are being covered by the Developer per the agreed upon terms of the Improvement Agreement. The final plat provides an increase in lots, which increases the City's tax base and increases 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.

**Concurrences:**

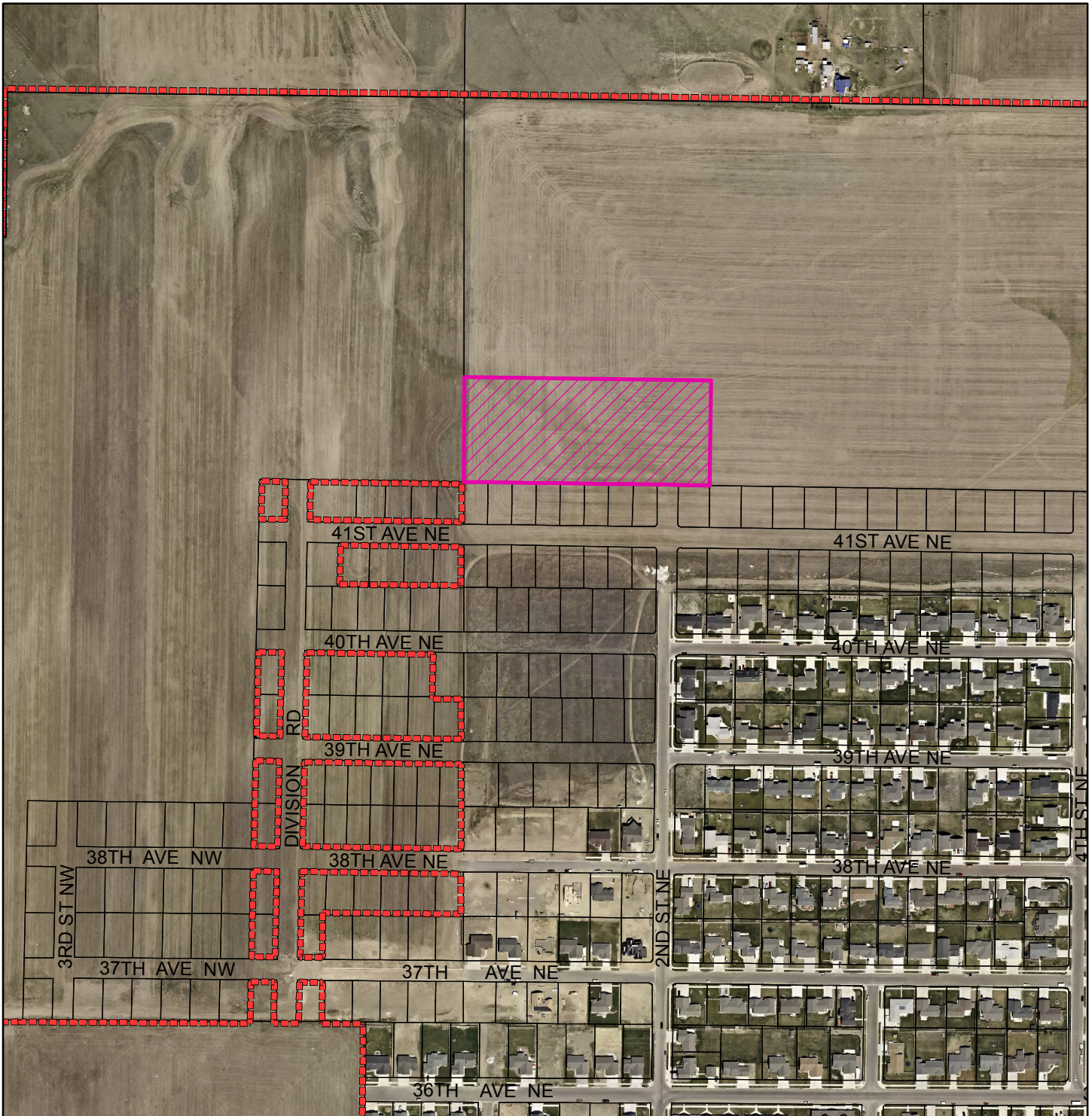
Representatives from the City's Public Works, Police, Park and Recreation, and Fire Departments have been involved throughout the review and approval process for this project.

ATTACHMENTS:

- ▣ Aerial Map
- ▣ Zoning Map
  
- ▣ Findings of Fact - Subdivision
- ▣ Final Plat - Phase VIII
- ▣ Ordinance 3151



# AERIAL MAP

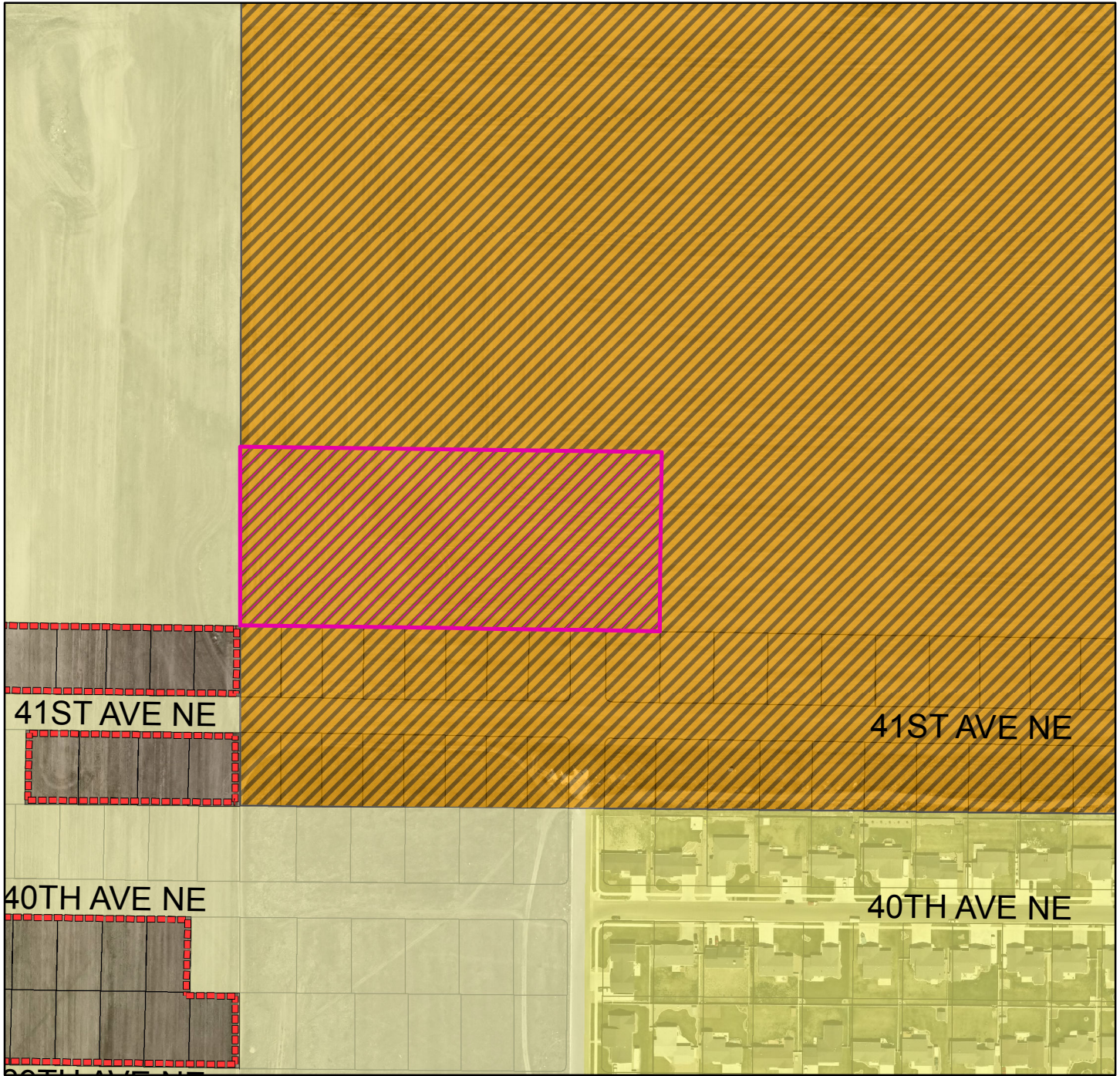


- City Limits
- ▨ Subject Property
- ▭ Tracts of Land

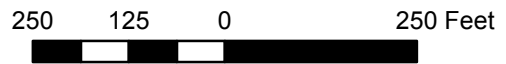




# ZONING MAP



- City Limits
- West Ridge Phase VIII
- Extension of 13th Ave S
- East Ridge Addn Phase 5
- Tracts of Land
- R-2 Single-family Medium Density
- R-3 Single-family High Density
- PUD Planned Unit Development



## FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT

Preliminary Plat of West Ridge Addition, Phase VIII, of Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 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 subject property was used for land crop production prior to annexation. The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder's office on September 3, 2015, record # R0311745 GFA, allowed current agricultural uses to continue on the portions of the subject property that are not being actively developed in Section 21. Agricultural use in the immediate vicinity has decreased due to residential development. There is not an agricultural water user facility in the area that the proposed development will impact. The subject property is in the City limits in a developing neighborhood, and the subdivision does not interfere with agricultural operations in the area.

**Effect on Local Services:** Lots in the subdivision will extend and connect to City water and sewer mains. The Owner will pay per lot fees for sanitary sewer, water service and stormwater maintenance. The occupants of the residences within the subdivision will pay regular water and sewer charges, and monthly storm drain charges. There will also be an annual park fee which will go towards improvements and maintenance of the neighborhood park dedicated by the Thaniel Addition Major Subdivision. Additionally, Section 17.68.040.B of the Official Code of the City of Great Falls requires the Owner provide a security that will allow the City to contract for and complete the required improvements if the Owner fails to do so.

The nearest fire station is ±2 miles away from Phase VIII. This subdivision is 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 will assist with increased costs.

The Owner will have the responsibility to install curb, gutter, boulevard style sidewalks and paved roadways within the subdivision. The Owner paid its proportional share, 30%, of the cost of an area wide traffic study that will examine the impacts of recently approved development in West Ridge, Thaniel and other projects. The Improvement Agreement outlines more specific information on how the Owner will be required to address the effects on local services.

**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 primarily flows to the northwest of the subject property, with a smaller portion flowing due north. The dedication of a natural drainage area on the Thaniel Addition property for parkland and a detention pond will preserve a portion of the natural drainage in the area



from adjacent properties. However, stormwater drainage will ultimately be managed in a regional stormwater detention facility immediately north of the Thaniel Addition. It is expected that any excess surface runoff will flow into the temporary storm drainage area. Stormwater plans still require approval by Public Works prior to construction.

**Effect on Wildlife and Wildlife Habitat:** The subdivision creates the northernmost edge of the City limits. There is existing development to the east and south, 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, nor to public lands.

**Effect on Public Health and Safety:** Based on available information, the subdivision is not subject to abnormal potential natural hazards such wildfire, avalanches or rockslides; however, the drainage basin in which the subject property is located has experienced flooding in the past. Installation of effective storm drainage facilities as reviewed and approved by the City Public Works Department and MDEQ at the time of development will prevent a reoccurrence of said flooding events.

#### **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**

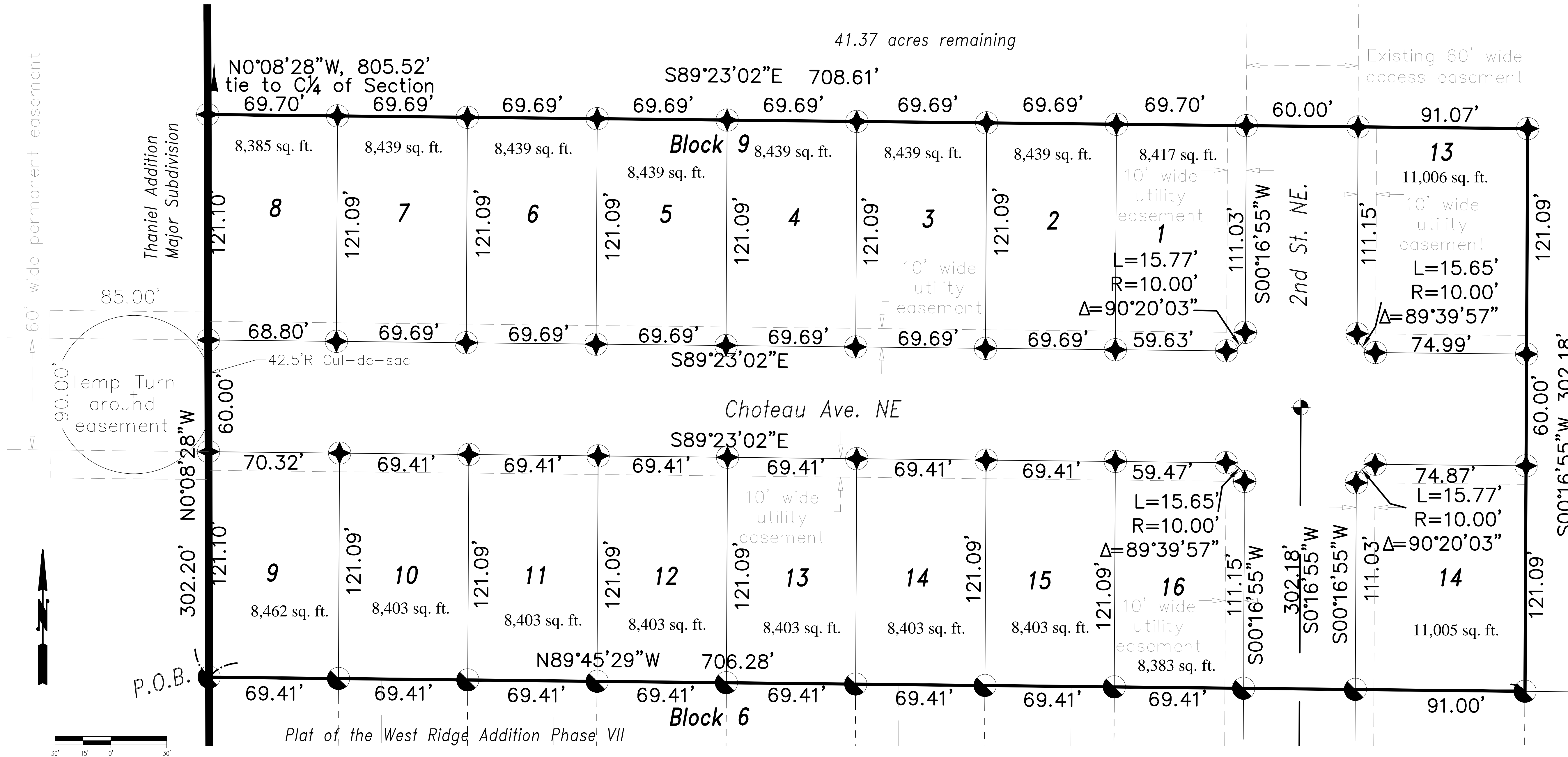
The developer shall provide necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve all lots of the subdivision.

#### **LEGAL AND PHYSICAL ACCESS**

The grid pattern established by the adjacent neighborhoods to the south is continued on the subject property. The Owner agrees to the dedication and installation of Choteau Avenue NE and a portion of 2nd Street NE. These will be public right-of-ways maintained by the City of Great Falls after construction is completed and after final acceptance of the improvements by the City.

# Final Plat of the West Ridge Addition, Phase VIII of the Peretti Addition Tract 2

located in the SE1/4 Section 26, Township 21 North,  
Range 3 East, P.M., Cascade County, Montana



## Legend

**Bearing/Distance found this survey.**  
**Bearing/Distance from deeds or previous survey**

- ◆ To be set within 240 days, a 5/8" rebar & aluminum cap: marked "Kendall 18576"
- Found 5/8" rebar & aluminum cap: marked "Kendall 18576"
- ◆ To be set within 240 days, Street Monument: marked "Kendall"

P.O.B. = Point of Beginning

## Area Summary:

Block 6	Lots 9-16	Zoning PUD	67,167 sq. ft.
Block 8	Lot 14	Zoning PUD	
Block 9	Lots 1-8	Zoning PUD	
Block 10	Lot 13	Zoning PUD	
Total lots	18		
Roads			33,313 sq. ft.
Total Area	4.91 Acres or		213,789.74 sq. ft.

## Certificate of County Treasurer

I, \_\_\_\_\_, Treasurer of Cascade County, Montana do hereby certify that I have examined the records covering the areas included in **Plat of West Ridge Addition, Phase VIII of Peretti Addition Tract 2**, located in the City of Great Falls, Cascade County, Montana, and find that the taxes in same have been paid for the past five years.  
Tax Parcel #0002579105.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
\_\_\_\_\_  
County Treasurer, Cascade County, Montana

## Certificate of Public Works Director

I, Jim Rearden, Public Works Director of the City of Great Falls, Cascade County, Montana do hereby certify that I examined the accompanying Plat and the survey it represents and I found that the same conforms to the regulations governing the platting of lands and to presently platted adjacent land, as near as circumstances will permit and I hereby approve the same.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
\_\_\_\_\_  
Public Works Director

## Certificate Dispensing with Park or Playground

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 no cash donation or dedication of any park or playground is required in the **Plat of West Ridge Addition, Phase VIII of Peretti Addition Tract 2**, located in the City of Great Falls, Cascade County, Montana in accordance with Section 76-3-621(3), M.C.A.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
\_\_\_\_\_  
Gregory T. Doyon, City Manager

## Certification that adequate storm water drainage and adequate municipal facilities will be provided

I, Gregory T. Doyon, City Manager of the City of Great Falls, Cascade County, Montana do hereby certify that adequate storm water drainage and adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the above described property, namely the said facilities of the City of Great Falls, Cascade County, Montana, and this certificate is made pursuant to section 76-4-127, M.C.A., and under the provisions of 76-4-125(2)(d), M.C.A., permitting the Clerk and Recorder of Cascade County, Montana to record the accompanying plat.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
\_\_\_\_\_  
Gregory T. Doyon, City Manager

## Certificate of Final Plat Approval

The City Commission of the City of Great Falls, Cascade County, Montana does hereby certify that it has examined this Amended Plat and, having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.  
By: \_\_\_\_\_  
Gregory T. Doyon, City Manager

## Certificate of Great Falls Planning Advisory Board

We, the undersigned, R. Nathan Weisenburger, President, Great Falls Planning Advisory Board, and Craig Raymond, Secretary of said Great Falls Planning Advisory Board, do hereby certify that the accompanying Plat of West Ridge Addition, Phase VIII of Peretti Addition Tract 2 located in the City of Great Falls, Cascade County, Montana, has been submitted to the Great Falls Planning Advisory Board of Great Falls, Cascade County, Montana, for examination by them and was approved at a meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 2017.

R. Nathan Weisenburger, President, Great Falls Planning Advisory Board  
ATTEST:

Craig Raymond, Secretary, Great Falls Planning Advisory Board

## Purpose of Survey

Survey being commissioned by West Ridge Development Inc.: owner(s) of record. The purpose of this survey is to provide a permanent record in the Office of the Clerk & Recorder, Cascade County Montana showing the controlling evidence used to subdivide, and platted into lots and blocks, for the purpose of dedicating streets as shown by the plat.

## Certificate of Dedication

We, the undersigned property owners of the subject property, do hereby certify that we have caused to be surveyed, as shown by the Plat the following described encompassing parcel of land in the City of Great Falls, Cascade County, Montana, to wit:  
Lots 9-16, Block 6, Lot 14, Block 8, Lots 1-8, Block 9 and Lot 13 Block 10, West Ridge Addition, Phase VIII of Peretti Addition Tract 2  
Located in the SE 1/4 Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, Montana

## Description

Beginning at the northwesterly corner of Lot 8A, Block 6 of "Amended Plat of Lots 7-12, Block 5, and Lots 1-6, Block 6, West Ridge Addition, Phase VII", also being a point on the easterly boundary of "AMENDED PLAT OF TRACT 1, TYNDALL SUBDIVISION"; thence, along the common boundary, N00°08'28"W, 302.20 feet; thence, leaving said common boundary, S89°23'02"E 708.61 feet to thence; S00°16'55"W 302.18 feet to a point on the boundary of Lot 13, Block 8 of West Ridge Phase VII thence, along the northerly boundary of "Amended Plat of Lots 7-12, Block 5, and Lots 1-6, Block 6, West Ridge Addition, Phase VII", N89°45'29"W, 706.28 feet to the point of beginning, containing an area of 213,789.74 sq. ft., or 4.91 acres.

The above described parcel of land, hereinafter to be known and designated as the **Plat of the West Ridge Addition, Phase VIII of Peretti Addition Tract 2** to the City of Great Falls, Cascade County, Montana and the land included in the street and avenue as shown on said plat are hereby granted and donated to the use of the public forever.

## Signed:

West Ridge Development, Inc (Title) (Deed R0320978) West Ridge Development, Inc (Title) (Deed R0320978)

State of Montana );  
County of Cascade ): ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
(NOTARIAL SEAL) My Commission Expires: \_\_\_\_\_

## Certificate of Surveyor

I, James S. Kendall, a Licensed Professional Land Surveyor, do hereby certify that I performed the survey shown on the attached **Plat of West Ridge Addition, Phase VIII of Peretti Addition Tract 2** located in the City of Great Falls, Cascade County, Montana, that said survey is true and complete as shown, and that the monuments found and set are of the character and occupy the positions shown thereon. As per ARM24.183.1101(1)(d); due to planned improvement installation, the monuments not in place at the time of filing, (as depicted in the legend) will be placed within 240 days of recording this survey.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

James S. Kendall, PLS, Montana License No. 18576PLS

JOB NO.: 1705 Phase 8	NGI Engineering Co. 4509 North Star Blvd. P.O. Box 6350 Great Falls, MT 59406-6350 Phone 406-453-5478 Fax 406-453-2009
DATE: October, 2017	Engineering
DRAWN BY: DG	SHEET NO. 1 of 1
DRAWING NAME: 1705Subv08e.dwg	File #

ORDINANCE 3151

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO REZONE THE PROPERTY LEGALLY DESCRIBED AS WEST RIDGE ADDITION PHASES VII – XI, PREVIOUSLY KNOWN AS PERETTI ADDITION TRACT 2, LOCATED IN THE SE ¼ SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, PM, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, FROM R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO PUD PLANNED UNIT DEVELOPMENT DISTRICT.

\* \* \* \* \*

WHEREAS, West Ridge Addition Phases VII – XI, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, Montana, are presently zoned R-3 Single-family high density residential district; and,

WHEREAS, the property owner, S & L Development, LLC, has petitioned the City of Great Falls rezone said property to PUD Planned unit development district; 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 21<sup>st</sup> day of February, 2017, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the said rezoning designation be made; and,

WHEREAS, the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls, Section 17.16.40.030; and,



WHEREAS, the Great Falls Zoning Commission conducted a public hearing on December 13, 2016, to consider said rezoning from R-3 Single-family high 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 West Ridge Addition Phases VII – XI, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, Montana.

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

Section 1. It is determined that the herein requested rezoning will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of the Land Development Code of the City of Great Falls.

Section 2. That West Ridge Addition Phases VII – XI, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, 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.

Where the Official Code of the City of Great Falls regulations apply to a specific zoning district, the R-3 Single-family high density district regulations shall apply to the subject property where not in conflict with Attachment A.

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 January 3, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on econd reading February 21, 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 )

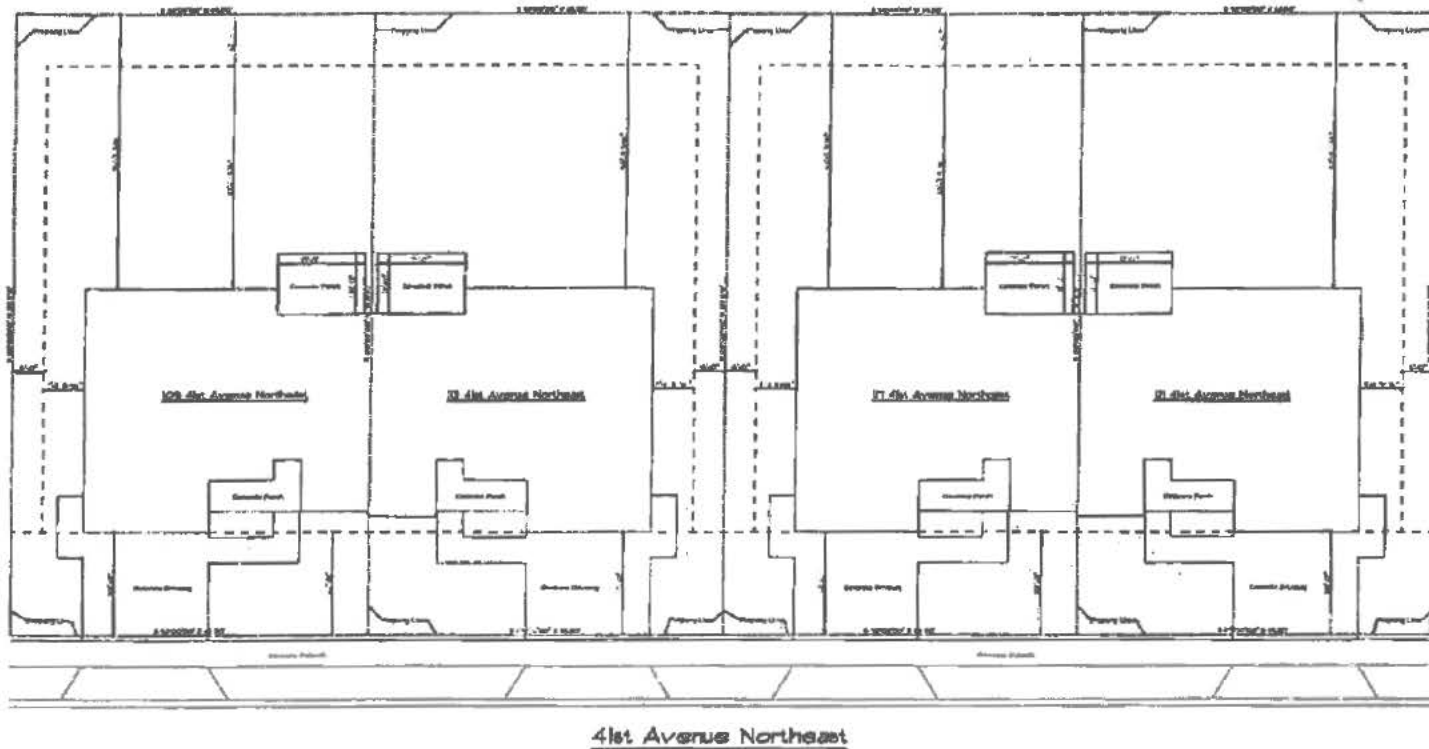
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3151 in three conspicuous places within the limits of said City to-wit:

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

Ordinance 3151 Attachment A  
PUD Development Standards for 2-unit Townhomes



- Lot size ranges from 7500 to 11300 square feet
- Minimum lot width: 61 feet
- Max building height of principal building: 35 feet
- Max building height of accessory detached buildings: 24 feet, but may not be higher than principal building
- Front yard setback: 20 feet
- Side yard setback: Principal building: 6 feet on detached side, 0 feet on attached side
- Side yard setback: Accessory buildings: 2 feet 4 meet building code
- Rear yard setback: 10 feet
- Maximum lot coverage of principal and accessory buildings: Corner lots: 55% Other lots: 50%
- Lot proportion of newly created lots (Max depth to width): 2.5:1





**Item:** December 19, 2017 - - City Commission Meeting Minutes

**From:** City Clerk's Office

**Presented By:** City Commission

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ATTACHMENTS:

- December 19, 2017 - - Draft City Commission Meeting Minutes

**JOURNAL OF COMMISSION PROCEEDINGS**

**December 19, 2017**

**Regular City Commission Meeting  
Commission Chambers Room 206**

**CALL TO ORDER 7:00 P.M.**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS**

City Commission members present: Bob Kelly, Bill Bronson, Tracy Houck, Fred Burow and Bob Jones. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; Park and Recreation Director Steve Herrig; 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.

*\*\* Action Minutes of the Great Falls City Commission. Please refer to the audio/video recording of the meeting for additional details \*\**

**PETITIONS AND COMMUNICATIONS**

1. **Miscellaneous reports and announcements.**

None.

**NEIGHBORHOOD COUNCILS**

2. **Neighborhood Council 6 - Good Neighbor Award Presentation.**

City Commissioner Tracy Houck expressed appreciation to all of the neighborhood council representatives for their time and the good work that they do for the betterment of their neighborhoods and the City.

Cherry Loney, Carl Donovan and Julie Parker, NC 6, recognized five people that were presented with Good Neighbor awards: Officer Donny Gerhart for his outstanding support, help with special projects, and for addressing concerns and complaints in the neighborhood; Neighborhood Council Coordinator Patty Cadwell for her outstanding support and service on council projects and activities; Sunnyside Elementary Principal Lance Boyd for his efforts of revitalizing the Neighborhood Watch program in the neighborhood; and, neighbors Emma White and Anita Hepner for their faithful attendance and important contributions to council discussions.

