



**City Commission Agenda  
Civic Center, 2 Park Drive South, Great Falls, MT  
Commission Chambers Room 206  
July 17, 2018**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE/ EX PARTE COMMUNICATIONS**

**PETITIONS AND COMMUNICATIONS**

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

1. Miscellaneous reports and announcements.

**NEIGHBORHOOD COUNCILS**

2. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

3. Appointment, Housing Authority Board of Commissioners.
4. Appointment, Library Board.
5. Miscellaneous reports and announcements from Boards and Commissions.

**CITY MANAGER**

6. Miscellaneous reports and announcements from the City Manager.

**CONSENT AGENDA**

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

7. Minutes, July 3, 2018, Commission Meeting.
8. Total Expenditures of \$6,366,330 for the period of June 15, 2018 through July 5, 2018, to include claims over \$5,000, in the amount of \$6,012,065.
9. Contracts List.
10. Approve the School Resource Officer Services Agreement with Great Falls Public School District for the 2018/2019 school year.
11. Approve a Professional Services Agreement with Benefis Hospitals, Inc. to provide Annual Firefighter Medical Physicals/Wellness Exams in an amount up to

\$79,487.85 annually.

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

## **PUBLIC HEARINGS**

12. 2018/2019 Business Improvement District Budget and Work Plan.

*Action: Conduct public hearing and accept or reject Budget and Work Plan. (Presented: Joan Redeen, Community Director)*

13. 2018/2019 Tourism Business Improvement District Budget and Work Plan.

*Action: Conduct public hearing and accept or reject Budget and Work Plan. (Presented by: Rebecca Engum, Great Falls Tourism Director)*

14. Resolution 10239 Intent to Increase Property Tax.

*Action: Conduct public hearing and adopt or deny Res. 10239. (Presented by Melissa Kinzler)*

15. Resolution 10240 Annual Budget Resolution.

*Action: Conduct public hearing and adopt or deny Res. 10240. (Presented by Melissa Kinzler)*

## **OLD BUSINESS**

## **NEW BUSINESS**

16. Labor Agreement between City of Great Falls and the International Brotherhood of Electrical Workers (IBEW) Local Union #233.

*Action: Approve or deny the labor agreement. (Presented by Gaye McInerney)*

## **ORDINANCES/RESOLUTIONS**

## **CITY COMMISSION**

17. Miscellaneous reports and announcements from the City Commission.

18. 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. If a video recording is available it will be posted on the City's website at <https://greatfallsmt.net> after the meeting. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.*



**Item:** Appointment to the Housing Authority Board of Commissioners.

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint one member to a five-year term through June 30, 2023 to the Great Falls Housing Authority Board of Commissioners.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission appoint \_\_\_\_\_ for a five-year term through June 30, 2023 to the Great Falls Housing Authority Board of Commissioners.”

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

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**Staff Recommendation:**

It is recommended that the City Commission appoint David Fink to a five-year term through June 30, 2023.

**Summary:**

Michael McCleary was appointed to the Board in 2008; he has served two five-year terms thus he is not eligible for reappointment.

Advertisement was done through the local media and also posted on the City's Website. One application was received for the position from David Fink. The Housing Authority Board of Commissioners reviewed the application and made a recommendation.

Purpose

The Great Falls Housing Authority Board consists of seven commissioners appointed by the City Commission. Two commissioners must be residents of the Housing Authority properties. The Board is an independent authority responsible for setting policy for the operation and management of public housing properties, HUD Section 8 program and other affordable housing programs. The Board also serves as the loan committee for the City's Housing Rehabilitation Program. The Board is also

responsible for providing safe, decent, sanitary, and affordable housing for the community's low-income residents.

Tenant terms are two years and regular members are five years. The maximum uninterrupted length of service for tenant members shall be five consecutive terms; regular members are eligible to serve two consecutive terms.

Continuing members of the board are:

Joe Boyle  
Ryan Hart  
Timothy McKittrick  
Jim Weber  
Ashley Gates  
Terri Sullivan

Citizen interested in serving as a non tenant member:

David Fink

**Concurrences:**

At its June 21, 2018 meeting, the Great Falls Housing Authority Board of Commissioners recommended the appointment David Fink to fill the vacancy for a five-year term.

ATTACHMENTS:

- Application David Fink
- Recommendation from Housing Board



**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: Housing Authority		Date of Application: 5/22/18
Name: David Fink		
Home Address: 4116 7 <sup>th</sup> Ave North Great falls, MT 59404		Email address: David.fink@USBank.com
Home Phone: 406-899-4871	Work Phone: 406-454-5002	Cell Phone: 406-454-5002
Occupation: District Manager - banking		Employer: US Bank
Would your work schedule conflict with meeting dates? <b>Yes x</b> No <input type="checkbox"/> (If yes, please explain) Only if I was traveling for work, I cover Eastern Montana and have to travel occasionally.		
Related experiences or background: Served on the CDCBG board, over 15 years in the banking and financial industry.		
Educational Background: Graduated GFHS, BA in Accounting/ minor Business Admin - University of Providence		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: Served on the CDCBG board for 4 years, on the board for Rural Dynamics as treasurer (formerly consumer credit counseling), on the board of RDI consumer lending as a board member and on the loan committee approving loans submitted. Active with the Chamber of Commerce, leadership Great Falls graduate.		
Previous and current public experience (elective or appointive): City of Great Falls CDCBG - appointed		

<p>Membership in other community organizations:  RDI  RDI Community lending</p>	
<p>Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> If yes, where and when?</p>	
<p>Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> If yes, who, which department, and relationship?</p>	
<p>Have you ever served on a City or County board? <b>Yes</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, what board and when did you serve?  CDCBG for approx. 4 years 2011 - 2015</p>	
<p>Are you currently serving on a Board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, which board?  RDI Community lending Board.</p>	
<p>Please describe your interest in serving on this board/commission?  Interest in the board is to continue to serve and help the City of Great Falls. Being a life long resident have a vested interest in seeing the city grow and prosper. It is an opportunity to give back to the city and the people living here as well as representing my employer in the community.</p>	
<p>Please describe your experience and/or background which you believe qualifies you for service on this board/commission? Banking experience. I bring a background in consumer and business lending as well as experience with fiancé. Being a long term resident of Great Falls I have a desire and passion to see Great Falls be a great place to live for all residents.</p>	
<p>Additional comments:</p>	
<p>Signature Dave Fink</p>	<p>Date: 5/22/18.</p>

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



1500 Chowen Springs Loop  
Great Falls, MT 59405-2564  
Office: 406-453-4311  
Fax: 406-727-5566  
TDD: 406-453-6327  
e-mail: [gfa@gfhousing.org](mailto:gfa@gfhousing.org)  
Website: [www.gfhousing.org](http://www.gfhousing.org)

June 21, 2018

To: Honorable Mayor and City Commission

From: Jim Weber, Chairman

Great Falls Housing Authority Board of Commissioners

Re: GFHA Board Appointment Recommendation

At its June 21st, 2018 meeting, the Great Falls Housing Authority Board of Commissioners reviewed one application for an open position on the Board of Commissioners. The position is being vacated by Commissioner Micheal McCleary.

The GFHA Board of Commissioners would like to recommend to the City Commission that **David Fink** be appointed to replace Commissioner Michael McCleary.

Mr. Fink is a District Manager in Banking and has over 15 years of experience. The Commissioners felt that the continued financial perspective Mr. Fink could offer would be very beneficial to the Great Falls Housing Authority.

Vice Chairperson Boyle made a motion to recommend the appointment of David Fink to the GFHA Board of Commissioners for the vacant position. Commissioner McCleary seconded the motion with unanimous voice approval.





**Item:** Appointment, Library Board.

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint one member to the Library Board.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission appoint \_\_\_\_\_ to the Library Board for a five-year term through June 30, 2023.”

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

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**Staff Recommendation:**

It is recommended that the City Commission appoint Anne Bulger to the Library Board for a five-year term through June 30, 2023.

**Summary:**

MaryEllen Kropp was appointed to the Library Board in 2013 with a term expiring on June 30, 2018. Ms. Kropp is not interested in a second term. Advertising for the opening was done through the local media and also on the City’s website. Three applications were received.

Purpose

The Library Board is comprised of five members who are appointed by the City Commission. The Board oversees the Library policies and operations including book policies and service to the City, County, and Pathfinder Federation of Libraries.

Members serve for five-year terms, but no more than two full terms in succession, exclusive of time served on any unexpired term.

Continuing members of this board are:

Dea Nowell



Mitch Tropila  
Samantha DeForest  
Whitney Olson

Citizens interested in serving on the board are:

Kelly Quick  
Kathy Dunn  
Anne Bulger

**Alternatives:**

The Commission could appoint one of the other applicants or direct staff to continue to advertise for other interested applicants.

**Concurrences:**

The Library Board submitted a letter recommending that Anne Bulger be appointed to the Board.

ATTACHMENTS:

- ▢ Recommendation from Library Board
- ▢ Application - Quick
- ▢ Application - Dunn
- ▢ Application - Bulger



June 26, 2018

Great Falls Mayor,  
Bob Kelly  
Great Falls City Commissioners,  
Bill Bronson  
Tracy Houck  
Mary Sheehy Moe  
Owen Robinson

Dear Mayor and Commissioners,

We would like to recommend that Anne Bulger be appointed to serve on the Library Board for a five-year term through June 30, 2023.

Sincerely,

[Redacted Signature]

Great Falls Public Library Board:  
Dea Nowell, Chair


Mitch Tropila, Vice-Chair  
MaryEllen Kropp  
Whitney Olson



**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>Library Board</b>		Date of Application: <i>(date letter submitted)</i> <b>4-17-18</b>	
Name: <b>Kelly Quick</b>			
Home Address: <b>723 4<sup>th</sup> Ave SW GF, 59404</b>		Email address: <b>drquick34@gmail.com</b>	
Home Phone: <b>X</b>	Work Phone: <b>791-5368</b>	Cell Phone: <b>403-1728</b>	
Occupation: <b>Associate Professor of Exercise Science</b>		Employer: <b>University of Providence</b>	
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: <b>Significant background in meetings, strategic planning, public speaking. See application letter for details.</b>			
Educational Background: <b>BA - Philosophy - Univ. of Minnesota - Morris MS - Kinesiology - Lamar University Ed.D - Exercise Physiology - Univ. of Northern Colorado</b>			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities: <b>University committee work (3 currently); Kiwanis Book Nook reading at West Elementary; volunteer reading tutor in Sheboygan, WI; Habitat for Humanity; various church leadership positions; co-leader 2017 March for Science</b>			
Previous and current public experience (elective or appointive): <b>Presenter at multiple professional conferences in Exercise Science.</b>			
Membership in other community organizations: <b>Montana Human Rights Commission</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 type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? <i>See application letter for details!</i>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <i>See application letter for details.</i>	
Additional comments:	
Signature 	Date: <i>4-19-18</i>

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Great Falls, MT 59403

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net

Dear Ms. Mora,

April 17, 2018

My name is Kelly Quick, and I am writing this document as my letter of application for the position of advisory board member at the Great Falls Public Library. Like many applicants, I too am a lifelong lover of reading. In addition to that, I believe my professional experiences also qualify me to support the library's mission to the community. I find the guiding principles of the Great Falls Public Library closely mirror my professional and personal principles.

I have worked in higher education since 2000 as a professor of exercise science. I have been teaching at the University of Providence since 2015. I have engaged in various duties and made classroom connections that I believe will greatly assist in my appropriateness in the execution of this board's duties.

As a faculty member, I have always had a role in shared governance and strategic planning. Faculty and administration work together and cooperatively to accomplish the overall mission of the university. The role of advisory board and library director concretely mirrors this relationship; thus, I appreciate and respect the unique responsibilities of each party as well as possess the ability to work together for the benefit of those who utilize our services. As an academic, I truly support the value of intellectual freedom and the holistic development of the person. Libraries, historically and currently, are still a vital resource in aiding all community members; they are not limited in this role simply by providing books. The library in Great Falls is also a gathering space (movies and storytimes) as well as a resource (tax help and community speakers). Being able to assist the library in the maintenance of successful community outreach and planning for future needs is part of shared governance and strategic planning.

My time in higher education also means I am deeply conversed in the topic of committee meetings. I have had various roles (member, secretary, treasurer, and chair) in academic committees too numerous to bore you with the details. Suffice to say I know how to carry myself in a meeting, adhere to the agenda, and facilitate productive discussions.

Not only do I possess experience in general university strategic planning, but I have extensive expertise in curriculum development, a skill I think is very transferable to the role of a board member. I have needed to be aware of and understand the trends in exercise science and create appropriate curricular adaptations to train students to meet future needs. It is vital for the viability of a public library to be able to anticipate and adjust to the quickly changing needs of the Great Falls community.

In terms of publicly supporting the purpose, vision, and goals of the library, I have skills and enjoyment in public speaking. I successfully teach to undergraduate students daily, but I also engage in public speaking in the occasional opportunity to give a sermon at my church and present at regional and national conferences. I know many people do not desire to speak in front of others, but I find it enjoyable and natural.

My personal life is also a reflection of my commitment to literacy. For years, both here and at my previous residence in Wisconsin, I engaged with elementary students in reading programs. I understand from teaching that there is often a significant difference in academic performance and civic engagement between students who are habitual readers and those who are not. We

currently live in a time when critical thinking and information evaluation are less valued and utilized than in the past. I hope the public library will be at the head of the charge to promote these skills in our residents in an exciting, adaptable way.

I apologize for submitting this application at the deadline, but the position has only recently come to my attention. It is my plan to call Great Falls my home for many years to come, and as a proud resident I cannot think of a better way to serve my community than as a member of the library board.

Sincerely,

A black rectangular redaction box covers the signature of Kelly Quick. A handwritten signature in blue ink is visible above the redaction.

Kelly Quick, Ed.D.

723 4<sup>th</sup> Ave SW  
Great Falls, MT 59404  
406-403-1728  
drquick34@gmail.com



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

Page 1 of 3  
**RECEIVED**

APR 18 2018

*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: <b>GREAT FALLS PUBLIC LIBRARY BOARD</b>		Date of Application: <b>4-17-18</b>
Name: <b>Kathy DUNN</b>		
Home Address: <b>3814 Poker Flats Road Great Falls, MT 59405-1144</b>		Email address: <b>kathydunn@att.net</b>
Home Phone: <b>406-452-6191</b>	Work Phone: <b>NA</b>	Cell Phone: <b>406-781-8606</b>
Occupation: <b>Retired teacher, but I still substitute teach K-12</b>	Employer: <b>GFPS and Holy Spirit School</b>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) <b>It shouldn't.</b>		
Related experiences or background: <b>Mom of 3, grandmother of 9. Taught K, 1, 2, 4, 5, 6, 7, 8. Was a junior high counselor, Special Education Family Counselor, Literacy Teacher. I taught in MN, NB, TX, KS, Azores Portugal and MT</b>		
Educational Background: <b>Bachelor of Science - Elementary Education - College of St Teresa, Master of Arts in Counseling, Pepperdine University. University of Washington - Neuroscience studies Montana State - Bioscience studies</b>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <b>PLEASE SEE separate sheet.</b>		
Previous and current public experience (elective or appointive):		
Membership in other community organizations:		

Kathy Dunn GF Public Library Board Application 4/17/2018

**Previous and current service activities:** I have been a 4-H Leader in Cascade County for 39 years. I have been involved in the Girls in Glacier Hiking Group for 5+ years. I have served at Cascade 4-H Leaders' Council President, Secretary. I am currently Treasurer of the Cascade 4-H Foundation. I have been a Montana Destination Imagination Board Member for at least five years. I am the Montana Association of Gifted and Talented Education (Montana AGATE) Outreach Chairperson. I present workshops on Bioscience, Mathematics, Neuroscience, and Reading at MEA/MFT Teacher's Conference each October.

**Previous and current public experience (elective or appointive):** I have worked for the Montana State Fair since 1990 as the 4-H Superintendent. I have not held an elected position.

**Membership in other community organizations:** I belong to Holy Spirit Parish. I am a member of the Girls in Glacier Hiking Group. I also am active in the 4-H Program in Cascade County.

**Have you ever worked for or are you currently working for the City of Great Falls? Yes  No  If yes, where and when?** I worked for the City of Great Falls during the years in the 1990s when the Montana State Fair was under the guidance of the City of Great Falls rather than Cascade County.

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

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


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

**Please describe your interest in serving on this board/commission?** I am a certified literacy teacher K-12. I remember reading 100+ books each year in my one-room country school in grades 5, 6, and 7 a year or two ago. I would love to offer challenges to students to read, read, and read some more. I would love to encourage youth to write as well as read.

**Please describe your experience and/or background which you believe qualifies you for service on this board/commission?** I was editor of my college newspaper for two years. I worked on my high school newspaper also although not at the editor level. I love to read. I would love for the Great Falls Public Library to get the whole Lucy Hawking and Stephen Hawking set of books on "George's Magic Key to the Universe" I would also like the library to include international stories of the plight of children around the world such as the "Breadwinner Series".

**Additional comments:** I will caution you, my favorite questions start with "What if...?" Or "Please explain so I understand."



Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input 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 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 type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission?	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission?	
Additional comments:	
Signature 	Date: 4-17-18

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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Email:  
 kartis@greatfallsmt.net



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

RECEIVED

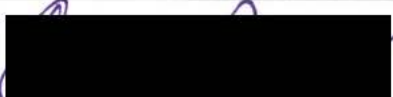
APR 19 2018

sent to KM  
4/19 DE

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

CITY MANAGER

Board/Commission Applying For: <i>Library Commission</i>		Date of Application: <i>April 13, 2018</i>	
Name: <i>Anne H. Bulger</i>			
Home Address: <i>1815 4th Avenue North</i>		Email address: <i>anne.h.bulger@gmail.com</i>	
Home Phone: <i>452-8778</i>	Work Phone: <i>268-6147</i>	Cell Phone: <i>799-2706</i>	
Occupation: <i>German teacher</i>		Employer: <i>Great Falls Public Schools</i>	
Would your work schedule conflict with meeting dates? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, please explain) <i>If meetings are during the day, before 4.</i>			
Related experiences or background:			
Educational Background: <i>University of Montana / German / History BA MSU Northern Education in Science Masters</i>			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: <i>CMR Tennis coach German Club advisor Heisey Board Member</i>			
Previous and current public experience (elective or appointive):			
Membership in other community organizations:			

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? I have had a deep love of reading since I was a small child. I also think our library is an invaluable resource for the community. Those that work there do a great job of community outreach.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I've been a teacher for 20 years and have worked with a myriad of groups, students + parents alike. I have utilized most of the facilities at the library and believe in its mission.	
Additional comments: My tenure as Coach and instructor is winding down. I want to stay involved in the community and this seems a great option.	
Signature 	Date: 4/13/18

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Email:  
kartis@greatfallsmt.net



**Item:** Minutes, July 3, 2018, Commission Meeting

**From:** City Clerk's Office

**Presented By:** City Commission

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ATTACHMENTS:

- ▢ July 3, 2018 - - Draft Commission Meeting Minutes

**JOURNAL OF COMMISSION PROCEEDINGS**

**July 3, 2018**

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

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

City Commission members present: Bob Kelly, Bill Bronson, Mary Sheehy Moe, Owen Robinson and Tracy Houck. 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; City Attorney Sara Sexe; and, Police Chief Dave Bowen.

**AGENDA APPROVAL**

City Manager Greg Doyon requested that a proclamation be added for Park and Recreation Month, and he noted that staff is requesting that the Commission remove Item 8 from the Consent Agenda and make a motion to postpone that item until August 7, 2018. No changes were proposed by the City Commission. The agenda was approved.

**CONFLICT DISCLOSURE/ EX PARTE COMMUNICATIONS**

Commissioner Bronson noted that he will not be participating in discussion or vote of Item 25. He also disclosed that, long before the proposed annexation and rezoning pertaining to Item 26, he was approached by some people as a commissioner and he helped facilitate their conversation with City staff. He will be participating in Item 26.

Commissioner Bronson read a proclamation for Park and Recreation Month.

**PETITIONS AND COMMUNICATIONS**

1. **Miscellaneous reports and announcements.**

**John Hubbard**, 615 7th Avenue South, spoke in opposition to the School Superintendent and City Manager salaries.

**NEIGHBORHOOD COUNCILS**

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

None.

## **BOARDS AND COMMISSIONS**

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

None.

## **CITY MANAGER**

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

City Manager Greg Doyon reported that some energy efficiency recommendations of McKinstry consulting firm were discussed during the budget presentation. Also, the City's contract with Jim Morin, Earth Energy Advisors, is complete and reported that Mr. Morin is happy with the City's contracts for gas and electric. Electric consultant Bill Pascoe advised that there may be additional power available from the Western Area Power Administration (WAPA) that may be a benefit to the City that he is exploring.

Manager Doyon expressed appreciation to City staff and the community that came together to help mitigate flooding last week. A staff review meeting was held today pertaining to that event and emergency management that he will be following up with the County about. Fire Chief Steve Hester is preparing an after-action report that will be passed along to the Commission.

Manager Doyon encouraged residents to apply for the City 101 course to learn more about local government.

## **CONSENT AGENDA**

5. Minutes, June 19, 2018, Commission Meeting.
6. Total Expenditures of \$1,977,192 for the period of May 31, 2018 through June 20, 2018, to include claims over \$5,000, in the amount of \$1,660,342.
7. Contracts List
8. Award a contract in the amount of \$260,520 to Ed Boland Construction Inc. for the Lift Station 9 Rehabilitation Project and authorize the City Manager to execute the construction contract documents. **OF 1722.1**
9. Reject the bid for the Animal Shelter Improvements Project from Wadsworth Builders in the amount of \$705,000. **OF 1673**

10. Recommend Staff readvertise the Encino Drive/Grande Vista 2 Street Repairs Phase I Project. **OF**  
**1679.7**
11. Set a public hearing for the 2018/2019 Business Improvement District Budget and Work Plan for July 17, 2018.
12. Set a public hearing for the 2018/2019 Tourism Business Improvement District Budget and Work Plan for July 17, 2018.
13. Set a public hearing on Resolution 10239 for July 17, 2018 for the Intent to Increase Property Tax.
14. Set a public hearing on Resolution 10240 for July 17, 2018, for the Annual Budget Resolution.
15. Set a public hearing on Resolution 10243 for August 7, 2018 to levy and assess the Street Maintenance District.
16. Set a public hearing on Resolution 10244 for August 7, 2018 to levy and assess properties within Special Improvement Lighting Districts.
17. Set a public hearing on Resolution 10245 for August 7, 2018 to levy and assess Special Improvement General Boulevard Maintenance District No. 3570.
18. Set a public hearing on Resolution 10246 for August 7, 2018 to levy and assess Special Improvement Portage Meadows Maintenance District No. 1195.
19. Set a public hearing on Resolution 10252, to Amend Building Permit Fees, for August 7, 2018.

**Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission approve the Consent Agenda as presented, with the exception of Item 8, which is to be pulled for separate consideration by the Commission.**

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

**John Hubbard**, 615 7th Avenue South, spoke in opposition to Items 13-19.

There being no one further to address the Commission, Mayor Kelly asked if there was any discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0

**Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission postpone consideration of Item 8 on the Consent Agenda until the August 7, 2018 Commission meeting.**

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

Motion carried 5-0

## **PUBLIC HEARINGS**

20. **Ordinance 3187, Amending Ordinance 2903 for the property located in Jewell Addition, Lot 4, Block 1 to allow a "Residence, Multi-family" land use within the Emerald Green PUD.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request by T&M Properties and Development LLC to amend an existing PUD zoned property to allow for the development of (3) 12 unit apartment buildings for a total of 36 units. The subject property is located on the South side of American Avenue and the BNSF rail yard and generally north of the Hickory Swing Golf Course.

In 2006 the existing Emerald Green PUD was approved by the City Commission creating a mixed use development that included 32 residential condominiums and an assisted living senior care facility in addition to an exercise facility. Since 2006, the condominiums have been constructed, but the senior care facility and the exercise facility were never constructed.

Beginning last year, the applicant of the proposed development began meeting with City staff to look into revising the PUD in order to build the apartment project. Staff and the developers have discussed development standards, traffic circulation, utility services and fire department access.

Planning and Community Development staff together with Public Works/Engineering staff find that adequate utilities exist to serve the proposed project. The developer has proposed a mounded and landscaped berm along the frontage of American Avenue to help buffer the sights and sounds from the rail yard and American Avenue. Staff feels that this is a good alternative to the constructed concrete wall in front of the condominiums to the west. The design also proposes to not construct the continuation of Emerald Drive due to cost and the desire to construct the landscaped berm. It should also be noted that this specific proposal should decrease any undue traffic circulation directly in front of the condos to the west. The site plan shows an emergency only access on the east side of the development onto a shared drive with Hickory Swing Golf Course.

The applicants of this project have met with Neighborhood Council #2 on two separate occasions as they navigated the project through the approval process. On both occasions, the council voted in favor of supporting the project. On May 8, 2018, the Zoning Commission held a public hearing and ultimately recommended approval of the proposed PUD amendment and supported the project. It should be noted that during the public hearing a number of nearby residents spoke in opposition to the apartment development, citing primarily traffic concerns but also concern



with potential chemical spill accidents at the rail yard. One in attendance spoke in favor of the project stating that the apartment project is preferable to an empty lot. During discussions with the developer, City staff conducted traffic analysis and concluded: (1) the development as proposed does not have a significantly larger traffic impact than the previously approved senior care facility would have, and (2) the increased traffic should not warrant additional traffic mitigation measures. In response to the neighborhood concern at the Zoning Commission public hearing, City staff placed traffic counters on American Avenue, collected the data which only confirmed previous findings that while there will be an increase in traffic, the increase anticipated does not trigger additional traffic mitigation measures.

Mayor Kelly declared the public hearing open.

Speaking in support of Ordinance 3187 was:

**Jolene Schalper**, Great Falls Development Authority (GFDA), 300 Central Avenue, commented that GFDA is excited to have more housing development in Great Falls. Great Falls' average wages have outpaced the national and state averages for fourteen quarters. Five hundred new apartments have been added in the past two years, and yet the vacancy rate for rentals is under 5%. The national average for the vacancy rate for rentals is around 7%.

Speaking in opposition to Ordinance 3187 were:

**Patty Jo Sheldon**, 1214 Emerald Drive, Chair of Emerald Green Homeowners Association, commented that it is upsetting that the Association did not know preparations were taking place until about 10 days prior to May 8th. The majority of Association members oppose this development due to its largeness, amount of people, and increase in traffic on American Avenue.

**Jim Dawson**, 1212 Emerald Drive, commented that he and his wife moved into their condo in November and would like the quiet neighborhood to stay the way it is. He is concerned about the extra traffic and noise that may come from this development.

Written correspondence in opposition to Ordinance 3187 was received from: Kathleen Schlingens, 1218 Emerald Drive, and Jim and Dolores Dawson, 1212 Emerald Drive.

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

Mayor Kelly requested that Director Raymond explain the public notification process.

Director Raymond explained that the developer met with the Neighborhood Council on two occasions going back to 2017. Prior to the Planning Board meeting, which is the first public hearing, a public notice is advertised in the *Tribune* at least 15 days prior to the public hearing date and notices are mailed to adjoining neighbors within 150 feet. A sign was also posted on the property that was visible from the road.

Mayor Kelly asked if the Commissioners had any questions of staff or the applicant.

Commissioner Bronson inquired if there was ever an easement obtained for public access over American Avenue.

Public Works Director Jim Rearden responded that, American Avenue was initially built when the interstate system was put in by the State with federal funding. He believes an easement was acquired because the City has been doing work over there. The City would not be able to do work there without an easement or proper public right-of-way.

City Attorney Sara Sexe added that the site plan that was provided by the professional engineer indicates there is a right-of-way specifically on the site plan.

**Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission adopt Ordinance 3187.**

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

Commissioner Bronson reported that he was Chairman of the City/County Planning Board in 2003 when the initial development was proposed. At that time, the developer's intention was to build the condominium units and a retirement home or assisted living facility. He explained his recollection of a prescriptive easement with BNSF Railroad for American Avenue. He concluded that traffic is always going to be an issue or concern in a lot of areas in the community, as it was for the project in 2003. If it gets to the point that it appears there is more traffic building up accessing 6th Street, the City can look at the possibility of having conversations with the State about traffic, such as a light.

Commissioner Robinson pointed out that this land is halfway between two fire stations and both are well within rapid response times. The development may cause some disruption in traffic, but not any more than it would have had the retirement home or assisted living facility been built. If there isn't a place for children to play, he believes people with children would choose another place to live.

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

Motion carried 5-0

21. **Resolution 10242, Revising Fee Schedule for Public Safety Information Requests to the Legal Department, Superseding Resolution 10065.**

City Attorney Sara Sexe reported that the City Commission adopted Resolution 10065 in 2014 that updated the City Attorney's Office fee schedule for record requests. In early 2018, the City implemented the Zuercher Public Safety Software for electronic storage of public safety records. Since that time, the Legal Department has evaluated the time and effort expended in responding to record requests.

