



# City Commission Agenda

for

## August 2, 2011

---

*Please Note: The City Commission agenda format allows citizens to speak on each issue prior to Commission action. We encourage your participation. Please keep your remarks concise and to the topic under consideration.*

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**NEIGHBORHOOD COUNCILS**

1. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS & COMMISSIONS**

2. Miscellaneous reports and announcements from Boards and Commissions.

**PUBLIC HEARINGS**

3. Business Improvement District 2011/2012 Budget and Work Plan. Action: Conduct public hearing and accept or reject Budget and Work Plan. (*Presented by: Joan Redeen*)
4. Tourism Business Improvement District 2011/2012 Budget and Work Plan. Action: Conduct public hearing and accept or reject Budget and Work Plan. (*Presented by: Karen Schermele Venetz*)
5. Res. 9925, Levy and Assess Street Maintenance District. Action: Conduct public hearing and adopt or deny Res. 9925. (*Presented by: Melissa Kinzler*)
6. Res. 9926, Levy and Assess Special Improvement General Boulevard Maintenance District No. 3570. Action: Conduct public hearing and adopt or deny Res. 9926. (*Presented by: Melissa Kinzler*)
7. Res. 9927, Levy and Assess Special Improvement Portage Meadows Maintenance District. Action: Conduct public hearing and adopt or deny Res. 9927. (*Presented by: Melissa Kinzler*)
8. Res. 9932, Authorizing the Rate Component for Electric City Power Customers. Action: Conduct public hearing and adopt or deny Res. 9932. (*Presented by: Greg Doyon*)
9. Cascade Ridge Senior Living Facility, located in the vicinity of 15<sup>th</sup> Avenue South and 29<sup>th</sup> Street South. (*Presented by: Mike Haynes*)
  - A. Ord. 3078, Rezone property to R-6 Multi-family Residential High Density District. Action: Conduct public hearing and adopt or deny Ord. 3078.
  - B. Amended Plat of Lot 1, Block 2, First Addition to Great Falls Clinic Addition and accompanying Findings of Fact. Action: Conduct public hearing and approve or disapprove Amended Plat.

**OLD BUSINESS**

**NEW BUSINESS**

## **ORDINANCES/RESOLUTIONS**

10. Ord. 3080, Rezone four lots located north of Crescent Drive west of 6<sup>th</sup> Street Southwest to I-1 Light Industrial. Action: Accept Ord. 3080 on first reading and set public hearing for September 6, 2011. (*Presented by: Mike Haynes*)

**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.*

11. Minutes, July 19, 2011, Commission meeting.
12. Total Expenditures of \$4,836,687 for the period of July 9-27, 2011, to include claims over \$5000, in the amount of \$4,568,758.
13. Contracts list.
14. Lien Release list.
15. Set public hearing for September 6, 2011, on Res. 9936 to Levy and Assess Properties for Unpaid Utility Service.
16. Approve Labor Agreement with the Plumbers and Fitters Local #41.
17. Approve Labor Agreement with the International Brotherhood of Electrical Workers, Local Union #233.
18. Approve Labor Agreement with the Painters Local #260.
19. Approve Labor Agreement with the Great Falls Police Protective Association.
20. Award contract in the amount of \$765,600 to Planned and Engineered Construction, Inc. for the West Interceptor Trenchless Rehabilitation, Phase II.
21. Award contract in the amount of \$569,900 to Intermountain Construction Service, LLC for the Lift Stations #10, #12, and #25 Can Replacement and Miscellaneous Improvements.
22. Award contract in the amount of \$239,555 to Planned and Engineered Construction, Inc. for the Sanitary Sewer Trenchless Rehabilitation, Phase 15.
23. Approve Change Order. #1 in the amount of \$7,024.95 for the 2010 CDBG Sidewalk Replacement.

Action: Approve Consent Agenda or remove items for further discussion and approve remaining items.

**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 5 minutes. When at the podium, state your name and address for the record.)*

24. Miscellaneous reports and announcements.

## **CITY MANAGER**

25. Miscellaneous reports and announcements from the City Manager.

## **CITY COMMISSION**

26. Miscellaneous reports and announcements from the City Commission.

## **MOTION TO ADJOURN**



**Item:** Business Improvement District (BID) 2011/2012 Budget and Work Plan  
**From:** Judy Burg, Fiscal Services Department  
**Initiated By:** Business Improvement District Board of Directors  
**Presented By:** Joan Redeen, Executive Assistant to the Board  
**Action Requested:** Conduct Public Hearing and Accept the Business Improvement District 2011/2012 Budget and Work Plan

---

**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 2011/2012 Business Improvement District Budget and Work Plan.”

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

**Staff Recommendation:** The BID recommends that the City Commission accept the 2011/2012 BID budget and work plan.

**Background:** The initial creation of the Business Improvement District 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 Business Improvement District’s overall purpose is to utilize tax dollars through the BID tax assessment and direct those monies to improve and revitalize the downtown area. The current Business Improvement District has not changed in the areas of the district boundaries or tax assessment formula since its origination date.

According to State statute 7-12-1132 (3) MCA, 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.

**Concurrences:** The BID partners with several organizations to provide results and follow the overall purpose of the BID. Fiscal Services staff is responsible for assessing and collecting the revenues.

**Fiscal Impact:** The BID is projecting annual revenue for Fiscal Year 2011/2012 of approximately \$168,000 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 with the creation of the district:

- a flat fee of \$200.00 for each lot or parcel
- an assessment of \$.00165 times the phase-in market valuation as provided for by the Montana State Legislature, and
- 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.

**Attachments/Exhibits:**       2011/2012 Work Plan  
  2011/2012 Budget

Cc:   Joan Redeen, Executive Assistant to the Board

# Great Falls Business Improvement District Budget for Fiscal Year 2011-2012

## Revenues

Assessments	\$ 168,000
Business Watch	\$ 900
Interest Income	\$ 1,000
JH Rental Income	\$ 19,000
JH Utility Reimbursement	\$ 9,500
TIF fund from City	\$ 11,000
<b>Total Revenues</b>	<b><u>\$ 209,400</u></b>



## Expenses

Advertising	\$ 500
Marketing	\$ 20,000
Web Design	\$ 3,000
Beautification	\$ 1,000
Art Downtown	\$ 20,000
Tree Program	\$ 11,000
Holiday Décor	\$ 5,000
Business Grants	\$ 81,620
Business Watch	\$ 900
Dues & Subscriptions	\$ 400
Employee Benefits	\$ 580
Insurance	\$ 2,600
JH Building expense	\$ 4,000
JH Management expense	\$ 9,500
Miscellaneous	\$ 500
Office Equipment	\$ 500
Office expense	\$ 1,000
Payroll taxes	\$ 2,000
Professional Services	\$ 4,000
Rent	\$ 4,800
Salaries	\$ 20,000
Special Projects	\$ 10,000
Supplies	\$ 3,000
Taxes, Licenses & Fees	\$ 100
Telephone	\$ 1,600
Travel & Education	\$ 800
Utilities	\$ 1,000
<b>Total Expenses</b>	<b><u>\$ 209,400</u></b>

## Net Revenue/Loss

<b>\$ -</b>
-------------



# GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN 2011-2012

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:

- **Downtown Property Investments**
  - Invest in downtown properties through our interior, residential and façade grant programs.
  - Our grant programs are continually evolving to meet the needs of our property and business owners.
  - Utilize additional grant programs to supplement BID grant monies.
    - Community Transportation Enhancement Program (CTEP) Grant
      - Utilizing the CTEP Grant Program the BID wishes to complete the streetscape project on 1<sup>st</sup> Avenue South.
    - Tax Increment Financing (TIF)
      - The BID wishes to support the creation of a new TIF district.
- **Downtown Safety & Security**
  - Working with partner organizations of the Downtown Action Alliance
    - Dedicated Downtown Police Officer
    - Active Business Watch Program
- **Unifying Entities**
  - Communication
    - Provide our property & business owners more information on the BID and our programs.
    - Keep our property owners more informed on the accomplishments of the BID.
    - Regular updates on our website.
  - Marketing
    - Work with other downtown organizations to create a comprehensive marketing plan.
    - Work with other downtown organizations to coordinate improvement efforts of our downtown.
  - Volunteers
    - Establish a pool of volunteers as a resource for events & special projects.
    - Establish a group of ambassadors for downtown.
- **Beautification**
  - Clean & Safe Team
  - Downtown Art Projects
  - Garbage Removal
  - Sidewalk Cleaning/Snow Removal
  - Tree & Flower Maintenance
- **Business Incubator**
  - Management of the business incubator



**Item:** Tourism Business Improvement District (TBID) 2011/2012 Budget and Work Plan

**From:** Judy Burg, Fiscal Services Department

**Initiated By:** Tourism Business Improvement District

**Presented By:** Karen Schermele Venetz, Administrative & Marketing Director

**Action Requested:** Conduct Public Hearing and Accept the Tourism Business Improvement District 2011/2012 Budget and Work Plan

---

**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 2011/2012 Tourism Business Improvement District Budget and Work Plan.”

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

**Staff Recommendation:** The TBID recommends the City Commission accept the 2011/2012 TBID budget and work plan.

**Background:** The Tourism Business Improvement District was established by Resolution 9792 on December 2, 2008. Its overall purpose is to utilize tax dollars through the TBID assessment and direct those monies for the purpose of promoting tourism, conventions, trade shows and travel to the City of Great Falls.

According to State statute 7-12-1132 (3) MCA, 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.

**Concurrences:** The TBID partners with several organizations to provide results and follow the overall purpose of the TBID. Fiscal Services staff is responsible for assessing and collecting the revenues.

**Fiscal Impact:** The TBID is projecting annual revenue for Fiscal Year 2011/2012 of approximately \$360,000 in assessments dollars.

The assessment will be according to the formula approved with the creation of the district.

- The applicable hotels shall be subject to an annual assessment of one dollar (\$1.00) per occupied room night as prescribed in Section 7-12-1133 (c), MCA

**Alternatives:** The City Commission could request changes to the TBID budget and work plan.

**Attachments/Exhibits:** 2011/2012 Work Plan  
2011/2012 Budget

Cc: Karen Schermele Venetz, Administrative & Marketing Director





P. O. Box 648 Great Falls, MT 59403 406-868-5989 [director@gftourismbid.com](mailto:director@gftourismbid.com) [www.gftourismbid.com](http://www.gftourismbid.com)

June 24, 2011

City of Great Falls  
Civic Center  
P.O. Box 5021  
Great Falls, MT 59403

Dear City Officials,

Please find enclosed the Great Falls Tourism Business Improvement District work plan and budget for fiscal year 2012.

The TBID Board of Directors is an energetic and dedicated group working towards the goal of promoting Great Falls as a preferred travel destination.

The TBID consists of the following Board members;

Chair - Robert Dompier / Holiday Inn of Great Falls  
Vice-chair - David Buckingham / Crystal Inn & Suites  
Secretary/Treasurer - Sandra Thares / O'Haire Motor Inn  
Director - Pamela Volk / Best Western Plus Heritage Inn  
Director - Ryan Carroll / La Quinta Inn & Suites  
Director - Malissa Holland / Comfort Inn & Suites  
Director - Scott Shull / Days Inn of Great Falls

Administrative and Marketing Director - Karen S. Venetz

Thank you for taking the time to review the enclosed information and we look forward to our in-person presentation on July 19<sup>th</sup> during the City work session.

Sincerely,

Robert Dompier  
Tourism Business Improvement District - Chair  
P. O. Box 648  
Great Falls, MT 59403

Great Falls Tourism Business  
Improvement District

Work Plan: July 1, 2011-June 30, 2012

The mission of the Great Falls Tourism Business Improvement District (TBID) is to generate room nights for lodging facilities in the City of Great Falls, Montana by effectively marketing and funding grants to promote our region as a preferred travel destination.

<b>Strategic Components:</b>
Sports Sales and Tournament Retention

<b>Planning: 2011/2012</b>
The TBID will continue to work with partners such as the 4-Seasons Sports Foundation, MT Expo Park, GF Public Schools, and local community sporting groups to develop and retain sporting events. These efforts promote local tourism and generate overnight stays for lodging properties within the Great Falls TBID.

Meeting, Convention and Event Sales
-------------------------------------

The TBID will continue to partner with the Great Falls Convention and Visitors Bureau (CVB) to solicit and promote meeting, convention and event sales for the Great Falls area. The TBID is a paid member of the GFCVB. The TBID's Administrative and Marketing Director will be a member of the CVB convention and event committee, attending monthly meetings. The TBID will create and grow a contact list of leads in partnership with the CVB and C&E's committee. The TBID will continue cultivation of expanding partnerships with the GF Chamber of Commerce and other tourism associates.
---

TBID Administration and Support
---------------------------------

The TBID will continue to contract with a Independent Administrative and Marketing Director whose function is to facilitate the marketing and administrative components of the TBID. This person is to maintain visibility in the Great Falls community and seek partnerships and opportunities consistent with the TBID mission. This person must maintain sound financial practices.
--

Leisure Marketing
-------------------

The TBID will continue to work as a team with Russell County, the CVB and other tourism associates, on publicity, promotion and marketing opportunities while facilitating a marketing strategy that will allow the combined resources the greatest opportunity to increase awareness of Great Falls as a preferred travel destination.
---

Reserve Marketing Promotion

Monies are to be reserved to maintain a sufficient contingency to market and promote unforeseen opportunities that are consistent with the TBID mission.

Miscellaneous

Work with the GF Chamber of Commerce to develop a city wide calendar of events to provide consistency with all tourism associates. Create and distribute a newsletter for the TBID stakeholders, as well as organize and implement an annual stakeholders meeting. Continue active participation with the CVB, 4-Seasons Sports Foundation, MT Expo Park, Russell Country, Montana Office of Tourism, GF Area Lodging Association, Downtown Action Alliance, GF Development Authority, GF International Airport Authority and other tourism associates to build a cohesive voice for Great Falls area tourism.

Electronic Marketing

Marketing on the Internet, including design development and advertising. Partner with the CVB to enhance Internet capabilities to achieve a greater awareness or storefront so to speak. Research the possibility of partnership with the CVB on a mobile application. Continue to build and improve the [www.gftourismbid.com](http://www.gftourismbid.com) website, including a page accessible only by the stakeholders.

Opportunity Marketing and Community Enhancement

Work with and maintain support of the Great Falls Development Authority on development and execution of a Great Falls brand identity. Continue to support recruitment of additional air service to Great Falls in partnership with the GF Chamber of Commerce, GF International Airport Authority and community partners in the advancement of Great Falls as a preferred travel destination.

Great Falls Tourism Business Improvement District					
Budget for Fiscal Year 2011-2012					
	Budgeted	Spent	2012 Set Asides	Balance	Percent of budget
<b>Revenues</b>					
Assessments	\$360,000.00				
Interest Income	\$500.00				
Convention and Visitors Bureau	\$0.00				
Misc	\$0.00				
<b>Total Revenues</b>	<b>\$360,500.00</b>				
<b>Expenses</b>					
Sports Sales and Tournament Retention	\$64,800.00	\$0.00	\$35,000.00	\$29,800.00	18%
Meeting, Convention and Event Sales	\$64,800.00	\$0.00		\$64,800.00	18%
TBID Administration and Support	\$75,600.00	\$0.00	\$16,249.98	\$59,350.02	21%
Leisure Marketing	\$25,200.00	\$0.00		\$25,200.00	7%
Other Marketing Promotion	\$32,400.00	\$0.00		\$32,400.00	9%
Miscellaneous	\$32,400.00	\$0.00		\$32,400.00	9%
Electronic Marketing	\$7,700.00	\$0.00		\$7,700.00	2%
Opportunity Mktg. & Community Enrichment	\$57,600.00	\$0.00	\$50,000.00	\$7,600.00	16%
<b>Total Expenditures</b>	<b>\$360,500.00</b>	<b>\$0.00</b>	<b>\$101,249.98</b>	<b>\$259,250.02</b>	
<b>Net Revenue/Loss</b>	<b>\$0.00</b>				



**Item:** Resolution 9925 to Levy and Assess Street Maintenance District  
**From:** Judy Burg, Fiscal Services Department  
**Initiated By:** Annual Assessment Process  
**Presented By:** Melissa Kinzler, Fiscal Services Director  
**Action Requested:** City Commission conduct public hearing and adopt Resolution 9925

---

**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 9925.”
  2. Mayor calls for a second, discussion, and calls for the vote.
- 

**Staff Recommendation:** Staff recommends the City Commission adopt Resolution 9925.

**Background:** The Street Department maintains approximately 383 miles of streets and alleys within the city limits. Maintenance consists of pavement rehabilitation and restoration, street cleaning, snow and ice removal, alley maintenance, nuisance weed program and the Traffic Division which is responsible for the maintenance of all roadway signs and signals. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objectives of the department. Street Maintenance contracts with other local governmental agencies are reviewed and/or updated. After determining financial factors pertinent to the operation of the Street Department, an assessment amount for the next fiscal year is calculated, budgeted and presented to the City Commissioners for approval.

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

## ASSESSMENT OPTION

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

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

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

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

**Concurrences:** Public Works staff is responsible for the operation expenses of the Street Department. Fiscal Services staff is responsible for assessing and collecting the street maintenance revenues.

**Fiscal Impact:** Adoption of Resolution 9925 will allow the City to fund the cost of work, improvements, and maintenance each year in the street maintenance district. The current proposed budget will allow the City to continue its current maintenance and replacement activities. The current maintenance and replacement activities are lower than the recommended levels in terms of years between major updates. If more money were available, additional street work could be accomplished that would be more in line with recommended maintenance and replacement.

## ASSESSMENT ANTICIPATED

The anticipated assessment amount for Street Maintenance funds for the next fiscal year is the amount projected through the Budget Development Process. For Fiscal Year 11/12 the assessment will remain the same as last Fiscal Year. This equates to an assessment of \$0.011934 per square foot, for a total of \$3,630,779 and will result in an assessment of \$89.51 for an average size lot of 7,500 square feet (7,500 sq ft x 0.011934 factor = \$89.51.)

**Alternatives:** The City Commission could choose to deny Resolution 9925 to Levy and Assess Street Maintenance; however, the reduction in services to the community could be hazardous to the safety and welfare of the general public.

**Attachments/Exhibits:** Resolution 9925

Cc: Jim Turnbow, Street Supervisor

## RESOLUTION 9925

A RESOLUTION LEVYING AND ASSESSING THE COST OF STREET MAINTENANCE FOR STREETS AND ALLEYS IN THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2011 AND ENDING JUNE 30, 2012

WHEREAS, the Commission of the City of Great Falls did provide for street maintenance by Ordinance 1687 (12.16.010, et seq., OCCGF) on September 7, 1971 in accordance with Sections 11-2263 through 11-2268, RCM, 1947 (now Section 7-12-4401 through 7-12-4427, MCA, 1989); and,

WHEREAS, the Commission of the City of Great Falls did amend and expand the scope of Street Maintenance services authorized by final passage and adoption of Ordinance 2584 on February 5, 1991, in accordance with Sections 7-12-4401 through 7-12-4427, MCA, 1989; and,

WHEREAS, the Commission of the City of Great Falls hereby finds, fixes and determines that each and every lot or parcel within said district has been or will be specially benefited by said maintenance; and,

WHEREAS, on July 19, 2011, the Commission of the City of Great Falls adopted its annual budget resolution in which the estimated costs of maintenance not offset by other revenues, in the Street Maintenance District at a total of THREE MILLION SIX HUNDRED THIRTY THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS (\$3,630,779.)

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

### Section 1 – Continuance

The City of Great Falls continues to maintain streets in the Street Maintenance Districts.

### Section 2 – Assessment Authorization

Section 7-12-4428, M.C.A., authorizes the City Commission to assess the cost of the work, improvements, and maintenance authorized by 7-12-4405 against the property in maintenance districts in the manner and as provided in 7-12-4421 and 7-12-4422 to meet the payments required to be made each year.

### Section 3 – Assessment Option

In accordance with Sections 7-12-4422 and 7-12-4425, M.C.A., each lot or parcel of land within the Street Maintenance District shall be assessed according to its Assessable Area. Assessable area shall be set with a square footage cap of 12,000 square feet for residential property and properties categorized as non-profit/cemetery organizations 501(c)(13) as defined by the Internal Revenue Code, and a 1 million square feet cap for all other property. The Planning Department shall annually identify all mixed-use property equal to or greater than 112,000 square feet which are 50% or less

commercially developed. Those mixed-use properties shall be assessed 50% commercial and 50% at capped residential.

Section 4 – Costs Assessed

The costs of said maintenance, not offset by other revenues, in the street maintenance district, totaling THREE MILLION SIX HUNDRED THIRTY THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS (\$3,630,779) are hereby levied and assessed upon the property in said district for the fiscal year ending June 30, 2012. The description of each lot or parcel of land within the street maintenance district and the respective assessments are set forth in the records of the Fiscal Services Department of the City of Great Falls, Montana and by this reference incorporated herein as if set forth in full.

Section 5 – Assessment Method

The Street Maintenance District shall be assessed according to factors based on the property classification and square footage with caps. No proration of the street maintenance assessment shall be made for any reason, including the fact that a particular property did not have paved streets for the entire taxable year.

Section 6 – Assessments Due Date

These assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2011 and May 31, 2012.

Section 7 – Assessment Hearing

On August 2, 2011 at 7:00 p.m., in the Commission Chambers of the Civic Center Building, Great Falls, Montana, the Commission did meet and hear all objections to the final adoption of this resolution.

Section 8 – Notice of Hearing

In accordance with Section 7-1-4127, the City Clerk is hereby authorized and directed to provide for two publications of the Notice of Resolution for Assessment with at least six days separating each publication. This publication of the Notice of Resolution for Assessment also complies with Section 7-12-4426, MCA, which requires last publication of notice to be at least 5 days preceding the assessment hearing.

PASSED by the Commission of the City of Great Falls, Montana, on this 2<sup>nd</sup> day of August 2011.

\_\_\_\_\_  
Michael J. Winters, Mayor

ATTEST:

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



(SEAL OF CITY)

---

Approved for Legal Content:  
James W. Santoro  
City Attorney



**Item:** Resolution 9926 to Levy and Assess Special Improvement General Boulevard Maintenance District No. 3570

**From:** Judy Burg, Fiscal Services Department

**Initiated By:** Annual Assessment Process

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

**Action Requested:** City Commission conduct public hearing and adopt Resolution 9926

---

**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 9926.”

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

**Staff Recommendation:** Staff recommends the City Commission adopt Resolution 9926.

**Background:** The Park and Recreation Department, Natural Resources – Boulevard Division is responsible for the care and maintenance of over 15,000 street trees located within the General Boulevard District. Services provided within the District are tree pruning, removal, planting, leaf pickup and streetscape design. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objectives of the department. After calculating all factors pertinent to the operation of the Natural Resources – Boulevard Division, an assessment amount for the next fiscal year is calculated, proposed and presented to the City Commission for approval.

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

**Concurrences:** Park and Recreation staff is responsible for the operation expenses of the Boulevard District Fund. Fiscal Services staff is responsible for assessing and collecting the revenues.

**Fiscal Impact:** Adoption of Resolution 9926 will allow the City to finance the costs of work, improvements, and maintenance conducted each year in the special improvement boulevard maintenance district.

#### ASSESSMENT ANTICIPATED

The anticipated assessment amount used to assess General Boulevard Maintenance for the next fiscal year is the amount projected through the budget development process. For Fiscal Year 11/12 the General Boulevard Area assessment will remain the same as last Fiscal Year's assessed amount of \$318,856. This will result in an assessment of \$67.39 for an average size lot of 7,500 square feet (7,500 sq ft x 0.008985 factor = \$67.39.)

**Alternatives:** The City Commission could choose to deny Resolution 9926 to Levy and Assess General Boulevard Maintenance; however, the reduction in services to trim, prune, spray and maintain the trees within the district would be harmful and devastating to the overall shelter and beauty provided by the street trees to the community.

**Attachments/Exhibits:** Resolution 9926

Cc: Todd Semanski, City Forrester

## RESOLUTION 9926

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING BOULEVARDS IN THE GENERAL BOULEVARD DISTRICT NO. 3570 OF THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2011 AND ENDING JUNE 30, 2012.

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

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

WHEREAS, the City Commission intends to continue trimming, pruning, spraying, and otherwise maintaining the trees within said district; and,

WHEREAS, on July 19, 2011, the Commission of the City of Great Falls adopted its annual budget resolution in which the estimated costs of such maintenance within the General Boulevard Maintenance District No. 3570 are reflected at a total of THREE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS (\$318,856).

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

### Section 1 – Continuance

The City of Great Falls continues to trim, prune, spray and otherwise care for and maintains the trees in the General Boulevard Maintenance District.

### Section 2 – Costs Assessed

The costs of said care and maintenance in the Boulevard Maintenance District No. 3570, totaling \$318,856 are hereby assessed upon the properties in said district and are hereby levied and assessed upon the property in said district for the fiscal year ending June 30, 2012. Each lot and parcel within the district is hereby assessed in proportion to its square footage and that the procedure for determining the square footage to be assessed is the total square footage as set forth in Exhibit "A" of Resolution 6202 passed by the Great Falls City Commission on July 22, 1968, and presently on file in the office of the City Clerk.

### Section 3 – Assessments Due Date

These assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2011 and May 31, 2012.

### Section 4 – Assessment Hearing

On August 2, 2011 at 7:00 p.m., in the Commission Chambers of the Civic Center Building, Great Falls, Montana, the Commission did meet and hear all objections to the final adoption of this resolution.

Section 5 – Notice of Hearing

The City Clerk is hereby authorized and directed to provide for two publications of the Notice of Resolution for Assessment in accordance with Section 7-1-4127, MCA, preceding the assessment hearing.

PASSED by the Commission of the City of Great Falls, Montana, on this 2<sup>nd</sup> day of August, 2011.

---

Michael J. Winters, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(SEAL OF CITY)

---

Approved for Legal Content:  
James W. Santoro  
City Attorney



**Item:** Resolution 9927 to Levy and Assess Special Improvement Portage Meadows Maintenance District No. 1195

**From:** Judy Burg, Fiscal Services Department

**Initiated By:** Annual Assessment Process

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

**Action Requested:** City Commission conduct public hearing and adopt Resolution 9927

---

**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 9927.”

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

**Staff Recommendation:** Staff recommends the City Commission adopt Resolution 9927.

**Background:** The Portage Meadows Fund is administered by the Park and Recreation Department. The purpose of the fund is to maintain the turf, trees, irrigation system and provide snow removal in the green belt park of the Portage Meadows Addition. There are currently 186 parcels that directly benefit and are affected by the upkeep and maintenance of Portage Meadows. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objectives of the Fund. After calculating all factors pertinent to the operation of maintaining the green belt park area, an assessment amount for the next fiscal year is calculated, budgeted and presented to the City Commissioners for approval.

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

**Concurrences:** Park and Recreation staff is responsible for the operation expenses of the Portage Meadows District Fund. Fiscal Services staff is responsible for assessing and collecting the revenues.

**Fiscal Impact:** Adoption of Resolution 9927 will allow the City to finance the costs of work, improvements, and maintenance required to be made each year in the Special Improvement Portage Meadows Maintenance District.

#### ASSESSMENT ANTICIPATED

The anticipated assessment amount used to assess Portage Meadows Maintenance for the next fiscal year is the amount projected through the budget development process. For Fiscal Year 11/12 the Portage Meadows Green Belt Area assessment will remain the same as last Fiscal Year's assessed amount of \$46,922. This will result in an assessment of \$251.28 for an average size lot of 4,501 square feet (4,501 sq ft x 0.055827 factor = \$251.28.)

**Alternatives:** The City Commission could choose to deny Resolution 9927 to Levy and Assess Portage Meadows Boulevard Maintenance; however, the City agreed to provide the services when the land area was donated to the City.

**Attachments/Exhibits:** Resolution 9927

Cc: Giles Salyer, Park Maintenance Supervisor

## RESOLUTION 9927

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING THE GREEN BELT PARK OF PORTAGE MEADOWS ADDITION IN THE CITY OF GREAT FALLS ON ALL REAL ESTATE IN SPECIAL IMPROVEMENT MAINTENANCE DISTRICT NO. 1195 FOR THE FISCAL YEAR BEGINNING JULY 1, 2011 AND ENDING JUNE 30, 2012.

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

WHEREAS the City Commission intends to continue maintaining the Green Belt Park of Portage Meadows addition within said district; and,

WHEREAS on July 19, 2011, the Commission of the City of Great Falls adopted its annual budget resolution in which the estimated cost of such maintenance within said district at a total of FORTY-SIX THOUSAND NINE HUNDRED NINETY-TWO DOLLARS (\$46,992).

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

### Section 1 – Continuance

The City of Great Falls continues to care for and maintain the Green Belt Park in Special Improvement Maintenance District No. 1195.

### Section 2 – Costs Assessed

The costs of said care and maintenance in the district, totaling \$46,992 are hereby assessed upon the properties in said district.

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

Assessments for each year may be reviewed on an annual basis and may be revised in amount according to the following formula: cost plus ten percent (10%) divided by the total square feet of all of the lots within said district times the square feet of each lot. Costs shall be for expendable material costs, snow removal labor, water, mowing labor, fertilizer costs and labor, aerification labor, and tree pruning costs.

### Section 3 – Assessments Due Date

These assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2011 and May 31, 2012.



Section 4 – Assessment Hearing

The City Commission will hear objections to the final adoption of this resolution at 7:00 p.m., August 2, 2011, in the Commission Chambers of the Civic Center Building, Great Falls, Montana.

Section 5 – Notice of Hearing

The City Clerk is hereby authorized and directed to provide for two publications of the Notice of Resolution for Assessment in accordance with Section 7-1-4127, MCA, preceding the assessment hearing.

PASSED by the Commission of the City of Great Falls, Montana, on this 2<sup>nd</sup> day of August, 2011.

---

Michael J. Winters, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(SEAL OF CITY)

---

Approved for Legal Content:  
James W. Santoro  
City Attorney



**Item:** Conduct Public Hearing for Resolution 9932 Authorizing the Rate Component for Electric City Power (ECP) Customers

**From:** Greg Doyon, City Manager

**Initiated By:** Rate Component for ECP Customers, effective as of July 1, 2011

**Presented By:** Greg Doyon, City Manager

**Action Requested:** Conduct Public Hearing and Adopt Resolution 9932

---

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9932 authorizing the rate component portion for current ECP customers to be effective as of July 1, 2011.”

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

**Background:** The term of the rate component portion of the contracts between ECP and the current ECP customers ended on June 30, 2011.

By way of background, on May 31, 2011, notice was given to current ECP customers concerning the rate component portion of their contracts. On June 6, 2011, the ECP Board convened and discussed the rate component computations. A presentation was made by the City’s rate consultant, Jim Williams, concerning future rate computations. Mr. Williams recommended rate structure: 1) a pass-through rate from Southern Montana (estimated rate of \$70 per mWh); 2) a \$3.50 administration charge; and 3) a \$3.50 debt service charge.

Following the presentation by Jim Williams, the ECP Board directed the City Manager to move forward accordingly. The City Manager and the City Attorney have been contacting ECP customers and addressing the rate component part of their contracts and advising the ECP customers that future rates will be set by the City Commissioner in an upcoming public hearing.

The Commission has not met as the ECP board to recommend a rate or the debt recovery portion to Block 1 or Block 2 customers.

**Fiscal Impact:** If the pass-through rate and an administrative rate are not approved, ECP will be unable to break even in Fiscal Year 2012. If the debt service rate is not approved, past losses sustained by ECP will not be recoverable.

**Alternatives:** The City Commission could deny Resolution 9932.

**Attachments/Exhibits:**

Resolution 9932

Resolution 9932 Legal Notice

ECP Rate Component Calendar

**RESOLUTION 9932**  
**AUTHORIZING THE RATE COMPONENT OF ECPI ENERGY CONTRACTS**

A RESOLUTION AUTHORIZING THE RATE COMPONENT OF ECPI ENERGY CONTRACTS, IN ACCORDANCE WITH 13.02.040 OCCGF, EFFECTIVE AS OF JULY 1, 2011.

WHEREAS: The City Commission of the City of Great Falls, met and conducted a public hearing during the regular session on Tuesday, August 2, 2011, at the Civic Center, Great Falls, Montana, at 7:00 p.m. and did consider the cost of operation, equipment, facilities, debt service, and capital improvements for the Electric Utility Fund; and

WHEREAS: 5.20.070 OCCGF states: "All rates and charges recommended by the Board of Directors of the Corporation [ECP] shall be subject to the approval of the City Commission, by resolution adopted subsequent to notice and public hearing as required by Title 69, Chapter 7, Part 1, Montana Code Annotated, as amended."

NOW, THEREFORE BE IT RESOLVED: The City Commission of the City of Great Falls does hereby authorize the rate component of ECPI Energy Contracts (Exhibit A).

Passed by the Commission of the City of Great Falls, Montana, on this 2nd day of August, 2011.

\_\_\_\_\_  
Michael J. Winters, Mayor

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney

**ELECTRIC CITY POWER (ECP) RATE SHEET**

**Power Supply Schedule C**

**Rates Effective July 1, 2011**

**Monthly Bill Components:** Each month, Customers' bills shall include an Electric Supply Charge and an Administrative & General Expenses Charge.

**RATES:**

**Monthly Bill:**

**Electric Supply Charge:** Each Customer shall be billed for the amount of electricity used (the "Electric Energy") measured in kilowatt hours (kWh). The cost of the Electric Energy shall be the actual cost for the Electric Energy (in \$/kWh) as reflected in the monthly invoice from Southern Montana Electric Generation & Transmission Cooperative, Inc., (Southern Montana Electric) as it may be amended from time to time.

**PLUS:**

**Transmission Charges:** Each Customer shall be billed for the amount of electricity transported on their behalf (the "Electric Transmission Energy") measured in kilowatt hours (kWh). The cost of the Electric Transmission Energy shall be the actual cost for the Electric Transmission Energy (in \$/kWh) as reflected in the monthly invoice from Southern Montana Electric as it may be amended from time to time.

**PLUS:**

**Administrative & General Charge:** each Customer's pro-rata share of all relevant monthly Administrative and General expenses including, but not limited to: all accounting, legal, and consulting costs; ECP's monthly debt retirement obligation (as determined by ECP's Board of Directors); any additional credit support requirements which may be assessed by Southern Montana Electric and any costs incurred with respect to ECP's Renewable Energy Credit obligations.

Effective July 1, 2011, Block 1 and Block 2 customers of ECP, who are under current contractual obligations, will be assessed a monthly \$3.50 MWH for retirement of debt due to subsidized rates.

## Electric City Power, Inc Rate Component Calendar

MAY						
S	M	T	W	T	F	S
1	2	<u>3</u>	4	5	6	7
8	9	10	11	12	13	14
15	16	<u>17</u>	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	<u>7</u>	8	9	10	11
12	13	14	15	16	17	18
19	20	<u>21</u>	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	T	F	S
					1	2
3	4	<u>5</u>	6	7	8	9
10	11	12	13	14	15	16
17	18	<u>19</u>	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
	1	<u>2</u>	3	4	5	6
7	8	9	10	11	12	13
14	15	<u>16</u>	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### TIME LINE FOR SETTING RATE COMPONENT OF CONTRACTS WITH ELECTRIC CITY POWER, INC (ECPI) CUSTOMERS

- |                       |   |
|-----------------------|---|
| May 31, 2011          | Registered letters sent to customers requesting meetings concerning rate component of contracts |
| June 6, 2011          | ECPI Board meeting discussion/ direction regarding rate component of contracts                  |
| June 10, 2011         | Deadline for ECPI Customers to setup rate component meetings                                    |
| June 7- June 30, 2011 | Meetings with customers to discuss rate component   |
| July 5, 2011          | Scheduling public hearing for rate component at City Commission meeting                         |
| July 11, 2011         | ECPI Board Meeting  |
|                       | <b>Dates to Publish Public Notices</b>  |
| July 17, 2011         | 1 <sup>st</sup> Notice  |
| July 24, 2011         | 2 <sup>nd</sup> Notice  |
| July 31, 2011         | 3 <sup>rd</sup> Notice  |
| July 18, 2011         | Mail notices to applicable ECP, Inc. customers  |
| August 2, 2011        | Public Hearing on rate component at City Commission Meeting                                     |
| July 1, 2011          | Billing for July electric use is estimated to be calculated at the end of August.               |

**PUBLIC NOTICE  
PUBLIC HEARING ON RESOLUTION 9932  
AUTHORIZING THE RATE COMPONENT FOR ELECTRIC CITY POWER CUSTOMERS**

The City of Great Falls is proposing new rate components for effective July 1, 2011 for all ECPI customers. The changes are necessary to pay costs of service and related debt service expenses incurred by the City's Electric Utility Fund.

The City Commission must approve all rate increases and conduct a public hearing prior to implementation.

The public hearing will be held on August 2, 2011 at 7:00 p.m. in the Civic Center Commission Chambers, 2 Park Drive. Please mail any comments to City Clerk, City of Great Falls, PO Box 5021, Great Falls, MT 59403

For further information, contact the Utilities Customer Service Representative at 727-7660 or in Room 104 of the Civic Center, 8:00 am to 5:00 pm

Publication Dates:

July 17, 2011

July 24, 2011

July 31, 2011



**Item:** Cascade Ridge Senior Living Facility Public Hearing – Ordinance 3078 to Rezone Lot 1B of an Amended Plat in the vicinity of 15<sup>th</sup> Avenue South and 29<sup>th</sup> Street South and Amended Plat of Lot 1, Block 2, First Addition to Great Falls Clinic Addition.

**From:** Jana Cooper, RLA, Planner II, Planning and Community Development

**Initiated By:** Tim Morgan, Developer, Mountain Plains Equity Group

**Presented By:** Mike Haynes, AICP, Director of Planning and Community Development

**Action Requested:** City Commission adopt Ordinance 3078 and approve the Amended Plat of Lot 1, Block 2, First Addition to Great Falls Clinic Addition.

---

**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 Motions:** (Each motion to be separately considered)

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3078.”

and;

“I move the City Commission (approve/disapprove) the Amended Plat of Lot 1, Block 2, First Addition to Great Falls Clinic Addition and the accompanying Findings of Fact subject to fulfillment of conditions stipulated by the Planning Advisory Board.”

2. Mayor calls for a second, discussion, and calls for the vote after each motion.

---

**Recommendation:** At the conclusion of a public hearing held June 14, 2011, the Zoning Commission passed a motion recommending the City Commission rezone Cascade Ridge Senior Living Facility legally described as Lot 1B of an Amended Plat of Lot 1, Block 2, First Addition to Great Falls Clinic Addition, Section 17, T20N, R4E, Cascade County, Montana. In addition to the rezone request the developer is also requesting a minor subdivision of the property from one lot into two lots.



Staff recommended the combined Planning Advisory Board /Zoning Commission approve the rezoning and minor subdivision of the subject property. Three citizens spoke at the public hearing one in support of the project and two who had general questions and comments regarding the proposed project.

Ordinance 3078 was accepted on first reading by the City Commission on July 5, 2011.