Representative Loney also expressed appreciation to Public Works staff for their work on the



Upper Lower River Road drainage mitigation project.

3. **Neighborhood Council 1 Drawing of Tie-Vote Write-In Candidates.**

Due to tie votes between the write-in candidates for the fifth seat on Neighborhood Council 1 the Commission conducted a drawing. Commissioner Jones drew the name of Zach Angstead.

4. **Miscellaneous reports and announcements from Neighborhood Councils.**

None.

**BOARDS AND COMMISSIONS**

5. **Appointment, Mansfield Center for the Performing Arts Advisory Board.**

**Commissioner Burow moved, seconded by Commissioner Jones, that the City Commission appoint Grant Harville for the remainder of a three year term through December 31, 2019, to the Mansfield Center for the Performing Arts Advisory Board.**

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

Commissioner Burow inquired if there were any concerns with potential conflicts of interest with Mr. Harville being the director of the symphony and frequently renting the Mansfield Center.

City Attorney Sara Sexe responded that it appears there would not be an issue in that regard. If concerns arise, it might be something addressed by the new Ethics Committee.

Mayor Kelly asked if there were any comments from the public.

**Carl Donovan**, 1509 13th Avenue South, commented that he is a member of the Mansfield Center for the Performing Arts Advisory Board and, in the past, there has always been somebody from the symphony as well on the board. It helps the board see the whole picture and has worked well in the past.

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

Commissioner Houck noted that Mr. Gomoll also serves on the board and he is the director for the Community Concert Association. Members are appointed by the City Commission with an attempt to have representation from the areas of performing arts, conventions and meetings, and civic leaders.

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

Motion carried 5-0

6. **Appointment, Advisory Commission on International Relationships.**

**Commissioner Houck moved, seconded by Commissioner Burow, that the City**

**Commission appoint Anna Schendel to the Advisory Commission on International Relationships for the remainder of a three-year term through March 31, 2020.**

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

7. **Reappointments, Park and Recreation Board.**

**Commissioner Jones moved, seconded by Commissioner Bronson, that the City Commission appoint Lynn Ulmer Oatman and June Sprout for three-year terms beginning January 1, 2018, through December 31, 2020, to the Park and Recreation Board.**

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

8. **Appointment, Design Review Board.**

**Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission appoint Shannon Wilson to the Design Review Board for a partial 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

9. **Miscellaneous reports and announcements from Boards and Commissions.**

None.

**CITY MANAGER**

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

City Manager Greg Doyon commented that he provided a summary of the proposed Park Maintenance District to the City Commission this evening, and he will add the topic to the next work session agenda.

Manager Doyon reported and announced:

- that the Park and Recreation Department finished trimming trees on the hazard tree list and

- will now have more time for ongoing tree maintenance;
- that Guy Tobacco Construction, A.T. Klemens, Johnson Madison Lumber and Bench Industries were involved in this year's tradition of having a Christmas tree in front of the Civic Center for everyone to enjoy;
- the City was recently notified by EPA that it released the City of the conditions of the Consent Decree between Malt Europe, EPA and the City;
- Assistant Fire Chief Ron Scott announced his retirement after 25 years of service;
- the legal department has started a public education "Lunch with Legal" program that will be aired live on cable channel 190 the third Tuesday of each month and re-aired on Tuesdays at noon;
- Boards, Commissions and Neighborhood Council training is scheduled for January 22nd and 23rd and will be facilitated by Dan Clark of the MSU Local Government Center;
- there are two vacancies and three applications for the Airport Authority Board. The Commission will conduct interviews on January 16th beginning at 4 p.m.;
- applications for the Ethics Committee have been received. A staff report will be provided to the Commission, but staff will not provide recommendations;
- the energy supply contract that was awarded to Energy Keepers was at a rate of \$29.25 per megawatt hour that will result in considerable savings over the five year contract - about \$285,000 per year compared to the current contract and about \$750,000 in savings compared to NorthWestern Energy; and
- that he declined the job offer in Billings.

Manager Doyon concluded that it has been a pleasure working with Commissioners Jones and Burow. There have been a lot of accomplishments during their tenure that made a significant difference with the direction of the City.

## CONSENT AGENDA

11. Minutes, November 30, 2017, Special City Commission Meeting.
12. Minutes, December 5, 2017, City Commission Meeting.
13. Total Expenditures of \$3,525,844 for the period of November 16, 2017 through December 6, 2017, to include claims over \$5,000, in the amount of \$3,323,376.
14. Contracts List.
15. Approve Final Payment for the 8th Avenue North Water Main Replacement – 18th Street to 24th Street & 32nd Street to 34th Street, in the amount of \$44,417.02 to United Materials of Great Falls, Inc., and \$448.66 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1716**

16. Approve Final Payment for the Gore Hill Water Tower – Water Main Extension, in the amount of \$12,014.39 to Ed Boland Construction and \$121.36 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1625.2**

**Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission approve the Consent Agenda as submitted, with the exception of Item 14D for separate consideration.**

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

Commissioner Jones referred to Item 13 that included a final payment to Williams Civil Construction and noted that he abstained from the vote on issuance of the contract because his son is a project manager for the Bozeman office, but will be voting to make the final payment.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly called for the vote on the Consent Agenda items with the exception of Item 14D.

Motion carried 5-0

Commissioner Bronson commented that Item 14D is an engagement letter for special emphasis audit services in connection with the CDBG program. Because the audit pertains to NeighborWorks where his wife is employed he will recuse himself from discussion and vote.

**Commissioner Burow moved, seconded by Commissioner Jones, that the City Commission approve item 14D.**

Mayor Kelly asked if there was any further discussion amongst the Commissioners or comments from the public regarding Item 14D. Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0-1 (Commissioner Bronson abstained)

**PUBLIC HEARINGS**

17. **Request for Downtown Urban Renewal District Tax Increment Financing (TIF) Funds to assist with the annual operating costs for the Downtown Development Partnership.**

Planning and Community Development Director Craig Raymond reported that the Downtown Urban Renewal and Tax Increment Financing (TIF) District generally encompasses the Great Falls central business district and periphery properties.

The City has a formal “Tax Increment Application Process” for considering funding requests from private and public sector entities for the use of TIF funds. For the Downtown Urban Renewal TIF District, the Downtown Development Partnership (DDP) has been designated as the advisory body that considers proposals and makes recommendations to the City Commission. For final action, the City Commission considers the DDP recommendation and approves or rejects the funding request, along with any special terms of approval. In this particular instance,

the DDP is not the recommending party but rather the applicant for TIF funds.

Director Raymond reviewed Montana TIF regulations and established criteria in the TIF application.

There would be no significant negative fiscal impacts that would result from funding this application. The positive impacts would include aiding an agency that was formed to help bring development to the downtown. Any increase in development downtown would increase the tax base which would ultimately increase the fund balance of the TIF.

The Downtown TIF Fund currently has a balance of \$284,736.96. The funds for the 2018 fiscal year have not been received as of this date. There is adequate funding in the TIF to fulfill the request.

Mayor Kelly declared the public hearing open.

Speaking in support were:

**Brett Doney**, 300 Central Avenue, Chairman of the DDP Board, commented that there are 11 designated partners of the DDP plus at large representatives that support downtown revitalization. Of the 11 main partners, six are exempted from paying any membership dues. Downtown volunteers average 9,000 hours per quarter. This request is for a match that will stretch its funds further to pay for insurance, bank fees, conferences, etc.

**Sheila Rice**, NeighborWorks, 509 1st Avenue South, commented that a full report on the downtown plan will be made at a work session to the Commission. This request is a small measure of support for all of the work that the DDP has accomplished.

**Shane Etzweiler**, Great Falls Area Chamber of Commerce, 100 1st Avenue North, added that the pedlet project was well received, and approval of this item will help fund other projects.

No one spoke in opposition.

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

**Commissioner Houck moved, seconded by Commissioner Jones, that the City Commission approve the expenditure of \$5,000 in Downtown Urban Renewal District Tax Increment Financing funds to assist with the operating costs for the Downtown Development Partnership.**

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

Commissioner Bronson commented he has serious reservations about this and the related request going forward at this time. The funding request is eligible and there is no problem with this type of request falling within the expense requirements under the laws dealing with TIF. He has concerns considering these requests at this time. His preference would be to put off consideration of these two requests until sometime after the first of the new year. He explained that he has been involved with a TIF working group during this legislative session. TIF continues to be under significant scrutiny by the legislature. It has been impressed upon the working group that when TIF Districts start getting into issues other than infrastructure development it starts to raise red flags with the legislature. Proposals to use money up front for things like administrative expenses when there is not a clear indication of where this particular

district is going to go concerns him.

He further commented that what other cities are doing with TIF Districts in urban renewal areas are leveraging these dollars for public infrastructure, to buy blighted properties that are going to private developers who are building facilities on them and, as a result, even enhancing the value of the district even more.

During the past six years in downtown Great Falls there has been a lot of successes. However, he would rather keep accumulating the money for major projects. He suggested that the City should be focusing on projects like the Rocky Mountain Building that has been vacant from a fire nine years ago, for example, to do a significant redevelopment of the downtown.

Commissioner Houck inquired if Commissioner Bronson had expressed those concerns with the DDP.

Commissioner Bronson responded that he directed questions to staff and received some information back today. He would prefer the DDP membership present at a public work session meeting. He is not necessarily opposed to these expenditures, just that now is not the right time.

Commissioner Houck continued that the speakers commented in support because they believe that this is money that is needed to make projects go forward. She inquired if these items were delayed if it would impact the DDP's grant matching opportunities or other future projects.

DDP Board Chairman Doney expressed frustration explaining that these items have been discussed at DDP Board meetings for many months. He pointed out that the City's internal charges to the DDP last fiscal year to administer the TIF was \$10,150.94.

Commissioner Houck expressed frustration that Commissioner Bronson's TIF information and concerns weren't made known to the other commissioners until this evening and that could impact votes.

Commissioner Jones commented that there have been a lot of improvements made in the downtown district and he wants to move forward on these items.

Commissioner Burow commented that, even though it is allowed by law, he has an issue with supporting these items. He would rather the TIF money be used for infrastructure and not operating costs of an organization.

Mayor Kelly concluded that the law currently reads that administrative costs associated with the management of an urban renewal area or targeted economic development districts are legal and eligible targets for this particular funding.

Commissioner Bronson commented that he attends many of the DDP meetings.

Commissioner Houck inquired of Director Raymond if, after recent conversation, the staff recommendation to approve was still the same and was informed yes.

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

Motion carried 3-2 (Commissioners Burow and Bronson dissenting)

18. **Request to expend Downtown Urban Renewal District Tax Increment Financing (TIF) Funds for the Downtown Development Partnership's downtown website.**

Planning and Development Director Craig Raymond reported that The Downtown Urban Renewal and Tax Increment Financing (TIF) District generally encompasses the Great Falls central business district and periphery properties.

The City has a formal "Tax Increment Application Process" for considering funding requests from the private and public sectors for tax increment assistance from TIF Districts. For the Downtown Urban Renewal TIF District, the Downtown Development Partnership (DDP) has been designated as the advisory body that considers proposals and makes recommendations to the City Commission. For final action, the City Commission considers the DDP recommendation and approves or rejects the funding request, along with any special terms of approval. In this particular instance, the DDP is not the recommending party but rather the applicant for TIF funds.

The application seeks \$5,000 to assist with the development of a downtown website. The website will help facilitate the concept of "One Downtown" by joining all downtown groups together on one website that would encourage individuals to shop, play and live downtown. The website would also provide information to developers looking to bring new projects downtown. By utilizing a single point of entry, the developer, business or retailer can find the resources and information needed to bring their project downtown.

Director Raymond reviewed Montana TIF regulations and established criteria set forth in the TIF application.

There would be no significant negative financial impacts that would result from funding this application. The positive impacts would include aiding an agency to develop a website that could bring potential developers, employers and consumers to the downtown district. The website could potentially increase development downtown and increase the tax base which would ultimately increase the fund balance of the TIF.

The Downtown TIF Fund currently has a balance of \$284,736.96. The funds for the 2018 fiscal year have not been received as of this date. The website is anticipated at this time to be a single year project, so this one time expense will have a minimal impact on the Downtown TIF fund balance.

Mayor Kelly declared the public hearing open.

Speaking in support were:

**Brett Doney**, Great Falls Development Authority, 300 Central Avenue, commented that there are multiple downtown websites. It was decided to build on the website of the Downtown Great Falls Association that is focused on shopping, entertainment, eating and drinking downtown. The DDP wants to add two key components: to promote properties to attract developers and entrepreneurs to invest in the downtown, and to promote living downtown.

**Shane Etzweiler**, Great Falls Area Chamber of Commerce, 100 1st Avenue North, commented that, if approved, the funding will not only help promote live, work and play downtown, but also



invest downtown.

**Sheila Rice**, NeighborWorks Great Falls, 509 1st Avenue South, added that they are building the foundation for the growth of downtown. The key part to this request is that, in today's world if you are not on the web, you don't exist.

No one spoke in opposition.

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

**Commissioner Jones moved, seconded by Commissioner Houck, that the City Commission approve the use of up to \$5,000 in Downtown Urban Renewal District Tax Increment Financing funding for the Downtown Website requested by the Downtown Development Partnership.**

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

Commissioners Bronson and Burow indicated they had similar concerns as the previous item and were not in support of this item.

Commissioner Jones commented he is proud of the revitalization being done downtown.

Commissioner Houck commented that this partnership does things that impact all of Great Falls.

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

Motion carried 3-2 (Commissioners Burow and Bronson dissenting)

**OLD BUSINESS**

**NEW BUSINESS**

19. **Comprehensive Annual Financial Report (CAFR) and Audit Report, FY 2016-2017.**

Finance Director Melissa Kinzler reported that the City's Audit Committee, comprised of one City Commissioner, the Mayor, two citizens, the City Manager, and the Finance Director, met on December 1, 2017, to review the FY 2016-2017 CAFR, the Independent Audit's report, summary of the FY 2016-2017 audit, and the Required Client Communication Letter containing one current and no prior recommendations.

This is the second year of a three year audit contract with Anderson ZurMuehlen & Co., P.C. The audit contract is between Anderson ZurMuehlen & Co., P.C., the City of Great Falls, and the Montana Department of Administration, Local Government Services Bureau.

The Required Client Communication Letter comments on any internal control recommendations related to the operations of the City that could adversely affect the City's ability to record, process, summarize, and report financial data.

The Audit Committee recommends the City Commission accept the CAFR, annual Independent

Auditor's report, Required Client Communication Letter and the City's response to the Required Client Communication Letter.

**Rick Reisig**, Anderson Zurmuehlen & Co., 21 10th Street South, commented that it is very prestigious of the City and City staff that it continually puts forth a CAFR and also receive the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for many years. He briefly summarized the sections of the CAFR. The independent auditor's report is contained on pages 7 - 9. It is an unmodified, or clean, audit opinion. He referred to the single audit section of the CAFR and two reports: the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards, and the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidelines. He reported there were no findings of internal control weaknesses or non-compliance with laws and regulations to report.

**Commissioner Burow moved, seconded by Commissioner Bronson, that the City Commission accept the FY 2016-2017 CAFR, the Required Client Communication Letter as presented, and authorize staff to submit the related reports to other government agencies and financial institutions as necessary.**

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

Finance Director Melissa Kinzler and staff were commended for their work.

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

Motion carried 5-0

## **ORDINANCES/RESOLUTIONS**

20. **Ordinance 3178, Assigning a zoning classification of C-2 General Commercial to the property described in Certificate of Survey 5114 as a Tract of Land Being a Portion of Vacated Railroad Right-Of-Way Located in the SE 1/4 NE 1/4 Section 3, T20N, R3E, PMM, Cascade County, Montana. (The Subject Property is immediately adjacent to and under the same ownership as property addressed as 1025 Northwest Bypass.)**

Planning and Community Development Director Craig Raymond reported that in September, 2017, the City received an application from Steve Vick, et al. (applicants), requesting annexation of the subject property into the City of Great Falls and assignment of C-2 General Commercial zoning. Applicants represent 100% of the property owners seeking annexation, with the desire to combine the subject property with the adjoining Star Tract Addition, also owned by the Applicant, in order to more effectively market the vacant properties for commercial development.

No development is proposed at this time.

The subject property comprises a rectangular parcel approximately 220 feet wide and 80 feet deep located north of the intersection of NW Bypass and 11th Street NW, and adjacent to the vacant Star Tract Addition addressed as 1025 NW Bypass – formerly the site of a gas station/convenience store. The subject property, which is also vacant, is former railroad right-of-way and, like most of this former right-of-way, does not abut a public or private street.

At the conclusion of a public hearing held on November 14, 2017, the Planning Advisory Board/Zoning Commission recommended the City Commission approve the annexation and assign a C-2 General Commercial zoning classification upon annexation of the subject property, subject to conditions.

The effect of the proposed annexation and the proposed zoning of the subject property as C-2 General Commercial upon annexation will have no substantial impact to the health, safety and welfare of the City. It is anticipated that the future use of the property will be compatible with neighboring uses if C-2 General Commercial zoning is assigned to the property.

**Commissioner Jones moved, seconded by Commissioner Burow, that the City Commission accept Ordinance 3178 on first reading and set a public hearing for January 16, 2018.**

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

21. **Ordinance 3183, Amending Title 2, Chapter 21, Section 040, of the Official Code of the City of Great Falls (OCCGF), Pertaining to Code of Ethics Definitions.**

City Attorney Sara Sexe reported that City staff continues to update the Official Code of the City of Great Falls (OCCF), with input from the different departments. The City Commission adopted Ordinance 3169 in 2017 that repealed and replaced Title 2 of the OCCGF in its entirety. The Ordinance under consideration, if approved, would amend Title 2, Chapter 21, Section 040 of the OCCGF, pertaining to Ethics Code Definitions. Specifically, the proposed ordinance will change the definition of "Officer" to include the Director of the Housing Authority.

**Commissioner Houck moved, seconded by Commissioner Bronson, that the City Commission adopt Ordinance 3183.**

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 COMMISSION**

22. **Miscellaneous reports and announcements from the City Commission.**

Commissioner Burow commented that it has been a pleasure serving on the Commission and working with City staff the past eight years. He recognized and expressed appreciation to several members of the public that attend Commission meetings to pray for the Commission.

Commissioner Jones commented he is proud of the department heads that have made a lot of progress. It was a privilege to serve the community and he is proud of the accomplishments throughout the years.

Mayor Kelly presented Commissioners Bob Jones and Fred Burow with outgoing plaques of appreciation for their service.

23. **Commission Initiatives.**

None.

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Jones moved, seconded by Commissioner Bronson, to adjourn the regular meeting of December 19, 2017, at 8:40 p.m.**

\_\_\_\_\_  
Mayor Bob Kelly

\_\_\_\_\_  
City Clerk Lisa Kunz

Minutes Approved:

**DRAFT**



**Item:** Contracts List

**From:** Darcy Dea, Deputy City Clerk

**Initiated By:** Various City Staff

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ATTACHMENTS:

- January 2, 2018 -- Contracts List



**CITY OF GREAT FALLS, MONTANA**

**AGENDA: 10**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: January 2, 2018**

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

**PRESENTED BY:** Darcy Dea, Deputy City Clerk

**ACTION REQUESTED:** Ratification of Contracts through the Consent Agenda

**MAYOR’ S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Park and Recreation	Great Falls Pickleball Group c/o Kim Dunlap	01/02/18	NA	Memorandum of Understanding outlining obligations and responsibilities for the management, maintenance and development of pickleball courts in Lions Park CR 081616.1
<b>B</b>	Planning and Community Development	Precision Air & Water Balance	01/02/18 – 12/31/18	\$6,500	Agreement for HVAC test and balance air flow for the Civic Center and provide preliminary and final reports
<b>C</b>	Planning and	Park and Recreation	11/01/2017-	\$10,000	2017/2018 Community Development Block

	Community Development		06/30/2018		Grant Agreement to provide scholarships for disabled adults to participate in special needs water activities at the Morony Natatorium and to provide scholarships for children from low income families for after school programs and summer camp programs at the Community Recreation Center (City Commissioner approved Annual Action Plan and use of 2017/2018 CDBG & HOME funds on June 6, 2017, Item #14)
<b>D</b>	Planning and Community Development	Park and Recreation	11/01/2017-06/30/2018	\$27,177	2017/2018 Community Development Block Grant Agreement to update the basement bathroom and locker room to be ADA accessible for the Community Recreation Center (City Commission approved Annual Action Plan and use of 2017/2018 CDBG & HOME funds on June 20, 2017, Item #18)
<b>E</b>	Public Works/Engineering	Northwestern Energy	Winter 2018	\$3,933 Original <u>\$5,674 Modified</u> \$9,607 Total	Customer Agreement Notification # 340092029 amended to include installation of a new power pole and run power to the new Gore Hill Water Tower <b>OF 1625.2</b> (CR 090517.7F)
<b>F</b>	Public Works/Engineering	Burlington Northern Santa Fe Railway Company	25 years	Initial License Fee: \$11,080 Annual Base License Fee: \$3,680 – to increase 3% annually during the term of the license. Railroad Protective Liability Policy. Licensor’s	BNSF Pipeline License 17-57647 to install one new pipeline and one existing pipeline across and along BNSF corridor at or near the station, line segment 0353, mile post 116.17, 116.61-117.07 NE Interceptor Rehab Project <b>OF 1674.3</b>

				Blanket Railroad Protective Liability Insurance Policy \$1,266	
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**Item:** Total Expenditures of \$3,362,200 for the period of November 30, 2017 through December 20, 2017, to include claims over \$5,000, in the amount of \$1,754,028.

**From:** Fiscal Services

**Initiated By:** City Commission

**Presented By:** Melissa Kinzler, Fiscal Services Director

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ATTACHMENTS:

- ▣ 5000 Report





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

**PRESENTED BY:** Fiscal Services Director

**ACTION REQUESTED:** Approval with Consent Agenda

**LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT**  
**[www.greatfallsmt.net/fiscalservices/check-register-fund](http://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 DECEMBER 7, 2017 - DECEMBER 20, 2017	3,329,714.75
MUNICIPAL COURT ACCOUNT CHECK RUN FOR NOVEMBER 30, 2017- DECEMBER 15, 2017	32,485.00
<b>TOTAL: \$</b>	<b><u>3,362,199.75</u></b>

**GENERAL FUND**

**CITY COMMISSION**

NOVUSOLUTIONS	AGENDA SOFTWARE 2/15/18 THRU 2/14/19	7,950.00
CASCADE COUNTY ELECTIONS	2017 MUNICIPAL GENERAL BILLING	43,755.59

**MUNICIPAL COURT**

PREFERRED OFFICE EQUIPMENT	SHARP COPIER	6,766.00
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**OTHER ADMIN**

CTA ARCHITECTS ENGINEERS	PHASE I CC EXTERIOR ENVELOPE REHAB ARCHITECTURAL SERVICES	21,121.75
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**FIRE**

LIFE-ASSIST INC	ALS MANNEQUIN PARAMEDIC TRAINING	11,100.00
L N CURTIS & SONS	THERMAL IMAGING CAMERAS & ACCESSORIES	23,997.00
BIG SKY FIRE EQUIPMENT/AFFIRMED MEDICAL	AMKUS SPREADER RESCUE TOOL	33,000.00
BILLINGS FIRE DEPARTMENT	HMEP GRANT REIMBURSEMENT	16,092.19
BOZEMAN FIRE DEPARTMENT	HMEP GRANT REIMBURSEMENT	6,495.40
MISSOULA FIRE DEPARTMENT	HMEP GRANT REIMBURSEMENT	9,192.74

**SPECIAL REVENUE FUND**

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**LIGHTING DISTRICT**

PASCOE ENERGY CONSULTING	CONSULTING SERVICES SEPT - NOV 2017	10,620.16
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**STREET DISTRICT**

KUGLIN CONSTRUCTION	OF 1697.2 HANDICAP RAMPS PHASE 2 3RD AVE S - 46TH ST S TO 57TH ST S (SPLIT AMONG FUNDS)	1,747.45
UNITED MATERIALS OF GREAT FALLS	3/8" CRUSHED CHIPS	17,342.00

**ENTERPRISE FUNDS**

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**WATER**

BLACK & VEATCH CORPORATION	OF 1519.6 WTP IMP PH1 CONSTRUCTION	95,818.80
LAYNE R SHANAHAN LIVING TRUST	OF 1687 WM OVER SIZING COST REIMBURSEMENT	11,663.30
SLETTEN CONSTRUCTION COMPANY	OF 1519.6 WTP IMP PH1 CONSTRUCTION	491,690.54

**SEWER**

VEOLIA WATER NORTH AMERICA	CONTINGENCY R&M - MAIN ELECTRICAL SUBSTATION TRIP RELAYS	173,480.42
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**STREET DISTRICT**

KUGLIN CONSTRUCTION	OF 1697.2 HANDICAP RAMPS PHASE 2 3RD AVE S - 46TH ST S TO 57TH ST S (SPLIT AMONG FUNDS)	3,459.63
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**PARKING**

STANDARD PARKING CORPORATION	CONTRACT SERVICES FOR NOVEMBER 17	28,169.55
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**INTERNAL SERVICES FUND**

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**INSURANCE & SAFETY**

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	NOVEMBER DEDUCTABLE RECOVERY BILLING	10,342.49
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**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP	FUEL-DIESEL	16,461.20
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**TRUST AND AGENCY**

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**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS FINES & FORFEITURES COLLECTIONS 23,460.00

**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	45,693.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	9,166.46
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,637.53
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	65,383.10
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	127,035.79
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	14,208.00
US BANK	FEDERAL TAXES, FICA & MEDICARE	215,485.58
AFLAC	EMPLOYEE CONTRIBUTIONS	11,290.00
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	12,554.12

**UTILITY BILLS**

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TALLEN TREASURE STATE	NOVEMBER 2017 MONTHLY CHARGES	69,339.60
MONTANA WASTE SYSTEMS INC	NOVEMBER 2017 MONTHLY CHARGES	67,508.54

**CLAIMS OVER \$5000 TOTAL:** \$ 1,754,027.93



**Item:** Reschedule Commission Meeting Date

**From:** Lisa Kunz, City Clerk

**Initiated By:** Commission Policy

**Presented By:** City Commission

**Action Requested:** Reschedule the November 6, 2018 City Commission meeting.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (reschedule/not reschedule) the Tuesday, November 6, 2018, Commission meeting to Wednesday, November 7, 2018.”

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

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**Staff Recommendation:**

Staff recommends that the City Commission reschedule the regularly scheduled Commission meeting date of Tuesday, November 6, 2018, to Wednesday, November 7, 2018.

**Background:**

The City Commission adopted a policy on August 17, 1982, to avoid scheduling Commission meetings on Tuesday evenings when general elections are being conducted. When such a conflict arises, the Commission meeting shall be held on Wednesday evening immediately following the date of the election.

This simple adjustment of the Commission meeting date would address the conflict as outlined.





**Item:** Sale of Surplus Equipment

**From:** Doug Alm, Vehicle Maintenance Supervisor

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Declare equipment surplus and authorize sale thereof.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the declaration of the attached list of equipment as surplus and authorize sale thereof.”

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

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**Staff Recommendation:**

Staff recommends that the City Commission declare the attached list of equipment as surplus and authorize sale thereof.

**Background:**

Purpose

City Code Section 3.04.070 requires that any property with an estimated value of \$1,000 or more be formally declared surplus by the City Commission before the property may be sold.

**Fiscal Impact:**

The City is no longer holding public auctions for the sale of surplus equipment. A sealed bid process is now used. In 2017 the City sold 25 pieces of equipment for a total amount of \$71,721.48.

This year the City has 34 pieces of equipment to sell and will start that process as soon as time and weather permits.

**Alternatives:**

The City Commission could vote to not approve the declaration of the equipment as surplus.