The information in the public safety software provided by Zuercher includes copies of color photographic evidence integrated with case documentation. These photographs are currently being provided to record requestors as part of a package of information, versus being provided in CD format which the Police Department records division had prepared in the past. Additionally, virtually all documents in the system include a blue Zuercher footer, substantially increasing costs per page of printed material. As such, the copying charges have increased under the applicable lease agreement for the Criminal Division's color printer. The Legal Department would also like to provide requestors with other delivery options such as CD/DVD, jump drive, or email to receive electronic delivery, versus paper copies. To provide these options, the proposed schedule reflects the additional costs. Additionally, to be consistent with current practice, the Resolution allows for a waiver of fees to individuals who provide Court determinations of their inability to pay and to governmental entities on a reciprocal basis.

Mayor Kelly declared the public hearing open.

No one spoke in support of Resolution 10242.

Speaking in opposition to Resolution 10242 was:

**John Hubbard**, 615 7th Avenue South, commented that these services are already paid by public tax money.

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

**Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10242.**

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

Commissioner Moe commented that the proposed resolution strikes a balance between actual costs for the City and convenience for the requester.

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

Motion carried 5-0

22. **Resolution 10251, Conditional Use Permit for Westside Family Dental parking lot addition located at 900 10th Ave NW.**

Planning and Community Development Director Craig Raymond reported that this item is a request by Dr. Kevin Fairhurst and Westside Family Dental to approve a conditional use permit which would allow the expansion of the parking lot capacity above which is typically allowed by code.

Director Raymond explained the regulation in the Land Development Code that apply to various types of uses such as single family residences, retail centers, school properties and doctor and dental clinics.

The subject property is located at 900 10th Avenue NW. Westside Family Dental has been in existence since 1979 with offices in Great Falls and Fairfield. In 2017, after selling off the Fairfield office, the applicant expanded the existing Great Falls' building to accommodate the high amount of daily patients and need for more employees. The building addition project was approved by the Design Review Board in 2017 and completed in February of this year. The applicant's practice is comprised of four dental assistants, four receptionists, three dental hygienists, and two dentists. As a result, the business must accommodate the parking needs of 13 employees. Additionally, the practice treats between 40 and 60 patients per day. Westside Family Dental currently has 11 parking spots, and patients and staff are parking in on-street spaces as well as at a nearby restaurant. The applicant is not comfortable with patients and staff crossing the street. The applicant's proposed plan will increase the parking count to 19 spots, which is still below what they will utilize, but will be a significant improvement over the existing condition.

On June 12, 2018, the Zoning Commission held a public hearing and recommended that the City

Commission adopt Resolution 10251, subject to the six conditions of approval as outlined in the agenda report and the resolution.

Mayor Kelly declared the public hearing open.

Speaking in support of Resolution 10251 were:

**Jolene Schalper**, 124 13th Avenue South, commented that an excellent job was done renovating the inside of the building, and that she is pleased that staff is recommending approval for outside parking improvements.

**Dr. Matt Klinker**, 904 Anita Drive, commented he is a co-owner now of Westside Family Dental and is in favor of the parking lot development. With two doctors, three hygienists and a lot of patients there is a high need for parking. Dr. Klinker reported that a neighbor expressed concerns at the prior public hearing. Since that time he has met with the neighbor and they have worked out their differences.

No one spoke in opposition to Resolution 10251.

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

**Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10251 for a Conditional Use Permit for the Westside Family Dental parking lot addition for the property located at 900 10th Avenue NW.**

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

Commissioner Houck commended Dr. Klinker for working out the differences with his neighbor.

Commissioner Bronson commented that the current code allows the Commission to look at these conditional use permits on a case by case basis, but he is looking forward to suggested changes in the code from staff.

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

Motion carried 5-0

## **OLD BUSINESS**

## **NEW BUSINESS**

23. **Final Plat for the Buffalo Crossing Subdivision located in Government Lots 2 and 3, Section 11, Township 20 North, Range 3 East, P.M., City of Great Falls, Cascade County, MT.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to approve the final plat of the Buffalo Crossing subdivision and the associated Findings of Fact subject to certain conditions of approval.

The Planning Advisory Board reviewed and approved the preliminary plat for the proposed subdivision at a public hearing held on February 27, 2018. The City Commission then granted approval of the preliminary plat at a public hearing held on March 20, 2018.

The subject property is a long, linear strip of land at the southeast corner of Central Avenue West and Bay Drive, located along the western edge of the Missouri River. The property is roughly 2.22 acres and zoned M-2, Mixed-use transitional. There are two structures on the property. One structure is a brick building at the corner of Bay Drive and Central Avenue West, which is proposed for renovation and reuse, and the second structure is a metal clad storage building that will be either demolished or relocated as part of future development. The property has been the subject of much scrutiny due to it being abandoned and falling into disrepair.

The applicant is proposing to subdivide the property into six lots and create a project known as Buffalo Crossing. The northernmost lot would be created to redevelop the existing building which has commonly been referred to as the “barrel building,” while five new lots are proposed for future development consistent with the M-2 zoning district. The applicant is hoping to develop the lots with mixed uses and potentially upper story residential units to take advantage of the property's riverfront location. The lots in the final plat range in size from 10,245 square feet to 25,510 square feet.

Insofar as utility and infrastructure issues are concerned, roadway infrastructure already exists adjacent to the property with Bay Drive running in a north/south direction alongside the parcel to be subdivided. First Avenue SW and 2nd Avenue SW run perpendicular to the site and both terminate at Bay Drive. Bay Drive will be utilized for vehicular access for each lot at the time of development. Currently, no sidewalk exists; however, the owner does acknowledge that public sidewalk will be installed as each lot develops. The applicant will also be required to install boulevard trees and curbing along the east edge of Bay Drive. In addition to the sidewalk, shared use paths will be provided to connect Bay Drive sidewalk to the River's Edge Trail.

All utilities, including water, sewer, power, gas, and telephone, exist in the Bay Drive right of way. No extension of water or sewer mains is needed for the subdivision. Water services will be connected to the main at the time of development. There is adequate sewer capacity for the typical amount of wastewater discharge associated with the proposed subdivision.

As far as storm water is concerned, the existing lot drains away from the river and towards Bay Drive. The City already has capacity to adequately handle storm water from the development as it is proposed. Additionally, site design methods will be employed that include low impact development concepts.

One of the unique features of the subject property is its relationship and proximity to the Missouri River. An additional feature is that a segment of the River's Edge Trail system runs along the back of the property, separated from the remaining property by a retaining wall. This type of project is most definitely contemplated in the 2004 Missouri River Corridor Plan plan although the vision which was depicted in the plan for this specific property was a much more aggressive concept. The plans scope in purpose was in part to “recognize that some development patterns along the river corridor represented an opportunity for more desirable, sustainable development that would capitalize on the river as an amenity and a resource.”

Furthermore, this proposed subdivision conforms to the plan in that:

- 1) The proposed subdivision and subsequent development will not have an adverse effect on the stream flows or hydrology of the river nor have a substantial affect on the flood plain of the Missouri River;

- 2) Land and water based recreational values and opportunities associated with the river will be created, preserved, and enhanced, including public access to the river;
- 3) The subdivision will promote beneficial, sustainable economic development that utilizes the river as an amenity and will not have a negative affect on the ecological integrity and asset value; and
- 4) No major through transportation facilities are needed to serve this development nor are substantial transportation improvements proposed other than pedestrian facilities along Bay Drive and the aforementioned public connections to the River Edge Trail.

At its June 12, 2018 meeting, the Planning Advisory Board recommended that the City Commission approve the Final Plat request.

**Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission approve the final plat for the Buffalo Crossing Subdivision as legally described in the staff report and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.**

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

Commissioner Robinson commented that he is excited this development will result in being an asset, rather than a blight, to the community.

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

Motion carried 5-0

24. **Central Montana Agriculture and Technology Park (CMATP) TIF OF Application for Phase III Storm Drain Design. 1658.1**

Public Works Director Jim Rearden reported that the owner of property near the Malt Plant north of the City has requested the release of tax increment funds for design of a storm drain system to serve the entire area. Currently, some erosion is occurring in the area. If the release of funds is approved, an engineering contract and a future construction contract to complete that work will be forthcoming to the Commission.

City staff recommends that the Commission approve the release of the funds.

**Commissioner Houck moved, seconded by Commissioner Bronson, that the City Commission approve the application for release of Tax Increment Financing (TIF) funds to complete the final design for the storm drainage network across the CMATP.**

Mayor Kelly asked if there were any comments from the public or any discussion amongst the Commissioners. Hearing none, Mayor Kelly commented that this is a great example of what

TIF funds are for.

Mayor Kelly called for the vote.

Motion carried 5-0

## **ORDINANCES/RESOLUTIONS**

25. **Ordinance 3190, Rezoning the property formerly known as Beargrass Village, located in the Great Falls Water Power and Townsite Company's First Addition, Block 405, Lots 8-14 from PUD Planned Unit Development to R-3 Single-family high density.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to accept Ordinance 3190 on first reading and set a public hearing for August 7, 2018, to consider the rezone of the subject property which is located at the northwest corner of 3rd Avenue South and 14th Street South.

Previously, the applicant had proposed to develop a unique style of pocket neighborhood in Great Falls, on a 1.21 acre parcel. The City Commission approved a rezone of the property from R-3 Single Family to PUD to accommodate the project on December 5, 2017 and also approved a Preliminary Plat for a subdivision for the development. However, the developer never proceeded to Final Plat.

Due to the costs of the project related to the types of soils, groundwater and the required foundations, the applicant has decided to not move forward with the pocket neighborhood and is proposing to build seven single family homes on the existing lots which were never divided.

Because the PUD was designed and approved for the unique nature of the project, the PUD zoning does not permit the current proposal for the property. Therefore, the applicant is requesting a zoning map amendment to rezone the property back to R-3 Single-family high density.

Commissioner Bronson stepped out at 8:14 p.m. and returned to the meeting at 8:16 p.m.

**Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission accept Ordinance 3190 on first reading and set a public hearing for August 7, 2018.**

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

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

26. **Ordinance 3191, Establishing R-2 Single-family Medium Density zoning for the properties located in Sky-line Addition Lots 1A, 2A, 3-5 and 6A; Tract 2 of Certificate of Survey #5150; and the adjoining right-of-way of Skyline Drive NW.**

Planning and Community Development Director Craig Raymond reported that this item is a request to accept Ordinance 3191 on first reading and set a public hearing for August 7, 2018 to consider assignment of R-2 zoning to the subject property upon annexation. The annexation resolution will also be brought to the Commission for consideration on August 7th.

There are currently six residential properties located on the south side of Skyline Drive NW that are legally described as Sky-line Addition Lots 1A, 2A, 3-5, and 6A. These six lots have been connected to a 2" water line that provided City water even though the properties are located in the County. This service line had multiple failures in the past and was made of a material that is no longer used by the City of Great Falls. The line was allowed to be repaired one last time in 2013. At that time, the property owners were informed that the City would not repair the noncomplying line in the future.

At the beginning of 2017, the Public Works Department noticed that the water line was leaking significantly, and the City reached out to the property owners to start the conversation about annexation and installation of separate service lines. The City met with the owners to explain the process and the costs involved with the improvements. Staff informed the property owners that it would be more feasible financially for all the property owners to petition to annex at the same time. At that time, a seventh property owner to the north of Skyline Drive NW was informed of the annexation and decided to petition to annex a vacant parcel of land in order to build a new single-family home.

**Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission accept Ordinance 3191 on first reading and set a public hearing for August 7, 2018.**

Mayor Kelly asked if there were any comments from the public or any discussion amongst the Commissioners. No one responded.

Manager Doyon noted that a study was done several years ago that outlined properties being serviced with utilities that were not annexed. Manager Doyon commented that there is no reason those properties shouldn't be annexed and will be something that staff will clean up when things slow down in the Planning Department.

Commissioner Bronson also recalled such a policy in the Planning Department that, if it made sense to annex some of those properties receiving City utilities, the City would do it subject to the Department's schedule.

Mayor Kelly called for the vote.

Motion carried 5-0

27. **Resolution 10250, Amending Resolution 10211 that approved placement of Coins for a Cause donation containers on Downtown light poles.**

City Manager Greg Doyon reported that this item is a request to extend a program that the Commission had authorized the Business Improvement District (BID) to commence with regard to attaching coin boxes on light poles for the downtown Coins for a Cause program.



It seems that the program is working, and he supports the request to extend the program. If approved by the Commission, the program will be re-evaluated at the end of this revised term.

**Commissioner Moe moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 10250.**

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

**John Hubbard**, 615 7th Avenue South, commented this program is a nice idea in a perfect world, but it won't help with the panhandlers.

**Sandra Thares**, 808 5th Avenue North, commented that she has a business downtown and lives downtown. She is a member of the Downtown Safety Alliance that are working to make sure downtown is a safe, viable place to do business, for tourists to visit, and for residents to eat and shop. The Coins for a Cause program is gaining legs and, with the coin boxes on the light poles, the Alliance will double its contributions to a charity. The Alliance is also educating the public on downtown panhandling issues.

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

Commissioner Houck commented that this program has made a difference. It provides people with an opportunity to give if they so choose, but not directly to somebody that they are not sure how that money is going to be used. She has heard recent praises from tourist about how much the downtown has changed for the better. She attributed those ongoing changes to the Downtown Safety Alliance.

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

Motion carried 5-0

28. **Resolution 10254, Ratifying the Declaration of Emergency by Acting City Manager James L. Rearden on June 20, 2018.**

City Attorney Sara Sexe reported that, in response to the National Weather Service's flood warning for several areas in the City of Great Falls, on June 20, 2018, Acting City Manager James Rearden executed a Declaration of Emergency pursuant to Mont. Code Ann. § 10-3-402. The Great Falls and Cascade County Emergency Operations Center (EOC) was activated, and Cascade County and City emergency services and staff were activated to implement emergency planning.

In order to preserve the opportunity for the City to receive reimbursement funding for emergency City expenditures resulting from said Declaration, staff recommends that the City Commission ratify the Declaration issued June 20, 2018.

**Commissioner Houck moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10254.**

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

Appreciation was expressed to Director Rearden, City staff, and the community's and County's response to the flooding event.

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

Motion carried 5-0

## **CITY COMMISSION**

### **29. Miscellaneous reports and announcements from the City Commission.**

Mayor Kelly announced that:

- he will be absent from the Commission meetings on August 7, 2018, due to a previously scheduled trip;
- another work session is scheduled for July 11, 2018 at 2 p.m. in the Gibson Room for further detailed discussion on the budget that has been presented. He welcomed the public to attend, observe and comment on the proposed budget;
- he encouraged those interested in local government to apply for the City's 101 class that begins July 26th; and
- he praised the community action group that responded during the flooding emergency. He hopes we can also help our neighbors in Augusta and on the Bench.

Commissioner Moe reported on her attendance and details learned at the Sheriff's press conference regarding the President's visit on Thursday.

Police Chief Dave Bowen added that it is a combined effort with the Sheriff to make sure that the President has a safe trip here. It will require a lot of staffing and he has planned accordingly.

Chief Bowen also urged the public to use common sense and be neighborly for a safe 4th of July holiday.

Commissioner Moe extended thoughts and prayers to the families of community members, Ron Gessaman and the Airport Director's wife, who have recently passed away.

### **30. Commission Initiatives.**

None.

## **ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Houck moved, seconded by Mayor Kelly, to adjourn the regular meeting of July 3, 2018, at 8:40 p.m.**

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**Mayor Bob Kelly**

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**City Clerk Lisa Kunz**

**Minutes Approved:  
July 17, 2018**

**DRAFT**



**Item:** Total Expenditures of \$6,366,330 for the period of June 15, 2018 through July 5, 2018, to include claims over \$5,000, in the amount of \$6,012,065.

**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 JUNE 21, 2018 - JULY 5, 2018	6,319,325.91
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JUNE 15, 2018 - JUNE 29, 2018	47,004.00
<b>TOTAL: \$</b>	<b><u><u>6,366,329.91</u></u></b>

**SPECIAL REVENUE FUND**

**SUPPORT & INNOVATION**

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT	MAY 2018 TAX DISTRIBUTION	79,016.41
GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT	MAY 2018 TBID ASSESSMENT DISTRIBUTION	186,163.50

**STREET DISTRICT**

GREAT FALLS SAND & GRAVEL GREGOIRE CONSTRUCTION	ASPHALTIC CONCRETE OF 1730.4 HANDICAP RAMPS & VALLEY GUTTER RIVERVIEW DR (SPLIT AMONG FUNDS)	17,974.95
WATER & ENVIRONMENTAL TECHNOLOGIES	OF 1476.6 VINYARD ROAD STORM DRAIN MANAGEMENT (SPLIT AMONG FUNDS)	9,701.63
		6,653.78

**FEDERAL BLOCK GRANTS**

BOYS & GIRLS CLUBS OF CASCADE COUNTY	CDBG SUMMER DAY CAMP SCHOLARSHIPS	22,500.00
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**PERMITS**

COLORADO CODE CONSULTING LLC	CONTRACT FOR PLAN REVIEW FEES	49,943.55
BILLION DODGE CHRYSLER JEEP RAM	2 - 2018 NISSAN FRONTIER KING CAB 4X4 (SPLIT AMONG FUNDS)	23,385.00

**DEBT SERVICE**

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**SOCCER PARK GO BONDS**

US BANK NA	DEBT SERVICE	151,674.38
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**GENERAL OBLIGATION TAXABLE BONDS**

US BANK NA	DEBT SERVICE	134,775.00
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**WEST BANK TID BONDS**

US BANK NA	DEBT SERVICE	104,876.25
US BANK NA	DEBT SERVICE	46,982.50

**CAPITAL PROJECTS**

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**GENERAL CAPITAL**

CENTRAL TECHNOLOGIES LLC	LABOR & MATERIALS FOR NEW FIRE SYSTEM AT PD (SPLIT AMONG FUNDS)	4,555.00
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**ENTERPRISE FUNDS**

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**WATER**

US BANK NA	DEBT SERVICE	100,850.00
US BANK NA	DEBT SERVICE	187,733.24
US BANK NA	DEBT SERVICE	85,998.67
US BANK NA	DEBT SERVICE	320,037.50
US BANK NA	DEBT SERVICE	317,125.35
US BANK NA	DEBT SERVICE	131,130.00
US BANK NA	DEBT SERVICE	9,802.50
NALCO COMPANY	CHEMICALS	88,584.35
ADVANCED ENGINEERING & ENVIRONMENTAL SERVICES INC	OF 1699 WATER/SEWER COST STUDY (SPLIT AMONG FUNDS)	3,796.75
ADVANCED ENGINEERING & ENVIRONMENTAL SERVICES INC	OF 1625 WATER STORAGE TANK	17,490.16
BLACK & VEATCH CORPORATION	OF 1519.6 WTP IMP PH 1 CONSTRUCTION	64,046.99
SLETTEN CONSTRUCTION CO	OF 1519.6 WTP PH 1 CONSTRUCTION	937,126.47
STATE OF MONTANA	1% WITHHOLDING FOR SLETTEN	9,465.92
FERGUSON ENTERPRISES	METER SUPPLIES	10,188.80
THATCHER CO OF MONTANA	CHLORINE	6,446.00
INDUSTRIAL AUTOMATION CONSULTING CO	OF 1519.6 WTP IMP PH 1 UV/CHEMICAL BUILDING	27,288.10

**ENTERPRISE FUNDS (CONT.)**

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**SEWER**

US BANK NA	DEBT SERVICE	118,950.92
US BANK NA	DEBT SERVICE	236,510.00
US BANK NA	DEBT SERVICE	212,835.00
US BANK NA	DEBT SERVICE	8,662.50
US BANK NA	DEBT SERVICE	341,050.00
ADVANCED ENGINEERING & ENVIRONMENTAL SERVICES INC	OF 1699 WATER/SEWER COST STUDY (SPLIT AMONG FUNDS)	3,796.75
NCI ENGINEERING CO	OF 1722.1 LIFT STATION #9 REHAB	52,252.53
CIP CONSTRUCTION TECHNOLOGIES	OF 1695.6 WEST BANK SANITARY SEWER MANHOLE LINING	19,762.70

**STORM DRAIN**

US BANK NA	DEBT SERVICE	64,741.74
US BANK NA	DEBT SERVICE	142,988.75
US BANK NA	DEBT SERVICE	156,369.24
OUTRIGGER CONSULTANTS LLC	1722.2 LIFT STATION # 8 REMOVAL STORM DRAIN	10,097.50
GREGOIRE CONSTRUCTION	OF 1730.4 HANDICAP RAMPS & VALLEY GUTTER RIVERVIEW DR (SPLIT AMONG FUNDS)	7,937.70
OLYMPIC SALES, INC.	REAR, SIDE LOAD REFUSE CONTAINERS	45,500.00
WATER & ENVIRONMENTAL TECHNOLOGIES	OF 1476.6 VINYARD ROAD STORM DRAIN MANAGEMENT (SPLIT AMONG FUNDS)	17,680.05

**911 DISPATCH CENTER**

CENTURYLINK	DISPATCH MONTHLY LINE CHARGES	5,841.25
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**INTERNAL SERVICES FUND**

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**INSURANCE & SAFETY**

CENTRAL TECHNOLOGIES LLC	LABOR & MATERIALS FOR NEW FIRE SYSTEM AT PD (SPLIT AMONG FUNDS)	5,000.00
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	MAY 2018 DEDUCTIBLE RECOVERY BILLING	19,926.38

**CENTRAL GARAGE**

BROADWATER FORD	2018-F-250 TRUCK	28,925.34
MOUNTAIN VIEW CO-OP	FUEL-DIESEL	32,697.73
BOLAND DRILLING	OF 1455.9 MOTOR FUEL OVERHEAD	16,434.00

**ENGINEERING**

US NUCLEAR REGULATORY COMMISSION	RENEWAL OF NUCLEAR DENSOMITER LICENSE FOR FY 2019	9,300.00
BILLION DODGE CHRYSLER JEEP RAM	2 - 2018 NISSAN FRONTIER KING CAB 4X4 (SPLIT AMONG FUNDS)	23,385.00
BILLION DODGE CHRYSLER JEEP RAM	3 - 2018 NISSAN ALTIMA	54,735.00
DUVAL FORD LLC	2 - 2018 SEDAN POLICE INTERCEPTORS	52,948.92
DUVAL FORD LLC	4 - 2018 PD INTERCEPTOR UTILITY BASE AWD	121,585.84

**TRUST AND AGENCY**

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**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS FINES & FORFEITURES COLLECTIONS 36,806.00

**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	47,237.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	8,036.49
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,425.22
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	65,289.91
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	131,852.36
US BANK	FEDERAL TAXES, FICA & MEDICARE	207,158.90
AFLAC	EMPLOYEE CONTRIBUTIONS	10,560.07
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	27,559.44
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	15,663.19
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	24,679.94
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	13,241.78
STATE OF MONTANA	UNEMPLOYMENT INSURANCE 2ND QTR	36,062.26
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	2ND QUARTER WORKERS COMPENSATION	239,507.39

**ULRRWSD AGENCY PHASE 1**

US BANK NA	DEBT SERVICE	10,187.50
US BANK NA	DEBT SERVICE	11,881.25

**ULRRWSD AGENCY PHASE 2**

US BANK NA	DEBT SERVICE	8,987.50
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**UTILITY BILLS**

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ENERGY WEST RESOURCES INC	JUNE 2018 MONTHLY CHARGES	10,667.33
NORTHWESTERN ENERGY	JUNE 2018 MONTHLY SLD CHARGES	73,375.38
NORTHWESTERN ENERGY	MAY 2018 WATER PLANT CHARGES	15,658.98

**CLAIMS OVER \$5000 TOTAL:** \$ 6,012,065.48





**Item:** Contracts List

**From:** City Clerk's Office

**Initiated By:** Various Departments

**Presented By:** City Commission

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ATTACHMENTS:

- ▢ Contracts List

**CITY OF GREAT FALLS, MONTANA**

**AGENDA: 9**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: July 17, 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:** Lisa Kunz, 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>	Public Works/ Engineering	William and Linda Wadman	Permanent	\$1.00	Memorandum of Understanding and Permanent Storm Drainage Utility Easement through a parcel of land described as Lot 26, in the SW¼ SW¼ of Section 13, T20N, R3E, MPM, Grandview Tracts Subdivision <b>OF 1722.2</b>

<b>B</b>	Great Falls Fire Rescue	Dale Stevens Service Plumbers	07/09/2018	\$1,933.48	Ratify Agreement to remove and replace water heater at Fire Station 4, 1800 Fox Farm Road
<b>C</b>	Public Works/ Environmental	Double Eagle Development, LLC	Permanent	N/A	Maintenance Agreement for Private Stormwater Treatment System located at Lot 8 of Block 4 of Broadwater Bay Business Park, located in the NE¼ of SE¼ of Section 11, Township 20 North, Range 3 East, PM MT, Cascade County, Montana, to maintain stormwater Best Management Practice (BMP's) for a private stormwater treatment system associated with improvements at the Broadwater Business Building (501 River Drive) development <b>OF 1578.3</b>
<b>D</b>	Public Works Engineering	Midco Diving & Marine Services, Inc.	07/17/2018- 12/31/2018	\$13,000	Agreement to perform leak detection, inspection, maintenance, and cleaning of Hill 57 Reservoir 4 MG below grade concrete tank, and 33 <sup>rd</sup> Street Reservoir 4.75 MG on grade concrete tank <b>OF 1625.7</b>
<b>E</b>	Great Falls Fire Rescue	Tri-County Mechanical & Electrical, Inc. P.O. Box 5928 Helena, MT 59604	07/01/2018 – 09/30/2018	\$7,082	Ratify Agreement to replace air compressor and air drier for pneumatic system, replace four thermostats at Fire Station 1, 105 9 <sup>th</sup> Street South

F	Public Works/Engineering	United Pentecostal Church of Great Falls 1600 5 <sup>th</sup> Avenue NW	Permanent	\$1.00	Memorandum of Understanding and Permanent Storm Drainage Easement in Lot 16A, Block 19, West Great Falls Addition and located in the Northeast Quarter of the Southwest Quarter of Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana <b>OF 1666.8</b>
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**Item:** 2018-19 SRO Agreement w/GFPS.

**From:** Chief Dave Bowen

**Initiated By:** Chief Dave Bowen

**Presented By:** Chief Dave Bowen

**Action Requested:** Approve School Resource Officer Services Agreement with the GFPS District for school year 2018-19.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the School Resource Officer Services Agreement with the Great Falls Public School District for the 2018/2019 school year and authorize the City Manager to sign the Agreement.”

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

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**Staff Recommendation:**

Staff recommends that the City Commission accept the terms of the agreement and authorize the City Manager to sign the agreement.

**Background:**

The Great Falls Public School District and the Police Department have had a partnership for over nineteen years where the Police Department has provided the School District police services on a contract basis. This year is a continuation of the ongoing partnership where the Police Department has agreed to provide four confirmed police officers and equipment necessary to provide school resource officer services. The School District has agreed to pay the City quarterly for the cost of these services as detailed in the agreement. SRO's fulfill an important role at the schools and the current staffing of four officers is required to meet the workload.

**Fiscal Impact:**

The school district will be billed quarterly in the amount of Eighty-One Thousand, Nine Hundred Dollars and Fifty Cents (\$81,900.50) for a total of Three Hundred Twenty-Seven Thousand Six

Hundred Two Dollars and No Cents (\$327,602.00). Quarterly payments will be due by September 30, 2018; Decembers 31, 2018; March 31, 2019; and on or before June 30, 2019.

**Alternatives:**

The City Commission could vote to deny the contract.

ATTACHMENTS:

- SRO Services Agreement 2018-19

2018-2019  
SCHOOL RESOURCE OFFICER  
AGREEMENT  
Between the City of Great Falls and the Great Falls Public School District

This AGREEMENT is made and entered into by and between the City of Great Falls, a municipal corporation of the State of Montana, 2 Park Drive South, Great Falls, Montana 59401, (hereinafter "City") and the Great Falls Public School District Number 1 and A, (hereinafter "District"), 1100 4<sup>th</sup> Street South, Great Falls, Montana 59405.

SECTION 1. PURPOSE

The AGREEMENT formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build positive relationships between law enforcement and the youth in our community, with the goal of reducing crime committed by juveniles and young adults. This AGREEMENT delineates the mission, terms, goals and procedures of the School Resource Officer (hereinafter "SRO") Program as a joint cooperative effort between the District and the City, through the Great Falls Police Department (hereinafter the "Police Department"). The success of this program relies upon the effective communication between all involved parties.

SECTION 2. TERM, AMOUNTS and LIABILITIES

The term of this AGREEMENT shall begin August 30, 2018 and end on June 1, 2019. The parties may renew this AGREEMENT only by written agreement or addendum hereto, which must be executed by both parties.