**Background:** The ±7.59 acre subject property is generally located north of 15th Avenue South between 29th Street South and 32nd Street South. (See attached Vicinity/Zoning Map)

The developer is requesting to subdivide the ±7.59 acre subject property into two lots, with the western ±3.347 acre Lot 1A (existing Gift of Life Housing Center) remaining PLI Public lands and institutional, and the eastern vacant and undeveloped ±4.244 acre Lot 1B to be rezoned from PLI to R-6 Multi-family residential high density, to allow development of the proposed Cascade Ridge Senior Living Facility. (See attached Reduced Copy of Amended Plat, Conceptual Site Phase 1 Site Plan and Conceptual Final Site Plan Phase 1 & 2)

Some of the key elements of the Cascade Ridge Senior Living project include:

- The project will provide an affordable housing option for seniors as a component of the Benefis Senior Community Initiative.
- The project will be financed through LIHTCs (Low Income Housing Tax Credits) in addition to conventional construction loans and permanent financing.
- The project will provide affordable senior housing for 46 years as specified in the federal tax credit financing program.
- The project will serve seniors 55+ years old with incomes ranging between 31% and 60% of Annual Area Median Income (income maximums, subject to change: currently one person - \$23,160; two persons - \$26,460).

Features of the complex include:

- Forty units, twenty one-bedroom units and twenty two-bedroom units. Phase II may include sixteen additional units, eight one-bedroom and eight two-bedroom units.
- One car garage for each unit, with additional parking in front of each garage space.
- Common area with library, exercise room, crafts room and two lounges. Washer/dryer facilities in each unit.
- Emergency call/security system.
- Access to Benefis Health Systems transportation and senior wellness programs.

The subject property borders existing R-6 zoned property to the north and southeast, and PLI to the south and west. R-6 Multifamily high density residential zoning is intended to accommodate multifamily development at the highest density allowed in the City. The proposed multifamily residential development on Lot 1B will be compatible with neighboring uses. Again, Lot 1A is to retain the PLI Public lands and institutional zoning consistent with the existing (Gift of Life Housing Center) use of the property.

Pursuant to the conditions of approval for the recently-approved Grandview at Benefis project and the subsequent development agreement between the City of Great Falls and Benefis Health Systems dated May 11, 2011, a Certificate of Occupancy permit for the Cascade Ridge project will not be issued by the City until 15<sup>th</sup> Avenue South (and associated infrastructure) is extended to the eastern end of the existing right-of-way (60 feet west of the east boundary of the subject property). The roadway will be paved with all improvements to City standards including boulevard enhancements, sidewalks, curb and gutter. The development agreement specifically outlines the roles and responsibilities of each party for the extension of 15<sup>th</sup> Avenue South.

It should be noted that the Grandview at Benefis Developer Agreement dated May 11, 2011, also commits Benefis Health Systems to completing the final easternmost 400 foot segment of 15<sup>th</sup> Avenue South to connect to 32<sup>nd</sup> Street South, if the City can acquire the right-of-way for said improvements from Ventas Group, owner of the “Park Place” property.

City water mains (8”) and City sewer mains (8”) shall be extended in 15<sup>th</sup> Avenue South from their existing locations on the western portion of the site to the eastern end of the existing right-of-way (60 feet west of the east boundary of the subject property). The required utility extensions in 15<sup>th</sup> Avenue South are also a part of the Developer Agreement between the City of Great Falls and Benefis Health Systems and again occupancy permits for the Cascade Ridge project will not be issued by the City until the above described infrastructure is complete. The closest storm drain is located in 15<sup>th</sup> Avenue South and Desert Drive; the developer will not be required to extend the storm drain.

The proposed development will have impervious surfaces of more than 15,000 square feet; therefore, the developer is required to provide a stormwater management plan in compliance with the City of Great Falls Storm Design Manual and City standards. The plan will be reviewed and approved by the Public Works Department prior to the issuance of building permits for the development.

Zoning of subject property will enhance health, safety and welfare through application of City Codes and provision of municipal services. Section 76-2-304 Montana Code Annotated lists criteria and guidelines, which must be considered in conjunction with establishing municipal zoning on land:

- (1) Zoning regulations must be:
  - (a) made in accordance with a growth policy; and
  - (b) designed to:
    - (i) secure safety from fire and other dangers;
    - (ii) promote public health, public safety, and the general welfare; and
    - (iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.
- (2) In the adoption of zoning regulations, the municipal governing body shall consider:
  - (a) reasonable provision of adequate light and air;
  - (b) the effect on motorized and non-motorized transportation systems;
  - (c) promotion of compatible urban growth;
  - (d) the character of the district and its peculiar suitability for particular uses; and
  - (e) conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.

Applicable policy statements include “residential land uses should be planned and located so that they do not result in adverse impacts upon one another.” Therefore, staff concludes the above-cited criteria are substantially met.

The proposed development is compatible with the 2005 Growth Policy, as it advances specific Goals, Policies, and Action Strategies contained within the related plan Elements, and is also in line with the general themes and principles found in the document. Plan Elements related to the proposed development include Land Use, Housing, Economic Development and Transportation. Specifically, the proposed development provides an environment that allows the elderly to remain independent and provides continued development of senior/assisted living facilities due to the City’s ageing population. The development is accessible to healthcare and other community services; it is convenient to transportation facilities and essential services, as well as grocery stores and other general shopping, places of worship and entertainment venues.

The Medical District Master Plan (MDMP) supplements the City’s Growth Policy to guide land use and zoning in the Medical District. In addition to a general vision for the area, the MDMP provides specific implementation initiatives that are intended to guide future land use and development. The proposed Cascade Ridge project is consistent with the general vision for the area and also advances a number of these initiatives, primarily:

- Infill development of vacant properties;
- The development of land uses complementary to existing residential and medical uses; and,
- Improves the transportation and circulation system in the Medical District Area.

The development group presented to Neighborhood Council #5 on April 18, 2011. The Neighborhood Council voted in support of the project but had the following comments:

- Would like to see 15th Avenue South extended to 32nd Street.
- Prefer project not having a tax exempt status.
- Concern for storm drainage and how that would be handled.
- Concern for dust and debris and how that will be mitigated during construction.

**Concurrences:** Representatives from the City’s Public Works and Fire Departments have been involved throughout the review and approval process for this project.

**Fiscal Impact:** While the proposed Cascade Ridge project will utilize federal Low Income Housing Tax Credits and is expected to be exempt from local property taxes, it will be beneficial to the economy in terms of new building, roadway and utility construction and will be beneficial to the community in terms of the provision of affordable, senior rental housing.

**Alternatives:** If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and by State Statute.

**Attachments/Exhibits:**

Ordinance 3078  
Vicinity / Zoning Map  
Reduced Copy of Amended Plat  
Conceptual Phase 1 Site Plan  
Conceptual Final Site Plan (Phase 1 & 2)  
Findings of Fact

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Patty Cadwell, Neighborhood Council Coordinator  
Tim Morgan, Mountain Plains Equity Group, 2825 3rd Avenue North, Suite 600  
Billings, MT 59101  
Lowell Springer, Springer Group, [lowell@springergroup.net](mailto:lowell@springergroup.net)

ORDINANCE 3078  
(Revised)

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-6 MULTI-FAMILY RESIDENTIAL HIGH DENSITY DISTRICT TO LOT 1B OF AN AMENDED PLAT OF LOT 1, BLOCK 2, FIRST ADDITION TO GREAT FALLS CLINIC ADDITION, SECTION 17, T20N, R4E, CASCADE COUNTY, MONTANA TO BE KNOWN AS CASCADE RIDGE

\* \* \* \* \*

WHEREAS, Lot 1B, of an Amended Plat of Lot 1, Block 2, First Addition to Great Falls Clinic Addition, Section 17, Township 20 North, Range 4 East, Cascade County, Montana was annexed into the City of Great Falls on March 15, 2005; and,

WHEREAS, at the time of annexation, the City of Great Falls assigned a zoning classification of PLI Public land and institutional district classification to said Lot 1, First Addition to Great Falls Clinic Addition; and,

WHEREAS, Mountain Plains Equity Group, has petitioned the City of Great Falls to rezone said Lot 1B, First Addition to Great Falls Clinic Addition, to R-6 Multi-family residential high density district classification; and,

WHEREAS, notice of assigning said zoning classification to said Lot 1B, First Addition to Great Falls Clinic Addition, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 2<sup>nd</sup> day of August, 2011, before final passage of said Ordinance herein; and,

WHEREAS, the approval of said zoning classification is subject to the developer fulfilling the conditions of approval in the Planning Advisory Board / Zoning Commission agenda report dated June 14, 2011; and,

~~WHEREAS, the approval of said zoning classification is subject to the developer entering into a Development Agreement with the City of Great Falls that describes the obligations to fulfill said conditions of approval; and,~~

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

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

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

Section 2. That the zoning classification of said Lot 1B, First Addition to Great Falls Clinic Addition, be designated as R-6 Multi-family residential high density district.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the Lot 1B of the Amended Plat of Lot 1, Block 2, First Addition to Great Falls Clinic Addition, Section 17, Township 20 North, Range 4 East, Cascade County, Montana, whichever event shall occur later.

APPROVED by the City Commission of the City of Great Falls, Montana, on first reading July 5, 2011.

PASSED, APPROVED AND ADOPTED by the city Commission of the City of Great Falls, Montana on second reading August 2, 2011.

---

Michael J. Winters, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

---

James W. Santoro, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that I did post, as required by law and as prescribed and directed by the City Commission, Ordinance 3078 in three conspicuous places within the limits of said City to-wit:

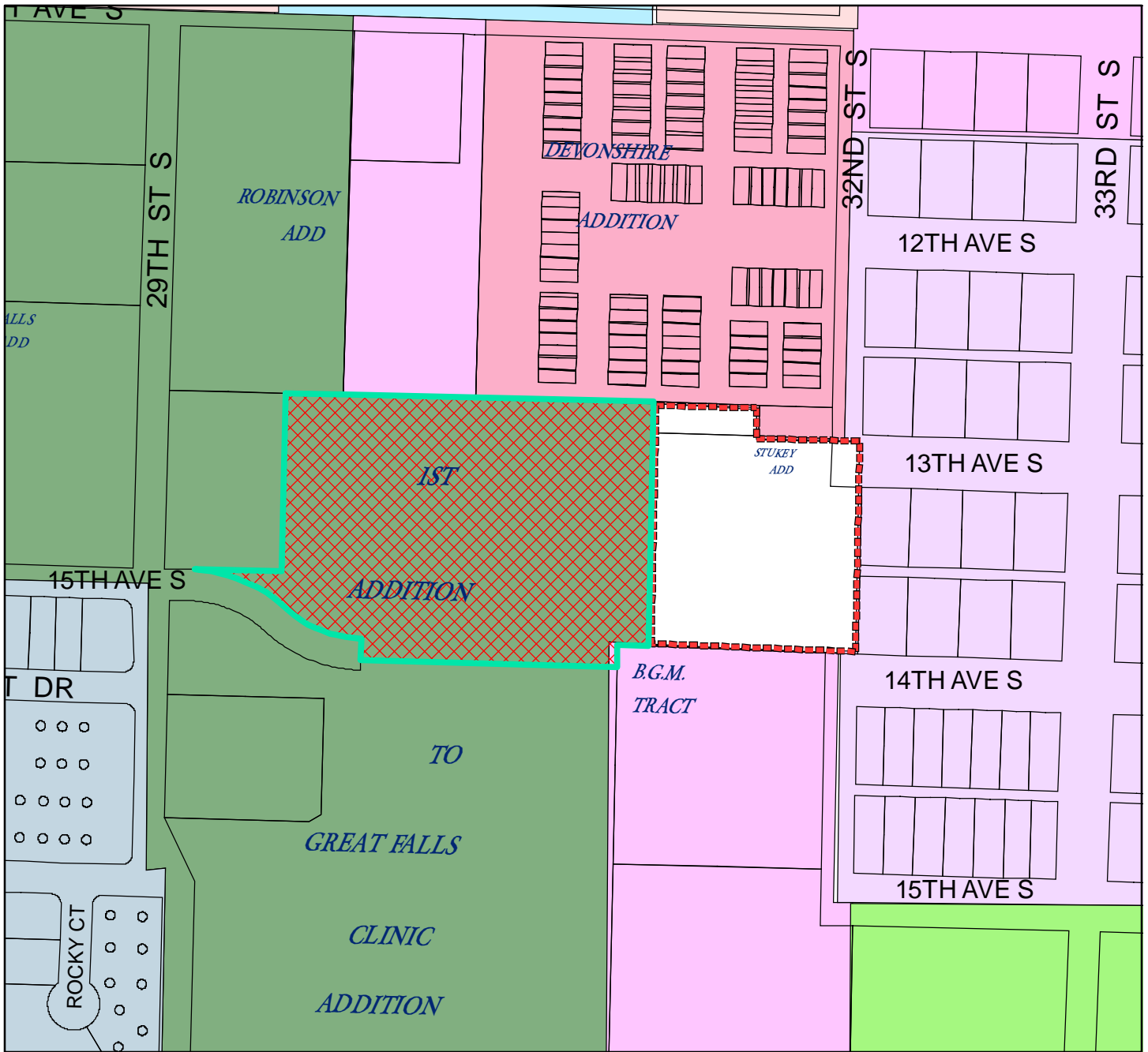
On the Bulletin Board, first floor, Civic Center Building;  
On the Bulletin Board, first floor, Cascade County Court House;  
On the Bulletin Board, Great Falls Public Library

---

Lisa Kunz, City Clerk

(CITY SEAL)

# Exhibit B: Vicinity/Zoning Map



220 110 0 220 Feet



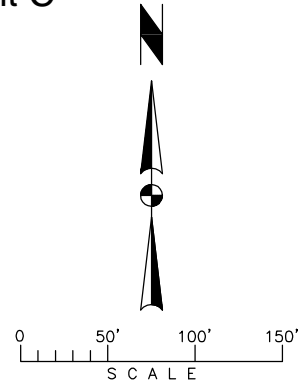
- |                                |                                |                                  |
|--------------------------------|--------------------------------|----------------------------------|
| Cascade Ridge Development      | I-1 Light industrial           | R-2 Single-family medium density |
| <b>ZONING</b>                  | I-2 Heavy industrial           | R-3 Single-family high density   |
| AI Airport Industrial          | M-1 Mixed-use district         | R-5 Multi-family medium density  |
| C-1 Neighborhood commercial    | M-2 Mixed-use transitional     | R-6 Multi-family high density    |
| C-2 General commercial         | PLI Public lands institutional | R-9 Mixed residential            |
| C-3 Highway commercial         | POS Park Open Space            | R-10 Mobile home park            |
| C-4 Central business core      | PUD Planned unit development   | Unincorporated Enclave           |
| C-5 Central business periphery | R-1 Single-family suburban     |                                  |



Exhibit C

AN AMENDED PLAT OF LOT 1, BLOCK 2, FIRST ADDITION TO GREAT FALLS CLINIC ADDITION  
 A MINOR SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 17, T20N, R4E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

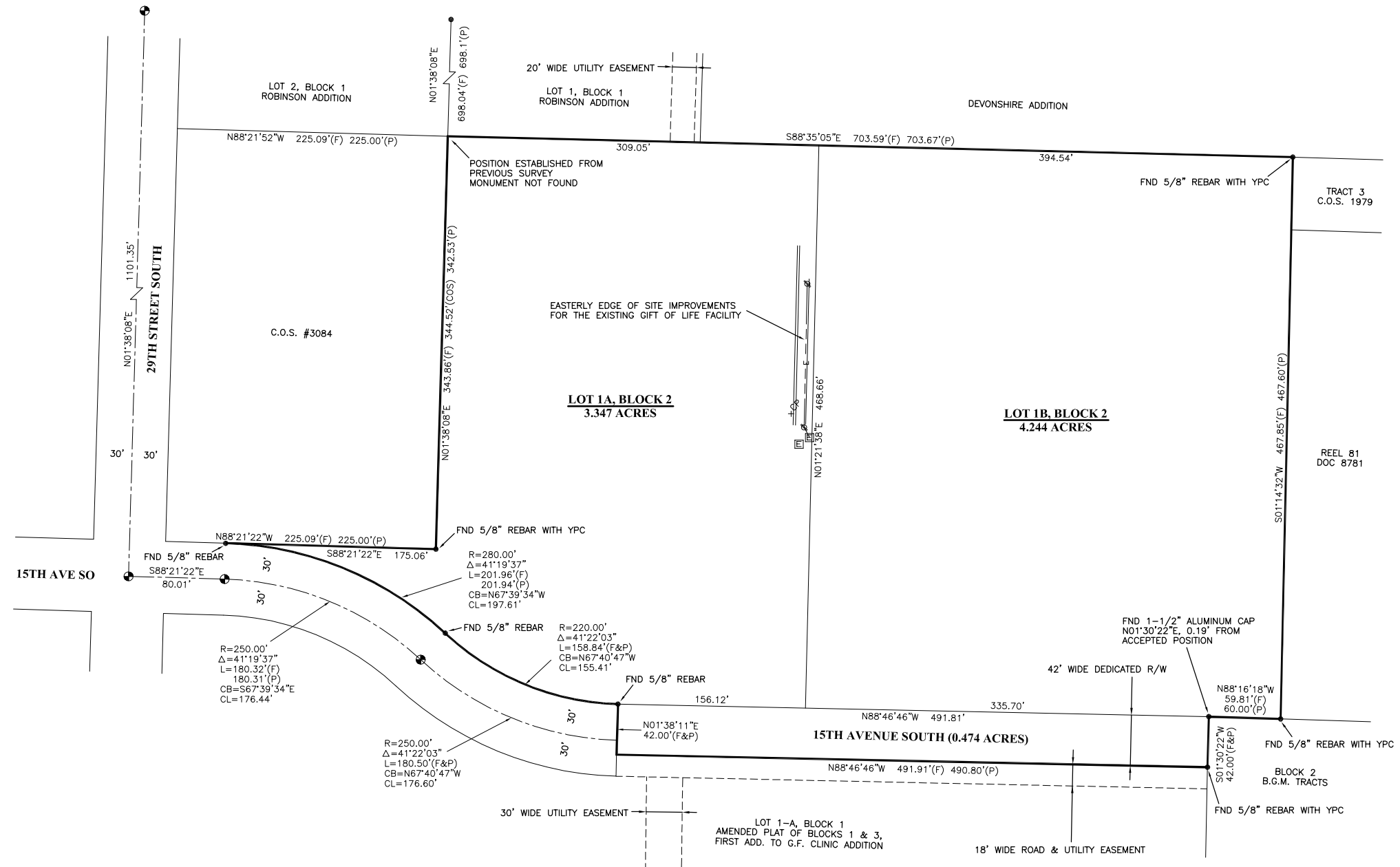
LAND OWNERS: BENEFIS HEALTH SYSTEMS



LEGEND

TRACT BOUNDARY	—
FOUND PROPERTY MONUMENT — AS NOTED	•
SET PROPERTY MONUMENT	○
5/8" REBAR & 1562SLS YPC	
EASEMENT LINE	- - - - -
LOT LINE	—
FIELD MEASUREMENT	(F)
PLATTED MEASUREMENT	(P)

AREA OF LOTS = 7.591 ACRES  
 AREA OF DEDICATED R/W = 0.474 ACRES  
 TOTAL AREA = 8.065 ACRES



BASIS OF BEARING: MONTANA STATE PLANE COORDINATE SYSTEM, ESTABLISHED WITH SURVEY QUALITY GPS

PURPOSE OF SURVEY: 1) TO CREATE TWO TRACTS OF LAND FROM ONE EXISTING TRACT.  
 2) TO CREATE ADDITIONAL RIGHT-OF-WAY FOR 15TH AVENUE SOUTH.

<b>TD&amp;H</b>	DRAWN BY: DRK	DATE: 4-29-11	QUALITY CHECK: RFS
	SURVEYED BY: DRK	JOB NO.	FIELDBOOK
<b>THOMAS, DEAN &amp; HOSKINS, INC.</b>			
ENGINEERING CONSULTANTS			
GREAT FALLS—BOZEMAN—KALISPELL—HELENA			MONTANA
SPOKANE			WASHINGTON
LEWISTON			IDAHO

Exhibit D



**SPRINGER GROUP, P.C.**  
 LAND USE PLANNERS  
 ARCHITECTS

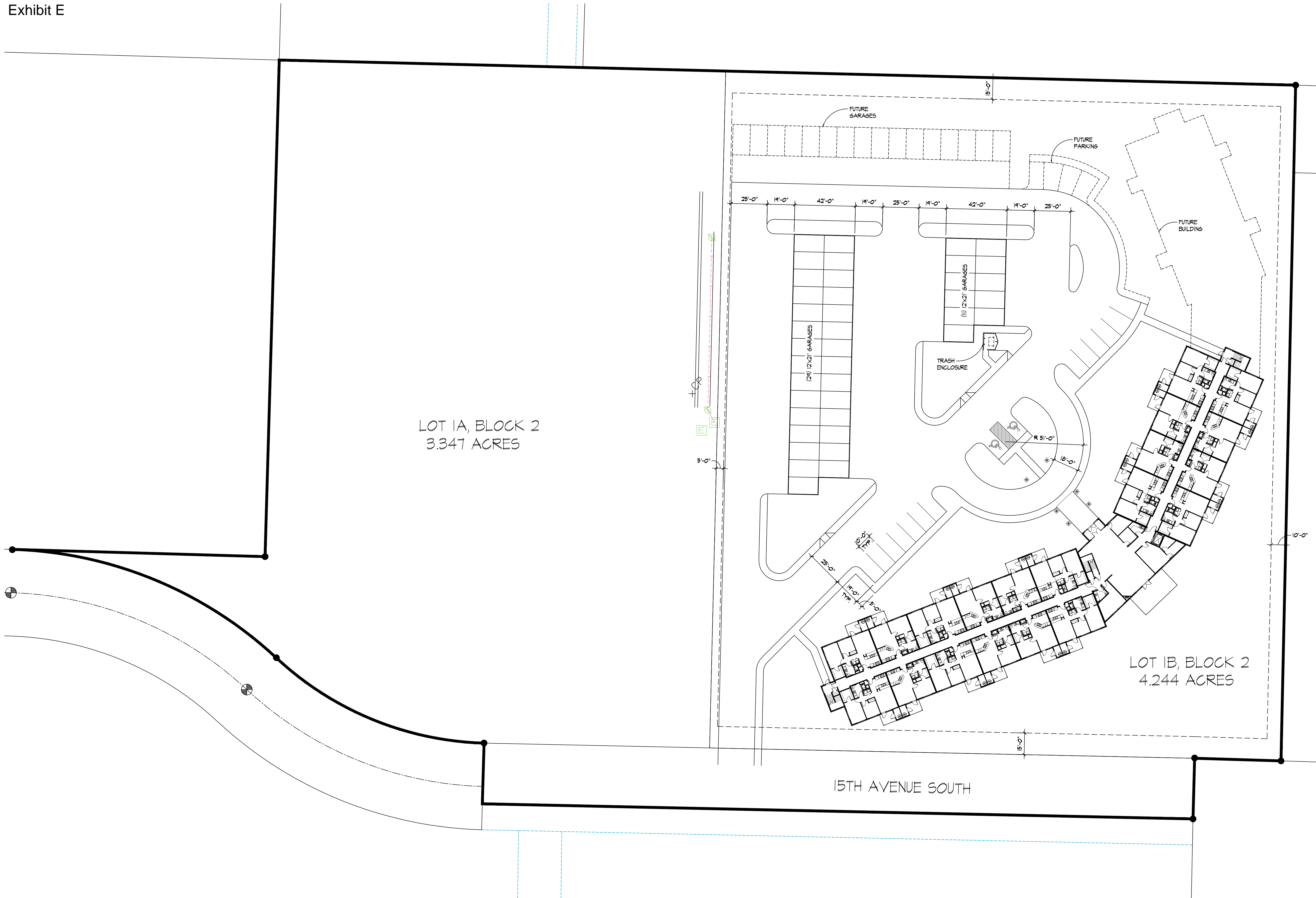
20 SOUTH WALDOX AVE. STE. 104  
 BOZEMAN, MONTANA 59717  
 PH: 406.552.5344  
 FX: 406.552.5344

DATE		DESCRIPTION
DATE	BY	DESCRIPTION

**Cascade Ridge Senior Living  
 @ Benefits Medical  
 Complex**  
 Great Falls, Montana



01-17-11  
**A-100**



LOT 1A, BLOCK 2  
3.347 ACRES

LOT 1B, BLOCK 2  
4.244 ACRES

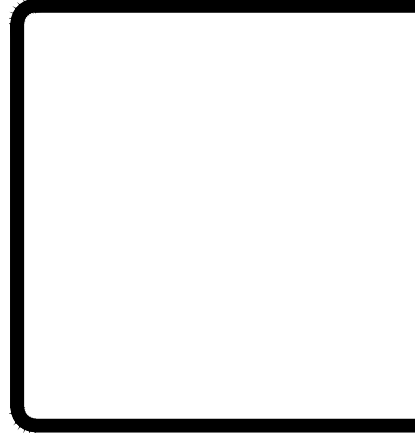
15TH AVENUE SOUTH

**A**  
A100  
OVERALL SITE PLAN  
1"=30'-0"

**SPRINGER GROUP, P.C.**  
ARCHITECTS  
LAND USE PLANNERS  
201 SOUTH WALLACE AVENUE, SUITE A-1  
BOZEMAN, MONTANA 59715  
PH: 406-586-7440  
FX: 406-586-7446

DRAWN BY:	GAM
CHECKED BY:	GAM
JOB NO.:	10-036
PLOT SCALE:	1"=30'-0"
NO.	
DESCRIPTION:	
DATE:	
BY:	

**Cascade Ridge Senior Living  
@ Benefis Medical  
Complex**  
3001 15TH AVENUE SOUTH GREAT FALLS, MONTANA



5-9-11  
**A100**

**FINDINGS OF FACT**  
**FOR AMENDED PLAT OF LOT 1, BLOCK 2, FIRST ADDITION TO GREAT FALLS CLINIC**  
**ADDITION, SECTION 17, T20N, R4E, CASCADE COUNTY, MONTANA**  
**(PREPARED IN RESPONSE TO 76-3-608(3)MCA)**

**PRIMARY REVIEW CRITERIA**

**Effect on Agriculture:** The vacant tract of land within the proposed development is not currently being utilized for agricultural purposes. The proposed uses will not interfere with any irrigation system or present any interference with agricultural operations in the vicinity. The land uses that exist in the vicinity include Medical, Educational, Office and Residential uses.

**Effect on Local Services:** The area within the proposed development is currently annexed into the City of Great Falls. City services including water and sewer systems are nearby the subject property. The developer of the project has established an agreement with the City of Great Falls to pay for and install all necessary utilities to the proposed development and the City should not experience an appreciable increase in maintenance and operating costs due to the development. Cascade Ridge Senior Living Facility will be assessed regular water and sewer charges.

The City of Great Falls will provide law enforcement and emergency services to Cascade Ridge Senior Living Facility. The nearest fire station is approximately 1.6 miles from the subject parcel which is within sufficient travel time for emergency services. Providing these services to the proposed development is expected to be a negligible cost to the City.

15th Avenue South is a paved public roadway from 29th Street South through a portion of the site; this roadway will be continued and built to City standard adjacent to the property per a previous agreement with Benefis Health Systems. This road will be maintained by the City of Great Falls. Additional roadways will be built at the developers' expense internally in the proposed project. These roads will be maintained by the development.

**Effect on the Natural Environment:** The development is not expected to adversely affect soils or the quality or quantity of ground water. A storm drainage plan will be prepared and submitted to the City Public Works Department for review and approval before final approval of the development.

**Effect on Wildlife and Wildlife Habitat:** The proposed development is located adjacent to an area containing urbanized development. The project is not in an area of significant wildlife habitat and will not result in closure of public access to hunting or fishing areas, nor to public lands.

**Effect on Public Health and Safety:** Based on available information, the proposed development is not subject to abnormal potential natural hazards such as flooding, snow or rockslides, wildfire, nor potential man-made hazards such as high voltage power lines.

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

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

**EASEMENT FOR UTILITIES**

Developer shall provide all necessary utility easements to accommodate water, stormwater and sanitary sewer mains to serve the development in the subject property.

**LEGAL AND PHYSICAL ACCESS**

The development is boarded by 15th Avenue South; this road will be a paved public roadway that is maintained by the City of Great Falls. The proposed development will have direct access from this roadway, which provides the legal and physical access required by state statute.



**Item:** Crescent Drive Lots - Ordinance 3080 to Rezone four lots located north of Crescent Drive west of 6<sup>th</sup> Street Southwest and a minor plat of Thayer Development.

**From:** Jana Cooper, RLA, Planner II, Planning and Community Development

**Initiated By:** Thayer Family Limited Properties, Land Owner

**Presented By:** Mike Haynes, AICP, Director of Planning and Community Development

**Action Requested:** City Commission accept Ordinance 3080 on first reading and set a public hearing for September 6, 2011, to consider adoption of Ordinance 3080.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/deny) Ordinance 3080 on first reading and set a public hearing for September 6, 2011.”

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

---

**Recommendation:** At the conclusion of a public hearing held July 12, 2011, the Zoning Commission passed a motion recommending the City Commission rezone four lots legally described as:

- Mark 22LA, SE 1/4 Sec. 10, SW Sec. 11, T20N, R4E, P.M.MT, Cascade County, Montana
- Mark 22LB, SE1/4 Sec. 10, T20N, R3E, P.M.MT, Cascade County, Montana
- Lot 2, Block 1, Jewel Addition, SE 1/4 Sec. 10, T20N, R3E, P.M.M., Cascade County, Montana
- Mark 22M, East 1/2 of Sec. 10, T20N, R3E, Cascade County, Montana

In addition to the rezone the Planning Advisory Board recommended the City Commission approve the request of a minor subdivision of Mark 22LA from one lot into two lots.

Staff recommended the combined Planning Advisory Board and Zoning Commission approve the rezoning and minor subdivision of the subject property. One citizen spoke at the public hearing with general questions and comments regarding the proposed project.

**Background:** The applicants are requesting to rezone four lots which consist of ±13.32 acres located north of Crescent Drive and west of 6th Street Southwest from the existing C-2 General Commercial to I-1 Light Industrial. This zoning classification is intended to accommodate those types of activities typically associated with manufacturing of finished products, storage, and wholesale operations.

The Official Code of the City of Great Falls was updated in 2005. While care was taken in this update, there were some areas that were assigned zoning that created nonconforming uses throughout the City. Under the previous code the subject properties were zoned 1st Industrial. This zoning permitted, by right, the existing uses on the properties. Currently, the properties are allowed to continue their industrial operations as legal non-conforming uses. If operations were to cease, the property owners would have two years to reestablish the industrial uses. If the uses were not reestablished under the current zoning policies, if redeveloped, the properties would have to come into conformance with the existing C-2 zoning standards.

As the property to the south is zoned R-1 Single-family suburban, the existing C-2 General Commercial zoning could be viewed as a less intense zoning and more compatible to the residential neighbors to the south. However, in this case the rezoning would not have a major effect on the R-1 properties to the south for the following reasons:

- There are already existing industrial uses on the subject properties that would be allowed to maintain in the future.
- Most of the industrial operations are blocked from view to the adjacent residential lots by the existing West Great Falls Flood Control District levee on the north side of Crescent Drive.
- Staff sees no likelihood that a change in use from the existing industrial uses to commercial uses would happen in the near future.
- Neighbors have expressed concern regarding traffic on Crescent Drive. The C-2 zoning district is primarily intended to accommodate high traffic business that focus on vehicle traffic. C-2 uses may permit increased traffic flow on Crescent Drive.

Zoning of subject property will enhance health, safety and welfare through application of City Codes and provision of municipal services.

Section 76-2-304 Montana Code Annotated lists criteria and guidelines, which must be considered in conjunction with establishing municipal zoning on land:

- (1) Zoning regulations must be:
  - (a) made in accordance with a growth policy; and
  - (b) designed to:
    - (i) secure safety from fire and other dangers;
    - (ii) promote public health, public safety, and the general welfare; and
    - (iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.
- (2) In the adoption of zoning regulations, the municipal governing body shall consider:
  - (a) reasonable provision of adequate light and air;
  - (b) the effect on motorized and nonmotorized transportation systems;
  - (c) promotion of compatible urban growth;

- (d) the character of the district and its peculiar suitability for particular uses; and
- (e) conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.

Rezoning the subject properties would not diminish the character of the neighborhood and would have minimal impact to the surrounding properties; therefore Staff concludes the above-cited criteria are substantially met.

The applicant is also requesting a minor subdivision of Mark 22LA, which is  $\pm 2.53$  acres. The request is to subdivide the property into two tracts. The proposed southern tract consists of an existing warehouse/office building and will be  $\pm 0.59$  acres; the existing building on the tract is encroaching on to Crescent Drive  $\pm 15.32$  feet. The applicant is requesting an encroachment permit from the Public Works Department as a part of this application. The encroachment permit will run with the life of the building and at such time as the building is destroyed, the encroachment permit would become null and void. Access to this tract will be off of Crescent Drive. The northerly tract of the subdivision will be  $\pm 1.94$  acres and consists of an existing grain elevator and associated building. Access to this tract will also be off of Crescent Drive. Both tracts in the subdivision meet minimum standards for subdivisions for I-1 zoning within the City.

The basis for a decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision demonstrates that development of the proposed subdivision meets the requirements of the Montana State Code Annotated. Staff has developed a findings of fact for the proposed subdivision; staff concludes the subdivision meets the basic requirements provided by the Montana State Code Annotated (76-3-608(3) MCA)

Crescent Drive is a paved roadway that is not constructed to City standards. Currently, there are no curb, gutter or sidewalks on this street.

City water mains (8-inch) exist in Crescent Drive from 6th Street Southwest westerly to the eastern boundary of the subject property. City sewer main (8-inch) exist in Crescent Drive from 6th Street Southwest westerly to approximately the western boundary of the Mark 22LB of the subject property.

At this time the City is not requiring any improvements to the existing street, water or sewer mains, but the City reserves the right to require improvements through the development of a special improvement district at the cost to adjacent land owners when deemed necessary by the City's Public Works Department.

The closest storm drain is located in 6th Street Southwest; the developer will not be required to extend the storm drain.

The request does not include a proposal for any new development at this time; therefore, the developer is not required to provide a stormwater management plan in compliance with the City of Great Falls Storm Design Manual and City standards.

The request does not include a proposal for any new development at this time; therefore, it is reasonable to assume that there would be no increased traffic demands caused by this request.

The proposed request is compatible with the 2005 Growth Policy, as it advances themes contained within the Policy, and is generally consistent with the general principles found in the document. Plan Elements related to the request are in the Land Use section. It is stated that industrial uses were historically located in areas near railroads, the CBD and Black Eagle. Preference is expressed for locating industry in “new industrial parks,” or other “campus-like sites” which the subject properties represent.

Patty Cadwell, Neighborhood & Youth Council Coordinator, provided the information regarding the request to rezone and subdivide to Neighborhood Council #2 on June 28, 2011. There have been two general inquiries regarding the project, but no comments for or against the request.

**Concurrences:** Representatives from the City’s Public Works and Fire Departments have been involved throughout the review and approval process for this project.

**Fiscal Impact:** The subject properties are already incorporated into the City limits, no new development is proposed at this time so there should be no increase fiscal impact to the City by providing existing services to the subject properties.

**Alternatives:** The City Commission could deny Ordinance 3080 on first reading and not set the public hearing. However, such action would deny the applicant due process and consideration of a public hearing, as provided for in City Code and State Statute.

**Attachments/Exhibits:**

- Ordinance 3080
- Vicinity / Zoning Map
- Aerial Photo
- Minor Plat of Thayer Development

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Patty Cadwell, Neighborhood Council Coordinator  
Thayer Family Limited Partnership, 2123 Vaughn Road, Great Falls, MT 59404  
Carl Heishman, Caran, Inc., 760 6th St SW, Great Falls, MT 59404  
Spencer Woith, Woith Engineering, 1725 41st Ave S, Great Falls, MT 59405  
Sandy Mares, West Great Falls, Flood Control District, 429 19th St SW, Great Falls, MT 59404



ORDINANCE 3080

AN ORDINANCE REZONING FOUR LOTS DESCRIBED AS; MARK 22LA, SE 1/4 SECTION 10, SW SECTION 11, T20N, R4E, P.M.MT, CASCADE COUNTY, MONTANA, MARK 22LB, SE1/4 SECTION 10, T20N, R3E, P.M.MT, CASCADE COUNTY, MONTANA, LOT 2, BLOCK 1, JEWEL ADDITION, SE 1/4 SECTION 10, T20N, R3E, P.M.M., CASCADE COUNTY, MONTANA AND MARK 22M, EAST 1/2 OF SECTION 10, T20N, R3E, CASCADE COUNTY, MONTANA FROM C-2 GENERAL COMMERCIAL TO I-1 LIGHT INDUSTRIAL DISTRICT

\* \* \* \* \*

WHEREAS, said, Mark 22LA, Mark 22LB, Lot 2 and Mark 22M are incorporated tracts of land within the Great Falls City Limits; and,

WHEREAS, the Official Code of City of Great Falls was adopted in September 6, 2005, at that time the City of Great Falls assigned a zoning classification of C-2 General Commercial district to said Mark 22LA, Mark 22LM, Lot 2 and Mark 22M, all located in the City of Great Falls; and,

WHEREAS, Thayer Family, Limited Partnership and Caran Inc, have petitioned the City of Great Falls to rezone said Mark 22LA and Lot 2, to I-1 Light Industrial district classification; and,

WHEREAS, West Great Falls Flood Control District and Crescent Land Holdings, LLC, have been notified and are not opposed to rezone said Mark 22M and Mark 22LB, to I-1 Light Industrial district classification; and,

WHEREAS, notice of assigning said zoning classification to said Mark 22LA, Mark 22LB, Lot 2 and Mark 22M, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 6<sup>th</sup> day of September, 2011, before final passage of said Ordinance herein; and,

WHEREAS, the approval of said zoning classification is subject to the land owners fulfilling the conditions of approval in the Planning Advisory Board / Zoning Commission agenda report dated July 12, 2011; and,

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

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

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

Section 2. That the zoning classification of said Mark 22LA, Mark 22LB, Lot 2 and Mark 22M, be designated as I-1 Light Industrial district.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

APPROVED by the City Commission of the City of Great Falls, Montana, on first reading August 2, 2011.