ATTACHMENTS:

- Attachment A - 2018 Surplus Equipment

**City of Great Falls  
Public Works Department  
RE: City Equipment to be sold in 2017-2018**

**ATTACHMENT "A"**

**CITY EQUIPMENT PROPOSED FOR SURPLUS DECLARATION**

<b>Unit #</b>	<b>Dept.</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Vin#</b>	<b>License</b>
102-18	Fire Department	1995	Freightliner	FL60	1FV3GFBC5SL857388	2 2286
103-18	Fire Emergency Prepare	2004	Chevrolet	IMPALA	2G1WF55K049261374	2 2162
106-18	Fire Department	1996	Dodge	1500	1B7HF16Z8TS625459	2 1711
124-18	Fire Department	1990	Luverne	COE	2FVH4LY91MV393719	2 1382
125-18	Fire Department	1990	Luverne	COE	2FVH4LY98MV393720	2 1383
205-18	Community Development Bu	2002	Dodge	STRATUS	1B3EL36R12N203197	2 2067
214-18	Housing Authority	1988	Chevrolet	C1500	2GCDC1478J1239616	2 1233
221-18	Risk Management	2011	Chevrolet	IMPALA	2G1WD5EM9B1260677	2 21402A
300-18	P&R Community Center	2001	Chevrolet	3500	1GAHG39R11149514	2 1974
309-18	Park Areas	2009	Ford	E 150 VAN	1FTNE14W29DA83030	2 2530
315-18	Park Areas	2008	Ford	F450	1FDXF46Y88EE41984	2 2458
317-18	Park Areas	1998	Chevrolet	2500	1GBGC24R0WE140334	2 1799
318-18	Forestry	1998	Chevrolet	1500	1GCEC14M9WZ161225	2 1803
450-18	Central Garage	1997	Ford	F150	1FTDF1762VLA68001	2 1754
457-18	Central Garage	2002	Dodge	RAM 1500	1D7HA16N42J178053	2 2060
612-18	Water Distribution	2006	General Motors	1500	3GTEC14V86G201478	2 2335
628-18	Water Distribution	2005	Ford	F 350	1FDWX36Y75EC08371	2 2274
656-18	Waste Water Collection	1996	Ford	E350	1FDLE47F8VHA14863	2 1778
665-18	Sewer Environmental	2000	Chevrolet	S10	1GCCS19W8YK177447	2 1920
672-18	Water Purification	1992	Ford	RANGER	1FTCR10X8NUB98834	2 1483
690-18	Water Distribution	2008	Ford	RANGER	1FTYR14UX8PA57918	2 2423
691-18	Storm Environmental	2002	GMC	SONOMA	1GTCS19W828178067	2 2056
809-18	Street	2003	Chevrolet	4500	1GBC4E1E83F514063	2 2136
827-18	Street	1993	Freightliner	FL80	1FVXJLBBXPL424083	2 2214
847-18	Street	2000	Bobcat	751	515718409	N/A
PD 13-18	Police Patrol Services	2008	Ford	F150	1FTNE14WX8DB17424	2 2434
PD 14-18	Police Patrol Services	2013	Chevrolet	IMPALA	2G1WD5E38D1202120	2 50500A
PD 18-18	Police Patrol Services	2006	Chevrolet	IMPALA	2G1WS581169340456	2 2327
PD 32-18	Police Patrol Services	2013	Chevrolet	IMPALA	2G1WD5E3XD1201681	2 50497A
PD 33-18	Police Investigations	2008	Chevrolet	IMPALA	2G1WS583981264343	2 2493
PD 37-18	Police Support Services	2009	Chevrolet	IMPALA	2G1WS57M391290867	2 2519
PD 51-18	Police Court Support	2010	Chevrolet	IMPALA	2G1WD5EMOA1221121	2 2584
PD 64-18	Police Patrol Services	2013	Chevrolet	IMPALA	2G1WD5E38D1201274	2 50499A
PM 3-18	Park Areas	1994	John Deere	955	LV 0995D180311	N/A



**Item:** One New 2018 Tandem Axle Truck with New Rear Load Refuse Packer.

**From:** Doug Alm, Vehicle Maintenance Supervisor

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Approve Purchase.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of one new 2018 Autocar ACX64 tandem axle truck with new Heil PT 1000 25-yard rear load refuse packer to Kois Brothers Equipment Company Inc., of Great Falls for \$218,900, including trade-in, through NJPA (National Joint Powers Alliance).”

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

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**Staff Recommendation:**

Staff recommends that the City Commission approve the purchase of one new 2018 Autocar ACX64 tandem axle truck with one new Heil PT 1000 25-yard rear load refuse packer to Kois Brothers Equipment Company Inc., of Great Falls for \$218,900, including trade-in.

**Background:**

Purpose

This unit will be used for residential solid waste collection.

Evaluation and Selection Process

The City of Great Falls has a membership with NJPA to view their competitive bid contracts. As an NJPA member, the City of Great Falls can interact directly with awarded vendors to facilitate a purchase. This also allows the City of Great Falls to work with the NJPA contract manager to verify pricing, answer contract questions or any other questions that may arise. Through this process the City receives equipment in an expedited manner by purchasing ready to work equipment.



### Conclusion

The bid specifications from NJPA meet specifications for the tandem axle truck with rear load refuse packer.

### **Fiscal Impact:**

Staff recommends accepting the trade-in offer of \$10,000 for the City's 1998 Volvo with Leach 2RII 25-yard rear load packer, VIN #4VHJCLPF2XN867570, Unit #920. This unit has 19,089 hours on it. The truck body is rusted and in poor condition. It is the oldest truck in the sanitation fleet. Unit #920 is currently being used as a backup truck for residential pick up.

This purchase along with the trucks purchased with the Intercap Loan will help bring the Sanitation fleet current and continue to lower maintenance charges. Funds for this purchase would come from the Sanitation Division FY 2018 Budget.

### **Alternatives:**

City Commission could vote to not approve the purchase of one new 2018 tandem axle truck with rear load refuse packer.

### ATTACHMENTS:

- ▣ Acceptance and Award
- ▣ Form G Bid Evaluation
- ▣ Kois Invoice

**Contract Award  
RFP 112014 #**

**FORM D**

**Formal Offering of Proposal**

**MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES,  
AND SERVICES**

In compliance with the Request for Proposal (RFP) for MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: The Heil Co.

Date: 11/19/2014

Company Address: 2030 Hamilton Place Blvd, Suite 200

City: Chattanooga, TN 37421

Contact Person: Larry Angel

Authorized Signature (ink only):



(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 112014 # MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

The Heil Co.

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 16, 2014 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Connette

(Name printed or typed)

Awarded this

16<sup>th</sup>

day of

December

, 20 14

NJPA Contract Number 112014-THC

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this

16<sup>th</sup>

day of

December

, 20 14

NJPA Contract Number 112014-THC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name

THE HEIL CO.

Vendor Authorized signature:

LARRY ANGEL

(Name printed or typed)

Title:

GENERAL MANAGER - READY TRUCKS

Executed this

12<sup>th</sup>

day of

JANUARY


, 20 15

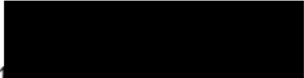
NJPA Contract Number 112014-THC


**FORM G**


**MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**


	Possible Points	Crane Carrier Company	Labrie Enviroquipo Group	McNeilus Companies	Pak-Mor Ltd	Routeware Inc.	Scranton Mfting Company Inc/New Way	The Heil Company
Conformance to Terms/ Conditions to Include Documentation	50	42.50	38.00	32.50	30.00	25.00	40.00	45.00
Pricing	400	312.50	327.50	333.75	275.00	237.50	307.50	343.75
Financial, Industry and Marketplace Successes	75	55.00	56.25	65.00	47.50	41.25	52.50	68.75
Bidder's Ability to Sell/ Service Contract Nationally	100	70.00	67.50	77.50	51.25	41.25	76.25	85.00
Bidder's Marketing Plan	50	38.75	38.75	36.25	32.50	31.25	37.50	42.75
Value Added Attributes	75	60.00	64.00	53.75	48.75	50.00	53.75	68.75
Warranty Coverages and Information	50	38.75	38.75	40.00	30.00	40.00	33.75	40.00
Selection and Variety of Products and Services Offered	200	116.25	152.50	145.00	133.75	110.00	155.00	167.50
<b>Total Points</b>	<b>1,000</b>	<b>733.75</b>	<b>783.25</b>	<b>783.75</b>	<b>648.75</b>	<b>576.25</b>	<b>756.25</b>	<b>861.50</b>

 12/3/2014  
 Ginger Line, CPPB, NJPA

 12/3/2014  
 Tracy Plinske, NJPA

 12/3/2014  
 Gregg Meierhofer, CPPO, NJPA

 12/3/2014  
 Jonathan Yahn, JD, NJPA

 12/3/2014  
 Keith Hanson, CPA, NJPA



**EQUIPMENT COMPANY INC.**

DENVER  
5200 Colorado Blvd.  
Commerce City, CO 80022  
Phone: 303-298-7370  
Fax: 303-298-8527

BILLINGS  
2107 Harnish Blvd.  
Billings, MT 59101  
Phone: 406-652-3975  
Fax: 406-652-3744

GREAT FALLS  
1610 River Drive North  
Great Falls, MT 59401  
Phone: 406-452-2757  
Fax: 406-452-2799

Quote # 17-4079  
Date: 12/14/17

PAGE 1

Customer: 7725  
Quote to: CITY OF GREAT FALLS  
FISCAL SERVICES  
P.O. BOX 5021  
GREAT FALLS MT 59403-5021

\*\*\*\*\*  
\* QUOTE \*  
\*\*\*\*\*

**WE ARE PLEASED TO BE ABLE TO QUOTE YOU THE FOLLOWING EQUIPMENT:**

HEIL NJPA CONTRACT# 112014-THC  
CITY OF GREAT FALLS PIN# 16787

2018 Autocar ACX64 cab over tandem chassis  
L9 Cummins engine and Allison 4500RDS auto transmissions as per  
attached chassis specification  
2018 Heil PT 1000 25 yard rear load refuse body with the following standard  
equipment features:

- 3.0 yd\* hopper
- Smooth side body construction
- Bolt on ANSI rear riding steps
- Tailgate service props
- Remote mount cast iron roller bearing gear pump
- Chrome plated single stage cylinder rods
- Quick-change UHMW ejector slides
- Wide trak easy-change carrier sides
- Underbody mounted oil tank
- Level/temperature/sight gauge for hydraulic oil tank
- Oil suction shut-off valve
- 10 micron return line filter
- 140 micron suction line strainer
- Regenerative valve for fast packer & reload times
- Neutral safety switch for automatic transmissions only
- Right side buzzer controls
- Right side packer controls
- Backup alarm
- Backup and license plate light
- Center mounted brake light
- Duplicate high and low mount stop, turn and tail lights
- Mid-body turn signals
- FMVSS #108 clearance lights & reflectors
- ICC reflective tape
- Rear camera bracket and flood lights-reverse activated
- Customers choice of one color finish paint
- Standard 1 year warranty
- ANSI Z 245.1-1999 compliant

\*\*\* CONTINUED NEXT PAGE \*\*\*





EQUIPMENT COMPANY INC.

DENVER
5200 Colorado Blvd.
Commerce City, CO 80022
Phone: 303-298-7370
Fax: 303-298-8527

BILLINGS
2107 Harnish Blvd.
Billings, MT 59101
Phone: 406-652-3975
Fax: 406-652-3744

GREAT FALLS
1610 River Drive North
Great Falls, MT 59401
Phone: 406-452-2757
Fax: 406-452-2799

Quote # 17-4079
Date: 12/14/17

PAGE 2

Customer: 7725
Quote to: CITY OF GREAT FALLS
FISCAL SERVICES
P.O. BOX 5021
GREAT FALLS MT 59403-5021

\*\*\*\*\*
\* QUOTE \*
\*\*\*\*\*

WE ARE PLEASED TO BE ABLE TO QUOTE YOU THE FOLLOWING EQUIPMENT:

Also included in base price:

- Body side access door and steps
15,000# reeving cylinder
Hyd. container roll-bar & controls
Container lip and latch kit
Push button safty shut-off kit at rear
Hopper work light
Backing assist lights
Rear strobe light
Bayne cart tipper
Hot shift PTO
Back up camera system
Passenger side air ride seat

Price complete w/factory mount at Heil Plant in
Fort Payne, Alabama----- \$228,900.00
Trade of 1998 Volvo with Leach 2RII 25yd rear loader--Deduct [\$10,000.00]
-----
Total after trade----- \$218,900.00

Best Regards,

Kevin Smerker
Branch Manager



**Item:** Construction Final Payment: Miscellaneous Drainage Improvements NW Side Alleys Phase 1, Office File 1666.3

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Consider and approve final pay request.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) Final Payment for the Miscellaneous Drainage Improvements NW Side Alleys Phase 1, in the amount of \$50,652.16 to Geranios Enterprises LLC, and \$511.64 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

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

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**Staff Recommendation:**

Approve final payment request.

**Summary:**

City staff has verified that Geranios Enterprises LLC has completed the construction for the Miscellaneous Drainage Improvements NW Side Alleys Phase 1 project in accordance with the plans and contract documents. The contractor has completed the punch list items and is requesting final payment. The project was completed within the approved contract time of thirty (30) calendar days.

**Background:**

This project was initiated to provide adequate drainage and reduce storm water ponding issues along 4th Alley Northwest between Vaughn Road and 15th Street Northwest. The project consisted of installing 440-feet of storm drain pipe and inlets.

Five bids were received on September 20, 2017, with the bids ranging between \$54,373.80 and

\$78,960.00. Geranios Enterprises LLC submitted the low bid. The City Commission awarded the contract to Geranios Enterprises LLC on October 3, 2017.

The final project cost is \$51,163.80 which is \$3,210.00 less than the amount that was originally awarded and approved.

The project consisted of placing 440-feet of 12-inch SDR 35 PVC storm pipe; approximately 5 lineal feet of integral concrete curb and gutter; two 24-inch storm drain riser inlets; one 5 foot diameter manhole; and 280 square feet of sod.

City staff has verified that all work and punch list items were completed in accordance with the plans and contract. City staff recommends making the final payment. The two year warranty period started at the time of substantial completion which was November 23, 2017.

**Fiscal Impact:**

City Storm Drain funding and City Street funding were used to fund this project.

**Alternatives:**

The City Commission could vote to deny Final Payment.

ATTACHMENTS:

- Final Pay Documents



City of Great Falls  
 2 Park Dr S  
 Great Falls, MT 59401  
 Phone (406) 455-8425

**Changed  
 Purchase Order  
 No. 2018-00000126**

**DATE 12/04/2017**

**Ship To**  
 CITY OF GREAT FALLS  
 PUBLIC WORKS DEPARTMENT  
 1005 25TH AVE NE  
 GREAT FALLS, MT 59404

**Bill To**  
 CITY OF GREAT FALLS  
 ACCOUNTS PAYABLE  
 PO BOX 5021  
 GREAT FALLS, MT 59403

**Vendor**  
**Vendor No. 1872**  
 GERANIOS ENTERPRISES INC  
 210 4TH AVE N  
 PO BOX 2543  
 GREAT FALLS, MT 59403-2543

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
 PAGE 1 of 1  
**ORIGINATOR:** Kari Wambach

**NOTE:**

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - OF 1666.3 MISC DRAIN IMPRV NW SIDE ALLEYS PH 1 APP 100317 2520.31.531.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 9,900.00 PW391803 5315.31.575.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 43,930.06 PW391803  <i>Final Pay            Close PO</i>	Item Changed	53,830.0600	\$53,830.06
<b>PURCHASE ORDER TOTAL</b>					<b>\$53,830.06</b>

**Special Instructions:** PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.



**PROJECT FUNDING/EXPENDITURE SUMMARY**

**OF 1666.3, Miscellaneous Drainage Improvements NW Side Alleys Phase 1**

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 10/05/2017

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Geranios Enterprises Inc.	Storm Drain	\$50,652.16					\$53,830.06	\$50,652.16	\$3,177.90
	5315-31-575-49310						\$0.00	\$0.00	\$0.00
	DATE	12/7/2017					\$53,830.06	\$50,652.16	\$3,177.90

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
M. DEPT. OF REV. 1%	Storm Drain	\$511.64					\$543.74	\$511.64	\$32.10
	5315-31-575-49310						\$0.00	\$0.00	\$0.00
	DATE	12/7/2017					\$543.74	\$511.64	\$32.10

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MISCELLANEOUS	Storm Drain	\$641.80					\$5,000.00	\$641.80	\$4,358.20
	5315-31-575-49310						\$0.00	\$0.00	\$0.00
	VENDOR DATE Tribune	8/29/2017					\$5,000.00	\$641.80	\$4,358.20

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW391803	5315-31-575-49310	Storm Drain	\$54,373.80	\$51,163.80	\$3,210.00
	5315-31-575-49310	Storm Drain	\$5,000.00	\$641.80	\$4,358.20
	<b>TOTALS</b>		<b>\$59,373.80</b>	<b>\$51,805.60</b>	<b>\$7,568.20</b>



APPLICATION FOR PAYMENT NO. FINAL

To: City of Great Falls (OWNER)  
From: Geranios Enterprises, Inc. (CONTRACTOR)  
Contract: Phase I O. F. 1666.3  
Project: Storm Drain Installation  
OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. PW391803  
For Work accomplished through the date of: November 31, 2017

1.	<b>Original Contract Price:</b>	\$	<u>54,373.70</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>54,373.70</u>
4.	Total completed _____ and stored \$ _____ to date:	\$	<u>51,163.80</u>
5.	Retainage (per Agreement):		
	<u>0</u> % of Completed Work: \$ _____		
	<u>0</u> % of stored material: \$ _____		
	Total Retainage:	\$	<u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>51,163.80</u>
7.	Less previous Applications for Payments:	\$	<u>0.00</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>51,163.80</u>
9.	Less 1% State Gross Receipts Tax:	\$	<u>511.64</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	\$	<u>50,652.16</u>

Accompanying Documentation:

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 12/7/2017

Geranios Enterprises, Inc.

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12/11/2017

Russell Brewer, P.E.  
ENGINEER

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

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. Modified by the City of Great Falls to add items 9 and 10.

Office File Name: Misc. Drainage Improvements NW Side Alleys Phase 1  
 O.F. 1666.3

Prepared by the City Engineers Office

12/1/2017

Item #	Description of Pay Items	Actual		Final Pay Request		Total
		Qty	Unit	Unit Price	Geranios Enterprises	
101	12" SDR 35 PVC Storm Drain Pipe	440	LF	\$54.30	\$23,892.00	\$23,892.00
102	24" Storm Drain Riser Inlet	2	EA	\$2,462.70	\$4,925.40	\$4,925.40
103	5' Diameter Manhole	1	EA	\$4,520.60	\$4,520.60	\$4,520.60
104	Additional Manhole Depth	8	VF	\$496.60	\$3,972.80	\$3,972.80
105	Base Course, 1 1/2" Minus	214	CY	\$34.00	\$7,276.00	\$7,276.00
106	Type II Bedding	0	CY	\$43.70	\$0.00	\$0.00
107	Imported Backfill	0	CY	\$12.30	\$0.00	\$0.00
108	Curb and Gutter (R&R)	5	LF	\$41.40	\$207.00	\$207.00
109	Separation Geotextile	250	SF	\$1.40	\$350.00	\$350.00
110	Sod	280	SF	\$4.00	\$1,120.00	\$1,120.00
111	Miscellaneous Work	4,900	Unit	\$1.00	\$4,900.00	\$4,900.00

**Total Base Bid Amount, Items 101-111**

**Sub Total \$51,163.80**

*COGF RET 5%* \$0.00

**Subtotal \$51,163.80**

*MT. DEPT. OF REV. 1%* \$511.64

**Total to Contractor \$50,652.16**



City of Great Falls  
 2 Park Dr S  
 Great Falls, MT 59401  
 Phone (406) 455-8425

**Changed  
 Purchase Order  
 No. 2018-00000127**

**DATE 12/04/2017**

**Ship To**  
 CITY OF GREAT FALLS  
 PUBLIC WORKS DEPARTMENT  
 1005 25TH AVE NE  
 GREAT FALLS, MT 59404

**Bill To**  
 CITY OF GREAT FALLS  
 ACCOUNTS PAYABLE  
 PO BOX 5021  
 GREAT FALLS, MT 59403

**Vendor**  
**Vendor No. 1129**  
 STATE OF MONTANA  
 DEPT OF REVENUE  
 MISC TAX DIVISION - MITCHELL BLDG  
 PO BOX 5835  
 HELENA, MT 59604-5835

**DELIVER BY  
 SHIP VIA  
 FREIGHT TERMS  
 PAGE 1 of 1  
 ORIGINATOR: Kari Wambach**

**NOTE:**

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - CHNG TO PO 1% WITHHOLDING FOR GERANIOS ENT ON OF 1666.3 2520.31.531.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 100.00 PW391803 5315.31.575.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 443.74 PW391803	Item Changed	543.7400	\$543.74
<i>Final Pay Close PO</i>					
<b>PURCHASE ORDER TOTAL</b>					<b>\$543.74</b>

**Special Instructions:** PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.



**PROJECT FUNDING/EXPENDITURE SUMMARY**

**OF 1666.3, Miscellaneous Drainage Improvements NW Side Alleys Phase 1**

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 10/05/2017

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Geranios Enterprises Inc.	Storm Drain	\$50,652.16					\$53,830.06	\$50,652.16	\$3,177.90
	5315-31-575-49310						\$0.00	\$0.00	\$0.00
	DATE	12/7/2017					\$53,830.06	\$50,652.16	\$3,177.90

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
M.F. DEPT. OF REV. 1%	Storm Drain	\$511.64					\$543.74	\$511.64	\$32.10
	5315-31-575-49310						\$0.00	\$0.00	\$0.00
	DATE	12/7/2017					\$543.74	\$511.64	\$32.10

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MISCELLANEOUS	Storm Drain	\$641.80					\$5,000.00	\$641.80	\$4,358.20
	5315-31-575-49310						\$0.00	\$0.00	\$0.00
	DATE	8/29/2017					\$5,000.00	\$641.80	\$4,358.20
VENDOR	Tribune								



PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW391803					
	5315-31-575-49310	Storm Drain	\$54,373.80	\$51,163.80	\$3,210.00
	5315-31-575-49310	Storm Drain	\$5,000.00	\$641.80	\$4,358.20
	<b>TOTALS</b>		<b>\$59,373.80</b>	<b>\$51,805.60</b>	<b>\$7,568.20</b>



## Contractors Gross Receipts Gross Receipts Withholding Return

1. Contract Awarded by:  Agency  Prime Contractor

Federal Identification Number (FEIN): 81 - 6001269		
Name: City of Great Falls		
Address: PO Box 5021		
City: Great Falls	State: MT	Zip Code 59403

2. Contract Awarded to:  Prime Contractor  Sub Contractor

Federal Identification Number (FEIN): 20 - 4113309		
Name: Geranios Enterprises		
Address: PO Box 2543		
City: Great Falls	State: MT	Zip Code 59403

3. Government Issued Contract Number .....	3.	OF 1666.3
4. Contract Award Date .....	4.	3-Oct-17
5. Month and year increment payment earned .....	5.	Nov-17
6. Gross amount due prime contractor or sub-contractor at the time of this report .....	6.	\$51,163.80
7. Amount Withheld (1% of line 6) (If payment made to prime contractor from awarding agency, remittance must accompany this report) .....	7.	\$511.64
8. Net amount paid prime contractor or sub-contractor at the time of this report .....	8.	\$50,652.16
9. Check proper box for type of return being filed:		
<input checked="" type="checkbox"/> Remittance attached for credit to prime contractor's account (amount paid) .....	9a.	\$511.64
<input type="checkbox"/> Sub-Contractor allocation. Authorization to transfer credit to sub-contractor Failure of prime contractor to file a distribution report within thirty (30) days of payment will result in a 10% penalty. Date payment made to sub-contractor .....	9b.	20-Dec-17

10. Description of work to be performed:  
Install approximately 440 feet of 12" PVC storm pipe and 20 lineal feet of curb and gutter.

11. Location of work to be performed (be specific):  
4th Alley NW between Vaughn Road and 15th Street SW in Great Falls, MT,

The agency or contractor must, in accordance with Section 15-5-206, Montana Code Annotated, withhold one percent (1%) of incremental payments due the contractor or sub-contractor. Amounts withheld from a prime contractor must be forwarded with this report to the Department of Revenue. Amounts withheld from sub-contractors must be reported on this form so that proper allocation of credit can be made from prime contractor's account to the sub-contractor.

Return Submitted by:  Agency  Prime Contractor  Sub-Contractor

Award Authorization  
Preparer's Signature: [REDACTED]

Preparer's Title: Engineering Administrative Secretary Date: 11 Dec 17  
Phone: 406.771.1258 Fax: 406.771.0700

Mail this return to:  
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835





**Item:** Professional Services Agreement with Robert Peccia & Associates for the preparation of the Great Falls Area Long Range Transportation Plan Minor Update (O.F. 1662.1)

**From:** Andrew Finch, Senior Transportation Planner

**Initiated By:** Great Falls Metropolitan Planning Organization

**Presented By:** Craig Raymond, Director, P&CD

**Action Requested:** Approve Professional Services Agreement

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) the professional services agreement with Robert Peccia & Associates in the amount of \$95,860, for a minor update of the Great Falls Area Long Range Transportation Plan."

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

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**Staff Recommendation:**

Approve the professional services agreement.

**Summary:**

The Great Falls Planning & Community Development Department serves as staff to the Metropolitan Planning Organization. The Long Range Transportation Plan must be updated every four years to comply with Federal Transportation Planning regulations. To aid in the update, consultant services are desired. After a formal advertising and selection process, Robert Peccia & Associates was selected as the preferred consultant with the required qualifications.

**Background:**

The Great Falls Urban Area's Long Range Transportation Plan underwent a major update in 2014. The Plan is a valuable tool for identifying community transportation priorities and guiding local decisions. To ensure the Plan is current with Federal Transportation Planning regulations, Planning staff has begun the process to update the Plan.

The Great Falls Urban Area has a central city with a population greater than 50,000, and therefore has

certain responsibilities for local transportation planning — one of which is to have a current, compliant long range transportation plan. The transportation plan must be updated at least every four years, and also must be compliant with air quality regulations and meet other relevant federal transportation planning requirements. In addition, a new Federal transportation act (termed, "FAST-Act") has imposed additional planning requirements that must be addressed.

**Selection Process:**

The Planning & Community Development Department staff serves as staff to the Transportation Planning Process. Serving in this capacity, staff advertised for consultant services to prepare the plan update, with one proposal received.

A selection committee met and unanimously ranked Robert Peccia & Associates (RPA) of Helena as a well qualified firm with a proposal that will meet the desired outcomes within the desired timeframe. The committee also approved of the general work plan included in RPA's proposal, and staff negotiated a final scope of work and cost.

As the City is the agency with contracting authority for local transportation planning, the City Commission is being asked to approve the contract to hire Robert Peccia & Associates for the preparation of the Plan. Planning & Community Development Department staff will administer the contract on behalf of the Great Falls Metropolitan Planning Organization (governed by the Technical Advisory Committee and Policy Coordinating Committee).

**Project Scope:**

Staff has reviewed the current Plan. Because of the area's relatively steady growth, and with growth in employment, population and traffic occurring as projected, and because few of the recommended projects have been implemented, staff has identified a limited update to be the most appropriate for this plan update cycle.

The update will be limited to those items necessary for compliance with Federal Transportation Planning regulations. Generally, the consultant will review and update growth projections, determine validity of the traffic model, update project list and cost estimates, update figures, review funding sources/levels, perform an updated air quality conformity analysis, and add anything necessary for compliance.

The Update is anticipated to be complete by April 2018.

**Fiscal Impact:**

There will be no fiscal impact to the City of Great Falls. All funding for the Plan Update will be paid with Federal Transportation Planning funds made available for that purpose.

**Alternatives:**

The City Commission could vote to deny the professional services agreement.

**Concurrences:**

The Montana Department of Transportation has reviewed the proposed cost and Scope of Services and concurs in the award of the contract.

ATTACHMENTS:

- Professional Services Agreement
- Scope of Services
- Nondiscrimination and Disability Accommodation Notice

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "City," and Robert Peccia & Associates, P. O. Box 5653, Helena, MT 59604, hereinafter referred to as "Consultant."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

**1. Purpose:** City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit "A" and by this reference made a part hereof.

**2. Term of Agreement:** This Agreement is effective upon the date of its execution through August, 2018. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

**3. Scope of Work:** Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services, attached and incorporated as Exhibit "A."

**4. Payment:** City agrees to pay Consultant **ninety-five thousand, eight hundred and sixty dollars (\$95,860)** per lump sum for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

**5. Independent Contractor Status:** The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers'

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

**6. Indemnification:** To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's performance of this Agreement and Consultant's work on the Project or work of any subcontractor or supplier to Consultant.

**7. Insurance:** Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Consultant will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

**Insurance Coverage at least in the following amounts is required:**

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

Consultant may provide applicable excess or umbrella coverage to supplement Consultant's existing insurance coverage, if Consultant's existing policy limits do not satisfy the coverage requirements as set forth above.





**10. Nondiscrimination:** Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law. Consultant further agrees to abide by all provisions contained in the attached “MDT Nondiscrimination and Disability Accommodation Notice.”

**11. Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

**12. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant’s rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

**13. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City’s sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

**14. Liaison:** City’s designated liaison with Consultant is **Scott Randall, PE**, and Consultant’s designated liaison with City is **Andrew Finch, Senior Planner**.

**15. Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

**16. Binding:** This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Consultant respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Consultant shall

have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

**17. Amendments:** Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

**IN WITNESS WHEREOF,** Consultant 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**

**CONSULTANT**

By \_\_\_\_\_  
Gregory T. Doyon, City Manager

By \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

(Seal of the City)

\_\_\_\_\_  
Darcy Dea, Deputy City Clerk

\* APPROVED AS TO FORM:

By \_\_\_\_\_  
Joseph P. Cik, Assistant, 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.

# SCOPE OF SERVICES

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We understand that this LRTP Update is intended as a minor update to the 2014 LRTP. While considered minor, there are still requirements that must be met to ensure a compliant document. The Plan must be fully compatible with state and federal codes, including provisions of the Fixing America's Surface Transportation Act (FAST-Act). The Plan will address all modes of transportation in a balanced attempt to meet the current and future transportation needs of Great Falls while remaining in compliance with state and federal requirements.