The City does hereby agree to provide the District with four confirmed Police Officers and equipment necessary to provide SRO services. The District shall pay the City quarterly installments of \$81,900.50, for a total amount of \$327,602.00 as follows: Quarterly payments will be due on or before September 30, 2018; December 31<sup>st</sup>, 2018; March 31, 2019 and June 30, 2019. The aforesaid charges are based on a full one hundred eighty-seven (187) day school session and the same shall be adjusted on a pro rata basis to reflect any additional school days.

In the event that an SRO is absent from work for five consecutive instructional days, then beginning with the sixth consecutive day of absence and continuing through the absence, the Police Department may assign another officer to substitute for the SRO. If a substitute officer is not available to the Great Falls Public School District starting on the sixth consecutive instructional day, the Great Falls Public School District payment will be pro-rated for the period of time that an officer was not available.

The parties agree that their respective employees, students and/or agents are not to be considered employees of the other party for any purpose. The parties agree to comply with all federal, state and local laws, rules and regulations, including safety rules, codes and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. The parties, as to their own employees, 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, and shall maintain workers' compensation coverage for all employees, except for those members who are exempted as independent contractors under the provisions of 39-71-401, MCA.

To the fullest extent permitted by law and subject to the applicable limitations set forth in Mont. Code Ann. §2-9-108, the parties shall mutually indemnify, defend and hold harmless the other against, and from, any and all liability, costs, damages, claims or causes of action which may arise out of that party's officers, employees, agents, and students' performance under this agreement.

### SECTION 3. MISSION and GOALS

The mission of the SRO Program is the reduction and prevention of school-related violence and crimes committed by juveniles and young adults and to build relationships between law enforcement and the youth community. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning a Law Enforcement Officer as an SRO, who is employed by the Police Department to the District facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators/staff and parents. Goals of the SRO Program include, but are not limited to:

1. Reducing incidents of school violence and crime;
2. Maintaining a safe and secure environment on school grounds;
3. Reducing criminal offenses committed by juveniles and young adults;
4. Establishing a rapport between the SRO and the student population; and
5. Establishing a rapport between the SRO and parents, faculty, staff and administrators.

Moreover, the SRO's will establish a trusting channel of communication with students, parents and school staff. The SRO's will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for others, and a sincere concern for the school community. The SRO's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO's can serve as confidential sources of informal counseling for students and parents concerning problems they face, as well as providing information on community resources available to them.

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). Under this framework, each SRO is first and foremost a law enforcement officer for the Police Department. Additionally, the SRO's are extensions of the school administration and will be recognized as school officials. The SRO's shall be responsible for carrying out all duties and responsibilities of law enforcement officers and shall remain at all times under the control, through the chain of command, of the Police Department. All acts of commission or omission shall conform to the guidelines of the Police Department



directives. Although the SRO's may assist with the enforcement of the District's code of conduct, discipline related to such matters is the responsibility of District teachers and administrators.

Although the SRO's have been placed in a formal educational environment, they are not relieved of the official duties as enforcement officers. The SRO's shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Montana state law and department policy.

The SRO's, the Police Department, and/or appropriate prosecuting agencies will have the final decision on whether criminal charges shall be filed. The Police Department reserves the right to temporarily remove the SRO's in the event that it determines, in its sole discretion, that additional officers are needed during a critical incident or natural disaster.

#### SECTION 4. DUTIES AND RESPONSIBILITIES

A. The responsibilities of the SRO's include but are not be limited to:

1. Act as employees of the Police Department and be subject to the administration, supervision and control of the Police Department;
2. Abide with all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this AGREEMENT;
3. Enforce criminal law and protect the students, staff, and public at large against criminal activity. School authorities and the parents of any student criminally charged shall be notified as quickly as possible by the SRO's;
4. Complete reports and investigate crimes and conduct follow-up investigations as assigned by the SRO supervisors;
5. Abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the District. The SRO's will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight;
6. Be highly visible throughout the campus, yet be unpredictable in their movements. For officer safety reasons, the SRO's shall not establish any set routine, which allows predictability in their movements and their locations;
7. Confer with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities;

8. Provide information concerning questions about law enforcement topics to students and staff;
9. Attend law enforcement agency in-service trainings as required. Reasonable attempts will be made to schedule such trainings to minimize SRO absence from school on an instructional day;
10. Attend meetings of parent and faculty groups to improve their understanding of the SRO Program and to promote awareness of law enforcement functions;
11. Be familiar with community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make recommendations to the families when appropriate;
12. Act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property;
13. Be involved in school discipline but only when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO's will assist in resolving the problem to preserve the school climate. Regarding school code violations that disrupt the school learning environment, the SRO's will take the student to a school administrator's office for discipline to be meted out by school officials;
14. Share information with the school administrator(s) about persons and conditions that pertain to all District campus safety concerns;
15. Wear business casual attire with appropriate logos and/or badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department;
16. Wear Police Department authorized duty weapons in accordance with Police Department policy;
17. Not transport students in Police Department vehicles except when in the SRO's judgment, the students are victims of a crime, under arrest, or some other unique circumstances exist;
18. As soon as reasonably possible, in the event an SRO is absent from work, notify his or her supervisor in the Police Department and the principal of the school(s) to which the SRO is assigned; and
19. At the School Administrator's request, take appropriate law enforcement action against unwanted guests or trespassers who may appear at the school and school related functions, to the extent that the SRO's may do so under the authority of the law.

B. The responsibilities of the Police Department SRO supervisors include but are not limited to:

1. Coordinate work assignments of the SRO's;
2. Ensure SRO's compliance with Police Department directives;
3. Coordinate scheduling and work hours of the SRO's (Vacation requests, sick leave, etc.). It is the intent of the parties that the SRO's duty hours shall conform to the school day;
4. Work with the schools to make any needed adjustments to the SRO program throughout the school year;
5. Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the schools designated contact person during the evaluation process;
6. In their sole discretion, as agents of the Police Department, hire, discharge, and discipline SRO's; and
7. Serve as liaisons between the Police Department and District Administrators in order to resolve matters of mutual concern.

C. The responsibilities of the District Administrators and staff include but are not limited to:

1. Provide the SRO's with private, appropriately furnished office space at the assigned primary school that can be secured. This may include but is not limited to desks with drawers, chairs, filing cabinets for files and records which can be properly locked and secured, telephones and computers;
2. Seek input from the SRO's regarding criminal justice problems relating to students and site security issues;
3. Notify the SRO's as soon as reasonably possible when school personnel discover weapons, drugs, alcohol, or other illegal contraband on school property. Even if the possession of the contraband is not prohibited by federal, state or local laws or regulations, if the possession of the contraband is a violation of District policy or the student handbook, the contraband may be confiscated and turned over to the SRO's to be properly secured and/or disposed of;
4. Timely notify the SRO's with the names of specific individuals who are not allowed on school property, and shall notify the SRO's of any anticipated parental problems resulting from disciplinary action taken against a student;

5. Work cooperatively with the Police Department to make any needed adjustments to the SRO Program throughout the year;
6. Allow SRO's to view records maintained by the school (Power School, Mileposts) as deemed necessary in the course of their official duties. The SRO's will maintain the same level of confidentiality with regards to school records as they would with any police records, which is dictated by Police Department policy and applicable law; and
7. Consider as hours worked under this AGREEMENT, time spent by SRO's attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO.

#### SECTION 5. NON-DISCRIMINATION

The parties agree that in the performance of this AGREEMENT, they 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.

#### SECTION 6. 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.

#### SECTION 7. APPLICABILITY

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

#### SECTION 8. BINDING EFFECT


This AGREEMENT and all of the covenants hereof shall inure to the benefit and be binding upon the City and the District respectively and their successors, assigns and legal representatives. Neither the City nor the District shall have the right to assign or transfer their interest or obligations hereunder without written consent of the other party.

SECTION 9. AMENDMENTS

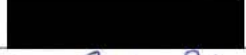
Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by the persons duly authorized on the 20<sup>th</sup> day of June, 2018.

EXECUTED BY:  
GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By  \_\_\_\_\_  
Print Name Tammy L. Lacey  
Print Title Superintendent

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By  \_\_\_\_\_  
Print Name Brian Patrick  
Print Title Director of Business Operations

CITY OF GREAT FALLS, MONTANA

\_\_\_\_\_  
Greg Doyon  
City Manager  
City of Great Falls

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk (SEAL OF THE CITY)

APPROVED AS TO FORM\*:

By \_\_\_\_\_  
Sara R. Sexe, City Attorney

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



**Item:** Professional Services Agreement for Annual Firefighter Medical Physicals and Wellness Exams.

**From:** Great Falls Fire Rescue Department

**Initiated By:** Stephen A. Hester, Fire Chief

**Presented By:** Stephen A. Hester, Fire Chief

**Action Requested:** Consider and approve Agreement with Benefis Hospitals, Inc. to provide annual firefighter medical physicals and wellness exams to Great Falls Fire Rescue (GFFR) members.

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**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (approve/not approve) the Professional Services Agreement in an amount up to \$79,487.85 with Benefis Hospitals, Inc. to provide annual firefighter medical health physicals and wellness exams for all Great Falls Fire Rescue operational staff, and authorize the City Manager to execute the contract."

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

Staff recommends the City Commission approve the Agreement with Benefis Healthcare Occupational Health to provide Firefighter Occupational Physicals.

**Summary:**

The current Collective Bargaining Agreement with the International Association of Firefighters (IAFF) Local 8, Section - 37, requires that the City provide annual firefighter occupational physicals to all operational staff.

A request for proposals was sent out with only one qualified response provided by Benefis Healthcare Occupational Health. The bid was rejected to allow the City to negotiate with the vendor to get the best price while complying with nationally recognized standards for occupational physicals for firefighters working in operations.

This work to obtain the best cost was done by the Department's Health and Wellness Committee and coordinated with the Human Resources Department. If the Commission approves the agreement, Benefis

Occupational Health will provide comprehensive exams and screening to ensure firefighters are fit for duty. If a condition is discovered in the exams that may compromise the health and safety of an individual or the public, the department's assigned physician may recommend to the Fire Chief that the member be taken off full duty until corrective action is taken. The physician will work with the firefighter to get them back to full duty, if possible.

A fee schedule which is attached to the Professional Services Agreement established the cost of screenings, tests, and visits. Depending on the individual's age and current status not all of the tests, immunizations, and screenings may be required. However, if an individual needed all tests and screenings the cost would be \$1,222.89.

**Fiscal Impact:**

The estimated cost for each annual occupational physical is \$1,222.89 x 65 staff = \$79,487.85 per year. Additionally, baseline physicals shall be conducted before hire at an additional cost of \$2103.82 as well as the return to work evaluations at a cost of \$133.75.

**Concurrences:**

Human Resource Department  
Benefis Healthcare Occupational Health  
Great Falls Fire Rescue Health and Wellness Committee

ATTACHMENTS:

- ▢ Occupational Physical Contract
- ▢ Fee Schedule



## PROFESSIONAL SERVICES AGREEMENT

### Annual Firefighter Medical Physicals/Wellness Exams

**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 Benefis Hospitals, Inc., hereinafter referred to as “Provider.”

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 Provider 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 June 30, 2019. 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:** Provider will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4. **Payment:** City agrees to pay Provider for services performed pursuant to the Scope of Services and mutually agreed upon fee schedule. Pricing noted on Exhibit A is subject to review and updates at least annually. Any alteration or deviation from the described work that involves extra costs will be performed by Provider 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. City agrees to pay Provider within 10 business days of receipt of invoice. Invoices will be provided at least quarterly.

5. **Independent Contractor Status:** The parties agree that Provider is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Provider 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. Provider is not authorized to represent the City or otherwise bind the City in any dealings between Provider and any third parties.

Provider 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. Provider shall maintain workers’ compensation coverage for all members and employees of Provider’s business, except for those members who are exempted by law.

Provider 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, Provider 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 Provider's performance of this Agreement. The provisions in the Agreement regarding indemnification shall survive termination or expiration of this Agreement.

**7. Insurance:** Provider 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 to provide coverage for the services Provider performing pursuant to this Agreement, but the insurance shall not be written or expected to cover any activity or event Provider is not performing under this Agreement. The policy shall be "a claims made basis." Provider 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 Provider, the various acts of sub-providers, 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 Provider'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 Provider 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 \$1,000,000 per occurrence (bodily injury & property damage) \$2,000,000 aggregate
2. Automobile Liability \$1,000,000 combined single limit
3. Workers' Compensation Not less than statutory limits
4. Employers' Liability \$1,000,000
5. Professional Liability (E&O) \$1,000,000 per occurrence  
\$2,000,000 aggregate

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



10. **Nondiscrimination:** Provider agrees that all hiring by Provider 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.

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 Provider may not subcontract or assign Provider'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 Provider 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 Provider for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Provider. 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 Provider is Steve Hester and Provider's designated liaison with City is Stacy Allen.

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 Provider respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Provider 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**, Provider 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**

**PROVIDER**

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

By \_\_\_\_\_

Date \_\_\_\_\_

Print Name Kathy Hill

Title: COO, Benefis Medical Group

Date \_\_\_\_\_

ATTEST:

(Seal of the City)

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

\* APPROVED AS TO FORM:

By \_\_\_\_\_  
Sara R. Sexe, City Attorney

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

## EXHIBIT A

**(Pricing effective through December, 2018 and thereafter subject to review and updates at least annually)**

**INITIAL EXAM - \$ 2103.82**

PHYSICAL EXAM	\$187.26
AUDIO	\$37.45
VISION, SNELLEN, COLOR, PERIPH	NC
PFT	\$71.26
EKG	\$41.63
RESP. QUEST.	\$26.75
CBC W/ DIFF	\$47
GLUCOSE	\$33
URINE MICRO	\$37
TOTAL CHOL./LIPID PROF.	\$15
VENIPUNCTURE	\$6.69
CHEST XRAY 2 VW W/ INTERP.	\$273 (223+ \$50)
Total Liver Function	\$63
Electrolyte	\$76
Renal Function	\$61
Hep Series titer A,B,C	283
Varicella titer	\$52
HIV titers (offered)	\$220
TD Booster= admnin	\$34.37 (24.27+7.12)
PPD	\$18.73
HEP A Vaccine	\$149.16(Ser.of 2)(\$67.46+7.12)x2
HEp B Vaccine	\$215.40(Ser.of 3) (\$64.68+7.12)x3
Varicella Vaccine	\$125.12 (\$118+ 7.12)
Flu Vaccine	\$30

**ANNUAL - \$1222.89**

PHYSICAL EXAM	\$187.26
AUDIO	\$37.45
VISION, SNELLAN, COLOR,PERIPH	NC
PFT	\$71.26
Resp Quest.	\$26.75
EKG	\$41.63
PPD	\$18.73
CBC W/ DIFF	\$47
GLUCOSE	\$33
UA MICRO	\$37
TOTAL CHOL/ LIPID PROF.	\$15
VENIPUNCTURE	\$6.69
Total Liver Function	\$63
Electrolyte	\$76
Renal Function	\$61

Heavy metal by blood (arsenic, lead, mercury, cadmium, mercury)	\$90
Fecal Occult (if over 40)	\$36
PSA (>50 male or >40 african American male)	\$15
Chest xray (every 5 years or clinically indicated)	\$273 (\$223 + 50 interpretation)
TD (EVERY 10 YEARS)	\$57.12 (50+ 7.12 )
Flu Vaccine	\$30

**Return to Work Eval** 133.75

Performed following a member’s occupational exposure, illness, injury, or protracted absence from the job

“Meets or Does Not Meet” report will be used to release the fire fighter to return to duty consisting of essential Job tasks OR restrict the fire fighter from performing work for a given amount of time OR permanently restrict the fire fighter from returning to duty and should be submitted as outlined in section 2.2 of Statement of work.



**Item:** Business Improvement District (BID) 2018/2019 Budget and Work Plan.

**From:** Judy Burg, Taxes and Assessments

**Initiated By:** Business Improvement District Board of Directors

**Presented By:** Joan Redeen, Community Director

**Action Requested:** Conduct Public Hearing and Accept the Business Improvement District 2018/2019 Budget and Work Plan.

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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 (accept/reject) the 2018/2019 Business Improvement District Budget and Work Plan."

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

**Staff Recommendation:**

The BID recommends that the City Commission accept the 2018/2019 BID Budget and Work Plan.

**Background:**

The initial creation of the BID was in 1989. It was renewed in 1999 and re-created in 2009, each for periods of ten years by petition of the property owners within the District.

The BID's overall purpose is to utilize tax dollars through the BID tax assessment and direct those monies to improve and revitalize the downtown area. If there are any material increases or decreases in the actual assessment from the approved budget, the BID's Board will either request a budget amendment from the City Commission or the Board will include the amount of revenue whether it is an increase or decrease in their Budget and Work Plan for the coming Fiscal Year. The BID has not changed the areas



of the district boundaries since its origination date.

According to Mont. Code Ann. § 7-12-1132(3), the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may approve the plan or request that amendments be made to it prior to levying an assessment on all properties within the district to defray the costs.

**Fiscal Impact:**

The BID is projecting annual revenue for Fiscal Year 2018/2019 of approximately \$248,000 in assessments. The funds are used to operate the BID office, grant programs, tree maintenance, beautification efforts and additional projects for streetscapes and economic growth.

The assessment will be according to the formula approved by the BID Board and the City Commission:

1. A flat fee of \$200.00 for each lot or parcel;
2. A flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 - Residential Condominium;
3. An assessment of \$.00165 times the market valuation as provided for by the Montana State Legislature; and
4. An assessment of \$.015 times the square footage of the land area.

**Alternatives:**

The City Commission could request changes to the BID Budget or Work Plan.

**Concurrences:**

The BID partners with several organizations to provide results and follows the overall purpose of the BID. Finance staff is responsible for assessing and collecting the revenues.

ATTACHMENTS:

- ▢ BID Budget Fiscal Year 2018-2019
- ▢ BID Work Plan Fiscal Year 2018-2019
- ▢ Map of Business Improvement District

# Great Falls Business Improvement District Budget for Fiscal Year 2018-2019



	Proposed Budget FY 19
<b>Revenues</b>	
Assessments	\$ 248,000
Assessment Receivable	\$ 79,016
Business Watch	\$ 750
Coins for a Cause	\$ 500
Interest Income	\$ 150
JH Rental Income	\$ -
JH Sale Proceeds	\$ 200,000
JH Utility Reimbursement	\$ 5,000
Prior Year Carryover - Cash	\$ 80,000
<b>Total Revenues</b>	<b><u>\$ 613,416</u></b>

<b>Expenses</b>	
Advertising	\$ 500
Web Design	\$ 500
Beautification	\$ 10,000
Art Downtown	\$ 2,000
Pedlet	
Sound System	\$ 500
Trash Removal	
Tree Program	\$ 15,000
Holiday Décor	\$ 10,000
Business Grants	\$ 238,066
Business Watch	\$ 750
Coins for a Cause	\$ 500
Donations	\$ 5,000
Dues & Subscriptions	\$ 3,000
Employee Benefits	\$ 2,000
Insurance	\$ 7,000
JH Building expense	\$ -
JH Management expense	\$ 5,000
Miscellaneous	\$ 500
Office Equipment	\$ 1,000
Office expense	\$ 1,000
Payroll taxes	\$ 7,000
Professional Services	\$ 5,000
Rent	\$ -
Salaries	\$ 80,000
Special Projects	\$ 210,000
Supplies	\$ 4,000
Taxes, Licenses & Fees	\$ 500
Telephone/Internet	\$ 3,100
Travel & Education	\$ 1,000
Utilities	\$ 500
<b>Total Expenses</b>	<b><u>\$ 613,416</u></b>

<b>Net Revenue/Loss</b>	<b><u>\$ -</u></b>
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# GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN 2018-2019

The mission of the Great Falls Business Improvement District (BID) is to represent the unique interests of the business and property owners located within the district. The goal of the BID is to create an environment that is appealing to shoppers, office workers, residents, tourists, and new businesses and investors. Overall, the BID is responsible for downtown revitalization through economic development, real estate development, short and long-range planning, grant program administration, and physical and environmental improvement programs.

The BID will provide the following services within the designated boundaries over the next fiscal year:

## ➤ **Downtown Property Investments**

- Renewal of the BID through 2029
- Invest in downtown properties through our many grant programs.
  - Current grant programs include: Façade, Residential, Interior, Sidewalk, Art, Outdoor Living, Pedlet and Business Incentive.
- Creation of a joint economic office downtown.
- Utilize additional grant programs to supplement BID grant monies.
  - Tax Increment Financing (TIF)
    - The BID will continue to support the Downtown Development Partnership in administering the TIF.

## ➤ **Real Property/Business Incubator**

- Sale of the BID's real property ownership interest in the Johnson Condo Association (that has operated as a business incubator for 15+ years); or any other real property the BID might own with potential redeployment of the funds into downtown real property development projects.

## ➤ **Downtown Safety & Security**

- Working with partner organizations of the Downtown Safety Alliance
  - Clean & Safe Team - Provide a seasonal downtown resource ambassador
  - Support the BRIC Officer from the Great Falls Police Department
  - Support the Great Falls Police Department's Volunteer Program
  - Management of the Business Watch & Coins for a Cause Programs

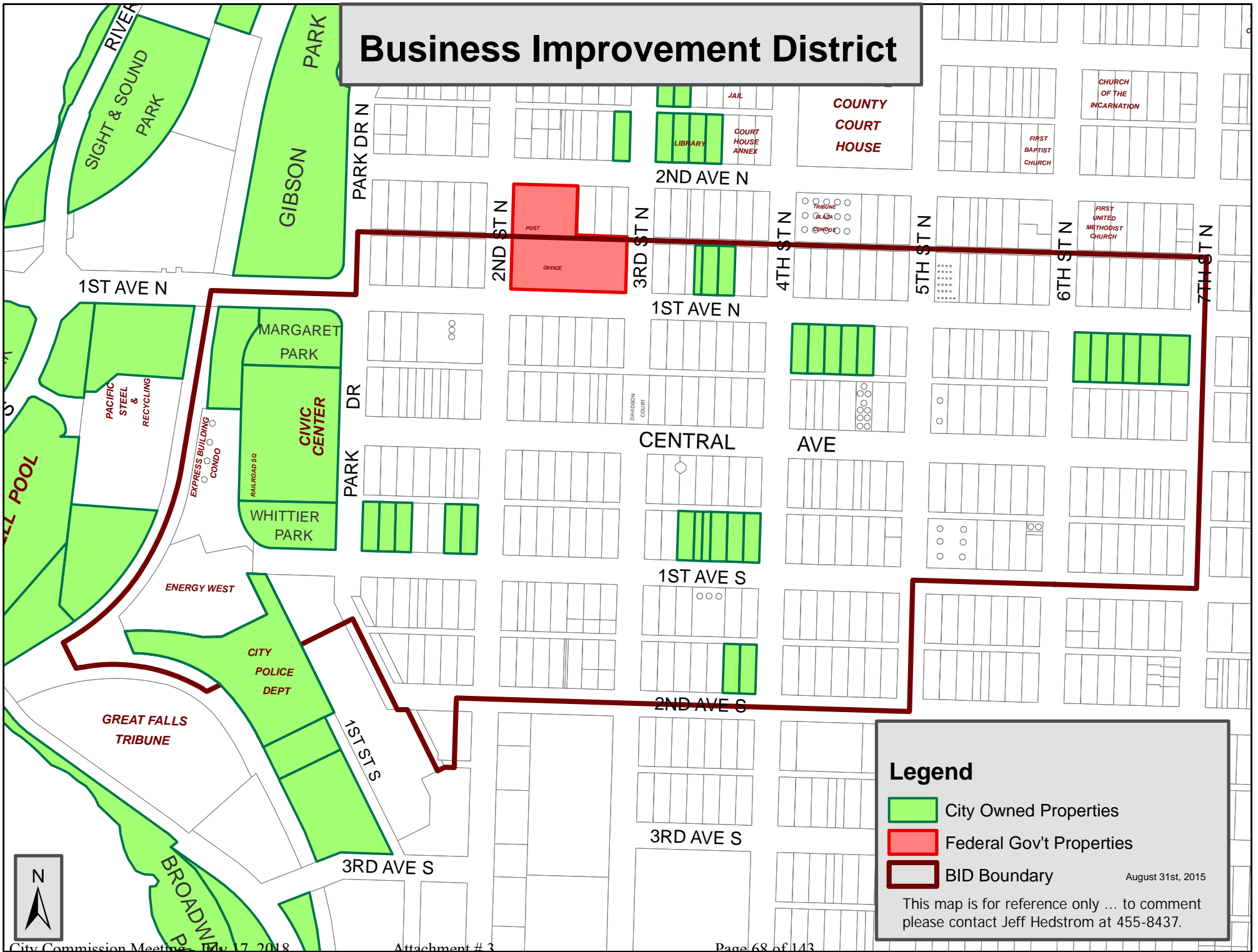
## ➤ **Unifying Entities**

- Communication
  - Provide our property & business owners information on the BID and our programs.
  - Incorporate BID website into one downtown website.
- Volunteers
  - Continue support of the Downtown Chicks, an established pool of volunteers that can be utilized as a resource for events & special projects.
  - Continue support of the Building Active Communities Initiative (BACI)
  - Work with organizations to coordinate improvement efforts of our downtown.
- Downtown Partnership
  - The BID will be an active participant in the Downtown Development Partnership, working to implement the Downtown Master Plan.
  - The BID will support the Downtown Great Falls Association.

## ➤ **Beautification**

- Downtown Public Art Projects
- Trash Removal/Graffiti Removal
- Sidewalk Cleaning/Snow Removal
- Tree & Flower Maintenance
- Holiday Décor/Banners
- Sound System

# Business Improvement District



**Legend**

- City Owned Properties
- Federal Gov't Properties
- BID Boundary

August 31st, 2015

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





**Item:** Tourism Business Improvement District (TBID) 2018/2019 Budget and Work Plan.

**From:** Judy Burg, Taxes and Assessments

**Initiated By:** Tourism Business Improvement District Board of Directors

**Presented By:** Rebecca Engum, Great Falls Tourism Director

**Action Requested:** Conduct Public Hearing and Accept the Tourism Business Improvement District 2018/2019 Budget and Work Plan.

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (accept/reject) the 2018/2019 Tourism Business Improvement District Budget and Work Plan."

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

**Staff Recommendation:**

The TBID recommends the City Commission accept the 2018/2019 TBID Budget and Work Plan.

**Background:**

The initial creation of the TBID was in 2008. It was re-created in February, 2018 for a period of ten years by petition of the property owners within the District.

The TBID's overall purpose is to promote tourism, conventions, trade shows and travel to the City of Great Falls by utilizing and directing the assessment dollars collected through the TBID assessment. If there are any material increases or decreases in the actual assessment from the approved budget, the TBID's Board will either request a budget amendment from the City Commission or the Board will include the amount of revenue whether it is an increase or decrease in their Budget and Work Plan for the

coming Fiscal Year.

According to MCA Section 7-12-1132(3), the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may approve the plan or request that amendments be made to it prior to levying an assessment on all properties within the district to defray the costs.

**Fiscal Impact:**

The TBID is projecting annual revenue for Fiscal Year 2018/2019 of approximately \$404,000 in assessment dollars.

The assessment will be according to the formula approved by the TBID Board and the City Commission:

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31-40 rooms (Land Use Code 154) and establishments with over 40 rooms (Land Use Code 155) and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-10 rooms (Land Use Code 151), 11-20 rooms (Land Use Code 152) and for establishments with 21-30 rooms (Land Use Code 153) as prescribed in Mont. Code Ann. Section 7-12-1133(f). The new assessment method will begin on July 1, 2018.

**Alternatives:**

The City Commission could request changes to the Tourism BID Budget or Work Plan.

**Concurrences:**

The TBID partners with several organizations to provide results and follow the overall purpose of the TBID. Finance staff is responsible for assessing and collecting the revenues.

ATTACHMENTS:

- ▢ Tourism BID Budget & Work Plan 2018-2019
- ▢ Map of Tourism Business Improvement District

# Great Falls Montana Tourism FY19 Marketing Plan



Great Falls Montana Tourism  
100 1<sup>st</sup> Ave N, Lower Level Suite  
Great Falls MT 59401  
[www.VisitGreatFallsMontana.org](http://www.VisitGreatFallsMontana.org)

406-761-4436 | [Information@VisitGreatFallsMontana.org](mailto:Information@VisitGreatFallsMontana.org)  
Facebook | [@GreatFallsMontanaTourism](https://www.facebook.com/GreatFallsMontanaTourism)  
Instagram | [@VisitGreatFalls](https://www.instagram.com/VisitGreatFalls)  
YouTube | [@GreatFallsMontanaTourism](https://www.youtube.com/GreatFallsMontanaTourism)

Adpoted by Convention and Visitors Bureau Board of Directors and Tourism Business Improvement District Board of Director 4-19-2018

Great Falls Montana Tourism Marketing Strategy | 1

## Executive Summary

Founded in 1883, the City of Great Falls has a population of nearly 60,000 residents and is the county seat of Cascade County. Great Falls is named for a series of five waterfalls on the Missouri River that was made famous by Lewis and Clark's 31-day portage of the falls – the longest the duo spent in any one location. The promise of hydroelectric power and rail access was instrumental in the founding of Great Falls. The first hydroelectric dam was built in 1890, attracting industry and visitors to the “electric city.”