---

Michael J. Winters, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

---

James W. Santoro, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that I did post, as required by law and as prescribed and directed by the City Commission, Ordinance 3080 in three conspicuous places within the limits of said City to-wit:

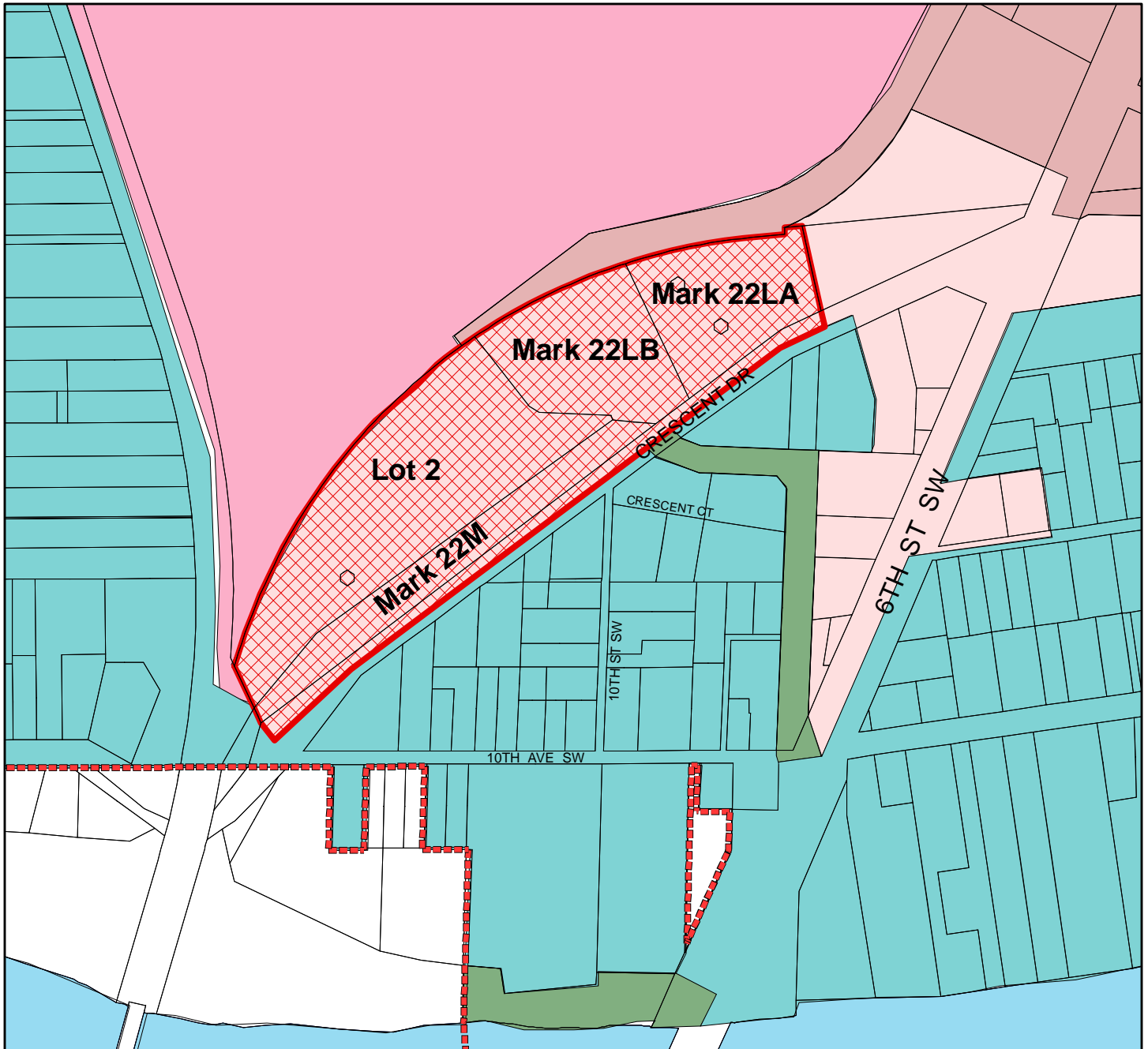
- On the Bulletin Board, first floor, Civic Center Building;
- On the Bulletin Board, first floor, Cascade County Court House;
- On the Bulletin Board, Great Falls Public Library

---

Lisa Kunz, City Clerk

(CITY SEAL)

# Vicinity/Zoning Map





 Subject Property	 I-1 Light industrial	 R-2 Single-family medium density
<b>ZONING</b>	 I-2 Heavy industrial	 R-3 Single-family high density
 AI Airport Industrial	 M-1 Mixed-use district	 R-5 Multi-family medium density
 C-1 Neighborhood commercial	 M-2 Mixed-use transitional	 R-6 Multi-family high density
 C-2 General commercial	 PLI Public lands institutional	 R-9 Mixed residential
 C-3 Highway commercial	 POS Park Open Space	 R-10 Mobile home park
 C-4 Central business core	 PUD Planned unit development	 Unincorporated Enclave
 C-5 Central business periphery	 R-1 Single-family suburban	

# Aerial Photo



Aerial Photo: May, 2009

-  Subject Property
-  Tracts of Land

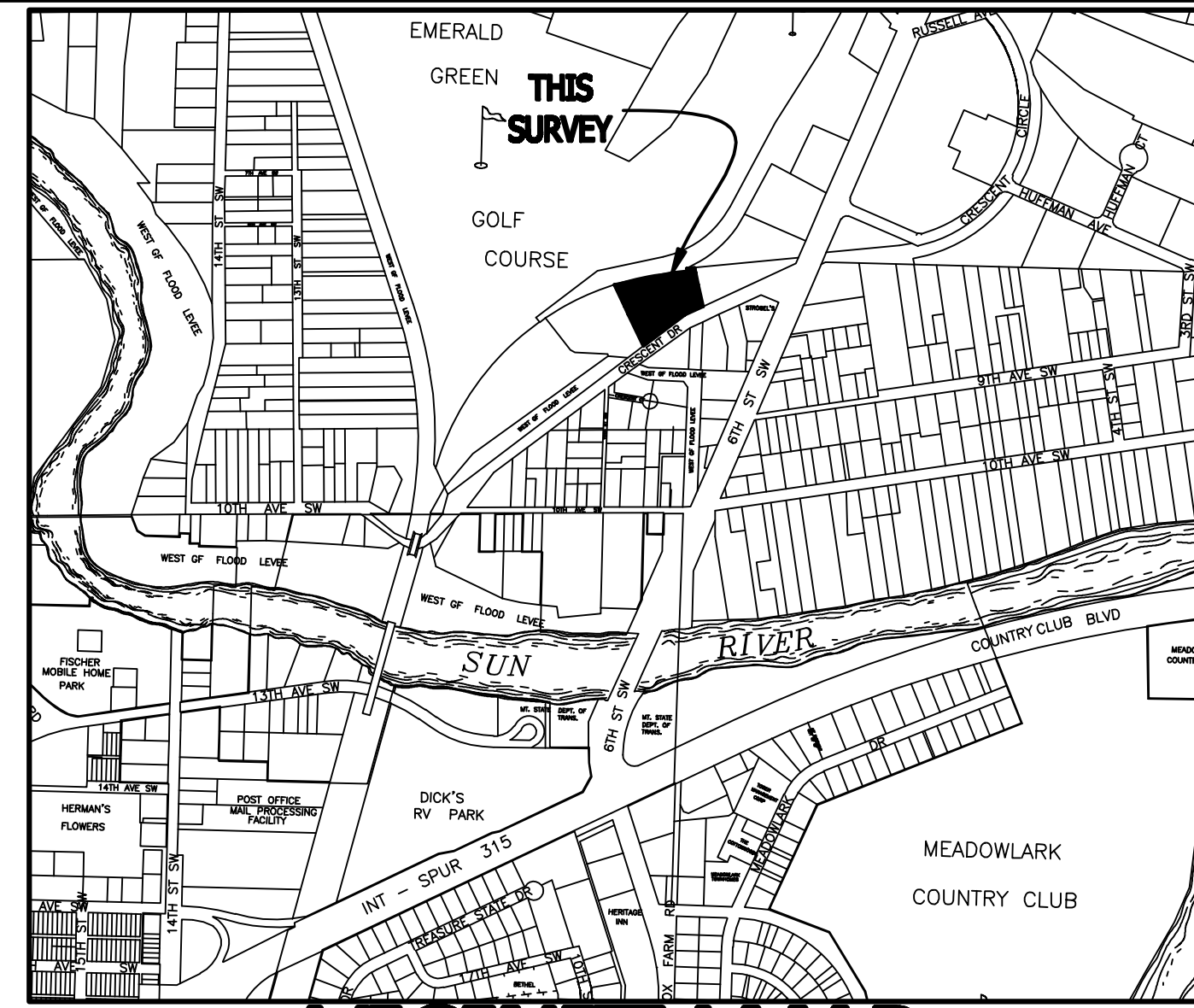
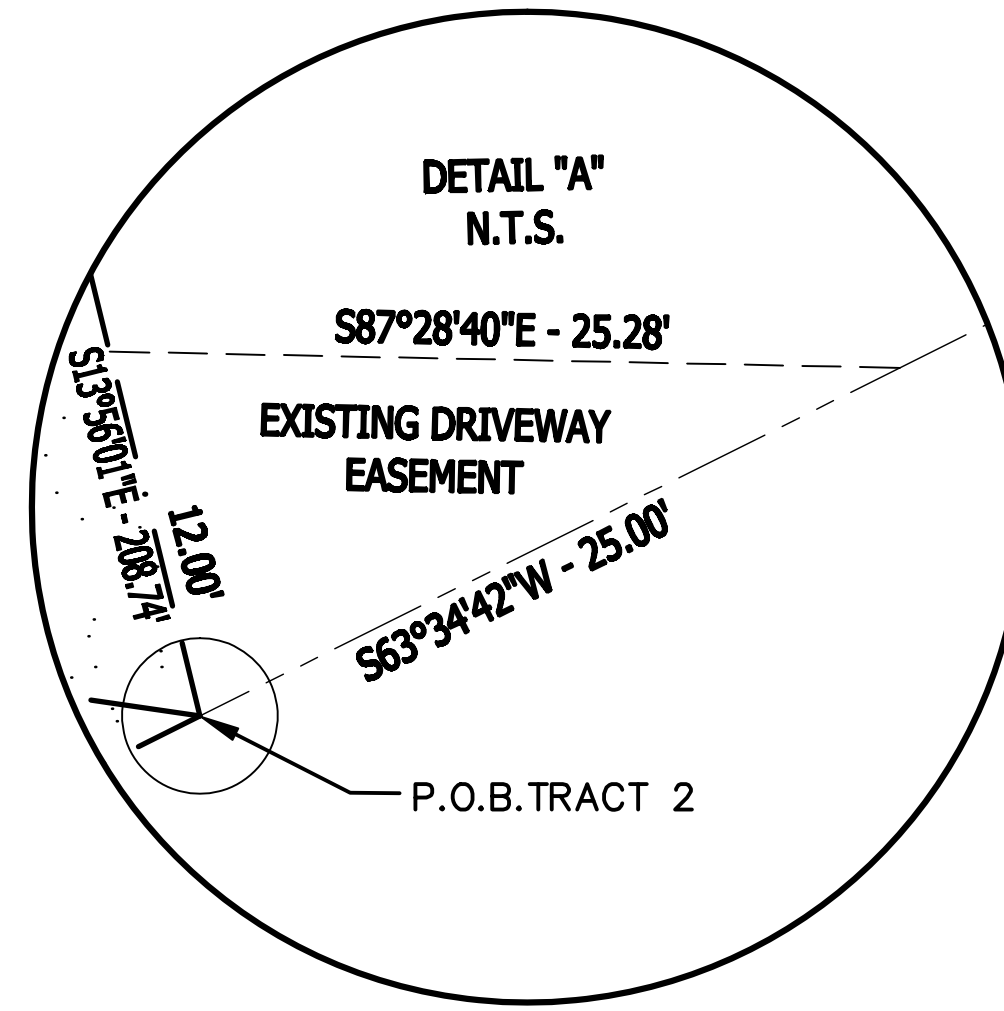
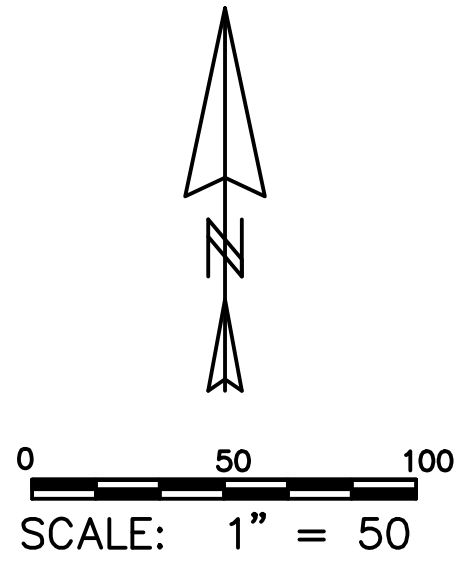


# MINOR PLAT OF THAYER DEVELOPMENT

A SUBDIVISION LOCATED WITHIN SE 1/4, SECTION 10, SW 1/4, SECTION 11, T. 20 N., R. 3E., P.M.MT, CASCADE COUNTY, MONTANA

## LEGEND

- CURRENT ADDITION BOUNDARY
- RAILROAD CENTERLINE
- EXISTING PROPERTY LINE
- EASEMENT BOUNDARY
- SECTION LINE
- P.O.B.**
- POINT OF BEGINNING
- SQUARE FEET
- FOUND 5/8" REBAR
- FOUND YPC "LINDSETH"
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "5206ES"



## VICINITY MAP

**BASIS OF BEARING:**  
The Basis of Bearing for this survey is N51°23'00"E along the north boundary of Crescent Drive as shown on the Certificate of Survey Number 2569, as filed in the Office of the Clerk and Recorder, Cascade County, Montana on December 3, 1990.

- NOTES**  
Easements of sight and record not shown hereon may exist.  
No underground utilities or subsurface improvements were mapped as part of this survey, except where specifically indicated hereon.
- DEED/RECORD**  
(DEED-1) Thayer Family Limited Partners, 14 January 1999, Book 316, Page 828  
(REC-A) Certificate of Survey filed in the Office of the Clerk and Recorder with the filing number of "CS 2569", filed on December 3, 1990, in the Office of the Clerk and Recorder, Cascade County, Montana.  
(REC-B) Certificate of Survey filed in the Office of the Clerk and Recorder with the filing number of "CS 2615", filed on April 11, 1991, in the Office of the Clerk and Recorder, Cascade County, Montana.  
(REC-C) Plat on file in the Office of the Clerk and Recorder titled "NORTH TRACTS", Dated February 1941.  
(REC-D) Great Northern Railway Plans on file in the Office of the Clerk and Recorder titled "GREAT FALLS No. 11" Dated July 1964.

**PURPOSE**  
The purpose of this Minor Plat is to create two tracts of land located in the SE 1/4, Section 10, SW 1/4, Section 11, T20N, R3E, P.M., MT, Cascade County, Montana.

**CERTIFICATE OF SURVEY**  
We, the undersigned property owners, do hereby certify that we have caused to be surveyed as shown by this Minor Plat, tracts of land in the SE 1/4, Section 10, SW 1/4, Section 11, T20N, R3E, P.M., MT, Cascade County, Montana, as shown by this MINOR PLAT OF THAYER DEVELOPMENT an addition to Cascade County, Montana and more fully described as follows:

**TRACT 1:** Commencing at the south sixteenth corner in common to sections 10 and 11, T20N, R3E, P.M., MT; THENCE S07°44'14"W, 47.60 feet to the POINT OF BEGINNING; THENCE S13°56'01"E, 208.74 feet to a point of intersection with the north boundary of Crescent Drive; THENCE N81°45'19"W, 90.59 feet to a point; THENCE N87°00'55"W, 85.92 feet to a point; THENCE S56°08'23"W, 167.47 feet to a point; THENCE S26°49'51"E, 117.25 feet to a point of intersection with the north boundary of Crescent Drive; THENCE along the north boundary of Crescent Drive S51°23'00"W, 61.29 feet to a point; THENCE N26°49'51"W, 358.51 feet to a point of intersection of the centerline of the railroad main track; THENCE along the centerline of the railroad main track on a curve to the right with an arc length of 309.99 feet, a radius of 1432.40 feet, and whose chord bears N76°44'32"E, 309.38 feet to a point; THENCE along the centerline of said track N82°38'14"E, 80.21 feet; THENCE N83°56'09"W, 15.20 feet to a point of intersection with the south boundary of the 1st Supplement of Garden Home Tracts; THENCE along the southern boundary of said addition N83°00'05"E, 42.41 feet to the POINT OF BEGINNING, a tract containing 1.94 acres.

**TRACT 2:** Commencing at the south sixteenth corner in common to sections 10 and 11, T20N, R3E, P.M., MT; THENCE S07°44'14"W, 47.60 feet to a point; THENCE S13°56'01"E, 208.74 feet to a point of intersection with the north boundary of Crescent Drive and the POINT OF BEGINNING; THENCE N81°45'19"W, 90.59 feet to a point; THENCE N87°00'55"W, 85.92 feet to a point; THENCE S56°08'23"W, 167.47 feet to a point; THENCE S26°49'51"E, 117.25 feet to a point of intersection with the north boundary of Crescent Drive; THENCE along the north boundary of Crescent Drive N51°23'00"E, 214.27 feet to a point; THENCE along boundary of said Drive N63°33'13"E, 105.14 feet to the POINT OF BEGINNING, a tract containing 0.59 acres.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011

**THAYER FAMILIES LIMITED PARTNERS**

GENE THAYER, PARTNER

STATE OF MONTANA )

County of Cascade )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary public, in and for the State of Montana, personally appeared GENE THAYER, and known to me to be the person who executed the foregoing Minor Plat and acknowledged to me that he executed the same.

NOTARY PUBLIC, State of Montana  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

### CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, JOHN HARDING, President of the said Great Falls Planning Board, Great Falls, Cascade County, Montana, and MIKE HAYNES Secretary of said Great Falls Planning Board, do hereby certify that the accompanying MINOR PLAT OF THAYER DEVELOPMENT an addition to the City of Great Falls, Cascade County, Montana, has been submitted to the said Great Falls Planning Board for examination by them and was found by them to conform to law and was approved at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

JOHN HARDING, President, Great Falls Planning Board

MIKE HAYNES, Secretary, Great Falls Planning Board

### CERTIFICATE OF PUBLIC SERVICE DIRECTOR

I, JIM REARDEN, Public Service Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying MINOR PLAT OF THAYER DEVELOPMENT an addition to the City of Great Falls, Cascade County, Montana, and the survey that it represents, and I find the same conforms to the regulations governing the platting of land and to presently platted adjacent land, as near as circumstances will permit and I do hereby approve the same on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

JIM REARDEN, Public Service Director, City of Great Falls

### CERTIFICATE OF CITY COMMISSION

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that this MINOR PLAT OF THAYER DEVELOPMENT an addition to the City of Great Falls, Cascade County, Montana, was duly examined and approved by the Commission of the City of Great Falls at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

GREGORY T. DOYON, City Manager, City of Great Falls, Montana

### CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, found that adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the above described property, namely, the facilities of the City of Great Falls, Cascade County, Montana, and that this certificate is made pursuant to Section 76-4-124, MCA, thereby permitting the Clerk and Recorder of Cascade County, Montana to record the accompanying minor plat. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

GREGORY T. DOYON, City Manager, City of Great Falls, Montana

### CERTIFICATE OF SURVEYOR

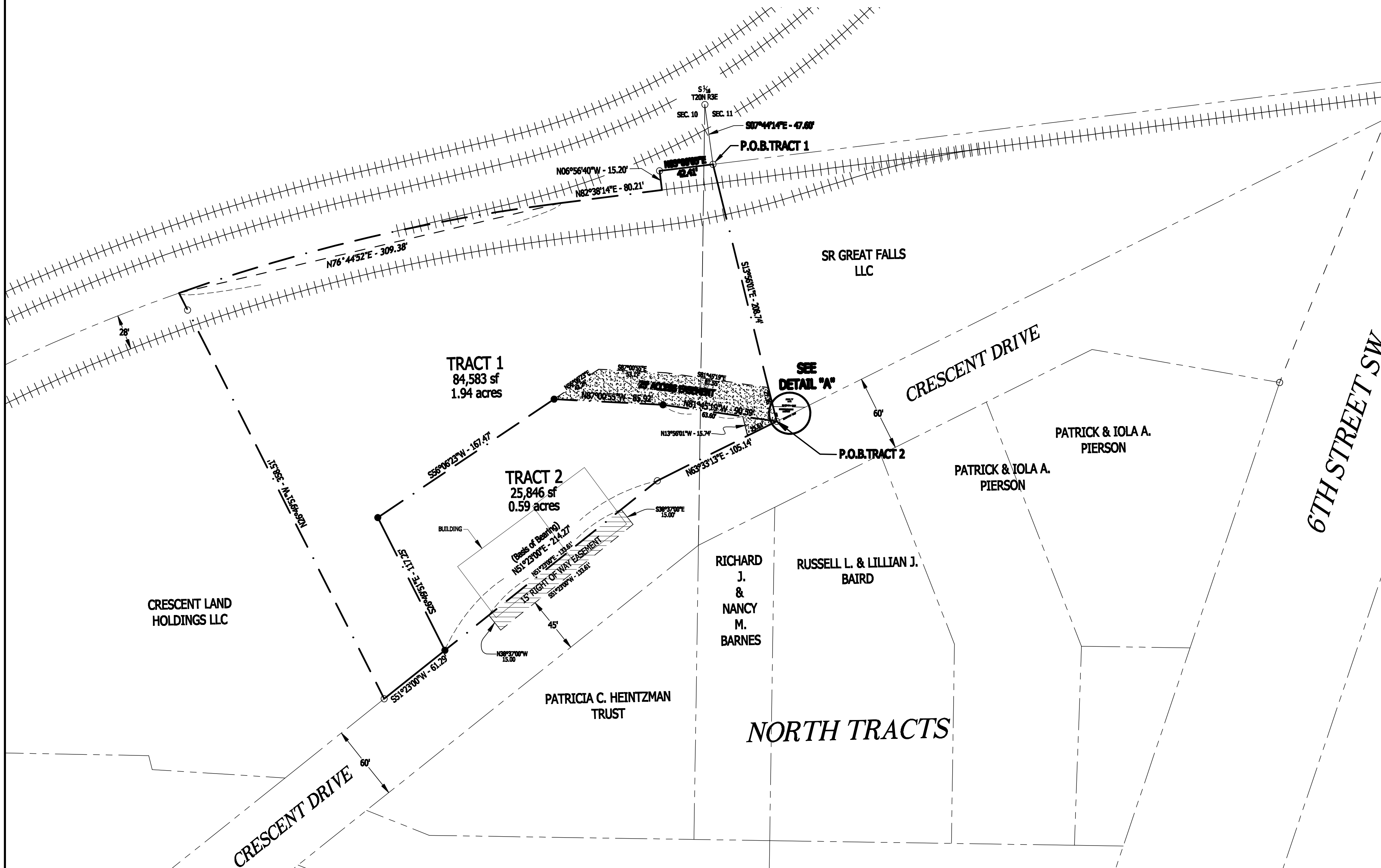
I, DALE E. SCHAEFFER, Professional Land Surveyor, Montana Reg. No. 5206ES, do hereby certify that in January, 2011, I supervised the survey of the tract of land in the SE 1/4, Section 10, SW 1/4, Section 11, T20N, R3E, P.M., MT, Cascade County, Montana, as shown on the accompanying map.

DALE E. SCHAEFFER, ES  
Montana Reg. No. 5206ES

### CERTIFICATE OF COUNTY TREASURER

I, JAMIE BAILEY, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying Minor Plat of MINOR PLAT OF THAYER DEVELOPMENT and find that the taxes on the same have been paid for the last five years. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

JAMIE BAILEY, Cascade County Treasurer



Minor Plat - Crescent Drive

**FINDINGS OF FACT**  
**FOR MINOR PLAT OF THAYER DEVELOPMENT A SUBDIVISION LOCATED WITHIN SE ¼,**  
**SECTION 10, SW ¼, SECTION 11, T20N, R3E, P.M.MT, CASCADE COUNTY, MONTANA**  
**(PREPARED IN RESPONSE TO 76-3-608(3)MCA)**

**PRIMARY REVIEW CRITERIA**

**Effect on Agriculture:** The tracts of land within the proposed subdivision are not currently being utilized for agricultural purposes. There are no new proposed uses on the property and the existing uses will not interfere with any irrigation system or present any interference with agricultural operations in the vicinity. The land uses that are existing in the vicinity include Industrial, Commercial and Residential uses.

**Effect on Local Services:** The area within the proposed subdivision is currently annexed into the City of Great Falls. City services, including water and sewer systems, are nearby the subject property. The applicant agrees to pay for and install all necessary utilities to the subdivision when deemed necessary by the applicant or the City of Great Falls. The City should not experience an appreciable increase in maintenance and operating costs by approving the subdivision. The subdivision will be assessed regular water and sewer charges.

The City of Great Falls will provide law enforcement and emergency services to the tracts of land in the subdivision. The nearest fire station is approximately 0.9 miles from the subject parcel which is within sufficient travel time for emergency services. Providing these services to the proposed development is expected to be a negligible cost to the City.

Crescent Drive is a paved public roadway adjacent to the subdivision. Crescent Drive will be used to access the proposed subdivision and this road will be maintained by the City of Great Falls. Additional roadways or driveways, if necessary, will be built and maintained at the property owner's expense internally in the subdivision. There are currently no new internal roads proposed.

**Effect on the Natural Environment:** The subdivision is not expected to adversely affect soils or the quality or quantity of ground water. There is no new development proposed at this time on the subject property. If new development were to occur on the subject property, the proposal would be subject to review by the City of Great Falls for all applicable codes and policies.

**Effect on Wildlife and Wildlife Habitat:** The proposed subdivision is located adjacent to an area containing urbanized development. The project is not in an area of significant wildlife habitat and will not result in closure of public access to hunting or fishing areas, nor to public lands.

**Effect on Public Health and Safety:** Based on available information, the proposed subdivision is not subject to abnormal potential natural hazards such as flooding, snow or rockslides, wildfire, nor potential man-made hazards such as high voltage power lines.

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

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

**EASEMENT FOR UTILITIES**

The applicant shall provide all necessary utility easements to accommodate water, stormwater and sanitary sewer mains to serve any future development on the subject property.

**LEGAL AND PHYSICAL ACCESS**

The subdivision is bounded by Crescent Drive; this road is a paved public roadway that is maintained by the City of Great Falls. The proposed subdivision will have direct access from this roadway, which provides the legal and physical access required by state statute

Regular City Commission Meeting

Mayor Winters presiding

**CALL TO ORDER:** 7:00 PM

**PLEDGE OF ALLEGIANCE** – James Parker Shield - Native American Local Government Commission

**MOMENT OF SILENCE**

**ROLL CALL:** City Commissioners present: Michael Winters, Bill Bronson, Fred Burow, Mary Jolley and Bob Jones. Also present were the City Manager, Deputy City Manager, Chief Prosecutor, Directors of Fiscal Services, Library, Park and Recreation, Planning and Community Development, and Public Works, the Executive Director of the Housing Authority, the Police Chief, the Fire Chief, and the City Clerk.

**PRESENTATION:** Smith River Homemakers Club – 80 Years of Service

**\*\* Action Minutes of the Great Falls City Commission. Please refer to the audio recording of this meeting for additional detail. \*\***

### **NEIGHBORHOOD COUNCILS**

#### **1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

**Judy Tankink**, NC 4, encouraged attendance at Neighborhood Council meetings.

**Karen Grove**, NC 8, reported that the ice cream social was well attended despite the weather.

### **BOARDS & COMMISSIONS**

#### **2. BUSINESS IMPROVEMENT DISTRICT (BID) BUDGET AND WORK PLAN.**

Executive Assistant to the BID Board Joan Redeen reported that a couple of items were added to the work plan, and the budget has increased. She inquired if the Commissioners had any questions regarding the 2011/2012 BID budget and work plan.

In response to Commissioner Bronson, Ms. Redeen explained that the \$11,000 tax increment financing (TIF) funds listed in the budget was the amount left from a \$50,000 TIF that sunset in 2009.

**Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission set the public hearing for the 2011/2012 Business Improvement District budget and work plan for August 2, 2011.**

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



Motion carried 5-0.

**3. TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) BUDGET AND WORK PLAN.**

Administrative and Marketing Director Karen Venetz and Chairman Bob Dompier of the TBID reported that budget increased \$40,000, which means that 40,000 more rooms were rented than the year before. The TBID's overall purpose is to utilize tax dollars through the TBID assessment and direct those monies for the purpose of promoting tourism, conventions, trade shows and travel to the City of Great Falls. Mr. Dompier discussed some of the year's accomplishments, which included funds for the purchase of mats to host wrestling tournaments, funds to build locker rooms at the Ice Plex, a donation of funds to keep the Pro Rodeo event in Great Falls, and a donation of funds to obtain low cost airlines in Great Falls. Ms. Venetz discussed the tourism partners that the TBID works closely with, and that the emphasis this year is to retain and recruit new conventions to Great Falls.

**Commissioner Burow moved, seconded by Commissioner Bronson, that the City Commission set the public hearing for the 2011/2012 Tourism Business Improvement District budget and work plan for August 2, 2011.**

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

Motion carried 5-0.

**4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

**Cyndi Baker**, 500 Montana Avenue NW, member of the Police Department Citizens' Academy, reported that \$34,000 of the \$36,000 needed has been raised for the Great Falls Police Department K-9 cops. She thanked the citizens of Great Falls for supporting this project in record time.

**Cleve Loney**, Representative of House District 25, 93 Brandy Wine Lane, commented that he is working on another project to raise funds for an abuse center.

**PUBLIC HEARINGS**

**5. ORDINANCE 3079, REPEALING TITLE 9, CHAPTER 3, ARTICLE 10, SECTION 020, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), REGARDING SKATE PARK RULES AND REGULATIONS.**

Park and Recreation Deputy Director Patty Rearden reported that the action requested is to conduct a public hearing and adopt Ordinance 3079 that would repeal Title 9, Chapter 3, Article 10, Section 020 of the Official Code of the City of Great Falls (OCCGF), pertaining to skate park rules and regulations. The rules prohibited bicycles and made helmet and footwear use mandatory. Since the opening of the Riverside Railyard Skate Park there has been a growing movement to allow bicyclists access to the skate park. Staff conducted several meetings with skate park users, parents, other interested parties and the City Commission regarding the skate park rules.

The new rules have been reviewed by the Park and Recreation Advisory Board, the City Attorney,

MMIA, and the Great Falls Police Department, who have voiced their support for the Skate Park rule changes.

Mayor Winters declared the public hearing open.

No one spoke in opposition to Ordinance 3079.

Speaking in support of Ordinance 3079 were:

**Daniel Dust**, 1401 5<sup>th</sup> Avenue South, discussed the importance of helmet use to save lives.

**Bryan Thies**, 4220 Clark Avenue, thanked the Commission for allowing this process to move forward and for valuing the youth.

There being no one else to address the Commission, Mayor Winters declared the public hearing closed.

**Commissioner Jolley moved, seconded by Commissioner Burow, that the City Commission adopt Ordinance 3079 repealing Title 9, Chapter 3, Article 10, Section 020, of the Official Code of the City of Great Falls.**

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

Hearing none, Mayor Winters called for the vote.

Motion carried 5-0.

**6. RESOLUTION 9933, TO ESTABLISH NEW PERMIT FEES.**

Planning and Community Development Director Mike Haynes reported that this is a request to conduct a public hearing to consider a new fee schedule for building, plumbing, electrical, mechanical, sign and other miscellaneous permits.

The two options are for the new fee schedule to take effect August 1, 2011; or, for half the fee increase to take effect August 1, 2011, and the new fee schedule to take effect on February 1, 2012, with the General Fund subsidizing the estimated difference to the Building Fund of \$56,000 to avoid a negative fund balance.

Mr. Haynes reviewed and discussed PowerPoint slides regarding some of the issues relating to the building fund.

Mayor Winters declared the public hearing open.

Speaking in opposition to Resolution 9933 were:

**John Harding**, 1201 Alpine Drive, representing the Home Builders Association, discussed the significant decrease in housing construction, the economy, and that the fees will be passed on to consumers. He reviewed the fund history and found it disturbing that \$525,000 was spent from reserves within two years. Mr. Harding encouraged the Commission to look at expenses versus

income. The Association doesn't believe that \$56,000 needs to be infused from the general fund. The Association is willing to accept Option B if other solutions are not found. He further suggested that the proposed 2.5% annual increase not be automatic and instead be looked at on a yearly basis instead.

**Cyndi Baker**, 500 Montana Avenue NW, discussed the number of permits issued and values for the prior year and inquired what current numbers were.

Mr. Haynes responded that the number of building permits has increased because the average valuation of a building permit has decreased. In this economic environment, people are doing smaller projects. Staff is issuing more permits and doing more inspection than they have in the past.

**Daniel Dust**, 1401 5<sup>th</sup> Avenue South, sign business owner, opined that half the signs in town go up without permits. He compared the \$50 fine versus paying the inspection fee.

**Jack Beckman**, 301 Skyline Drive NE, owner and manager of House Doctors, provided a letter in response to a recent *Tribune* article concerning permits. He believes the permit system is broken in that a permit is required for almost everything in construction. Mr. Beckman opined that there needs to be a larger staff with less qualification to administer more permits that plan review requires for maintenance and safety. He challenged the Commission to change the process.

**Charles Henry**, 3920 17<sup>th</sup> Avenue South, rental building owner, commented that he knows of a dozen rental buildings that do not have smoke detectors that should be inspected and would provide revenue for the Department. Safety should be paramount.

**Mike Witsoe**, 510 11<sup>th</sup> Street South, spoke in opposition to raising fees during a recession.

**Katie Hanning**, 3217 4<sup>th</sup> Avenue North, commented that the builders will pass the fee increase on to customers; it may stop someone from building a home that will affect painters, supply companies and businesses.

**John Paul**, 2704 4<sup>th</sup> Avenue North, owner of Advanced Fire Systems, commented that the fees are in line with other cities he does business with. These other cities seem to be able to charge that amount and balance their budgets. If fees are increased people will choose to build in other cities.

**Spencer Woith**, 1725 41<sup>st</sup> Street South, concurred with Mr. Harding's comments. He understands there needs to be an increase in fees, but the expenses need to be looked at. He supports Option B with the fees being looked at again in February.

**Ron Gessaman**, 1006 36<sup>th</sup> Avenue NE, prefers Option A. He doesn't think the taxpayers, using the general fund, should contribute \$56,000 for permits.

No one spoke in support of Resolution 9933.

There being no one else to address the Commission, Mayor Winters declared the public hearing closed.

**Commissioner Jolley moved, seconded by Commissioner Jones, that the City Commission**

**adopt Resolution 9933-Option A for new permit fees.**

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

Commissioner Jolley commented this is an enterprise fund. The general fund is not for this purpose.

Commissioner Jones concurred with Commissioner Jolley's comment regarding taking monies from the general fund.

Commissioner Bronson commented that he can't support Option A. He encouraged the Home Building Association to continue to work with City staff to come up with solutions.

Commissioner Burow supports Option B, but doesn't support taking money out of the general fund to support an enterprise fund.

Motion failed 1-4.

**Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission adopt Resolution 9933-Option B for new permit fees, with the proviso that no general fund monies be infused in the fund.**

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

In response to Commissioner Jolley, Commissioner Bronson commented that, by adopting Option B with this proviso, the Commission is agreeing to take a continuing look at this in February.

Motion carried 5-0.

**7. RESOLUTION 9930, INTENT TO INCREASE PROPERTY TAX.**

City Manager Greg Doyon reported that prior to the adoption of the City's annual budget, the City is required to hold public hearings on the intent to budget an increase in revenue from property taxation, and the proposed annual budget. The purpose of this hearing is to have public discussion on the Commission's intent to increase property tax.

The City of Great Falls has a limited ability to increase property tax revenue. Pursuant to § 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 three years." In Fiscal Year 2011 (tax year 2010), the Commission did not exercise its ability to increase taxes by 1.14% which would have generated an additional amount of \$128,775 in revenues for the General Fund. The Montana Department of Administration has determined that the allowable inflationary adjustment for Fiscal Year 2012 (tax year 2011) is .72%. The factor, if utilized, would generate an additional \$85,345 of revenue for the General Fund. Therefore, the Commission has the ability to increase property taxes by 1.86% generating an additional \$214,120 in General Fund revenues. Mr. Doyon did not recommend utilizing the inflationary factor.

Mayor Winters declared the public hearing open.

Speaking in opposition to Resolution 9930 were:

**Cyndi Baker**, 500 Montana Avenue NW, **Charles Henry**, 3920 17<sup>th</sup> Avenue South, and **Daniel Dust**, 1401 5<sup>th</sup> Avenue South, spoke in opposition citing the recession and government imposing too many taxes on the people who are already doing more with less.

No one spoke in support of Resolution 9930.

Mayor Winters declared the public hearing closed.

**Commissioner Burow moved, seconded by Commissioner Bronson, that the City Commission deny Resolution 9930 – Intent to Increase Property Tax.**

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

Commissioner Jolley commented that this would have helped if anything would have been added to the budget.

Commissioner Bronson noted that the Commission is constrained at the state level how much can be raised in property taxes. Any increase would have been relatively paltry.

Commissioner Jolley inquired if this could be done anytime during the year.

Fiscal Services Director Melissa Kinzler responded that it has to be done now to set the mill levy.

Mayor Winters also noted he couldn't support an increase due to the national economy and people on fixed incomes.

Motion carried 5-0.

**8. RESOLUTION 9931, ANNUAL BUDGET RESOLUTION.**

City Manager Greg Doyon reported that prior to the adoption of the City's annual budget, the City is required to hold public hearings on the intent to budget an increase in revenue from property taxation, and the proposed annual budget. The City began its Fiscal Year 2012 budget process on January 24, 2011, with a goal setting retreat. During the retreat, the Commission outlined its priorities, including budget concerns for the year. On April 5, 2011, the Commission was presented a revenue forecast for Fiscal Year 2012. City departments submitted their requests to the City Manager on May 18, 26, and June 2, 6, 2011. The department requests created a shortfall in the General Fund for the Fiscal Year 2012 budget. After consulting with the departments about their requests, Mr. Doyon drafted a budget that was balanced without an inflationary factor for the City Commission. The proposed Fiscal Year 2012 budget was presented to the City Commission on June 28, 2011. Additionally, Commission Budget Work Sessions were held July 5 and 19, 2011, to address specific concerns and questions on the City Manager's proposed budget. Mr. Doyon reviewed PowerPoint slides with regard to his recommendations.

Once the budget is transmitted from the City Manager to the City Commission it becomes their budget. The City Commission can make any adjustments to the budget as it sees fit to reflect its

own policy position. State law requires that the City adopt a Fiscal Year 2012 Budget on or before the 2<sup>nd</sup> Monday in August or 45 days after receiving taxable valuation from the Montana Department of Revenue, but Section 7-6-4036 requires the mill levy to be fixed within 30 calendar days after receiving certified taxable values from the Montana Department of Revenue.

Mayor Winters declared the public hearing open.

Speaking in opposition to Resolution 9931 were:

**Ron Gessaman**, 1006 36<sup>th</sup> Avenue NE, referenced several pages of the budget he was not pleased with.

**Scott Patera**, 712 43<sup>rd</sup> Street North, asked the Commission to reconsider the amount cut from the budget for the Great Falls Development Authority.

Speaking in support of Resolution 9931 was:

**John Juras**, 220 Woodland Estates, in light of \$5,000 being cut for the River's Edge Trail, Mr. Juras encouraged the Commission to consider sponsoring a grant application to help develop a maintenance plan to update current conditions.

There being no one else to address the Commission, Mayor Winters declared the public hearing closed.

**Commissioner Jolley moved, seconded by Commissioner Jones, that the City Commission adopt Resolution 9931.**

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

Commissioner Bronson thanked the City Manager, Deputy City Manager, and Department Heads, including Budget Officer Melissa Kinzler, for putting the budget together. He also noted that other allocations directly or indirectly support economic development.

Motion carried 5-0.

At 8:50 p.m. Mayor Winters called for a short recess, and reconvened the meeting at 8:58 p.m.

### **OLD BUSINESS**

9. **RESOLUTION 9932, MODIFY THE MOTION REGARDING RESOLUTION 9932 AUTHORIZING THE UPDATED RATE COMPONENT FOR ELECTRIC CITY POWER (ECP) CUSTOMERS.**

City Manager Greg Doyon reported that, pursuant to Robert's Rules of Order, this action is necessary to modify a previously adopted motion. At its July 5, 2011, meeting, the City Commission passed a motion setting a public hearing for August 2, 2011, on Resolution 9932 authorizing the rate component portion for ECP customers effective for services received as of July 1, 2011. At the ECP Board meeting on July 11, 2011, the Commission, in its capacity as the ECP

Board, requested additional information regarding the proposed rate schedule. The Board also found that a section of the proposed rate schedule did not include desired language relating to ECP customer charges. Mr. Doyon read the portion of the ECP rate sheet that had been updated, and requested that the City Commission modify the motion made on July 5, 2011, to reflect the updated rate schedule that has already been scheduled for public hearing on August 2, 2011.

**Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission modify the Motion made on July 5, 2011, that set a public hearing for August 2, 2011, on Resolution 9932 and authorize the updated rate component portion with an amendment to insert the words “transmission charge” to the first paragraph of Exhibit A, for Electric City Power (ECP) customers affected for services received as of July 1, 2011.**

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

**Ron Gessaman**, 1006 36<sup>th</sup> Avenue NE, commented that it looks like the words “transmission charge” was omitted from the first paragraph of Exhibit A.

**Cyndi Baker**, 500 Montana Avenue NW, expressed concern that customers will be able to exit contracts and that the taxpayers will “eat” more of ECP’s debt for services they didn’t receive. She recommended a higher rate increase than \$3.50 per megawatt hour.

After discussion, the Commission was in agreement with adding the words “transmission charge” to the first paragraph of Exhibit A.

Motion as amended carried 5-0.

### **NEW BUSINESS**

10. **MEMORANDUM OF UNDERSTANDING WITH CASCDE COUNTY FOR WATER MAIN INSTALLATION IN CALIFORNIA AVENUE FOR THE MONTANA EGGS EXTENSION (OF 1610).**

Public Works Director Jim Rearden reported that on September 21, 2010, the City and Montana Eggs entered into an agreement to extend water and sewer mains to serve the expanded Montana Eggs facility. Late in the design of the facility, it was discovered that a second water main would be needed to provide adequate fire protection. Two routes were identified to extend this second main. This route (California Avenue) is a platted but undeveloped right of way beyond the City limits. California Avenue extends from the intersection of Avenue B Northwest and Valley View Drive, west to the east edge of the Montana Eggs property. Approval of this MOU will allow for the installation of the water main on this County property, and allow the City to fulfill its agreement with Montana Eggs. The County Commission has approved this MOU.

**Commissioner Bronson moved, seconded by Commissioners Burow and Jones, that the City Commission approve the Memorandum of Understanding (MOU) with Cascade County for water main installation in California Avenue in the Wilcox Addition, for the Montana Eggs Utility Extensions (OF 1610) and authorize the City Manager to execute the agreement.**

Mayor Winters asked if there was any discussion amongst the Commission or inquiries from the public. Hearing none, Mayor Winters called for the vote.

Motion carried 5-0.

**11. CHANGE ORDER NO. 1, MONTANA EGGS UTILITY EXTENSIONS (OF 1610).**

Public Works Director Jim Rearden reported that since the start of construction, a significant change in conditions has been discovered that will result in a change order to the project. During the installation of the sanitary sewer main, quicksand was encountered in most of the area along Stuckey Road between the Northwest Bypass and the Montana Eggs facility. The pipeline has been installed through this area but at the expense of large quantities of Type 2 bedding, which has been the only method of trench and pipe stabilization found to work. Since the water main will be installed only 10 to 20 feet away from the sewer, it is expected that the same quicksand layer will be encountered during that excavation. Around 600 cubic yards of additional Type 2 pipe bedding will be needed to ensure that the water main is properly supported to maintain proper grade and structural integrity. Mr. Rearden recommended approval of the change order.

**Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission approve Change Order No. 1 for \$13,800 to Central Plumbing and Heating, Inc. for the Montana Eggs Utility Extensions (OF 1610) and authorize the City Manager to execute the agreements.**

Mayor Winters asked if there was any discussion amongst the Commission or inquiries from the public. Hearing none, Mayor Winters called for the vote.

Motion carried 5-0.

**12. MEMORANDUM OF UNDERSTANDING WITH UPPER/LOWER RIVER ROAD WATER AND SEWER DISTRICT FOR SERVICE DISTRICT #4 (OF 1354.4).**

Planning and Community Development Director Mike Haynes reported that the Upper/Lower River Road Water and Sewer Service District is prepared to move forward with installation of water and sewer infrastructure for Service District #4, which comprises 57 parcels on ±16.34 acres of land. The District and the property owners in Service District #4 will be responsible for paying the cost of the water and sewer infrastructure including the use of \$332,000 in CDBG funds allocated by the Commission in the most recent funding package. The MOU sets forth conditions for properties in Service District #4 to connect to city water and sewer and for annexation of the property into the City.

**Commissioner Jones moved, seconded by Commissioner Burow, that the City Commission approve the Memorandum of Understanding between the City and Upper/Lower River Road Water and Sewer District for Service District #4 and authorize the City Manager to execute the agreement.**

Mayor Winters asked if there was any discussion amongst the Commission. Hearing none, Mayor Winters asked if there were any inquiries from the public.

**John Stephenson-Love, Board President of the Upper/Lower River Road Water & Sewer District,**  
07/19/2011



residing at 300 40<sup>th</sup> Avenue South, expressed appreciation for the City's help in the Water & Sewer District making progress.

Motion carried 5-0.

### **ORDINANCES/RESOLUTIONS**

**13. RESOLUTION 9934, INTENTION TO VACATE A PORTION OF 13<sup>TH</sup> STREET AND A PORTION OF 11<sup>TH</sup> ALLEY NORTH.**

Planning and Community Development Director Mike Haynes reported that this item relates to the abandonment of public right-of-way; specifically, 13<sup>th</sup> Street North between 10<sup>th</sup> Avenue North and 11<sup>th</sup> Alley North and 11<sup>th</sup> Alley North east of 13<sup>th</sup> Street North in favor of four abutting private property owners. The subject right-of-way is not used or needed for the street network and abandonment will allow the abutting property owners to better secure their properties and utilize the land for parking or storage. Easements will be retained in favor of the City for utilities. Subsequent to the property being abandoned, the property owners would be required to replat the property including establishing the utility easements.

**Commissioner Burow moved, seconded by Commissioner Jolley, that the City Commission adopt Resolution 9934.**

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

Motion carried 5-0.

### **CONSENT AGENDA**

14. Minutes, July 5, 2011, Commission meeting.
15. Total Expenditures of \$2,991,069 for the period of June 30 through July 13, 2011, to include claims over \$5,000, in the amount of \$2,745,189.
16. Contracts list.
17. Approve the purchase of water meter equipment for FY 2012 from Dana Kepner Co. of Billings in an amount not to exceed \$270,000.
18. Approve cancellation of outstanding and unpaid checks over one year old.
19. Award construction contract to United Materials of Great Falls, Inc. in the amount of \$71,021 for the 25<sup>th</sup> Avenue NE Improvements. **OF 1615**
20. Approve final payment to United Materials of Great Falls, Inc. and the State Miscellaneous Tax Division in the amount of \$7,893.30 for the 33<sup>rd</sup> Avenue NE Drainage Improvements and Paving. **OF 1553.1**

**Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission approve the Consent Agenda, as presented.**

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

Commissioner Jolley requested that the contract for the military entryway signage listed as Item 16(C) be pulled for separate discussion. She expressed concern with expending funds from the contingency fund for this purpose. She requested a legal opinion regarding use of contingency funds.

Mr. Doyon commented that he understands the source of funding is in dispute with Commissioner Jolley. The Fiscal Department has set up a separate project account that the payment will come from.

Deputy City Manager Jennifer Reichelt added that the Commission took action in April to approve the funding for this project. At that time, staff transferred funds from the contingency fund to the project fund and solicited quotes from contractors. The action requested tonight is to approve the contract.

Mayor Winters asked if there were any inquiries from the public.

**Ron Gessaman**, 1006 36<sup>th</sup> Avenue NE, noted that the Southern payment on Item 15 has been the largest bill tendered to ECP. With regard to the military signage contract on Item 16, Mr. Gessaman commented that all military in town should be honored.

Mayor Winters clarified that the sign references “The Homes” of Malmstrom Air Force Base and Montana Air National Guard.

Commissioner Jolley inquired about the large energy expense on Item 15.

Mr. Doyon commented he recollects Southern making a cash call to meet some deposit requirements. There was a rate increase in April. The latest bill is a mystery and is also a higher amount.

**Mike Witsoe**, 510 11<sup>th</sup> Street South, inquired about the military signage in Item 16C. Ms. Reichelt responded that local quotes were received, and the low bidder was All State Signs. A Great Falls resident prepared the design for the sign.

**Cyndi Baker**, 500 Montana Avenue NW, inquired about donated labor and materials for the military signage in Item 16C.

Ms. Reichelt responded that she wasn't able to get donations for the first sign. She spoke with General Livingston from MANG and it will be in the works for future signs.

**Daniel Dust**, 1401 5<sup>th</sup> Avenue South, approved of All State Signs as the contractor for the military signage listed in Item 16C.

Motion carried 5-0.

**PETITIONS AND COMMUNICATIONS****21. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Winters opened the meeting to Petitions and Communications.

- A. **Daniel Dust**, 1401 5<sup>th</sup> Avenue South, reviewed the timeline of events since a light pole fell at Centene Stadium, the engineering reports, and expressed safety concerns. He suggested that the Commission create an emergency board to investigate the safety issues he discussed.

Mayor Winters responded that he spoke with General Manager Ms. Swartz and the groundskeeper, and was assured that the signs Mr. Dust referenced are vinyl signs, and the light poles are 368 feet from the nearest person(s). The League has rules in place in the event of a major weather incident. Ms. Swartz reported to him that the League is adhering to the recommendations of the engineering firm.

Mr. Dust read portions of the TD&H report.

Mayor Winters responded that what Mr. Dust has discussed has been or is in the process of being rectified.

- B. **Vinney Purpura**, 127 Hawk Drive, commented that there are two issues, signs and light poles. Mr. Purpura discussed his Memorandum provided to the City Manager and Commissioners and read portions of the TD&H report. The report was provided to Park and Recreation Director Marty Basta. If the recommendations would have been for immediate need, the Baseball Club would have taken immediate action. The Baseball Club implemented a pole replacement program. Mr. Purpura concluded that the Baseball Club took a thoughtful and conservative approach.
- C. **Ron Gessaman**, 1006 36<sup>th</sup> Avenue NE, commented that the wood pole pictures in the TD&H report are horrendous. With regard to the steel poles, Mr. Gessaman commented that a temporary fix will not fix the problems.
- D. **John Hubbard**, 615 7<sup>th</sup> Avenue ~~North~~ **South**, commented on the Overfield case that was recently in the *Tribune* and the monies spent defending the case. Mr. Hubbard discussed people being held accountable and encouraged citizens to contact appropriate officials to press charges.
- E. **Police Chief Cloyd Grove**, commented that he followed up on Mr. Witsoe's allegations regarding chickens at the last Commission meeting. The information was false. Chief Grove requested an apology from Mr. Witsoe to the Great Falls Police Department staff.
- F. **Mike Witsoe**, 510 11<sup>th</sup> Street South, apologized and commented that he thought the rumors were from someone reliable. Mr. Witsoe discussed an upcoming 70<sup>th</sup> class reunion for Great Falls High School.

**CITY MANAGER****22. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported that he will not be available to attend the next two Southern meetings. At his request, the Commission appointed interim trustees ECP Board Chairman Jones and Vice Chairman Winters to attend said meetings.

### **CITY COMMISSION**

#### **23. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

There were no miscellaneous reports and announcements from the City Commissioners.

### **ADJOURNMENT**

There being no further business to come before the regular Commission meeting, **Commissioner Bronson moved, seconded by Commissioner Jones, that the regular meeting of July 19, 2011, be adjourned at 10:04 p.m.**

Motion carried 5-0.

---

Mayor Winters

---

City Clerk

Minutes Approved: August 2, 2011



**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/people\\_offices/fiscal/checkregister.php](http://www.greatfallsmt.net/people_offices/fiscal/checkregister.php)

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

ACCOUNTS PAYABLE CHECK RUNS FROM JULY 14 - JULY 27, 2011	3,135,401.44
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JULY 9 - JULY 15, 2011	49,740.85
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JULY 16 - JULY 22, 2011	3,790.00
WIRE TRANSFERS FROM JULY 14 - JULY 20, 2011	90,216.06
WIRE TRANSFERS FROM JULY 21 - JULY 27, 2011	<u>1,557,538.70</u>
<b>TOTAL: \$</b>	<u><u>4,836,687.05</u></u>

**GENERAL FUND**

**FISCAL SERVICES**

GREAT FALLS DEVELOPMENT AUTH	2012 PLEDGE	50,000.00
CITY COUNTY HEALTH DEPARTMENT	PMT 1 OF ANNUAL CONTRIBUTION	125,000.00

**POLICE**

FLOORING AMERICA	LABOR & MATERIAL NEW SHELTER FLOORING - OFFICES & CAT AREAS	8,294.00
BISON MOTOR CO INC	2 EA 2011 FORD RANGERS 4X4'S (SPLIT AMONG FUNDS)	19,396.92
JOHNSON CONTROLS INC	PLANNED SERVICE AGREEMENT (SPLIT AMONG FUNDS)	6,226.40

**SPECIAL REVENUE FUND**

**PLANNING**

GREAT FALLS TRANSIT DISTRICT	FTA 5303 3RD QUARTER REIMBURSEMENT	20,935.37
ESRI	ESRI ANNUAL MAINTENANCE (SPLIT AMONG FUNDS)	600.00

**CTEP PROJECT**

JAMES TALCOTT CONSTRUCTION INC	RETURN OF 5% RETAINAGE FOR BAY DRIVE TRAIL PHASE II ARRA/CTEP	38,101.04
--------------------------------	---	-----------

**LIGHTING DISTRICT**

CARTEGRAPH SYSTEMS	SOFTWARE MAINTENANCE RENEWAL (SPLIT AMONG FUNDS)	1,200.00
--------------------	--	----------

**SPECIAL REVENUE FUND (CONTINUED)**

---

**911 SPECIAL REVENUE**

QWEST INTERPRISE AMERICA INC	E911 POSITRON ANNUAL PHONE SYSTEM MAINTENANCE	17,546.88
------------------------------	--	-----------

**POLICE SPECIAL REVENUE**

ROBERT BEALL	TRAVEL ADVANCE 4 OFFICERS TO ANAHEIM CA FOR CA GANG CONFERENCE	5,838.13
--------------	---	----------

**STREET DISTRICT**

GREAT FALLS SAND & GRAVEL	PMT 2 2011 DETERIORATED STREET REPAIRS	146,127.58
CARTEGRAPH SYSTEMS	SOFTWARE MAINTENANCE RENEWAL (SPLIT AMONG FUNDS)	5,100.00
UNITED MATERIALS OF GREAT FALLS THOMAS DEAN & HOSKINS INC	ASPHALTIC CONCRETE MATERIAL OF1615 SURVEY, CURB & GUTTER DESIGN SOUTH SIDE OF 25TH AVE NE	43,220.40 5,598.15
SHERWIN WILLIAMS NORTHWEST FENCE PRODUCTS	WHITE & YELLOW PAINT POSTS	9,350.00 5,075.00

**PARK & RECREATION SPECIAL REVENUE**

THE TENNIS & TRACK CO INC	PMT #3 CONSTRUCTION OF TENNIS COURTS AT ELKS RIVERSIDE PARK	31,468.48
---------------------------	--	-----------

**NATURAL RESOURCES**

NITRO-GREEN PRO LAWN&TREE CARE	504 TREES SPRAYED FOR PINE BEETLES	7,797.00
--------------------------------	------------------------------------	----------

**FEDERAL BLOCK GRANTS**

L'HEUREUX PAGE WERNER PC	DESIGN FEE SUBWAY APARTMENTS 426 CENTRAL AVE	7,485.20
ALR CONTRACTING LLC	MATERIAL, LABOR DRAW SUBWAY APTS 426 CENTRAL AVE	8,500.00
ALR CONTRACTING LLC	WINDOWS SUBWAY APARTMENTS 426 CENTRAL AVE	15,000.00
L'HEUREUX PAGE WERNER PC	ARCHITECT FEES 426 CENTRAL AVE	6,360.00

**CAPITAL PROJECTS**

---

**GENERAL CAPITAL**

MORRISON-MAIERLE INC	BUILDING ENERGY AUDIT SERVICES	22,290.75
----------------------	--------------------------------	-----------

**ENTERPRISE FUNDS**

---

**WATER**

UNITED MATERIALS OF GREAT FALLS	PMT 4 OF1599 PHASE II 1ST & 2ND AVE N WATER MAIN REPLACEMENT	169,774.82
UNITED MATERIALS OF GREAT FALLS	PMT 5 OF1599 PHASE II 1ST & 2ND AVE N WATER MAIN REPLACEMENT	150,915.93
CENTRAL PLUMBING & HEATING INC	PMT 1 OF1610 MONTANA EGG ANNEXATION AND UTILITY EXTENSIONS (SPLIT AMONG FUNDS)	45,409.02
CARTEGRAPH SYSTEMS	SOFTWARE MAINTENANCE RENEWAL (SPLIT AMONG FUNDS)	4,950.00
BISON MOTOR CO INC	2 EA 2011 RANGER SUPER CABS (SPLIT AMONG FUNDS)	20,510.65

**ENTERPRISE FUNDS (CONTINUED)**

---

**SEWER**

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	246,806.34
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
CENTRAL PLUMBING & HEATING INC	PMT 1 OF1610 MONTANA EGG ANNEXATION AND UTILITY EXTENSIONS (SPLIT AMONG FUNDS)	48,436.22
CARTEGRAPH SYSTEMS	SOFTWARE MAINTENANCE RENEWAL (SPLIT AMONG FUNDS)	2,700.00
NCI ENGINEERING COMPANY	PMT 3 OF1457.5 LIFT STATION 10, 12 AND 25 CAN REPLACEMENTS AND MISC IMPROVE	8,500.00
SHUMAKER TRUCKING & EXCAVATING	PMT 1 OF1566.7 11TH ALLEY NORTH SEWER RELOCATION	95,874.57

**STORM DRAIN**

WESTERN MUNICIPAL CONSTRUCTION	PMT 3 OF1463 VALERIA WAY STORM MAIN REPLACEMENT	177,877.99
GODWIN PUMPS OF AMERICA	RENTAL OF PUMP & PIPING FOR PUMPING OUT OF RETENTION POND	35,933.00
MORRISON-MAIERLE INC	OF1476 GF NORTH SANITARY SEWER & SD MASTER PLAN	5,999.16
FAGENSTROM CO	CONCRETE HORSESHOE INLETS	5,000.00

**ELECTRIC**

SOUTHERN	PMT OF ENERGY SUPPLY EXPENSE JUN 11	1,035,183.72
SOUTHERN	CFC COLLATERAL PAYMENT JUNE 2011	107,750.00

**SAFETY SERVICES**

JOHNSON CONTROLS INC	PLANNED SERVICE AGREEMENT (SPLIT AMONG FUNDS)	1,556.60
----------------------	---	----------

**PARKING**

APCOA/STANDARD PARKING	AUGUST 2011 COMPENSATION	25,339.82
------------------------	--------------------------	-----------

**SWIM POOLS**

HAWKINS INC	POOL CHEMICALS	7,909.14
-------------	----------------	----------

**INTERNAL SERVICES FUND**

---

**HEALTH & BENEFITS**

BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS JULY 12 - 18, 2011	118,419.82
BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS JULY 19 - 25, 2011	414,604.98

**INSURANCE & SAFETY**

MT MUNICIPAL INTERLOCAL AUTHORITY	2011-12 PROPERTY INSURANCE PREMIUM	234,563.00
-----------------------------------	------------------------------------	------------

**INFORMATION TECHNOLOGY**

NEW WORLD SYSTEMS CORP	PMT 1 OF 10 ANNUAL SOFTWARE SUPPORT SUBSCRIPTION AND MAINTENANCE	210,000.00
QWEST COMMUNICATIONS CO LLC	2 MONTHS ISP CHARGES	8,098.39
DELL MARKETING LP	7 OPTIPLEX 780 MINITOWERS DISPATCH	11,037.60
ESRI	ESRI ANNUAL MAINTENANCE (SPLIT AMONG FUNDS)	7,450.00

**INTERNAL SERVICES FUND (CONTINUED)****CENTRAL GARAGE**

BISON MOTOR CO INC	2 EA 2011 FORD F150 4X4 PICK UPS	42,226.70
MOUNTAIN VIEW CO-OP	FUEL	39,394.44
BISON MOTOR CO INC	2 EA 2011 FORD RANGERS 4X4'S (SPLIT AMONG FUNDS)	19,396.92

**ENGINEERING**

BISON MOTOR CO INC	2 EA 2011 RANGER SUPER CABS (SPLIT AMONG FUNDS)	20,510.65
--------------------	--	-----------

**PUBLIC WORKS ADMINISTRATION**

CARTEGRAPH SYSTEMS	SOFTWARE MAINTENANCE RENEWAL (SPLIT AMONG FUNDS)	1,050.00
--------------------	---	----------

**TRUST AND AGENCY****COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	48,348.35
---------------------	---------------------------------	-----------

**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	41,194.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	11,793.23
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	44,469.78
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,278.00
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	98,078.37
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	11,372.00
1ST INTERSTATE BANK	FEDERAL TAXES, FICA & MEDICARE	190,072.64
AFLAC	EMPLOYEE CONTRIBUTIONS	12,502.99

**UTILITY BILLS**

MONTANA WASTE SYSTEMS INC	JUNE 2011 CHARGES	109,754.08
QWEST	JULY 2011 911 DISPATCH	5,704.28

**CLAIMS OVER \$5000 TOTAL:**\$ 4,568,758.50



# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
6080-71-761-42230	216187	A TO Z LOCK & KEY	1849	I12-000447	\$ 16.00
6080-71-761-42230	216188	ACE HARDWARE	4876	I12-000196	\$ 62.84
6080-71-761-42230	216188	ACE HARDWARE	4876	I12-000448	\$ 8.08
6080-71-761-42410	216188	ACE HARDWARE	4876	I12-000448	\$ 59.99
6080-71-761-43620	216197	B & B HEATING - AIR CONDITIONING	392	I12-000195	\$ 845.00
6080-71-761-42230	216238	CRESCENT ELECTRIC SUPPLY CO	405	I12-000317	\$ 263.17
6080-71-761-43410	216263	FSH COMMUNICATIONS	12068	I12-000320	\$ 65.00
6080-71-761-42230	216304	MASCO JANITORIAL SUPPLY	198	I12-000449	\$ 83.70
6080-71-761-42230	216309	MONTANA BROOM & BRUSH COMPANY	7828	I12-000450	\$ 950.55
6080-71-761-42230	216329	NORTHWEST PIPE FITTINGS INC	142	I12-000337	\$ 48.62
6080-71-761-42350	216329	NORTHWEST PIPE FITTINGS INC	142	I12-000446	\$ 123.21
6080-71-761-43420	216330	NORTHWESTERN ENERGY	82	I12-000460	\$ 69.56
6080-71-761-42230	216390	VALLEY MOTOR SUPPLY CO INC	71	I12-000194	\$ 6.99
6080-71-761-42230	216447	COLUMBIA PAINT & COATINGS	50	I12-000915	\$ 9.48
6080-71-761-42230	216450	CRESCENT ELECTRIC SUPPLY CO	405	I12-000917	\$ 56.06
6080-71-761-42230	216450	CRESCENT ELECTRIC SUPPLY CO	405	I12-000918	\$ 42.72
6080-71-761-43630	216486	J & V RESTAURANT & FIRE SUPPLY	6109	I12-000916	\$ 175.00
6080-71-761-42350	216526	NORTHWEST PIPE FITTINGS INC	142	I12-000913	\$ 97.08
6080-71-761-42350	216526	NORTHWEST PIPE FITTINGS INC	142	I12-000914	\$ 35.00
6080-71-761-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 10.42
-----					
				Fund(6080) Total	\$3,028.47
2210-64-621-49320	216300	L'HEUREUX PAGE WERNER PC	2986	I11-007120	\$ 77.00
2210-64-621-49320	216319	MT DEPT OF REVENUE 1% WITHHOLDING	136	I12-000371	\$ 317.87
2210-64-621-49320	216374	TENNIS & TRACK CO INC (THE)	13471	I12-000378	\$ 31,468.48
-----					
				Fund(2210) Total	\$31,863.35
5310-31-565-42120	216223	CARTEGRAPH SYSTEMS	7415	I12-000315	\$ 2,700.00
5310-31-565-49310	216229	CENTRAL PLUMBING & HEATING INC	839	I12-000323	\$ 48,436.22
5310-31-565-49310	216232	CITY OF GREAT FALLS FISCAL	2616	I12-000473	\$ 101.40
5310-31-565-49310	216319	MT DEPT OF REVENUE 1% WITHHOLDING	136	I12-000327	\$ 489.25

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5310-31-564-49320	216325	NCI ENGINEERING COMPANY	12508	I11-007181	\$ 8,500.00
5310-31-565-42290	216342	POWER PRO EQUIPMENT CO	8197	I12-000217	\$ 136.60
5310-31-565-43410	216348	QWEST	81	I11-007060	\$ 92.22
5310-31-565-45430	216351	RAILROAD MANAGEMENT CO III LLC	12579	I12-000200	\$ 109.81
5310-31-565-45430	216351	RAILROAD MANAGEMENT CO III LLC	12579	I12-000201	\$ 109.81
5310-31-565-43210	216436	CASCADE COUNTY PRINT SHOP	8479	I12-000765	\$ 8.00
5310-31-565-49320	216513	MORRISON-MAIERLE INC	511	I12-000593	\$ 0.00
5310-31-565-49310	216517	MT DEPT OF REVENUE 1% WITHHOLDING	136	I12-000598	\$ 968.43
5310-31-565-49310	216552	SHUMAKER TRUCKING & EXCAVATING CONT	1096	I12-000597	\$ 95,874.57
5310-31-564-43590	216575	VEOLIA WATER NORTH AMERICA	11147	I12-000724	\$ 10,949.25
5310-31-564-43590	216575	VEOLIA WATER NORTH AMERICA	11147	I12-000724	\$ 235,857.09
5310-31-564-49410	216575	VEOLIA WATER NORTH AMERICA	11147	I12-000724	\$ 12,500.00
5310-31-565-43410	216582	WCS TELECOM	11222	I12-000599	\$ 6.45
-----					
5710-32-195-43310	216321	MT PUBLIC SERVICE COMMISSION	2708	I12-000423	\$ 140.00
5710-32-195-43410	216349	QWEST COMMUNICATIONS COMPANY LLC	9903	I12-000453	\$ 23.38
-----					
Fund(5710) Total					\$163.38
5711-64-671-42290	216188	ACE HARDWARE	4876	I11-006958	\$ 25.97
5711-64-671-42350	216188	ACE HARDWARE	4876	I12-000153	\$ 5.99
5711-64-671-42350	216188	ACE HARDWARE	4876	I12-000155	\$ 4.99
5711-64-671-42290	216212	BREEN OIL COMPANY	10408	I12-000249	\$ 24.00
5711-64-671-42350	216212	BREEN OIL COMPANY	10408	I12-000335	\$ 12.00
5711-64-673-43610	216216	BUG DOCTOR	10435	I11-007085	\$ 42.00
5711-64-673-42220	216279	HAWKINS INC WATER	6715	I11-007157	\$ 18.70
5711-64-671-43810	216280	HEART BEAT TRAINING CENTER TINA	9752	I12-000285	\$ 23.75
5711-64-673-43810	216280	HEART BEAT TRAINING CENTER TINA	9752	I12-000285	\$ 23.75
5711-64-673-43610	216290	JOHNSON CONTROLS INC	141	I12-000318	\$ 1,400.00
5711-64-671-42350	216295	K-MART	10	I12-000291	\$ 19.95
5711-64-671-42330	216299	KUSTOM CITY FIBERGLASS INC	1430	I11-007158	\$ 1,714.00

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
5711-64-671-42350	216304	MASCO JANITORIAL SUPPLY	198	I12-000286	\$ 72.76
5711-64-671-42350	216304	MASCO JANITORIAL SUPPLY	198	I12-000287	\$ 69.94
5711-64-671-42290	216305	MASTERCARD PROCESSING CENTER	8270	I12-000321	\$ 310.65
5711-64-671-42520	216312	MONTANA VENDING INC	8447	I12-000242	\$ 450.42
5711-64-671-42520	216312	MONTANA VENDING INC	8447	I12-000333	\$ 840.41
5711-64-671-42290	216315	MOUNTAIN VIEW CO-OP	972	I12-000250	\$ 11.70
5711-64-675-43420	216330	NORTHWESTERN ENERGY	82	I12-000460	\$ 137.72
5711-64-671-42520	216337	PEPSI COLA OF GREAT FALLS	178	I12-000324	\$ 674.56
5711-64-671-42520	216337	PEPSI COLA OF GREAT FALLS	178	I11-007159	\$ 50.00
5711-64-671-42520	216337	PEPSI COLA OF GREAT FALLS	178	I12-000325	\$ -50.00
5711-64-671-43410	216348	QWEST	81	I12-000311	\$ 99.42
5711-64-675-43410	216348	QWEST	81	I12-000314	\$ 98.43
5711-64-671-42520	216358	SAMS CLUB	4909	I12-000334	\$ 70.39
5711-64-671-42520	216359	SCHEERS WHOLESALE INC	12310	I12-000326	\$ 736.80
5711-64-675-42520	216386	UDDER DISTRIBUTING INC	13044	I12-000289	\$ 265.20
5711-64-671-42520	216386	UDDER DISTRIBUTING INC	13044	I12-000328	\$ 259.80
5711-64-671-42520	216386	UDDER DISTRIBUTING INC	13044	I12-000330	\$ 160.20
5711-64-671-42520	216386	UDDER DISTRIBUTING INC	13044	I12-000332	\$ 246.30
5711-64-673-43415	216391	VERIZON WIRELESS	10858	I11-007084	\$ 31.03
5711-64-673-43810	216398	YMCA OF THE USA	11099	I12-000274	\$ 100.00
5711-64-671-43810	216398	YMCA OF THE USA	11099	I12-000274	\$ 100.00
5711-64-671-42290	216429	BREEN OIL COMPANY	10408	I12-000807	\$ 12.00
5711-64-671-43340	216442	CENTRAL MONTANA RADIO NETWORK	12339	I11-007244	\$ 500.00
5711-64-671-43340	216442	CENTRAL MONTANA RADIO NETWORK	12339	I11-007245	\$ 216.00
5711-64-671-43340	216442	CENTRAL MONTANA RADIO NETWORK	12339	I11-007246	\$ 240.00
5711-64-671-43340	216442	CENTRAL MONTANA RADIO NETWORK	12339	I11-007247	\$ 240.00
5711-64-671-43640	216465	FERGUSON ENTERPRISES INC #3201	8915	I12-000791	\$ 457.20
5711-64-671-42220	216480	HAWKINS INC WATER	6715	I12-000790	\$ 6,093.67
5711-64-675-42220	216480	HAWKINS INC WATER	6715	I12-000790	\$ 1,815.47
5711-64-675-42290	216491	K-MART	10	I12-000702	\$ 6.98

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5711-64-671-43590	216495	KENCO ENTERPRISES INC	7497	I12-000796	\$ 24.00
5711-64-671-42350	216504	MASCO JANITORIAL SUPPLY	198	I12-000703	\$ 79.21
5711-64-671-42350	216504	MASCO JANITORIAL SUPPLY	198	I12-000704	\$ 70.97
5711-64-675-42350	216504	MASCO JANITORIAL SUPPLY	198	I12-000733	\$ 49.98
5711-64-671-42290	216505	MASTERCARD PROCESSING CENTER	8270	I12-000700	\$ 82.00
5711-64-671-42520	216512	MONTANA VENDING INC	8447	I12-000813	\$ 278.20
5711-64-671-42520	216512	MONTANA VENDING INC	8447	I12-000814	\$ 882.71
5711-64-671-42520	216512	MONTANA VENDING INC	8447	I12-000815	\$ 717.17
5711-64-671-42520	216512	MONTANA VENDING INC	8447	I12-000816	\$ 824.10
5711-64-671-42290	216515	MOUNTAIN VIEW CO-OP	972	I12-000799	\$ 11.44
5711-64-673-43620	216526	NORTHWEST PIPE FITTINGS INC	142	I12-000792	\$ 25.55
5711-64-671-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 801.97
5711-64-671-42520	216532	PEPSI COLA OF GREAT FALLS	178	I12-000818	\$ 167.25
5711-64-671-42520	216532	PEPSI COLA OF GREAT FALLS	178	I12-000819	\$ 445.37
5711-64-673-43410	216538	QWEST	81	I12-000786	\$ 49.34
5711-64-671-42330	216544	ROD'S MUSIC AND SOUND	5439	I11-007233	\$ 2,650.00
5711-64-675-42520	216546	SAMS CLUB	4909	I12-000682	\$ 155.28
5711-64-675-42290	216546	SAMS CLUB	4909	I12-000683	\$ 44.76
5711-64-675-42520	216546	SAMS CLUB	4909	I12-000683	\$ 144.64
5711-64-671-42290	216546	SAMS CLUB	4909	I12-000687	\$ 63.26
5711-64-675-42290	216546	SAMS CLUB	4909	I12-000802	\$ 140.00
5711-64-675-42520	216546	SAMS CLUB	4909	I12-000802	\$ 161.34
5711-64-671-42520	216547	SCHEERS WHOLESALE INC	12310	I12-000809	\$ 334.20
5711-64-671-42520	216547	SCHEERS WHOLESALE INC	12310	I12-000812	\$ 523.00
5711-64-673-42290	216550	SHIP-IT	137	I12-000797	\$ 64.63
5711-64-671-42330	216551	SHOPKO PROPERTIES LLC	30	I12-000805	\$ 15.98
5711-64-675-42520	216571	UDDER DISTRIBUTING INC	13044	I12-000701	\$ 260.40
5711-64-671-42520	216571	UDDER DISTRIBUTING INC	13044	I12-000808	\$ 212.70
2251-71-711-43350	216211	Brant Birkeland	12726	I11-007048	\$ 70.00
				----- Fund(5711) Total	\$26,911.60

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
2251-71-711-42190	216344	PROBUILD	25	I12-000451	\$ 16.99
2251-71-711-43590	216397	WICKS DOUG	6030	I11-007208	\$ 2,000.00
2251-71-711-42190	216463	ESRI	7592	I12-000777	\$ 600.00
2251-71-711-47830	216479	GREAT FALLS TRANSIT DISTRICT	4123	I11-007216	\$ 20,935.37
2251-71-711-42190	216505	MASTERCARD PROCESSING CENTER	8270	I12-000605	\$ 304.66
					-----
2312-14-195-43590	216270	GREAT FALLS DEVELOPMENT AUTHORITY	3314	Fund(2251) Total I12-000442	\$23,927.02 \$ 4,335.00
					-----
5210-31-556-42190	216201	BATTERIES PLUS OF GREAT FALLS INC	13522	Fund(2312) Total I12-000206	\$4,335.00 \$ 21.59
5210-31-555-42390	216202	BATTERY WAREHOUSE	1010	I12-000213	\$ 27.00
5210-31-555-42390	216203	BEARING SALES INC	37	I12-000479	\$ 101.21
5210-31-555-42390	216203	BEARING SALES INC	37	I12-000480	\$ 6.33
5210-31-555-42390	216203	BEARING SALES INC	37	I12-000481	\$ 20.19
5210-31-555-42310	216205	BEST OIL DISTRIBUTING	8163	I12-000292	\$ 55.00
5210-31-555-42390	216206	BIG R STORES (CSWW INC)	40	I11-007148	\$ 212.94
5210-31-555-42290	216206	BIG R STORES (CSWW INC)	40	I12-000483	\$ 41.92
5210-31-555-42220	216207	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I12-000486	\$ 37.00
5210-31-556-43620	216218	CALVERTS OVERHEAD DOOR SERVICE	11134	I12-000210	\$ 105.00
5210-31-556-42120	216223	CARTEGRAPH SYSTEMS	7415	I12-000315	\$ 4,950.00
5210-31-553-42290	216225	CASCADE COUNTY PRINT SHOP	8479	I11-007089	\$ 8.00
5210-31-556-42290	216228	CENTRAL LOCK & KEY PLUS SAFE INC	3805	I12-000211	\$ 10.00
5210-31-556-49310	216229	CENTRAL PLUMBING & HEATING INC	839	I12-000323	\$ 45,409.02
5210-31-555-42390	216238	CRESCENT ELECTRIC SUPPLY CO	405	I12-000293	\$ 3.64
5210-31-555-42390	216238	CRESCENT ELECTRIC SUPPLY CO	405	I12-000487	\$ 25.98
5210-31-556-49610	216239	DANA KEPNER COMPANY INC BILLINGS	4982	I11-007064	\$ 2,952.00
5210-31-555-42220	216244	DPC INDUSTRIES INC	301	I11-007149	\$ 3,526.80
5210-31-555-43590	216252	ENERGY LABORATORIES INC	813	I12-000294	\$ 82.00
5210-31-553-43350	216254	ENVIRONMENTAL RESOURCE ASSOCIATES	8700	I12-000295	\$ 261.33
5210-00-000-21482	216258	FALLS CONSTRUCTION COMPANY	1549	I12-000203	\$ 1,500.00

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
5210-31-555-42390	216260	FASTENAL COMPANY	7664	I11-007150	\$ 7.89
5210-31-555-42390	216260	FASTENAL COMPANY	7664	I11-007151	\$ 47.03
5210-31-556-42290	216261	FLEET SUPPLY COMPANY	64	I12-000208	\$ 35.95
5210-31-556-42290	216267	GENERAL DISTRIBUTING CO	65	I11-007065	\$ 43.50
5210-31-555-42290	216267	GENERAL DISTRIBUTING CO	65	I11-007152	\$ 34.80
5210-31-556-42290	216268	GLACIER STATE ELECTRIC SUPPLY	67	I11-007066	\$ 55.50
5210-31-555-42390	216269	GODWIN PUMPS OF AMERICA INC	12258	I11-007153	\$ 2,120.00
5210-31-555-42290	216274	GREAT FALLS PAPER & SUPPLY CO	549	I12-000488	\$ 81.88
5210-31-555-43310	216276	GREAT FALLS TRIBUNE	77	I11-007207	\$ 850.00
5210-31-555-43590	216285	INDUSTRIAL AUTOMATION CONSULTING IN	6837	I11-007154	\$ 385.00
5210-31-555-42290	216286	INDUSTRIAL TOWEL & COVER SUPPLY CO	104	I12-000297	\$ 18.87
5210-31-556-42290	216292	JOHNSON MADISON LUMBER INC	9	I12-000212	\$ 85.80
5210-31-556-42290	216292	JOHNSON MADISON LUMBER INC	9	I12-000214	\$ 9.36
5210-31-555-42290	216304	MASCO JANITORIAL SUPPLY	198	I12-000490	\$ 12.80
5210-31-555-42290	216304	MASCO JANITORIAL SUPPLY	198	I12-000491	\$ 89.66
5210-31-555-43355	216305	MASTERCARD PROCESSING CENTER	8270	I12-000298	\$ 160.00
5210-31-555-42380	216305	MASTERCARD PROCESSING CENTER	8270	I12-000482	\$ 946.02
5210-31-553-43590	216318	MT DEPT OF PUBLIC HEALTH & HUMAN	6874	I12-000299	\$ 573.00
5210-31-553-43590	216318	MT DEPT OF PUBLIC HEALTH & HUMAN	6874	I12-000300	\$ 42.00
5210-31-553-43590	216318	MT DEPT OF PUBLIC HEALTH & HUMAN	6874	I12-000301	\$ 2,226.00
5210-31-556-49310	216319	MT DEPT OF REVENUE 1% WITHHOLDING	136	I11-007058	\$ 1,714.90
5210-31-556-49310	216319	MT DEPT OF REVENUE 1% WITHHOLDING	136	I12-000209	\$ 1,524.40
5210-31-556-49310	216319	MT DEPT OF REVENUE 1% WITHHOLDING	136	I12-000327	\$ 458.68
5210-31-555-42290	216324	NATIONAL LAUNDRY	388	I12-000302	\$ 117.36
5210-31-556-42290	216329	NORTHWEST PIPE FITTINGS INC	142	I11-007067	\$ 31.36
5210-31-556-42290	216329	NORTHWEST PIPE FITTINGS INC	142	I12-000215	\$ 56.10
5210-31-555-42390	216329	NORTHWEST PIPE FITTINGS INC	142	I11-007155	\$ 83.02
5210-31-555-43420	216330	NORTHWESTERN ENERGY	82	I12-000460	\$ 39.55
5210-31-556-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000216	\$ 20.99