The LRTP Update will guide development of, and investment, in the community's transportation systems. The Plan will do so in a comprehensive manner by assessing applicable background information, analyzing options and alternatives, incorporating meaningful input from citizens and local officials, and providing a framework for future efforts within the context of state and federal rules, regulations, and budget allocations.

## Task Descriptions

Because the Update is considered minor, and due to federally-mandated deadlines, a well-defined scope and schedule are imperative to ensure a successful and compliant plan. The satisfactory completion of the LRTP Update within the time and resource constraints requires that RPA begin the project with a good understanding of all relevant local, state and federal issues, and move efficiently through each stage of the Plan development. As a result, we will approach Plan development through a series of distinct work tasks. The preliminary tasks anticipated to take the LRTP Update from beginning to final adoption are identified in this section.

### Task 1. Project Management and Administration

This task includes overall project management aspects associated with managing this study, both internal and external. General management and coordination duties include the following, and do not logically fall under other tasks/sub-tasks identified for this study:

- Phone conversations and email correspondence with the public and interested citizens.
- Phone conversations and email correspondence with City and/or MDT staff.
- Informal meetings with City and/or MDT that are not part of the regularly scheduled meetings.
- Internal project management duties at RPA to monitor scope, schedule and budget.
- Project invoicing and accounting.

#### Sub-Tasks:

Task 1.1: General Management and Coordination Duties  
 Task 1.2: Project Invoicing and Progress Reports  
 Task 1.3: Project Setup and Closeout

#### Task Deliverables:

- Contract documents (electronic)
- Monthly invoices and progress reports – 3 (hard copies)

## Task 2. Public Involvement and Meetings

This task includes the anticipated public participation activities and various meetings expected to be completed throughout the study process. For this project, we propose a number of public involvement strategies designed to work together to reach the most people possible and elicit meaningful participation. The following describes the Public Involvement Plan anticipated for this LRTP Update:

### ELECTRONIC MEDIA

A Transportation Plan website will be developed to encourage public interaction and to provide information. The website will be updated as needed throughout the planning process. The website will contain contact information, meeting announcements, frequently asked questions (FAQs) about the long-range planning process, the 2014 Plan, finalized documents, and interim memorandums. An interactive map will also be developed to show recommendations made in the 2014 LRTP. The map will allow users to see and comment on the project recommendations.

### TAC MEETINGS

The development of this project will be overseen by the Great Falls Transportation Technical Advisory Committee (TAC). The TAC has historically acted in the advisory and oversight role of previous transportation planning efforts, and submits recommendations to the Great Falls Policy Coordinating Committee (PCC). RPA will attend monthly up to 2 TAC meetings to discuss the LRTP Update. The first meeting will be held early in the plan development to discuss the scope and process for the Update. The second meeting will be held when a draft report is developed and made available for review.

### INFORMATIONAL MEETINGS

RPA will host two public informational meetings for this LRTP Update. The first meeting will be held early in the planning process. The meeting is anticipated to be held as an open house format which will allow for engaging one-on-one conversations. Identified stakeholders, interested parties, and the public will be invited to discuss their views on the transportation needs and goals for Great Falls. The meeting will focus on providing a summary of the 2014 LRTP and discussing what changes might be needed for the Update. A second public informational meeting will be held to present the draft LRTP Update. The meeting will be used to discuss changes made to the 2014 LRTP and to review the recommendations and vision outlined in the LRTP Update. As with the first informational meeting, identified stakeholders, interested parties, and the public will be invited to attend.

RPA will facilitate these public meetings and will have the project manager present, as well as other staff members as needed. The City of Great Falls will be responsible for arranging the venues for the informational meetings and for advertising them in the local newspaper.

### PROJECT CONTACTS

RPA will make its project manager and lead engineers available for personal contacts and discussions with smaller groups and members of the public. These interactions will be conducted on a case-by-case basis. It is anticipated that individual outreach will be limited due to the nature of the minor update and shortened schedule. Key stakeholders and interested parties will be invited to attend the public meetings to allow for efficient dialogue with the project team. Resource Agencies will be asked to review the draft LRTP Update.

### LRTP ADOPTION MEETINGS

The City will be responsible for facilitating all meetings required for the LRTP adoption process. This scope does not include RPA's attendance at these meetings.



**Sub-Tasks:**

- Task 2.1: Develop Website and Interactive Map
- Task 2.2: Prepare for and Attend TAC Meetings (up to 2)
- Task 2.3: Prepare for and Facilitate Informational Meetings (up to 2)
- Task 2.4: Miscellaneous Project Contacts and Public Comments

**Task Deliverables:**

- Website and online content (electronic content as required)
- Informational Meeting materials (content as required)
- Public Comment Matrix (electronic)

**Task 3: Existing and Projected Conditions Evaluation**

This task includes a review of data and analysis from the 2014 LRTP to evaluate the reasonableness of past information. No additional data gathering is included with this task. Due to the limited growth and only minor changes to the transportation system occurring since 2014, the majority of the analysis and conclusions made in the past LRTP are anticipated to still be valid. The following describes the work effort anticipated to update the existing and projected conditions for this Update:

**EXISTING TRANSPORTATION SYSTEM**

- Major Street Network: No changes are anticipated.
- Existing Roadway Volumes and Capacity: Update average annual daily traffic data where available. Update volume to capacity ratios where new AADT is available.
- Existing Intersection Level of Service: Update where new intersection traffic data is available. No new data will be collected.
- Non-motorized Transportation: Update the existing system to reflect current conditions. A new survey will not be conducted.
- Transit: Update to match current Transit Development Plan.
- Pavement Condition: No changes are anticipated. No new data is available.

**PROJECTED TRANSPORTATION SYSTEM**

- Socioeconomics: A review of the 2014 LRTP data will be conducted to determine the reasonableness of the information. It is not anticipated that a new socioeconomics data review will be necessary due to the limited growth in the Great Falls area. It is likely that the socioeconomic conditions from the 2014 LRTP are still relevant for this Update.
- Land Use and Projected Growth: A review of the projected growth conditions from the 2014 LRTP will be conducted. It is anticipated that the projected growth will still be appropriate for this Update. Minor updates will be made to project to the planning horizon of 2038.
- Travel Demand Model Development: A new 2015 base model has been developed by MDT. Land use projections made for the 2014 LRTP will be updated to represent 2038 projections. A new 2038 model will be developed by MDT to reflect the planning horizon.
- Projected Transportation Conditions: The projected transportation conditions will be updated for the new projected year of 2038 to ensure a 20-year planning horizon for the Update.
- Alternative Modeling Scenarios: No new alternative modeling is anticipated.

**SAFETY**

- An updated analysis and review of recent crash data for the study area will be completed.

## **FREIGHT AND SECURITY**

- Only minor changes to these chapters are anticipated. It is anticipated that the discussion and conclusions made in the 2014 LRTP are still valid for this Update. The “Existing Goods Movement Routes and Facilities” maps will be updated if new facilities have been developed since 2014. Security Consultation contact information will be update as appropriate. Guidelines for transportation security identified in the FAST-Act will be added to the “Plans, Policies and Guidelines for Transportation Security” table.

### **Sub-Tasks:**

- Task 3.1: Data Analysis and Review
- Task 3.2: Safety Data Analysis
- Task 3.3: Land Use Forecasting and Projections Review
- Task 3.4: Travel Demand Modeling Confirmation
- Task 3.5: Active Transportation Network Review
- Task 3.6: Existing and Projected Conditions Minor Updates

### **Task Deliverables:**

- Revised existing and projected conditions evaluation (technical memo update)

## **Task 4: Review and Update Recommendations**

The recommendations made in the 2014 LRTP will be reviewed to determine if they are still relevant and if any modifications are needed. Any projects completed since 2014 will be removed as recommendations and new committed projects will be identified. The non-motorized needs and recommendations will also be reviewed and updated for current conditions. All project cost estimates will be updated. The transit projects will be updated based on the newest Transit Development Plan. The Financial Plan and Fiscal Constraint Chapter will be updated based on the new project cost estimates, committed expenditures, and anticipated revenue. Operational and management strategies aimed at improving the performance of transportation facilities will be identified.

### **Sub-Tasks:**

- Task 4.1: Review and Update Roadway Project Recommendations
- Task 4.2: Review and Update Non-Motorized Recommendations
- Task 4.3: Update Cost Estimates
- Task 4.4: Update Transit Projects
- Task 4.5: Operational and Management Strategies
- Task 4.6: Update Financial Plan and Fiscal Constraint

### **Task Deliverables:**

- Revised facility recommendations (technical memo update)
- Updated financial plan and fiscal constraint analysis (technical memo update)

## **Task 5: Conformity and Compliance Review**

RPA will review and update the Air Quality Conformity Determination Technical Memorandum prepared in 2013 to reflect subsequent changes in the status of the Great Falls Carbon Monoxide (CO) Maintenance Area, CO monitoring strategies, or administrative actions relevant to the Maintenance Area. Online research and coordination (as needed) with the EPA, MDEQ, and City

Planning staff will be conducted to identify these changes. RPA will incorporate relevant new information into an updated Air Quality Conformity Determination.

RPA will consult the *TranPlanMT* and MDT's *Performance Programming Process: A Tool for Making Investment Decisions* document to identify relevant goals and adopted performance measures and performance targets to can be included in the updated LRTP. RPA will also review the 2014 LRTP Goals and Objectives for consistency with national and state performance goals. RPA understands the establishment of independent performance targets for the Great Falls area will not be required.

The Update will be reviewed for compliance with FAST-Act requirements. A review and modifications to the LRTP Goals and Objectives will be made to align the Plan with the 10 planning factors identified in Title 23 U.S. Code § 134(f). Additional discussion will be included in the Additional Considerations chapter related to the two new planning factors identified under the FAST Act: (I) improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and (J) enhance travel and tourism.

#### **Sub-Tasks:**

- Task 5.1: Air Quality Determination
- Task 5.2: Identify and Evaluate Performance Measures
- Task 5.3: Evaluate Compliance with FAST Act

#### **Task Deliverables:**

- Conformity Determination (technical memo update)
- Performance Measures (new chapter)
- Revised LRTP Goals and Objectives (technical memo update)
- Updated additional considerations (technical memo update)

### **Task 6: Report Preparation**

Preparation of the LRTP Update Report is the culmination of all previously completed work. The report document will include the results of all aspects of the planning process, address issues established during the process, and list all of the recommended improvement projects and programs. The final report will be developed as a concise, user-friendly document with appendices for the more detailed technical memorandum developed as part of the LRTP. All figures and relevant text will be updated to ensure a consistent 2018 LRTP document, with a 20-year planning horizon. The LRTP Update will be developed in draft (electronic) and final versions (25 hard copies and electronic). The draft version will be presented to the public and made available for public review. A notice will be sent out to Resource Agencies asking for their review. Following review, a final version will be developed for the adoption process.

#### **Sub-Tasks:**

- Task 6.1: Revise and Update Figures and Graphics
- Task 6.2: Revise and Update Text and References
- Task 6.3: Develop Draft LRTP Report
- Task 6.4: Revise and Produce LRTP Report

#### **Task Deliverables:**

- Draft LRTP Report (electronic)
- Final LRTP Report (25 hard copies, electronic)

## Estimated Schedule

We understand that, due to Federally mandated timelines, the LRTP Update must be adopted by April 23, 2018. As such, a final plan must be completed by March 28<sup>th</sup>. Meeting the required deadline requires that a notice-to-proceed be issued by January 3<sup>rd</sup>, 2018. It also requires that the future travel demand model developed by MDT (see Task 3) be finalized by February 9, 2018.

**Attachment 1** shows how we anticipate completing the proposed tasks by the required deadlines.

## Estimated Cost

It is proposed that this Update be completed for the lump sum payment of \$95,860. This cost estimated includes labor fees, overhead, direct expenses, and profit. A detailed cost estimate is included as **Attachment 2**.



ACTIVITY	JAN-18				FEB-18				MAR-18				APR-18			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
<b>1.0 PROJECT MANAGEMENT AND ADMINISTRATION</b> Notice to Proceed (by January 3rd)	[Shaded]															
<b>2.0 PUBLIC INVOLVEMENT</b> Develop Website and Interactive Map TAC Meeting Informational Meeting Adoption Process	[Shaded]								[Shaded]				[Shaded]			
<b>3.0 EXISTING AND PROJECTED CONDITIONS EVALUATION</b> Data Analysis and Review Land Use Forecasting and Projections Travel Demand Model Confirmation Existing and Projected Conditions Minor Updates	[Shaded]				[Shaded]											
<b>4.0 REVIEW AND UPDATE RECOMMENDATIONS</b> Project Recommendations and Cost Estimates Financial Plan and Fiscal Constraint	[Shaded]				[Shaded]				[Shaded]							
<b>5.0 CONFORMITY AND COMPLIANCE REVIEW</b> Air Quality Determination Performance Measures FAST Act Compliance					[Shaded]				[Shaded]							
<b>6.0 REPORT PREPARATION</b> Draft Report Public Review Final Report (March 28th) Final Plan Adoption (April 23rd)									[Shaded]				[Shaded]			



Final Travel Demand Model



Report Deliverable





TASK	DESCRIPTION	Project Manager \$ 47.38	Senior Planner \$ 45.46	Transportation Planner \$ 32.72	Graphics/GIS \$ 30.44	Admin/Accounting \$ 29.96	TOTAL
<b>1.0 Project Management and Administration</b>							
1.1	General Management and Coordination Duties	32.0	4.0				36.0
1.2	Project Invoicing and Progress Reports (up to 3)	4.0				6.0	10.0
1.3	Project Setup and Closeout	2.0				4.0	6.0
<b>Sub Total Hours</b>		<b>38.0</b>	<b>4.0</b>	<b>0.0</b>	<b>0.0</b>	<b>10.0</b>	<b>52.0</b>
<b>2.0 Public Involvement</b>							
2.1	Develop Website and Interactive Map	8.0		12.0	24.0		44.0
2.2	Prepare for and attend TAC Meetings (up to 2)	20.0					20.0
2.3	Prepare for and Facilitate Informational Meetings (up to 2)	32.0	4.0	24.0	12.0		72.0
2.4	Miscellaneous Project Contacts and Public Comments	8.0		12.0	4.0		24.0
<b>Sub Total Hours</b>		<b>68.0</b>	<b>4.0</b>	<b>48.0</b>	<b>40.0</b>	<b>0.0</b>	<b>160.0</b>
<b>3.0 Existing and Projected Conditions Evaluation</b>							
3.1	Data Analysis and Review	4.0	4.0	16.0			24.0
3.2	Safety Data Analysis	2.0		16.0			18.0
3.3	Land Use Forecasting and Projections Review	6.0	4.0	16.0			26.0
3.4	Travel Demand Modeling Confirmation	6.0		16.0			22.0
3.5	Active Transportation Network Review	4.0		8.0			12.0
3.6	Existing and Projected Conditions Minor Updates	8.0	4.0	40.0			52.0
<b>Sub Total Hours</b>		<b>30.0</b>	<b>12.0</b>	<b>112.0</b>	<b>0.0</b>	<b>0.0</b>	<b>154.0</b>
<b>4.0 Review and Update Recommendations</b>							
4.1	Review and Update Roadway Project Recommendations	8.0	2.0	16.0			26.0
4.2	Review and Update Non-Motorized Recommendations	2.0		8.0			10.0
4.3	Update Cost Estimates	6.0		24.0			30.0
4.4	Update Transit Projects	2.0		4.0			6.0
4.5	Operational and Management Strategies	2.0	4.0	8.0			14.0
4.5	Update Financial Plan and Fiscal Constraint	4.0	8.0	16.0			28.0
<b>Sub Total Hours</b>		<b>24.0</b>	<b>14.0</b>	<b>76.0</b>	<b>0.0</b>	<b>0.0</b>	<b>114.0</b>
<b>5.0 Conformity and Compliance Review</b>							
5.1	Air Quality Determination	2.0	24.0	4.0			30.0
5.2	Identify and Evaluate Performance Measures	4.0	32.0	8.0			44.0
5.3	Evaluate Compliance with FAST Act	8.0	16.0	24.0			48.0
<b>Sub Total Hours</b>		<b>14.0</b>	<b>72.0</b>	<b>36.0</b>	<b>0.0</b>	<b>0.0</b>	<b>122.0</b>
<b>6.0 Report Preparation</b>							
6.1	Revise and Update Figures and Graphics	6.0	2.0	8.0	16.0		32.0
6.2	Revise and Update Text and References	8.0	12.0	32.0			52.0
6.3	Develop Draft LRTP Report	12.0	4.0	40.0	16.0		72.0
6.4	Revise and Produce Final LRTP Report	4.0	2.0	8.0	2.0	4.0	20.0
<b>Sub Total Hours</b>		<b>30.0</b>	<b>20.0</b>	<b>88.0</b>	<b>34.0</b>	<b>4.0</b>	<b>176.0</b>
TOTAL PERSON-HOURS		204.0	126.0	360.0	74.0	14.0	778.0
<b>LABOR SUBTOTAL COST</b>		<b>\$ 9,665.52</b>	<b>\$ 5,727.96</b>	<b>\$ 11,779.20</b>	<b>\$ 2,252.56</b>	<b>\$ 419.44</b>	<b>\$ 29,844.68</b>
<b>DIRECT EXPENSES</b>							
Computer	Per Hour	\$ 2.25			Hours	686.0	\$ 1,543.50
Printing (25 Copies @ 150 pages each)	Per Page	\$ 0.66			Copies	3750.0	\$ 2,475.00
Mileage (4 trips at 200 miles each)	Per Mile	\$ 0.535			Miles	800.0	\$ 428.00
Per Diem - Day	Per Day	\$ 46.00			Days	6.0	\$ 276.00
Per Diem - Lodging	Per Night	\$ 93.00			Nights	2.0	\$ 186.00
<b>DIRECT EXPENSE SUBTOTAL</b>							<b>\$ 4,908.50</b>
<b>SUMMARY OF ENGINEERING SERVICES</b>							
Direct Labor							\$ 29,844.68
General Overhead					1.65		\$ 49,243.72
Direct Expense							\$ 4,908.50
Profit					0.15		\$ 11,863.26
<b>TOTAL:</b>							<b>\$ 95,860</b>

**MDT NONDISCRIMINATION  
AND  
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

**Federal protected classes**

Race, color, national origin,  
sex, sexual orientation, gender identity,  
age, disability, & Limited English Proficiency

**State protected classes**

Race, color, national origin, parental/marital status,  
pregnancy, childbirth, or medical conditions  
related to pregnancy or childbirth, religion/  
creed, social origin or condition, genetic  
information, sex, sexual orientation, gender  
identification or expression, national origin,  
ancestry, age, disability mental or physical, political  
or religious affiliations or ideas, military service or  
veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-discrimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
  - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
  - iii. Contact information for PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this agreement the PARTY assures that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

**(5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**(6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

**(7) Pertinent Non-Discrimination Authorities:**

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statues and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

*State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

**(8) Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.





**Item:** Construction Contract Award: Sanitary Sewer Trenchless Rehabilitation, Phase 20, O.F. 1674.6.

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Consider Bid and Award Construction Contract.

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (award/not award) a contract in the amount of \$565,000.00 to Planned and Engineered Construction Inc. (PEC) for the Sanitary Sewer Trenchless Rehabilitation, Phase 20, and authorize the City Manager to execute the construction contract documents.”

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

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**Staff Recommendation:**

Approve construction contract award.

**Background:**

Significant Impacts

This project is a continuation of the ongoing rehabilitation program of sanitary sewer mains that utilizes trenchless technologies. The use of this technology greatly extends the life and reduces maintenance cost of deteriorating sewer mains without disturbing soils or structures above the main. Approximately 13,303 linear feet of sewer main, located throughout the city, is scheduled to be lined in this project.

Citizen Participation

The construction activity will have little impact on the citizens of Great Falls. The contractor is required to keep the sewer mains functioning by utilizing bypass pumping.

Workload Impacts

The Utility Division of the City’s Public Works Department completed sewer main camera inspections

that were used to identify and prioritize sewer mains which needed rehabilitation. City Engineering staff designed the project and will perform construction inspection and contract administration duties.

Purpose

Many of the sewer mains in Great Falls have outlasted their intended service life. Although the sewer mains are functioning, the aged lines develop pits, cracks, and holes. These defects can lead to raw sewage leaking into ground water, and also make routine maintenance difficult.

Utilizing Cured-in-Place-Pipe (CIPP) will extend the service life and alleviate the issues stated above. Trenchless technology was chosen for this project for several reasons: including lower cost, ease of installation, greatly reduced surface disruption, and elimination of utility conflicts.

Project Work Scope

This project will rehabilitate 13,303 linear feet of 8, 9, 12, 15, and 20-inch diameter sewer mains at forty-one (41) locations spread around the City. These locations are as follows:

4th Alley N. 1300 Block	2nd Alley S. 300 Block
1st Alley N. 1700 Block	6th Alley S. 1000 Block
6th Alley S. 2500 Block	5th St SW. 5th Alley SW to 5th Ave SW
12th Alley S. 1900 Block	5th St SW. 5th Alley SW to 4th Alley SW
4th Alley N. 4600 block	5th St SW. 4th Alley SW to 3rd Ave SW
4th Alley N. 4700 block	5th St SW. 3rd Alley S to 3rd Ave SW
35th St N. 2nd Alley S - 3rd Alley S	5th St SW. 3rd Ave SW to 2nd Ave SW
35th St N. 1st Alley S - 2nd Alley S	6th St SW. @ 2nd Ave SW
35th St N. 1st Alley S - 1st Alley N	5th St SW. 2nd Ave SW to 2nd Alley SW
35th St N. 1st Alley N - 2nd Alley N	5th St SW. 2nd Alley SW to 1st Alley SW
35th St N. 2nd Alley N - 3rd Alley N	Riverview 4 E at Division
3rd Alley N. 3400 Block	18th Ave N.W. 600 Block
34th St N. 3rd Alley N - 4th Alley N	1st Alley S.W. 1200 Block
34th St N. 4th Alley N - 5th Alley N	1st Alley N.W. 1300 Block
34th St N. 5th Alley N - 6th Alley N	5th Alley N.W. 1000 Block
34th St N. 6th Alley N - 7th Alley N	6th Alley N.W. 900 Block
34th St N. 7th Alley N - 8th Alley N	4th Alley N.W. 900 Block
34th St N. 8th Alley N - 9th Alley N	16th Alley S. 100 Block
34th St N. 9th Alley N - 9th Ave N	1st Alley N. 500 Block
34th St N. 9th Ave N - Fairway Dr	Crescent Court

Evaluation and Selection Process

Two bids were received from Planned and Engineered Construction, Inc. (PEC) and Insituform Technologies and opened on December 20, 2017. The two bids provided were: \$565,000.00, and \$577,905.60, with PEC providing the low bid.

Conclusion

City Staff recommends awarding the construction contract to PEC in the amount of \$565,000.00. PEC has successfully completed numerous sewer rehabilitation projects in Great Falls and around the region.

ATTACHMENTS:

- OF 1674.6 Bid Tab

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

BID TABULATION SUMMARY

OFFICE FILE 1674.6  
 SANITARY SEWER TRENCHLESS REHAB. PHASE 20

BIDS TAKEN AT CIVIC CENTER

DATE: 20-DEC-17

TABULATED BY: KARI WAMBACH

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	CERTIFICATE OF FAMILIARIZATION	TOTAL BID
1	PEC, INC. 3400 CENTENNIAL DRIVE HELENA, MT 59601	n/a	√	√	√	√	\$565,000.00
2	INSITUFORM TECHNOLOGIES 580 GODDARD AVENUE CHESTERFIELD, MO 63005	n/a	√	√	√	√	\$577,905.60
3							
4							
5							
6							
7							
8							
9							
10							



**Item:** Resolution 10219 - Conditional Use Permit for a “Construction Material Sales” land use upon the property addressed as 1800 NW Bypass and legally described as Mark 26 of the Park Highway Garden Tracts Addition, Sec. 3, T20N, R3E, PM, Cascade County, Montana.

**From:** Brad Eatherly, Planner I, Planning & Community Development

**Initiated By:** Alan and Sherry Shufelberger Revocable Trust, Applicants

**Presented By:** Craig Raymond, Director, Planning & Community Development

**Action Requested:** Adopt Resolution 10219, thereby approving a Conditional Use Permit for a "Construction Material Sales" at 1800 Northwest Bypass.

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (adopt/not adopt) Resolution 10219, subject to the applicant fulfilling the listed Conditions of Approval."

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

The Great Falls Zoning Commission, after the conclusion of its public hearing on November 28, 2017, recommended that the City Commission approve the Conditional Use Permit, subject to the following conditions:

**Conditions of Approval for Conditional Use Permit:**

- 1. General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.



**2. Changes in Use:** Conditional Uses are regulated as such because they may, without conditions, have offsite impacts. Therefore, a significant change in the character or intensity of use may void the Conditional Use Permit. Proposed changes should be reviewed with the Administrator, who may require that the Permit be amended following the same public process used for its adoption.

**3. Expiration:** The Conditional Use Permit shall expire one year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion.

**4. Abandonment:** If a conditional use is established, but ceases to operate for more than six months, the Conditional Use Permit shall expire.

**5. Design Review Board Process:** The applicant shall submit the proposed project to City Staff for review by the Design Review Board and shall be subject to the Design Review Board's recommendations.

**6. Right of Way:** The driveway approach to Watson Coulee Road must meet current City Code requirements and design standards. If a sidewalk is ever to be installed along the west side of Watson Coulee Road, the owner shall cover the cost of sidewalk along the frontages.

### **Summary:**

R&S Roofing Supply is proposing to utilize the property located at 1800 NW Bypass to construct a proposed 10,000 square foot building to be used for the sale of roofing materials. The property is located at the southwest corner of Watson Coulee Road and the NW Bypass and is part of a larger area zoned M-2 Mixed-Use Transitional. There are currently two buildings and a telecommunications tower located on the property. One of the existing buildings is used for storage and the second is used for office space. The applicant wishes to keep the two existing buildings, add the new building, and remove the tower structure. According to the Official Code of the City of Great Falls (OCCGF) §17.64.020, "a non-conforming nonresidential use may also be changed to another nonconforming use, or may be increased or expanded, through a conditional use permit procedure." In this case, the applicant is requesting a Conditional Use Permit to change the nonconforming tower use to another nonconforming use listed in the ordinance – a "Construction Material Sales" building.

Public Notice for the Public Hearing was published in the Great Falls Tribune on December 17, 2017. Letters were sent to property owners within 150 feet of the Subject Property, and a sign notifying interested parties of the public hearing was posted on the site 12 days prior to the hearing. To date, staff has received no contacts from the public.

### **Background:**

#### **Conditional Use Request:**

A Conditional Use Permit is required to allow the non-conforming land use to replace the previous non-conforming land use. The basis for decision for a Conditional Use Permit is listed in OCCGF §17.16.36.040. The Zoning Commission's recommendation and the City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, Zoning Commission recommendation, or additional information demonstrates that the decision of the City Commission shall at a minimum consider the criteria which are attached as Basis of Decision - Conditional Use.

**Impacts:**

A more detailed analysis of impacts is included in the attached Basis of Decision. In summary, no negative impacts to traffic, or adjoining property values, in this transitional area would be caused by locating the proposed land use upon the subject property.

**Improvements:**

All improvements associated with the site will comply with relevant requirements found in the OCCGF. These include the following:

1. Removal of the telecommunications tower on the existing office building;
2. Improved landscaping throughout the property, including new boulevard landscaping;
3. A new curb-cut on Watson Coulee Road;
4. A stormwater plan and drainage improvements;
5. Modifications to the existing fence to increase the height from four (4) to six (6) feet; and
6. New signage, lighting and parking areas, including ADA compliant spaces.

**Neighborhood Council Input:**

Neighborhood Council #3 representatives were notified of the proposed action, but were not able to meet to provide comment.

**Fiscal Impact:**

The subject property is located in the City limits and contains established buildings. Approval of the Conditional Use Permit will increase the assessed valuation of the City through increased property tax revenue. Additionally, the property is proximate to all existing City utilities.

**Alternatives:**

The City Commission could deny the Conditional Use Permit by not adopting the Resolution and providing an alternate Basis of Decision to support the action.

**Concurrences:**

Representatives from the City's Public Works Department have been involved throughout the review and approval process for this project and will continue throughout the permit approval process. Construction of the future building still requires review and approval by the Design Review Board.

**ATTACHMENTS:**

- ▢ Resolution 10219
- ▢ Aerial Map
- ▢ Zoning Map
- ▢ Basis of Decision
- ▢ Site Photos
- ▢ Site Plan

RESOLUTION 10219

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A “CONSTRUCTION MATERIAL SALES” LAND USE UPON A PARCEL OF LAND ADDRESSED AS 1800 NORTHWEST BYPASS AND LEGALLY DESCRIBED AS MARK 26, PARK HIGHWAY GARDEN TRACTS ADDITION, SECTION 3, T20N, R3E, PM, CASCADE COUNTY, MT.