Great Falls visitors can enjoy nearly every outdoor activity available in Montana: hiking, road, trail and mountain biking, hunting, fishing, swimming, kayaking, canoeing, cross-country skiing, snowshoeing, and many opportunities for viewing local wildlife. The city offers an extensive hiking and biking trail system along the river, three golf courses, a disc golf course, a skate park, a water park, a 15-field soccer park, a minor-league baseball stadium, and a system of city parks. Nearby is Giant Springs State Park, the First Peoples Buffalo Jump, two ski resorts, and the Bob Marshall Wilderness. The most well-known natural attraction in the region is Glacier National Park. Great Falls also offers one of the more convenient starting points for travel to Canada's Waterton Lakes National Park.



Great Falls is home to Malmstrom Air Force Base and the 341st Missile Wing. It has a significant history and geographic presence in the city. The base attracts contractors traveling for business, but most of its service members stay siloed from the community.

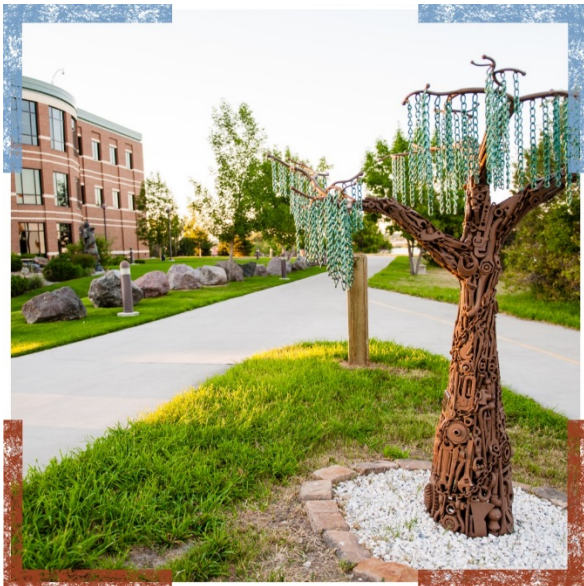
Tourism is a critical driver of the Great Falls economy, accounting for 8% of the GDP. According to the Institute for Tourism and Recreational Research, non-residents spend on average \$250 million in Cascade County. 87% of those expenditures are spent on dining, retail, fuel, lodging and grocery stores. Businesses that make up the Tourism Industry account for 3,080 jobs and over \$72 million in payroll. Tourism Industry businesses account for over \$33 million in property taxes.



Great Falls Montana Tourism is focused on one vision, to strengthen the Great Falls Montana economy by being the preferred choice for a genuine Montana experience. We work to bring that vision to reality every day by promoting Great Falls Montana as a preferred destination for travelers to visit, stay, and return. The strategies that govern the implementation are:

- Share Great Falls' unique adventures and amazing art
- Focus on diverse landscapes and uncrowded spaces
- Showcase the "too much to do"
- Develop Champions of Great Falls
- Grow Meetings Segment
- Engage More Voices
- Lure Next Generation of Travelers
- Support, Celebrate and Create Assets

Great Falls Montana Tourism implements this by creating, delivering and integrating content, placing media nationally in targeted markets, engaging potential and previous visitors through social sites, website, newsletters, and the Visit Great Falls app. Great Falls Montana Tourism supports champions with great tourism ideas through grants, we gain insight and educate potential visitors through trade shows in key markets, we develop and source photos and videos and create NEW signature events that will level out annual seasonality.



Our investment in market and consumer behavior research is essential to ensure the delivery of a specifically crafted trip planning message during a critical stage of the consumer purchase process.

Great Falls is at a critical crossroad. In the past 8 years, Great Falls has seen a 28% growth in visitation; however, the last years have been stagnant. The message of Great Falls | Montana's Basecamp for Art & Adventure resonates with our target market; however, our budgets fail in comparison to our peer Montana cities, regional destinations, and National attractions. Lower budgets can be

combated effectively with proud, Great Falls Montana Champions. We know that consumers are 85% more likely to act based on a recommendation of a friend, or a friend of a friend than any paid media.

In FY18, Great Falls Montana Tourism identified strategic outcomes for its marketing. These are outcomes that are focused on a three-year strategy. We

have established a cohesive tourism brand that positions Great Falls as a premier destination for targeted groups by using our Montana's Basecamp for Art & Adventure message. We have made significant progress towards getting buy-in and promote the use of Great Falls' tourism identity by Great Falls Montana Tourism members, its strategic partners, and the entire Great Falls community. Our local economic development organization, Great Falls Development Authority has adopted messaging, colors and images that support the Basecamp message. Our Downtown Great Falls Business Improvement District adopted imaging for the Downtown Banners that reflect the Basecamp message. We still have work to do, but early adopters are helping to build the identity.

Great Falls Montana Tourism is still working toward these outcomes:

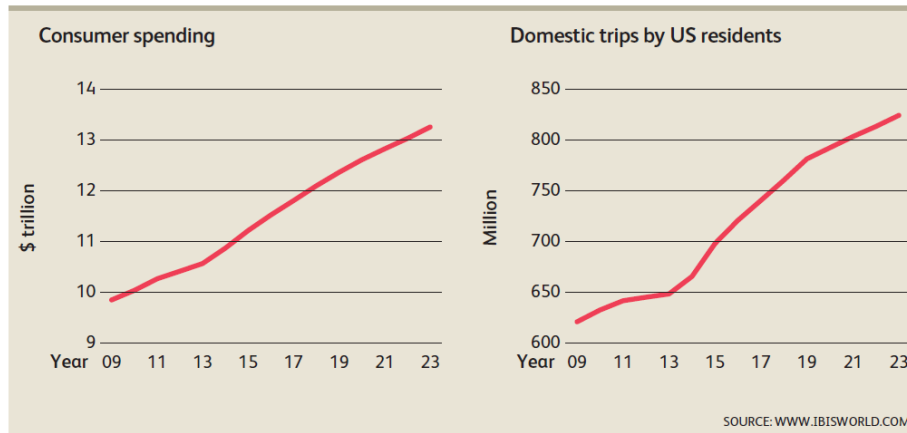
1. Increase overnight tourism visitation
2. Increase group meeting stays
3. Increase attendance at key events like the Montana State Fair, Western Art Week, and the PRCA Circuit Championship
4. Increase foot traffic at Great Falls International Airport
5. Raise the profile of the city within targeted audience groups and regions both on and offline (e.g. in-state visitors from Central and Eastern Montana, Canadian regional travelers from communities near the border, and out-of-state visitors from cities with direct flights to Great Falls)

Challenges still exist for Great Falls Montana Tourism to achieve the outcomes. The open space and natural beauty of Montana continues to lure travelers to our rugged landscapes. Non-Resident visitation continues to grow in Montana overall; however, Great Falls Montana Tourism is challenged to get those independent adventurers to leave the National Park Regions to experience a true, authentic Montana experience on the Missouri River in the heart of MONTANA. Great Falls provides a BASECAMP for a wide range of outdoor adventures and offers a haven of rich arts, culture, and history in a vibrant, modern community where the expansive, unspoiled, diverse landscape renews one's spirit. However, with 84% of Great Falls' overnight guests traveling by car, visitors to Great Falls must drive for several hours to access Glacier National Park, and its popular western entrance is even farther away. By car, visitors from the west, south, and southeast must pass through several cities that most directly compete with Great Falls, including Missoula, Butte, Bozeman, and Billings. Tenacious, determined, and focused on the future, Great Falls Montana Tourism is dedicated to growing tourism.

Great Falls Montana Tourism must position the city as the premier destination for the experiences the city offers and target audiences seek. Finally, Great Falls Montana Tourism must engage these groups using effective tools and measurable campaigns that build awareness and drive visitation.

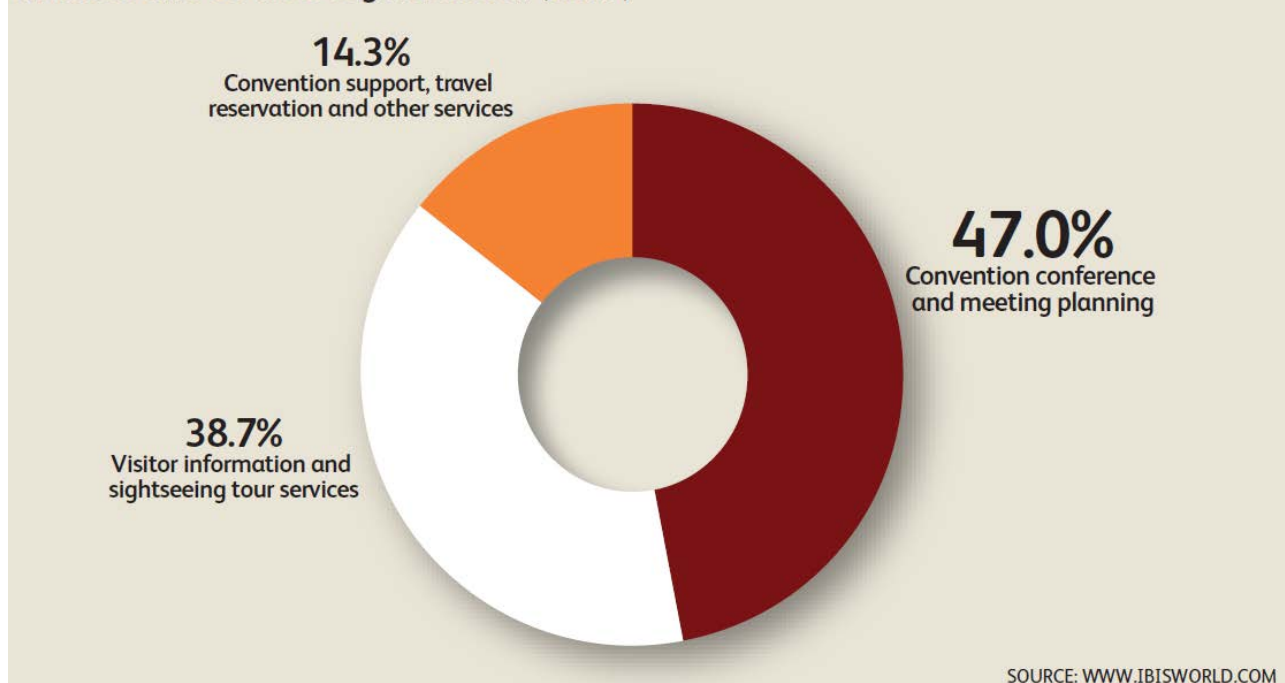
## Industry

The Destination Management Organization [DMO] is part of a mature industry driven by continued growth in domestic travel and strong, growing consumer spending. This industry is defined by organizations that market and promote communities and local facilities to business and leisure travelers. Nationally, organizations provide travel information on attractions and accommodations, maps and brochures, and some even organize and deliver group tours.

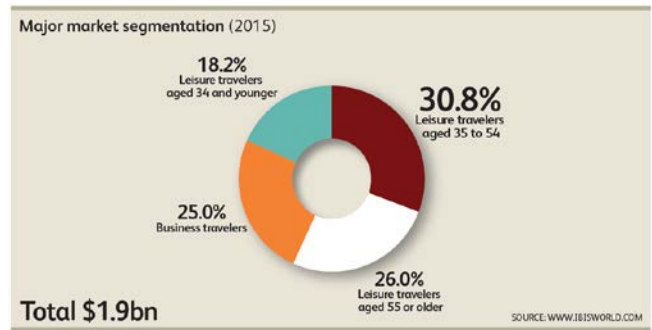
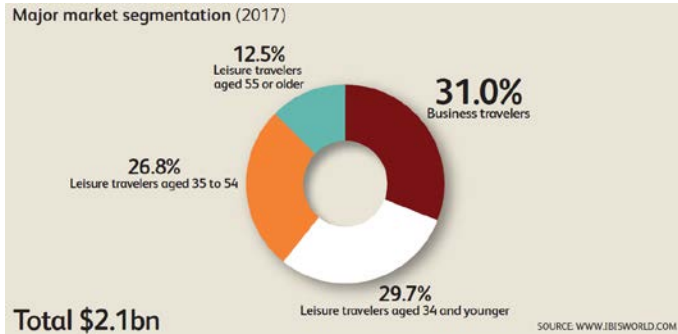


The industry nationally is led by Las Vegas CVB with 16.6% of total market share, followed by Visit Florida with 11.7%. From 2015 to today, the service focus has stayed relatively the same with 47% of efforts spent on securing Convention and Meeting Planning and just under 39% spent on leisure travel.

### Products and services segmentation (2017)

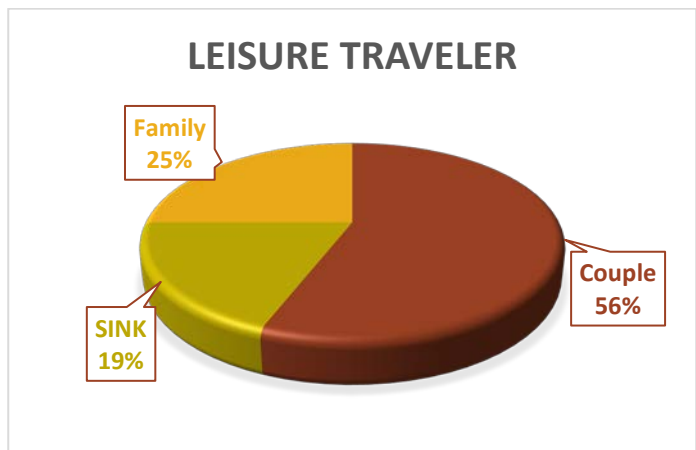
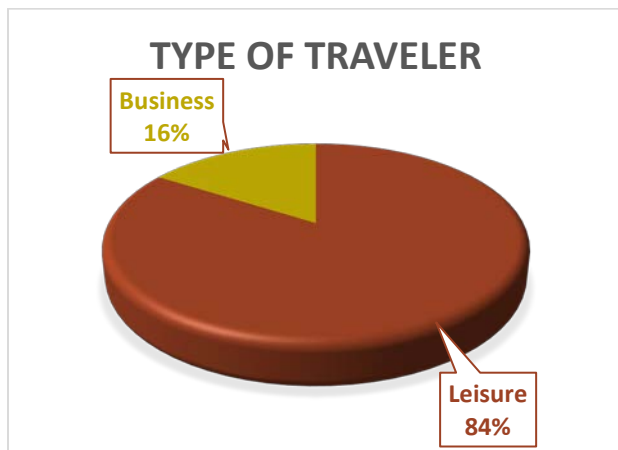


The service focus follows the markets that DMOs work to serve. The Business Traveler segment has grown 6% nationally over the past 3 years and a substantial shift in the 34-year-old and younger segment gaining 11.5% in 3 years and the 55-year-old and older segment decreasing 13.5%. The leisure traveler 35-54 has decreased 4%, nationally.



### Great Falls Montana

In Great Falls, the Business Traveler segment has been stagnant, however, hasn't had substantial investment until recently.

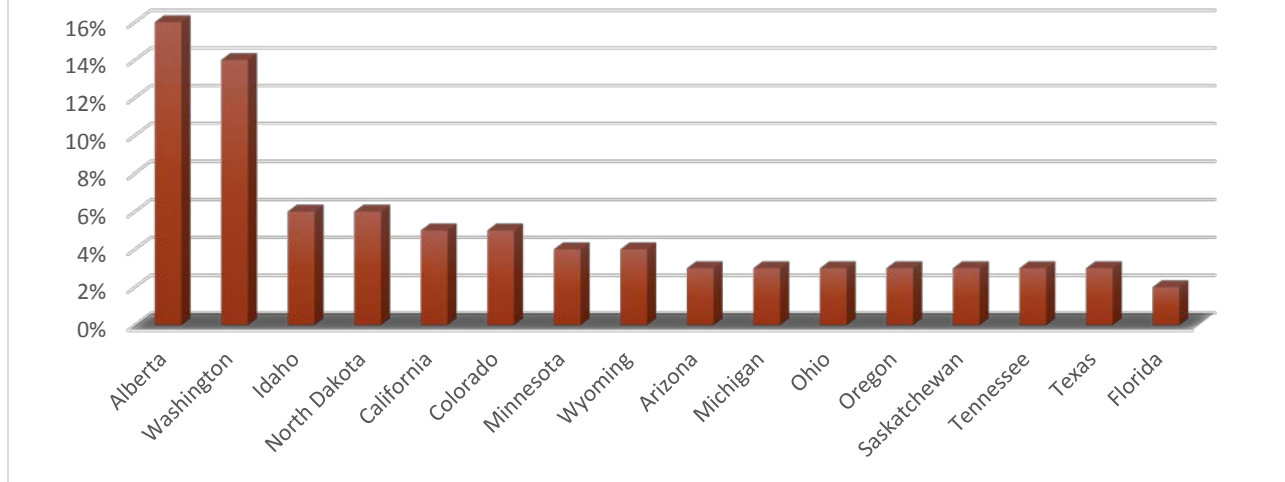


The constant profile of the Great Falls leisure traveler is between the ages of 55-64, with income of \$75,000-\$150,000 annually, traveling as a couple by personal vehicle.

The Great Falls, Montana tourism economy is driven by the Alberta traveler. This traveler comes to Great Falls, Montana to shop, receive medical care, and to travel from GTF to warmer climates, predominately Las Vegas, followed by Phoenix. The high concentration of Alberta in our customer mix is nothing new making the Alberta economy a key factor in our local industry.

Great Falls, Montana receives visitors both domestically and internationally, however the home base for our top travelers remains consistent.

## 2017 Traveler Home



The only outlier in 2017 comes from North Dakota, accounting for 6% of our guests, up from 3% in 2015 and not registering in 2016.

### Historic Top 5 Visitor Residency Locations

Year	Location	%	Location	%	Location	%	Location	%	Location	%
2017	Alberta	16	Washington	14	Idaho	6	North Dakota	6	Colorado	5
2016	Alberta	16	Washington	9	Colorado	6	Idaho	5	Utah	4
2015	Alberta	19	Washington	11	California	8	Idaho	6	Texas	5
2014	Alberta	17	Washington	14	Wyoming	6	Colorado	5	California	5
2013	Alberta	19	Washington	10	California	6	Wyoming	6	Texas	5
2012	Alberta	25	Washington	12	Idaho	6	Minnesota	5	Colorado	5

In 2017, Great Falls Montana hosted 892,958 people overnight, a 19% decrease over 2016. 78% of those visitors have been here before. 84% of the Great Falls non-resident traveler market drove in, by RV, Motorcycle or Automobile. 15% arrived by plane, 5% through Billings air service and 10% through Great Falls air service.



Great Falls International Airport is serviced by Delta, United, Alaska, and Allegiant, providing direct flights from Seattle, Las Vegas, Phoenix, Salt Lake City, Denver, Minneapolis, and Chicago seasonally.

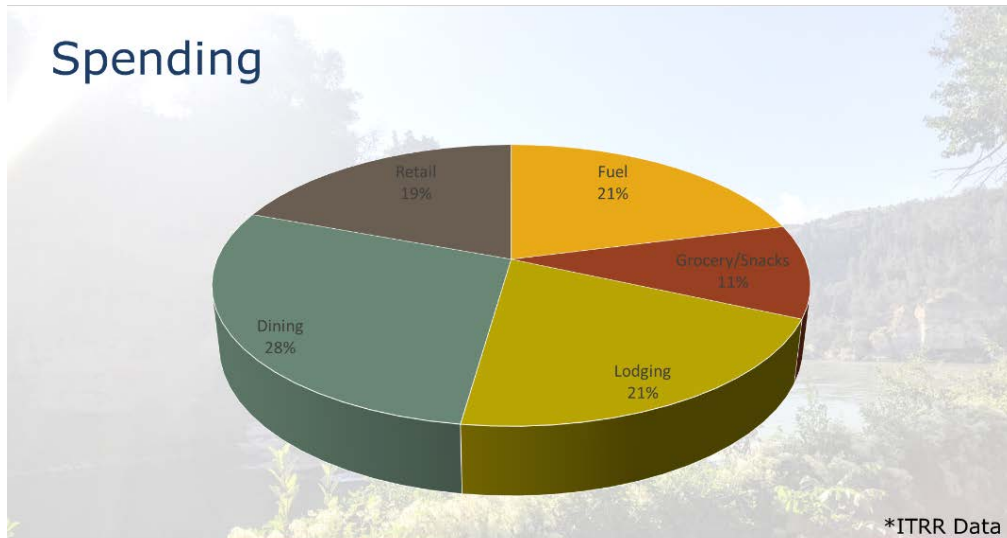


This summer, the United Chicago seasonal flight will be daily, Allegiant is increasing the seating capacity for Las Vegas and Phoenix, and Alaska is adding a flight to Seattle. This increased capacity provides air travelers more opportunity to come to Great Falls, Montana.

The visitation and airport deboarding trends in Great Falls, coupled with our room demand data, indicates there may be a strong shift by travelers from staying in lodging facilities to camping. We often hear from travelers the cost to stay in hotels is high and the rooms are limited in availability as concerns for travel. For Great Falls, cost is reasonable, and rooms are available throughout the year. This is a different story from some of our peer cities.



In 2016, Non-Resident Visitors spent just under \$204 million in Cascade County, with the majority of spending occurring in the traditional top 5 categories: Dining, Retail, Fuel, Lodging, Grocery/Convenience Stores.



Great Falls, Montana received 6% of the total 12.4 million visitors to the State of Montana and 6% of the total visitor spending. This is down 3% from 2016.

### Competition

The appeal of Montana’s spectacular, unspoiled nature, inspires people to travel. However, as the 4<sup>th</sup> largest state in the US, with 6 travel regions and over 100 vibrant and charming small towns that provide impressive outdoor experiences, Great Falls competes within the State, as well as the Northwest Region and the Nation to orient and facilitate the visitor to experience Montana’s Basecamp for Art & Adventure. The competitive analysis ensures Great Falls differentiates itself and delivers the experience it promises.

#### In State

Billings | Positions itself as Montana’s Trailhead, it sells the starting point for a drivable vacation through Montana’s outdoors. Similar to Great Falls in landscape and location to a National Park, Billings outperforms Great Falls by being Montana’s largest City and having an established, strategic Tourism effort.

Bozeman | Presents an upscale vacation destination with hotels, shopping, museums, and symphony to match its ski resort, cross-country trails, natural hot springs, and breweries.

Missoula | A university town that promotes a variety of amenities and experiences without focusing on any one option. Montanans know the city as

a laid-back city for fly fisherman, paddle boarders, and mountain bikers. Features many microbreweries and a distillery.

Kalispell | The popular western gateway to Glacier National Park, offering closer accesses to its popular attractions. Positions itself as a vacation destination and its airport (though smaller than Great Falls') makes it accessible to out-of-state travelers.

#### Out of State

Sioux Falls, South Dakota | Sioux Falls is nearly three times the size of Great Falls. The city has a strong tourism website that promotes attractions and tourism-related businesses. Downtown Sioux Falls has access to the Big Sioux River and the scenic Falls Park, with an outdoor sculpture garden and nearby Native American and Early European historic attractions. The city has a range of shopping, dining, and hospitality options, but limited outdoor recreation attractions.

Fargo, North Dakota | With a population nearly double that of Great Falls, the city highlights an eclectic mix of art, culture, dining, and other attractions online. The website leverages social content from visitors and residents to demonstrate the broad range of venues and activities available for people to enjoy. Art museums and festivals are promoted heavily. The city has access to open space and wilderness for activities like hunting, fishing, golfing, biking, cross-country skiing, and snowmobiling, but there are no major outdoor attractions nearby.

Bismark, North Dakota | The capital city of North Dakota has done a good job with meetings and conventions, drawing over 100,000 people annually. They promote their downtown and have been ranked as one of the top 100 places to live. Their website leverages videos to tell visitors about featured activities from their new heritage museum to riverboat cruises to golf.

Boise, Idaho | The impressive river city is the capital of Idaho with over 220,000 residents. With similar elements to Great Falls, Montana and a history of growth Great Falls would like to emulate, the aligned community efforts to secure funding, and support a growing leisure and business travel industry is worth taking note of.

Canadian communities with direct access to wilderness north of Glacier | Great Falls is well-positioned to compete with this set, being located just as close to wilderness, as communities like Cranbrook, and logistically more convenient, with access to the Great Falls International Airport. Even with a three-hour drive to Waterton lake, flying through Great Falls International Airport is preferred by many U.S. fliers.



## SWOT

### Strengths

- ART | Great Falls' deep connection to Lewis and Clark's historic expedition and its hydroelectric heritage have spawned several museums and historic sites. This may draw a select group, but enriches the visitation experience for other tourists and meeting attendees. The C.M. Russell museum has anchored the arts in Great Falls since the artist's death in 1930. Russell became the world renowned "Cowboy Artist" working and living in the city. Great Falls also has two more art museums and over a dozen art galleries.
- GROWTH | Downtown and riverfront neighborhoods have new restaurants, coffee shops, and breweries, and many offer live music and events. These new options have changed the experience that had been dominated by older bars and casinos, energizing the dining and nightlife experience for visitors and locals alike.
- BASECAMP | Great Falls has a large network of hiking and biking trails, a significant collection of city parks, a water park, skate park, ball fields, and Giant Springs State Park. The River's Edge Trail offers 53 miles of multipurpose trails including great views of the city's largest waterfall, Rainbow Falls. Bob Marshall Wilderness Area and the Helena-Lewis and Clark National Forest are nearby, as is the First Peoples Buffalo Jump. The Eastern entrance to Glacier National Park is a two-and-a-half-hour drive. Great Falls offers the most convenient airport access for Canada's Waterton Lakes National Park. The Missouri River offers visitors fly fishing day trips and overnight stays in fishing cabins.
- CENTRAL | location within the State and region for long-distance travelers – Situated on Interstate 15, Great Falls is roughly halfway between Salt Lake City, Utah, and Edmonton, Alberta (via Highway 2 in Alberta, Canada). Travelers by car travel up and down the I-15 corridor.
- MAFB | Local businesses and Malmstrom Air Force Base bring a significant group of long-term contractors and business travelers to the city.
- GTF | This international airport is small and accessible. The airport offers direct flights from Seattle, Denver, Las Vegas, Minneapolis, Phoenix, Salt Lake City, and Chicago, seasonally.

### Weakness

- PERCEPTION | Great Falls has had a reputation as a rusty industrial town made up of dive bars and casinos. While it is not surprising that other Montana communities have held on to this negative view, it is Great Falls natives that perpetuate this perception despite real change and growth in the community.
- NEW | Great Falls Montana Tourism is relatively only a few years old. With substantial organizational and operational successes to date, the established identity, marketing strategy, and other foundational elements need time to

work and be refined, to position the city as a tourism destination or to increase visitation.

- **IMPRESSION** | Immediate thoughts of Montana include Mountains, and Great Falls, on the Missouri River, is surrounded by four mountain ranges, but not in any of them. Main thoroughfares have noticeable casinos and industrial infrastructure. These elements of the community are not attractive to many tourists and meeting planners.

### Opportunities

- **REPUTATION** | Online reviews of Great Falls are positive. People that already visit Great Falls enjoy it and are likely to return. This group should be studied and targeted. The positive experience current visitors have should be shared on a larger scale.
- **MILITARY** | While military personnel have traditionally been siloed from life and culture in Great Falls, Malmstrom Air Force Base's nearly 3,500 residents hail from all over the United States and, if properly engaged with the community's assets, can become tourism ambassadors for Great Falls when returning home.
- **TRUE MONTANA** | Even as Great Falls grows and changes, the city continues to offer a classic Montana experience that many residents feel has been lost by other cities in the state. This authentic experience is a significant draw for former Great Falls residents, for other Montanans, and anyone with nostalgic connections to the state.
- **I-15** | Montana and other western mountain state/province residents are accustomed to driving long distances. Many potential visitors travel up and down the I-15 corridor, which runs right through Great Falls. Roughly 2 million visitors drove through Great Falls last year, however, only 44% spend a night. Promotion of the city and events to these travelers could increase visitation and overnight stays.
- **COMMUNITY** | Government, the business community, and residents alike need to internalize and reflect a new optimistic spirit about the city. A cohesive and authentic identity based on Great Falls' real and growing assets can inspire community pride that is shared with visitors and even competing cities.
- **AIRPORT** | While direct flights to Great Falls are not a differentiator from other Montana cities, the presence of an international airport is a strong asset. The airport and its attractions should be promoted both in the airport itself and in the airports that have direct connections.