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
5210-31-556-43410	216348	QWEST	81	I11-007060	\$ 92.23
5210-31-555-43410	216348	QWEST	81	I12-000303	\$ 161.94
5210-31-555-43590	216355	ROCKY MTN FRONT FIRE PROTECTION	12743	I12-000495	\$ 175.00
5210-31-556-42260	216363	SMITH EQUIPMENT CO	2317	I12-000218	\$ 204.00
5210-31-555-42390	216368	STEEL ETC	9522	I12-000304	\$ 127.20
5210-31-555-42220	216375	THATCHER COMPANY OF MONTANA	2003	I12-000305	\$ 4,835.43
5210-31-555-42220	216375	THATCHER COMPANY OF MONTANA	2003	I12-000502	\$ 4,503.60
5210-31-555-42220	216375	THATCHER COMPANY OF MONTANA	2003	I12-000503	\$ 4,485.24
5210-31-555-42220	216375	THATCHER COMPANY OF MONTANA	2003	I12-000504	\$ 4,577.00
5210-31-555-42220	216375	THATCHER COMPANY OF MONTANA	2003	I12-000505	\$ 4,468.43
5210-31-555-42410	216383	TOOL BOX INC	2886	I12-000306	\$ 41.15
5210-31-555-42410	216383	TOOL BOX INC	2886	I12-000497	\$ 6.70
5210-31-556-49310	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I11-007057	\$ 169,774.82
5210-31-556-49310	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I12-000207	\$ 150,915.93
5210-00-000-21430	216418	BAUER, TOM W	1679	I12-000752	\$ 83.25
5210-16-513-49410	216426	BISON MOTOR CO INC	42	I11-007250	\$ 10,255.33
5210-16-513-49410	216426	BISON MOTOR CO INC	42	I11-007251	\$ 10,255.33
5210-31-556-43210	216436	CASCADE COUNTY PRINT SHOP	8479	I12-000765	\$ 8.00
5210-31-553-43590	216460	ENERGY LABORATORIES INC	813	I12-000707	\$ 172.00
5210-00-000-21430	216507	MCGREGOR, KAREN	1679	I12-000753	\$ 36.07
5210-00-000-21430	216522	NERISON, STACY	1679	I12-000751	\$ 48.59
5210-31-555-42390	216526	NORTHWEST PIPE FITTINGS INC	142	I12-000709	\$ 80.53
5210-31-555-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 16.93
5210-00-000-21430	216533	PERSON, LISA	1679	I12-000754	\$ 258.13
5210-31-555-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000714	\$ 33.98
5210-31-555-43690	216540	RAILROAD MANAGEMENT CO III LLC	12579	I12-000715	\$ 109.81
5210-31-555-43690	216540	RAILROAD MANAGEMENT CO III LLC	12579	I12-000718	\$ 109.81
5210-31-555-42380	216558	STEEL ETC	9522	I12-000720	\$ 17.94
5210-31-555-42410	216567	TOOL BOX INC	2886	I12-000723	\$ 2.60
5210-31-556-43410	216582	WCS TELECOM	11222	I12-000599	\$ 7.06

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
				-----	
				Fund(5210) Total\$437,092.40	
4001-14-112-43590	216217	CADWELL PATTY	11505	I12-000474	\$ 46.49
4001-14-112-43590	216296	Karen Grove	12725	I12-000472	\$ 43.06
4001-14-199-43590	216314	MORRISON-MAIERLE INC	511	I12-000434	\$ 22,290.75
				-----	
				Fund(4001) Total\$22,380.30	
5010-64-654-42290	216188	ACE HARDWARE	4876	I11-007072	\$ 30.45
5010-64-651-43620	216216	BUG DOCTOR	10435	I11-007085	\$ 35.00
5010-64-653-43620	216216	BUG DOCTOR	10435	I11-007085	\$ 50.00
5010-64-651-42120	216227	CDW GOVERNMENT INC	8296	I11-007145	\$ 236.94
5010-64-653-43710	216237	CRAMER CAOUCETTE CONNIE REIMBURSEMEN	150	I12-000379	\$ 78.03
5010-64-651-43710	216237	CRAMER CAOUCETTE CONNIE REIMBURSEMEN	150	I12-000379	\$ 78.03
5010-64-651-43710	216237	CRAMER CAOUCETTE CONNIE REIMBURSEMEN	150	I12-000459	\$ 20.54
5010-64-653-43710	216237	CRAMER CAOUCETTE CONNIE REIMBURSEMEN	150	I12-000459	\$ 20.53
5010-64-651-43690	216303	LPGA	4633	I12-000463	\$ 1,020.00
5010-00-000-10320	216338	PETTY CASH/STEIN CINDY	6172	I12-000273	\$ 600.00
5010-00-000-15121	216356	RYANS CASH & CARRY	191	I12-000261	\$ 137.28
5010-64-653-42290	216361	SHIP-IT	137	I11-007108	\$ 17.29
5010-00-000-15121	216381	TITLEIST	6713	I11-007114	\$ 660.02
5010-00-000-15121	216381	TITLEIST	6713	I11-007115	\$ 483.94
5010-64-652-43415	216391	VERIZON WIRELESS	10858	I11-007084	\$ 76.12
5010-64-654-43415	216391	VERIZON WIRELESS	10858	I11-007084	\$ 75.12
5010-64-651-43415	216391	VERIZON WIRELESS	10858	I11-007084	\$ 38.09
5010-64-653-43415	216391	VERIZON WIRELESS	10858	I11-007084	\$ 38.09
5010-64-651-43690	216394	WESTERN GOLF INC	10376	I11-007116	\$ 1,639.90
5010-64-651-43510	216405	ALARM SERVICE INC	177	I11-007236	\$ 50.00
5010-64-652-43510	216405	ALARM SERVICE INC	177	I11-007237	\$ 50.00
5010-64-651-43690	216484	IDENTITY SCREENPRINTING & EMB	9468	I12-000839	\$ 773.50
5010-64-651-43690	216484	IDENTITY SCREENPRINTING & EMB	9468	I12-000842	\$ 535.50



# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5010-64-654-42350	216489	JOHNSON MADISON LUMBER INC	9	I11-007068	\$ 24.14
5010-64-651-43690	216505	MASTERCARD PROCESSING CENTER	8270	I12-000782	\$ 339.50
5010-00-000-21465	216511	MONTANA STATE GOLF ASSOC	1272	I12-000778	\$ 2,379.00
5010-00-000-21465	216511	MONTANA STATE GOLF ASSOC	1272	I12-000780	\$ 455.00
5010-64-654-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 9.92
5010-00-000-15121	216528	O & M GOLF - THRIFTY GOLF SUPPLY	13163	I11-007264	\$ 928.68
5010-64-654-42350	216530	PACIFIC STEEL	22	I11-007054	\$ 13.60
-----					
6065-15-264-43590	216265	GARDA CL NORTHWEST INC	12759	Fund(5010) Total I12-000428	\$10,894.21 \$ 902.54
6065-15-264-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000349	\$ 10.53
6065-15-264-43210	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000349	\$ 3.04
6065-15-264-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000350	\$ 134.85
6065-15-264-43210	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000350	\$ 25.44
6065-15-264-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000351	\$ 2,417.83
6065-15-264-43210	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000351	\$ 785.24
6065-15-264-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000352	\$ 16.40
6065-15-264-43210	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000352	\$ 4.64
6065-15-264-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000353	\$ 276.23
6065-15-264-43210	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000353	\$ 34.92
6065-15-264-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000354	\$ 224.46
6065-15-264-43210	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000354	\$ 28.38
6065-15-268-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I11-007175	\$ 151.36
6065-15-268-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I11-007176	\$ 114.72
6065-15-268-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I11-007177	\$ 170.10
6065-15-268-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I11-007178	\$ 100.79
6065-15-268-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000356	\$ 166.76
6065-15-268-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000485	\$ 110.63
6065-15-268-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000492	\$ 179.17
6065-15-268-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000493	\$ 94.32
6065-15-268-43110	216287	INNOVATIVE POSTAL SERVICE INC	7796	I12-000496	\$ 78.56

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
6065-15-261-43540	216294	JUNKERMIER CLARK CAMPANELLA &	5621	I11-007180	\$ 4,000.00
6065-15-264-43110	216485	INNOVATIVE POSTAL SERVICE INC	7796	I12-000634	\$ 253.61
6065-15-264-43210	216485	INNOVATIVE POSTAL SERVICE INC	7796	I12-000634	\$ 32.06
6065-15-264-43110	216485	INNOVATIVE POSTAL SERVICE INC	7796	I12-000637	\$ 2,329.25
6065-15-264-43210	216485	INNOVATIVE POSTAL SERVICE INC	7796	I12-000637	\$ 765.65
6065-15-264-43110	216485	INNOVATIVE POSTAL SERVICE INC	7796	I12-000639	\$ 1,779.18
6065-15-264-43210	216485	INNOVATIVE POSTAL SERVICE INC	7796	I12-000639	\$ 586.54
6065-15-264-43110	216485	INNOVATIVE POSTAL SERVICE INC	7796	I12-000641	\$ 8.97
6065-15-264-43210	216485	INNOVATIVE POSTAL SERVICE INC	7796	I12-000641	\$ 2.57
6065-15-264-43110	216485	INNOVATIVE POSTAL SERVICE INC	7796	I12-000648	\$ 21.08
6065-15-264-43210	216485	INNOVATIVE POSTAL SERVICE INC	7796	I12-000648	\$ 6.04
6065-15-261-43350	216518	MT MUNICIPAL CLERKS TREAS & FIN OFF	4654	I12-000629	\$ 50.00
6065-15-261-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000654	\$ 185.01
6065-15-262-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000654	\$ 20.56
6065-15-264-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000654	\$ 185.01
					-----
6060-21-151-43410	216348	QWEST	81	I12-000440	\$ 676.95
6060-21-151-43410	216538	QWEST	81	I12-000671	\$ 246.32
6060-21-151-43410	216539	QWEST COMMUNICATIONS COMPANY LLC	9903	I12-000672	\$ 460.61
					-----
2956-71-712-49310	216288	JAMES TALCOTT CONSTRUCTION INC	2836	I12-000455	\$ 38,101.04
2956-71-712-49310	216319	MT DEPT OF REVENUE 1% WITHHOLDING	136	I12-000456	\$ 384.86
2956-71-712-49310	216474	GPD PC	8824	I12-000725	\$ 170.00
2956-71-712-49310	216498	LACY & EBELING ENGINEERING INC	663	I12-000756	\$ 800.00
2956-71-712-49310	216564	THOMAS DEAN & HOSKINS INC	119	I12-000762	\$ 463.66
2956-71-712-49310	216564	THOMAS DEAN & HOSKINS INC	119	I12-000763	\$ 1,404.80
2956-71-712-49310	216564	THOMAS DEAN & HOSKINS INC	119	I12-000810	\$ 988.63
2956-71-712-49310	216564	THOMAS DEAN & HOSKINS INC	119	I12-000811	\$ 255.21
					-----
					Fund(2956) Total\$42,568.20

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5740-00-000-21480	216302	Livia Wagner	12731	I12-000421	\$ 241.50
5740-64-691-43350	216305	MASTERCARD PROCESSING CENTER	8270	I12-000197	\$ 95.00
5740-64-691-42190	216305	MASTERCARD PROCESSING CENTER	8270	I12-000405	\$ 12.99
5740-64-691-42190	216305	MASTERCARD PROCESSING CENTER	8270	I12-000409	\$ 11.99
5740-64-691-43110	216305	MASTERCARD PROCESSING CENTER	8270	I12-000457	\$ 14.48
5740-64-693-43980	216324	NATIONAL LAUNDRY	388	I12-000419	\$ 144.66
5740-64-691-42190	216366	STAPLES ADVANTAGE	13227	I12-000404	\$ 84.75
5740-64-691-42120	216505	MASTERCARD PROCESSING CENTER	8270	I12-000781	\$ 4,166.00
5740-64-693-43980	216521	NATIONAL LAUNDRY	388	I12-000705	\$ 34.48
5740-00-000-21480	216563	Theresa Munyan	12731	I12-000710	\$ 300.00
5740-64-691-43590	216579	VISIONONE INC	11426	I12-000767	\$ 735.00
5740-64-691-45515	216579	VISIONONE INC	11426	I12-000767	\$ 59.95
-----					
				Fund(5740) Total	\$5,900.80
2855-21-318-43690	216276	GREAT FALLS TRIBUNE	77	I11-007207	\$ 17.45
2855-21-311-43590	216313	MONTANA WASTE SYSTEMS INC	8467	I12-000411	\$ 53.00
2855-21-318-43415	216576	VERIZON WIRELESS	10858	I12-000840	\$ 13.01
-----					
				Fund(2855) Total	\$83.46
2398-71-727-42290	216505	MASTERCARD PROCESSING CENTER	8270	I12-000605	\$ 6.89
2398-71-727-42290	216534	PICKWICK'S OFFICE WORKS INC	367	I11-007257	\$ -27.75
-----					
				Fund(2398) Total	\$-20.86
2850-21-313-43630	216350	QWEST INTERPRISE AMERICA INC	11531	I11-007199	\$ 17,546.88
2850-21-313-43410	216538	QWEST	81	I12-000848	\$ 632.02
-----					
				Fund(2850) Total	\$18,178.90
2520-31-531-42290	216188	ACE HARDWARE	4876	I12-000085	\$ 8.99
2520-31-531-42290	216206	BIG R STORES (CSWW INC)	40	I12-000235	\$ 49.98
2520-31-531-42290	216206	BIG R STORES (CSWW INC)	40	I12-000439	\$ 62.89
2520-31-531-42290	216207	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I12-000444	\$ 68.35
2520-31-531-42120	216223	CARTEGRAPH SYSTEMS	7415	I12-000315	\$ 2,250.00
2520-31-536-42120	216223	CARTEGRAPH SYSTEMS	7415	I12-000315	\$ 2,850.00
2520-31-536-42435	216234	COLUMBIA PAINT & COATINGS	50	I11-007113	\$ 95.25

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
2520-31-531-42290	216272	GREAT FALLS ICE COMPANY	1486	I12-000259	\$ 26.30
2520-31-531-42390	216275	GREAT FALLS SAND & GRAVEL INC	99	I11-007091	\$ 2,581.98
2520-31-531-49310	216275	GREAT FALLS SAND & GRAVEL INC	99	I12-000500	\$ 146,127.58
2520-31-531-49310	216277	GREGOIRE CONSTRUCTION	4917	I11-007165	\$ 465.02
2520-31-536-42290	216286	INDUSTRIAL TOWEL & COVER SUPPLY CO	104	I11-007198	\$ 11.77
2520-31-531-42290	216304	MASCO JANITORIAL SUPPLY	198	I12-000441	\$ 80.58
2520-31-531-43690	216306	MCCULLOUGH WRECKER SERVICE	10434	I12-000233	\$ 55.00
2520-31-531-43690	216306	MCCULLOUGH WRECKER SERVICE	10434	I12-000234	\$ 55.00
2520-31-531-49310	216319	MT DEPT OF REVENUE 1% WITHHOLDING	136	I11-007167	\$ 4.70
2520-31-531-49310	216319	MT DEPT OF REVENUE 1% WITHHOLDING	136	I12-000501	\$ 1,476.04
2520-31-536-42420	216327	NEWMAN SIGNS INC	2968	I12-000256	\$ 615.00
2520-31-531-42290	216328	NORMONT EQUIPMENT CO	15	I12-000237	\$ 168.00
2520-31-531-42290	216329	NORTHWEST PIPE FITTINGS INC	142	I12-000454	\$ 460.66
2520-31-536-43420	216330	NORTHWESTERN ENERGY	82	I12-000460	\$ 26.13
2520-31-531-42290	216342	POWER PRO EQUIPMENT CO	8197	I12-000398	\$ 10.50
2520-31-536-42290	216344	PROBUILD	25	I12-000363	\$ 12.99
2520-31-531-43410	216348	QWEST	81	I11-007060	\$ 13.51
2520-31-531-43410	216348	QWEST	81	I12-000316	\$ 56.62
2520-31-531-43690	216362	SHUMAKER TRUCKING & EXCAVATING CONT	1096	I12-000240	\$ 275.00
2520-31-531-42290	216363	SMITH EQUIPMENT CO	2317	I12-000236	\$ 150.00
2520-31-531-42290	216363	SMITH EQUIPMENT CO	2317	I12-000239	\$ 350.00
2520-31-531-49325	216376	THOMAS DEAN & HOSKINS INC	119	I11-007210	\$ 5,598.15
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I11-007090	\$ 336.84
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I11-007092	\$ 1,266.70
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I11-007094	\$ 7,910.90
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I11-007099	\$ 1,434.00
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I11-007101	\$ 10,731.10
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I11-007103	\$ 101.00
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I11-007105	\$ 75.75

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I11-007106	\$ 277.75
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I11-007109	\$ 315.63
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I12-000372	\$ 124.33
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I12-000373	\$ 257.18
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I12-000374	\$ 72.45
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I12-000410	\$ 338.10
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I12-000412	\$ 5,472.00
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I12-000414	\$ 684.00
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I12-000418	\$ 10,989.60
2520-31-531-42390	216387	UNITED MATERIALS OF GREAT FALLS INC	121	I12-000420	\$ 8,116.80
2520-31-536-43620	216404	ACE HARDWARE	4876	I12-000586	\$ 3.49
2520-31-531-43620	216404	ACE HARDWARE	4876	I12-000586	\$ 3.50
2520-31-536-43630	216424	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I12-000587	\$ 6.03
2520-31-531-43630	216424	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I12-000587	\$ 6.03
2520-31-536-42435	216447	COLUMBIA PAINT & COATINGS	50	I12-000736	\$ 54.27
2520-31-536-42435	216447	COLUMBIA PAINT & COATINGS	50	I12-000737	\$ 27.70
2520-31-536-42290	216467	FLEET SUPPLY COMPANY	64	I12-000755	\$ 11.90
2520-31-536-42290	216478	GREAT FALLS PAPER & SUPPLY CO	549	I12-000588	\$ 18.63
2520-31-531-42290	216478	GREAT FALLS PAPER & SUPPLY CO	549	I12-000588	\$ 18.64
2520-31-536-42290	216478	GREAT FALLS PAPER & SUPPLY CO	549	I11-007214	\$ 9.67
2520-31-531-42290	216478	GREAT FALLS PAPER & SUPPLY CO	549	I11-007214	\$ 9.67
2520-31-536-43590	216514	MOUNTAIN CHIME TELEPHONE INC	1065	I12-000591	\$ 14.17
2520-31-531-43590	216514	MOUNTAIN CHIME TELEPHONE INC	1065	I12-000591	\$ 14.17
2520-31-536-42290	216524	NORMONT EQUIPMENT CO	15	I12-000738	\$ 360.00
2520-31-536-42420	216525	NORTHWEST FENCE PRODUCTS	3118	I12-000739	\$ 5,075.00
2520-31-536-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 278.03
2520-31-536-42435	216549	SHERWIN WILLIAMS	29	I11-007224	\$ 9,350.00
2520-31-531-43410	216582	WCS TELECOM	11222	I12-000599	\$ 7.60
2520-31-536-43410	216582	WCS TELECOM	11222	I12-000599	\$ 10.59

-----  
Fund(2520) Total\$227,789.21

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
2220-61-611-42390	216188	ACE HARDWARE	4876	I12-000391	\$ 8.97
2220-61-611-42390	216193	AMSAN	47	I12-000392	\$ 42.79
2220-61-611-43320	216194	AUDIOGO	5795	I11-007107	\$ 112.26
2220-61-611-43320	216215	BRODART COMPANY	92	I11-007086	\$ 32.97
2220-61-611-43320	216215	BRODART COMPANY	92	I11-007095	\$ 41.17
2220-61-611-43320	216215	BRODART COMPANY	92	I11-007097	\$ 36.25
2220-61-611-43320	216215	BRODART COMPANY	92	I11-007098	\$ 17.51
2220-61-611-43320	216215	BRODART COMPANY	92	I11-007100	\$ 34.55
2220-61-611-43320	216215	BRODART COMPANY	92	I11-007102	\$ 16.34
2220-61-611-43320	216215	BRODART COMPANY	92	I12-000461	\$ 114.89
2220-61-611-43320	216215	BRODART COMPANY	92	I12-000462	\$ 98.84
2220-61-611-43630	216240	DAVIS BUSINESS MACHINES	293	I12-000384	\$ 217.00
2220-61-611-43320	216243	Diverse Media, Inc.	12978	I11-007112	\$ 34.44
2220-61-611-43320	216246	EBSCO INDUSTRIES INC	931	I11-007110	\$ 19.90
2220-61-611-43320	216264	FULL CAST AUDIO	13598	I11-007104	\$ 1,081.55
2220-61-611-43320	216264	FULL CAST AUDIO	13598	I11-007204	\$ 316.95
2220-61-611-43210	216297	KELLY'S SIGNS	3426	I12-000380	\$ 100.00
2220-61-611-42390	216304	MASCO JANITORIAL SUPPLY	198	I11-007192	\$ 101.50
2220-61-611-43620	216317	MT DEPT OF LABOR & INDUSTRY	11110	I12-000388	\$ 100.00
2220-61-611-43620	216317	MT DEPT OF LABOR & INDUSTRY	11110	I12-000389	\$ 100.00
2220-61-611-43620	216317	MT DEPT OF LABOR & INDUSTRY	11110	I12-000390	\$ 100.00
2220-61-611-42190	216334	PARTY AMERICA #806	9134	I11-007185	\$ 22.52
2220-61-611-45320	216341	PITNEY BOWES INC	280	I12-000385	\$ 447.00
2220-61-611-42190	216346	PROPERTY & SUPPLY BUREAU ST OF MT	621	I12-000386	\$ 102.53
2220-61-611-42120	216346	PROPERTY & SUPPLY BUREAU ST OF MT	621	I12-000387	\$ 465.57
2220-61-611-42190	216346	PROPERTY & SUPPLY BUREAU ST OF MT	621	I12-000387	\$ 21.62
2220-61-611-43412	216364	SOFTWORX INC	5124	I12-000393	\$ 188.00
2220-61-611-43320	216408	AMAZON.COM	10702	I11-007226	\$ 23.10
2220-61-611-43320	216408	AMAZON.COM	10702	I11-007228	\$ 50.99
2220-61-611-43320	216408	AMAZON.COM	10702	I11-007229	\$ 9.88

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
2220-61-611-43320	216408	AMAZON.COM	10702	I11-007231	\$ -10.34
2220-61-611-43320	216430	BRODART COMPANY	92	I12-000660	\$ 26.61
2220-61-611-43320	216430	BRODART COMPANY	92	I12-000661	\$ 97.81
2220-61-611-43320	216430	BRODART COMPANY	92	I12-000662	\$ 277.10
2220-61-611-43320	216430	BRODART COMPANY	92	I12-000663	\$ 30.59
2220-61-611-43320	216430	BRODART COMPANY	92	I12-000821	\$ 152.09
2220-61-611-43320	216440	CENTER POINT PUBLISHING	8335	I12-000658	\$ 43.49
2220-61-611-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 42.22
2220-61-611-43320	216537	PROQUEST LLC	1416	I12-000659	\$ 103.00
2220-61-611-43320	216583	WESTERN FARMER STOCKMAN	12978	I12-000655	\$ 39.95
					-----
					Fund(2220) Total\$4,861.61
6070-31-521-42190	216188	ACE HARDWARE	4876	I12-000067	\$ 84.98
6070-31-521-32353	216222	CARPS DRAIN CLEANING INC	1332	I12-000452	\$ 100.00
6070-31-521-43930	216301	LANDAUER INC	9520	I11-007056	\$ 818.16
6070-31-521-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000341	\$ 64.92
6070-31-521-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000343	\$ 78.00
6070-31-521-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000369	\$ 20.98
6070-31-521-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000370	\$ 21.64
6070-31-521-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000377	\$ 24.99
6070-31-521-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000498	\$ 6.35
6070-31-521-43790	216373	TAYLOR JOHN	10620	I12-000376	\$ 10.50
6070-31-521-42190	216393	WARDEN PAPER CO	1922	I12-000445	\$ 55.56
6070-31-521-42190	216404	ACE HARDWARE	4876	I12-000586	\$ 6.99
6070-31-521-43630	216424	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I12-000587	\$ 12.07
6070-16-513-49410	216426	BISON MOTOR CO INC	42	I11-007250	\$ 10,255.32
6070-16-513-49410	216426	BISON MOTOR CO INC	42	I11-007251	\$ 10,255.32
6070-31-521-43790	216456	DUNLOP DAVID	5103	I12-000761	\$ 10.50
6070-31-521-42390	216478	GREAT FALLS PAPER & SUPPLY CO	549	I12-000588	\$ 37.27
6070-31-521-42390	216478	GREAT FALLS PAPER & SUPPLY CO	549	I11-007214	\$ 19.34
6070-31-521-42190	216489	JOHNSON MADISON LUMBER INC	9	I12-000775	\$ 14.95

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
6070-31-521-43790	216494	KEITH CALVIN	11179	I12-000759	\$ 10.50
6070-31-521-43630	216521	NATIONAL LAUNDRY	388	I12-000618	\$ 5.63
6070-31-521-43630	216521	NATIONAL LAUNDRY	388	I12-000657	\$ 21.12
6070-31-521-43790	216562	TAYLOR JOHN	10620	I12-000760	\$ 9.00
6070-31-521-43790	216562	TAYLOR JOHN	10620	I12-000776	\$ 10.50
6070-31-521-43410	216582	WCS TELECOM	11222	I12-000599	\$ 17.37
				-----	
				Fund(6070) Total	\$21,971.96
2221-61-613-43320	216198	BAKER & TAYLOR INC	4335	I12-000464	\$ 109.47
2221-61-613-43320	216200	BARNES & NOBLE BOOKSELLERS INC	5643	I11-007111	\$ 53.36
2221-61-613-43320	216200	BARNES & NOBLE BOOKSELLERS INC	5643	I11-007111	\$ 43.97
2221-61-613-43320	216215	BRODART COMPANY	92	I11-007086	\$ 33.61
2221-61-613-43320	216215	BRODART COMPANY	92	I11-007095	\$ 73.34
2221-61-613-43320	216215	BRODART COMPANY	92	I11-007096	\$ 19.09
2221-61-613-43320	216215	BRODART COMPANY	92	I11-007097	\$ 67.80
2221-61-613-43320	216215	BRODART COMPANY	92	I11-007098	\$ 45.63
2221-61-613-43320	216215	BRODART COMPANY	92	I11-007098	\$ 66.63
2221-61-613-43320	216215	BRODART COMPANY	92	I11-007100	\$ 79.90
2221-61-613-43320	216215	BRODART COMPANY	92	I11-007100	\$ 24.62
2221-61-613-43320	216215	BRODART COMPANY	92	I11-007102	\$ 39.76
2221-61-613-43320	216215	BRODART COMPANY	92	I12-000461	\$ 110.60
2221-61-613-43945	216231	Christell Benson	12978	I12-000381	\$ 100.00
2221-61-613-43945	216298	Kim McKee	12978	I12-000382	\$ 200.00
2221-61-613-43320	216336	PENWORTHY COMPANY (THE)	10375	I12-000466	\$ 183.52
2221-61-613-43320	216408	AMAZON.COM	10702	I11-007226	\$ 381.45
2221-61-613-43320	216408	AMAZON.COM	10702	I11-007227	\$ 33.04
2221-61-613-43320	216408	AMAZON.COM	10702	I11-007228	\$ 17.95
2221-61-613-43320	216408	AMAZON.COM	10702	I11-007230	\$ -59.66
2221-61-613-43320	216416	BAKER & TAYLOR INC	4335	I12-000826	\$ 26.80
2221-61-613-43320	216417	BARNES & NOBLE BOOKSELLERS INC	5643	I12-000656	\$ 23.19
2221-61-613-43320	216417	BARNES & NOBLE BOOKSELLERS INC	5643	I12-000656	\$ 51.96



# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
2221-61-613-43320	216417	BARNES & NOBLE BOOKSELLERS INC	5643	I12-000656	\$ 54.36
2221-61-613-43320	216430	BRODART COMPANY	92	I12-000660	\$ 47.00
2221-61-613-43320	216430	BRODART COMPANY	92	I12-000661	\$ 112.54
2221-61-613-43320	216430	BRODART COMPANY	92	I12-000662	\$ 101.34
2221-61-613-43320	216430	BRODART COMPANY	92	I12-000663	\$ 51.65
2221-61-613-43320	216430	BRODART COMPANY	92	I12-000664	\$ 12.59
2221-61-613-43320	216448	CONGRESSIONAL QUARTERLY PRESS(SAGE)	3872	I12-000824	\$ 175.74
					-----
2394-71-728-43210	216225	CASCADE COUNTY PRINT SHOP	8479	I11-007089	\$ 16.00
					Fund(2221) Total\$2,281.25
2394-71-728-43390	216305	MASTERCARD PROCESSING CENTER	8270	I12-000329	\$ 190.00
2394-71-728-42290	216347	PUBLIC DRUG CO INC	26	I12-000072	\$ 9.59
2394-71-728-43590	216370	STEWART TITLE COMPANY GF DIVISION	263	I12-000073	\$ 110.00
2394-71-728-43210	216436	CASCADE COUNTY PRINT SHOP	8479	I12-000608	\$ 90.00
2394-71-728-42290	216505	MASTERCARD PROCESSING CENTER	8270	I12-000605	\$ 299.68
2394-71-728-43390	216505	MASTERCARD PROCESSING CENTER	8270	I12-000905	\$ 295.00
2394-71-728-42290	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000606	\$ 41.34
2394-71-728-43210	216581	WARDEN PAPER CO	1922	I12-000609	\$ 33.62
					-----
5410-31-585-43210	216191	ALLEGRA PRINT & IMAGING OF GREAT FA	173	I12-000402	\$ 138.39
					Fund(2394) Total\$1,085.23
5410-31-584-43210	216191	ALLEGRA PRINT & IMAGING OF GREAT FA	173	I12-000402	\$ 138.39
5410-31-585-42290	216206	BIG R STORES (CSWW INC)	40	I12-000262	\$ 19.99
5410-31-584-42190	216207	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I12-000444	\$ 27.20
5410-31-584-42190	216207	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I12-000444	\$ 27.20
5410-31-585-43560	216235	COMMUNITY HEALTH CARE CENTER	7277	I11-007179	\$ 66.00
5410-31-588-42190	216261	FLEET SUPPLY COMPANY	64	I11-007203	\$ 61.08
5410-31-584-43445	216313	MONTANA WASTE SYSTEMS INC	8467	I11-007213	\$ 26,059.74
5410-31-585-43445	216313	MONTANA WASTE SYSTEMS INC	8467	I11-007213	\$ 72,396.42
5410-31-588-43445	216313	MONTANA WASTE SYSTEMS INC	8467	I11-007213	\$ 10,535.39
5410-31-585-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000465	\$ 4.92

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5410-31-584-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000465	\$ 4.91
5410-31-584-43410	216348	QWEST	81	I11-007060	\$ 6.07
5410-31-585-43410	216348	QWEST	81	I11-007060	\$ 6.07
5410-31-588-43410	216348	QWEST	81	I11-007060	\$ 1.35
5410-31-588-43410	216348	QWEST	81	I12-000458	\$ 43.12
5410-31-584-43620	216404	ACE HARDWARE	4876	I12-000586	\$ 3.50
5410-31-585-43620	216404	ACE HARDWARE	4876	I12-000586	\$ 3.49
5410-31-584-43630	216424	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I12-000587	\$ 6.03
5410-31-585-43630	216424	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I12-000587	\$ 6.03
5410-31-584-42290	216478	GREAT FALLS PAPER & SUPPLY CO	549	I12-000588	\$ 18.63
5410-31-585-42290	216478	GREAT FALLS PAPER & SUPPLY CO	549	I12-000588	\$ 18.64
5410-31-584-42290	216478	GREAT FALLS PAPER & SUPPLY CO	549	I11-007214	\$ 9.67
5410-31-585-42290	216478	GREAT FALLS PAPER & SUPPLY CO	549	I11-007214	\$ 9.67
5410-31-584-43590	216514	MOUNTAIN CHIME TELEPHONE INC	1065	I12-000591	\$ 14.17
5410-31-585-43590	216514	MOUNTAIN CHIME TELEPHONE INC	1065	I12-000591	\$ 14.16
5410-31-588-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 14.46
5410-31-584-43410	216582	WCS TELECOM	11222	I12-000599	\$ 3.02
5410-31-585-43410	216582	WCS TELECOM	11222	I12-000599	\$ 3.01
5410-31-588-43410	216582	WCS TELECOM	11222	I12-000599	\$ 0.66
-----					
6075-31-511-42140	216189	ACE INDUSTRIAL SUPPLY	11366	Fund(5410) Total I11-007061	\$109,661.38 \$ 301.85
6075-31-511-43630	216223	CARTEGRAPH SYSTEMS	7415	I12-000315	\$ 1,050.00
6075-31-511-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I11-007063	\$ 19.53
6075-31-511-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000216	\$ 15.36
6075-31-511-43410	216348	QWEST	81	I11-007060	\$ 128.11
6075-31-511-43410	216348	QWEST	81	I11-007062	\$ 43.16
6075-31-511-43350	216413	APWA - AMERICAN PUBLIC WORKS ASSOC	5092	I12-000779	\$ 20.00
6075-31-511-43410	216582	WCS TELECOM	11222	I12-000599	\$ 29.80
-----					
2890-24-411-43890	216372	SUTPHIN DWANE	1828	Fund(6075) Total I11-007183	\$1,607.81 \$ 91.80

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
2890-24-411-43890	216392	WALTER, COLTON	13604	I11-007182	\$ 91.80
2890-24-411-42260	216497	LAB SAFETY SUPPLY	639	I11-007235	\$ 357.00
					-----
5720-21-313-43590	216316	MT DEPT OF ADMINISTRATION INFO	6100	I11-007193	Fund(2890) Total\$540.60 \$ 177.00
5720-21-313-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000396	\$ 23.54
5720-21-313-43417	216348	QWEST	81	I12-000422	\$ 292.47
5720-21-313-43417	216348	QWEST	81	I12-000424	\$ 91.30
5720-21-313-43417	216348	QWEST	81	I12-000425	\$ 94.95
5720-21-313-43417	216348	QWEST	81	I12-000427	\$ 45.66
5720-21-313-43417	216348	QWEST	81	I12-000429	\$ 119.32
5720-21-313-43417	216348	QWEST	81	I12-000430	\$ 45.66
5720-21-313-43417	216348	QWEST	81	I12-000431	\$ 119.32
5720-21-313-43417	216348	QWEST	81	I12-000432	\$ 119.32
5720-21-313-43417	216348	QWEST	81	I12-000433	\$ 119.32
5720-21-313-43417	216348	QWEST	81	I12-000435	\$ 45.66
5720-21-313-43640	216348	QWEST	81	I12-000435	\$ 95.00
5720-21-313-43417	216348	QWEST	81	I12-000436	\$ 28.50
5720-21-313-43417	216348	QWEST	81	I12-000438	\$ 155.65
5720-21-313-43630	216488	JOHNSON CONTROLS INC	141	I12-000581	\$ 1,556.60
5720-21-313-43417	216538	QWEST	81	I12-000844	\$ 5,704.28
					-----
5725-71-725-42290	216315	MOUNTAIN VIEW CO-OP	972	I11-007137	Fund(5720) Total\$8,833.55 \$ 84.25
5725-71-725-43590	216320	MT MOTOR VEHICLE DIVISION	12397	I12-000319	\$ 36.40
5725-71-725-42290	216328	NORMONT EQUIPMENT CO	15	I12-000310	\$ 36.00
5725-71-725-42290	216344	PROBUILD	25	I11-007138	\$ 17.97
5725-71-725-42290	216344	PROBUILD	25	I12-000309	\$ 8.52
5725-71-725-43410	216348	QWEST	81	I12-000312	\$ 179.93
5725-71-725-42290	216396	WESTERN SIGN	2645	I12-000313	\$ 55.00
5725-71-725-42290	216409	AMSAN	47	I12-000902	\$ 46.00
5725-71-725-43590	216412	APCOA/STANDARD PARKING	374	I12-000595	\$ 25,339.82

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5725-71-725-43690	216438	CASCADE ELECTRIC CO INC	46	I11-007218	\$ 591.00
5725-71-725-43210	216485	INNOVATIVE POSTAL SERVICE INC	7796	I12-000904	\$ 226.80
5725-71-725-42190	216505	MASTERCARD PROCESSING CENTER	8270	I12-000605	\$ 71.29
5725-71-725-43590	216510	MONTANA INTERACTIVE LLC	12485	I11-007139	\$ 33.75
5725-71-725-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 90.10
5725-71-725-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I11-007257	\$ -27.74
5725-71-725-42290	216535	POWER PRO EQUIPMENT CO	8197	I12-000903	\$ 5.00
5725-71-725-42290	216536	PROBUILD	25	I12-000610	\$ 33.34
5725-71-725-43410	216538	QWEST	81	I12-000919	\$ 115.58
				-----	
2940-71-742-43590	216221	CARPET GARAGE	8053	Fund(5725) Total I12-000399	\$26,943.01 \$ 372.96
2940-71-742-47330	216259	FAMILY CONNECTIONS	11103	I11-007156	\$ 900.00
2940-71-742-49310	216277	GREGOIRE CONSTRUCTION	4917	I11-007165	\$ 1,984.89
2940-71-742-43590	216289	JASON NICHOLS SPRINKLER	13602	I12-000375	\$ 2,500.00
2940-71-742-43590	216293	JTR CONSTRUCTION	13592	I12-000364	\$ 4,000.00
2940-71-742-43590	216293	JTR CONSTRUCTION	13592	I12-000426	\$ 1,750.00
2940-71-742-43590	216300	L'HEUREUX PAGE WERNER PC	2986	I12-000437	\$ 7,485.20
2940-71-742-49310	216319	MT DEPT OF REVENUE 1% WITHHOLDING	136	I11-007167	\$ 20.05
2940-71-742-47330	216333	PARIS GIBSON SQUARE INC	4590	I11-007055	\$ 589.10
2940-71-742-47330	216333	PARIS GIBSON SQUARE INC	4590	I11-007055	\$ 7.72
2940-71-742-43590	216345	PROBUILD BLOCK GRANT	310	I11-006928	\$ 210.25
2940-71-742-47330	216399	YOUNG PARENTS EDUCATION CENTER INC	2123	I11-006920	\$ 404.60
2940-71-742-43590	216400	ALR CONTRACTING LLC	13608	I12-000611	\$ 8,500.00
2940-71-742-43590	216407	ALR CONTRACTING LLC	13608	I12-000684	\$ 15,000.00
2940-71-742-47330	216428	BOYS AND GIRLS CLUBS OF CASCADE CO	11963	I11-007225	\$ 4,392.00
2940-71-742-43590	216496	L'HEUREUX PAGE WERNER PC	2986	I12-000685	\$ 6,360.00
2940-71-742-43590	216548	SELSTAD'S SOD FARM	9248	I12-000686	\$ 1,217.00
				-----	
2413-10-051-45120	216476	GREAT FALLS BUSINESS	502	Fund(2940) Total I12-000651	\$55,693.77 \$ 175.78
				-----	