\* \* \* \* \*

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a “construction material sales” land use upon the property legally described as Mark 26, Park Highway Garden Tracts Addition, Sec. 3, T20N, R3E, PM, Cascade County, Montana (subject property); and

WHEREAS, the subject property is presently zoned M-2 Mixed Use Transitional and the present use is non conforming; and

WHEREAS, the proposed land use is a non-conforming use and per the Official Code of Great Falls (OCCGF) Section 17.64.020A1b states that a non-conforming, non-residential use may also be changed to another non-conforming use, or may be increased or expanded, through a conditional use permit procedure; and,

WHEREAS, the proposed Conditional Use Permit for the establishment of a “construction material sales” land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) §17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on November 28, 2017, to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a

“construction material sales” land use be granted by the City Commission for the subject property, subject to the following conditions:

CONDITIONS

1. General Code Compliance. The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. Changes In Use. Conditional Uses are regulated as such because they may, without conditions, have offsite impacts. Therefore, a significant change in the character or intensity of use may void the Conditional Use Permit. Proposed changes should be reviewed with the Administrator, who may require that the Permit be amended following the same public process used for its adoption.
3. Expiration. The Conditional Use Permit shall expire one year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion.
4. Abandonment. If a conditional use is established, but ceases to operate for more than six (6) months, the conditional use permit shall expire.
5. Design Review Board Process. The applicant shall submit the proposed project to City Staff for review by the Design Review Board and shall be subject to the Design Review Board’s recommendations.
6. Right Of Way. The driveway approach to Watson Coulee Road must meet current City Code requirements and design standards. If a sidewalk is ever to be installed along the west side of Watson Coulee Road, the owner shall cover the cost of sidewalk along the frontages.

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing to consider said application, and considered the comments and recommendations made by the Zoning Commission.

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

That a Conditional Use Permit be granted for a “construction material sales” land use at the property addressed as 1800 Northwest Bypass, Great Falls, Montana, and legally described as Mark 26 of the Park Highway Garden Tracts Addition, Sec. 3, T20N, R3E, PM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on January 2, 2018.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:




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Joseph Cik, Assistant City Attorney



# AERIAL MAP

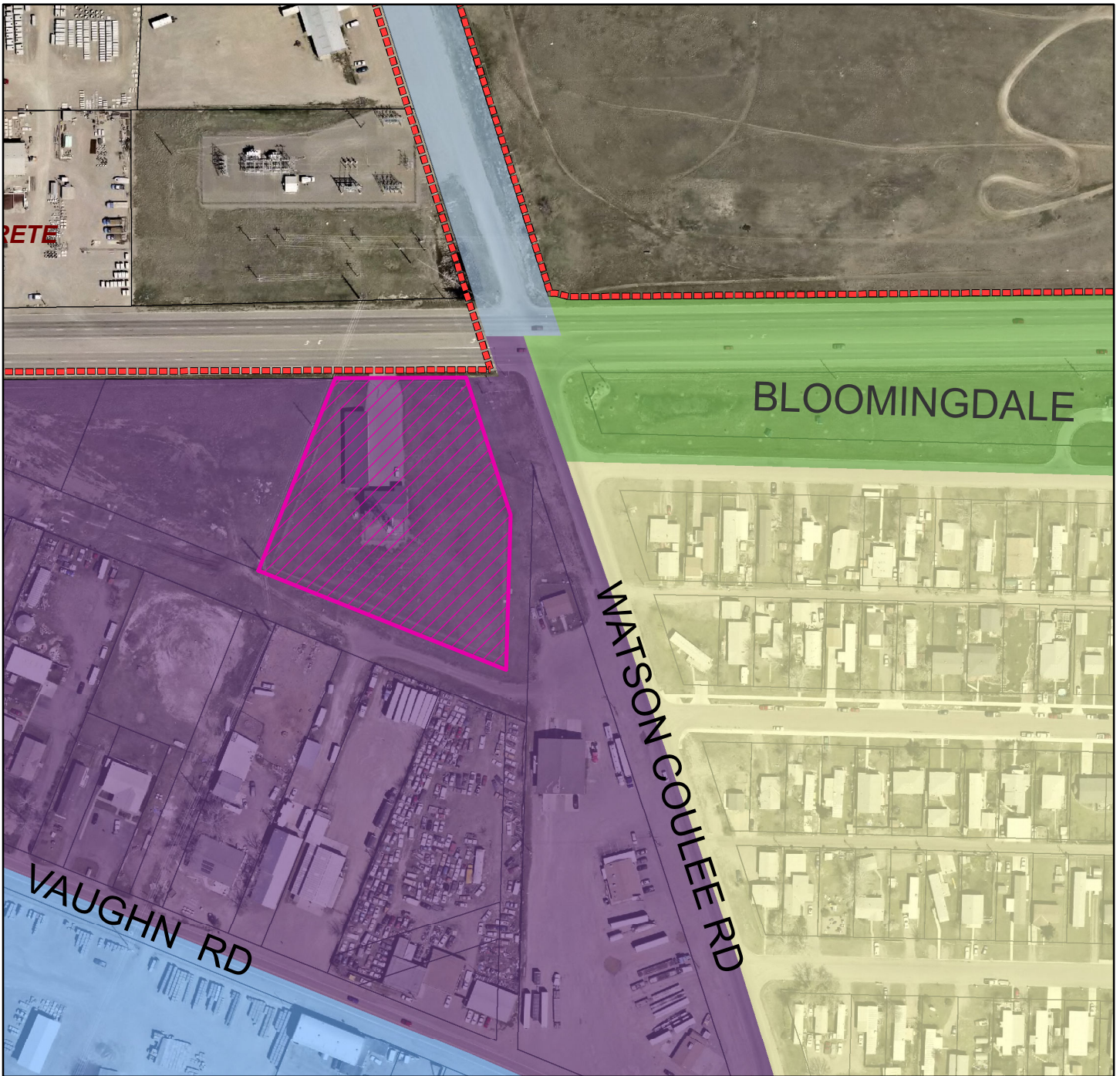










-  Subject Property
-  City Limits
-  Tracts of Land





# ZONING MAP



- |   |                  |   |                                |
|---|------------------|---|--------------------------------|
|  | Subject Property |  | R-3 Single-family High Density |
|  | City Limits      |  | M-2 Mixed-use Transitional     |
|  | Tracts of Land   |  | I-1 Light Industrial           |
|   |                  |  | I-2 Heavy Industrial           |
|   |                  |  | POS Parks and Open Space       |



## CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting the approval of a Conditional Use Permit (CUP) for Construction Material Sales in the M-2 district.

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

The proposed conditional use is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. Allowing for the relocation of a local business in an area of the city designated for a mix of uses will help stabilize the neighborhood and fulfill the following objectives from the City's Growth Policy:

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

Phy 4.1.5 – Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

Phy 4.3 – Optimize the efficiency and use of the City's Public facilities and utilities.

Eco 3.5 – Continue efforts to support and develop small businesses in Great Falls.

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

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

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

The conditional use will not be injurious to the adjacent properties due to the fact that it is an existing facility, and is currently working cohesively with the surrounding properties. The land use designation of Mixed-Use Transitional supports the transition over time from a once-thriving industrial, railroad corridor with large tracts of land and large warehouse-type structures to a blend of light-industrial businesses, professional services, and other, compatible uses.

Site improvements, which include the removal of a telecommunications tower and landscaping, will help beautify the streetscape and support property values in the neighborhood. Furthermore, this conditional use would not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

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

The proposed project will not impede the normal and orderly development and improvement of surrounding properties. Adjacent property owners have been notified

regarding the project.

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

The facility is existing and currently has services and infrastructure that meet all City standards.

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

The current facilities have existing functioning ingress and egress. Existing driveway accesses are located on NW Bypass and a curb cut on Watson Coulee Road has been proposed.

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

The proposed project will conform to all the applicable regulations of the Land Development Code.

**Site Photos**



View looking South from NW Bypass



View looking Northwest from alley





View looking west in alley



View looking South from property



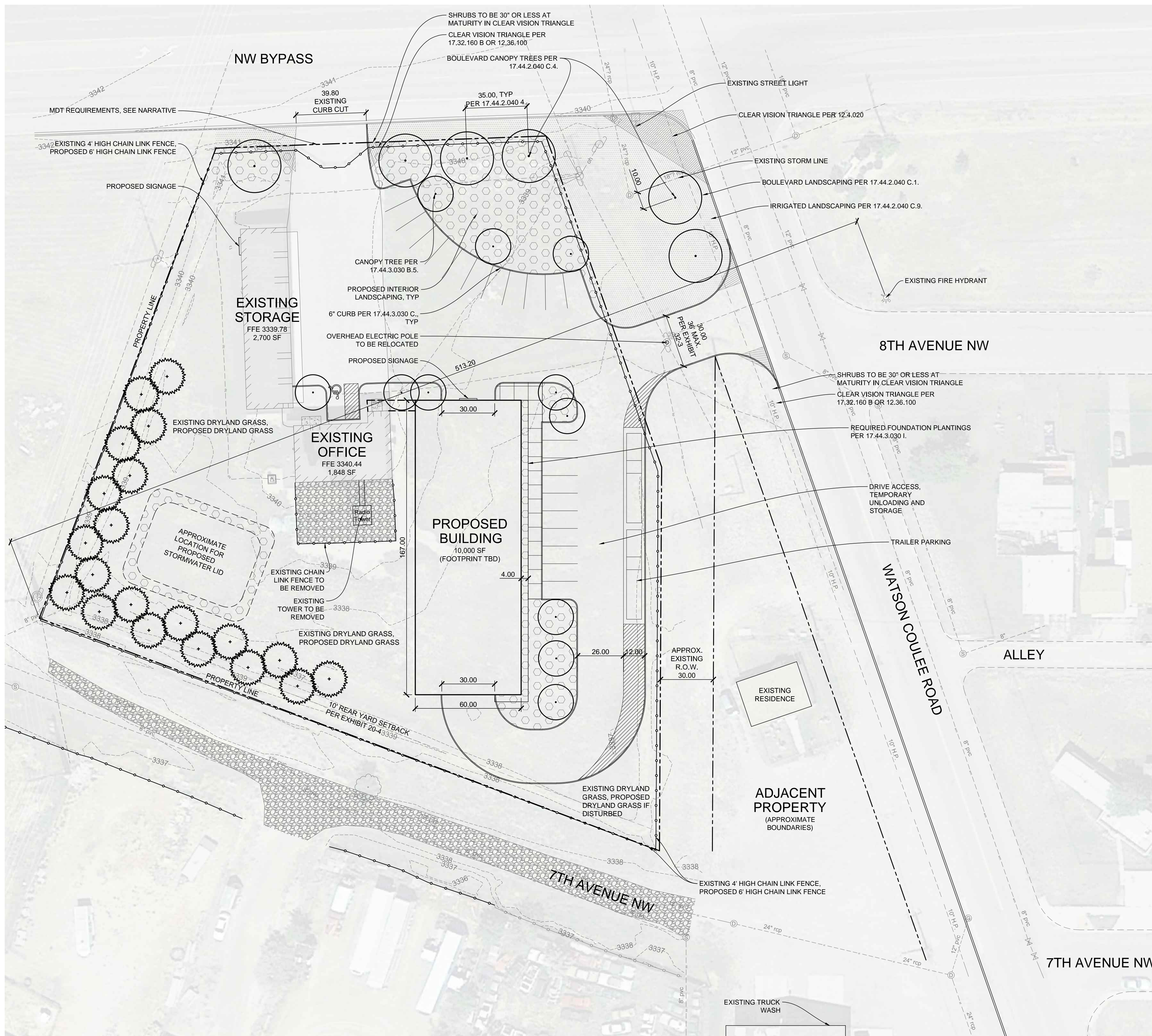


View of adjoining properties to South



View looking West from Watson Coulee Road





**CODE REVIEW**

ZONING: MIXED-USE TRANSITIONAL

**VEHICLE PARKING**

17.36.2.020 - Minimum off-street parking requirements.

Wholesale business

- 1 per employee per shift plus 1 per 1,000 square feet of gross floor area

Number of employees

- 8 maximum

BUILDING	GROSS FLOOR AREA (SF)	REQUIRED STALLS	PROVIDED STALLS	ADA REQUIRED SPACES
EXISTING STORAGE	2,700	3	-	-
EXISTING OFFICE	1,848	2	-	-
PROPOSED STORAGE	10,000	10	-	-
NUMBER OF EMPLOYEES	-	8	8	-
<b>TOTAL</b>	<b>14,548</b>	<b>23</b>	<b>23</b>	<b>1</b>

**BUILDING SETBACKS AND DEVELOPMENT STANDARDS**

17.20.4.020

M-2 ZONES

- FRONT: EXISTING INDUSTRIAL: 20 FEET (DOES NOT APPLY)
- SIDE: COMMERCIAL: NONE
- REAR: 10 FEET
- MAX LOT COVERAGE: 70% FOR CORNER LOTS

**LANDSCAPING FOR BOULEVARD AREAS**

17.44.2.040

- Boulevards shall contain grass and trees, and may contain shrubs, flowers, and/or ornamental plants.
- In no case shall the boulevard area include more than twenty-five (25) percent non-living material, excluding driveways.
- At least one (1) canopy type tree shall be planted and maintained in a boulevard section for each thirty-five (35) lineal feet of street and avenue frontage or portion thereof, not covered by driveway, sidewalks, or other approved hard surface.

NW BYPASS BOULEVARD FRONTAGE: 145 FT + 35 = 4 TREES  
NW BYPASS TREES SHOWN: 4 TREES

WATSON COULEE FRONTAGE: 117 FT + 35 = 3 TREES  
WATSON COULEE TREES SHOWN: 2 TREES (UTILITIES AND CLEAR VISION TRIANGLE PREVENTING TREE PLACEMENT)

**LANDSCAPING REQUIREMENTS**

Article 3 - DESIGN STANDARDS FOR COMMERCIAL, INSTITUTIONAL AND CIVIC-USE BUILDINGS

17.44.3.010

- INTERIOR LANDSCAPING: Minimum SF of landscaping to be 15% of gross property area to be developed or redeveloped
- VEHICULAR USE AREA LANDSCAPING: 10% of landscaping to be in vehicular use area
- RATE OF PLANTINGS: 1 tree and 7 shrubs per 400 SF of interior landscaping
- CREDIT: 25% of boulevard landscaping may be credited to interior landscaping
- FOUNDATION PLANTINGS: Foundation plantings to occupy at least 50% of the frontage of the building face. 20% of the length of the side shall be landscaped. Planting beds shall be at least 4' wide.

PROPERTY AREA: 98,839 SF  
TOTAL BOULEVARD LANDSCAPING: 10,383 SF  
REQUIRED INTERIOR LANDSCAPING: 98,839 x .15 = 14,826 SF  
REQUIRED INTERIOR PARKING LANDSCAPING: 14,826 x .10 = 1,483 SF  
REQUIRED FOUNDATION PLANTINGS: 454 SF  
BOULEVARD LANDSCAPING CREDIT: 10,383 SF x .25 = 2,595 SF

**TOTAL REQUIRED INTERIOR LANDSCAPING: 12,231 SF (AFTER CREDIT)**  
**INTERIOR LANDSCAPING PROPOSED: 12,339 SF**

**TOTAL REQUIRED NUMBER OF TREES: 12,231 + 400SF = 31 TREES**  
**PROPOSED TREES: 31 TREES**

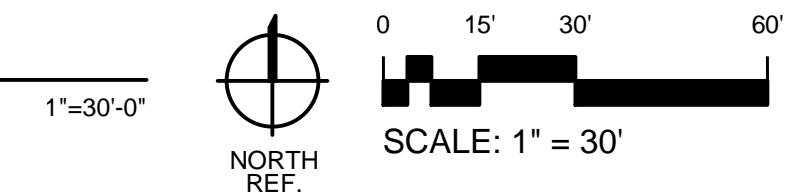
**TOTAL REQUIRED NUMBER OF SHRUBS: (12,231 + 400SF) 7 = 214 SHRUBS**  
**PROPOSED SHRUBS: WILL BE PROVIDED IN FUTURE SUBMITTALS**

**EXTERIOR LIGHTING:**  
PARKING LOT AND BUILDING TO INCLUDE PROPOSED EXTERIOR LIGHTING.  
ONE STREET LIGHT EXISTS IN THE NORTHEAST CORNER OF THE SITE.

**SITE LEGEND**

- IRRIGATED TURF BOULEVARD
- IRRIGATED INTERIOR LANDSCAPING
- PROPOSED 6' HIGH CHAIN LINK FENCING
- CLEAR VISION TRIANGLE
- DECIDUOUS TREE
- CONIFEROUS TREE

1 SITE PLAN  
003







**Item:** Resolution 10220 - Conditional Use Permit for a "Contractor Yard, Type II" land use upon the property addressed as 611 8th Avenue North and 814 7th Street North and legally described as Parcel A of COS 4145, Lots 1-4, 8-9, 10-11, Block 79 of the Great Falls Original Townsite, and Mark 1 SW ¼ of Sec. 01, T20N, R3E, PMM, Cascade County, Montana.

**From:** Brad Eatherly, Planner I, Planning & Community Development Department

**Initiated By:** Rhett Hulett-M&D Construction, Patrick Laabs, Applicants

**Presented By:** Craig Raymond, Director, Planning & Community Development Director

**Action Requested:** Adopt Resolution 10220, thereby approving a Conditional Use Permit for a "Contractor Yard, Type II" at 611 8th Avenue North.

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Resolution 10220, subject to the applicant fulfilling the listed Conditions of Approval."

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

**Staff Recommendation:**

The Great Falls Zoning Commission, at the conclusion of its public hearing on November 28, 2017, recommended that the City Commission approve the Conditional Use Permit, subject to the following conditions:

**1. General Conditions of Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

**2. Changes in Use:** Conditional Uses are regulated as such because they may, without conditions, have

offsite impacts. Therefore, a significant change in the character or intensity of use may void the Conditional Use Permit. Proposed changes should be reviewed with the Administrator, who may require that the Permit be amended following the same public process used for its adoption.

**3. Expiration:** The Conditional Use Permit shall expire one year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion.

**4. Abandonment:** If a conditional use is established, but ceases to operate for more than six months, the Conditional Use Permit shall expire.

**5. Future Lighting:** Any future lighting modifications shall be reviewed by City Planning Staff before installation.

**6. Site Plans:** A detailed Site Plan showing all improvements including parking, fencing, berming, and landscaping shall be submitted to the City within thirty days of approval of the permit by the City Commission. The design and installation of the improvements, including maintenance of, must be approved by the City prior to installation.

**7. Expiration of Improvements Installation:** All submitted improvements to the property including parking, berm, landscape, and fencing improvements shall be installed by the applicant and inspected by City Staff by July 1, 2018, or the permit shall be null and void.

**8. Alley:** No rolled millings be placed within the alley and that the alley not be gated off where it dead ends into the property site.

**9. Shared Property Line with City:** The sanitary sewer manhole on the northwest corner of the site shall be left unobstructed by the berm. Also, the approach at the southwest property corner shall continue to allow access to the City-owned parcel to the west.

**10. Right of Way:** New curbs, sidewalk, driveway, etc. shall be to current City Code requirements. The applicant or applicant's contractor shall adhere to the standard permit process for this work and the curb replacement shown on the plans.

### **Summary:**

The M&D Construction company is requesting a Conditional Use Permit to allow a "Contractor Yard, Type II" land use on the subject property. M&D is currently occupying this property and using it for a contractor yard without this required zoning approval. In association with allowing this land use, the applicants are also required to make site improvements in order to bring the property closer to compliance with Title 17 of the OCCGF. Without the requested Conditional Use Permit, M&D Construction would not be able to continue using this property located within an M-2 Mixed-use Transitional zoning district. A "Contractor Yard, Type II" land use is only allowed within the M-2 Mixed-use Transitional zoning district through the Conditional Use process.

### **Background:**

#### **Conditional Use Request:**

As noted above, M&D has been operating at the property addressed as 611 8th Avenue North. Earlier this year, the City received a complaint about the activity from a resident located in the neighborhood to the south. The only way to address the complaint and have the business remain on the property is

through the Conditional Use Permit process to allow a contractor yard in the M-2 district. After receiving the complaint, staff met with the applicants to discuss what property improvements would be necessary for the requested Conditional Use to be considered compatible with the residential environment located to the south of 8th Avenue North.

The lots in the neighborhood are zoned R-9 Mixed Residential while the area to the north of 8th Avenue North is zoned Mixed-Use Transitional. There is a very clear break in land use activity between the residential uses to the south of the avenue and the generally industrial uses to the north of the avenue. In order to soften the transition between the existing contractor yard and this residential environment, Planning staff worked with the applicant to propose improvements such as decorative fencing, berming, landscaping, and appropriate access and parking. These improvements are discussed later in the staff report.

The basis for decision for a Conditional Use Permit is listed in OCCGF §17.16.36.040. The City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, Zoning Commission recommendation, or additional information demonstrates that the decision of City Commission shall, at a minimum, consider the criteria which are attached as Basis of Decision - Conditional Use.

**Impacts:** A more detailed analysis of impacts is included in the attached Basis of Decision. In summary, no negative impacts to traffic, property values, or land use in this transitional neighborhood would be caused by allowing the business to continue to operate on the property, subject to the improvements that are Conditions of Approval on the proposed land use.

**Improvements:** All improvements associated with the site will comply with relevant requirements found in the Official Code of the City of Great Falls (OCCGF). These include, but are not limited to, the following: Sidewalk and curb-cut repair on 8th Avenue North creating a landscaped berm along 8th Ave North and the western most side of the site; paving, striping, and adding ADA accessibility to "Employee Parking" section; laying rolled millings for all other drivable surfaces

**Neighborhood Council Input:** The subject property is located in Neighborhood Council #7. The owner and representatives presented information to Council #7 on November 13, 2017. All Council members voted in favor of the project.

**Zoning Commission Hearing:** At the November 28, 2017, hearing of the Zoning Commission, the Commission heard testimony from individuals expressing concerns regarding the request. Five individuals from nearby residents raised objections about the following issues: traffic concerns, potential encroachment of a business use into the neighborhood, and possible noise and fumes. Despite these objections, the Zoning Commission voted in favor of recommending approval of the Conditional Use Permit request, based on the findings in the staff report and required property upgrades that would be Conditions of Approval.

**Fiscal Impact:**

Approval of the CUP would have no adverse financial impact upon the City of Great Falls. If the CUP was denied, the current use would be removed from the property and the property would have no improved assessed value.

**Alternatives:**



The City Commission could deny the Conditional Use Permit by not adopting the Resolution and providing an alternate Basis of Decision to support the action.

**Concurrences:**

Representatives from the City's Public Works, Mapping, and Park and Recreation Departments have provided specific input into the City evaluation process of the proposed Conditional Use Permit. All recommendations have been incorporated into proposed property improvements and/or recommended conditions.

ATTACHMENTS:

- ▢ Resolution 10220
- ▢ Aerial Map
- ▢ Zoning Map
- ▢ Basis of Decision
- ▢ Site Photos
- ▢ Site Plan

RESOLUTION 10220

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A "CONTRACTOR YARD, TYPE II" LAND USE UPON PARCELS OF LAND ADDRESSED AS 814 7<sup>TH</sup> STREET NORTH AND 611 8<sup>TH</sup> AVENUE NORTH, AND LEGALLY DESCRIBED AS PARCEL A OF COS 4145, LOTS 1-4, 8-9, 10-11, BLOCK 79, GREAT FALLS ORIGINAL TOWNSITE AND MARK 1, SW ¼ OF SECTION 01, T20N, R3E, PMM, CASCADE COUNTY, MT.

\* \* \* \* \*

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a "contractor yard, type II" land use upon the property legally described as Parcel A of COS 4145, Lots 1-4, 8-9, 10-11, Block 79 of the Great Falls Original Townsite, and Mark 1 SW ¼ of Section 01, T20N, R3E, PMM, Cascade County, Montana (subject property); and

WHEREAS, the subject property is presently zoned M-2 Mixed Use Transitional, wherein a "contractor yard, Type II" land use is permitted upon receiving approval of a Conditional Use Permit; and

WHEREAS, the proposed Conditional Use Permit for the establishment of a "contractor yard, type II" land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) §17.16.36.040; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on November 28, 2017, to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a "contractor yard, type II" land use be granted by the City Commission for the subject property, subject to all of the following conditions:

## CONDITIONS

1. General Code Compliance. The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. Changes In Use. Conditional Uses are regulated as such because they may, without conditions, have offsite impacts. Therefore, a significant change in the character or intensity of use may void the Conditional Use Permit. Proposed changes should be reviewed with the Administrator, who may require that the Permit be amended following the same public process used for its adoption.
3. Expiration. The Conditional Use Permit shall expire one year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion.
4. Abandonment. If a conditional use is established, but ceases to operate for more than six (6) months, the conditional use permit shall expire.
5. Future Lighting. Any future lighting modifications shall be reviewed by City Planning Staff before installation.
6. Site Plans. A detailed Site Plan showing all improvements including parking, fencing, berming, and landscaping shall be submitted to the City within thirty days of approval of the permit by City Commission. The design and installation of the improvements, including maintenance of, must be approved by the City prior to installation.
7. Expiration of Improvements Installation. All submitted improvements to the property including parking, berm, landscape, and fencing improvements shall be installed by the applicant and inspected by City Staff by July 1, 2018, or the permit shall be null and void.
8. Alley. No rolled millings be placed within the alley and that the alley not be gated off where it dead ends into the property site.
9. Shared Property Line With City. The sanitary sewer manhole on the northwest corner of the site shall be left unobstructed by the berm. Also, the approach at the southwest property corner shall continue to allow access to the City-owned parcel to the west.
10. Right Of Way. New curbs, sidewalk, driveway, etc. shall be to current OCCGF requirements. The applicant or applicant's contractor shall adhere to the standard permit process for this work and the curb replacement shown on the plans.

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing to consider said application, and considered the comments and recommendations made by the Zoning Commission.