### Threats

- **SKEPTICISMS** | Residents can undermine new positioning and investments for new visitors if they are not properly engaged. To a large extent, this is already true today.

- CANADIAN DOLLAR | Poor exchange rates for Canadian tourists suppress visitation and spending in Great Falls.
- MISALIGNMENT | Great Falls Montana Tourism should avoid the temptation to position the city as the “gateway to Glacier” or anything that sets up a misaligned expectation about a mountain city. Great Falls’ distant mountain views are only difficult to appreciate for people that expect close-up mountain access.

### Message Focus

An authentic Montana experience is highly valued by many residents inside the state and beyond. Over the past two decades as all Montana cities have experienced significant growth, Great Falls has retained the true Montana character. Tourists can access this experience along with the modern amenities found in Great Falls today and use the city as a jumping-off point for excursions into Central and Western Montana, and even the Southern Canadian Rockies.

Great Falls, Montana is truly designed for independent, outdoor adventurers and planners of meetings looking for a true, authentic Montana experience. Great Falls is located on the Missouri River in the heart of Montana and provides a basecamp for a wide range of outdoor adventures and offers a haven of rich arts, culture, and history in a vibrant, modern community where an expansive, unspoiled, diverse landscape renews one’s spirit.

Visitors to Montana have an extensive list of desired activities they would participate in on a trip to Montana. Taken from the research conducted by Destination Analyst’s 2016 Brand Study, below is a list of desired activities.

Desired Activities on a Montana Trip



Great Falls, Montana is a basecamp to the Bob Marshall Wilderness, a day hike paradise, as well as the Big Belt Mountains, Highwood Mountains, and Little Belt Mountains. Great Falls Montana Tourism launched Great Falls Montana Restaurant

Week in February to showcase the variety, quality and localness of our food scene. Our community is roughly 2.5 hours to Glacier National Park's East Entrance and home to the Lewis & Clark Interpretive Center, which has North America's Most Extensive display of the entire Lewis & Clark Expedition. Central Montana Tourism Region has developed 10 wonderful motorcycle rides and has provided the content of six of those rides to Great Falls, Montana to use to promote not just motorcycle rides, but all scenic drives that explore our small towns and use Great Falls, Montana as a basecamp. First Peoples Buffalo Jump State Park and National Historic Landmark, provides genuine insight to our first people's independent spirit, and is minutes from Great Falls. Giant Springs State Park, in Great Falls, is the State's most visited State Park and is home to the world's largest natural spring, flowing at 156 million gallons of water per day into the Missouri River, which runs through Great Falls, providing quick and easy access for kayaking, canoeing, boating, and fishing. This is the beginning of what Great Falls, Montana offers.

To experience Great Falls, is to experience Montana and our marketing focuses on what visitors to Montana want to do and what visitors to Great Falls have consistently done. According to the Institute of Tourism and Recreation Research's Annual Visitor Survey, the top 5 activities stay consistent each year.

#### Top 5 Activities

Year	Activity	%	Activity	%	Activity	%	Activity	%	Activity	%
2017	Scenic Driving	51	Day Hiking	29	Nature Photography	28	Camping	25	Lewis & Clark Sites	25
2016	Scenic Driving	59	Day Hiking	33	Nature Photography	33	Camping	29	Shopping	28
2015	Scenic Driving	60	Nature Photography	32	Shopping	31	Lewis & Clark Sites	31	Day Hiking	30
2014	Scenic Driving	61	Shopping	38	Nature Photography	29	Day Hiking	27	Camping	27
2013	Scenic Driving	69	Shopping	42	Historical Sites	32	Day Hiking	30	Wildlife Watching	29
2012	Scenic Driving	66	Nature Photography	35	Shopping	33	Lewis & Clark Sites	28	Historical Sites	27

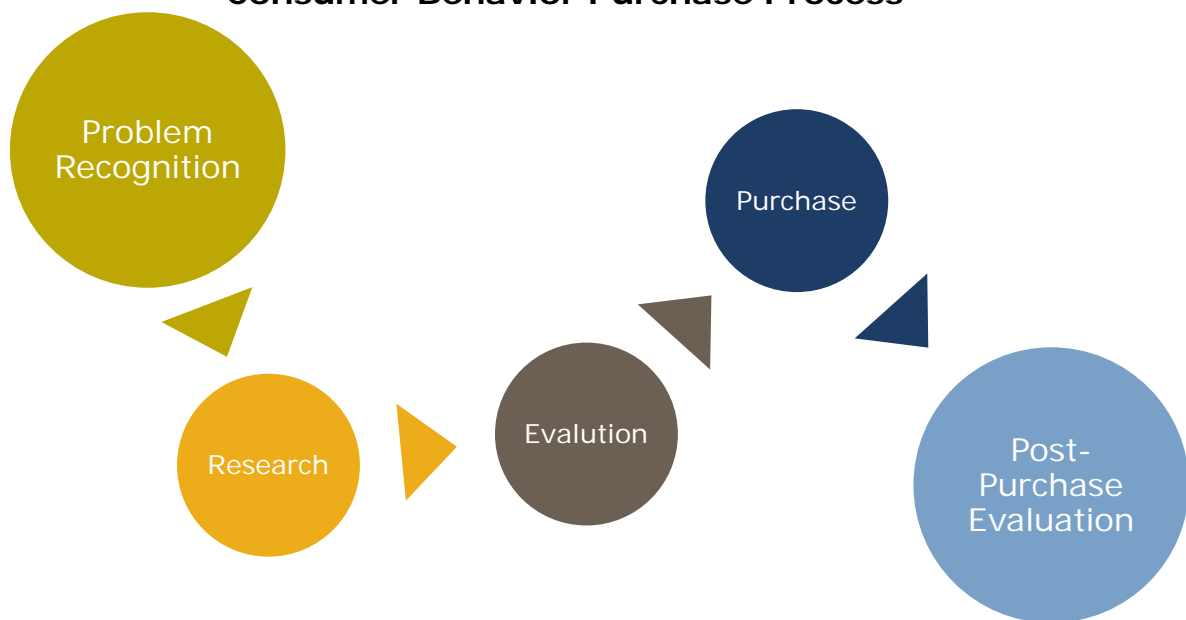
Along with this, and the entire Destination Analysts research completed in October 2016 for the State of Montana, we see Great Falls' ability to capitalize on State strategies, and messaging, with our current market of Family and History Buffs as well as our emerging market of Single Income/Double Income No Kids.

The Great Falls emerging market is 34-year-old and younger, a segment that is trending nationally, and that we saw 19% of last year. Great Falls Montana Tourism continues to build assets that are designed to attract them to Great Falls

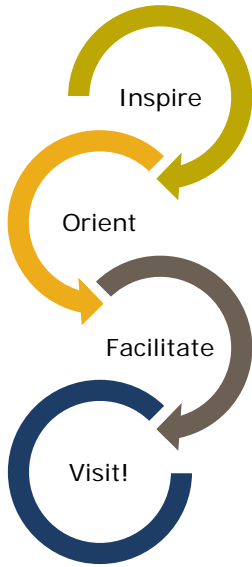
for authentic experiences that contain a unique mix of outdoor and cultural experiences, focusing on our strengths.

While the State of Montana will work to inspire and orient with their marketing message, Great Falls Montana Tourism will focus on refinement of the inspiration and orientation to Great Falls and facilitation of experiences through our strategies. Throughout our Marketing Strategies, we develop messages that follow the consumer behavior purchase process using a formula that will inspire them to choose Great Falls.

### Consumer Behavior Purchase Process



Anytime a purchase occurs, it requires dissatisfaction, in its broadest form. For travel decisions, the dissatisfaction is either too much work and the need for a break, an experience that hasn't been had, or peers having an experience you want to be able to be included in. Once the potential visitor has determined they are going to travel, they begin researching where to go, what to do, and what experiences to have. This is where our efforts to inspire and orient begin and where peer influencers can be helpful, by also sharing inspiration. Studies show consumers are 85% more likely to act based on a recommendation of a peer, or a friend of a peer than any paid media.

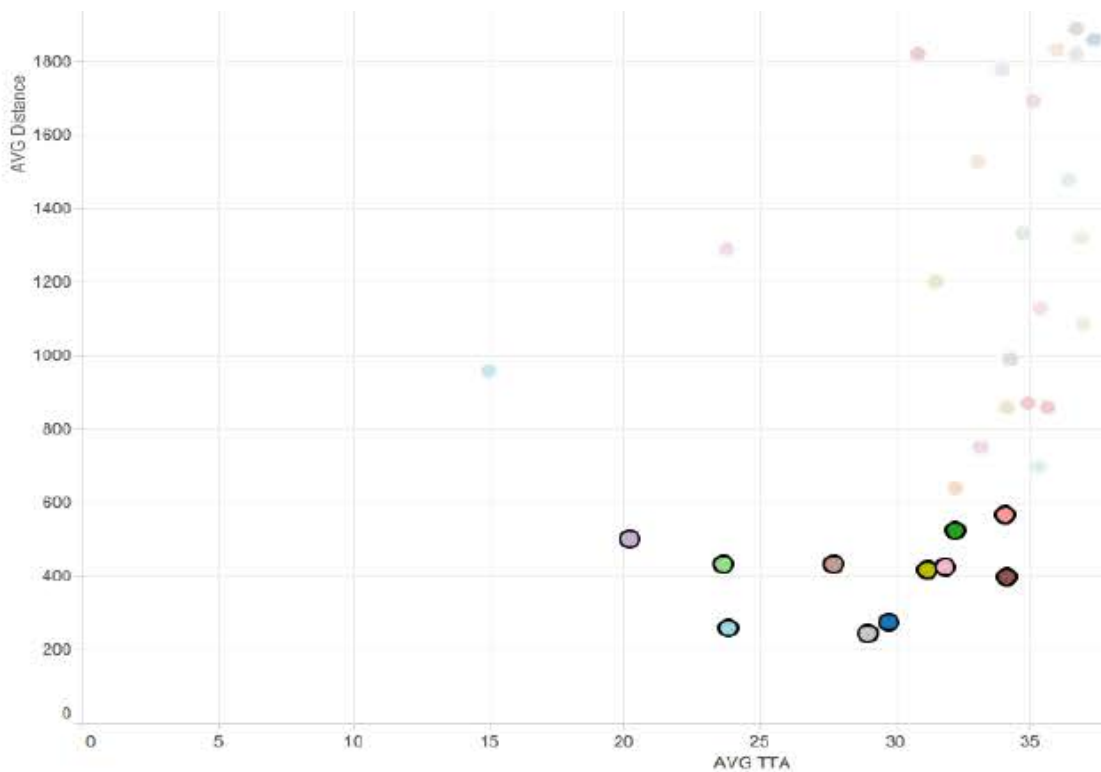


During the evaluation stage, consumers are working to find one option over another. This is when we begin to orient them on how to get to Great Falls, where they can stay, and facilitate the experience they can have to have. Done correctly, the purchase phase occurs and the visit to Great Falls occurs. After the visit to Great Falls, an evaluation of the purchase occurs – and Great Falls consistently delivers on the expectations it sets, and the consumer is satisfied and makes a second trip to Great Falls, as research shows 78% of people coming to Great Falls have been here before.

Knowing what activities visitors like to experience, how they make decisions, and how to help influence the decisions at each stage is cornerstone to Great Falls

Montana Tourism’s Marketing Strategies, both for the Leisure and Business market segments.

Timing of message is critical. Through the State of Montana Department of Commerce’s Office of Tourism and Business Development Arrivalist data, we know that our leisure drive market [within 600 miles] arrive within 35 days of connecting with a marketing message. This provides a smaller lead time to deliver a message to produce results with our leisure traveler strategy.



The business segment is planning now for conventions and meetings in 2020 and beyond, with decisions occurring year-round, based on the industry segment.

## Objectives

Our core objectives through our marketing efforts are driven by Great Falls Montana Tourism's Vision to strengthen the Great Falls Montana economy by being the preferred choice for a genuine Montana experience.

Objective 1 | Increase awareness of Great Falls, Montana as a tourism destination for leisure travelers to visit by personal vehicle, using Montana's Basecamp for Art & Adventure message.

Objective 2 | Promote established and new signature events to leisure travelers in drive markets from 150 – 600 miles from Great Falls, Montana. Use established and new signature events as bleisure travel opportunities with meeting planners.

Objective 3 | Increase awareness of Great Falls, Montana as a tourism destination for leisure travelers to visit by air, using Montana's Basecamp for Art & Adventure message.

Objective 4 | Increase awareness of Great Falls, Montana with meeting planners as a destination for 300-900 room night meetings looking for the affordable and convenient genuine Montana experience: hiking, biking, fly fishing, outdoor excursions at parks, and natural attractions, dining, breweries, historic attractions and museums.

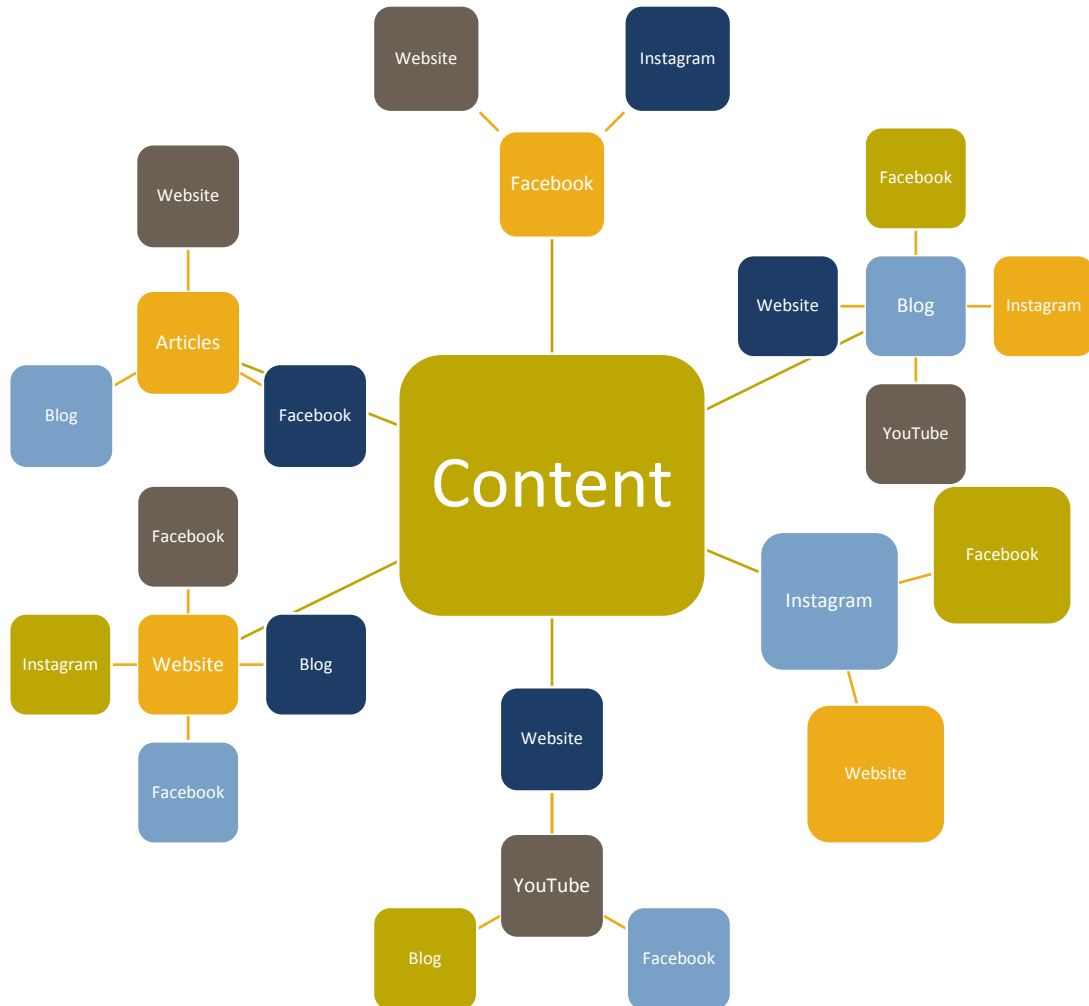
Objective 5 | Support local entrepreneurs who look to create more tourist-centric activities and attractions, based on strategic needs, that strengthen Great Falls' marketability as a destination.

Objective 6 | Increase October-May travel through meeting planners and leisure travelers.

## Leisure Traveler Strategy

Great Falls Montana Tourism's leisure strategy is steeped in developing appropriate content for our market segments that will cross-populate media channels to facilitate a decision to visit Great Falls, Montana.

## Content Sharing Matrix



With Great Falls Montana Tourism’s limited, and declining budget, the content we develop is leveraged on multiple platforms, to encourage engagement and can mostly be done by our current team. Great Falls Montana Tourism uses developed content in the following strategies:

- Adventure Awaits Emails | Delivered to our email database of inquiries approximately 6 times a year, with each email delivered no less than 35 days prior to season changes, signature events and start of desired activities.
- Basecamp Blog | Weekly stories about all the is Great Falls, Montana. The annual schedule of blog topics and posting consider holidays and events in the next 40 days, activities available by season, unique features, new experiences, and tips of how to make the most of a trip to Great Falls.
- Facebook | Posts are strategically planned weekly throughout the year, considering the market the post is directed to. The Great Falls Montana



Tourism Facebook market is: 56 years old and older, female and from Canada. Posts look to encourage engagement to connect with visitors planning trips to Montana. A mix of posts that share Tourism developed content, news, feature local businesses, landscape images, recreational amenities, and events. Posts will balance information transfer for sharing and question asking for comments.

- Instagram | A photo rich site dominated mostly by 35-year olds and younger has high engagement, however, a posting should occur at minimum, daily. Fresh and different content is essential across platforms. Posts should be relative to other content posting and drive traffic to deeper engagement opportunities.
- YouTube | The photo is good, but a full video that shows the entire story is better. Great Falls Montana Tourism will look to add video content from Champions as well as produced paid content that reinforce the unique assets of Great Falls as Montana's Basecamp for Art & Adventure.
- VisitGreatFallsMontana.org | Increasing content related to top activities and increased interests is essential for the growth of the website. Dedicated pages to information and resources along with quality images and videos help inspire, orient and facilitate visitors.

#### Joint Ventures

Great Falls Montana Tourism has greatly appreciated previous joint ventures with the Office of Tourism and Business Development, Central Montana, and Great Falls International Airport. These joint ventures strategically leverage our limited budget and will continue to be staples in our leisure traveler strategy. Great Falls Montana Tourism will take advantage of joint ventures that fit with our market, strategy and message focus.

#### Trade Shows

Great Falls Montana Tourism will attend the Calgary Outdoor Adventure and Travel Show in March 2019, the Calgary Women's Show in October 2019 and the Denver International Sportsmen's Expo in January 2019. These shows provide an opportunity to hear from the market about their interests and share the Great Falls, Montana story.

#### Media Placement

Great Falls Montana Tourism is strategically focused on continually increasing the investment in paid media placement. The landscape for paid media placement is extremely competitive and increasingly saturated with competitor messages. With a limited budget, compared to our competitors, Great Falls will continue to place higher value on digital placement than print; and higher value on digital placement that drives traffic to focused content. Our strategic approach to leveraging partner placements to further the Basecamp message will continue, looking at the media

placed by our partners and either placing additional media or allowing their placement to stand alone so our investment can be placed elsewhere.

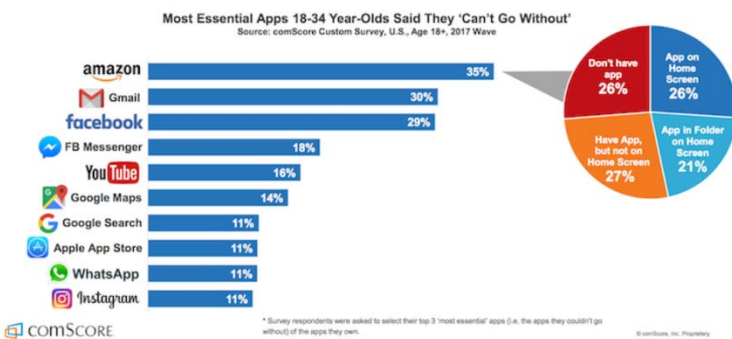
### Events

Great Falls plays host to a great number of wonderful events, however, Great Falls Montana Tourism is directly involved with two; Western Art Week, a staple to our community, and our newest effort, Great Falls Montana Restaurant Week – Montana’s Biggest. Great Falls Montana Tourism will continue an investment to support these key events as well as make investments to develop new signature events that support our strategic priorities. Specific to Western Art Week in 2019, Great Falls Montana Tourism will provide stipends for temporary staff to collect surveys during Western Art Week to determine the economic impact of the event.

### Visit Great Falls App

The Visit Great Falls App was developed in support of our strategic priority to be prepared for the next generation of leisure travelers. 18-24 year old are the highest user of apps, spending 93.5 hours each month on smartphone apps. The app this group uses the most is Amazon and uses 9 apps total throughout any given day. In a month, this group uses 30 different apps. This is a relatively new media, and we know the current Visit Great Falls App is used to find out about events. People do rely on a handful of apps and uninstall apps regularly because they don't use them anymore. Great Falls Montana Tourism is new to apps, however, being able to grow with the emerging travel market is

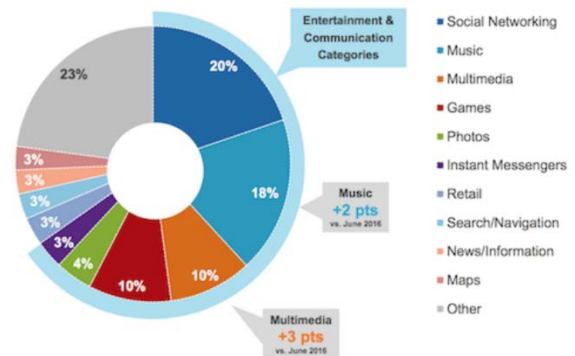
key. Our efforts will continue to evolve as we watch how Visit Great Falls App is used and the trends of apps are followed.



Source: [comScore](#)

key. Our efforts will continue to evolve as we watch how Visit Great Falls App is used and the trends of apps are followed.

Share of Mobile App Category Time Spent



COMSCORE

Source: [comScore](#)

Great Falls Montana Tourism utilizes the app to support signature events and conventions and will continue to leverage the platform to support and grow our tourism effort. Investments will be made to improve the app to match the uses of apps to the

market that uses them and the objectives of Great Falls Montana Tourism's overall marketing strategy.

#### Montana's Basecamp Visitor Magazine

The historic large format content pieces Great Falls Montana Tourism has developed have been successful. This content has increased traffic to our website and engaged readers for over 5 minutes. These impressive results, along with the continued decline in requests for visitor guides, and ever increasing mobile website usage, Great Falls Montana Tourism is going to develop a content rich online magazine that will have stories about day hikes, scenic drives, historic sites, and other topics that we know, based on previous visitor's activities, our visitors are interested in. This easy read, content heavy magazine will serve to inspire and facilitate visitors and provide support to other marketing strategies.

#### Photo & Video Library

Great Falls Montana Tourism, through Facebook, our website and Instagram can easily use 580 emotion evoking images each year along with various length videos. We will continue to source photos and videos through photo and video solicitations, staged photo shoots, hired photo and video productions and Great Falls Champions.

#### Great Falls Champions

This effort is driven by two elements: 78% of visitors have been to Great Falls before AND consumers are 85% more likely to act based on a recommendation of a friend, or a friend of a friend than any paid media. This effort has multiple components and will grow and evolve each year. The current phase of implementation will include securing Great Falls Champions that will be advocates for our community and who will utilize a web-based platform to easily share our content through their social channels. Our efforts will continue to get more formalized, with commitments from Champions to share blog content, photos, videos, and volunteering for strategic efforts. The initial Champions effort includes education through Great Falls College MSU to ensure our Champions are fully prepared to share Great Falls' story.

MAFB Welcome to Great Falls | Montana's Basecamp for Art & Adventure  
Great Falls Montana Tourism staff has worked with Malmstrom Air Force Base leadership and committed to provide regularly scheduled presentations to service personnel new to Base. These presentations will:

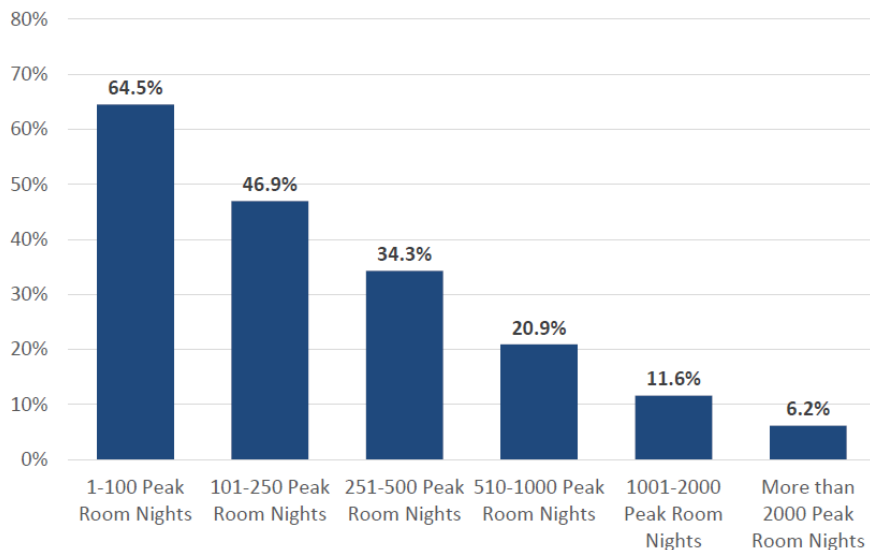
1. Educate new personnel about what Great Falls has to offer
2. Encourage those newly stationed to experience Great Falls
3. Share what resources are available to have a Great Falls experience
4. Ask them to invite friends and family to Great Falls

### Business Traveler Strategy

Great Falls Montana Tourism is relatively new to the Convention and Meeting effort. However, plan to continue to make a balanced investment in research, building relationships and incentivizing the right projects. Our focus for the collective business traveler is two-fold. The first is to secure multi-property filling conventions and meetings. The second is to promote the leisure opportunities available to the meeting planners, and attendees to the conventions and meetings to turn the business traveler into a bleisure traveler and to bring the attendee back, with their family, for a leisure trip.

### Meeting Planner Message

The majority of meetings nationally produce 250 room nights on peak or less, according to 2017 Destination Analyst research.

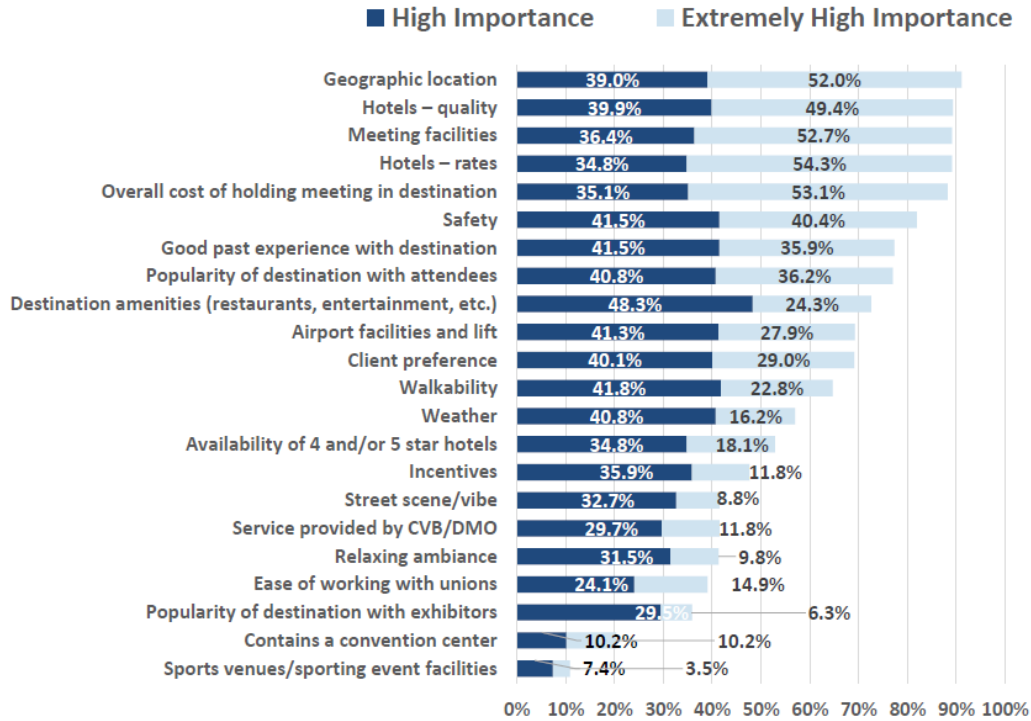


That same Destination Analyst research indicates the meeting planners top 5 success factors include attendee satisfaction, Number of Attendee Registrations and staying in budget.