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
2416-31-536-43690	216223	CARTEGRAPH SYSTEMS	7415	I12-000315	\$ 144.00
Fund(2413) Total					\$175.78
-----					
5730-64-662-43590	216216	BUG DOCTOR	10435	I11-007085	\$ 30.00
Fund(2416) Total					\$144.00
5730-64-662-43410	216348	QWEST	81	I12-000253	\$ 129.16
5730-64-662-43590	216378	TIMESCALE ADVENTURES	13601	I12-000159	\$ 1,825.00
5730-64-662-43415	216391	VERIZON WIRELESS	10858	I11-007084	\$ 45.16
5730-64-662-43590	216405	ALARM SERVICE INC	177	I11-007239	\$ 50.00
5730-64-662-43590	216406	ALLAN, JESSE LEE	13612	I12-000735	\$ 600.00
5730-64-662-43590	216432	BULL RUN GUEST RANCH	13280	I12-000770	\$ 1,400.00
5730-64-662-43590	216471	GETTEN CHAD A	12364	I12-000692	\$ 540.00
5730-64-662-43590	216475	GRAHAM JEFFREY	12544	I12-000693	\$ 540.00
5730-64-662-43590	216484	IDENTITY SCREENPRINTING & EMB	9468	I12-000698	\$ 387.50
5730-64-662-43590	216484	IDENTITY SCREENPRINTING & EMB	9468	I12-000699	\$ 350.25
5730-64-662-43590	216484	IDENTITY SCREENPRINTING & EMB	9468	I11-007243	\$ 96.00
5730-64-662-43590	216484	IDENTITY SCREENPRINTING & EMB	9468	I12-000784	\$ 74.25
5730-64-662-43590	216484	IDENTITY SCREENPRINTING & EMB	9468	I12-000787	\$ 108.00
5730-64-662-42290	216489	JOHNSON MADISON LUMBER INC	9	I12-000679	\$ 36.01
5730-64-662-42290	216491	K-MART	10	I12-000680	\$ 30.00
5730-64-662-42230	216504	MASCO JANITORIAL SUPPLY	198	I12-000788	\$ 81.68
5730-64-661-43590	216505	MASTERCARD PROCESSING CENTER	8270	I12-000783	\$ 5.82
5730-64-662-42230	216521	NATIONAL LAUNDRY	388	I11-007242	\$ 22.40
5730-64-662-42230	216521	NATIONAL LAUNDRY	388	I12-000696	\$ 129.58
5730-64-661-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 2.08
5730-64-662-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000697	\$ 9.37
5730-64-662-42230	216546	SAMS CLUB	4909	I12-000677	\$ 59.92
5730-64-662-42290	216546	SAMS CLUB	4909	I12-000677	\$ 178.40
5730-64-662-42290	216546	SAMS CLUB	4909	I12-000681	\$ 72.52
5730-64-662-42230	216546	SAMS CLUB	4909	I12-000789	\$ 88.64
5730-64-662-42290	216546	SAMS CLUB	4909	I12-000789	\$ 26.26

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5730-64-662-42120	216559	SULLIVANS COMPUTERS & ELECTRONICS	39	I11-007234	\$ 12.00
5730-64-662-42290	216572	UNIVERSAL ATHLETIC SERVICES INC	70	I12-000694	\$ 92.72
					-----
					Fund(5730) Total\$7,022.72
6055-14-181-42110	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000248	\$ 37.99
6055-14-181-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000248	\$ 13.00
6055-14-181-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000607	\$ 34.93
6055-14-181-42110	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000607	\$ 5.79
					-----
					Fund(6055) Total\$91.71
2412-31-536-43690	216253	ENTERPRISE ELECTRIC INC	2370	I11-007087	\$ 171.18
2412-10-051-45120	216476	GREAT FALLS BUSINESS	502	I12-000651	\$ 479.40
					-----
					Fund(2412) Total\$650.58
7910-00-000-20902	0	1ST INTERSTATE BANK	5320	I12-000538	\$ 93,714.21
7910-00-000-20905	0	1ST INTERSTATE BANK	5320	I12-000539	\$ 96,358.43
7910-00-000-20943	0	BENEVOLENT FUND	4301	I12-000536	\$ 930.00
7910-00-000-20947	0	CITY OF GREAT FALLS HEALTH	5319	I12-000537	\$ 197,646.50
7910-00-000-10100	0	CITY OF GREAT FALLS HEALTH	5319	I12-000537	\$ -197,646.50
7910-00-000-20908	0	FIREFIGHTER RETIREMENT SYS	4271	I12-000531	\$ 44,469.78
7910-00-000-20944	0	ICMA RETIREMENT TRUST-457	4245	I12-000515	\$ 11,793.23
7910-00-000-20945	0	NATIONWIDE RETIREMENT SOLUTIONS	13276	I12-000546	\$ 3,485.94
7910-00-000-20907	0	PUBLIC EMPLOYEE RETIREMENT SYS	4273	I12-000533	\$ 98,078.37
7910-00-000-20906	0	STATEWIDE POLICE RESERVE FUND	4272	I12-000532	\$ 53,278.00
7910-00-000-20953	216174	AFLAC	6735	I12-000540	\$ 5,034.13
7910-00-000-20955	216174	AFLAC	6735	I12-000541	\$ 5,864.61
7910-00-000-20958	216174	AFLAC	6735	I12-000542	\$ 426.58
7910-00-000-20959	216174	AFLAC	6735	I12-000543	\$ 1,177.67
7910-00-000-20941	216176	IAFF LOCAL #8 INT'L ASSOC FIRE FIG	4299	I12-000534	\$ 2,100.00
7910-00-000-20938	216177	INT'L BROTHERHOOD TEAMSTERS LOCAL 2	4259	I12-000526	\$ 1,467.00
7910-00-000-20933	216178	LIUNA LOCAL 1686	4242	I12-000513	\$ 4,729.00
7910-00-000-20939	216179	MONTANA PUBLIC EMPLOYEES ASSOC	4261	I12-000527	\$ 1,562.50

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
7910-00-000-20908	216180	MONTANA STATE FIREMAN'S ASSOC	4252	I12-000025	\$ 1,484.45
7910-00-000-20908	216180	MONTANA STATE FIREMAN'S ASSOC	4252	I12-000521	\$ 1,520.15
7910-00-000-20904	216181	MT STATE TREASURER PAYROLL	4244	I12-000514	\$ 41,194.00
7910-00-000-20936	216182	OPERATING ENGINEERS LOCAL 400	4250	I12-000023	\$ 1,271.13
7910-00-000-20936	216182	OPERATING ENGINEERS LOCAL 400	4250	I12-000519	\$ 1,271.52
7910-00-000-20940	216183	PACIFIC NORTHWEST REGIONAL	4263	I12-000528	\$ 47.50
7910-00-000-20942	216184	POLICE SAVINGS & LOAN	4300	I12-000535	\$ 11,372.00
7910-00-000-20907	216185	PUBLIC EMPLOYEE RETIREMENT SYS	4273	I12-000548	\$ 2,188.69
7910-00-000-20922	216186	UNITED FUND	4264	I12-000529	\$ 464.44
7910-00-000-20961	216449	CONTINENTAL AMERICAN INS CO	13590	I12-000547	\$ 1,190.20
-----					
				Fund(7910) Total	\$486,473.53
2411-10-051-45120	216476	GREAT FALLS BUSINESS	502	I12-000651	\$ 143.82
-----					
				Fund(2411) Total	\$143.82
6052-00-000-10100	0	CITY OF GREAT FALLS HEALTH	5319	I12-000537	\$ 197,646.50
6052-15-267-34198	0	CITY OF GREAT FALLS HEALTH	5319	I12-000537	\$ -197,646.50
6052-15-267-45130	216250	ENCOURAGEMENT COUNSELING	13388	I12-000484	\$ 80.00
6052-15-267-45130	216251	ENCOURAGEMENT COUNSELING	13388	I12-000489	\$ 80.00
6052-15-267-45130	216502	LORI PIKE	13388	I11-007209	\$ 60.00
6052-15-267-45130	216542	REYNOLDS ALEECE	13519	I12-000499	\$ 95.32
-----					
				Fund(6052) Total	\$315.32
6050-15-266-42260	216209	BIGHORN OUTDOOR SPECIALISTS	1344	I12-000476	\$ 2,330.45
6050-15-266-45110	216278	HAAS & WILKERSON HOLDINGS INC	2909	I12-000395	\$ 1,741.00
6050-15-266-45120	216310	MONTANA MUNICIPAL INTERLOCAL AUTHOR	316	I12-000255	\$ 230,475.00
6050-15-266-45140	216310	MONTANA MUNICIPAL INTERLOCAL AUTHOR	316	I12-000255	\$ 4,088.00
6050-15-266-43350	216343	PRIMA -PUBLIC RISK MANAGEMENT ASSOC	2378	I12-000296	\$ 385.00
6050-15-266-45145	216431	BUILDING CODES BUREAU/ELEVATOR SAFE	12129	I12-000827	\$ 124.00
6050-15-266-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000654	\$ 20.56
-----					
				Fund(6050) Total	\$239,164.01

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
2510-64-634-42390	216188	ACE HARDWARE	4876	I12-000105	\$ 13.65
2510-64-634-42210	216188	ACE HARDWARE	4876	I12-000224	\$ 46.92
2510-64-635-43590	216308	MIDWAY RENTAL AND POWER EQUIPMENT I	13370	I11-007093	\$ 2,400.00
2510-64-634-43445	216313	MONTANA WASTE SYSTEMS INC	8467	I11-007213	\$ 75.84
2510-64-628-42210	216339	Phyllis Viccione	12984	I12-000254	\$ 199.96
2510-64-635-42390	216342	POWER PRO EQUIPMENT CO	8197	I12-000307	\$ 35.27
2510-64-634-42390	216342	POWER PRO EQUIPMENT CO	8197	I12-000307	\$ 35.28
2510-64-634-42390	216342	POWER PRO EQUIPMENT CO	8197	I12-000308	\$ 32.72
2510-64-635-42390	216342	POWER PRO EQUIPMENT CO	8197	I12-000308	\$ 32.73
2510-64-635-42290	216352	RESPOND SYSTEMS	7214	I12-000241	\$ 48.20
2510-64-634-42290	216352	RESPOND SYSTEMS	7214	I12-000241	\$ 48.21
2510-64-634-43415	216391	VERIZON WIRELESS	10858	I11-007084	\$ 22.57
2510-64-635-43415	216391	VERIZON WIRELESS	10858	I11-007084	\$ 25.71
2510-64-634-42210	216404	ACE HARDWARE	4876	I12-000806	\$ 11.99
2510-64-634-42310	216467	FLEET SUPPLY COMPANY	64	I12-000688	\$ 53.70
2510-64-635-42220	216500	LAWSON PRODUCTS INC	6589	I12-000695	\$ 59.97
2510-64-634-42220	216500	LAWSON PRODUCTS INC	6589	I12-000695	\$ 59.97
2510-64-628-42210	216506	MAY CHASE	12984	I12-000691	\$ 46.97
2510-64-634-43590	216523	NITRO-GREEN PRO LAWN& TREE CARE INC	12296	I12-000689	\$ 7,797.00
2510-64-634-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 7.23
					-----
					Fund(2510) Total\$11,053.89
5315-31-575-49310	216232	CITY OF GREAT FALLS FISCAL	2616	I12-000475	\$ 304.20
5315-31-575-42360	216329	NORTHWEST PIPE FITTINGS INC	142	I11-007069	\$ 293.17
5315-31-575-42360	216363	SMITH EQUIPMENT CO	2317	I12-000219	\$ 149.00
5315-31-575-49310	216395	WESTERN MUNICIPAL CONSTRUCTION INC	13552	I12-000477	\$ 177,877.99
5315-31-575-42360	216464	FAGENSTROM CO (THE)	731	I12-000674	\$ 5,000.00
5315-31-575-43930	216473	GODWIN PUMPS OF AMERICA INC	12258	I12-000592	\$ 20,997.00
5315-31-575-43930	216473	GODWIN PUMPS OF AMERICA INC	12258	I11-007215	\$ 14,936.00



# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5315-31-575-49320	216513	MORRISON-MAIERLE INC	511	I12-000593	\$ 5,999.16
5315-31-575-49310	216517	MT DEPT OF REVENUE 1% WITHHOLDING	136	I12-000478	\$ 1,796.75
					-----
6030-15-214-42120	216241	DELL MARKETING LP	12222	I12-000276	\$ 1,003.50
					Fund(5315) Total\$227,353.27
6030-15-214-42120	216241	DELL MARKETING LP	12222	I11-007146	\$ 41.99
6030-15-213-42190	216249	ELECTRONIC DATA SOLUTIONS	8535	I12-000275	\$ 310.00
6030-15-214-42120	216281	HEWLETT-PACKARD COMPANY	5771	I11-007144	\$ 1,458.00
6030-15-212-43630	216284	IBM CORPORATION	3695	I12-000279	\$ 506.43
6030-15-214-42120	216305	MASTERCARD PROCESSING CENTER	8270	I12-000284	\$ 399.96
6030-15-212-43630	216326	NEW WORLD SYSTEMS CORPORATION	7183	I12-000277	\$ 210,000.00
6030-15-212-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000281	\$ 236.74
6030-15-212-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000282	\$ 379.90
6030-15-212-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000283	\$ 44.42
6030-15-212-43412	216348	QWEST	81	I12-000288	\$ 1,154.25
6030-15-212-43412	216348	QWEST	81	I12-000290	\$ 1,589.16
6030-15-212-43412	216349	QWEST COMMUNICATIONS COMPANY LLC	9903	I11-007147	\$ 8,098.39
6030-15-213-42190	216435	CARTRIDGE WORLD-GREAT FALLS	12502	I12-000769	\$ 241.96
6030-15-214-42120	216439	CDW GOVERNMENT INC	8296	I12-000773	\$ 609.00
6030-15-212-43630	216452	DAVIS BUSINESS MACHINES	293	I12-000772	\$ 504.00
6030-15-214-42120	216454	DELL MARKETING LP	12222	I12-000771	\$ 11,037.60
6030-15-213-43350	216463	ESRI	7592	I12-000777	\$ 4,450.00
6030-15-212-43630	216463	ESRI	7592	I12-000777	\$ 3,000.00
6030-15-214-42120	216505	MASTERCARD PROCESSING CENTER	8270	I12-000774	\$ 86.43
					-----
1000-21-341-42290	216188	ACE HARDWARE	4876	I11-006889	\$ -383.46
					Fund(6030) Total\$245,151.73
1000-21-341-42290	216188	ACE HARDWARE	4876	I11-006893	\$ 12.99
1000-21-391-43590	216190	ADVANCED MULTIMEDIA SOLUTIONS INC	13247	I12-000397	\$ 49.95
1000-21-341-42290	216191	ALLEGRA PRINT & IMAGING OF GREAT FA	173	I11-007184	\$ 2,026.64
1000-21-314-43620	216192	AMERICAN DREAM BUILDERS	13605	I11-007186	\$ 990.00

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-21-312-43560	216204	BENEFIS HEALTH SYSTEM (TESTING)	6751	I12-000401	\$ 300.00
1000-21-391-43590	216213	BRESNAN COMMUNICATIONS LLC (SALES)	12873	I12-000400	\$ 1,450.00
1000-00-000-21461	216214	Brian McGraw	12646	I12-000252	\$ 50.00
1000-64-633-43590	216216	BUG DOCTOR	10435	I11-007085	\$ 36.00
1000-64-621-43590	216216	BUG DOCTOR	10435	I11-007085	\$ 42.00
1000-21-341-43590	216219	CAREER QUEST	13466	I12-000416	\$ 656.00
1000-21-341-43590	216219	CAREER QUEST	13466	I12-000417	\$ 516.60
1000-21-341-43590	216219	CAREER QUEST	13466	I12-000417	\$ 656.00
1000-21-341-43590	216219	CAREER QUEST	13466	I12-000417	\$ 475.60
1000-00-000-21422	216224	Cary Santy	12707	I12-000383	\$ 200.00
1000-64-633-43210	216225	CASCADE COUNTY PRINT SHOP	8479	I11-007089	\$ 8.00
1000-21-314-42290	216230	CHIEF SUPPLY INC	8140	I11-007191	\$ 279.14
1000-21-315-42220	216233	CODE 4 PUBLIC SAFETY EDUCATION ASSO	12450	I11-007194	\$ 105.00
1000-21-314-43630	216247	ECOLAB PEST ELIMINATION	4334	I12-000415	\$ 96.00
1000-00-000-21461	216255	Eric St. John	12646	I12-000251	\$ 65.00
1000-24-412-42120	216256	ESRI	7592	I12-000278	\$ 1,425.00
1000-14-171-43790	216257	EXTENDED STAY AMERICA	10259	I12-000331	\$ 365.43
1000-21-341-49220	216262	FLOORING AMERICA	10685	I11-007187	\$ 8,294.00
1000-64-621-45320	216266	GE CAPITAL	11431	I11-007200	\$ 662.36
1000-64-621-45410	216266	GE CAPITAL	11431	I11-007201	\$ 64.72
1000-64-622-42520	216271	GREAT FALLS HISTORIC TROLLEY	10469	I12-000258	\$ 3,900.00
1000-21-312-43590	216273	GREAT FALLS INTERPRETING SERV	13589	I12-000408	\$ 50.00
1000-21-311-42290	216304	MASCO JANITORIAL SUPPLY	198	I12-000407	\$ 38.99
1000-21-314-42230	216304	MASCO JANITORIAL SUPPLY	198	I12-000407	\$ 54.15
1000-21-314-42230	216305	MASTERCARD PROCESSING CENTER	8270	I12-000119	\$ 10.47
1000-21-324-43790	216305	MASTERCARD PROCESSING CENTER	8270	I12-000119	\$ 450.00
1000-21-325-43790	216305	MASTERCARD PROCESSING CENTER	8270	I12-000119	\$ 36.16
1000-21-325-43790	216305	MASTERCARD PROCESSING CENTER	8270	I12-000119	\$ 25.85
1000-14-111-43790	216305	MASTERCARD PROCESSING CENTER	8270	I12-000232	\$ 950.60

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-14-111-43790	216305	MASTERCARD PROCESSING CENTER	8270	I12-000243	\$ 1,778.00
1000-21-341-42290	216305	MASTERCARD PROCESSING CENTER	8270	I11-007188	\$ 227.36
1000-64-633-43445	216313	MONTANA WASTE SYSTEMS INC	8467	I11-007213	\$ 686.69
1000-21-314-42390	216329	NORTHWEST PIPE FITTINGS INC	142	I12-000394	\$ 7.40
1000-64-633-43420	216330	NORTHWESTERN ENERGY	82	I12-000460	\$ 175.33
1000-64-621-45320	216331	OFFICE CENTER INC (THE)	2499	I11-007202	\$ 158.87
1000-21-341-42190	216335	PATTERSON OFFICE SUPPLIES	13585	I12-000403	\$ 215.90
1000-14-114-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000248	\$ 37.99
1000-11-091-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000248	\$ 37.99
1000-14-111-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000248	\$ 37.99
1000-21-341-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I11-007195	\$ 54.99
1000-21-341-42290	216340	PICKWICK'S OFFICE WORKS INC	367	I11-007196	\$ 323.25
1000-21-341-42290	216340	PICKWICK'S OFFICE WORKS INC	367	I11-007197	\$ 348.20
1000-21-311-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000396	\$ 49.60
1000-21-314-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000396	\$ 110.99
1000-21-314-42290	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000396	\$ 84.81
1000-21-312-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000396	\$ 299.99
1000-21-315-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000396	\$ 110.99
1000-21-311-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000406	\$ 30.51
1000-21-311-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000413	\$ 345.98
1000-21-312-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000413	\$ 282.99
1000-21-314-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000413	\$ 198.99
1000-21-315-42220	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000413	\$ 234.99
1000-21-325-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000413	\$ 349.00
1000-21-311-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000413	\$ -17.45
1000-21-312-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000413	\$ -17.45
1000-21-314-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000413	\$ -17.45
1000-21-315-42220	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000413	\$ -17.45
1000-21-325-42190	216340	PICKWICK'S OFFICE WORKS INC	367	I12-000413	\$ -17.45
1000-64-622-43410	216348	QWEST	81	I11-007117	\$ 148.65

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-21-341-43412	216348	QWEST	81	I12-000443	\$ 310.19
1000-24-411-42120	216366	STAPLES ADVANTAGE	13227	I11-004679	\$ -26.75
1000-00-000-21461	216369	Stephanie Monistere	12646	I12-000322	\$ 35.00
1000-21-341-43590	216377	THORSON PAINTING INC	13600	I11-007189	\$ 4,000.00
1000-14-112-42190	216385	TROPHIES EXPRESS INC	3969	I11-007205	\$ 7.50
1000-21-341-42290	216389	UNITED STATES PLASTIC CORP	13599	I11-007190	\$ 613.79
1000-64-621-43415	216391	VERIZON WIRELESS	10858	I11-007084	\$ 135.52
1000-15-211-47360	216401	GREAT FALLS DEVELOPMENT AUTHORITY	3314	I12-000668	\$ 50,000.00
1000-21-341-43690	216402	A T KLEMENS INC	84	I12-000580	\$ 37.50
1000-24-411-42330	216403	A TO Z LOCK & KEY	1849	I12-000596	\$ 34.00
1000-24-411-42230	216404	ACE HARDWARE	4876	I12-000628	\$ 17.97
1000-24-411-42230	216404	ACE HARDWARE	4876	I12-000630	\$ 3.98
1000-21-341-42290	216404	ACE HARDWARE	4876	I12-000652	\$ 8.88
1000-64-633-43590	216405	ALARM SERVICE INC	177	I11-007238	\$ 50.00
1000-21-322-43560	216410	ANIMAL MEDICAL CLINIC	506	I12-000800	\$ 74.00
1000-21-322-42290	216410	ANIMAL MEDICAL CLINIC	506	I12-000833	\$ 53.75
1000-00-000-21421	216411	ANIMAL MEDICAL CLINIC	506	I12-000507	\$ 75.00
1000-00-000-12400	216414	ARTIS, KRISTA	13610	I12-000673	\$ 869.36
1000-00-000-21421	216415	ASSOCIATED VETERINARY SERVICES	162	I12-000570	\$ 15.00
1000-00-000-12400	216419	BEALL ROBERT	11644	I12-000666	\$ 5,838.13
1000-21-326-43560	216421	BENEFIS PHYSICIAN ASSOCIATES	9912	I11-007211	\$ 220.37
1000-24-411-43535	216421	BENEFIS PHYSICIAN ASSOCIATES	9912	I11-007217	\$ 310.57
1000-00-000-21422	216422	Bethany Mason	12707	I12-000575	\$ 200.00
1000-24-411-42230	216423	BIG R STORES (CSWW INC)	40	I12-000631	\$ 31.92
1000-21-341-49410	216426	BISON MOTOR CO INC	42	I11-007249	\$ 19,396.92
1000-24-412-42110	216427	BLENDS COPY SHOP INC	43	I12-000604	\$ 95.03
1000-24-411-43620	216433	CALVERTS OVERHEAD DOOR SERVICE	11134	I12-000627	\$ 105.00
1000-21-341-43590	216434	CAREER QUEST	13466	I12-000653	\$ 656.00
1000-21-341-43590	216434	CAREER QUEST	13466	I12-000801	\$ 393.60

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-21-311-43210	216436	CASCADE COUNTY PRINT SHOP	8479	I12-000765	\$ 48.00
1000-21-341-43210	216436	CASCADE COUNTY PRINT SHOP	8479	I12-000765	\$ 8.00
1000-21-341-42290	216441	CENTRAL LOCK & KEY PLUS SAFE INC	3805	I11-007232	\$ 250.00
1000-00-000-21421	216443	CENTRAL WEST ANIMAL CLINIC	1599	I12-000508	\$ 15.00
1000-64-633-43710	216444	CHENOWETH, CARLY	13567	I12-000847	\$ 269.18
1000-00-000-21421	216445	Christopher Mezak	12707	I12-000573	\$ 15.00
1000-00-000-21422	216445	Christopher Mezak	12707	I12-000573	\$ 200.00
1000-15-211-47810	216446	CITY COUNTY HEALTH DEPARTMENT	312	I12-000690	\$ 125,000.00
1000-21-324-43790	216451	DAVIDSON TRAVEL INC	4813	I12-000576	\$ 689.80
1000-21-341-43630	216452	DAVIS BUSINESS MACHINES	293	I12-000832	\$ 45.20
1000-21-311-45320	216453	DE LAGE LANDEN FINANCIAL SERVICES I	13323	I12-000589	\$ 589.00
1000-21-341-43630	216457	ECOLAB PEST ELIMINATION	4334	I12-000650	\$ 52.00
1000-24-411-42330	216458	EKLUNDS APPLIANCE & TV INC	547	I12-000626	\$ 275.00
1000-00-000-21461	216459	Elizabeth Turton	12646	I12-000676	\$ 35.00
1000-21-326-42240	216461	ENTENMANN-ROVIN COMPANY	966	I12-000582	\$ 87.36
1000-21-326-43350	216462	EQUIFAX INFORMATION SERVICES LLC	3949	I12-000590	\$ 20.00
1000-64-633-42290	216465	FERGUSON ENTERPRISES INC #3201	8915	I11-007252	\$ 75.69
1000-21-341-42290	216467	FLEET SUPPLY COMPANY	64	I12-000649	\$ 23.85
1000-64-633-42290	216467	FLEET SUPPLY COMPANY	64	I12-000871	\$ 28.67
1000-64-633-42290	216467	FLEET SUPPLY COMPANY	64	I12-000874	\$ 3.95
1000-64-633-42290	216467	FLEET SUPPLY COMPANY	64	I12-000878	\$ 6.50
1000-64-633-43710	216468	FLOERCHINGER, KARISSA	13568	I12-000851	\$ 273.06
1000-24-411-43640	216470	GENERAL DISTRIBUTING CO	65	I12-000621	\$ 37.20
1000-64-622-42520	216472	Giffen Coulee Body Shop/Linda Yurek	12646	I11-007253	\$ 154.20
1000-15-211-47310	216477	GREAT FALLS MUNICIPAL BAND	4362	I12-000675	\$ 4,500.00
1000-64-633-43710	216481	HEARD, KRYSTAL	13566	I12-000841	\$ 271.95
1000-21-324-43790	216482	HOLMES, MIKE	13595	I12-000670	\$ 78.85
1000-21-315-42290	216484	IDENTITY SCREENPRINTING & EMB	9468	I12-000803	\$ 7.50
1000-15-283-43520	216487	JAMES F GARDNER	3702	I12-000612	\$ 280.00
1000-21-314-43630	216488	JOHNSON CONTROLS INC	141	I12-000581	\$ 6,226.40

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-24-411-42330	216489	JOHNSON MADISON LUMBER INC	9	I12-000622	\$ 34.45
1000-64-633-42410	216489	JOHNSON MADISON LUMBER INC	9	I12-000875	\$ 6.50
1000-21-341-42290	216490	K-LOG INC	13611	I11-007248	\$ 715.25
1000-64-633-42190	216491	K-MART	10	I12-000785	\$ 10.97
1000-21-324-43790	216492	Kaminsky & Associates, Inc	12647	I12-000577	\$ 345.00
1000-00-000-21421	216493	Kara Bell	12707	I12-000798	\$ 200.00
1000-64-622-43590	216495	KENCO ENTERPRISES INC	7497	I12-000794	\$ 24.00
1000-21-391-43590	216499	LAMAR COMPANIES (THE)	8380	I12-000834	\$ 4,020.00
1000-00-000-21421	216501	Linda Miller	12707	I12-000571	\$ 30.00
1000-00-000-21421	216503	Mary Bark	12707	I12-000574	\$ 15.00
1000-00-000-21422	216503	Mary Bark	12707	I12-000574	\$ 200.00
1000-24-411-42230	216505	MASTERCARD PROCESSING CENTER	8270	I12-000569	\$ 387.68
1000-14-114-43790	216505	MASTERCARD PROCESSING CENTER	8270	I11-007223	\$ 250.17
1000-21-341-42290	216505	MASTERCARD PROCESSING CENTER	8270	I12-000667	\$ 69.88
1000-21-341-42290	216505	MASTERCARD PROCESSING CENTER	8270	I12-000667	\$ 28.34
1000-21-314-42310	216505	MASTERCARD PROCESSING CENTER	8270	I12-000669	\$ 17.59
1000-21-314-42310	216505	MASTERCARD PROCESSING CENTER	8270	I12-000669	\$ 57.56
1000-21-314-42310	216505	MASTERCARD PROCESSING CENTER	8270	I12-000669	\$ 25.56
1000-21-314-42310	216505	MASTERCARD PROCESSING CENTER	8270	I12-000669	\$ 50.44
1000-14-111-43810	216505	MASTERCARD PROCESSING CENTER	8270	I12-000766	\$ 25.00
1000-21-325-43790	216505	MASTERCARD PROCESSING CENTER	8270	I12-000829	\$ 16.98
1000-21-325-43790	216505	MASTERCARD PROCESSING CENTER	8270	I12-000829	\$ -0.36
1000-21-324-43790	216509	MONTANA IDAHO CHAPTER FBI NA	12391	I12-000757	\$ 150.00
1000-21-324-43790	216509	MONTANA IDAHO CHAPTER FBI NA	12391	I12-000758	\$ 150.00
1000-24-411-43350	216516	MSU FIRE SERVICES TRAINING SCHOOL	3924	I12-000633	\$ 165.00
1000-14-114-43350	216518	MT MUNICIPAL CLERKS TREAS & FIN OFF	4654	I12-000859	\$ 50.00
1000-15-281-43526	216519	MUNICIPAL SERVICES BUREAU	9283	I12-000617	\$ 106.89
1000-64-633-42210	216526	NORTHWEST PIPE FITTINGS INC	142	I12-000873	\$ 167.38
1000-64-621-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 1.47
1000-64-633-43420	216527	NORTHWESTERN ENERGY	82	I12-000768	\$ 539.21

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-64-633-43710	216531	PARKER, PAISLEY	13569	I12-000853	\$ 253.08
1000-21-311-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000583	\$ 219.85
1000-21-312-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000583	\$ 28.51
1000-21-315-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000583	\$ 28.51
1000-21-315-42220	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000583	\$ 57.02
1000-21-326-42240	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000583	\$ 31.98
1000-14-111-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000607	\$ 31.09
1000-14-114-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000607	\$ 28.71
1000-11-091-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000607	\$ 5.79
1000-64-621-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I11-007222	\$ 57.84
1000-15-281-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000614	\$ 19.98
1000-15-281-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000615	\$ 77.99
1000-64-621-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I11-007240	\$ 176.00
1000-64-621-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I11-007241	\$ 160.94
1000-64-633-42330	216535	POWER PRO EQUIPMENT CO	8197	I12-000764	\$ 51.60
1000-64-633-42330	216535	POWER PRO EQUIPMENT CO	8197	I12-000872	\$ 24.90
1000-24-411-42230	216536	PROBUILD	25	I12-000619	\$ 10.99
1000-24-411-42410	216536	PROBUILD	25	I12-000620	\$ 37.99
1000-24-411-43410	216538	QWEST	81	I12-000552	\$ 274.05
1000-24-411-43410	216538	QWEST	81	I12-000561	\$ 54.42
1000-24-411-43410	216538	QWEST	81	I12-000562	\$ 54.42
1000-24-411-43410	216538	QWEST	81	I12-000563	\$ 54.42
1000-24-411-43410	216538	QWEST	81	I12-000564	\$ 62.03
1000-64-621-43410	216538	QWEST	81	I11-007219	\$ 221.90
1000-15-281-43410	216538	QWEST	81	I12-000613	\$ 44.34
1000-64-633-42290	216541	RESPOND SYSTEMS	7214	I12-000876	\$ 53.33
1000-64-622-42290	216545	RYANS CASH & CARRY	191	I12-000845	\$ 44.70
1000-24-411-43590	216553	SIMPSON DR DAVID	13004	I12-000579	\$ 1,200.00
1000-24-411-43590	216553	SIMPSON DR DAVID	13004	I12-000579	\$ 1,200.00
1000-21-314-43590	216555	SKYLINE VETERINARY CLINIC	87	I12-000506	\$ 7.00

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
1000-00-000-21421	216556	SKYLINE VETERINARY CLINIC	87	I12-000509	\$ 60.00
1000-64-633-42290	216557	SMITH EQUIPMENT CO	2317	I12-000877	\$ 22.00
1000-21-321-42240	216561	SWAT	12413	I11-007254	\$ 158.00
1000-21-321-42240	216561	SWAT	12413	I11-007255	\$ 120.00
1000-21-312-42240	216561	SWAT	12413	I11-007256	\$ 69.99
1000-24-411-42260	216567	TOOL BOX INC	2886	I12-000603	\$ 198.00
1000-14-112-42190	216570	TROPHIES EXPRESS INC	3969	I12-000468	\$ 7.50
1000-00-000-12400	216574	VAN EVERY, SCOTT	13609	I12-000665	\$ 229.00
1000-00-000-21421	216577	Vicki Bertelsen	12707	I12-000572	\$ 15.00
1000-00-000-21422	216577	Vicki Bertelsen	12707	I12-000572	\$ 50.00
1000-15-281-43410	216578	VISION NET INC	11369	I12-000616	\$ 249.00
1000-24-411-43620	216580	WADSWORTH BUILDERS COMPANY INC	3710	I12-000635	\$ 38.68
1000-64-621-42190	216581	WARDEN PAPER CO	1922	I11-007220	\$ 20.00
1000-64-621-42190	216581	WARDEN PAPER CO	1922	I11-007221	\$ 127.63
1000-24-411-43410	216582	WCS TELECOM	11222	I12-000623	\$ 39.24
1000-64-621-43410	216582	WCS TELECOM	11222	I12-000678	\$ 47.18
1000-24-411-42220	216584	ZOLL MEDICAL CORP	10314	I12-000624	\$ 448.00
1000-24-411-42220	216584	ZOLL MEDICAL CORP	10314	I12-000625	\$ 75.20
					-----
				Fund(1000) Total	\$267,745.74
6010-31-513-42290	216188	ACE HARDWARE	4876	I11-006858	\$ 24.13
6010-31-513-42320	216188	ACE HARDWARE	4876	I12-000185	\$ 21.99
6010-31-513-42320	216195	AUTO ADDITIONS INC	13380	I11-007140	\$ 65.47
6010-31-513-42320	216196	AUTOMOTIVE MACHINE INC	3732	I12-000345	\$ 21.18
6010-31-513-42320	216199	BARAZONE, MOUNQUE	13603	I11-007206	\$ 225.57
6010-31-513-42320	216203	BEARING SALES INC	37	I12-000344	\$ 28.17
6010-31-513-42320	216203	BEARING SALES INC	37	I12-000551	\$ 126.31
6010-00-000-15110	216205	BEST OIL DISTRIBUTING	8163	I12-000470	\$ 2,195.00
6010-31-513-42320	216207	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-007141	\$ 87.93
6010-31-513-42320	216208	BIG SKY HYDRAULICS & MACHINING INC	11168	I12-000357	\$ 62.57
6010-31-513-42320	216208	BIG SKY HYDRAULICS & MACHINING INC	11168	I12-000358	\$ 44.13



# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
6010-31-513-42320	216208	BIG SKY HYDRAULICS & MACHINING INC	11168	I12-000553	\$ 76.82
6010-31-513-42320	216208	BIG SKY HYDRAULICS & MACHINING INC	11168	I12-000554	\$ 8.85
6010-16-513-49410	216210	BISON MOTOR CO INC	42	I11-007088	\$ 42,226.70
6010-31-513-42320	216210	BISON MOTOR CO INC	42	I12-000555	\$ 153.46
6010-31-513-42290	216212	BREEN OIL COMPANY	10408	I12-000549	\$ 24.00
6010-31-513-42320	216220	CARNAHAN TOWING & REPAIR INC	3263	I11-007160	\$ 75.00
6010-31-513-43355	216226	CASCADE COUNTY TREASURER	1239	I12-000257	\$ 50.00
6010-31-513-42320	216236	COUNTRY HOME PRODUCTS INC	9987	I11-007136	\$ 281.85
6010-31-513-42320	216242	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I12-000267	\$ 45.00
6010-31-513-42320	216242	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I12-000359	\$ 85.97
6010-31-513-42320	216242	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I12-000360	\$ 254.47
6010-00-000-15110	216242	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I12-000368	\$ 123.58
6010-31-513-43690	216245	DULTMEIER SALES LLC	8943	I12-000260	\$ 142.18
6010-31-513-42320	216248	ELECTRIC CITY BRAKE	134	I12-000264	\$ 30.00
6010-31-513-43640	216248	ELECTRIC CITY BRAKE	134	I12-000265	\$ 70.00
6010-31-513-42410	216261	FLEET SUPPLY COMPANY	64	I12-000266	\$ 39.95
6010-31-513-42320	216261	FLEET SUPPLY COMPANY	64	I12-000556	\$ 6.95
6010-31-513-42290	216267	GENERAL DISTRIBUTING CO	65	I11-007131	\$ 17.40
6010-31-513-42290	216267	GENERAL DISTRIBUTING CO	65	I11-007132	\$ 36.87
6010-31-513-42320	216267	GENERAL DISTRIBUTING CO	65	I11-007133	\$ 98.10
6010-31-513-42290	216267	GENERAL DISTRIBUTING CO	65	I11-007134	\$ 59.22
6010-31-513-42290	216267	GENERAL DISTRIBUTING CO	65	I11-007135	\$ 158.20
6010-31-513-43210	216276	GREAT FALLS TRIBUNE	77	I11-007207	\$ 19.95
6010-31-513-43210	216276	GREAT FALLS TRIBUNE	77	I11-007207	\$ 21.20
6010-31-513-42320	216282	HUGHES FIRE EQUIPMENT INC	6714	I11-007127	\$ 910.31
6010-31-513-42320	216283	I STATE TRUCK CENTER INC	11353	I11-007125	\$ 61.20
6010-31-513-42320	216283	I STATE TRUCK CENTER INC	11353	I11-007126	\$ 307.26
6010-31-513-42320	216283	I STATE TRUCK CENTER INC	11353	I12-000268	\$ 3.23
6010-31-513-42320	216283	I STATE TRUCK CENTER INC	11353	I12-000557	\$ -48.34
6010-31-513-42320	216283	I STATE TRUCK CENTER INC	11353	I12-000558	\$ 48.34