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

That a Conditional Use Permit be granted for a "contractor yard, type II" land use at the property addressed as 814 7<sup>th</sup> Street North and 611 8<sup>th</sup> Avenue North, Great Falls,

Montana, and legally described as Parcel A of COS 4145, Lots 1-4, 8-9, 10-11, Block 79 of the Great Falls Original Townsite, and Mark 1 SW ¼ of Section 01, T20N, R3E, PMM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on January 2, 2018.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

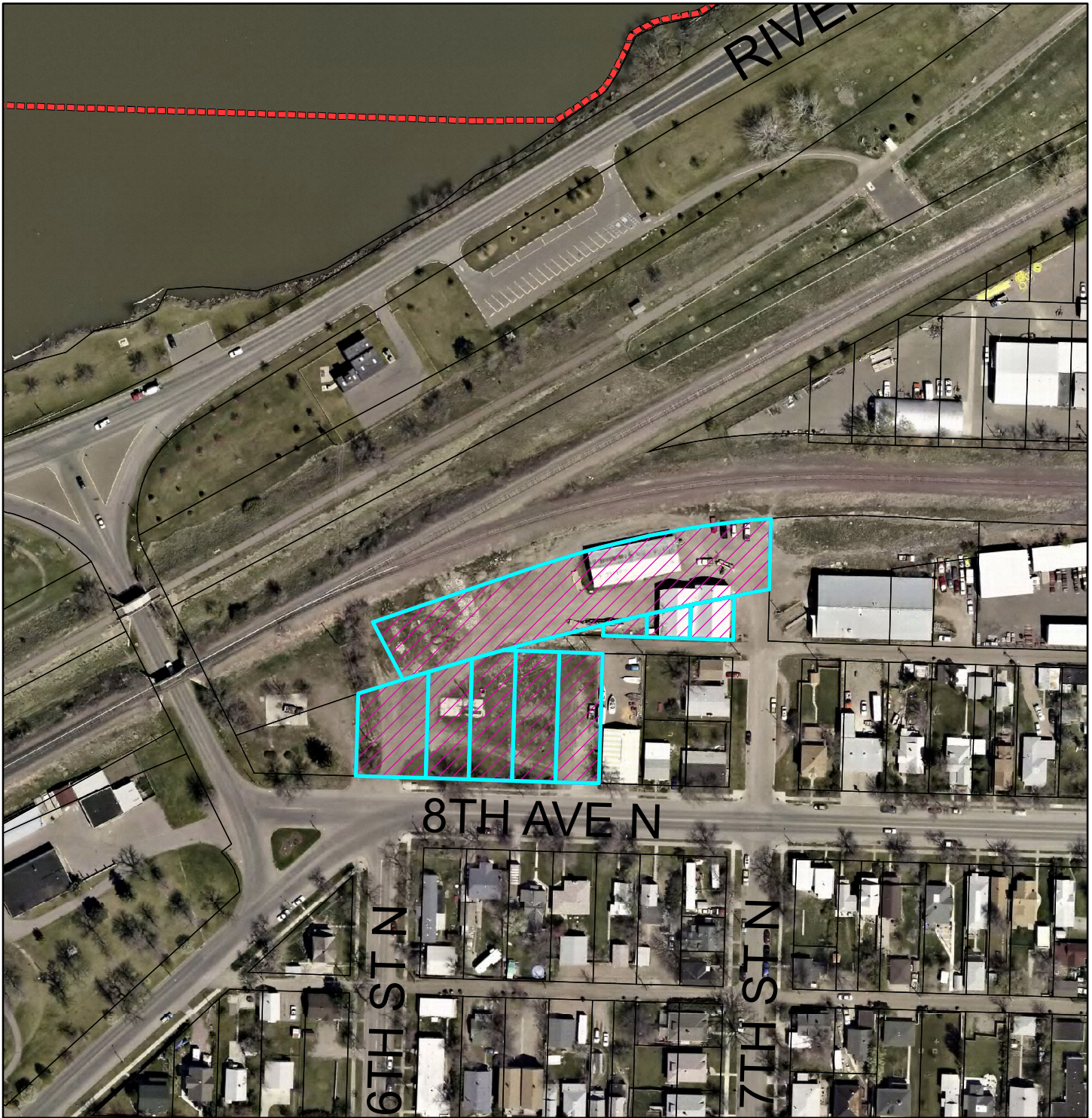
(SEAL OF CITY)




APPROVED FOR LEGAL CONTENT:

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Joseph Cik, Assistant City Attorney

# AERIAL MAP

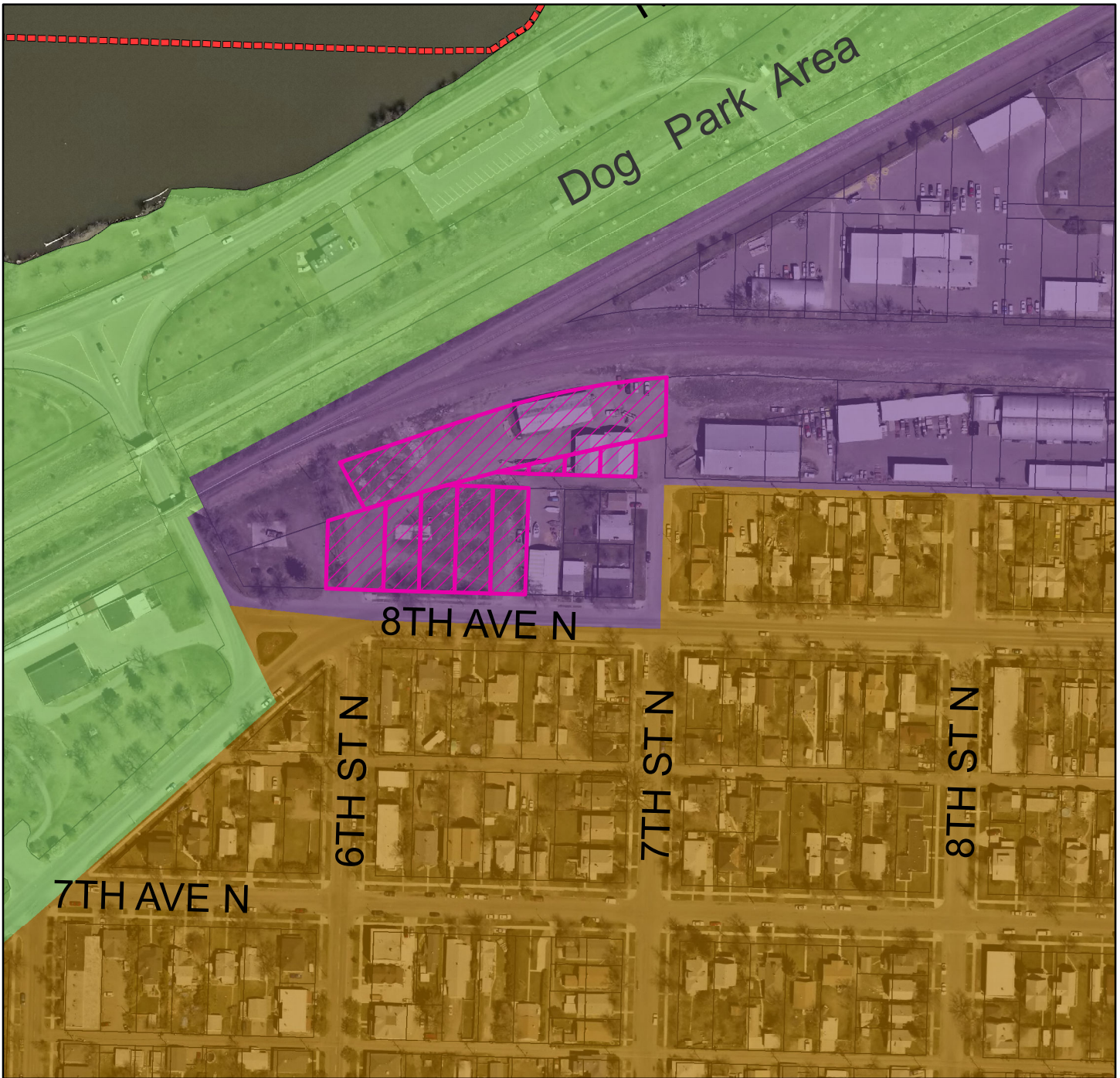


-  Subject Property
-  City Limits
-  Tracts of Land

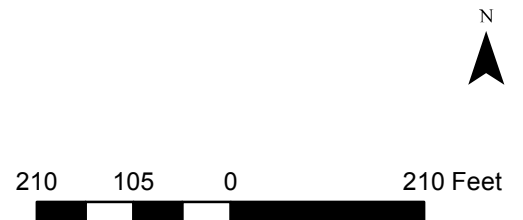




# ZONING MAP



- Subject Property
- R-9 Mixed Residential
- City Limits
- M-2 Mixed-use Transitional
- Tracts of Land
- POS Parks and Open Space



## CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting the approval of a Conditional Use Permit (CUP) for Contractor Yard, Type II in the M-2 district.

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

The proposed conditional use is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. Allowing for the relocation of a local business in an area of the City designated for a mix of uses will help stabilize the neighborhood and fulfill the following objectives from the City's Growth Policy:

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

Phy 4.1.5 – Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

Phy 4.3 – Optimize the efficiency and use of the City's Public facilities and utilities.

Eco 3.5 – Continue efforts to support and develop small businesses in Great Falls.

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

The CUP would have no detrimental impact upon the health, safety, morals, comfort or general welfare of the community. Specifically, the safety of the area will be improved by reconstruction of the sidewalk along 8<sup>th</sup> Avenue North.

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

The conditional use will not be injurious to the adjacent properties due to the fact that it is an existing facility, and is currently working cohesively with the surrounding properties. The land use designation of Mixed-Use Transitional supports the transition over time from a once-thriving industrial, railroad corridor with large tracts of land and large warehouse-type structures to a blend of light-industrial businesses, professional services, and other compatible uses.

Site improvements, which include decorative fencing along the southern property line and landscaping including a berm, behind the fencing, will help beautify the streetscape and support property values in the neighborhood. Furthermore, this conditional use would not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

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

The proposed project will not impede the normal and orderly development and improvement of surrounding properties. Adjacent property owners have been notified regarding the project. City Staff did receive a call from a citizen regarding displeasure about how the development might affect additional improvements to nearby properties.

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

The facility is existing and currently has services and infrastructure that meet all City standards.

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

The current facilities have existing functioning ingress and egress. Existing driveway accesses are located on 8<sup>th</sup> Avenue North and 7<sup>th</sup> Street North. Service vehicles and trailers will be coming and going from 8<sup>th</sup> Avenue North, primarily.

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

The proposed project will conform to all the applicable regulations of the Land Development Code.

Site Photos



View looking North from 8<sup>th</sup> Ave N



View looking North from 8<sup>th</sup> Ave N





View looking Northwest from 8<sup>th</sup> Ave N



Interior view of Site Property





Interior view of Site Property looking south to 8<sup>th</sup> Ave N

M&D CONSTRUCTION  
814 7TH ST N  
GREAT FALLS, MT 59401

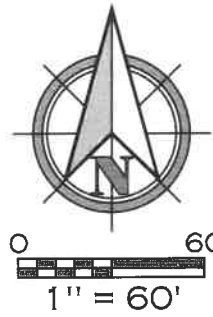
GREAT FALLS ORIGINAL TOWNSHIP, S01, T20  
N, R03 E, BLOCK 079,  
Lot 001, 4145, 18-04 LOTS 1-4 & TR A, AMPL  
18-04 IN NESW MK U  
0.97 AC

GREAT FALLS ORIGINAL TOWNSHIP, S01, T20  
N, R03 E, MARK 1  
0.208 AC

GREAT FALLS ORIGINAL TOWNSHIP, S01, T20  
N, R03 E, BLOCK 079, Lot 008, LOTS 8-9  
0.344 AC

GREAT FALLS ORIGINAL TOWNSHIP, S01, T20  
N, R03 E, BLOCK 079, Lot 010, LOTS 10 & 11  
0.324 AC

TOTAL  
1.846 AC



FLOOD PLAIN ZONING:  
FLOOD INSURANCE RATE MAP (FIRM)  
ZONE: X  
PANEL: 30013C0345E  
MARCH 19, 1913

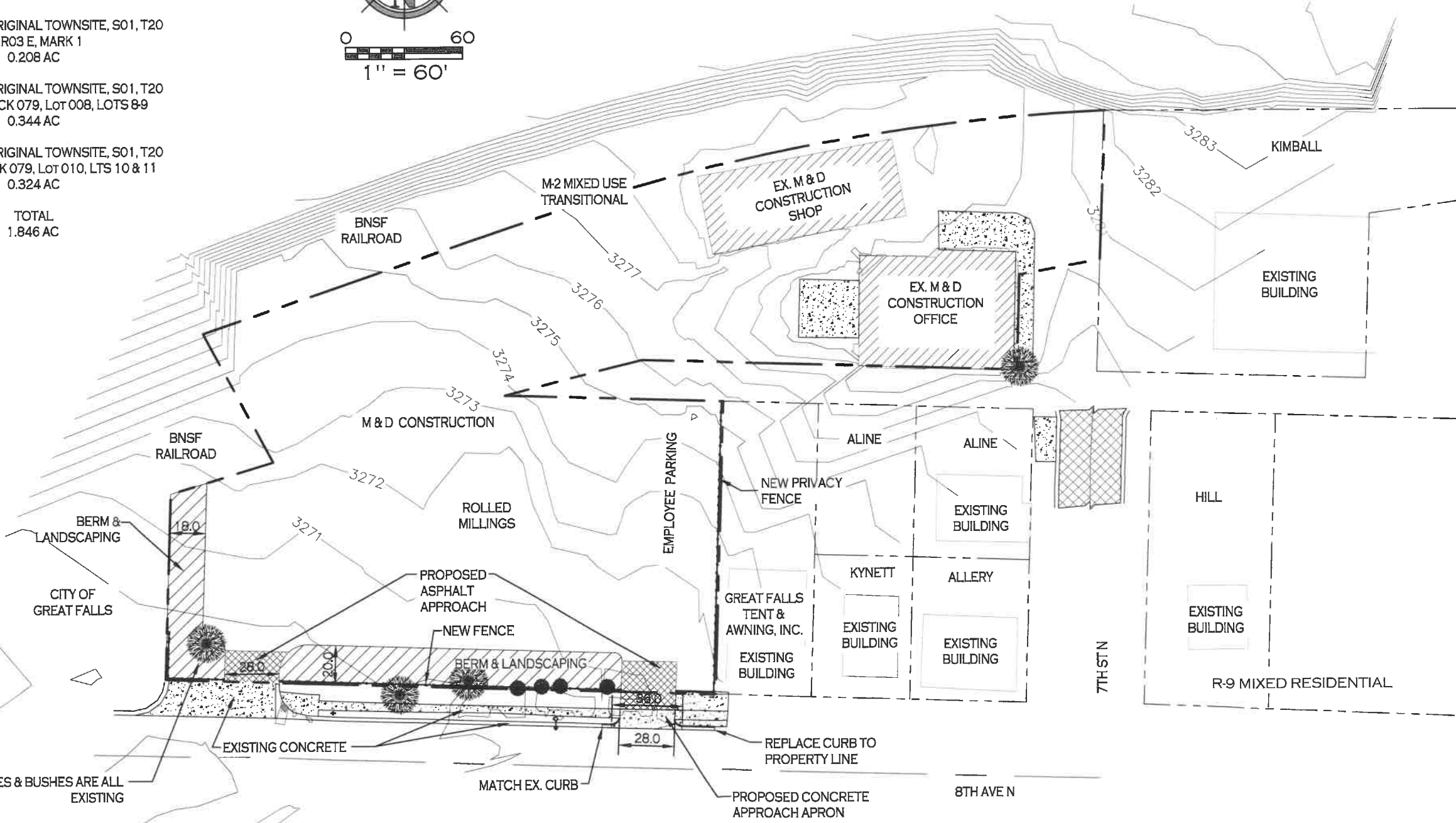
JOB # 1725  
F.E. GFS  
1725 - CUP SITE PLAN  
DRAWN BY: GC  
DATE: 8-31-17

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

M & D SHOP PARKING LOT  
STREET APPROACH

M&D CONSTRUCTION

1



NOTE:  
LANDSCAPING WILL BE MAINTAINED BY  
OWNER. A NEW SPRINKLER SYSTEM WILL BE  
INSTALLED DURING CONSTRUCTION.

PRESTON	MOHLER	WELLS CORP.	WELLS CORP.	WELLS CORP.	OPPLET	GONZALES
R-9 MIXED RESIDENTIAL						



**Item:** Agreement Between City of Great Falls and Montana Public Employees' Association, Inc. (MPEA).

**From:** Gaye McInerney, Human Resources Director

**Initiated By:** Gaye McInerney, Human Resources Director

**Presented By:** Gaye McInerney, Human Resources Director

**Action Requested:** Approve the Montana Public Employees' Association, Inc. (MPEA) Labor Agreement.

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**Suggested Motion:**

1. Commission moves:

"I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Montana Public Employees' Association, Inc."

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

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**Staff Recommendation:**

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the Montana Public Employees' Association, Inc.

**Summary:**

Members of the negotiating team worked to update basic contractual language in order to make the Agreement to be more clear, more understandable, and consistent.

Changes from the previous agreement include; but are not limited to:

Article 1 - Recognition. The list of positions covered by Agreement was updated, deleting positions that no longer exist (Court Account Clerk, Senior), adding current positions (Accounts Payable Clerk; Accounts Payable Clerk, Senior; Certified Permit Technician; Courtroom Clerk; Customer Service Billing Clerk; Engineering Admin Secretary; HIDTA Information Tech, Senior; Park & Recreation Account Clerk, Senior) and approving the request to remove the IT Desktop Support Specialist position from the Montana Public Employees' Association, Inc.

Article 2 - Term of the Agreement. Updated the contract dates to reflect the new term beginning July 1, 2017 through June 30, 2019.

In addition, the negotiating teams added a statement to the new Agreement whereby if the parties continue to negotiate the terms and conditions in good faith, the Agreement will remain in full force and effect until the completion of the bargaining process and ratification of the Agreement by the City Commission. Once the new Agreement is signed, payment of benefits and wages will be reconciled with the terms of the new Agreement.

Article 5 - Employee Rights. Noting that management's rights shall not be deemed to exclude other functions not specifically set forth. The City retains all rights not otherwise specifically covered by this Agreement.

Article 6 - Employee Rights. Added Section 4, Conflict of Policies. If a conflict in a provision in the Agreement and the Personnel Policy Manual for Employees of Great Falls arises, the Collective Bargaining Agreement's provisions shall be applied, unless contrary to applicable law.

Article 9 - Scope of the Agreement. Addendum C was attached and incorporated and includes all letters of understanding, reclassification or other agreements affecting this Agreement.

Article 11 - Seniority and Layoff. Added recall rights under this Agreement are only applicable for 12 months from date of layoff.

Article 15, Section 1 - Sick Leave. Added a provision for prorated sick leave benefits for regular part-time and full-time employees, regularly scheduled for less than 40 hours of work per week, if they have worked the qualifying period.

Article 15, Section 2 C - Sick Leave. Increase the number of sick days from 5 days to 10 days available to use for the death of an immediate family member, unless the leave qualifies under FMLA.

Article 15, Section 4 - Sick Leave. Change the reporting time of absences from 15 to 45 minutes prior to the beginning of the shift.

Article 15, Section 5 - Sick Leave. At the request of the employee, sick leave may be integrated with any state workers compensation program so as not to receive more than 40 hours of regular straight time hourly rate of pay for any time in which employee is off of work.

Article 17, Section 2 - Holidays. Part time and regular full time employees regularly scheduled for less than 40 hours per week, are entitled to prorated holiday, provided they have worked the qualifying period.

Article 19 Section 1, Wages increase totals, 3% Cost of Living Adjustment (COLA), .25% market adjustment for first year of the contract, and 3% COLA and .5% market adjustment for the second year of the contract.

Article 19, Section 1 C - Salaries and Longevity. For the purposes of longevity only, time shall be computed and start July 1, 1987, and the following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated. All other labor contracts with City Employees contain longevity pay.

Longevity Pay begins after the completion of ten years of consecutive full time Montana Public Employees' Association, Inc. employment. The supplemental longevity pay as provided in the following schedule.

Years of Tenure	Longevity Pay Allowance
After 10 years, through the end of the 15th year	\$20.00 per month
After 15 years, through the end of the 20th year	40.00 per month
After 20 years, through the end of the 25th year	60.00 per month
After 25 years, through the end of the 30th year	80.00 per month
After 30 years, or more of employment	100.00 per month

Longevity pay will be paid to the eligible employees in a lump sum amount, once each year, in December for any longevity pay earned as of the previous June 30th.

Article 19, Section 3 - Pay and Hours. Understanding and agreement that certain job classifications require special work schedules, and supervisors shall designate the work week. Employees who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday and Sunday.

Article 19, Section 6 - On Call for Animal Control Officers. Employees on "on call" status will be compensated for four (4) hours straight time pay for over eight (8) hours and up to sixteen (16) hours of "on call" status.

Article 19, Section 7 - Pay and Hours. Wages for Police Department employees working the "afternoon shift" shall increase from \$0.55 per hour to \$1.25 per hour. Wages when working the "night shift" shall increase from \$0.75 per hour to \$1.50 per hour.

Article 19, Section 8 - Pay and Hours. In the absence of a supervisor, dispatchers designated as Lead will increase wages from \$0.75 per hour to \$1.50 per hour while acting as Lead.

Article 19, Section 11 - Pay and Hours. Dispatchers training a new dispatcher will receive an increase from \$.60 per hour to \$1.35 per hour for all hours worked training the new dispatcher. Animal Control Officers (ACO) training a new ACO will receive an additional \$.70 per hour for all hours worked training a new ACO. A CSO who is assigned to train a new CSO shall receive an additional \$.70 per hour for all hours worked training a new CSO.

Article 21 - Overtime. Sick leave is not constituted as time worked when computing overtime wages.

Article 27 - Health Insurance. Effective July 1, 2018, health premiums will be shared at a provider standard rate with the City paying 90 percent of the premium and the employee paying 10 percent of the premium.

**Background:**

The previous labor agreement was for a three-year period, expiring June 30, 2017. The terms of the proposed agreement extend the agreement for two years beginning July 1, 2017 through June 30, 2019.

**Fiscal Impact:**

The financial impact for each year for the increased wages listed below is approximately:



Year 1: 3.25 percent effective July 1, 2017 is \$93,800; and  
Year 2: 3.5 percent effective July 1, 2018 is \$104,500.

Longevity pay addition is expected to have a financial impact of around \$15,000 per year.

The fiscal Impact of the City's portion in Health Insurance for the first year totals an approximate increase of \$49,000. There may be fiscal impacts of the increased training and on call pay, however, the impacts cannot be calculated with certainty, because of unknown staffing and training needs.

**Alternatives:**

The City Commission may choose not to ratify the labor agreement, in which case the City and the Montana Public Employees' Association, Inc. would have to reconvene and continue the collective bargaining process.

**Concurrences:**

The Montana Public Employees' Association, Inc. voted unanimously on December 5, 2017, to ratify the contract language.

ATTACHMENTS:

- Agreement Between City and MPEA

**A G R E E M E N T**

BETWEEN

**CITY OF GREAT FALLS, MONTANA**

AND

**MONTANA PUBLIC EMPLOYEES' ASSOCIATION, INC.**

July 1, 2017- June 30, 2019

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**PREAMBLE**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Great Falls, hereinafter referred to as the "Employer" or "City", and the Montana Public Employees' Association, hereinafter referred to as the "Association". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the Employer, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment. It is understood that the Employer is engaged in furnishing an essential public service, which vitally affects health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

**ARTICLE 1: RECOGNITION**

Section 1. The Employer recognizes the Association as the sole and exclusive representative of all full time employees, and part time employees who are regularly assigned for twenty or more hours per work week, within the bargaining unit as defined and certified by the Board of Personnel Appeals listed below:

Account Clerk Account Clerk Senior	Compliance/Quality Control Specialist
Accounts Payable Clerk	Court Clerk
Accounts Payable Clerk, Senior	Courtroom Clerk
Accounting Technician	Customer Service Billing Clerk
Accounting Technician, Senior	Engineering Admin Secretary
Administrative Secretary	Emergency Services Dispatcher
Administrative Secretary, Senior	Emergency Services Dispatcher, Senior
Administrative Secretary/Lab Assistant	Events Specialist
Animal Control Officer	HIDTA Information Tech, Senior
Billing Clerk	Housing Specialist
Box Office Specialist	Land Management Specialist
Building Inspector I	Library Clerk
Certified Permit Technician	Library Specialist
Code Enforcement Technician	Office and Administrative Specialist
Code Enforcement Technician, Senior	Park & Recreation Account Clerk, Senior
Community Development Program Specialist	Police Evidence Technician
Community Development Program/Rehab Specialist	Police Information Technician
Community Development Technician	Police Information Technician, Senior
Community Development Technician, Senior	Process Server
Community Service Officer	Process Server, Senior
	Staff Accountant (non-degreed)
	Utility Billing Technician
	Utility Dispatcher



## **ARTICLE 2: TERM OF THE AGREEMENT**

This Agreement shall be effective as of the 1st day of July 2017, and shall remain in full force and effect through the 30th day of June 2019. Either party desiring to change or terminate this Agreement must notify the other in writing at least one hundred twenty (120) days prior to June 30, 2019.

During the bargaining of the new Agreement, if the parties continue to negotiate in good faith, the terms and conditions under this Agreement shall remain in full force and effect until completion of the bargaining process and ratification of the Agreement by the City Commission. At the signing of the new Agreement, payment of benefits and wages will be reconciled with the terms of the new Agreement.

## **ARTICLE 3: EFFECT OF LAWS AND RULES**

Section 1. This contract is subject to all applicable existing or future laws or regulations of the State of Montana or its political subdivisions.

Section 2. The provisions of this contract are intended to state minimum standards of employee rights and benefits, and the Employer is not hereby prohibited from extending additional benefits to its employees when in its judgment such benefits are justified, and may reduce current benefits to the minimum contained herein.

## **ARTICLE 4: SEVERABILITY**

In the event any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in force and effect.

## **ARTICLE 5: MANAGEMENT RIGHTS**

Under Mont. Code Ann. §MCA 39-31-303, the CITY shall have the right to operate its affairs in such areas as, but not limited to:

- A. direct employees;
- B. hire, promote, transfer, assign, and retain employees;

- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- D. maintain the efficiency of government operations;
- E. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- G. establish the methods and processes by which work is performed.

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

## **ARTICLE 6: EMPLOYEE RIGHTS**

Section 1. RIGHT TO ORGANIZE - It shall be the right of all employees covered by this agreement to join and support Association for the purposes of negotiating with Employer with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing, maintaining, protecting, and improving the standards of the City of Great Falls and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining for Public Employees Act, Mont. Code Ann. §39-31-101 *et seq.* No employee shall be discharged or discriminated against by Employer for upholding lawful Association activities.

Section 2. PROTECTION OF EMPLOYEE RIGHTS - Employer shall give reasonable support to employees in the discharge of their duties. No employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause; excluding, however, probationary employees.

Section 3. HOLD HARMLESS - Employer shall provide insurance or risk pooled indemnity protection to defend and indemnify, if necessary, employees for claims, actual or alleged, made against them while acting within the course and scope of their employment, provided that such incidents, damages or acts are not caused by the willful violation of penal statutes, acts of fraud, or conduct contrary to the Employee Personnel Policy Manual. In addition, Employer agrees to abide by all requirements of the laws of the State of Montana relating to its obligation to defend, indemnify and hold employees harmless while acting within the course and scope of their employment.

Section 4. CONFLICT OF POLICIES – In the case of a conflict of provisions contained in this Agreement and the Employee Personnel Policy Manual, this Agreement's provisions shall be applied, unless such provisions are contrary to applicable law.

## **ARTICLE 7: ASSOCIATION RIGHTS**

Section 1. In the event the Association designates a member employee to act in the capacity as official spokesperson for the Association on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the Employer immediately after their election and the Employer shall be notified of any changes of said representatives within 7 calendar days.

Section 3. The internal business of the Association shall be conducted by the employees during their non-duty hours; provided, however, that a selected and designated Association officer or appointee shall be allowed a reasonable amount of paid time to act as an employee representative in a disciplinary meeting when requested by the employee, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule.

Section 4. The Association's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be approved in advance with management, and shall not unduly disrupt work in progress.

Section 5. The Association may utilize a reasonable amount of space on bulletin boards as determined by the Employer on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Association.

Section 6. Accredited Association representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file, with the exception of health care information unless the issue involves such matters, and only where justification is advanced for such access by the Association, and where the employee consents in writing to such inspection.

Section 7. The Association may be allowed to use the employer's facilities for Association meetings contingent upon availability and management approval. The Association shall be liable for any damages as a result of such use.

Section 8. RIGHT TO INFORMATION - Employer recognizes the necessity for the Association to have possession of information to maintain the Agreement and prepare for negotiations. Therefore one (1) copy of the following materials will be furnished the Association by Employer at no cost within ten (10) days of the receipt of a request, provided such materials are available: General fund budgets - preliminary and final; Annual report of Employer setting forth actual receipts and expenditures; Administrative regulations; names, addresses and classifications of employees in a particular classification or department of employees covered by this agreement; any information, statistics and records which are not private or confidential and

which are relevant to negotiations, or necessary for proper enforcement of the terms of this agreement. The Association, upon written request to Employer, shall also be furnished information or access to information that is of a public nature and is available. For such information Employer may charge the Association for the cost of preparing or providing copies thereof.

**ARTICLE 8: ASSOCIATION SECURITY**

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Association, but must, as a term and condition of employment, pay a representation fee to the Association.

Section 2. Upon receipt of written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association by such employee for dues or representation fee. The Employer will remit to the Association such sums within 30 calendar days of receipt. Changes in the Association membership dues rate will be certified to the Employer in writing signed by the authorized officer or officers of the Association and Association shall notify Employer at least 30 calendar days in advance of such change.

Section 3. All employees covered by the terms of this Agreement shall within 30 calendar days of the signing of this Agreement, or within 30 days of employment, whichever is later, pay dues or a representation fee to the Association. The Association may make written notice of default and demand for discharge after the 30 day period specified above. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice of default by the Association.

Section 4. The Employer, within 30 calendar days of the signing of this Agreement, shall present the Association with a list of the names and addresses of all current employees covered by this Agreement, and shall update list each month for all new hires.

Section 5. The Association shall indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

**ARTICLE 9: SCOPE OF AGREEMENT**

This Agreement constitutes the full and complete agreement between the parties and, as such, supersedes all previous agreements, understandings and practices, whether or not in writing, and whether or not they are formal or informal. The parties further acknowledge that during the course of collective bargaining each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provisions of this Agreement nor upon any subject of collective bargaining unless by mutual consent of the parties hereto. Attached as Addendum C, which is attached and

incorporated herein by this reference, and includes all letters of understanding, reclassifications, or other agreements affecting this Agreement.

#### **ARTICLE 10: DEFINITIONS**

- A. "Employee" shall mean employees of the CITY who are members of the bargaining unit covered by this Agreement.
- B. "Regular employee" means an employee who is assigned to a designated budgeted regular, non-temporary position and who has completed the respective probationary period(s).
- C. "Temporary employee" means an employee assigned to a position designated as temporary in the City's budget, created for a definite period of time not to exceed twelve (12) months in accordance with Mont. Code Ann. §2-18-101(26).
- D. "Full-time employee" means an employee who normally works 40 hours a week.
- E. "Part-time employee" means an employee who normally works less than 40 hours a week.
- F. "Short-term worker" means an employee who does not work for more than ninety (90) days in a continuous 12-month period. A short-term worker is not eligible to earn sick leave, vacation leave and holiday benefits in accordance with MCA 2-18-101(23).
- G. "Probationary employee" means a non-temporary employee who is in an applicable probationary period.

#### **ARTICLE 11: SENIORITY AND LAYOFF**

Section 1. Seniority means an employee's length of continuous service with the Department since the first date of hire as a regular employee, and shall be computed from the date the employee began such service.

- A. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, in the event of reemployment under Section 2 of this Article, previous service shall count towards seniority.
- B. Employer shall post a seniority roster on December 1 of each year. Employee may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.

#### Section 2.

- A. A reduction in force and the term "layoff" as used herein shall be separate and distinct



from the terms “resignation”, “retirement” and “dismissal”, and shall mean the loss of an employee's employment with the Employer which is the result of any reason other than resignation, retirement or dismissal. Reduction in hours is distinct and separate from reduction in force and layoff. Reduction in hours will be based on the operational needs of the department.