With a very large industry, delivering a message that cuts through the clutter is essential. Our efforts are focused on ensuring planners are successful. The content delivered to meeting planners is focused on the top 5 success factors and education on decision drivers. Great Falls Montana Tourism knows that geographic location, quality and rates of hotels, types and availability of meeting facilities and budgets, are key drivers in choosing a location.

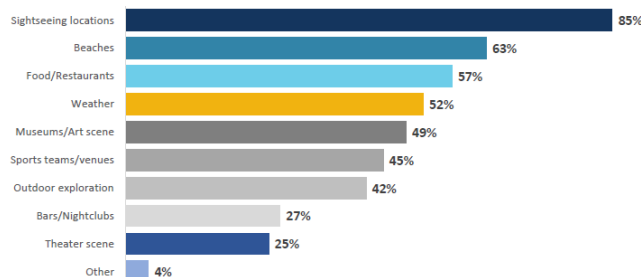
### Factors that Drive Location Decision



Passing on a given location is primarily driven by budget.

Bleisure travelers are business travelers that add on to their trip for leisure. Research from Expedia Media Solutions indicates 43% of business travelers will add leisure, equal to the number of days of the business travel. Factors that influence the bleisure decision include sightseeing locations, museums/art scene and outdoor exploration.

### Factors Influencing Bleisure Decision



### Meeting Planner Monthly Email

Great Falls Montana Tourism will continue to send a monthly meeting planner email to our database of meeting planners. The database is a complete list of meeting planners we have met with at tradeshow and meeting planner events, meeting planners we have worked with in the past, and new meeting planners we have prospected through Empowermint+ or independent research. Through our collective strategic efforts in the Business Traveler segment, the database continues to grow.

The email a regular follow up with meeting planners to reinforce the Great Falls Montana message to educate and inform planners of Great Falls' capacity, venues, hotels, past business case studies, and services provided by Great Falls Montana Tourism. Highlights include information about familiarization trip opportunities, new announced projects that are industry specific, and upcoming bleisure opportunity events. An emphasis is always placed on Great Falls Montana Tourism's acceptance of open request for proposals.

### Meeting Planner Networking Events

These opportunities provide Great Falls, Montana face-to-face conversations with meeting planners who are looking to book business for clients in the west or northwest region. During the networking events, our team has the ability to visit with meeting planners about current and future request for proposal specifications, business needs for the next 3-5 years and how Great Falls can meet the needs they have during a set appointment. Previously, Great Falls Montana Tourism has attended Networking Events offered through:

- Connect
- IMEX
- Smart Meetings
- Montana Society of Association Executives

with good success. The key to making the previous and current investments produce results in consistency. Attending, meeting, networking and follow-up communication introduces Great Falls and continues to reinforce our unique opportunities and competitive advantages. Great Falls Montana Tourism will participate in four meeting planner events during FY 19 through Connect, Smart Meetings, Small Market Meetings, and Montana Society of Association Executives. Each provider gathers and hosts meeting planners differently, helping to diversify our lead profile. More preference will be provided to events that focus on planners planning in the northwest region that have agriculture, history, outdoor or adventure industry

### Impact Incentives

Great Falls Montana Tourism has a strong pipeline of high priority leads. The ability to incentivize our location based on impact helps land deals. There are a

few different ways to provide incentives through the proposal process. Incentives can include:

- Tourism Team Time for a specific Task
- Added Value through App modules
- Fundraising Assistance
- Coordination of a dignitary's attendance
- Cash

New for FY19, Great Falls Montana Tourism will utilize a formula to provide for Impact Incentives to respond quickly during the proposal stage. These incentives would be provided to open and viable requests for proposals based on the following formula:

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estimated total event attendance X current average value of one overnight visitor

X total # of days in Great Falls X 2% = Maximum Impact Incentive

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An example of this formula using the 2020 Montana Governor's Conference on Tourism.

400 people x each spending on average \$270 x for 3 days x 2% = \$6,480

The impact incentives would be used to produce immediate results on high impact opportunities and let meeting planners know Great Falls Montana Tourism is ready for their business.

#### Recruitment Incentives

Great Falls Montana Tourism's sales strategy includes having branded items to use as gifts, giveaways or support materials to be used at trade shows, meeting planner events, and exhibition events. Recruitment incentive materials will include items such as logoed pens, notepads, banners, flyers, and trade show displays. This investment also includes attending events, meetings, or trade shows to make connections and strengthen existing relationships with planners of meetings or potential future business.

#### Familiarization Trips

The goal of a familiarization trip is to invite meeting planners with open and viable requests for proposals to Great Falls for a hands-on experience of our venues, hotels, and attractions. Familiarization trips help the meeting planner see the possibilities of hosting their event in Great Falls, build strong relationships between our Great Falls Team and the meeting planner. The Tourism Team will build an inclusive itinerary that focuses on the needs of the RFP and considers the market

segment that the meeting planner serves. (ie. Agriculture, military, outdoors, etc.) We will invite meeting planners with RFPs servicing 300-900 room night clients. This opportunity will be provided strategically to meeting planners that Great Falls Montana Tourism has vetted that have a highest probability of bringing new business to Great Falls, Montana.

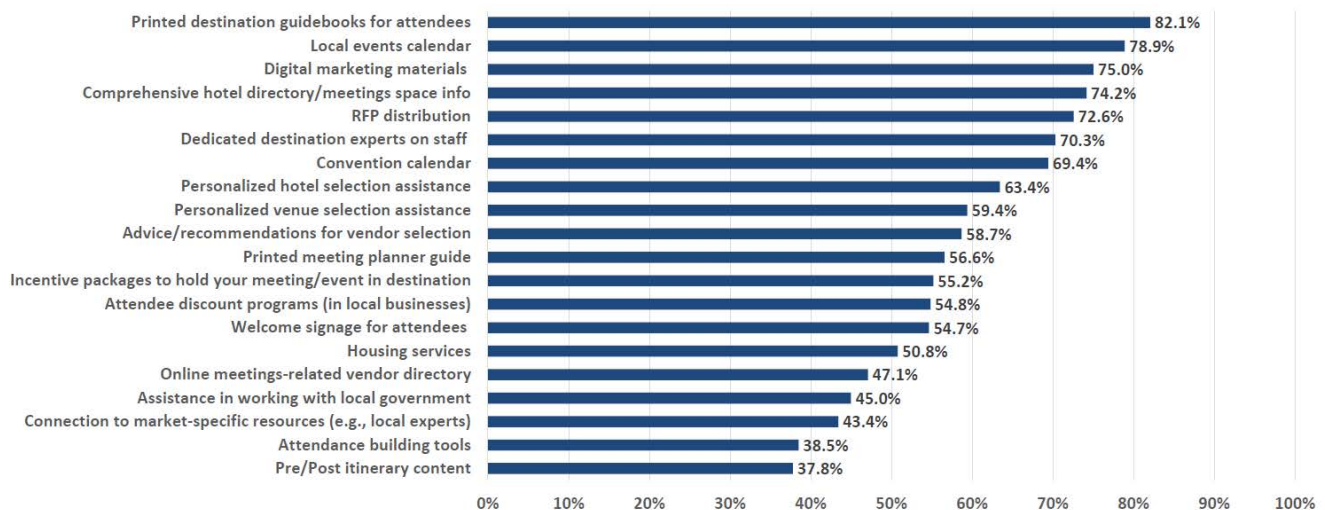
### Local Outreach

Great Falls Montana Tourism knows our local community has amazing leadership that is well connected throughout their respective industries regionally and nationally. Our Tourism Team will continue to deliver Bring it to the Basecamp outreach to local business leaders, civic clubs, and networking groups. This outreach focuses on getting individuals to look at their personal network – both business and social to provide leads for Great Falls Montana Tourism to follow.

### Development of Services

As we look to compete regionally and nationally, Great Falls Montana Tourism will continue to take strategic steps to develop the DMO Services that meeting planners desire, use and need.

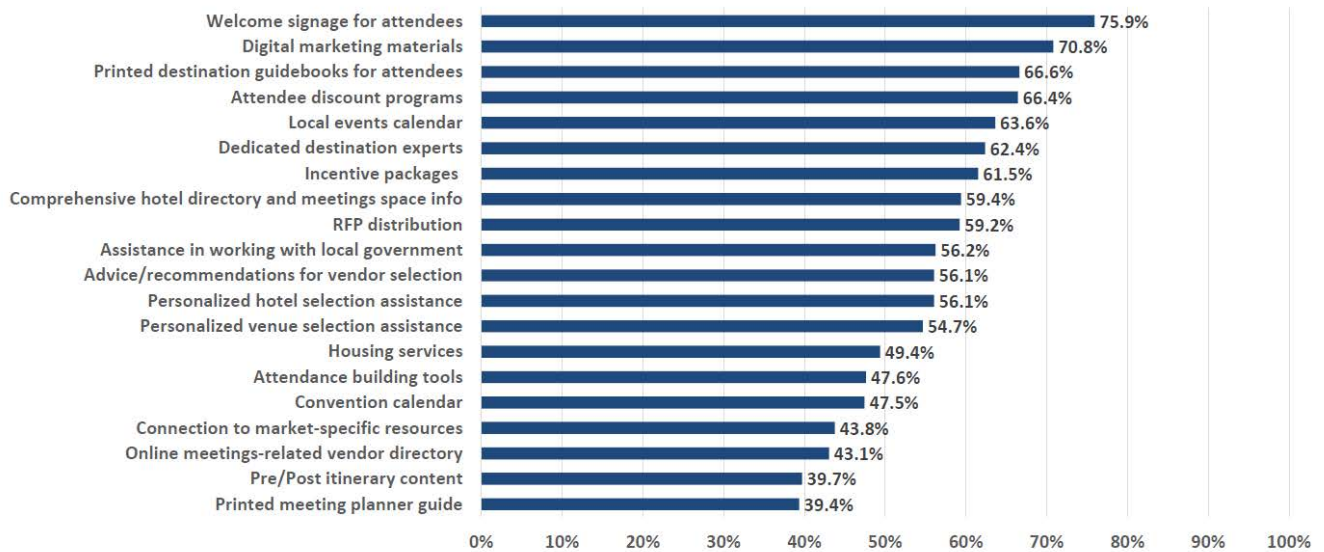
**DMO Services Meeting Planners Know Of**



Great Falls Montana Tourism currently has capabilities in these core services. With our Visit Great Falls App, newly implemented incentive plans, and attendance building work, Great Falls is working to position itself with the services meeting planners want to use.



## DMO Resources Meeting Planners Want to Use



### Focus on the Future

Great Falls Montana Tourism is making the commitment to stay focused on implementing and refining our strategic marketing plan, refining operations, and preparing for growth. Our time is limited and best spent on producing high-impact results for Great Falls.

In the past two years, Great Falls Montana Tourism has:

1. Strategically aligned the City of Great Falls' Tourism efforts
2. Adopted one 5-year Strategic Plan
3. Hired an Executive Director, Business Development Director and Tourism Assistant to further its efforts
4. Developed internal operational systems and processes
5. Secured Customer Relationship Management systems
6. Started email distribution to consolidated inquiry lists
7. Created a blog
8. Launched a Tourism website, [www.VisitGreatFallsMontana.org](http://www.VisitGreatFallsMontana.org)
9. Established an Instagram and YouTube presence
10. Established a Great Falls Montana Tourism Marketing Strategy
11. Consolidated all Great Falls Montana Tourism efforts into one location
12. Developed and launched the first version of Visit Great Falls App
13. Began Certified Destination Management Executive Certification
14. Continue to assess and develop plan to improve Montana ExpoPark
15. Created a NEW signature event

Great Falls Montana Tourism will work to ensure our current efforts produce results so that in the future, our organization can:

- Create broader City of Great Falls tourism content for top-performing planning and booking sites, including TripAdvisor and other travel websites about area attractions, shopping, restaurants, outdoor recreational destinations, and events.
- Establish Great Falls Montana Tourism as an industry leading Destination Management Organization
- Grow capabilities of Convention and Meeting services to meet meeting planner needs
- Provide ongoing education to restaurants, hotels, and retail businesses to solicit Yelp and Google reviews of their businesses
- Encourage restaurants, hotels, and retail businesses to establish and maintain their digital reputation by respectfully replying to critiques and leverage the feedback to improve services and overall facilities
- Support Great Falls, Montana workforce recruitment efforts
- Identify gaps in Great Falls, Montana’s destination experience and support the development of efforts to fill those gaps
- Strategically approach recruitment of Sporting Events into Great Falls
- Increase investment and develop innovate approaches in opportunities that meet our strategic objectives to grow non-peak visitation; develop and grow the pipeline; celebrate, support and create assets; build Great Falls; and develop and retain talent

### Key Performance Indicators

Great Falls Montana Tourism uses a performance dashboard that focuses our efforts on the key performance indicators that determine if marketing efforts are on track to meet strategic objectives. Our FY18 indicators and performance are below, with one quarter left in the Fiscal Year.

Demonstrate Operational Excellence		Previous Year
Increase Occupancy Year to Date 1.5%	0.4%	57.70%
Increase Annual Room Demand 1.5%	-1.0%	461,832
Increase Annual RevPAR 4%	4.5%	3%
Renew Tourism Business Improvement District	Renewed!	NA
Build Team Great Falls		
Increase attendance at Signature Events		NA
Increase traffic through GTF 2%	-41%	-6%
Launch Great Falls Champions Program	25%	10%
Grow Shoulder & Off-Peak Visitation		
Secure 4 NEW Business Travel Commitments	1	0
Celebrate, Support & Create Assets		
Launch Great Falls App	Launched!	NA
Complete ExpoPark Study	75%	NA
Develop & Grow the Tourism Pipeline		
Increase Facebook engagement to 13,200	25,230	NA
Deliver 6 Great Adventure Updates to Inquiries	3	4

Establish 80,000 website unique visitors	64,312	90,091
Establish 1,500 Instagram followers	699	339
Deliver 52 engaging blog posts	36	NA
Increase non-resident Visitors who spent one night 5%	-52%	44%
as of		31-Mar-18

Great Falls Montana Tourism saw success mixed with some areas still needing focus. Limited marketing investment during the organizational development of Great Falls Montana Tourism, coupled with a soft Alberta economy, development of a Business Development Director, slow ag economy, a larger than normal fire season, and larger investments by peer cities in marketing combined to negatively impact some of our results.

With two new lodging properties, increased investment in leisure media placement, a completed Montana ExpoPark vision and strategy, and a strong effort with meeting planners, Great Falls Montana Tourism will stay stingy with our time and committed on implementing and refining our strategic marketing plan, refining operations, and preparing for growth to produce high-impact results for Great Falls, Montana.

In Fiscal Year 19, Great Falls Montana Tourism will look to:

1. Increase Occupancy Year to Date 1.5%
2. Increase Annual Room Demand 1.5%
3. Increase Annual RevPAR 6%
4. Increase participation in Great Falls Montana Restaurant Week
5. Launch another NEW Fall signature event
6. Increase Room Demand During Western Art Week
7. Increase traffic through GTF 5%
8. Secure 4 NEW Meeting and Convention Commitments
9. Increase non-resident Visitors who spent one night 5%
10. Deliver 26 engaging, social-share-worthy, blog posts
11. Establish 1,500 Instagram followers

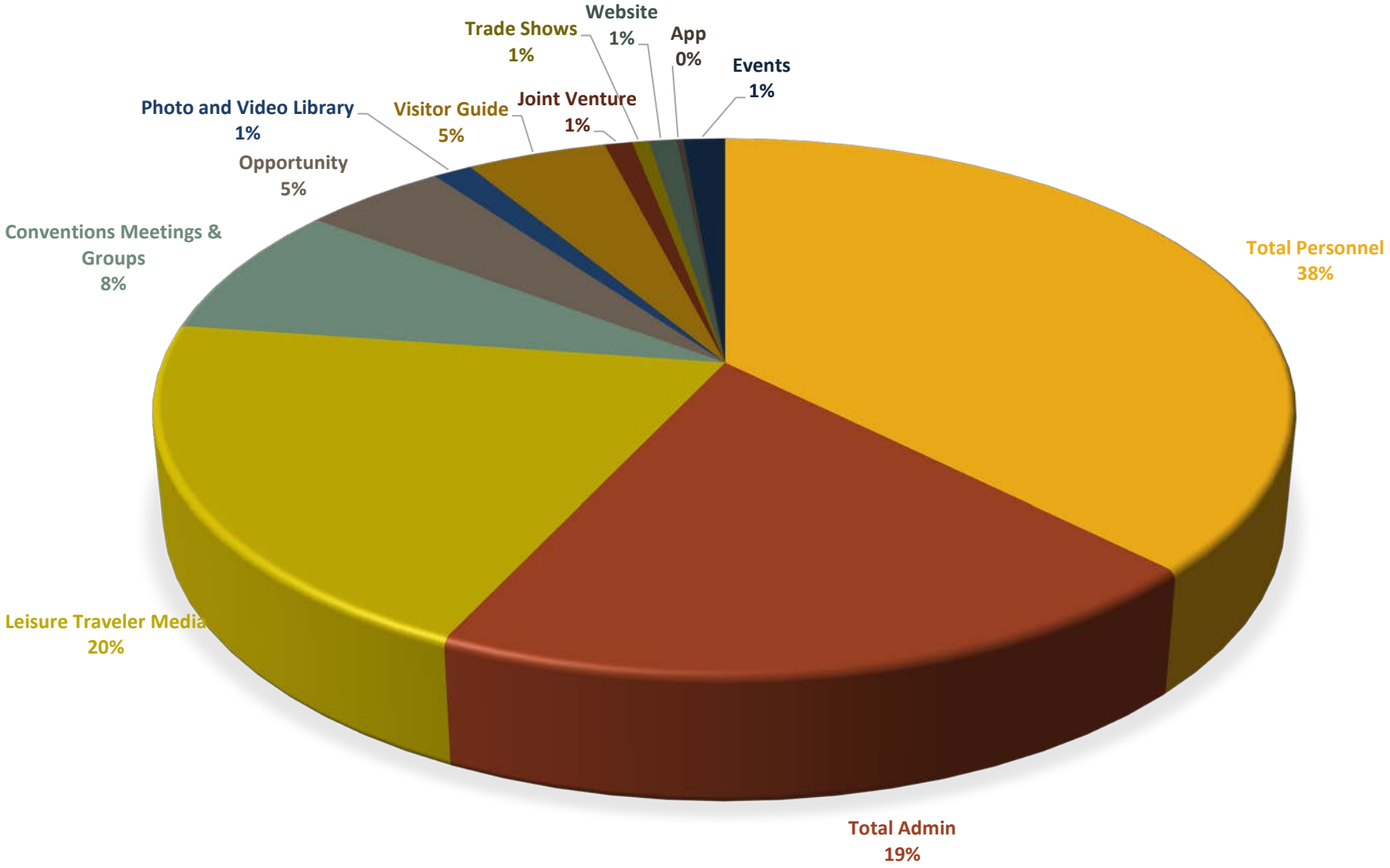
Great Falls Montana Tourism Budget Summary

July 1, 2018 - June 30, 2019

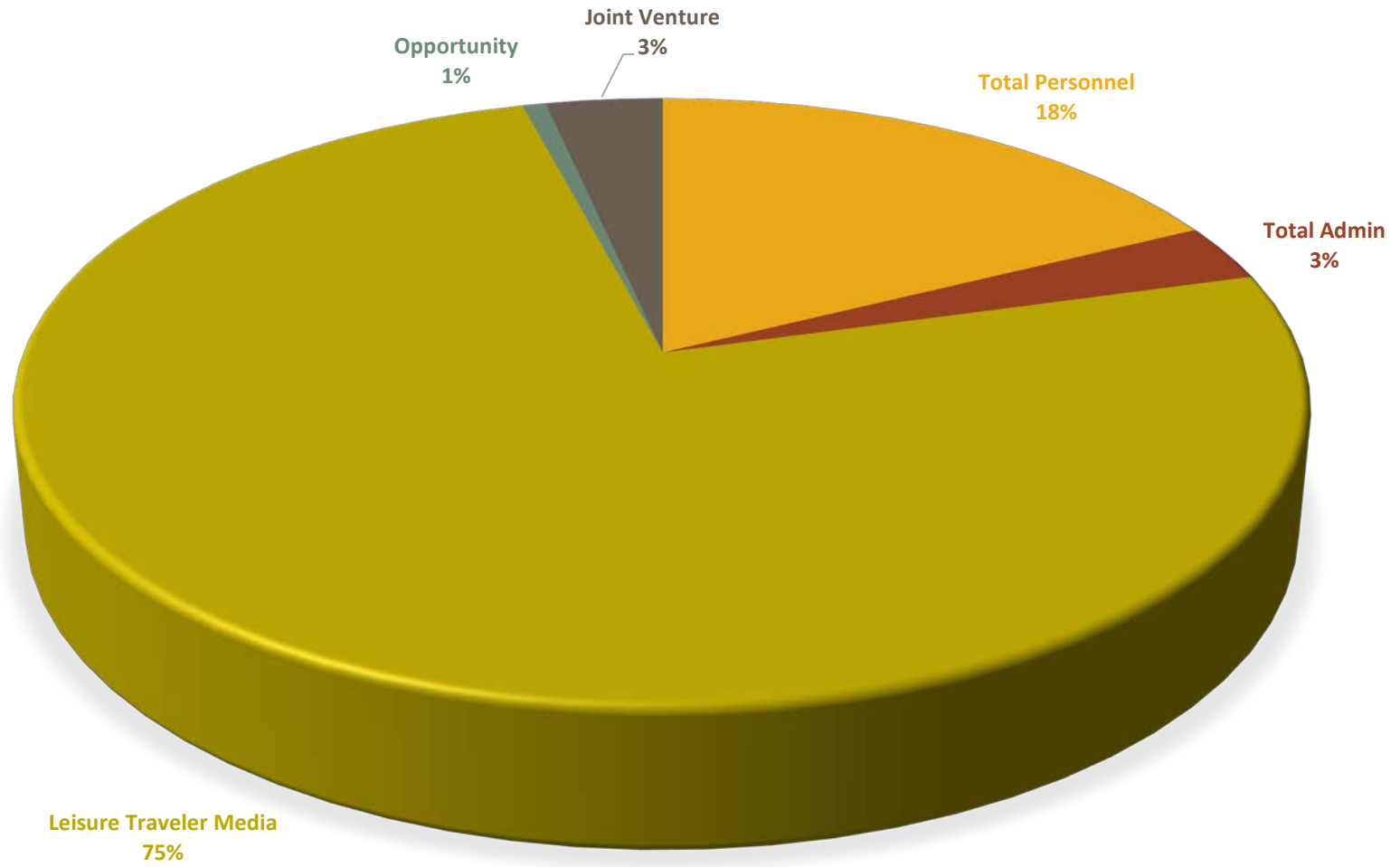
Adopted by Convention and Visitors Bureau Board of Directors and Tourism Business Improvement District Board of Directors 4-19-2018

	CVB	GENERAL	TBID	Total		National
<b>Income</b>						
Bed Tax	\$146,524	\$0	\$0	\$146,524		
TBID Assessment	\$0	\$0	\$362,590	\$362,590		
Membership	\$0	\$10,000	\$0	\$10,000		
Advertising	\$0	\$20,750	\$3,000	\$23,750		
<b>Total Income</b>	<b>\$146,524</b>	<b>\$30,750</b>	<b>\$365,590</b>	<b>\$542,864</b>		
<b>Expenses</b>						
<b>Personnel</b>						
Wages	\$25,865	\$0	\$129,655	\$155,520		
Payroll Expense		\$0	\$48,114	\$48,114		
<b>Total Personnel</b>	<b>\$25,865</b>	<b>\$0</b>	<b>\$177,769</b>	<b>\$203,634</b>	38%	47%
<b>Administration</b>						
Rent	\$0	\$0	\$12,245	\$12,245		
Accounting	\$0	\$0	\$8,100	\$8,100		
Memberships	\$0	\$0	\$14,410	\$14,410		
Subscription	\$0	\$0	\$23,970	\$23,970		
Phone	\$0	\$0	\$4,200	\$4,200		
Utilities	\$0	\$0	\$0	\$0		
Maintenance	\$0	\$0	\$2,580	\$2,580		
Supplies	\$0	\$0	\$10,000	\$10,000		
Postage	\$0	\$1,000	\$1,000	\$2,000		
Parking	\$0	\$0	\$720	\$720		
Insurance	\$1,890	\$0	\$2,800	\$4,690		
Professional Fees	\$1,550	\$0	\$9,850	\$11,400		
TAC	\$1,000	\$0	\$0	\$1,000		
Professional Development	\$0	\$0	\$8,000	\$8,000		
Travel	\$0	\$0	\$2,500	\$2,500		
<b>Total Admin</b>	<b>\$4,440</b>	<b>\$1,000</b>	<b>\$100,375</b>	<b>\$105,815</b>	19%	11%
Leisure Traveler Media	\$110,219	\$0	\$0	\$110,219	20%	
Conventions Meetings & Groups	\$0	\$0	\$43,246	\$43,246	8%	
Opportunity	\$1,000	\$0	\$25,000	\$26,000	5%	
Photo and Video Library	\$0	\$0	\$7,000	\$7,000	1%	
Visitor Guide	\$0	\$25,250	\$0	\$25,250	5%	
Joint Venture	\$5,000	\$0	\$0	\$5,000	1%	
Trade Shows	\$0	\$0	\$3,000	\$3,000	1%	
Website	\$0	\$0	\$5,000	\$5,000	1%	
App	\$0	\$0	\$1,200	\$1,200	0%	
Events	\$0	\$4,500	\$3,000	\$7,500	1%	
<b>Total Expenses</b>	<b>\$146,524</b>	<b>\$30,750</b>	<b>\$365,590</b>	<b>\$542,864</b>	43%	47%
<b>Net Profit</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

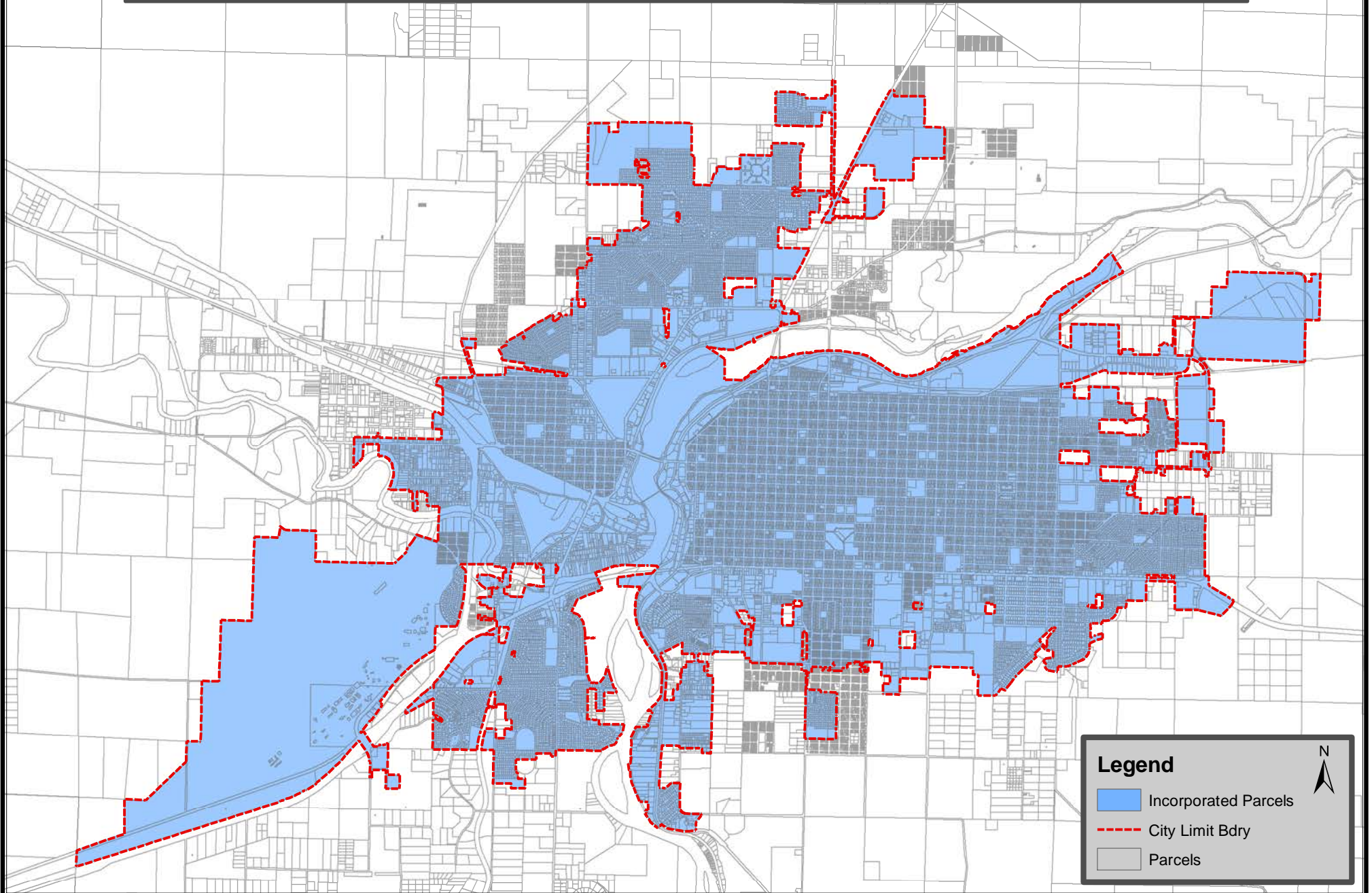
**FY19 TOTAL BUDGET**



### FY19 LODGING TAX BUDGET



# Tourism Business Improvement District No. 1307 Map of District Boundaries





**Item:** Resolution 10239 Intent to Increase Property Tax.

**From:** Gregory T. Doyon, City Manager

**Initiated By:** Statutory Budget Requirements

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** City Commission Conduct Public Hearing and Adopt Resolution 10239.