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
6010-31-513-42320	216291	JOHNSON DISTRIBUTING	8	I11-007124	\$ 98.00
6010-31-513-42320	216307	MIDLAND IMPLEMENT COMPANY INC	106	I12-000361	\$ 15.07
6010-31-513-42320	216311	MONTANA RADIATOR WORKS	13223	I12-000269	\$ 176.28
6010-31-513-42320	216315	MOUNTAIN VIEW CO-OP	972	I12-000244	\$ 137.35
6010-00-000-15120	216315	MOUNTAIN VIEW CO-OP	972	I12-000366	\$ 17,546.40
6010-31-513-42320	216322	NAPA AUTO PARTS OF GREAT FALLS	68	I12-000263	\$ 76.52
6010-31-513-42290	216322	NAPA AUTO PARTS OF GREAT FALLS	68	I12-000336	\$ 58.95
6010-31-513-42320	216322	NAPA AUTO PARTS OF GREAT FALLS	68	I12-000338	\$ 31.66
6010-31-513-42320	216322	NAPA AUTO PARTS OF GREAT FALLS	68	I12-000339	\$ 36.73
6010-31-513-42320	216322	NAPA AUTO PARTS OF GREAT FALLS	68	I12-000340	\$ 80.48
6010-31-513-42320	216322	NAPA AUTO PARTS OF GREAT FALLS	68	I12-000342	\$ 4.58
6010-00-000-15110	216322	NAPA AUTO PARTS OF GREAT FALLS	68	I12-000469	\$ 460.54
6010-31-513-42410	216322	NAPA AUTO PARTS OF GREAT FALLS	68	I12-000550	\$ 8.99
6010-31-513-42320	216322	NAPA AUTO PARTS OF GREAT FALLS	68	I12-000550	\$ 55.47
6010-31-513-42320	216323	NATIONAL COATINGS & SUPPLIES	13264	I12-000247	\$ 8.99
6010-31-513-42320	216332	PACIFIC STEEL	22	I11-007121	\$ 10.20
6010-31-513-42320	216332	PACIFIC STEEL	22	I11-007122	\$ 104.82
6010-31-513-42320	216332	PACIFIC STEEL	22	I11-007123	\$ 27.36
6010-31-513-42320	216342	POWER PRO EQUIPMENT CO	8197	I12-000348	\$ 18.99
6010-31-513-43410	216348	QWEST	81	I11-007060	\$ 13.49
6010-31-513-42320	216353	RMT EQUIPMENT	13548	I11-007128	\$ 31.37
6010-31-513-42320	216353	RMT EQUIPMENT	13548	I11-007129	\$ 94.40
6010-31-513-42320	216354	ROCKY MOUNTAIN TRUCK SERVICE INC	9846	I12-000271	\$ 29.86
6010-31-513-42320	216357	SAFELITE FULFILLMENT INC	8371	I11-007143	\$ 170.00
6010-31-513-42320	216360	SEWER EQUIPMENT CO OF AMERICA	4087	I11-007119	\$ 507.96
6010-31-513-42320	216363	SMITH EQUIPMENT CO	2317	I12-000272	\$ 70.55
6010-31-513-42320	216365	SOLID WASTE SYSTEMS INC	6969	I11-007130	\$ 103.94
6010-31-513-42320	216367	STARTER ALTERNATOR SPECIALISTS INC	13423	I11-007142	\$ 245.00
6010-31-513-42320	216371	SUPERIOR TIRE INC	10829	I11-007172	\$ -1.00
6010-31-513-42320	216371	SUPERIOR TIRE INC	10829	I11-007173	\$ 79.50

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
6010-31-513-42320	216371	SUPERIOR TIRE INC	10829	I11-007174	\$ 90.00
6010-31-513-42320	216371	SUPERIOR TIRE INC	10829	I12-000355	\$ 28.00
6010-31-513-42320	216379	TIRE FACTORY	9864	I11-007161	\$ 26.00
6010-31-513-42320	216380	TITAN MACHINERY INC	75	I11-007164	\$ 406.15
6010-31-513-42320	216380	TITAN MACHINERY INC	75	I11-007166	\$ 141.22
6010-31-513-43640	216380	TITAN MACHINERY INC	75	I11-007168	\$ 2,017.52
6010-31-513-42320	216382	TNT SPRINGS INC / TNT TRUCK PARTS	12089	I12-000245	\$ 285.90
6010-31-513-42320	216382	TNT SPRINGS INC / TNT TRUCK PARTS	12089	I12-000246	\$ 46.00
6010-31-513-42320	216382	TNT SPRINGS INC / TNT TRUCK PARTS	12089	I12-000362	\$ 44.14
6010-00-000-15110	216382	TNT SPRINGS INC / TNT TRUCK PARTS	12089	I12-000367	\$ 126.89
6010-00-000-15110	216382	TNT SPRINGS INC / TNT TRUCK PARTS	12089	I12-000471	\$ 206.07
6010-31-513-42320	216384	TRACTOR & EQUIPMENT CO	69	I12-000270	\$ 273.64
6010-31-513-42320	216384	TRACTOR & EQUIPMENT CO	69	I11-007162	\$ 90.32
6010-31-513-42320	216384	TRACTOR & EQUIPMENT CO	69	I11-007163	\$ 152.99
6010-31-513-42410	216384	TRACTOR & EQUIPMENT CO	69	I11-007169	\$ 83.03
6010-31-513-42410	216384	TRACTOR & EQUIPMENT CO	69	I11-007170	\$ 36.67
6010-31-513-42290	216384	TRACTOR & EQUIPMENT CO	69	I12-000346	\$ 85.76
6010-31-513-42320	216384	TRACTOR & EQUIPMENT CO	69	I12-000347	\$ 118.02
6010-31-513-42320	216388	UNITED PARCEL SERVICE INC	6169	I11-007118	\$ 16.00
6010-00-000-15110	216390	VALLEY MOTOR SUPPLY CO INC	71	I12-000365	\$ 77.79
6010-31-513-43620	216404	ACE HARDWARE	4876	I12-000586	\$ 6.99
6010-31-513-42320	216420	BEARING SALES INC	37	I12-000642	\$ 0.80
6010-31-513-42320	216420	BEARING SALES INC	37	I12-000708	\$ 49.20
6010-31-513-42320	216420	BEARING SALES INC	37	I12-000711	\$ 138.22
6010-31-513-42320	216420	BEARING SALES INC	37	I12-000712	\$ 77.13
6010-31-513-43630	216424	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I12-000587	\$ 12.06
6010-31-513-42320	216425	BIG SKY HYDRAULICS & MACHINING INC	11168	I12-000643	\$ 615.21
6010-31-513-42320	216425	BIG SKY HYDRAULICS & MACHINING INC	11168	I12-000644	\$ 67.01
6010-16-513-49410	216426	BISON MOTOR CO INC	42	I11-007249	\$ 19,396.92
6010-31-513-43355	216437	CASCADE COUNTY TREASURER	1239	I12-000823	\$ 100.00

# City of Great Falls

Check Details Report (Date: 07/27/2011)

<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
6010-31-513-42320	216455	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I12-000645	\$ 149.99
6010-31-513-42320	216455	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I12-000713	\$ 92.49
6010-00-000-15110	216455	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I12-000750	\$ 621.51
6010-00-000-15110	216466	FIRESTONE COMPLETE AUTO CARE	63	I12-000897	\$ 824.00
6010-31-513-42320	216467	FLEET SUPPLY COMPANY	64	I12-000646	\$ 19.00
6010-31-513-42320	216467	FLEET SUPPLY COMPANY	64	I12-000647	\$ 11.40
6010-31-513-42320	216467	FLEET SUPPLY COMPANY	64	I12-000716	\$ 27.22
6010-31-513-42320	216469	FOLEY ENGINES	13596	I12-000717	\$ 875.50
6010-31-513-42320	216469	FOLEY ENGINES	13596	I12-000719	\$ -100.00
6010-31-513-42290	216478	GREAT FALLS PAPER & SUPPLY CO	549	I12-000588	\$ 37.27
6010-31-513-42290	216478	GREAT FALLS PAPER & SUPPLY CO	549	I11-007214	\$ 19.33
6010-31-513-42320	216483	I STATE TRUCK CENTER INC	11353	I12-000559	\$ 263.48
6010-31-513-42320	216483	I STATE TRUCK CENTER INC	11353	I12-000721	\$ 52.95
6010-00-000-15110	216483	I STATE TRUCK CENTER INC	11353	I12-000744	\$ 54.05
6010-31-513-42320	216508	MIDLAND IMPLEMENT COMPANY INC	106	I12-000560	\$ 616.91
6010-31-513-42320	216508	MIDLAND IMPLEMENT COMPANY INC	106	I12-000565	\$ 558.68
6010-31-513-42320	216508	MIDLAND IMPLEMENT COMPANY INC	106	I12-000566	\$ 808.68
6010-31-513-43690	216514	MOUNTAIN CHIME TELEPHONE INC	1065	I12-000591	\$ 28.33
6010-00-000-15120	216515	MOUNTAIN VIEW CO-OP	972	I12-000743	\$ 21,848.04
6010-00-000-15110	216520	NAPA AUTO PARTS OF GREAT FALLS	68	I12-000740	\$ 119.23
6010-00-000-15110	216520	NAPA AUTO PARTS OF GREAT FALLS	68	I12-000741	\$ 18.20
6010-31-513-45390	216521	NATIONAL LAUNDRY	388	I12-000584	\$ 75.19
6010-31-513-45390	216521	NATIONAL LAUNDRY	388	I12-000618	\$ 49.56
6010-31-513-45390	216521	NATIONAL LAUNDRY	388	I12-000632	\$ 85.57
6010-31-513-45390	216521	NATIONAL LAUNDRY	388	I12-000657	\$ 40.28
6010-00-000-15110	216529	OREILLY AUTO PARTS	12052	I12-000745	\$ 149.16
6010-00-000-15110	216529	OREILLY AUTO PARTS	12052	I12-000746	\$ 433.23
6010-00-000-15110	216529	OREILLY AUTO PARTS	12052	I12-000747	\$ 31.68
6010-00-000-15110	216529	OREILLY AUTO PARTS	12052	I11-007262	\$ 14.50
6010-31-513-42190	216534	PICKWICK'S OFFICE WORKS INC	367	I12-000594	\$ 26.24

# City of Great Falls

Check Details Report (Date: 07/27/2011)

Account#	Check#	VendorName	Vendor#	Invoice#	Amount
6010-31-513-43410	216538	QWEST	81	I12-000585	\$ 43.12
6010-31-513-42320	216543	ROCKY MOUNTAIN TRUCK SERVICE INC	9846	I12-000722	\$ 628.78
6010-00-000-15110	216554	SIX ROBBLEES INC	21	I12-000896	\$ 92.95
6010-31-513-42320	216560	SUPERIOR TIRE INC	10829	I12-000726	\$ 133.00
6010-31-513-42320	216560	SUPERIOR TIRE INC	10829	I12-000727	\$ 248.00
6010-31-513-42320	216560	SUPERIOR TIRE INC	10829	I12-000728	\$ 83.50
6010-31-513-42320	216560	SUPERIOR TIRE INC	10829	I12-000729	\$ -12.00
6010-31-513-42320	216560	SUPERIOR TIRE INC	10829	I12-000730	\$ 138.25
6010-31-513-42320	216565	TIRE FACTORY	9864	I12-000636	\$ 19.00
6010-31-513-42320	216565	TIRE FACTORY	9864	I12-000638	\$ 15.00
6010-31-513-42320	216565	TIRE FACTORY	9864	I12-000640	\$ 55.00
6010-31-513-42320	216565	TIRE FACTORY	9864	I12-000706	\$ 68.00
6010-00-000-15110	216566	TNT SPRINGS INC / TNT TRUCK PARTS	12089	I12-000748	\$ 5.60
6010-00-000-15110	216566	TNT SPRINGS INC / TNT TRUCK PARTS	12089	I12-000749	\$ 101.27
6010-31-513-42320	216568	TRACTOR & EQUIPMENT CO	69	I12-000731	\$ 466.74
6010-31-513-42320	216568	TRACTOR & EQUIPMENT CO	69	I12-000732	\$ 124.17
6010-31-513-42320	216568	TRACTOR & EQUIPMENT CO	69	I12-000734	\$ 73.98
6010-31-513-42320	216569	TRI STATE TRUCK & EQUIPMENT INC	266	I12-000567	\$ 1,904.05
6010-31-513-42320	216569	TRI STATE TRUCK & EQUIPMENT INC	266	I12-000568	\$ 283.07
6010-00-000-15110	216573	VALLEY MOTOR SUPPLY CO INC	71	I12-000742	\$ 66.44
6010-31-513-43410	216582	WCS TELECOM	11222	I12-000599	\$ 6.45
				-----	
				Fund(6010) Total	\$125,804.31
2419-31-536-43690	216223	CARTEGRAPH SYSTEMS	7415	I12-000315	\$ 1,056.00
				-----	
				Fund(2419) Total	\$1,056.00
				-----	
				Grand Total	\$3,135,401.44

**CITY OF GREAT FALLS, MONTANA**

**AGENDA: 13**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: August 2, 2011**

**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>FUND</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Park & Recreation/ Mansfield Events Office	Great Falls Symphony Association	07/01/2011 – 06/30/2012	5740	\$3,740 (in-kind rental fees)	Lease Agreement with the Great Falls Symphony Youth Orchestra

<b>B</b>	Administration/Human Resources	Blue Cross Blue Shield of Montana	07/01/2011 – 06/30/2012	Employee Health Insurance Fund 6052-15-267-43590	Specific stop loss premium of \$63.53/month/per policy. Approximate annual cost of \$344,500 for an average of 453 covered employees.	Annual specific stop loss reinsurance contract for City of Great Falls' self-funded employee health benefits plan.
<b>C</b>	Public Works	Phillips Construction	Summer 2011	Sewer Capital Funds Misc. Sewer Rehab	\$14,410	2011 Sanitary Sewer Repairs contract <b>OF 1635.0</b>
<b>D</b>	Public Works	Phillips Construction	Summer 2011	Unscheduled Development	\$16,383	4400 Block, 4 <sup>th</sup> Alley North Storm Drainage Improvements contract <b>OF 1557.4</b>
<b>E</b>	Park & Recreation	Dr. Lawn Landscape Services, Inc.	08/03/2011 – 08/22/2011	Project #641104	\$20,325	Contractor Agreement for Removal of 30 American Elms infected with Dutch Elm disease within the City Boulevard District.

**CITY OF GREAT FALLS, MONTANA  
COMMUNICATION TO THE CITY COMMISSION**

**AGENDA: 14  
DATE: August 2, 2011**

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

**PRESENTED BY:** Lisa Kunz, City Clerk

**ACTION REQUESTED:** Ratification of Lien Releases through the Consent Agenda

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**LIEN RELEASES**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>FUND</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Fiscal Services	Shirley A. Gearhart, Etal (formerly Merlin F. & Mary I. Hinrichsen)	Current	5310-31-565-43590	\$294.71	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, Lot 9, Block 120, Great Falls 3 <sup>rd</sup> Addition. Parcel #30400



<b>B</b>	Fiscal Services	John T. & Carol Beckman (formerly Secretary of Housing & Urban Development)	Current	5310-31-565-43590	\$18.51	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, Lot 8A, Block 138, Great Falls 1 <sup>st</sup> Addition. Parcel #46050
<b>C</b>	Fiscal Services	Glenn M. Leonard	Current	5310-31-565-43590	\$84.13	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, Lot 11, Block 146, Great Falls 3 <sup>rd</sup> Addition. Parcel #52050
<b>D</b>	Fiscal Services	Christine L. Szabo	Current	5310-31-565-43590	\$63.31	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, Lot 4, Block 251, Great Falls Original. Parcel #120750
<b>E</b>	Fiscal Services	William C. & Jennifer A. Thompson	Current	5310-31-565-43590	\$303.36	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, Lot 3, Block 288, Great Falls 11 <sup>th</sup> Addition. Parcel #144300
<b>F</b>	Fiscal Services	Walter E. & Rebecca Reahanne Horton II	Current	5310-31-565-43590	\$295.40	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, Lot 2, Block 333, Great Falls 4 <sup>th</sup> Addition. Parcel #171400

<b>G</b>	Fiscal Services	Jane N. Brown	Current	5310-31-565-43590	\$444.45	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, W1/2 of Lot 10, Block 377, Great Falls 1 <sup>st</sup> Addition. Parcel #198250
<b>H</b>	Fiscal Services	Gail L. Richardson	Current	5310-31-565-43590	\$105.85	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, Lot 4, Block 474, Great Falls Original. Parcel #253600
<b>I</b>	Fiscal Services	Hilma E. Jenks, Etal	Current	5310-31-565-43590	\$54.17	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, W1/2 of Lot 2, Block 500, Great Falls Original. Parcel #270700
<b>J</b>	Fiscal Services	James A. Kolstad	Current	5310-31-565-43590	\$150.37	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, Lot 10, Block 18, Huy Addition. Parcel #1007600
<b>K</b>	Fiscal Services	William Robert Stuff	Current	5310-31-565-43590	\$200.18	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, NE 35' of Lot 42 and Lot 43, Block 2, North Riverview Terrace 1 <sup>st</sup> Addition. Parcel

						#1322700
<b>L</b>	Fiscal Services	Federal National Mortgage Association (formerly Harvey B. Forrest)	Current	5310-31-565-43590	\$609.08	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, Lot 3, Block 20, Sunrise Terrace 2 <sup>nd</sup> Addition. Parcel #1638000
<b>M</b>	Fiscal Services	Lisa & Michael Hogan (formerly Secretary of HUD)	Current	5310-31-565-43590	\$43.63	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, Lot 9 – W5’ of Lot 10, Block 27, West Great Falls Addition. Parcel #1826500
<b>N</b>	Fiscal Services	David Loren & Bobbie Rae Maberry	Current	5310-31-565-43590	\$84.13	Partial Release of Resolution #9895 to Levy and Assess Properties for Unpaid Utility Services, Lot 20, Block 2, Pearson Addition. Parcel #2177500
<b>O</b>	Fiscal Services	John T. & Carol Beckman (formerly Secretary of Housing & Urban Development)	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 8A, Block 138, Great Falls 1 <sup>st</sup> Addition. Parcel #46050

<b>P</b>	Fiscal Services	Brendon J. Campbell	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 3, Block 201, Great Falls 1 <sup>st</sup> Addition. Parcel #87550
<b>Q</b>	Fiscal Services	James Kendall	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 6, Block 227, Great Falls 11 <sup>th</sup> Addition. Parcel #105000
<b>R</b>	Fiscal Services	Joseph & Laurie O'Leary	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 6, Block 236, Great Falls 1 <sup>st</sup> Addition. Parcel #111500
<b>S</b>	Fiscal Services	Walter E. & Rebecca Reahanne Horton II	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 2, Block 333, Great Falls 4 <sup>th</sup> Addition. Parcel #171400

<b>T</b>	Fiscal Services	Jane N. Brown	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, W1/2 of Lot 10, Block 377, Great Falls 1 <sup>st</sup> Addition. Parcel #198250
<b>U</b>	Fiscal Services	Wilma Palmer Trust	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 7, Block 413, Great Falls Original. Parcel #222770
<b>V</b>	Fiscal Services	David Reedy	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 3, Block 447, Great Falls Original. Parcel #235500
<b>W</b>	Fiscal Services	Len Reed	Current	2520-31-531-43590	\$300	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, NW/4 & S/2 of Lot 1 & SW/4 of Lot 2, Block 546, Great Falls 6 <sup>th</sup> Addition. Parcel #279850

<b>X</b>	Fiscal Services	Terry Wayne Munns	Current	2520-31-531-43590	\$100	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 3, Block 565, Great Falls 6 <sup>th</sup> Addition. Parcel #291750
<b>Y</b>	Fiscal Services	Denise L. Halvorsen	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 3, Block 20, Boston & Great Falls Addition. Parcel #487100
<b>Z</b>	Fiscal Services	Darci & Derrick Bernardi	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 25, Block 2, Eagles Crossing, Phase 1. Parcel #740568
<b>AA</b>	Fiscal Services	Craig A. Stainsby Etal (formerly Craig A. Stainsby)	Current	2520-31-531-43590	\$400	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 1A, Garden Homes Tracts. Parcel #881900

<b>BB</b>	Fiscal Services	Larry Frates	Current	2520-31-531-43590	\$1200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 3, Block 3, Heren Addition. Parcel #973000
<b>CC</b>	Fiscal Services	Ridgid Construction LLC (formerly Catherine M. Gabriel)	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 14, Block 15, Montana Addition. Parcel #1111800
<b>DD</b>	Fiscal Services	Tamera L. Dambrowski	Current	2520-31-531-43590	\$200	Partial Release of Resolution #9896 for Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 6, Block 25, West Great Falls Addition. Parcel #1823500



**Item:** Set Public Hearing for Resolution 9936 to Levy and Assess Properties for Unpaid Utility Services

**From:** Judy Burg, Fiscal Services Department

**Initiated By:** Annual Assessment Process

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

**Action Requested:** City Commission Set Public Hearing Date for Resolution 9936 to Levy and Assess Properties for Unpaid Utility Services

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission set a Public Hearing date on Resolution 9936 for September 6, 2011 at 7:00 p.m. to levy and assess properties for unpaid utility services.”

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

---

**Staff Recommendation:** Staff recommends the City Commission set a public hearing date for September 6, 2011.

**Background:** State statutes and City of Great Falls Municipal Codes authorize the City Commission to assess lienable charges against a property to which utility services were furnished and for which payment is delinquent. Properties in the City of Great which had utility services provided to them prior to June 30, 2011, but remain unpaid, are subject to the City’s right to assess the property the amount owed. The Fiscal Services Department reviews the accounts annually and notifies property owners of the delinquent charges and right to assess the property. The legal owners of the properties, as listed on Exhibit “A” of the Resolution, were last notified in a letter dated June 27, 2011 that unless these charges were paid within 30 days, they would be levied as a tax against the lot or parcel. These properties also received the normal monthly billing statements. A final letter stating the date and time of the Public Hearing will be sent to the owners of the property remaining unpaid on August 19, 2011. This assessment will appear on the property tax bill received from the Cascade County Treasurer.

**Concurrences:** Public Works staff is responsible for the operation expenses of the Utility System. Fiscal Services staff is responsible for assessing and collecting the revenues. Payments made prior to the public hearing date will be applied accordingly to avoid placing the assessment on the property owner’s tax bill.



**Fiscal Impact:** Adoption of Resolution 9936 will allow the City to collect delinquent utility service charges in the amount of \$22,563.42. Any payments received prior to the charges being forwarded to the Cascade County Treasurer will be removed from the assessment listing.

**Alternatives:** The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 9936; however, as stated in OCCGF 13.2.030 all users of City services are expected to pay their share of the costs incurred to provide those services. The proposed assessments enable the collection of revenues necessary to recover costs to provide the services.

**Attachments/Exhibits:** Resolution 9936 Draft  
Legal Notice

## **RESOLUTION 9936**

### **A RESOLUTION TO LEVY AND ASSESS PROPERTIES FOR UNPAID UTILITY SERVICES IN THE CITY OF GREAT FALLS, MONTANA**

WHEREAS, the properties listed on the attached Exhibit "A" were issued a notice of delinquent amounts; and,

WHEREAS, after due notice and review, the accounts have not been paid and are outstanding to the City.

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

1. The costs of said charges are hereby assessed upon the aforementioned properties in accordance Montana Code Annotated Section 7-12-4611, 4612, Section 7-13-128, and Section 7-13-4309, and City of Great Falls Municipal Code 8.32.332 and 13.26.060.
2. The description of each lot or parcel of land which is hereby levied upon and assessed, with the name of the owner and the amount of each assessment to be made, is as set out in the Assessment List, attached as Exhibit "A", which said list is incorporated herein and made a part of this Resolution by this reference.

PASSED by the Commission of the City of Great Falls, Montana, on this 6<sup>th</sup> day of September, 2011.

---

Michael J. Winters, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

---

James W. Santoro, City Attorney

**UNPAID UTILITY CHARGES  
ASSESSMENTS FY 2011  
RESOLUTION #9936 - EXHIBIT "A"**

PARCEL #	SUB DIV	LOT	BLK	PROPERTY ADDRESS	PROPERTY OWNER	MAILING ADDRESS	CITY	ST	ZIP	ASSESSED AMT
1	49350	GF1	13	142	1405 6TH AVE N	HOLLIS, DOUGLAS R & TERRI L	1405 6TH AVE N	GREAT FALLS	MT 59401-1635	48.74
2	52050	GF3	11	146	1813 6TH AVE N	LEONARD, GLENN M	165 W FUNDERBURG RD APT P6	FAIRBORN	OH 45324	73.28
3	78650	GFO	S 1/2 of Lot 7	186	512 6TH ST N	FRATES, LARRY E	PO BOX 1493	GREAT FALLS	MT 59403-1493	96.88
4	79150	GFO	S 47' of Lot 14	186	503 5TH AVE N	BARNES, MARK A & KIMBERLY	503 5TH AVE N	GREAT FALLS	MT 59405	413.74
5	114750	GF1	10	240	1017 3RD AVE N	WILKINSON, SCOTT R & SHEENA J D	1017 3RD AVE N	GREAT FALLS	MT 59401-1507	48.74
6	120750	GFO	4	251	212 3RD AVE N	SZABO, CHRISTINE L	325 N GIBSON RD APT 1725	HENDERSON	NV 89014-6756	73.28
7	124000	GFO	4A	257	818 3RD AVE N	RIEGLER, PAMELA	109 RIVERVIEW DR E	GREAT FALLS	MT 59404-1547	74.96
8	130100	GF3	11	264	1513 2ND AVE N	SADLER, MERVIN L	5005 9TH AVE S	GREAT FALLS	MT 59405	132.67
9	133850	GF4	14	271	2201 2ND AVE N	TINSLEY, JOSEPH E	2201 2ND AVE N	GREAT FALLS	MT 59401-3311	993.48
10	151200	GF3	S50' of Lot 1	297	113 15TH ST N	FRATES, LARRY E	PO BOX 1493	GREAT FALLS	MT 59403-1493	89.22
11	162150	GFO	E30' of Lot 11	317	615 CENTRAL AVE	BARTRAM, ROBERT A	2626 3RD AVE S	GREAT FALLS	MT 59401	378.39
12	171400	GF4	2	333	2206 1ST AVE N	HORTON, WALTER E II & REBECCA REAHANNE	2206 1ST AVE N	GREAT FALLS	MT 59401	109.10
13	175800	GF12	9	338	2721 CENTRAL AVE	SCHERMELE, JAMES J	76 ELK DR	GREAT FALLS	MT 59404	429.97
14	195000	GFO	3	373	608 1ST AVE S	CARTER, DANIEL D	608 1ST AVE S	GREAT FALLS	MT 59401-3607	189.61
15	198250	GF1	W1/2 of Lot 10	377	1017 2ND AVE S	BROWN, JANE N	21404 48TH AVE W APT E101	MOUNTLAKE TERRACE	WA 98043-3498	57.61
16	198600	GF1	N103' of Lot 1	378	1100 1ST AVE S	O'NEIL, WILLIAM J & LENA E	101 11TH ST S	GREAT FALLS	MT 59401	62.00
17	238700	GFO	E47 1/2' of Lot 3	451	408 4TH AVE S	GONZALES, ANGELITA	408 4TH AVE S	GREAT FALLS	MT 59405	719.99
18	239150	GFO	11	451	413 5TH AVE S	CLARK, TOM	67 FISHER RD	GREAT FALLS	MT 59405	111.68
19	241950	GFO	7	456	510 5TH ST S	WITSOE, HENRY ETAL	510 11TH ST S	GREAT FALLS	MT 59405-2238	24.46
20	262850	GF1	N75' of Lot 1	488	1100 7TH AVE S	ROCKWELL, PAUL F & YVONNE F	1100 7TH AVE S	GREAT FALLS	MT 59405	809.85
21	269450	GFO	9	498	621 9TH AVE S	STRICKLAND, CHARLES & DAVELYN	86-266 ALAMIHI ST	WAIANAE	HI 96792	438.84
22	270700	GFO	W1/2' of Lot 2	500	404 8TH AVE S	JENKS, HILMA E ETAL	404 8TH AVE S	GREAT FALLS	MT 59405-2049	55.15
23	277250	GFO	1 - 2	512	901 9TH ST S	BROWN, BENJAMIN L	2905 MONTANA AVE	BILLINGS	MT 59101-2143	291.07
24	321500	GF10	11	744	1715 5TH AVE S	MAAS PROPERTIES LLC	316 6TH ST S	GREAT FALLS	MT 59405	194.91
25	326900	GF10	6	760	1919 7TH AVE S	MAAS PROPERTIES LLC	316 6TH ST S	GREAT FALLS	MT 59405	164.62
26	366800	BEF	6	7	3120 CENTRAL AVE	STATEWIDE MORTGAGE LOAN TRUST 2006 1	323 FIFTH ST	EUREKA	CA 95501	73.10
27	373800	BEF	5	12	2716 1ST AVE S	HELDT, RITA F	2716 1ST AVE S	GREAT FALLS	MT 59401-3948	73.28
28	429856	BEP	3	23	2708 JASPER RD	HIGHTOWER, WILLIAM D	513 50TH ST S	GREAT FALLS	MT 59405	70.89
29	478100	BOS	11	13	3713 4TH AVE N	KUGLIN, LINDA L	735 33B AVE NE	GREAT FALLS	MT 59404-1237	73.28
30	500200	BOS	1	30	3200 3RD AVE N	MOCK, SAMUEL C JR & VICKY L ETAL	3200 3RD AVE N	GREAT FALLS	MT 59401	232.74
31	503500	BOS	7	32	3326 2ND AVE N	CLARK, THOMAS A & LORI L	4929 9TH AVE S	GREAT FALLS	MT 59405-5725	69.54
32	508920	BOS	10	36	3715 1ST AVE N	STEELE, PATRICIA L	3715 1ST AVE N	GREAT FALLS	MT 59401	257.82
33	597300	COM	15	6	27 20TH ST SW	MARNEY, LAITEN G	27 20TH ST SW	GREAT FALLS	MT 59404	223.80
34	613300	COM	120T		943 13TH ST SW	SCOTT, CALVIN B	PO BOX 495 MAPLECREEK SK	CANADA SON 1NO		47.39
35	740650	EC2	8	12	908 46TH AVE NE	STRABLE, GREG S & ADRIA M	1808 FIRST AVE N	GREAT FALLS	MT 59401	45.79
36	796200	FAV	13	18	1605 13TH AVE S	CHRISTOPOULOS, GEORGE	1605 13TH AVE S	GREAT FALLS	MT 59405	400.05
37	973000	HER	3	3	4727 2ND AVE N	FRATES, LARRY	PO BOX 80232	BILLINGS	MT 59108	8149.88
38	992800	HUY	B	4	2222 3RD AVE S	TURNER, THERESA L	440 5TH ST N	GLASGOW	MT 59230	429.87
39	1040400	LC3	12	2	4244 LEWIS AVE	BRYANT, JOSHUA M	13335 FOXGLOVE LN	WINNEBAGO	IL 61088-9011	367.85
40	1230900	PM2	15	9	5121 SILVERWOOD CT	AMAN, JOSEPH N & JULIE A	5121 SILVERWOOD CT	GREAT FALLS	MT 59405-1313	415.01
41	1394000	N32	11	5	529 21ST AVE NE	CARSON, KELLY L	3524 11TH AVE S APT 5	GREAT FALLS	MT 59405-5579	48.86
42	1637600	ST2	17	19	4715 CAROL DR	SULLIVAN, TRACY L & TERRY D	4715 CAROL DR	GREAT FALLS	MT 59405-3815	467.10
43	1638000	ST2	3	20	419 50TH ST S	FEDERAL NATIONAL MORTGAGE ASSOCIATION	13150 WORLD GATE DR	HERNDON	VA 20170	71.83
44	1747000	VV1	19	4	1203 10TH AVE NW	ALTMAN, JERALD W & PAMELA A	PO BOX 6052	GREAT FALLS	MT 59406	169.28
45	1799100	WGF	Lot 4 - E30' of Lot 5	8	1014 7TH AVE NW	STEEN, ELDORA G	1014 7TH AVE NW	GREAT FALLS	MT 59404	470.87
46	2043300	GRT	23D		201 24TH AVE S	WATTS, ANNETTE	201 24TH AVE S	GREAT FALLS	MT 59405-7126	12.57
47	2174800	PEA	5	1	115 SHARON DR	TYLER, KEN D JR & MICHELLE M	115 SHARON DR	GREAT FALLS	MT 59405-7256	304.85

<b>TOTAL:</b>	<b>\$ 18,557.89</b>
---------------	---------------------

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 6<sup>th</sup> day of September, 2011 at 7:00 p.m. the City Commission will hold a public hearing in the Commission Chambers of the Civic Center for Resolution 9936, to Levy and Assess Properties for Unpaid Utility Services on various properties in the total amount of \$22,563.42.

Any person interested or affected by the proposed charge may file a written protest or objections containing the description of the property and the grounds for such protest or objection, with the City Clerk's office, Civic Center, Room 204, 2 Park Drive, Great Falls, MT 59401 prior to the time set for the hearing. Any questions may be directed to Susan Osterman, Operations Billing Technician, Fiscal Services, City of Great Falls at 406-455-8500 or at the Civic Center, Room 104.

BY ORDER OF THE CITY COMMISSION  
Lisa Kunz, City Clerk

Publication Date: August 14, 2011 & August 21, 2011.



**Item:** Labor Agreement between the City of Great Falls and the Plumbers and Fitters Local #41

**From:** City Manager's Office

**Initiated By:** Linda Williams, Human Resources Manager

**Presented By:** Linda Williams, Human Resources Manager

**Action Requested:** Approve Labor Agreement

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Plumbers and Fitters Local #41.”

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

---

**Staff Recommendation:** Approve labor agreement.

**Background:** This labor agreement covers six employees: four plumbers and two plumbing inspectors. The previous eighteen month agreement expired June 30, 2011. The terms of the proposed agreement are for a two year period from July 1, 2011 through June 30, 2013. The economic impact is 2% effective 7/1/11 and 1.75% effective 7/1/12.

The major changes from the previous agreement are:

1. **Article 15, Sick Leave**

A new subsection 5, Parental Leave, was added under Section 15.2 that stipulates birth fathers and adoptive parents can use up to 120 hours of accrued sick leave.

2. **Article 24, Duration**

The dates were changed to reflect the duration of the agreement, 7/1/11 – 6/30/13.

3.. **Schedule A**

The salary schedule was updated to reflect a 2% increase effective 7/1/11, and a 1.75% increase effective 7/1/12, less the amount the employees voted to defer from their hourly rate to increase their pension contribution. The employees elected to defer (subtract) 25¢ from their hourly rate in each of the two years to increase their pension contribution.

4. **Schedule B, Item 2(A): Pension**

The pension contribution amounts were updated to reflect the 25¢ per hour the employees deferred to go towards their pension contribution. Effective 7/1/11, the pension contribution will be \$3.50, increasing to \$3.75 effective 7/1/12.

5. **Schedule B, Item 2B: Health Insurance**

The City contribution amount added into the base for retirement enhancement purposes effective 7/1/11 was capped at \$783. The total amount the City contributes towards the health insurance premium is \$863. The amount over \$783 (\$80) is paid the same as any other benefit.

Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

The schedule was updated to reflect current City contribution and employee contribution amounts.

6. **Schedule B, Item 2C**

The additional amount the Master of Records receives increased from 60¢ per hour to \$1.00 per hour.

7. **Schedule B, Item 3, Apprentices**

The apprentice pension contribution rates were updated to reflect 50% of the journeyman rate. The City does not have any apprentice plumbers.

**Concurrences:** The Plumbers' members voted to ratify the proposed agreement.

**Fiscal Impact:** 2% effective 7/1/11; 1.75% effective 7/1/12

Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

**Alternatives:** The Commission may choose not to approve the labor agreement, in which case, the City and Plumbers would have to reconvene and continue the collective bargaining process.

**Attachments/Exhibits:**

1. Proposed labor agreement between the City of Great Falls and the Plumber and Fitters Local #41.

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

**BETWEEN**

**CITY OF GREAT FALLS**

**AND**

**PLUMBERS AND FITTERS LOCAL NO. 41**

**July 1, 2011 – June 30, 2013**



TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	
Recognition and Purpose .....	1
ARTICLE 2	
Successors .....	1
ARTICLE 3	
Definitions .....	1
ARTICLE 4	
Union Security .....	2
ARTICLE 5	
Strikes and Lockouts .....	3
ARTICLE 6	
Management Rights .....	4
ARTICLE 7	
Employee Rights/Grievance .....	4
ARTICLE 8	
Wages and Pay Periods .....	5
ARTICLE 9	
Hours of Work and Overtime .....	6
ARTICLE 10	
Call Back .....	6
ARTICLE 11	
Seniority .....	7
ARTICLE 12	
Probationary Periods (For Work Evaluations Only) .....	7
ARTICLE 13	
Holidays .....	8
ARTICLE 14	

Vacation .....	9
ARTICLE 15	
Sick Leave .....	9
ARTICLE 16	
Rest Break .....	11
ARTICLE 17	
Jury Duty .....	11
ARTICLE 18	
Leave of Absence .....	11
ARTICLE 19	
Hot Meal .....	11
ARTICLE 20	
Longevity .....	12
ARTICLE 21	
Affirmative Action Policy .....	12
ARTICLE 22	
Supplemental Agreement .....	12
ARTICLE 23	
Savings Clause .....	13
ARTICLE 24	
Duration .....	13
SCHEDULE A .....	15
SCHEDULE B .....	17

THIS AGREEMENT, made and entered into at Great Falls as of the \_\_\_ day of August, 2011, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the PLUMBERS AND FITTERS LOCAL NO. 41, hereinafter referred to as the "UNION", who have mutually agreed as follows:

## ARTICLE 1

### RECOGNITION AND PURPOSE:

The CITY recognizes the respective UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of the 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 maintenance, service, and new work employees, including assigned meter installation. The present recognized jurisdiction of the Plumbers and Fitters Local No. 41 shall be maintained during the term of this Agreement.

## ARTICLE 2

### 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 3

### 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. "Permanent employee" means an employee who is assigned to a position designated as permanent in the CITY's Budget.
- C. "Temporary employee" means an employee assigned to a position designated as temporary in the CITY's Budget, created for a definite period of time, not to exceed nine (9) months.
- 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 4

### UNION SECURITY:

4.1 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 employee fails to pay initiation fees or dues within thirty-one (31) days or fail to effectuate the provisions of Section 59-1603(5) of the Montana Statutes, the UNION may request in writing that the employee be discharged. The CITY agrees to discharge said employee upon written request from the UNION involved. 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 Section 59-1603(5) 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.

The CITY shall notify the 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.

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

4.3 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.

4.4 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 the relationship between the CITY and UNION.

4.5 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 4.

4.6 In consideration for 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 4.1. 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 cost of the UNION. It is further agreed that the CITY shall promptly notify the UNION of any such action and if filed and the UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.

## ARTICLE 5

### STRIKES AND LOCKOUTS:

5.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this AGREEMENT.

5.2 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.

5.3 It is agreed that the above provision shall not apply in the event no collective bargaining settlement is reached at the termination date of this AGREEMENT.

5.4 It shall not be a violation of this AGREEMENT to refuse to cross a legal picket line.

5.5 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 and wastewater systems and/or other systems that are essential to the health, welfare, and safety of the public.

5.6 The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration. The CITY may "lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

## ARTICLE 6

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 lack of work or funds or under 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 the CITY Management's Rights shall not be deemed to exclude other functions not specifically covered by this AGREEMENT.

ARTICLE 7

EMPLOYEE RIGHTS/GRIEVANCE:

7.1 Grievances or disputes which may arise, including the interpretation of the 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.
- 3. The remedy requested.

B. No grievance shall be considered or processed unless it is submitted within

ten (10) working days of the first knowledge and no later than ten (10) working days of first occurrence.

Step 3:

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

Step 4:

The City Manager shall render a decision within fifteen (15) working days.