- B. In the event that Employer anticipates that a layoff of employees is to take place, the Employer will provide the Association with written notification which will include the positions proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon Association request, the Employer will make available to the Association any data requested which pertains to the layoff determination. Any employee who is to be placed on layoff will be so notified in writing, by certified mail, at least thirty (30) calendar days prior to the effective date of the layoff. The Employer will provide the Association with a listing of the employees being notified of the layoff.
- C. Layoffs caused by Reduction in Force shall be in reverse order of seniority within the Department, that is; the employee last hired shall be the first released in the same job classification.
- D. During notification period, affected employees will be given first consideration for any vacant position authorized by the City Manager for which they are qualified within the City. Qualifications based on current/ reviewed/ updated job description. If more than one qualified employee is interested in the vacant position, seniority will be the determining factor for selection to the position.
- E. All recalls to employment shall be in order of seniority; that is, the last employee released as a result of a Reduction in Force shall be the first considered for any position for which they are qualified within the City. The Employer shall notify in writing such employee to return to work and furnish the Association with a copy of such notification. It shall be the employee's responsibility to maintain a current address on record with the Employer for the purpose of such notification.
- F. Layoffs and subsequent recall shall not be considered as a new employment affecting the status of previous employees, nor shall it require the placement of reemployed personnel in a probationary status, if recalled to their previous position.
- G. Any recall rights under this Agreement are only applicable for twelve months from layoff.

Section 3. Seniority and rights to employee benefits shall be terminated when an employee terminates under the following conditions:

- A. terminates voluntarily or retires;
- B. is discharged for just cause;
- C. is absent for one working day without properly notifying the Employer;
- D. fails to report for work after layoff within three (3) working days after being notified by registered mail at their last known address unless satisfactory excuse is shown.

#### **ARTICLE 12: JOB SECURITY**

Section 1. The probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not in the judgment of the Employer meet the required standard of performance. The probationary period upon initial employment shall be six (6) months for all bargaining unit members other than Emergency Services Dispatchers who shall have a probationary period of twelve (12) months, and Court Account Clerk, Seniors who shall have a probationary period of nine (9) months. The Employer may terminate the employment of any employee in accordance herewith upon written notice to the employee. Any employee who has not been otherwise notified prior to the end of his probationary period shall automatically obtain regular status.

Section 2. The Employer may discharge any employee with regular status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such action. An employee with regular status may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure. This in no way limits management's prerogative to lay off employees in accordance with this Agreement.

#### **ARTICLE 13: JOB DESCRIPTION**

Section 1. Any employee may request at any time and shall receive a copy of his/her current job description. This description shall outline the duties and responsibilities for which the employee is held accountable.

Section 2. The employee may request a review of the job description and classification if he/she deems the job description does not reflect current duties and responsibilities. Within thirty calendar (30) days of the employee's request for a review of the job description and classification, the Employer will complete the review and provide the employee with a written determination.

#### **ARTICLE 14: VACATIONS**

- A. Vacation (annual) leave shall be earned and accumulated as provided in the Montana

Codes Annotated.

- B. Regular part-time employees, and full time employees regularly scheduled for less than 40 hours per week, are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- C. It shall be unlawful for an Employer to terminate or separate an employee from his/her employment in an attempt to circumvent the provision of this law. Should a question arise under this paragraph, the employee shall proceed under the grievance provisions of Addendum A of this Agreement.
- D. Accumulation of leave. Annual vacation leave may be accumulated to a total not to exceed 2 times the maximum number of days earned annually as of the last day of any calendar year. However, excess vacation time is not forfeited if taken within 90 calendar days from December 31st of the year in which the excess was accrued.

Employees with excess hours will be notified by the 10<sup>th</sup> of January of the number of hours that they need to use by March 31<sup>st</sup>. Employees must submit by January 31<sup>st</sup> vacation requests to use their excess vacation. If an employee's approved vacation is cancelled by the City, the employee will be allowed to carry those hours over to the current year.

- E. Separation from service or transfer to other department - cash for unused vacation leave upon termination. An employee who terminates his/her employment with the City, for reason not reflecting discredit on himself/herself, shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above. However, if an employee transfers between departments within the City, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving department assumes liability for the accrued vacation credits transferred with the employee.
- F. When an employee has exhausted all accrued sick leave, absence because of illness can be chargeable against vacation or accrued compensatory time by mutual agreement between the employee and his/her supervisor, prior to approving leave without pay.
- G. Vacations will be granted at the time requested subject to the operational needs of the department. A vacation sign-up sheet shall be posted on each department's bulletin board by December 1 of the year preceding the year to be scheduled. For conflicting vacation requests by more than one employee which are made by January 10th seniority shall govern, by division, with the most senior employee in the bargaining unit given first choice of when he/she shall take the requested vacation.

Vacations requested after January 10th of each year will be in writing and granted on a

first-come, first-serve basis. The City reserves the final right to deny all vacation requests, in writing, based upon operational needs within one (1) day of each request. Once a vacation request is approved, it will not be rescinded unless an emergent situation/condition arises.

- H. Receipt of vacation leave credits by an injured worker may not affect the worker's eligibility for temporary total disability benefits.

## **ARTICLE 15: SICK LEAVE**

Section 1. Sick leave shall be earned and accumulated as provided in the Montana Codes Annotated. Regular part-time employees, and full time employees regularly scheduled for less than 40 hours per week, are entitled to prorated sick leave benefits if they have worked the qualifying period.

Section 2. Employee may take sick leave for the following reasons:

- A. Personal illness;
- B. When needed to care for an immediate family member, or any other member of an employee's household, this leave may not exceed more than five (5) days at any one time, unless the leave qualifies under FMLA. "Immediate family" shall mean: employee's spouse, children, mother, father, sisters, brothers, grandparents or grandchildren, and corresponding in-laws;
- C. When there is a death in the immediate family, up to ten days sick leave may be granted, unless the leave qualifies under FMLA.
- D. Parental leave may be charged against sick leave credits up to one hundred and twenty hours (120) regardless of the shift for birth fathers and adoptive parents.

Section 3. A health care provider's report excusing the employee from work may be required for any paid sick leave. The employee will be notified if a health care provider's release from work is required.

Section 4. Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.

- A. Report the reason for the absence within 45 minutes of beginning of his or her shift to the division head or immediate supervisor.
- B. If the absence is for more than one (1) day in length, the employee must keep his or her division head informed of his or her condition on a daily basis.

Section 5. Sick leave pay to the extent it has been earned, may be integrated by employee request, with payments under any state workers compensation program, so as not to permit the employee to receive more than the equivalent of forty (40) hours' gross pay at the employee's regular straight time hourly rate of pay for any time in which employee is off of work. All usual deductions will be taken from the applicable sick leave pay.

Section 6. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave and vacation leave credits, and needs more time away from work, members of the Association may donate one (1) day of sick leave to any employee on an individual basis. Requests for donations must be approved by management. The maximum an employee can receive or donate is fifteen (15) days in a calendar year unless additional time is approved by designated City authority. If an employee has exhausted all accrued sick leave and vacation leave and/or donated leave, the Employer may permit the employee to be placed on a leave without pay status.

Section 7. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable health care certification.

Section 8. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

## **ARTICLE 16: OTHER LEAVES**

Section 1. Jury and Witness Duty, per Mont. Code Ann. §2-18-619:

- A. Each 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 Finance office. Juror fees shall be applied against the amount due the employee from his employer. However, if an employee elects to use annual leave to serve on a jury, the employee will not be required to remit the juror fees to the Employer. In no instance is an employee required to remit to Employer any expense or mileage allowance paid by the court.
- B. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Finance office. Witness fees shall be applied against the amount due the employee from Employer. However, if an employee elects to use annual leave to serve as a subpoenaed witness, the employee will not, be required to remit the witness fees to Employer. In no instance is an employee required to remit to Employer any expense or mileage allowances paid by the court.



- C. Employees are required to report back to work if dismissed from jury/witness duty prior to one-half (½) hour before the end of his/her normal shift, unless on annual leave.
- D. Employer may request the court to excuse its employees from jury duty if they are needed for the proper operation of a unit of state or local government.

Section 2. Military Leave and maternity leave shall be prescribed by law.

Section 3. "Leave without pay" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his/her regular job. A leave without pay must be requested by the employee in advance, and Employer shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Employer shall be based on the needs of the department and the reason for the request. Sick leave and vacation leaves do not accrue while an employee is on leave without pay status.

## **ARTICLE 17: HOLIDAYS**

Section 1. Employees shall be granted the following holidays:

- a. New Year's Day, January 1
- b. Martin Luther King Day, 3rd Monday in January
- c. Lincoln's and Washington's Birthday, 3rd Monday in February
- d. Memorial Day, last Monday in May
- e. Independence Day, July 4
- f. \*Columbus Day (Municipal Court employees only)
- g. Labor Day, 1st Monday in September
- h. Veterans' Day, November 11
- i. \*Thanksgiving, 4th Thursday and Friday in November (Municipal Court employees will work the day after Thanksgiving)
- j. Christmas, December 25
- k. State general election day

\*Municipal Court will be closed on days identified in Montana Code Annotated §§ 1-1-216 and 3-1-302, and Court will be open the day after Thanksgiving.

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all employees covered under this agreement. Part-time employees, and full time employees regularly scheduled for less than 40 hours per week, are entitled to prorated holiday benefits if they have worked the qualifying period. To be eligible for holiday pay an employee must be in a pay status on the last scheduled working day immediately before the holiday or on the first

regularly scheduled working day immediately after the holiday.

Section 3. An employee who works on a legal holiday shall receive appropriate paid leave the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by mutual agreement by the employee and his supervisor or shall be paid a minimum of 1½ times the regular hourly rate plus holiday pay if no paid leave is requested by the employee.

Employees who work in the Emergency Operations Center, will notify the Employer when they put in for vacation (January 10th) of which holidays they would like to take a day in lieu of the holiday worked. Request for a specific day off in lieu of the holiday worked submitted by January 10<sup>th</sup> will be approved based on seniority; requests submitted after January 10<sup>th</sup> will be on a first-come first-served basis. Emergency Services Dispatchers shall bank their holiday premium pay and overtime into a compensatory time bank that will not exceed eighty (80) hours. Any holiday premium pay or overtime pay worked in excess of eighty (80) hours shall be paid. All compensatory time scheduled off shall be with mutual agreement. No more than forty (40) hours of compensatory time shall be cashed out in pay in any one pay period.

Section 4. Any employee who is scheduled for a day off on a day which is observed as a legal holiday, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Part-time employees, and full time employees regularly scheduled for less than 40 hours per week, shall receive benefits granted in this section on a pro-rata basis.

## **ARTICLE 18: REIMBURSED EXPENSES**

Section 1. Per Diem. Per Diem or reimbursement for meals or lodging shall be paid at the rates allowable under the City's Financial Policies and Procedures.

## **ARTICLE 19: PAY AND HOURS**

Section 1. SALARIES AND LONGEVITY

A. BASE WAGES - Conditions relative to and governing base wages and salaries are contained in Addendum B of this Agreement, which is attached and incorporated into this Agreement by this reference.

B. Employees are eligible for steps 5 and 6 if they are not above the midpoint of their salary range assignment when they have completed 8 years of employment for step 5 and 10 years of employment for step 6 as follows: Employees who remain in their original position with the City

will progress through steps 1-6 calculated from their hire date. Lateral transfers, reclassifications, and promotions to a leadworker position do not affect the employee's eligibility date for steps 5 and 6, as long as they do not exceed the midpoint. An employee who is promoted to a new position will be eligible for step 5 and 6 after he/she has been in the newly promoted position for 8 and 10 years respectively, as long as he/she does not exceed the midpoint. A re-hired employee's previous time in the same position/classification will count toward the step progression only if the employee is separated from City employment for one year or less.

C. For the purposes of longevity only, time shall be computed and start July 1, 1987, and the following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated.

Longevity Pay: Subsequent to the completion of ten years of consecutive full time MPEA employment, employees who otherwise qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY ALLOWANCE</u>
After 10 years through the end of the 15 <sup>th</sup> year	\$20.00 per month
After 15 years through the end of the 20 <sup>th</sup> year	\$40.00 per month
After 20 years through the end of the 25 <sup>th</sup> year	\$60.00 per month
After 25 years through the end of the 30 <sup>th</sup> year	\$80.00 per month
After 30 years or more years	\$100.00 per month

Longevity pay will be paid to the eligible employees in a lump sum amount once each year in December for any longevity pay earned as of the previous June 30<sup>th</sup>.

Section 2. A work week shall consist of forty (40) hours composed of five (5) consecutive work days, immediately followed by two (2) days off; except when flex time is implemented or when Departments must maintain a 6 or 7 day per week operation. In those departments (for example library, police), employees may, on occasion, be scheduled for a 6th consecutive day.

Section 3. A regular workday shall consist of 8 hours of continuous work, unless the employer has exercised the option to implement flex time (see Section 4). The workday will include 2 duty free 15-minute rest breaks as determined by individual departments. Employees shall also be granted a duty-free meal break, the length and scheduling of which is to be determined by the individual departments or supervisor. The meal break shall normally be without pay unless established otherwise by individual departments. It is understood and agreed that certain job classifications require special work schedules. In those cases, the supervisor shall designate the work week and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday or Sunday.

Section 4. Employer will have the option of implementing flex time. Flex time is defined as any variation in the established work schedule within a department. A Department Head will have the authority to disallow or discontinue the use of flex time in the department at any time.

At no time will the employee's flexed schedule exceed 40 hours per week. Flextime cannot be transferred or accumulated.

Section 5. ON CALL - "On Call" assignments shall be for a fixed predetermined period of time not to exceed eight (8) hours. Employees formally placed on "on call" status shall be compensated on the basis of two (2) hours straight time pay for eight (8) hours of "on call" or fraction thereof. Full-time employees who are called out for work, that has not been scheduled, and report outside the regular shift shall be paid for a minimum of 2 hours at a rate of 1½ times the regular rate of pay, except for holidays, as enumerated in Article 17, which will be paid at 1½ times the regular hourly rate of pay plus holiday pay. Each hour after 2 hours shall also be paid at the above rates. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workweek.

Section 6. ON CALL - for Animal Control Officers: Employees formally placed on "on call" status shall be compensated on the basis of two (2) hours straight time pay for eight (8) hours of "on call" or four (4) hours straight time pay for over eight (8) hours and up to sixteen (16) hours of "on call". Employees called out while on their "on call" status will be paid a minimum of two (2) hours at a rate of 1½ times the regular rate of pay in addition to their on-call pay, not to include phone calls. Phone calls not requiring a response will be paid at a minimum of 15 minutes at 1½ times the regular rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds 15 minutes, the employee will be paid for the actual time worked at 1½ the regular rate of pay. Full-time employees who are called out for work, that has not been scheduled, shall be paid for a minimum of 2 hours at a rate of 1½ times the regular rate of pay. Each hour after 2 hours shall be paid at the overtime rate of 1½ times the regular rate of pay.

Section 7. An employee within the Police Department who shall be employed for what is commonly referred to as the "afternoon shift" shall receive an additional \$1.25 per hour, in addition to other salary payments and any employee who shall be employed for what is commonly known as "night shift" shall receive an additional \$1.50 per hour, in addition to other salary payments. In each case, such additional compensation shall apply only to the hours during which the employee, in a given pay period, is actually serving on the "afternoon shift" or the "night shift" as the case may be. Employees assigned to work the "swing shift" of 1100 - 1900, will be paid at the afternoon rate; those assigned to work the shift from 1900 - 0300 will be paid at the night rate.

Section 8. In the absence of a supervisor, one dispatcher per shift will be designated as Lead and receive an additional \$1.50 per hour while acting as Lead. Also in the absence of a supervisor for more than twenty (20) consecutive working days, the Lead Dispatcher shall be paid at step 1 of the higher grade for actual hours worked.

Section 9. If an employee is temporarily assigned to work in a higher classified position, for which he/she has been trained, to work a minimum of eight (8) hours, he/she will be paid at the

higher classified position rate of pay for the period of time actually worked.

Section 10. Call out does not include scheduled work such as court and meetings that the employee has advance notice of, and occurs one hour or less either before or after the regular shift. Employees required to return to work within, or stay at work for up to, one-half (½) hour of the end of their shift to complete work that should have been done prior to leaving work will be compensated as an extension of the regular shift; employees required to return to work, or stay at work for up to, within one (1) hour of the end of their shift to complete work that should have been done prior to leaving work will be credited with a minimum of two (2) hours as straight time. Employees called to report to work early, within one hour of the beginning of their regular shift, will be compensated as an extension of the regular shift as outlined above.

Section 11. A dispatcher who is assigned to train a new dispatcher shall receive an additional \$1.35 per hour for all hours worked training a new dispatcher. An ACO who is assigned to train a new ACO shall receive an additional seventy (70) cents per hour for all hours worked training a new ACO. A CSO who is assigned to train a new CSO shall receive an additional seventy (70) cents per hour for all hours worked training a new CSO.

## **ARTICLE 20: COURT APPEARANCE**

In the event that any court appearance before any judicial or administrative body is required as a part of the employee's job, excluding those occurring during regularly scheduled hours or days, the employee shall be paid for a minimum of four (4) hours at the straight time rate. If such court appearance is on a scheduled day off, the four (4) hour minimum will be paid at the time and one-half rate. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workweek.

## **ARTICLE 21: OVERTIME**

Section 1. Employees legally entitled to overtime shall be paid at a rate of one and one half (1½) times their regular rate of pay for any time they work over 40 hours per week.

Section 2. The Employer will make a good faith effort to equalize the offer of scheduled overtime among employees in the same work unit and classification where training and ability are sufficient to do the work. Overtime will be worked on a voluntary basis unless needed for continuation of service.

Section 3. Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime credits under this article. Authorized sick



leave shall not constitute time worked when computing overtime credits under this article.

Section 4. Overtime as provided for in this Agreement shall not be pyramided under any circumstances.

## **ARTICLE 22: GRIEVANCES AND ARBITRATION**

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. Addendum A, attached hereto, shall be utilized to resolve grievances.

## **ARTICLE 23: VACANCIES AND PROMOTIONS**

Section 1. Where qualifications, capabilities, work experience and past work performance are equal, seniority shall be the controlling factor in filling new or vacated regular positions.

Section 2. All newly created or vacated positions, excluding reclassifications, uniformed police and fire, professional (licensed/certification), department and division heads (does not include first line supervisors), and skilled trades (carpenter, electrician, plumber), shall be conspicuously posted in each building for three (3) working days to allow current employees the first opportunity to apply. Postings will identify the salary range assignment and inform employees that additional information on the position is available in the Human Resources Office. Position openings will be filled by promoting from within the City whenever possible. When deemed necessary to recruit from outside, Job Service and all available sources of qualified personnel shall be utilized. The City agrees to interview at least two (2) qualified in-house applicants.

Section 3. The salary for vacant positions shall be posted on each vacancy notice within the bargaining unit. If the City cannot attract a qualified candidate at the advertised salary, the position shall be re-advertised with a new salary. The revised posting announcement shall be advertised in-house and out of house concurrently.

## **ARTICLE 24: RATINGS AND WARNINGS**

Section 1. From the date of signing this Agreement, no information reflecting critically upon an employee shall be placed in the official personnel file, retained by Human Resources, of the employee that does not bear the signature or initials of the employee indicating that he/she has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request. This provision shall not restrict supervisors or management representatives from maintaining administrative records with regard to employee action or transactions.

Section 2. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the official personnel file of an employee and shall be purged from their official personnel file if older than one year unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings, or unless such purging is contrary to federal or state law (such as retention periods for positive drug or alcohol tests). Employee must request the Human Resources Department to purge the official personnel file.

Section 3. Material placed in the official personnel file of an employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceedings involving the employee.

Section 4. RIGHTS TO REPRESENTATION - An employee may, at his/her option, be represented at all disciplinary meetings by an Association Representative.

#### **ARTICLE 25: NOTIFICATIONS**

Section 1. The Employer shall insure each employee's access to an up-to-date policy manual of its rules, regulations and policies on employment related matters. The employee shall be notified of any changes or additions to personnel rules, regulations and policies issued by the Employer and the individual departments.

#### **ARTICLE 26: NO STRIKE/LOCKOUT**

Section 1. During the term of this Agreement, neither the Association nor its agents or representatives will cause, sanction or take part in any strike or any other interference with the operation of the Employer's business.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

#### **ARTICLE 27: HEALTH INSURANCE**

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

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its

deemed receipt, toward the employee's health insurance or indemnity coverage.

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

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

Any additional premium charges after 7/1/17 and through all increases in premiums through June 30, 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 starting July 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

7/1/18		

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

- A. 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 or indemnity carrier, including the option of partially or fully self-funding with no obligation to negotiate.

**ARTICLE 28: MISCELLANEOUS**

Section 1. LABOR-MANAGEMENT COMMITTEE - A Labor-Management Committee shall be formed and consist of members from the Association and members from the employer in accordance with the Labor Management Committee by-laws. The Committee will meet as often as necessary. Any subject of concern to either the Association or Employer may be presented to this Committee.

Section 2. The Employer and the Association agree to develop and implement a clothing/uniform policy for civilian employees of the Great Falls Police Department through a designated working group of Police Department representatives with final approval by the Chief of Police.

Section 3. When past practices, policies, rules or prior agreements conflict with the specific language incorporated into this agreement, the language of this agreement shall apply. During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement unless mutually agreed by both parties.

This clause shall not be construed to limit, impair or act as a waiver of the Employer's or Association's right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

Section 4. In the event any Federal or State law or final decision of court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The Employer or Association agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

**ARTICLE 29: TRAINING**

The City will make its best effort to provide/make available access to training at least every two years to employees required to maintain certifications or licenses for their position.

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

CITY OF GREAT FALLS, MONTANA

MONTANA PUBLIC EMPLOYEES  
ASSOCIATION, INC.

\_\_\_\_\_  
Gregory T. Doyon, City Manager

\_\_\_\_\_  
Quinton E. Nyman, Executive Director

ATTEST:

\_\_\_\_\_  
Megan Casey, Field Representative

\_\_\_\_\_  
City Clerk

(SEAL OF CITY)

Reviewed for legal content\*:



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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.

## **ADDENDUM A: GRIEVANCE PROCEDURE**

### Step 1.

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

### Step 2.

If the response from the Supervisor is not satisfactory to the employee and/or Union Steward, the employee and/or Steward shall contact the Union, and the Union shall, within ten (10) working days (Monday – Friday), except City holidays, of the response of the Supervisor in Step 1, reduce the grievance to writing and submit the grievance to the Department Head or designee. The Department Head or designee and the Union shall meet within ten (10) working days (Monday – Friday), except City holidays, to discuss the grievance and attempt to resolve the grievance. The Department Head or designee shall have five (5) working days (Monday – Friday), except City holidays, from the date of the meeting to respond to the Union with his/her decision in writing.

Grievances regarding termination of employment shall be submitted by the Union, in writing, to the Department Head at Step 2.

### Step 3.

If the response from the Department Head is not satisfactory to the Union, the Union may within ten (10) working days (Monday – Friday), except City holidays, submit the grievance in writing to the City Manager or his designee. The City Manager or his designee shall respond back to the Union within ten (10) working days (Monday – Friday), except City holidays, in writing with the City's decision.

### Step 4.

If the grievance is not settled in Step 3, the Union and the Employer shall, within five (5) working days (Monday – Friday), except City holidays, agree to a date, time and place to convene a joint committee of two (2) representatives of the Union and two (2) representatives from the City to hear the grievance. The committee shall render a decision within five (5) working days (Monday – Friday), except City holidays, from the date of the hearing.

### Step 5.

If the grievance is not settled in Step 4, either party may within ten (10) working days (Monday – Friday), except City holidays, submit the grievance to final and binding resolution with an agreed upon arbitrator or request a list of arbitrators from the Board of Personnel Appeals. Final and binding arbitration shall be used for contract violations that involve interpretation of language that would result in a monetary value of \$800 or less.

- A. If the City and the Union cannot agree whether a grievance has an economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the case in Final and Binding Resolution shall make the decision and it shall be final and binding on all parties.
- B. City shall present claims or grievances, in writing, to the Union.
- C. Final and Binding Resolution Authority: in any case where Final and Binding Resolution is utilized, the person hearing the grievance shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The person hearing the grievance shall consider and decide only the specific issue(s) submitted in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted. The person hearing the grievance shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of Final and Binding Resolution shall be borne by the two parties, equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Step 6. The parties may mutually agree to use Step 5 to resolve contractual issues with a value of more than \$800 in lieu of judicial review.

#### RULES OF GRIEVANCE PROCESSING

Rule 1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.

Rule 2. A grievance not filed or advanced by the grievant within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the employer's representative to answer within the time limits shall entitle the employee proceed to the next step.

Rule 3. An appointed authority may replace any titled position in the grievance procedure provided that such appointment has full authority to act in the capacity of the person being replaced.

Rule 4. When the grievance is presented in writing there shall be set forth all of the following:

- A. A complete statement of the grievance and facts upon which it is based.
- B. The rights of the individual claimed to have been violated and remedy or correction

requested.