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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/deny) Resolution 10239."

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

**Staff Recommendation:**

Staff recommends the City Commission adopt Resolution 10239.

**Background:**

Prior to the adoption of the City's annual budget the City is required to hold public hearings on 1) the intent to increase revenue from property taxation, and 2) the proposed annual budget. This action would schedule the public hearing on the intent to increase revenue from property taxation.

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

For Fiscal Year 2019 (Tax Year 2018) as provided by the Montana Department of Administration, the allowable inflationary adjustment is .82%. This amounts to \$127,721 of additional revenue.



Sections 15-10-420 and 2-9-212(2)(a), MCA, also allow property tax levy increases for premium contributions for group benefits. The City is proposing an additional 1.93% property tax levy increase for health insurance premiums. This would provide \$300,000 in additional revenue to help offset the health insurance increases in the General Fund. Health insurance premiums increased 8.2% for Fiscal Year 2019.

The total proposed allowable property tax levy increase is 2.75%.

The hearing on Resolution 10239 is the Intent to Increase Property Tax, whereas additional action by the City Commission will be needed in the future to set the increased mill levy. This will occur after the City receives its certified taxable value from the Montana Department of Revenue in August.

**Fiscal Impact:**

The fiscal impact of the proposed increase for inflation for a residential home with a taxable market value of \$100,000 would be approximately \$1.84 for Fiscal Year 2019. The fiscal impact of the proposed increase for the “Permissive Medical Levy” is \$4.30. The total impact on a residential home with a taxable market value of \$100,000 would be \$6.14 for the year. The fiscal impact of not authorizing the increase for inflation mills to the General Fund would result in a revenue shortfall of \$427,721 for the proposed budget.

**Alternatives:**

If the hearing on Intent to Increase Property Taxes is not held, the General Fund would need to determine alternative revenues from non-property tax sources. Other options include reducing proposed expenditures by \$427,721 or using General Fund fund balance of \$427,721. The General Fund fund balance is projected to be \$7.0 million (22.0% of expenditures) at the end of Fiscal Year 2019 without any additional use of General Fund fund balance. The City of Great Falls fund balance policy set in the Annual Budget resolution is a minimum of 22%.

**Concurrences:**

The proposed Fiscal Year 2019 Budget was presented by the City Manager on June 27th and July 11th at the City Commission Budget Work Sessions and July 3rd City Commission Work Session.

ATTACHMENTS:

- Resolution 10239

**RESOLUTION NO. 10239**  
**RESOLUTION OF INTENT TO INCREASE PROPERTY TAX**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019**

**WHEREAS,** Section 2-9-212(2)(b), MCA, requires the City to hold a public hearing and subsequently adopt a resolution of its intent to increase property tax revenue, prior to budgeting for any increase in property tax revenue from existing property, and

**WHEREAS,** Section 15-10-420(1)(a), MCA, allows the City to increase its annual property tax levy by "one-half of the average rate of inflation for the prior 3 years", and

**WHEREAS,** Section 15-10-420(1)(c), MCA, provides for the average rate of inflation to be calculated "using the consumer price index, U.S. City average, all urban consumers, using the 1982-1984 base of 100, as published by the bureau of labor Statistics of the United States Department of Labor", and

**WHEREAS,** the applicable consumer price indexes had a three year average of 1.64% and an allowed tax levy increase of **.82%** for Tax Year 2018, and

**WHEREAS,** MCA 2-9-212(2)(a) excludes a portion of a governmental entity's property tax levy for premium contributions for group benefits from the mill levy calculation limitation provided for in 15-10-420.

**WHEREAS,** MCA 2-9-212(2)(a) allows additional mill levy's for premium contributions for group benefits beyond the amount of contributions in effect.

**WHEREAS,** the applicable contributions increase allows the City to levy additional mills under MCA 2-9-212(2)(a), an allowed tax levy increase of **1.93%**.

**WHEREAS,** the notice of hearing on the City's intent to budget an increase in revenue from property taxation by **2.75%**, was published in accordance with Section 7-1-4127, MCA, as required by Section 2-9-212(2)(b), MCA, and

**WHEREAS,** the hearing on the City's intent to budget an increase in revenue from property taxation was held in accordance with Section 7-1-4131, MCA

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

The City Commission intends to budget the **2.75 percent** increase in property tax revenue allowed by Section 15-10-420, MCA.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, July 17, 2018.

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

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, City Attorney



**Item:** Resolution 10240 Annual Budget Resolution.

**From:** Gregory T. Doyon, City Manager

**Initiated By:** Statutory Budget Requirements

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** City Commission Conduct Public Hearing and Adopt Resolution 10240.

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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/deny) Resolution 10240."

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

Staff recommends the City Commission adopt Resolution 10240.

**Background:**

Prior to the adoption of the City's annual budget, the City is required to hold public hearings on 1) the intent to budget an increase in revenue from property taxation, and 2) the proposed annual budget.

The City started the Fiscal Year 2019 budget process with an initial City Commission priority setting session on March 27, 2018. The City Commission set informal budget priorities for the Fiscal Year 2019 Budget. This session was open to the public.

In March, the City Manager and Department Heads met to discuss 2019 budget priorities. The Departments' requested budgets were presented to the City Manager between May 21st and May 30th, 2018.

From these meetings and through the City Manager's direction, the Fiscal Year 2019 Budget was balanced. The Proposed Fiscal Year 2019 Budget was presented to the City Commission on June 27th, July 3rd, and July 11th at the City Commission Budget Work Sessions.

This agenda item is to schedule the annual public hearing on the budget for July 17, 2018. Section 2-9-212(2)(b), MCA, requires the City to hold a public hearing before passing a resolution stating its intent to increase property tax revenues.

Section 7-6-4024, MCA, requires that the budget be approved and adopted by resolution by the later of the first Thursday after the first Tuesday in September or within 30 calendar days of receiving certified taxable values from the Montana Department of Revenue.

Included in the budget resolution is the policy change of the fund balance policy for the General Fund from a minimum of 17% to 22%.

The setting of the tax levies will be scheduled when the Montana Department of Revenue has certified taxable values for the City of Great Falls, (usually in August).

**Fiscal Impact:**

The fiscal impact of the proposed increase for inflation included in the Fiscal Year 2019 Budget for a residential home with a taxable market value of \$100,000 would be approximately \$1.84 for Fiscal Year 2019. The fiscal impact of the proposed increase for the "Permissive Medical Levy" is \$4.30. The total impact on a residential home with a taxable market value of \$100,000 would be \$6.14 for the year (included in the Fiscal Year 2019 Budget). The fiscal impact of not authorizing the increase for inflation mills and permissive medical levy in the General Fund budget would result in a revenue shortfall of \$427,721 for the proposed budget.

**Alternatives:**

If the hearing on Intent to Increase Property Taxes is not held and the resolution is not passed, the General Fund would need to determine alternative revenues from non-property tax sources. Other options include reducing proposed expenditures by \$427,721 or using General Fund fund balance of \$427,721. The General Fund fund balance is projected to be \$7.0 million (22% of expenditures) at the end of Fiscal Year 2019 without any additional use of General Fund fund balance. The City of Great Falls fund balance policy set in the Annual Budget resolution will be 22%.

**Concurrences:**

The proposed Fiscal Year 2019 Budget was presented by the City Manager on June 27th, July 3rd, and July 11th at the City Commission Budget Work Sessions.

**ATTACHMENTS:**

- Resolution 10240
- Resolution 10240 Appendix A

**RESOLUTION NO. 10240**  
**ANNUAL BUDGET RESOLUTION**  
**A RESOLUTION RELATING TO FINAL BUDGETS AND ANNUAL**  
**APPROPRIATIONS FOR THE FISCAL YEAR**  
**BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019**

**WHEREAS,** Montana Code Annotated (MCA), 7-6-4024, requires that the budget be approved and adopted by resolution by the later of the first Thursday after the first Tuesday in September or within 30 calendar days of receiving certified taxable values from the Department of Revenue, and

**WHEREAS,** the notice of hearing on budget increase from property taxes was published in accordance with Section 2-9-212(2)(b), MCA, and

**WHEREAS,** the notice of hearing on preliminary budget was published in accordance with Section 7-1-4127, MCA, as required by Section 7-6-4021, MCA, and

**WHEREAS,** the hearing on preliminary budget and budget increase from property taxes was held in accordance with Section 7-1-4131, MCA, and Section 7-6-4024, MCA, and,

**WHEREAS,** the Official City Code of the City of Great Falls, Title 2, Chapter 3, Section 2.3.040 states the Municipal Court Clerk salary set by Commission resolution, and,

**WHEREAS,** the Government Finance Officers Association recommends an unreserved fund balance in the General Fund of “no less than two months of regular general operating revenues or regular general fund operating expenditures”,

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

Section 1. - Legal Spending Limits

The legal spending limits of the City of Great Falls are established at the fund level. Appendix A establishes each fund’s level. (7-6-4030, MCA)

Section 2. - Implementation Authority

- 2.1 The City Manager is hereby delegated appropriation authority for the expenditure of funds from any or all of the following:
- a. debt service funds for obligations related to debt approved by the governing body;
  - b. trust funds for obligations authorized by trust covenants;

- c. any fund for federal, state, local or private grants and shared revenue accepted and approved by the governing body;
  - d. any fund for special assessments approved by the governing body;
  - e. the proceeds from the sale of land;
  - f. any fund for gifts or donations; and,
  - g. money borrowed during the fiscal year. (7-6-4006, MCA)
- 2.2 The City Manager is hereby delegated authority to adjust appropriations funded by fees throughout the fiscal year in any or all of the following:
- a. proprietary fund appropriations (enterprise and internal service funds);
  - b. general fund for fee supported services;
  - c. information technology fund for fee supported mapping services;
  - d. natural resources fund for fee supported forestry services; and,
  - e. permits fund. (7-6-4012, MCA)
- 2.3 The authority to make transfers of appropriations between funds is retained by the City Commission.
- 2.4 The City Manager is hereby delegated the authority to make transfers or revisions within appropriations of any fund.
- 2.5 The City Manager may delegate to his department directors the authority to make transfers or revisions within or among appropriations of specific operations within a fund, limited to the division level of accountability.
- 2.6 Joint operating agreements approved by the governing body; insurance recoveries or dividends; hazardous material recoveries, and refunds or reimbursements of expenditures shall automatically amend the annual appropriations or reduce recorded expenditures whichever is correct in accordance with Generally Accepted Accounting Principles (GAAP).

### Section 3. - Appropriation Carryovers

Generally Accepted Accounting Principles (GAAP) require expenditures to be recognized in the fiscal year in which the goods or services are received.

- 3.1 Previous fiscal year appropriations for incomplete improvements in progress of construction, or segments thereof, are hereby declared authorized appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:
- a. related financing was provided in the prior fiscal year;
  - b. the appropriations were not obligated by year end;
  - c. the purpose was not included, or rejected, in current budget financing or appropriations; and,

- d. the City Manager determines the appropriation is still needed.
- 3.2 Outstanding purchase orders and other obligations, representing a City obligation to pay the claim after receipt of the goods or services, are recognized as "claims incurred". They are hereby declared authorized "carryover" appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:
- a. related financing was provided in the prior fiscal year;
  - b. the appropriations were not otherwise obligated by year end;
  - c. the purpose was not included, or rejected, in current budget financing or appropriations; and,
  - d. the City Manager determines the appropriation is still needed.

#### Section 4. - Appropriated Reserves

Reserves which have been established for specific purposes, such as Equipment Revolving Scheduled (ERS) reserves, are hereby declared to be appropriations available for expenditure according to the reserve purpose. They shall be acknowledged as current appropriations upon the determination by the City Manager that they are currently needed to serve their intended purpose. Unexpended reserves shall be carried forward to meet future needs in accordance with their purpose.

#### Section 5. Contingency Account

- 5.1 Contingency account appropriations are provided by the City Commission as flexible appropriations. They are intended to provide the City Manager with an effective management tool for adjusting to changing circumstances throughout the budgetary year.
- 5.2 The City Manager is delegated the authority to transfer part or all of any contingency appropriation and related financing. Use of contingency appropriations is restricted to transfers of that appropriation authority to specific operating budgets. Proper classification of expenditures to specific operations is required. Accordingly, charging of expenditures directly to Contingency accounts is prohibited.
- 5.3 The Contingency appropriation is a two part authorization, determined on whether cash funding has been allocated in the General Fund during budget development:
  - a. General Fund financed; and,
  - b. Unfunded - a specific fund cash balance, additional revenue, or other funding source must be identified before the "unfunded" contingency appropriation may be used.

#### Section 6. - Classification and Pay Plan

- 6.1 The objective of the City's Classification and Pay Plan is to enable the City to retain, and when necessary, recruit competent employees. Therefore, the Plan must be a dynamic



tool which is continuously updated.

- 6.2 The City Manager is authorized to administratively change the Classification and Pay Plan. Annual pay surveys, continual or periodic review of positions with changed duties or responsibilities, and additions to the classification plan of changed and new classes of work will assure that the Classification and Pay Plan remains current and equitably meets the needs of the City and its employees.

#### Section 7. - Budgetary Authority

References to statutes, or to consistency with statutory authority, are for information purposes only. Nothing in this resolution shall be considered to mitigate or compromise the City's self-governing authority.

#### Section 8. - Accounting Structure

Staff is hereby directed to establish and maintain City accounting structure in accordance with Generally Accepted Accounting Principles (GAAP). Statutes, ordinances, resolutions or other authoritative sources shall be implemented according to their intent and GAAP. Staff shall provide for conformance with the Commission's limits for financing and appropriation under authorized budgets whenever making proper modifications to accounting structure.

#### Section 9. – Municipal Court Clerk Salary

The City Manager is authorized to administratively set the salary of the Municipal Court Clerk using the following salary range:

Municipal Court Clerk	\$42,692 to \$64,038
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#### Section 10. – Fund Balance

As permitted by Section 7-6-4034, MCA, the General Fund unreserved fund balance shall be considered adequate at 22% of annual appropriations. All other tax levy supported funds shall be considered adequate at 17% of annual appropriations. An unreserved fund balance for other operating funds of the City shall be considered adequate at a range of 8% to 22% of annual appropriations for seasonal operations, and 8% to 22% of annual appropriations for all other operating funds.

Such unreserved fund balances shall be used to meet extended revenue cycles, meet short term economic difficulties, respond to unique opportunities, provide for one-time expenditures, and respond to emergency and disaster situations. The balances should not be available to meet recurring operating expenses.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,

July 17, 2018.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

Funds	Beginning Balance	+ Working Capital Sources			- Working Capital Uses			Ending Balance	Reserved Balance	Available Balance
		Revenues	Transfers In	Total Sources	Expenditures	Transfers Out	Total Uses			
General	6,992,892	31,886,718	0	31,886,718	30,206,911	1,661,607	31,868,518	7,011,092	0	7,011,092
<b>Special Revenue Funds</b>										
Park & Rec Special Revenue	543,130	60,100	0	60,100	84,094	0	84,094	519,136	325,352	193,784
Parkland Trust	19,522	0	0	0	0	0	0	19,522	19,522	0
Library	913,910	995,010	350,000	1,345,010	1,386,245	0	1,386,245	872,675	560,880	311,795
Library Foundation	246,696	108,275	0	108,275	102,775	0	102,775	252,196	252,196	0
Planning & Comm Dev	89,340	820,198	271,932	1,092,130	1,092,130	0	1,092,130	89,340	0	89,340
Central MT Ag Tech TID	911,070	225,340	0	225,340	17,724	0	17,724	1,118,686	1,118,686	0
Airport TID	107,685	21,162	0	21,162	2,049	0	2,049	126,798	126,798	0
Downtown TID	317,922	68,663	0	68,663	6,213	0	6,213	380,372	380,372	0
East Industrial Ag Tech TID	208,446	182,849	0	182,849	14,005	0	14,005	377,290	377,290	0
Economic Revolving	20,254	0	0	0	0	0	0	20,254	15,615	4,639
Permits	1,837,514	1,050,754	0	1,050,754	1,401,866	0	1,401,866	1,486,402	0	1,486,402
Licenses	0	0	0	0	0	0	0	0	0	0
Natural Resources	298,389	432,256	256,277	688,533	690,595	0	690,595	296,327	31,866	264,461
Portage Meadow	33,866	61,564	0	61,564	61,032	0	61,032	34,398	0	34,398
Park Maintenance District	0	1,500,000	0	1,500,000	1,500,000	0	1,500,000	0	0	0
Street District	4,598,218	6,219,015	0	6,219,015	9,281,270	36,041	9,317,311	1,499,922	0	1,499,922
Support & Innovation	73,416	648,250	0	648,250	648,250	0	648,250	73,416	0	73,416
Gas Tax BaRSAA	0	720,822	36,041	756,863	756,863	0	756,863	0	0	0
911 Special Revenue	575,845	612,447	0	612,447	0	356,674	356,674	831,618	831,618	0
Police Special Revenue	172,480	37,761	0	37,761	900	0	900	209,341	209,341	0
HIDTA Special Revenue	(2,861)	216,975	0	216,975	62,372	0	62,372	151,742	151,742	0
Fire Special Revenue	101,647	6,600	0	6,600	50,000	0	50,000	58,247	58,247	0
Federal Block Grant	1,011,567	776,621	0	776,621	816,948	0	816,948	971,240	971,240	0
HOME Grant	(5,371)	285,831	0	285,831	193,885	0	193,885	86,575	86,575	0
CTEP Projects	0	0	0	0	0	0	0	0	0	0
Housing Authority	0	1,519,045	0	1,519,045	1,519,045	0	1,519,045	0	0	0
Street Lighting Districts	2,105,535	1,164,252	0	1,164,252	1,411,356	0	1,411,356	1,858,431	0	1,858,431
<b>Special Revenue Funds Total</b>	<b>14,178,224</b>	<b>17,733,790</b>	<b>914,250</b>	<b>18,648,040</b>	<b>21,099,617</b>	<b>392,715</b>	<b>21,492,332</b>	<b>11,333,932</b>	<b>5,517,340</b>	<b>5,816,592</b>
<b>Debt Service Funds</b>										
Soccer Park Bond	69,523	171,000	0	171,000	169,751	0	169,751	70,772	70,772	0
West Bank TID	1,015,409	435,724	0	435,724	244,820	0	244,820	1,206,313	1,206,313	0
Improvement District Revolving	63,271	44,741	0	44,741	5,654	0	5,654	102,358	102,358	0
Master Debt SILD	16,356	15,984	0	15,984	7,150	0	7,150	25,190	25,190	0
General Obligation Taxable Bond	6,067	0	147,275	147,275	147,275	0	147,275	6,067	6,067	0
<b>Debt Service Funds Total</b>	<b>1,170,626</b>	<b>667,449</b>	<b>147,275</b>	<b>814,724</b>	<b>574,650</b>	<b>0</b>	<b>574,650</b>	<b>1,410,700</b>	<b>1,410,700</b>	<b>0</b>
<b>Capital Projects Funds</b>										
General Capital Projects	1,288,093	0	0	0	0	0	0	1,288,093	1,288,093	0
Improvement Districts Projects	5,605	0	0	0	0	0	0	5,605	5,605	0
Street Lighting Construction	0	0	0	0	0	0	0	0	0	0
Hazard Removal	51,068	0	0	0	0	0	0	51,068	51,068	0
<b>Capital Projects Funds Total</b>	<b>1,344,766</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,344,766</b>	<b>1,344,766</b>	<b>0</b>
<b>Enterprise Funds</b>										
Golf Courses	(1,072,879)	1,467,415	0	1,467,415	1,465,730	0	1,465,730	(1,071,194)	0	(1,071,194)
Water	10,361,863	12,962,268	0	12,962,268	18,010,391	0	18,010,391	5,313,740	3,598,212	1,715,528
Sewer	10,403,309	11,051,267	0	11,051,267	11,065,071	0	11,065,071	10,389,505	4,914,171	5,475,334
Storm Drain	3,011,198	2,700,527	0	2,700,527	3,263,023	0	3,263,023	2,448,702	756,282	1,692,420
Sanitation	768,729	3,802,839	0	3,802,839	4,062,807	0	4,062,807	508,761	259,971	248,790
Swimming Pools	130,979	570,250	267,861	838,111	884,958	0	884,958	84,132	0	84,132
911 Dispatch Center	612,075	1,789,841	356,674	2,146,515	2,122,333	0	2,122,333	636,257	636,257	0
Parking	289,401	540,100	0	540,100	641,220	0	641,220	188,281	49,026	139,255
Recreation	223,981	425,880	39,206	465,086	545,464	0	545,464	143,603	11,561	132,042
Multiports	40,050	150,475	0	150,475	156,942	0	156,942	33,583	0	33,583
Ice Breaker Run	15,771	73,150	0	73,150	71,920	0	71,920	17,001	0	17,001
Civic Center Events	87,705	357,341	265,913	623,254	623,254	0	623,254	87,705	28,848	58,857
Special State Projects	0	383,402	0	383,402	383,402	0	383,402	0	0	0
Port Authority	136,796	0	0	0	0	0	0	136,796	136,796	0
<b>Enterprise Funds Total</b>	<b>25,008,980</b>	<b>36,274,755</b>	<b>929,654</b>	<b>37,204,409</b>	<b>43,296,515</b>	<b>0</b>	<b>43,296,515</b>	<b>18,916,874</b>	<b>10,391,124</b>	<b>8,525,750</b>
<b>Internal Service Funds</b>										
Central Garage	2,482,862	3,176,612	0	3,176,612	3,142,048	0	3,142,048	2,517,426	2,160,215	357,211
Information Tech	215,610	1,392,794	0	1,392,794	1,342,737	0	1,342,737	265,667	213,953	51,714
Insurance & Safety	863,373	859,952	0	859,952	903,895	0	903,895	819,430	801,096	18,334
Health & Benefits	(642,495)	10,034,485	0	10,034,485	10,037,440	0	10,037,440	(645,450)	0	(645,450)
Human Resources	201,962	538,960	0	538,960	538,960	0	538,960	201,962	150,000	51,962
City Telephone	22,669	59,913	0	59,913	48,964	0	48,964	33,618	0	33,618
Fiscal Services	212,624	1,702,895	0	1,702,895	1,704,295	0	1,704,295	211,224	0	211,224
Engineering	152,232	1,622,974	63,143	1,686,117	1,723,584	0	1,723,584	114,765	62,251	52,514
Public Works Admin	237,054	656,372	0	656,372	653,751	0	653,751	239,675	5,271	234,404
Civic Center Facility Services	227,932	598,497	0	598,497	598,497	0	598,497	227,932	97,116	130,816
<b>Internal Service Funds Total</b>	<b>3,973,824</b>	<b>20,643,454</b>	<b>63,143</b>	<b>20,706,597</b>	<b>20,694,171</b>	<b>0</b>	<b>20,694,171</b>	<b>3,986,250</b>	<b>3,489,902</b>	<b>496,348</b>
<b>Total</b>	<b>52,669,312</b>	<b>107,206,166</b>	<b>2,054,322</b>	<b>109,260,488</b>	<b>115,871,864</b>	<b>2,054,322</b>	<b>117,926,186</b>	<b>44,003,614</b>	<b>22,153,832</b>	<b>21,849,782</b>



**Item:** Labor Agreement between City of Great Falls and the International Brotherhood of Electrical Workers (IBEW) Local Union #233.

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

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

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

**Action Requested:** Approve International Brotherhood of Electrical Workers (IBEW) Local Union #233 Labor Agreement.

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**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (approve/deny) the labor agreement between the City of Great Falls and the International Brotherhood of Electrical Workers (IBEW) Local Union #233."

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

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**Staff Recommendation:**

Staff recommends the City Commission approve the labor agreement between the City of Great Falls and the International Brotherhood of Electrical Workers (IBEW) Local Union #233. The IBEW consists of seven employees across two City departments - Planning and Community Development and Public Works.

**Summary:**

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

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

Article 2 - Term of the Agreement: Updated the contract dates to reflect the new term beginning July 1, 2018 through June 30, 2019.

Article 4 - Definitions: Clarified the definition of "Temporary employee" to coincide with the definition

outlined in the City of Great Falls Personnel Policy Manual.

Article 6.5 - Strikes and Lockouts: Clarified when the Union may "strike" and the City may "lockout" if the contract has expired, good faith efforts in negotiating a new contract have failed, and the parties are at impasse.

Article 11.1 - Call Back: Clarified rate of one and one half regular straight time rate of pay will be paid to employees called in for work two hours before the start of their scheduled shift or four hours after the end of the scheduled shift.

Article 16.2(3) - Sick Leave: Clarified no more than five days sick leave may be granted when a death occurs in the immediate family, unless the leave qualifies for FMLA.

Article 16.3(4) - Sick Leave: Clarified Parental Leave provision with, "unless qualified under the Family Medical Leave Act (FMLA)."

Article 16.6 - Sick Leave: Clarified death benefits are provided for under the Public Employment Retirement System (PERS).

Article 16.7 - Sick Leave: Clarified that sick leave donations are not available to employees during a probationary period.

Article 25 - Updated wording of clause from Affirmative Action to Non-Discrimination Policy.

Article 28 - Waiver and Amendment Clause was added stating no past practices, policies, rules, or prior agreements shall alter the intent or the meaning of the specific articles of this Agreement.

Schedule A was updated with three new positions and to reflect a 4.5% increase - 3.0% for COLA and 1.5% for market adjustment. The increase also includes a \$0.15 per hour deferral for the IBEW Pension.

Schedule B, 4(A)(3): Health premium charges after 7/1/18 will be shared at a provider standard rate with the City paying 90 percent and the employee paying 10 percent of the premium. In addition, the 7/1/18 premium rates were updated.

### **Background:**

The previous labor agreement period was for a two year period, expiring June 30, 2018. The term of the proposed Agreement is for a one year period beginning July 1, 2018 through June 30, 2019.

A one-year contract was bargained in order to align the healthcare benefit premiums across all City departments for two reasons. Firstly, to establish a provider standard rate computation from MMIA, and secondly, to establish a cost sharing with the City paying 90 percent and the employee paying 10 percent of the healthcare premium.

### **Negotiating Teams:**

#### Representing the City:

Gaye McInerney, Human Resources, Director  
Sara Sexe, City Attorney

Jim Rearden, Public Works Director  
Chuck Anderson, Deputy City Manager  
Wayne Lovelis, Water Plant Manager  
Jerry McKinley, Traffic Division Supervisor

IBEW:

John Gordon, IBEW Business Manager  
Don Briggs, IBEW Assistant Business Manager  
Robert Bubnash, Traffic Signal Tech/Electrician, Public Works  
Wes Crawford, SCADA/Tech Support Technician, Water Plant  
Mat Kenner, Asset Management/Tech Support Specialist, Administration

**Fiscal Impact:**

The financial impact of a 4.5% increase to wages (3.0% COLA and 1.5% market adjustment) for a one year contract is approximately \$19,131.

Estimates for each Department:

Planning and Community Development - \$2,880  
Public Works Administration - \$2,709  
Traffic Division - \$5,418  
Water Plant - \$8,124

**Alternatives:**

The Commission may choose not to ratify the labor agreement, in which case the City and the IBEW Local Union #233 would reconvene and continue the collective bargaining process.

**Concurrences:**

The IBEW members voted unanimously in June 2018 to ratify the proposed contract.

ATTACHMENTS:

- 2018 IBEW Labor Agreement
- History of Pay Raises

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION #233

July 1, 2018 – June 30, 2019\_\_

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## A G R E E M E N T

THIS AGREEMENT, made and entered into at Great Falls as of the 29th day of June, 2018, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and LOCAL UNION #233, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "UNION", the parties have mutually agreed as follows:

### ARTICLE 1

#### RECOGNITION AND PURPOSE

The CITY recognizes the UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of this Agreement, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and all other conditions of employment. The CITY recognizes that the employees covered by this Agreement are primarily maintenance and service employees.

The present recognized jurisdiction of the International Brotherhood of Electrical Workers shall be maintained during the term of this Agreement, with the exception of the Water Plant Operator classification. The current employees classified as Water Plant Operators will be grandfathered in under this agreement, but as these positions are vacated, the classification of Water Plant Operator will no longer be under the jurisdiction of the IBEW.

### ARTICLE 2

#### TERM OF THE AGREEMENT

- 2.1 This Agreement shall take effect July 1, 2018, and shall remain in effect until June 30, 2019, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated as provided herein.
- 2.2 Either party desiring to change or terminate this Agreement must notify the other in writing at least 60 days prior to the anniversary date.
- 2.3 Whenever such notice is given for changes, the articles to be changed, added, or deleted must be specified no later than the first negotiating meeting.
- 2.4 The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.
- 2.5 The parties shall attempt to reach an agreement with respect to the proposed change or changes; and at least thirty (30) days prior to the expiration date of the Agreement, meetings to consider such changes shall be held by the parties. In the event that an agreement has not been reached by the anniversary date to renew, modify, or extend this Agreement or to submit the unresolved issues to final and binding arbitration, either party

may serve the other a ten (10) day written notice terminating this agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

2.6 By mutual agreement only, the parties may jointly submit the unresolved issues to final and binding arbitration for adjudication. The decision shall be final and binding on all parties hereto.

2.7 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. and the City of Great Falls for approval, the same as this Agreement.

### ARTICLE 3

#### SUCCESSORS

In order to effectuate the purpose of this Agreement, the parties agree that this Agreement shall be binding upon their successors or assigns.

### ARTICLE 4

#### DEFINITIONS

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this Agreement, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Regular employee" means a non-temporary employee who has satisfied any applicable probation period and is assigned to a position designated as regular in the City's budget.
- C. "Temporary employee" means an employee hired for specific periods of time in excess of ninety non-consecutive days, but not exceeding twelve months. Temporary employees may qualify for some benefits, such as accrual of sick leave.
- D. "Full-time employee" means an employee who normally works forty (40) hours a week.
- E. Base Pay defined as: Employee's hourly pay rate in that category to which an employee is ordinarily assigned exclusive of longevity or any other special allowances.

## ARTICLE 5

### UNION SECURITY

5.1 Employees who are members of the UNION on the date this Agreement is executed shall, as a condition of continuing employment, maintain their membership in the UNION. All future employees performing work within the jurisdiction of the UNION involved shall, as a condition of continuing employment become members of such UNION within thirty (30) days of the date of their employment and the UNION agrees that such employees shall have thirty-one (31) days from date of employment within which to pay UNION'S initiation fees and dues. If the employees fail to pay initiation fees or dues within thirty-one (31) days or fails to effectuate the provisions of Mont. Code Ann. §39-31-204, the UNION may request in writing that the employee be discharged. The CITY agrees to discharge said employee upon written request from the UNION. CITY agrees not to discriminate against any employee for membership in the UNION or for lawful UNION activities, provided such activities do not interfere with the efficient operation of the various departments of the CITY.

Employees qualifying under §39-31-204 shall pay an agency fee, equivalent to the regular initiation fee and UNION dues as provided for in the Local UNION, for the purpose of administering the Agreement.

CITY shall notify UNION in writing of employees hired that may be affected by this Agreement within five (5) days from the date of hire and said employee shall be notified to make contact with the UNION.

5.2 The CITY agrees to deduct the UNION monthly dues and initiation fee from each employee's wages upon written authorization of employee. The deductions shall be made once each month and the total of such deductions made payable to the UNION.

5.3 It is understood the UNION shall have the right to use Business Agents, Shop Committees or Stewards to adjust grievances as they arise. The CITY agrees that local Business Agents for the UNION shall be given access by the CITY to members of the UNION at the places of business of the CITY during hours of operation, for the purpose of ascertaining whether the terms of this Agreement are being observed if the agent does not disrupt the normal CITY operations, except for unsafe conditions.

5.4 The UNION will notify the CITY in writing what representative (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the Agreement or in any other matters which affect or may affect the relationship between the CITY and UNION.

5.5 The UNION agrees to indemnify, defend and to hold the CITY harmless against any and all claims, demands, suits, costs or fees, which may be sought or incurred by the CITY as a result of any action taken by the CITY under the provisions of ARTICLE 5.

- 5.6 In consideration of the "save harmless" clause above, the CITY agrees that the UNION shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the CITY for action taken by the CITY under ARTICLE 5.1. If the CITY unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the UNION. It is further agreed that the CITY shall promptly notify the UNION of any such action when and if filed and the UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.

## ARTICLE 6

### STRIKES AND LOCKOUTS

- 6.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this Agreement.
- 6.2 It is mutually agreed that there will be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this Agreement.
- 6.3 It shall not be a violation of this Agreement for employees of this bargaining unit to refuse to cross a legal picket line.
- 6.4 The UNION and the CITY agree that "strikes" or "lockouts" will not prevent the UNION or the CITY from providing emergency operation of the water, wastewater and sanitation systems that are essential to the health, welfare, and safety of the public.
- 6.5 If the contract has expired, good faith efforts in negotiating a new contract have failed and the parties are at impasse, then:
- a. The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration, and/or
  - b. The CITY may "lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

## ARTICLE 7

### MANAGEMENT RIGHTS

The CITY shall have the right to operate and manage 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 the lack of work or funds or under

- d. conditions where continuation of such work is inefficient and nonproductive;
- d. maintain the efficiency of CITY operations;
- e. determine the methods, means, job classifications, and personnel by which the CITY operations are to be conducted;
- f. take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
- g. establish the methods and processes by which work is performed, including the utilization of advancements of technology.

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 8

### EMPLOYEE RIGHTS/GRIEVANCE

8.1 Grievances which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

STEP 1           The Division Supervisor will attempt to resolve any grievances that arise in his Division.

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

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

B.    No grievance shall be considered or processed unless it is submitted within fifteen (15) working days of the first knowledge.

STEP 3           If in the UNION'S opinion a grievance exists, the UNION (with or without the presence of the aggrieved employee) may present the written grievance to the Department Director.

STEP 4           If within ten (10) working days the grievance has not been settled, it may be submitted to the City Manager or his designee.

STEP 5

If within ten (10) working days after being submitted to the City Manager or his designee, the grievance has not been settled, it may be submitted to arbitration by either party, under the following process:

- A. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the American Arbitration Association or State of Montana Board of Labor Appeals. By mutual consent another process can be utilized. The arbitrator shall have thirty (30) days in which to render a decision.
- B. Any grievance involving a monetary issue, including those related to hours and working conditions which could have an apparent economic effect or impact less than five hundred dollars (\$500) shall be subject to final and binding arbitration. Any monetary issue, as defined in the last sentence, in excess of five hundred dollars (\$500) may be subject to final and binding arbitration only if mutually agreed upon.
- C. If the CITY and UNION cannot agree whether a grievance is monetary or the dollar amount thereof, either party may seek judicial determination.
- D. CITY shall present claims or grievances in writing to the UNION.
- E. Arbitrator's Authority: In any case where final and binding arbitration is utilized, the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement, unless the terms and conditions are found to be contrary to applicable law. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of arbitration shall be borne equally by the parties, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made, at its own cost. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

8.2 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a presented grievance is not appealed to the next step within

the specific time limit, or any agreed extension thereof, it shall be considered settled on the basis of the CITY's or UNION's last answer. If the CITY or UNION does not answer a grievance or an appeal thereof within the specified time limits, the UNION or CITY may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the CITY and the UNION.

## ARTICLE 9

### WAGES AND PAY PERIODS

Attached hereto and made a part hereof by reference as Schedule A is a list of the agreed wage schedule, classifications and rates of jobs of employees covered by and for the duration of this Agreement. Exclusive of unforeseen emergencies, all employees covered by this Agreement shall be paid at least two times each month. The CITY will make every effort to have paychecks by 4:00 p.m. on pay day.

## ARTICLE 10

### HOURS OF WORK AND OVERTIME

- 10.1 Subject to the special work schedules set forth herein the normal work schedule shall consist of five (5) days, of eight (8) continuous hours each, except for a normal lunch period. Any schedule other than Monday through Friday will be agreed upon with the employees and the UNION will be notified.
- 10.2 One and one-half times (1½) the regular straight time rate of pay will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) in any one week. In no case shall overtime pay be paid twice for the same hours worked.
- 10.3 CITY agrees that each regular full-time employee will be given the opportunity of working at least forty (40) hours of each work week except those in which any of the holidays provided for herein occur; during work weeks in which any said holidays fall upon any work day, CITY agrees that each regular full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified herein. Holidays shall be counted as days worked in computing the initial forty (40) hours for overtime purposes. Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this Agreement. The CITY and the UNION will mutually agree on any modification of hours of the work week prior to a reduction in manpower.

## ARTICLE 11

### CALL BACK

- 11.1 An employee called in for work, by phone, text message or otherwise, at a time other



than his (her) normal scheduled shift (off duty) will be compensated for a minimum of two (2) hours one and one half (1½) regular straight time rate of pay if called in within (a) two (2) hours before the start of their scheduled shift, or (b) four (4) hours after the end of the scheduled shift.

At all other times, including holidays and vacations, the employee will be compensated for four (4) hours minimum paid at one and one half (1½) times the employee's regular pay rate. An early report to a regularly scheduled shift on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

- 11.2 Standby Time: The employee placed on standby will carry a City provided cell phone and report to work within one (1) hour. The standby period is defined as any consecutive 24-hour period. The employee must be notified of being placed on standby at least 24 hours preceding the beginning of any standby period, and no later than the end of the shift on a normal work day. The employee will be compensated for four (4) hours of regular straight time pay for the standby period in addition to any call back compensation.
- 11.3 Bargaining unit members who are required to make telephone calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one-half (½) hour at one and one-half times their regular rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (½) hour, the employee will be paid for the actual time worked at one and one-half times their regular rate of pay.
- 11.4 Employees who are scheduled to report for a shift change with less than eight (8) hours between shifts shall be paid time and one-half (1½) regular straight time rate of pay for four (4) hours of the second shift.

## ARTICLE 12

### SENIORITY

Seniority means the rights secured by regular full-time employees by length of continuous service with the City. Seniority rights shall apply to layoff, scheduling of vacations and transfers of employees, that is, the last employee hired shall be the first laid off. Seniority shall not be effective until a six (6) month probationary period has been completed, after which seniority shall date back to the date of last hiring. Seniority shall be determined by craft and division. Recall rights are not earned until after six (6) months continuous service.

Seniority shall be broken by (a) resignation; (b) retirement; (c) discharge; (d) failure to report after layoff within fourteen (14) calendar days following written notification to employee and UNION to return to work sent to the last known address provided by employee to the City; or (e) absence from CITY employment for layoff or illness for twelve (12) or more months. No new regular employees shall be hired in a craft or division until all laid off employees who shall

retain seniority in that classification who are qualified to fill the open job have been given an opportunity to return to work. Any recall rights under this Agreement are only applicable for one calendar year from the date of layoff.

#### ARTICLE 13

##### PROBATIONARY PERIODS

- 13.1 All newly hired or rehired employees will serve satisfactorily a six (6) month probationary period upon initial placement in a position.
- 13.2 All employees will serve a six (6) month probationary period in any dissimilar job in which the employee has not served a probationary period.
- 13.3 At any time during the probationary period, a newly hired or rehired (after twelve (12) months absence) employee may be terminated at the sole discretion of the CITY.
- 13.4 If an employee is determined to be unqualified during a probationary period following a promotion or reassignment, said employee shall revert to his previous position or one of comparable pay and responsibility.

#### ARTICLE 14

##### HOLIDAYS

- 14.1 Full-time employees shall be granted the following paid holidays each calendar year:
  - a. New Year's Day, January 1
  - b. Martin Luther King Day, third Monday in January
  - c. Lincoln's and Washington's Birthday, third Monday in February
  - d. Memorial Day, Last Monday in May
  - e. Independence Day, July 4
  - f. Labor Day, first Monday in September
  - g. Veterans Day, November 11
  - h. Thanksgiving, fourth Thursday and Friday in November
  - i. Christmas, December 25
  - j. Every day in which a general election is held throughout the State (General Election Day)
- 14.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in Mont. Code Ann. §2-18-603, shall be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of pay at the regular rate of pay.
- 14.3 If the employee is required to work on the designated holiday and is not given a day off in lieu of the holiday, he/she will be paid at one and one-half (1 1/2) times the regular hourly rate plus holiday pay.

- 14.4 An employee must be in a pay status either the last regularly scheduled working day before or the first regularly scheduled working day after a holiday is observed to be eligible to receive holiday benefits.

## ARTICLE 15

### VACATION (ANNUAL LEAVE)

Vacation shall be earned and accumulated as provided in the Montana Codes Annotated.

Vacation time earned but not used at the time of termination shall be paid the employee at his base pay. Vacation time shall be granted at the time requested insofar as possible, subject to the requirement of service. Vacations shall be bulletined and the most senior employee shall have the first choice as to his vacation time; also he shall be given a choice of a split vacation if he so desires.

All vacations will be bulletined between January 1 and through the third Friday in March. All approved vacation shall be posted by April 1. Any protest over vacation dates must be submitted, in writing, to the division head before May 1 or no adjustments will be made.

In the case of vacation schedules, seniority shall govern by division with the most senior employee given first (1st) choice of when he shall take his vacation, which shall not exceed ten working days. With the approval of the Division head, employees may split their first choice vacation provided that in no event may less than one week be taken at any time nor may more than two vacation periods be scheduled in any one calendar year. Seniority shall apply on the vacation selections for first and second choices.

Any employee who desires three (3) days or less of accrued vacation may be allowed the requested time off if the employee has accrued sufficient vacation leave, gives twenty-four (24) hours notice to his/her supervisor, and it doesn't interfere with the operational needs of the department.

## ARTICLE 16

### SICK LEAVE

16.1 Sick leave shall be earned and accumulated as provided in the Montana Codes Annotated.

16.2 Employee may take sick leave for the following reasons:

1. Personal illness, including doctor and dentist appointments. Employees are requested to give twenty-four (24) hours prior notice of doctor and dentist appointments, except in cases of emergencies or unforeseen circumstances.
2. When urgently need to care for an employee's spouse, children, mother, father, or any other member of the household who is ill; this leave may not exceed more than one

hundred and twenty (120) hours at any one time, unless the leave qualifies for FMLA leave.

3. When there is a death in the immediate family, no more than five (5) days sick leave may be granted, unless the leave qualifies for FMLA leave. The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents and corresponding in-laws and other members residing in the employee's household.
  4. PARENTAL LEAVE: Parental leave for birth fathers and adoptive parents may be charged against sick leave credits up to one hundred and twenty (120) hours, unless the leave qualifies for FMLA.
- 16.3 A medical provider's report may be required for any paid sick leave in excess of one (1) working day, or at any time where a pattern of excessive sick leave is identified by the CITY.
- 16.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.
1. Report in the manner designated by Division, the reason for absence as soon as reasonably possible prior to the beginning of the shift to his (her) division head or immediate supervisor.
  2. If the absence is for more than one (1) day in length, the employee must keep his (her) division head informed of his (her) condition, when physically possible.
- 16.5 Worker's compensation benefits, which are received by an employee during sick leave, shall be deducted from compensation due the employee and shall be credited to the employee's sick leave.
- 16.6 Death Benefits. All personnel shall receive Public Employment Retirement System death benefits.
- 16.7 SICK LEAVE DONATIONS. Sick leave utilized must not exceed the amount accrued by the employee. Sick leave donations are not available to employees during a probationary period. If an employee is ill and has exhausted his/her sick leave credits, and needs more time away from work, he/she may utilize his/her accrued annual leave. If an employee is ill and has exhausted all his/her sick leave and vacation leave credits, and needs more time away from work, members of the IBEW UNION may donate five (5) days of sick leave to an employee on an individual basis. Requests for donations must be approved by management and requested and coordinated through HR. The maximum amount an employee can receive or donate is fifteen (15) days in a calendar year.
- 16.8 Upon request of affected employees, the City agrees to make application to participate in the State's VEBA (Voluntary Employee Beneficiary Association) program, or a similar

Health Reimbursement Account (HRA) program, designed to allow employees to contribute termination sick leave pay outs into an account to pay for eligible health insurance premiums and medical expenses after retirement. The cash out of accrued sick leave will be in accordance with state law, Mont. Code Ann. §2-18-618(6), which currently provides lump-sum payment at 25% of an employee's accrued sick leave balance upon termination.

## ARTICLE 17

### FAMILY AND MEDICAL LEAVE

17.1 As referenced in City Policy Manual.

## ARTICLE 18

### TEMPORARY ASSIGNMENTS and LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENTS

- 18.1 Employees temporarily assigned to a higher rated position, (i.e., Water Plant Operations Foreman performs Electrician work), shall receive the higher rate of pay for all actual hours worked at the higher rated position. If an Electrician is reassigned to the Building Official's division to perform inspections when the Code Inspector is on an extended vacation or absence, he/she shall receive the higher rate of pay for all actual hours worked at the higher rated position.
- 18.2 Employees receiving workers' compensation wage loss benefits that have been released to light duty/temporary alternative duty assignment must inform their immediate supervisor or division head by 5:00 PM on the next work day after being released that he/she is able to report to work for light duty. Failing to notify the immediate supervisor or division head may subject the employee to suspension of workers' compensation wage loss benefits under the workers' compensation laws of Montana, and the employee may be subject to disciplinary action.
- 18.3 The light duty/temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating medical provider. The employee will be required to perform work throughout the City for which the employee may be capable and qualified. At the discretion of the CITY, the injured employee may be required to submit to a medical examination at any time by a medical provider selected by the CITY at the CITY'S expense.

## ARTICLE 19

### REST BREAK AND SAFETY

19.1 For all employees covered under the terms of this Agreement, there shall be a fifteen (15) minute break midway in the first (1st) half of a shift and midway in the second (2nd) half

of the shift.

- 19.2 On all energized circuits of equipment carrying 440 volts or over, two (2) or more bargaining unit employees must work together as a safety measure.

## ARTICLE 20

### SEVERANCE PAY

Any employee who has completed his probationary period and who shall be terminated by the CITY, except for just and sufficient cause for firing, shall be given fourteen (14) calendar days notice of said termination or in lieu of said notice ten (10) working days pay computed at the employee's normal base pay rate. Employees resigning or voluntarily terminating employment with the CITY will give a minimum of fourteen (14) calendar days notice; if they fail to do so, they will be considered terminated not in good standing and will not be eligible for rehire.

## ARTICLE 21

### JURY DUTY

An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the CITY. Juror fees shall be applied against the wages due to the employee from the CITY. An employee may elect to charge the juror time off as annual leave and not remit the juror fees to the CITY. The CITY may request the Court to excuse an employee summoned for jury duty if needed for proper operations of the CITY.

An employee dismissed before three (3:00) p.m. will be required to report back to work if not on annual leave.

## ARTICLE 22

### LEAVE OF ABSENCE

Employees are eligible to submit a request to HR for processing and approval/disapproval for a leave of absence without pay for a period not to exceed six (6) months, unless an extension is mutually agreed to. The granting and extent of a leave of absence without pay is at the discretion of the CITY. During such leave, the employee shall not accrue any benefits, including but not limited to, sick leave and vacation leave. Existing seniority rights will be frozen during the term of the leave. Employees must self-pay health insurance premiums while on an approved leave of absence. No leave of absence will be granted for an employee to accept outside employment.

ARTICLE 23

MEAL

In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime he shall be provided or reimbursed \$10.50 for a meal by the CITY and given a reasonable amount of time to eat. Employee will not be paid for any time utilized to eat.

ARTICLE 24

LONGEVITY

For purposes of longevity only, time shall be computed and start July 1, 1993 for the first year of the contract. Starting 7/1/04, for purposes of longevity only, time shall be computed and start from the date of hire into the bargaining unit without a break in service, and the following schedule of benefits shall be paid to employees who accrue longevity in the time elements stipulated.

Longevity Plan: Subsequent to the completion of ten (10) full years of 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 10.0 years through the end of the 15th year	\$20.00 per month
After 15.0 years through the end of the 20th year	\$40.00 per month
After 20.0 years through the end of the 25th year	\$60.00 per month
After 25.0 years through the end of the 30th year	\$80.00 per month
After 30.0 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 30th. The maximum payment is for twelve (12) months. Longevity pay will be in separate check to the employee and subject to regular taxes and withholdings.

ARTICLE 25

NON-DISCRIMINATION POLICY

The UNION and the CITY agree to cooperate in a Non-Discrimination Program to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of age, race, religion, sex, national origin, marital status, public assistance status, or any other status protected by state or federal law.

## ARTICLE 26

### SUPPLEMENTAL AGREEMENT

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.

## ARTICLE 27

### SAVINGS CLAUSE

In the event any Federal or State law or final decision of a court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision or provision 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 CITY and UNION agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

## ARTICLE 28

### WAIVER AND AMENDMENT CLAUSE

No past practices, policies, or rules or prior agreements shall alter the intent or the meaning of the specific articles of this Agreement. This clause shall not be construed to limit, impair or act as a waiver of the CITY'S or UNION'S right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.



## SCHEDULE A

### CITY OF GREAT FALLS AND LOCAL UNION #233, I.B.E.W.

During the term of this Agreement, the following rates will be paid:

EFFECTIVE DATE	7/1/2018
Title/Position	4.5% increase with deferral of \$0.15/hr. on Pension
Master Electrician	\$ 29.02
Electrician	\$ 27.21
Water Plant Industrial Electrician	\$ 27.21
Traffic Signal Technician	\$ 27.21
Traffic Signal Technician/Electrician	\$ 27.21
Code Inspector	\$ 27.21
Asset Management/Technical Support Specialist	\$ 27.21
Water Plant Operations Foreman	\$ 27.21
Water Plant Industrial Automation Specialist	\$ 27.21

The hourly amount used to calculate the 2018 wage increase includes the NEBF and 8<sup>th</sup> District Electrical Pension Fund contributions as described in Schedule B 4(A)(1) and (2).

## SCHEDULE B

### CITY OF GREAT FALLS AND LOCAL UNION #233, I.B.E.W. SPECIAL CONDITIONS

In addition to the above wages, the following Special Conditions shall be provided:

1. Special Work Schedules: It is understood and agreed that certain job classifications at the water plant 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 and Sunday. It is further understood and agreed that in those divisions wherein twenty-four (24) hour work schedules or less are maintained the Supervisor shall establish a shift rotation schedule so that each employee may be rotated on an equal basis with the other employees of the division and craft between the various shifts. This also applies to the rotation of days off where seven (7) day coverage is required.
2. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System, as provided by State law.
3. Special Conditions -- Inspectors:
  - (A) This Section 3. applies to Electrical Inspectors only.
  - (B) Applicants for the position of Electrical Inspector shall possess at least one of the following qualifications:
    - (1) Master's License in the electrical field;
    - (2) Certification as a degreed, registered engineer with a minimum of one year's work experience in the appropriate discipline at the time of employment;
    - (3) A bachelor's degree in engineering with a minimum of three years' work experience in the appropriate discipline at the time of employment;
    - (4) A minimum of five years' work experience in the appropriate discipline at the time of employment.
  - (C) In the event a vacancy occurs, the CITY will attempt to hire an individual with the qualifications set forth in Item 3(B)(1) above. Upon approval to recruit for the position, the CITY will notify the UNION and request a list of qualified personnel. Said list of qualified personnel must complete a CITY application packet and will be considered along with applicants obtained through the CITY's normal recruitment practices.

(D) Any inspector assigned to the Building Inspection Division, who is qualified, whether covered by this Agreement or not, may be required to perform the normal duties of any other inspector assigned to said division when:

- (1) Said inspector is absent due to illness, vacation or other authorized absence;
- (2) An emergency situation exists (i.e., flood, fire, earthquake or other act of God); or
- (3) Necessary for efficiency of operation.

4. Union Pension and Insurance Plans: The CITY agrees to pay directly to any pension plan designated by the UNION, an amount specified by said UNION for all hours compensated for by the CITY. The CITY further agrees to contribute amounts outlined below into the various pension and insurance plans. Any additional contributions specified by the UNION for the duration of this Agreement will be deducted from employee's base pay.

(A) I.B.E.W.:

- (1) It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory

proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of the labor agreement.

- (2) The sum of one dollar and eighty-five cents (\$1.85), effective July 1, 2016 (7/1/16) increasing to two dollars and ten cents (\$2.10) effective July 1, 2017 (7/1/17), per employee for all hours paid to employees covered under the terms of this Agreement will be forwarded monthly to a depository designated by the Trustees of the Eighth District Electrical Pension Fund. The CITY shall forward monthly a payroll report on a form prescribed by the Trust Fund Committee. Such payment and payroll report shall be mailed to reach the office of the collecting agency not later than fifteen (15) calendar days following the end of each calendar month. If the CITY fails to remit, the CITY shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the UNION, provided the CITY fails to show satisfactory proof that the required payments have been paid to the designated depository.

(3) HEALTH INSURANCE

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

A CITY health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the city's health insurance 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.

It is hereby acknowledged that both employee and CITY 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 contribution in the employee’s gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

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

Any additional premium charges after 7/1/18 and through all increases in premiums through the June 30, 2019 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.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/18, for each eligible employee covered by this Agreement into the City’s Health Insurance Plan.

Coverage	7/1/18		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	\$0	\$49.64
Employee & Child(ren)	\$783	\$321.52	\$122.73
Employee & Spouse	\$783	\$470.70	\$139.30
Family	\$783	\$953.41	\$192.94

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

Effective 7/1/97, the CITY reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.

- b. The CITY shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.
- (4) In those divisions where shifts are established and employees who are required to work by the CITY during hours outside the day shift as designated by that employee's Division, there shall be paid in addition to the regular hourly wage, a shift differential of seventy-five\_cents (75¢) per hour for the evening shift and one dollar (\$1.00) per hour for the midnight to morning shift. Employees assigned to special work schedules will be paid the shift differential for that shift when they actually work the shift.
- (5) A lead worker, designated by the CITY, shall be paid one dollar (\$1.00) per hour over the regular rate.

AGREED to and dated this 29th day of June, 2018.

FOR THE CITY OF GREAT FALLS

FOR LOCAL UNION #233, I.B.E.W.

\_\_\_\_\_  
Greg Doyon, City Manager

\_\_\_\_\_  
John Gordon, Business Manager

ATTEST:

REVIEWED FOR LEGAL CONTENT:

\_\_\_\_\_  
Lisa C. Kunz, City Clerk

\_\_\_\_\_  
Sara R. Sexe, City Attorney

(SEAL OF CITY)

**CITY OF GREAT FALLS  
HISTORY OF PAY RAISES**

	FY2008		FY2009		FY2010		FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017		FY2018	FY2019	TOTAL % INCREASE OVER 11 YRS
	7/1/2007	1/1/2008	7/1/2008	1/1/2009	7/1/2009	1/1/2010	7/1/2010	7/1/2011	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	1/1/2017	7/1/2017	7/1/2018	
	Police	4.00%	4.00%	3.00%	2.00%	3.25%		3.63%	3.50%	2.50%	0.00%	1.50%	2.50%	3.00%	2.00%	5.00%	5.50%
Fire	2.00%		3.50%		3.25%		3.63%	2.00%	2.00%	0.00%	1.50%	2.50%	3.00%	0.75%	5.00%	5.00%	34.13%
MFPE (MPEA)	4.00%		3.00%		3.25%		1.50%	2.00%	1.75%	0.00%	1.50%	2.00%	2.25%		3.25%	3.50%	28.00%
CRAFTS	3.75%		3.00%		3.25%		1.50%	2.00%	1.75%	0.00%	1.50%	2.00%	\$0.50		\$0.50		18.75% (1)(2)
IBEW		3.00%	3.00%	3.00%	3.25%		1.50%	2.00%	1.75%	0.00%	1.50%	2.00%	2.25%		3.00%	4.50%	30.75%
Plumbers		3.00%		3.00%		3.25%	1.50%	2.00%	1.75%	0.00%	1.50%	2.00%	2.25%		3.00%		23.25% (2)
Non-Union	4.00%		3.00%		3.25%		1.50%	2.00%	1.75%	0.00%	1.50%	2.00%	2.25%		3.00%		24.25% (4)

**Footnotes:**

- (1) Based on 8 year period, past two years negotiated dollar amount increases.
- (2) Under current labor negotiations.
- (3) CPI, West Region June 2018 versus month of July for all other years.
- (4) Non-Union employee increases historically tied to MFPE contracts. July 1, 2017 was the first year Non-Union employees received less than MFPE employees.
- (5) Average of previous 12 years.

**Other Indicators:**

	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019
CPI, West Region	3.80%	-0.40%	1.60%	3.20%	2.10%	1.50%	1.60%	0.10%	1.30%	1.40%	2.50%	3.60% (3)
Social Security Cost of Living Adjustment (COLA)	2.30%	5.80%	0.00%	0.00%	3.60%	1.70%	1.50%	1.70%	0.00%	0.30%	2.00%	2.00%