### ADDENDUM B

MPEA Salary Schedule

3.25% increase

Effective 7/1/2017

Salary Range	Entry Level 7/1/17	Step 1 3% Increase after 6 mos in position	Step 2 6% Increase after 18 mos in position	Step 3 3% Increase after 3 years in position	Step 4 3% Increase after 5 years in position	Step 5 2.5% Increase after 8 years in position	Step 6 2.5% Increase after 10 years in position
13	\$19,513.52	\$20,098.93	\$21,323.63	\$21,963.34	\$22,622.23	\$23,187.80	\$23,767.49
14	\$20,002.52	\$20,602.60	\$21,856.72	\$22,512.42	\$23,187.79	\$23,767.49	\$24,361.68
15	\$20,502.35	\$21,117.42	\$22,403.14	\$23,075.24	\$23,767.50	\$24,361.68	\$24,970.72
16	\$21,014.36	\$21,644.79	\$22,963.22	\$23,652.12	\$24,361.68	\$24,970.72	\$25,594.99
17	\$21,539.92	\$22,186.12	\$23,537.29	\$24,243.41	\$24,970.70	\$25,594.97	\$26,234.84
18	\$22,079.03	\$22,741.41	\$24,125.74	\$24,849.51	\$25,594.99	\$26,234.86	\$26,890.74
19	\$22,630.33	\$23,309.24	\$24,728.87	\$25,470.74	\$26,234.86	\$26,890.73	\$27,563.00
20	\$23,196.54	\$23,892.44	\$25,347.09	\$26,107.49	\$26,890.72	\$27,562.99	\$28,252.07
21	\$23,776.26	\$24,489.55	\$25,980.77	\$26,760.19	\$27,562.99	\$28,252.07	\$28,958.38
22	\$24,370.93	\$25,102.06	\$26,630.29	\$27,429.20	\$28,252.08	\$28,958.38	\$29,682.34
23	\$24,979.12	\$25,728.49	\$27,296.04	\$28,114.92	\$28,958.37	\$29,682.32	\$30,424.37
24	\$25,604.91	\$26,373.05	\$27,978.45	\$28,817.80	\$29,682.33	\$30,424.39	\$31,185.00
25	\$26,244.26	\$27,031.59	\$28,677.91	\$29,538.25	\$30,424.40	\$31,185.01	\$31,964.63
26	\$26,899.86	\$27,706.85	\$29,394.88	\$30,276.71	\$31,185.03	\$31,964.64	\$32,763.76
27	\$27,573.06	\$28,400.25	\$30,129.72	\$31,033.60	\$31,964.62	\$32,763.74	\$33,582.83
28	\$28,262.51	\$29,110.38	\$30,882.96	\$31,809.46	\$32,763.74	\$33,582.84	\$34,422.40
29	\$28,968.23	\$29,837.28	\$31,655.05	\$32,604.70	\$33,582.84	\$34,422.41	\$35,282.97
30	\$29,692.92	\$30,583.70	\$32,446.42	\$33,419.81	\$34,422.40	\$35,282.97	\$36,165.05
31	\$30,435.20	\$31,348.25	\$33,257.59	\$34,255.32	\$35,282.98	\$36,165.05	\$37,069.18
32	\$31,196.46	\$32,132.36	\$34,089.02	\$35,111.69	\$36,165.04	\$37,069.17	\$37,995.89
33	\$31,976.67	\$32,935.97	\$34,941.26	\$35,989.49	\$37,069.18	\$37,995.90	\$38,945.81
34	\$32,775.85	\$33,759.13	\$35,814.78	\$36,889.22	\$37,995.89	\$38,945.80	\$39,919.44
35	\$33,595.35	\$34,603.21	\$36,710.16	\$37,811.45	\$38,945.80	\$39,919.44	\$40,917.43
36	\$34,435.15	\$35,468.21	\$37,627.90	\$38,756.75	\$39,919.44	\$40,917.44	\$41,940.37
37	\$35,295.30	\$36,354.16	\$38,568.60	\$39,725.66	\$40,917.44	\$41,940.38	\$42,988.88
38	\$36,178.46	\$37,263.81	\$39,532.81	\$40,718.79	\$41,940.36	\$42,988.87	\$44,063.59
39	\$37,081.94	\$38,194.40	\$40,521.13	\$41,736.77	\$42,988.87	\$44,063.59	\$45,165.19
40	\$38,009.79	\$39,150.09	\$41,534.15	\$42,780.17	\$44,063.58	\$45,165.18	\$46,294.29
41	\$38,959.34	\$40,128.12	\$42,572.51	\$43,849.68	\$45,165.17	\$46,294.29	\$47,451.65
42	\$39,933.25	\$41,131.24	\$43,636.83	\$44,945.93	\$46,294.30	\$47,451.67	\$48,637.96
43	\$40,932.89	\$42,160.88	\$44,727.74	\$46,069.57	\$47,451.67	\$48,637.96	\$49,853.90
44	\$41,955.56	\$43,214.23	\$45,845.95	\$47,221.34	\$48,637.97	\$49,853.93	\$51,100.28
45	\$43,004.00	\$44,294.12	\$46,992.09	\$48,401.85	\$49,853.92	\$51,100.27	\$52,377.76
46	\$44,079.51	\$45,401.90	\$48,166.89	\$49,611.90	\$51,100.26	\$52,377.76	\$53,687.22
47	\$45,182.11	\$46,537.57	\$49,371.07	\$50,852.20	\$52,377.77	\$53,687.21	\$55,029.39
48	\$46,310.44	\$47,699.76	\$50,605.36	\$52,123.52	\$53,687.22	\$55,029.41	\$56,405.13
49	\$47,468.57	\$48,892.63	\$51,870.47	\$53,426.60	\$55,029.39	\$56,405.12	\$57,815.26
50	\$48,655.14	\$50,114.79	\$53,167.25	\$54,762.27	\$56,405.12	\$57,815.25	\$59,260.63

## ADDENDUM B

MPEA Salary Schedule (continued)

3.25% increase

Effective 7/1/2017

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Salary Range	Entry Level 7/1/17	3% Increase after 6 mos in position	6% Increase after 18 mos in position	3% Increase after 3 years in position	3% Increase after 5 years in position	2.5% Increase after 8 years in position	2.5% Increase after 10 years in position
51	\$49,871.53	\$51,367.67	\$54,496.43	\$56,131.32	\$57,815.26	\$59,260.64	\$60,742.16
52	\$51,119.07	\$52,652.64	\$55,858.84	\$57,534.60	\$59,260.64	\$60,742.15	\$62,260.71
53	\$52,396.39	\$53,968.28	\$57,255.31	\$58,972.96	\$60,742.15	\$62,260.70	\$63,817.23
54	\$53,706.23	\$55,317.42	\$58,686.69	\$60,447.28	\$62,260.70	\$63,817.21	\$65,412.64
55	\$55,049.93	\$56,701.43	\$60,153.86	\$61,958.46	\$63,817.23	\$65,412.66	\$67,047.97
56	\$56,426.15	\$58,118.94	\$61,657.69	\$63,507.42	\$65,412.65	\$67,047.96	\$68,724.16
57	\$57,836.24	\$59,571.33	\$63,199.13	\$65,095.12	\$67,047.97	\$68,724.17	\$70,442.28
58	\$59,281.53	\$61,059.97	\$64,779.12	\$66,722.50	\$68,724.17	\$70,442.27	\$72,203.33
59	\$60,764.75	\$62,587.70	\$66,398.57	\$68,390.54	\$70,442.26	\$72,203.31	\$74,008.39
60	\$62,283.20	\$64,151.69	\$68,058.55	\$70,100.30	\$72,203.31	\$74,008.39	\$75,858.60
61	\$63,840.92	\$65,756.15	\$69,760.03	\$71,852.82	\$74,008.40	\$75,858.62	\$77,755.09
62	\$65,436.56	\$67,399.66	\$71,504.02	\$73,649.14	\$75,858.61	\$77,755.07	\$79,698.95
63	\$67,072.86	\$69,085.04	\$73,291.64	\$75,490.37	\$77,755.09	\$79,698.96	\$81,691.44
64	\$68,748.42	\$70,810.86	\$75,123.91	\$77,377.63	\$79,698.96	\$81,691.45	\$83,733.73
65	\$70,467.32	\$72,581.35	\$77,002.01	\$79,312.08	\$81,691.44	\$83,733.73	\$85,827.07
66	\$72,229.60	\$74,396.47	\$78,927.07	\$81,294.88	\$83,733.73	\$85,827.07	\$87,972.75
67	\$74,035.19	\$76,256.25	\$80,900.23	\$83,327.24	\$85,827.06	\$87,972.74	\$90,172.05
68	\$75,885.50	\$78,162.06	\$82,922.75	\$85,410.42	\$87,972.73	\$90,172.05	\$92,426.36
69	\$77,783.22	\$80,116.71	\$84,995.80	\$87,545.68	\$90,172.05	\$92,426.35	\$94,737.01
70	\$79,728.33	\$82,120.19	\$87,120.72	\$89,734.34	\$92,426.37	\$94,737.03	\$97,105.46
71	\$81,720.86	\$84,172.50	\$89,298.72	\$91,977.69	\$94,737.02	\$97,105.45	\$99,533.09
72	\$83,763.51	\$86,276.42	\$91,531.19	\$94,277.12	\$97,105.44	\$99,533.08	\$102,021.39
73	\$85,857.64	\$88,433.37	\$93,819.48	\$96,634.06	\$99,533.09	\$102,021.41	\$104,571.95
74	\$88,004.59	\$90,644.72	\$96,164.95	\$99,049.90	\$102,021.40	\$104,571.93	\$107,186.23
75	\$90,204.38	\$92,910.51	\$98,569.10	\$101,526.17	\$104,571.96	\$107,186.25	\$109,865.91
76	\$92,459.68	\$95,233.47	\$101,033.30	\$104,064.30	\$107,186.24	\$109,865.89	\$112,612.53
77	\$94,771.88	\$97,615.04	\$103,559.15	\$106,665.92	\$109,865.90	\$112,612.55	\$115,427.86
78	\$97,140.97	\$100,055.20	\$106,148.13	\$109,332.57	\$112,612.54	\$115,427.86	\$118,313.56
79	\$99,569.67	\$102,556.75	\$108,801.82	\$112,065.88	\$115,427.85	\$118,313.55	\$121,271.39
80	\$102,057.97	\$105,119.71	\$111,521.86	\$114,867.52	\$118,313.55	\$121,271.38	\$124,303.17



## ADDENDUM B

### MPEA Salary Schedule

3.50% increase

Effective 7/1/2018

Salary Range	Entry Level 7/1/17	Step 1 3% Increase after 6 mos in position	Step 2 6% Increase after 18 mos in position	Step 3 3% Increase after 3 years in position	Step 4 3% Increase after 5 years in position	Step 5 2.5% Increase after 8 years in position	Step 6 2.5% Increase after 10 years in position
13	\$20,196.50	\$20,802.39	\$22,069.95	\$22,732.05	\$23,414.01	\$23,999.37	\$24,599.35
14	\$20,702.61	\$21,323.69	\$22,621.70	\$23,300.36	\$23,999.36	\$24,599.35	\$25,214.34
15	\$21,219.93	\$21,856.53	\$23,187.25	\$23,882.87	\$24,599.36	\$25,214.34	\$25,844.70
16	\$21,749.86	\$22,402.36	\$23,766.93	\$24,479.95	\$25,214.34	\$25,844.70	\$26,490.81
17	\$22,293.82	\$22,962.63	\$24,361.09	\$25,091.93	\$25,844.67	\$26,490.79	\$27,153.06
18	\$22,851.80	\$23,537.35	\$24,970.14	\$25,719.24	\$26,490.81	\$27,153.08	\$27,831.91
19	\$23,422.39	\$24,125.06	\$25,594.38	\$26,362.22	\$27,153.08	\$27,831.90	\$28,527.71
20	\$24,008.42	\$24,728.67	\$26,234.24	\$27,021.26	\$27,831.89	\$28,527.69	\$29,240.90
21	\$24,608.43	\$25,346.68	\$26,890.10	\$27,696.80	\$28,527.69	\$29,240.90	\$29,971.92
22	\$25,223.91	\$25,980.63	\$27,562.35	\$28,389.22	\$29,240.91	\$29,971.92	\$30,721.22
23	\$25,853.39	\$26,628.99	\$28,251.40	\$29,098.94	\$29,971.91	\$30,721.20	\$31,489.23
24	\$26,501.08	\$27,296.11	\$28,957.69	\$29,826.42	\$30,721.21	\$31,489.24	\$32,276.48
25	\$27,162.81	\$27,977.70	\$29,681.64	\$30,572.09	\$31,489.25	\$32,276.49	\$33,083.39
26	\$27,841.35	\$28,676.59	\$30,423.70	\$31,336.39	\$32,276.50	\$33,083.40	\$33,910.49
27	\$28,538.12	\$29,394.26	\$31,184.26	\$32,119.78	\$33,083.38	\$33,910.47	\$34,758.23
28	\$29,251.70	\$30,129.25	\$31,963.86	\$32,922.79	\$33,910.47	\$34,758.24	\$35,627.19
29	\$29,982.12	\$30,881.58	\$32,762.97	\$33,745.86	\$34,758.24	\$35,627.20	\$36,517.88
30	\$30,732.17	\$31,654.13	\$33,582.05	\$34,589.51	\$35,627.19	\$36,517.88	\$37,430.83
31	\$31,500.43	\$32,445.44	\$34,421.60	\$35,454.25	\$36,517.89	\$37,430.83	\$38,366.60
32	\$32,288.34	\$33,256.99	\$35,282.14	\$36,340.60	\$37,430.82	\$38,366.59	\$39,325.75
33	\$33,095.85	\$34,088.73	\$36,164.20	\$37,249.12	\$38,366.60	\$39,325.76	\$40,308.91
34	\$33,923.01	\$34,940.70	\$37,068.30	\$38,180.34	\$39,325.75	\$40,308.90	\$41,316.62
35	\$34,771.19	\$35,814.32	\$37,995.02	\$39,134.85	\$40,308.90	\$41,316.62	\$42,349.54
36	\$35,640.38	\$36,709.59	\$38,944.88	\$40,113.24	\$41,316.62	\$42,349.55	\$43,408.28
37	\$36,530.64	\$37,626.56	\$39,918.50	\$41,116.06	\$42,349.55	\$43,408.29	\$44,493.49
38	\$37,444.70	\$38,568.04	\$40,916.46	\$42,143.95	\$43,408.27	\$44,493.48	\$45,605.81
39	\$38,379.81	\$39,531.20	\$41,939.37	\$43,197.56	\$44,493.48	\$45,605.81	\$46,745.97
40	\$39,340.14	\$40,520.34	\$42,987.85	\$44,277.47	\$45,605.80	\$46,745.96	\$47,914.59
41	\$40,322.91	\$41,532.60	\$44,062.55	\$45,384.42	\$46,745.95	\$47,914.59	\$49,112.46
42	\$41,330.91	\$42,570.84	\$45,164.12	\$46,519.04	\$47,914.60	\$49,112.47	\$50,340.29
43	\$42,365.54	\$43,636.51	\$46,293.21	\$47,682.00	\$49,112.47	\$50,340.29	\$51,598.79
44	\$43,424.01	\$44,726.73	\$47,450.56	\$48,874.09	\$50,340.30	\$51,598.81	\$52,888.79
45	\$44,509.14	\$45,844.42	\$48,636.81	\$50,095.92	\$51,598.80	\$52,888.78	\$54,210.98
46	\$45,622.29	\$46,990.96	\$49,852.73	\$51,348.32	\$52,888.77	\$54,210.98	\$55,566.27
47	\$46,763.48	\$48,166.39	\$51,099.06	\$52,632.03	\$54,210.99	\$55,566.27	\$56,955.42
48	\$47,931.31	\$49,369.25	\$52,376.55	\$53,947.84	\$55,566.28	\$56,955.43	\$58,379.31
49	\$49,129.97	\$50,603.87	\$53,685.94	\$55,296.53	\$56,955.41	\$58,379.30	\$59,838.79
50	\$50,358.07	\$51,868.81	\$55,028.10	\$56,678.94	\$58,379.30	\$59,838.78	\$61,334.75

## ADDENDUM B

MPEA Salary Schedule (Continued)  
 3.50% increase  
 Effective 7/1/2018

Salary Range	Entry Level 7/1/17	Step 1 3% Increase after 6 mos in position	Step 2 6% Increase after 18 mos in position	Step 3 3% Increase after 3 years in position	Step 4 3% Increase after 5 years in position	Step 5 2.5% Increase after 8 years in position	Step 6 2.5% Increase after 10 years in position
51	\$51,617.03	\$53,165.53	\$56,403.81	\$58,095.92	\$59,838.80	\$61,334.77	\$62,868.14
52	\$52,908.23	\$54,495.48	\$57,813.89	\$59,548.31	\$61,334.76	\$62,868.13	\$64,439.83
53	\$54,230.26	\$55,857.17	\$59,259.25	\$61,037.01	\$62,868.12	\$64,439.83	\$66,050.83
54	\$55,585.95	\$57,253.53	\$60,740.72	\$62,562.93	\$64,439.83	\$66,050.81	\$67,702.08
55	\$56,976.68	\$58,685.98	\$62,259.24	\$64,127.01	\$66,050.83	\$67,702.10	\$69,394.65
56	\$58,401.07	\$60,153.10	\$63,815.71	\$65,730.18	\$67,702.09	\$69,394.64	\$71,129.51
57	\$59,860.51	\$61,656.32	\$65,411.10	\$67,373.45	\$69,394.65	\$71,129.52	\$72,907.76
58	\$61,356.38	\$63,197.07	\$67,046.39	\$69,057.79	\$71,129.52	\$72,907.75	\$74,730.45
59	\$62,891.52	\$64,778.27	\$68,722.52	\$70,784.21	\$72,907.74	\$74,730.43	\$76,598.68
60	\$64,463.12	\$66,397.00	\$70,440.60	\$72,553.81	\$74,730.43	\$76,598.68	\$78,513.65
61	\$66,075.35	\$68,057.61	\$72,201.63	\$74,367.67	\$76,598.70	\$78,513.68	\$80,476.52
62	\$67,726.84	\$69,758.65	\$74,006.66	\$76,226.86	\$78,513.66	\$80,476.50	\$82,488.41
63	\$69,420.40	\$71,503.02	\$75,856.84	\$78,132.54	\$80,476.51	\$82,488.43	\$84,550.64
64	\$71,154.61	\$73,289.24	\$77,753.25	\$80,085.85	\$82,488.42	\$84,550.65	\$86,664.41
65	\$72,933.67	\$75,121.69	\$79,697.08	\$82,088.00	\$84,550.64	\$86,664.41	\$88,831.02
66	\$74,757.63	\$77,000.35	\$81,689.52	\$84,140.20	\$86,664.41	\$88,831.02	\$91,051.79
67	\$76,626.42	\$78,925.22	\$83,731.74	\$86,243.69	\$88,831.00	\$91,051.79	\$93,328.07
68	\$78,541.49	\$80,897.73	\$85,825.05	\$88,399.79	\$91,051.78	\$93,328.07	\$95,661.29
69	\$80,505.63	\$82,920.80	\$87,970.66	\$90,609.78	\$93,328.07	\$95,661.27	\$98,052.80
70	\$82,518.82	\$84,994.39	\$90,169.95	\$92,875.04	\$95,661.30	\$98,052.83	\$100,504.15
71	\$84,581.09	\$87,118.54	\$92,424.18	\$95,196.91	\$98,052.82	\$100,504.14	\$103,016.74
72	\$86,695.24	\$89,296.09	\$94,734.78	\$97,576.82	\$100,504.13	\$103,016.73	\$105,592.14
73	\$88,862.66	\$91,528.54	\$97,103.16	\$100,016.26	\$103,016.74	\$105,592.16	\$108,231.97
74	\$91,084.75	\$93,817.29	\$99,530.73	\$102,516.65	\$105,592.15	\$108,231.94	\$110,937.75
75	\$93,361.53	\$96,162.37	\$102,019.02	\$105,079.59	\$108,231.97	\$110,937.77	\$113,711.22
76	\$95,695.77	\$98,566.64	\$104,569.47	\$107,706.55	\$110,937.76	\$113,711.19	\$116,553.97
77	\$98,088.89	\$101,031.57	\$107,183.72	\$110,399.23	\$113,711.21	\$116,553.99	\$119,467.84
78	\$100,540.90	\$103,557.13	\$109,863.31	\$113,159.21	\$116,553.98	\$119,467.84	\$122,454.53
79	\$103,054.61	\$106,146.23	\$112,609.89	\$115,988.18	\$119,467.83	\$122,454.52	\$125,515.89
80	\$105,630.00	\$108,798.90	\$115,425.13	\$118,887.88	\$122,454.52	\$125,515.88	\$128,653.78

ADDENDUM C



P.O. Box: 5021, 59403-5021

**LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF GREAT FALLS  
AND THE MONTANA PUBLIC EMPLOYEES' ASSOCIATION**

It is hereby agreed to by the City of Great Falls (City) and the Montana Public Employees' Association (MPEA), that the following guidelines for On Call status will be in effect for the Animal Control Officers assigned to the Great Falls Police Department through the end of the current agreement that expires June 30, 2013:

Employees formally placed on "on call" status shall be compensated on the basis of two (2) hours straight time pay for eight (8) hours of "on call" or four (4) hours straight time pay for sixteen (16) hours of "on call" or fraction thereof. Employees called out while on their "on call" status will be paid a minimum of 2 hours at a rate of 1 1/2 times the regular rate of pay in addition to their on-call pay, not to include phone calls. Phone calls not requiring a response will be paid at a minimum of 15 minutes at 1 1/2 times the regular rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds 15 minutes, the employee will be paid for the actual time worked at 1 1/2 the regular rate of pay. Full-time employees who are called out for work, that has not been scheduled, shall be paid for a minimum of 2 hours at a rate of 1 1/2 times the regular rate of pay. Each hour after 2 hours shall be paid at the overtime rate of 1 1/2 times the regular rate of pay.

AGREED to and DATED this 7<sup>th</sup> day of June, 2012.

FOR THE CITY OF GREAT FALLS:

Greg Doyon, City Manager

FOR MPEA:

Raymond Berg, MPEA Field Representative

Quinton Nyman, MPEA Executive Director



P.O. Box 5021, 59403-5021

**LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF GREAT FALLS  
AND THE MONTANA PUBLIC EMPLOYEES' ASSOCIATION**

It is hereby agreed to by the City of Great Falls (City) and the Montana Public Employees' Association (MPEA), that Article I, Recognition, of the current collective bargaining agreement between the City and MPEA will be amended to include Animal Control Officers assigned to the Police Department.

AGREED to and DATED this 7<sup>th</sup> day of June, 2012.

FOR THE CITY OF GREAT FALLS:

A black rectangular redaction box covering the signature of Greg Doyon.

Greg Doyon, City Manager

FOR MPEA:

A black rectangular redaction box covering the signature of Raymond Berg.

Raymond Berg, MPEA Field Representative

A black rectangular redaction box covering the signature of Quinton Nyman.

Quinton Nyman, MPEA Executive Director



LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF GREAT FALLS

AND

THE MONTANA PUBLIC EMPLOYEES' ASSOCIATION (MPEA)

The City of Great Falls is eligible for participation in the State of Montana VEBA Health Benefit Plan and Trust ("the Plan") by acceptance of a completed Employer Adoption Agreement by the State of Montana Department of Administration.

The City and MPEA both acknowledge the execution of this letter of understanding requires that all employees separating from service in the **PERS Retirement Eligible Permanent Employees Housing Authority VEBA Group** during the term of this agreement shall be required to contribute the value of their unused sick leave and vacation leave to the Plan as designated below.

Such contributions shall be applied uniformly to all eligible employees and such contributions shall be made on behalf of all eligible employees based on the following selected funding formulas:

- Cash-out value (25%) of all unused sick leave hours for employees eligible for such contributions at their separation from service.
- Cash-out value (100%) of all unused vacation leave hours for employees eligible for such contributions at their separation from service.

The term of this agreement shall be from September 1, 2009 to August 31, 2010.

Dated this 31<sup>st</sup> day of August, 2009.

Signed for the City of Great Falls:

  
\_\_\_\_\_

Signed for the MPEA:

  
\_\_\_\_\_

Raymond Berg

**LETTER OF AGREEMENT**  
Between  
**The City of Great Falls**  
&  
**The Montana Public Employees Association**

This Letter Of Agreement, entered into by the City of Great Falls, herein referred to as the City, and the Montana Public Employees Association, herein referred to as the Union, is a non-precedent setting agreement between the City and Union.


Melanie Lattin is a full-time employee with the City, and covered under the collective bargaining agreement between the City and Union. Ms. Lattin is eligible to receive health insurance premium contributions as detailed in Article 28 of the current collective bargaining agreement.


Ms. Lattin, and the City, have reached mutual agreement on Ms. Lattin's employment hours. The City has agreed to allow Ms. Lattin to work part-time (20 hours) beginning in April of 2006. This agreement would normally terminate Ms. Lattin's health insurance premium contribution from the City. The City and Union agree to the following provisions:


1. In April of 2006, Ms. Lattin shall continue to receive the health insurance premium contribution from the City pursuant to Article 28 of the current collective bargaining agreement.
2. The agreement is in full-force and effect while Ms. Lattin is in her current position with the City.
3. All other provisions of eligibility to receive health insurance contributions remain in full-force and effect. The only waiver covered in this agreement is the hours worked by Ms. Lattin (full-time to part-time, 20 hours).


The City and Union agree that the provisions of this Letter Of Agreement are not precedent binding on either the City or Union, and only apply to Ms. Lattin's current position with the City.

This agreement entered into this 25<sup>th</sup> day of July, 2005

  
Thomas Schneider, Executive Director

  
John Lawton, City Manager

  
Melanie Lattin, Employee

  
Linda Williams, Human Res. Manager



**Item:** Resolution 10226, titled, "A Resolution to Amend Resolution 10197 Extending the Effective Period Thereof."

**From:** Planning and Community Development

**Initiated By:** Planning and Community Development

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

**Action Requested:** Adopt or deny Resolution 10226

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**Suggested Motion:**

1. Commissioner moves:

" I move the City Commission (adopt/deny) Resolution 10226."

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

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**Staff Recommendation:**

Adopt Resolution 10226.

**Background:**

The City Commission adopted Resolution 10197 declaring the property located at 2612 1st Avenue South a nuisance, pursuant to OCCGF Title 8, Chapter 49, on July 5, 2017. Resolution 10197 ordered the nuisance abated and authorized staff to force abatement if necessary. Due to inclement weather and a delay in awarding the abatement contracts, additional time is necessary to complete the abatement.

Staff is requesting an additional seven (7) months to complete the ordered abatement of the property. By adopting the resolution under consideration, the effective date of Resolution 10197 will be extended to July 2, 2018. All other provisions of Resolution 10197 remain the same. A copy of Resolution 10197 is attached to this report for reference.

**Fiscal Impact:**

The total cost of the abatement and clean-up is expected to be less than \$10,000. The cost of abatement will be recouped through an assessment on the subject property.

ATTACHMENTS:

- Resolution 10226
- Resolution 10197

**RESOLUTION 10226**

**A RESOLUTION TO AMEND RESOLUTION 10197  
EXTENDING THE EFFECTIVE PERIOD THEREOF.**

**WHEREAS**, the City Commission adopted Resolution 10197 on July 5, 2017;  
and

**WHEREAS**, Resolution 10197 declared certain property located at, 2612 1<sup>st</sup>  
Avenue South, Lot 4 Block 13, Section 8, Township 20 North, Range 4 East Montana,  
Black Eagle Falls Addition, Cascade County, Montana, a nuisance, ordered the nuisance  
abated, and authorized staff to force abatement if necessary; and

**WHEREAS**, said forceable abatement process continues; and

**WHEREAS**, inclement weather and delays in contract negotiations have forced the  
effective period of Resolution 10197 to be extended to allow completion of the abatement.

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

1. The effective period of Resolution 10197, as provided in paragraph four thereof,  
is hereby extended to July 2, 2018; and
2. All other provisions of Resolution 10197 remain unchanged and in effect.

**BE IT FURTHER RESOLVED BY SAID CITY COMMISSION** that this  
Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls,  
Montana, on January 2, 2018.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)



APPROVED FOR LEGAL CONTENT:

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Joseph P. Cik, Assistant City Attorney

**RESOLUTION 10197**

**A RESOLUTION DECLARING CERTAIN PROPERTY LOCATED AT, 2612 1<sup>ST</sup> AVENUE SOUTH, LOT 4 BLOCK 13, SECTION 8, TOWNSHIP 20 NORTH, RANGE 4 EAST, BLACK EAGLE FALLS ADDITION, CASCADE COUNTY, MONTANA, A NUISANCE, ORDER THE NUISANCE BE ABATED AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY.**

**WHEREAS**, Michael M. Witsoe, (hereinafter "property owner"), owner of the real property and structures located at, 2612 1<sup>st</sup> Avenue South, Lot 4 Block 13, Section 8, Township 20 North, Range 4 East, Black Eagle Falls Addition, Cascade County, Montana, and within the incorporated boundaries of the City of Great Falls, was given notice pursuant to the Official Code of the City of Great Falls (OOCGF) Section 8.49.040, of a hearing before the City Commission on July 5, 2017, wherein said property owner was informed the City Commission would proceed to hear the testimony of City personnel and the testimony of any other interested party, who may be present, and desire to testify respecting the condition of the property; and

**WHEREAS**, said property owner was informed that the City Commission upon the conclusion of the hearing, would by resolution, declare its findings, and may declare the property to be a nuisance, and direct the owner to obtain the proper permits and physically commence abatement of the nuisance within ten (10) days, and to complete said abatement within thirty (30) days, by having the property repaired, demolished, removed or other appropriate act necessary to cure the nuisance; and

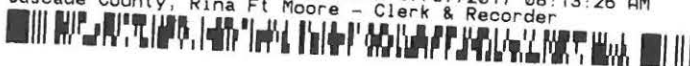
**WHEREAS**, said property owner was informed that failure to abate the nuisance would result in the property being the subject of repair, demolition, removal, or other appropriate act, as the case may be, by the City and the expenses thereof shall remain a lien on the property; and

**WHEREAS**, the City Commission has conducted the hearing on July 5, 2017, regarding the property pursuant to OCCGF Section 8.49.050, hearing the testimony of the City personnel and the testimony of any other interested party, who was present, and desired to testify respecting the condition of the property, the estimated cost of repair, demolition, removal or other appropriate action.

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

**R0341954 GRS**


Total Pages: 2 R 14.00 By: bhanson 07/07/2017 08:13:26 AM  
Cascade County, Rina Ft Moore - Clerk & Recorder




1. Staff and other interested parties having presented evidence of the condition of the subject property, and having described the condition of the subject property, the City Commission does hereby find the same to be a nuisance pursuant to OCCGF Section 8.49.040, and hereby directs the owner to commence abatement within ten (10) days of the date of this resolution to the satisfaction of the Great Falls Planning and Community Development Director, pursuant to OCCGF Section 8.49.050.
2. It is further ordered that, abatement, to the satisfaction of the Great Falls Planning and Community Development Director, be completed within thirty (30) days of the date of this resolution, pursuant to OCCGF Section 8.49.050.
3. It is further ordered that, if the owner fails to abate said nuisance as ordered and within the time allowed, the City Staff is directed to take any and all steps necessary to abate the nuisance with all expenses to attach as a lien against the property.
4. This Resolution shall be in effect for a six (6) month period from the date below.
5. City staff shall serve the said property owner with a copy of this resolution by certified mail, postage prepaid, and return receipt requested, as required by Section 8.49.050, OCCGF.

**BE IT FURTHER RESOLVED BY SAID CITY COMMISSION** that this Resolution shall become effective immediately upon its passage and approval.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, on July 5, 2017.


  
\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

  
\_\_\_\_\_  
Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

  
\_\_\_\_\_  
Sara R. Sexe, City Attorney





**Item:** Appointment, Mayor Pro-Tempore

**From:** Lisa Kunz, City Clerk

**Initiated By:** Charter of the City of Great Falls

**Presented By:** City Commission

**Action Requested:** Appoint one member of the City Commission to serve as Mayor Pro-Tempore, effective immediately, for a two-year term or until the City Commission has held an election.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission appoint \_\_\_\_\_ to serve as Mayor Pro-Tempore, effective immediately, for a two-year term or until the City Commission has held an election."

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

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**Background:**

Article III, Section 3, of the City Charter sets forth that "The Mayor Pro-Tempore shall serve in the absence of the elected mayor. The City Commissioners shall elect from among themselves a Mayor Pro-Tempore no later than one month after taking office. The Mayor-Pro Tempore shall serve a term of two years, or until the City Commission has held an election. Any vacancy in this office shall be filled by a special election among the remaining City Commissioners. Any person elected to fill such a vacancy shall serve the remaining portion of the term in which the vacancy occurred.

Current City Commissioners are:

Bill Bronson  
Owen Robinson  
Tracy Houck  
Mary Sheehy Moe