7.2 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step in 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 8

### WAGES AND PAY PERIODS:

Attached hereto and made a part hereof 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 semi-monthly. The CITY will make every effort to have paychecks by 4:00 p.m. on payday.

## ARTICLE 9

### HOURS OF WORK AND OVERTIME:

9.1 Subject to the special work schedules set forth herein, the normal work week 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 worked out with employees, and the UNION will be notified.

9.2 One and one-half (1½) times the regular straight time rate will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in any one week. In no case shall overtime pay be paid twice for the same hours worked.

9.3 CITY agrees that each permanent 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 permanent full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified herein. The CITY and UNION will discuss the maximum number of hours in the work week prior to any reduction of hours on the part of the CITY. 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.

## ARTICLE 10

### CALL BACK:

10.1 An employee called in for work at a time other than his (her) normal scheduled shift (off duty) will be compensated for a minimum of two (2) hours for 6:00 a.m. - 8:00 a.m. and up to 11:00 p.m. on a normal work day and four (4) hours minimum at all other times paid at one and one-half (1½) times the employee's regular rate except on Saturdays and Sundays where the employee called in will be compensated for a minimum of two (2) hours between 6:00 a.m. and 4:30 p.m. An extension or earlier 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.

10.2 The CITY may assign such employee to any work which he/she normally performs during the call-back period.



ARTICLE 11

SENIORITY:

11.1 Seniority means the rights secured by permanent full-time employees by length of continuous service with the CITY. Seniority shall not be effective until a six (6) month probationary period has been successfully completed, after which seniority shall date back to the date of last hiring. Seniority rights shall apply to layoffs, scheduling of vacations, and transfers; that is, the last employee hired shall be the first laid off.

- A. Seniority shall be broken when an employee:
  - 1. terminates voluntarily or retires;
  - 2. is discharged;
  - 3. is absent for one (1) working day without properly notifying the Employer.
  - 4. fails to report for work after layoff within three (3) working days after being notified by mail at his/her last known address;
  
- B. No new permanent employees will be hired until all laid off employees who have seniority in that classification who are qualified to fill the open job have been given the opportunity to return to work.

ARTICLE 12

PROBATIONARY PERIODS (FOR WORK EVALUATIONS ONLY):

12.1 All newly hired or rehired (after twelve (12) months absence) employees will serve satisfactorily a six (6) month probationary period.

12.2 All employees will serve a six (6) month probationary period in any dissimilar job in which the employee has not served a probationary period.

12.3 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.

ARTICLE 13

HOLIDAYS:

13.1 Full-time employees shall be granted the following 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 year in which a general election is held throughout the State (General Election Day)

13.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in 2-18-603, MCA, 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.

13.3 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 (1½) times the regular hourly rate plus holiday pay.

13.4 If the employee is required to work on the designated holiday and is given a day off in lieu of the holiday, the employee will receive pay at the regular rate for every hour worked on the holiday.

13.5 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 14

## VACATION:

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

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

Vacations shall be posted so as to start on January 1 and end on December 31 of each year. If an employee desires to take his/her vacation other than the period requested he/she must contact his/her immediate supervisor and arrange for same. All vacations are to be based on each employee's anniversary day of hire.

All vacations will be posted between November 1 through December 31. Any protest over vacation dates must be submitted, in writing to the division head before January 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/she shall take his/her vacation. Employee may split vacation provided that in no event may be less than one week to be taken at any time nor may more than two vacation periods be scheduled in any one calendar year except that, with the approval of the division head, an employee may schedule as many as five (5) of his days to be taken one day at a time as long as all other vacation time is taken in at least one week segments and no more than two periods throughout the year. Seniority shall apply on first split only.

## ARTICLE 15

### SICK LEAVE:

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

15.2 Employee may take sick leave for the following reasons:

- (1) Personal illness, including doctor and dentist appointments. Employees are requested to give 24 hour prior notice of doctor and dentist appointments, except in case of emergencies, or unforeseen circumstances.
- (2) When urgently needed to care for an employee's spouse, children, mother, father, or any other member of the household who is ill; this may not exceed three (3) days at any one time.
- (3) When there is a death in the immediate family, five (5) days sick leave may be granted.

- (4) The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents, grandchildren and corresponding in-laws.
- (5) 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."

15.3 The Employer may require appropriate verification and or doctor's release for any absence which is charged to sick leave. If such verification is requested and not provided, the request for sick leave shall be disallowed.

15.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay:

- (1) Report thirty (30) minutes prior to shift to his/her supervisor the reason for absence.
- (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.

15.5 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.

15.6 "Leave of Absence" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation until the employee's return to his/her regular job.

15.7 Death Benefits: All personnel shall receive Public Employee's Retirement System death benefits which presently are as follows for beneficiaries of members who die before retirement:

- (1) Lump Sum. All contributions to P.E.R.S. plus interest and one (1) month's salary for each year of service up to six (6) years.

15.8 Sick Leave Donations: Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, and 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 UNION may donate one (1) day of sick leave to any CITY employee on an individual basis. Requests for donations must be approved by management. Maximum employee can receive or donate is fifteen (15) days in a calendar year.

ARTICLE 16

REST BREAK:

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 shift for all employees covered under the terms of this AGREEMENT.

ARTICLE 17

JURY DUTY:

An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of their service and forward the fees to the CITY. Juror fees shall be applied against the amount due 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) p.m. will be required to report back to work if not on annual leave.

ARTICLE 18

LEAVE OF ABSENCE:

Employees are eligible to apply for a leave of absence without pay for a period not to exceed six (6) months. 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. Employees must self-pay health insurance premiums while on an approved leave of absence.

ARTICLE 19

HOT 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/she shall be provided a hot meal by the CITY and be given a reasonable amount of time to eat. Employee will not be paid for any time utilized to eat.

For health purposes, all employees shall be provided clean-up facilities prior to meals. Morning meal limited to \$4.50 and evening meal to \$9.00.

ARTICLE 20

LONGEVITY:

For purposes of longevity only, time shall be computed from the date of an employee's permanent date of hire. The first payment under this provision will be made in December of 2002 for the longevity earned during the period of July 1, 2001 through June 30, 2002. The following schedule of benefits shall be paid to employees who accrue seniority 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	\$10.00 per month
After 15.0 years through the end of the 20th year	\$20.00 per month
After 20.0 years through the end of the 25th year	\$30.00 per month
After 25.0 years through the end of the 30th year	\$40.00 per month
After 30.0 years or more years	\$50.00 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 to be for twelve (12) months.

#### ARTICLE 21

##### AFFIRMATIVE ACTION POLICY:

The UNION and the CITY agree to cooperate in an Affirmative Action 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, or public assistance status.

#### ARTICLE 22

##### SUPPLEMENTAL AGREEMENT:

22.1 During the term of this AGREEMENT and any extensions hereof, no collective bargaining shall be had upon any matter covered by this AGREEMENT or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this AGREEMENT, unless mutually agreed by both parties.

#### ARTICLE 23

##### 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 provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the AGREEMENT shall continue in full force and effect. The CITY and the UNION agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

#### ARTICLE 24

##### DURATION:

This AGREEMENT shall continue in full force and effect from July 1, 2011 through June 30, 2013; and thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month's effective period either party shall serve written notice upon the other it desires cancellation, revision, or modification of any provision or provisions of this AGREEMENT. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes; and at least forty-five (45) days prior to the expiration date of the AGREEMENT, meetings to consider such changes shall be held by the parties.

In the event the parties do not reach a written agreement by the expiration date of or in the particular year as provided herein, then this AGREEMENT shall in all respect be deemed void and terminated.

The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

IN WITNESS WHEREOF, the UNION and the CITY have caused this AGREEMENT to be executed in their names by their duly authorized representatives at Great Falls, Montana, this \_\_\_\_ day of August, 2011.

FOR THE CITY OF GREAT FALLS

FOR THE UNION

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Plumbers and Fitters, Local #41

ATTEST:

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

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney



# SCHEDULE A

CITY OF GREAT FALLS, MONTANA  
AND  
PLUMBERS AND FITTERS LOCAL NO. 41

The following changes and additions are hereby made a part of the agreement effective July 1, 2011, between the City of Great Falls, Montana, and the Plumbers and Fitters Local No. 41, as fully and completely as if the same were set forth in its entirety therein.

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

	<u>July 1, 2011</u>		<u>July 1, 2012</u>	
	2% increase = 52¢/hr. Defer: 25¢ on pension = net increase of 27¢		1.75% increase = 47¢/hr. Defer: 25¢ on pension = net increase of 22¢/hr.	
<u>TITLE</u>	<u>New Hire</u>	<u>6 months</u>	<u>New Hire</u>	<u>6 months</u>
Maintenance Plumbers	\$22.47	\$23.10	\$22.69	\$23.32
Plumbing Inspectors	\$22.47	\$23.10	\$22.69	\$23.32
Master of Record	\$22.47	\$23.10	\$22.69	\$23.32
Apprentice:		<u>7/1/11</u>	<u>7/1/12</u>	
1 <sup>st</sup> year - 55% of Journeyman rate:		\$12.71	\$12.83	
2 <sup>nd</sup> year - 65% of Journeyman rate:		\$15.02	\$15.16	
3 <sup>rd</sup> year - 75% of Journeyman rate:		\$17.33	\$17.49	
4 <sup>th</sup> year - 85% of Journeyman rate:		\$19.64	\$19.82	
5 <sup>th</sup> year - 95% of Journeyman rate:		\$21.95	\$22.15	

Work for the City that ordinarily would not require a building inspector's permit for new construction by any company, private or public, shall be considered "maintenance work." In exception to the aforesaid, the City maintenance plumbers shall be allowed to do remodeling and new work for the City. Water meter installation, repair and maintenance shall be performed utilizing management's discretion.

## II

All plumbing work for the City of Great Falls shall be accomplished by licensed plumbers, in accordance with Montana State Law and state and local code. All recognized pipe related work performed by other jurisdictions at the present time shall continue.

Work not requiring a permit is defined as maintenance work. Maintenance work includes the stopping of leaks in drains, soil, waste or vent pipe, clearing of stoppages, and repairing of leaks in pipes, valves, or fixtures, when such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

The Master Plumber is responsible for assuring that all work performed by City Plumbers is in compliance with state and city plumbing codes.

## III

Whenever the City requests temporary employees for maintenance work, the UNION shall furnish such employees; and they shall receive the same rate of pay and union pension contributions as provided in the current contract with the City.

## IV

Upon approval to recruit for a position covered by this agreement, 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.

SCHEDULE B

CITY OF GREAT FALLS, MONTANA  
AND  
PLUMBERS AND FITTERS LOCAL NO. 41

SPECIAL CONDITIONS

1. Special Conditions - Inspectors:
  - A. The UNION shall have jurisdiction over those employees of the CITY classified as Plumbing Inspectors only.
  - B. Applicants for the position of Plumbing Inspector shall possess at least one of the following qualifications:
    - (1) Master's license in the plumbing 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 year's work experience in the appropriate discipline at the time of employment;
    - (4) A minimum of five year's work experience in the appropriate discipline at the time of employment.
  - C. 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);
    - (3) Necessary for efficiency of operation.
2. Plumbing Inspectors, Maintenance Plumbers and Master of Record:
  - A. PENSION:  
The CITY shall contribute three dollars and fifty cents (\$3.50) effective 7/1/11, increasing to three dollars and seventy-five cents (\$3.75) effective 7/1/12 to the Plumbers and Pipefitters National Pension Fund for each hour for which a Plumbing Inspector, Maintenance Plumber or Master of Record receives pay.
  - B. HEALTH INSURANCE:

The Employer agrees to provide non-occupational health and accident 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 employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance 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 7/1/11 and all increases in premiums through the duration of this agreement will be shared with the City paying 90% (ninety percent) of the increase (Column B below) and the employee paying 10% (ten percent) of the increase.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/11, for each eligible employee covered by this Agreement into the City's Health Insurance Plan.

Coverage	7/1/11		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	\$80	\$26
Ee & Child(ren)	\$783	\$80	\$84
Ee & Spouse	\$783	\$80	\$88
Family	\$783	\$80	\$116

- 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.

- C. The CITY will designate one (1) Master of Record who shall be paid one dollar (\$1.00) per hour worked over the regular rate. The Master of Record is responsible for assuring that the work performed by CITY Plumbers is in compliance with State and City Plumbing Codes. The Master of Record performs duties which require him/her to regulate peers.

3. Apprentices

A. PENSION:

Employers contributing to the Plumbers and Fitters National Pension Fund for apprentices shall be remitted at the rate of 50% of the contribution rate for journeyman. Therefore, the City shall contribute one dollar and seventy-five cents (\$1.75) effective 7/1/11, increasing to one dollar and ninety cents (\$1.90) effective 7/1/12 to the Plumbers and Fitters National Pension Fund for each hour for which an apprentice receives pay, to the Apprentice Training Fund.

B. HEALTH INSURANCE

The City agrees to contribute the same amounts as listed in Item 2 (B) above.



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

**From:** City Manager's Office

**Initiated By:** Linda Williams, Human Resources Manager

**Presented By:** Linda Williams, Human Resources Manager

**Action Requested:** Approve Labor Agreement

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the International Brotherhood of Electrical Workers, Local #233, and authorize the City Manager to execute the agreement.”

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

---

**Staff Recommendation:** Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the International Brotherhood of Electrical Workers, Local Union #233.

**Background:** This agreement covers five employees: one Electrical Inspector, one Electrician, one Water Plant Operations Foreman and two Traffic Signal Technicians. The previous two year labor agreement with IBEW expired June 30, 2011. The terms of the proposed agreement extend the agreement for two years, from July 1, 2011 through June 30, 2013.

The major changes from the previous agreement include:

1. **Article 2, Term of the Agreement**

The dates in Section 2.1 were changed to reflect the terms of the two year contract, 7/1/11 – 6/30/13. Section 2.3 was modified so proposed changes to the contract must be given no later than at the first negotiating meeting.

2. **Article 11, Call Back, Section 11.2 Standby**

Language was added requiring an employee placed on standby to carry a cell phone provided by the City and respond within one hour.

The City has to notify the employee at the end of their normal shift that they are being placed on standby. The amount of pay the employee receives for being placed on standby was increased from two hours of overtime to four hours of regular pay.

3. **Article 16, Sick Leave**

A new subsection 4, Parental Leave, was added under Section 16.2 that stipulates birth fathers and adoptive parents can use up to 120 hours of accrued sick leave.

4. **Schedule A, Wages**

The salary schedule was updated to reflect a 2% increase effective 7/1/11 and a 1.75% increase 7/1/12, less the amount the employees voted to defer from their hourly rate to increase their pension contribution. The employees voted to defer (subtract) 10¢ from their hourly rate in each of the two years to increase their pension contribution.

5. **Schedule B, Item 4 (A)(2), Eighth District Electrical Pension Fund**

The pension contribution amounts were updated to reflect the 10¢ per hour the employees deferred to go towards their pension contribution. Effective 7/1/11, the pension contribution will be \$1.35 per hour, increasing to \$1.45 effective 7/1/12.

6. **Schedule B, Item 4 (A)(3), Health Insurance**

The City contribution amount added into the base for retirement enhancement purposes effective 7/1/11 was capped at \$783. The total amount the City contributes towards the health insurance premium is \$863. The amount over \$783 (\$80) is paid the same as any other benefit.

Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

The schedule was updated to reflect current City contribution and employee contribution amounts.

**Concurrences:** The IBEW members voted to ratify the proposed agreement.

**Fiscal Impact:** The proposed contract provides for a 2% increase effective 7/1/11, and a 1.75% increase effective 7/1/12.

Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

**Attachments/Exhibits:**

1. Proposed labor agreement between the City of Great Falls and the IBEW

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, 2011 – June 30, 2013



TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	
Recognition and Purpose .....	1
ARTICLE 2	
Term of the Agreement .....	1
ARTICLE 3	
Successors .....	2
ARTICLE 4	
Definitions .....	2
ARTICLE 5	
Union Security .....	3
ARTICLE 6	
Strikes and Lockouts.....	4
ARTICLE 7	
Management Rights .....	5
ARTICLE 8	
Employee Rights/Grievance .....	5
ARTICLE 9	
Wages and Pay Periods.....	7
ARTICLE 10	
Hours of Work and Overtime .....	7
ARTICLE 11	
Call Back.....	8
ARTICLE 12	
Seniority .....	8
ARTICLE 13	
Probationary Periods (For Work Evaluations Only).....	9
ARTICLE 14	
Holidays .....	9
ARTICLE 15	
Vacation .....	10

TABLE OF CONTENTS  
(Cont.)

	<u>Page</u>
ARTICLE 16	
Sick Leave.....	10
ARTICLE 17	
Family and Medical Leave .....	12
ARTICLE 18	
Temporary Assignments .....	12
ARTICLE 19	
Rest Break.....	12
ARTICLE 20	
Severance Pay .....	12
ARTICLE 21	
Jury Duty.....	13
ARTICLE 22	
Leave of Absence.....	13
ARTICLE 23	
Hot Meal .....	13
ARTICLE 24	
Longevity .....	13
ARTICLE 25	
Affirmative Action Policy.....	14
ARTICLE 26	
Supplemental Agreement.....	14
ARTICLE 27	
Savings Clause .....	14
SCHEDULE A.....	15
SCHEDULE B.....	15

# AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the \_\_\_ day of July, 2011, 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, 2011 and shall remain in effect until June 30, 2013, 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. "Permanent employee" means an employee who is assigned to a position designated as permanent in the City's budget.
- C. "Temporary employee" means an employee assigned to a position designated as temporary in the City's budget, created for a definite period of time not to exceed nine (9) months.
- 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 Section 39-31-204 of the Montana Statutes, 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 IV.

- 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 4.1. 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 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 The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration. 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 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 or disputes 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.
- 3.    The remedy requested.

B.    No grievance shall be considered or processed unless it is submitted

within fifteen (15) 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 for adjustment.
- STEP 5 If within ten (10) calendar days the grievance has not been settled, it may be submitted to arbitration for adjustment by either party.
- A. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the American Arbitration Association. 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. 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 by the two parties equally, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made, provided, however, it pays for the record. 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 grievance is not appealed to the next step in 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 week 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 worked out 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 permanent 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 permanent 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 at a time other than his (her) normal scheduled shift (off duty) will be compensated for a minimum of two (2) hours overtime from two (2) hours before the start of their scheduled shift and four (4) hours from the end of the scheduled shift on a normal work day.

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 extension or earlier 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 be able to respond within one (1) hour. The standby period is defined as any consecutive 24-hour period. The employee must be notified 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 pay for the standby period in addition to any call back compensation.

11.3 Bargaining unit members who are required to make 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.

ARTICLE 12

SENIORITY

Seniority means the rights secured by permanent 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) quit; (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 to the City; (e) absence from CITY employment for layoff or illness for twelve (12) or more months. No new permanent 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.

ARTICLE 13

PROBATIONARY PERIODS (FOR WORK EVALUATIONS ONLY):

- 13.1 All newly hired or rehired (after twelve (12) months absence) employees will serve satisfactorily a six (6) month probationary period.
- 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 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 2-18-603, MCA, 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:

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.

Vacations shall be bulletined so as to start on January 1 and end on December 31 of each year. If an employee desires to take his vacation other than the period requested he must contact his immediate supervisor and arrange for same. All vacations are to be based on each employee's anniversary day of hire.

All vacations will be bulletined between November 1 through December 31. Any protest over vacation dates must be submitted, in writing, to the division head before January 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. Employee may split 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, except that, with the approval of the division head, an employee may schedule as many as five (5) of his days to be taken one day at a time as long as all other vacation time is taken in at least one-week segments, and no more than two periods throughout the year. Seniority shall apply on first split only.

## 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 three (3) days at any one time.

3. When there is a death in the immediate family, five (5) days sick leave may be granted. The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents and corresponding in-laws.
  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.
- 16.3 A doctor'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 as soon as reasonable possible prior to the beginning of the shift to his (her) division head the reason for absence.
  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 "Leave of Absence" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his regular job.
- 16.7 Death Benefits. All personnel shall receive Public Employment Retirement System death benefits, which presently are as follows for the beneficiaries of members who die before retirement.
1. Lump sum. All contributions to PERS plus interest and one (1) month's salary for each year of service up to six (6) years.
- 16.8 SICK LEAVE DONATIONS. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, and 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. Maximum employee can receive or donate is fifteen (15) days in a calendar year.
- 16.9 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, MCA 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:

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, he/she shall receive the higher rate of pay for all actual hours worked at the higher rated position.

ARTICLE 19

REST BREAK:

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 for all employees covered under the terms of this Agreement.

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 quitting the CITY will give a minimum of fourteen (14) calendar days notice or be 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 amount due 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 apply 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

### HOT 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 a hot meal by the CITY and given a reasonable amount of time to eat. Employee will not be paid for any time utilized to eat.

For health purposes, all employees shall be provided clean up facilities prior to meals. Morning meal limited to \$7.50 and evening meal to \$10.00, or an amount equal to other bargaining unit's meal allowance, whichever is greater.

## 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	\$10.00 per month
After 15.0 years through the end of the 20th year	\$20.00 per month
After 20.0 years through the end of the 25th year	\$30.00 per month
After 25.0 years through the end of the 30th year	\$40.00 per month
After 30.0 years or more years	\$50.00 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 to be for twelve (12) months. Longevity pay to be in separate check to the employee.

#### ARTICLE 25

##### AFFIRMATIVE ACTION POLICY:

The UNION and the CITY agree to cooperate in an Affirmative Action 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, or public assistance status.

#### ARTICLE 26

##### SUPPLEMENTAL AGREEMENT:

26.1 During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, 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.

### 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:

<u>TITLE</u>	<u>EFFECTIVE</u>	
	<u>JULY 1, 2011</u> *(2% increase)	<u>JULY 1, 2012</u> *(1.75% increase)
Master Electrician	\$24.93	\$25.31
Electrician	\$23.37	\$23.72
Traffic Signal Technician	\$23.37	\$23.72
Code Inspector	\$23.37	\$23.72
**Water Plant Operations Foreman	\$22.01	\$22.34

\*Members voted to defer 10¢/hr. of each year's increase to go towards increasing their pension contribution.

\*\*When the Water Plant Operator II's covered by the Crafts Council labor agreement receive a market adjustment, in addition to the cost of living increase negotiated between the City of Great Falls and the Crafts Council, the City agrees to adjust the Water Plant Operations Foreman's rate of pay by the same market adjustment amount.

## 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) The Union shall have jurisdiction over those employees of the City classified

as 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);
  - (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.

The City is obligated to pay the 3% of gross monthly payroll for the Master Electrician, Electrician, Traffic Signal Technician, Code Inspector and Water Plant Operations Foreman.

- (2) The sum of one dollar and thirty-five cents (\$1.35) per hour effective 7/1/11, increasing to one dollar and forty-five cents (\$1.45) effective 7/1/12, per man for all hours paid on Master Electrician, Electrician, Traffic Signal Technician, Code Inspector, and Water Plant Operations Foreman employed 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.

Effective 8/1/09, in accordance with Addendum I, a supplemental pension contribution in the amount of 31¢/hr. shall be contributed to the Pension Fund. The City will pay 10¢/hr. and the employees will pay 21¢/hr. by reducing their hourly pay 21¢/hr. When the supplemental pension contribution is no longer needed, the 21¢/hr. shall go back to the hourly rate of the employees, and the City will no longer contribute the 10¢/hr.

(3) HEALTH AND ACCIDENT INSURANCE

The Employer agrees to provide non-occupational health and accident 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 employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance 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 7/1/11 and all increases in premiums through the duration of this agreement will be shared with

the City paying 90% (ninety percent) of the increase (Column B below) and the employee paying 10% (ten percent) of the increase.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/11, for each eligible employee covered by this Agreement into the City's Health Insurance Plan.

Coverage	7/1/11		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	\$80	\$26
Ee & Child(ren)	\$783	\$80	\$84
Ee & Spouse	\$783	\$80	\$88
Family	\$783	\$80	\$116

- 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, there shall be paid in addition to the regular hourly wage, a shift differential of twenty-five (25¢) per hour for the evening shift and thirty-five cents (35¢) per hour for the midnight to morning shift. For shift differential pay calculation, the 25¢ per hour rate will be from 4:00 p.m. to midnight and the 35¢ per hour rate from midnight to 8:00 a.m. Employees assigned to special work schedules will be paid the shift differential for that shift whether they actually work the shift or not.
- (5) A lead worker, designated by the City, shall be paid sixty cents (60¢) per hour over the regular rate.

AGREED to and dated this \_\_\_\_ day of July, 2011.

FOR THE CITY OF GREAT FALLS

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

---

Greg Doyon, City Manager

---

Keith Allen, Business Manager

ATTEST:

---

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

---

James W. Santoro, City Attorney



**Item:** Labor Agreement between the City of Great Falls and the Painters Local #260  
**From:** City Manager's Office  
**Initiated By:** Linda Williams, Human Resources Manager  
**Presented By:** Linda Williams, Human Resources Manager  
**Action Requested:** Approve Labor Agreement

---

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Painters Local #260, and authorize the City Manager to execute the agreement"

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

---

**Staff Recommendation:** Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the Painters Local #260.

**Background:** This labor agreement covers one Painter. The previous two-year labor agreement with Painters Local #260 expired June 30, 2011. The terms of the proposed agreement extend the agreement for two years, from July 1, 2011 through June 30, 2013.

The major changes from the previous agreement include:

1. **Article 15, Sick Leave**

A new subsection 5, Parental Leave, was added under Section 15.2 that stipulates birth fathers and adoptive parents can use up to 120 hours of accrued sick leave.

2. **Article 25, Duration**

The dates were changed to reflect the duration of the agreement, 7/1/11 – 6/30/13.

3. **Schedule A, Wages**

The salary schedule was updated to reflect a 2% increase, less the amount the Painter voted to defer from his hourly rate to increase his pension contribution. The Painter chose to defer (subtract) 10¢ from his hourly rate in each of the two years to increase his current pension contribution.

4. **Schedule B, Item 3(A)(1)(b), IBPAT Union and Industry Pension Fund**

The pension contribution amounts were updated to reflect the 10¢ per hour the Painter deferred to go towards his pension contribution. Effective 7/1/11, the pension contribution will be \$2.40 per hour, increasing to \$2.50 per hour effective 7/1/12.

5. **Schedule B, Item 3(A)(6), Health Insurance**

The City contribution amount added into the base for retirement enhancement purposes effective 7/1/11 was capped at \$783. The total amount the City contributes towards the health insurance premium is \$863. The amount over \$783 (\$80) is paid the same as any other benefit.

Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

The schedule was updated to reflect current City contribution and employee contribution amounts.

6. **Article 25, Duration**

The term of the agreement was changed to reflect the dates of the two-year agreement from 7/1/11 – 6/30/13.

**Concurrences:** The Painter voted to ratify the proposed agreement.

**Fiscal Impact:** The proposed contract provides for a 2% increase effective 7/1/11, and a 1.75% increase effective 7/1/12.

Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employee contributing 10% of the increase.

**Attachments/Exhibits:**

1. Proposed labor agreement between the City of Great Falls and the Painters Local #260



A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS

AND

PAINTERS LOCAL #260

July 1, 2011 - June 30, 2013

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	1
ARTICLE 1	
Recognition and Purpose .....	1
ARTICLE 2	
Successors .....	1
ARTICLE 3	
Definitions .....	2
ARTICLE 4	
Union Security .....	2
ARTICLE 5	
Strikes and Lockouts .....	4
ARTICLE 6	
Management Rights .....	5
ARTICLE 7	
Employee Rights/Grievance .....	6
ARTICLE 8	
Wages and Pay Periods .....	10
ARTICLE 9	
Hours of Work and Overtime .....	10
ARTICLE 10	
Call Back .....	10
ARTICLE 11	
Seniority .....	11
ARTICLE 12	
Probationary Periods (For Work Evaluations Only) .....	11
ARTICLE 13	
Holidays .....	12
ARTICLE 14	
Vacation .....	13

TABLE OF CONTENTS

ARTICLE 15	
Sick Leave.....	14
ARTICLE 16	
Family and Medical Leave .....	15
ARTICLE 17	
Rest Break.....	15
ARTICLE 18	
Severance Pay .....	16
ARTICLE 19	
Jury Duty.....	16
ARTICLE 20	
Leave of Absence.....	16
ARTICLE 21	
Hot Meal .....	17
ARTICLE 22	
Affirmative Action Policy.....	17
ARTICLE 23	
Supplemental Agreement.....	17
ARTICLE 24	
Savings Clause .....	18
ARTICLE 25	
Duration .....	18
SCHEDULE A.....	20
SCHEDULE B .....	21

## **AGREEMENT**

THIS AGREEMENT, made and entered into at Great Falls as of the \_\_\_ day of August, 2011, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY" and PAINTERS LOCAL #260, hereinafter referred to as the "UNION", the parties have mutually agreed as follows:

### **PREAMBLE**

The City and Union have entered into a partnership to find ways to maintain cost effective and quality services to better serve the citizens of Great Falls.

### **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 Painters Local #260 shall be maintained during the term of the Agreement.

### **ARTICLE 2**

#### **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 3**

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. "Permanent employee" means an employee who is assigned to a position designated as permanent in the City's Budget.
- C. "Temporary position" means an employee assigned to a position designated as temporary in the City's Budget, created for a definite period of time but not to exceed nine (9) months. Permanent employees will not be displaced with and/or by temporary employees.
- 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 4

UNION SECURITY:

- 4.1 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 Section 39-31-204 of the

Montana Statutes, 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.

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

4.3 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.

4.4 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 the UNION.

4.5 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 4.

- 4.6 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 4.1. 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 5

##### STRIKES AND LOCKOUTS:

- 5.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this Agreement.
- 5.2 It is mutually agreed that there will be no strikes, lockouts or cessations of work by either party on account of labor difficulties during the life of this Agreement.
- 5.3 It is agreed that the above provision shall not apply in the event no collective bargaining settlement is reached at the termination date of this Agreement.
- 5.4 It shall not be a violation of this Agreement to refuse to cross a legal picket line.
- 5.5 The UNION and the CITY agree that "strikes" and "lockout" will not prevent the UNION or the CITY from providing emergency operation of the water and wastewater system that are essential to the health, welfare and safety of the public.
- 5.6 The UNION may "strike" the CITY on any issue that the City does not agree to settle by

binding arbitration. The CITY may "Lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

- 5.7 It is understood that the City is obligated under state law to award contract to the lowest responsible bidder regardless of union or nonunion affiliation. The CITY agrees that employees covered under this agreement will not be assigned to such contracted projects. The UNION agrees that awarding of such contracts will not effect the performance of duties by employees covered under this agreement.

## ARTICLE 6

### 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 lack of work or funds or under 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 of 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 7

### EMPLOYEE RIGHT/GRIEVANCE:

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

Step 1. The employee and or Union Steward will discuss the grievance with the employee's immediate Supervisor in an attempt to resolve the grievance within fifteen (15) working days (Monday – Friday) of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday – Friday) to respond to the employee and/or Steward.

Step 2. If the response from the Supervisor is not satisfactory, the employee and/or Steward shall contact the Union, and the Union shall, within ten (10) working days (Monday – Friday) of the response of the Supervisor in Step 1, reduce the grievance to writing and submit the grievance to the Division Supervisor.

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.
3. The remedy requested.

The Division Supervisor and the Union shall meet within ten (10) working days (Monday – Friday) to discuss the grievance and attempt to resolve the grievance. The Division Supervisor shall have five (5) working days (Monday – Friday) from the date of the meeting to respond to the Union with his/her decision in writing.

- Step 3. If the response from the Division Supervisor is not satisfactory to the Union, the Union may within ten (10) working days (Monday – Friday) submit the grievance, in writing, to the Department Head for adjustment. The Department Head shall respond back to the Union within five (5) working days (Monday – Friday), in writing, with the City’s decision.
- Grievances regarding termination of employment shall be submitted by the Union, in writing, to the Department Head at Step 3.
- Step 4. If the response from the Department Head is not satisfactory to the Union, the Union may within ten (10) working days (Monday – Friday) submit the grievance in writing to the City Manager or his designee for adjustment. The City Manager or his designee shall respond back to the Union within ten (10) working days (Monday – Friday) in writing with the City’s decision.
- Step 5. If the grievance is not settled in Step 4, the Union and the Employer shall, within five (5) working days (Monday – Friday), agree to a date, time and place to convene a joint committee of two (2) representatives of the Union and two (2) representatives from the City to hear the grievance. The committee shall render a decision within five (5) working days (Monday – Friday) from the date of the hearing.
- Step 6. If the grievance is not settled in Step 5, either party may within ten (10) working days (Monday – Friday) submit the grievance to Alternative Dispute Resolution (Third Party Resolution) to either the Federal Mediation and Conciliation Service or the Montana Board of Personnel Appeals.
- A. The recommended decision in Alternative Dispute Resolution on any

grievance involving a monetary issue, including those related to hours and working conditions, which could have an apparent economic effect or impact of less than eight hundred dollars (\$800.00), shall be final and binding on all parties.

- B. The recommended decision in an Alternative Dispute Resolution on any grievance involving a monetary issue exceeding eight hundred dollars (\$800.00) shall not be final and binding and may be rejected by either party. If the recommended decision is acceptable to all parties, the grievance shall be deemed settled.
- C. If the City and the Union cannot agree whether a grievance has an economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the case in Alternative Dispute Resolution shall make the decision and it shall be final and binding on all parties.
- D. City shall present claims or grievances, in writing, to the Union.
- E. Alternative Dispute Resolution Authority: in any case where Alternative Dispute Resolution is utilized, the person hearing the grievance shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The person hearing the grievance shall consider and decide only the specific issue(s) submitted in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted. The person hearing the grievance shall be without power

to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of Alternative Dispute Resolution shall be borne by the two parties, equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Step 7. If the grievance is not settled in Step 6, either party may seek further judicial determination.

7.2 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step in 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 8

### WAGES AND PAY PERIODS

Attached hereto and made a part hereof by reference as Schedule A is a list of 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 payday. The CITY proposes to change the pay periods from semi-monthly to bi-weekly, if every other unit agrees to the change.

## ARTICLE 9

### HOURS OF WORK AND OVERTIME

9.1 In compliance with the Fair Labor Standards Act (FLSA), the work period will consist of seven (7) consecutive 24-hour periods. Any hours worked in excess of forty (40) during the designated work period will be paid at one and one-half (1½) times the employee's regular rate of pay.

## ARTICLE 10

### CALL BACK

10.1 An employee called in for work at a time other than his (her) normal scheduled shift (off duty) will be compensated for those hours actually worked on a straight time basis. Any hours worked in excess of forty (40) in a work week will be paid at one and one-half (1½) times the employee's regular rate of pay.

10.2 Employees required to be on call as standby shall be credited a minimum of two (2) hours as time worked if he/she is actually called back to work. Standby assignments shall be for a fixed predetermined period of time not to exceed twenty-four (24) hours. Any hours worked in excess of forty (40) in a work week will be paid at one and one-half (1½) times the employee's regular rate of pay.

## ARTICLE 11

## SENIORITY

11.1 Seniority means the rights secured by permanent full-time employees by length of continuous service with the City. Seniority rights shall apply to layoffs, 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 successfully 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 nine (9) months continuous service.

11.2 Seniority shall be broken when an employee:

1. terminates voluntarily or retires;
2. is discharged;
3. fails to report for work after layoff within three (3) working days after being notified by mail at their last known address;
4. is laid off for seven (7) consecutive months.

11.3 Employees to be laid off shall be given ten (10) working days advance notice of layoff.

## ARTICLE 12

### PROBATIONARY PERIODS (FOR WORK EVALUATIONS ONLY)

12.1 All newly hired or rehired (after twelve (12) months absence) employees will serve satisfactorily a six (6) month probationary period.

12.2 All employees will serve a six (6) month probationary period in any dissimilar job in which the employee has not served a probationary period.

12.3 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.

## ARTICLE 13

### HOLIDAYS:

13.1 Full-time employees shall be granted the following holidays:

- a. New Year's Day, January 1;
- b. Martin Luther King Jr. Day, 3rd Monday in January;
- c. Lincoln's and Washington's Birthday, 3rd Monday in February;
- d. Memorial Day, last Monday in May;
- e. Independence Day, July 4;
- f. Labor Day, first Monday in September;
- g. Veterans' Day, November 11;
- h. Thanksgiving, fourth Thursday and Friday in November;
- i. Christmas, December 25;
- j. Every day in which a general election is held throughout the State  
(General Election Day).

13.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in 2-18-603, M.C.A., 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.

13.3 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 (1½) times the regular hourly rate plus holiday pay.

13.4 If the employee is required to work on the designated holiday and is given a day off in lieu of the holiday, the employee will receive pay at the regular rate for every hour

worked on the holiday.

- 13.5 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 14

##### VACATION:

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.

Vacations shall be bulletined so as to start on January 1 and end on December 31 of each year. If an employee desires to take his vacation other than the period requested he must contact his immediate supervisor and arrange for same. All vacations are to be based on each employee's anniversary day of hire.

All vacations will be bulletined between November 1 and December 31. Any protest over vacation dates must be submitted, in writing, to the division head before January 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. Employee may split 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, except that, with the approval of the division head, an employee may schedule as many as five (5) of his days to be taken one day at a time as long as all other vacation time is taken in at least one-week segments, and no more than two periods



throughout the year. Seniority shall apply on first split only.

## ARTICLE 15

### SICK LEAVE

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

15.2 Employee may take sick leave for the following reasons:

1. Personal illness;
2. Doctor and Dentist appointments;
3. When urgently needed 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 three (3) days at any one time.
4. When there is a death in the immediate family, up to five (5) days sick leave may be granted. The "immediate family" shall mean: spouse, children, mother, father, brothers, sisters, grandparents and immediate family of spouse.
5. 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.

15.3 The Employer may require appropriate verification and/or Doctor's release for any absence which is charged to sick leave where abuse is suspected. Employer may still require a "fitness for duty" release. If such verification is requested and not provided, the request for sick leave shall be disallowed.

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

1. Report 30 minutes prior to shift to his (her) immediate supervisor the reason for absence.
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.

15.5 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.

15.6 "Leave of Absence" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his regular job.

15.7 Death Benefits. All personnel shall receive Public Employment Retirement System death benefits which presently are as follows for the beneficiaries of members who die before retirement.

1. Lump Sum. All contributions to PERS plus interest and one (1) month's salary for each year of service up to six (6) years.

#### ARTICLE 16

#### FAMILY AND MEDICAL LEAVE:

- A. As referenced in the City Policy Manual.
- B. As referenced in FMLA documentation.

#### ARTICLE 17

#### REST BREAK:

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

#### ARTICLE 18

#### SEVERANCE PAY:

Any permanent 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 quitting the CITY will give a minimum of

fourteen (14) calendar days notice or be terminated not in good standing and will not be eligible for rehire.

## ARTICLE 19

### 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 amount due 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 two (2:00) p.m. will be required to report back to work if not on annual leave.

## ARTICLE 20

### LEAVE OF ABSENCE:

It is understood and agreed by the parties hereto that the CITY may grant leave of absence to employees of up to six (6) months, provided, however, that such employee shall not accrue any benefits, including but not limited to, sick leave and vacation leave. The granting and extent of the leave of absence without pay is at the discretion of the CITY. Existing seniority rights will be frozen during the term of said leave. Said leave is to be granted under the terms of conditions set by the City Manager. A copy of said terms and conditions shall be on file in the Personnel Office at all times.

## ARTICLE 21

### HOT MEAL:

In the event an employee is required to work more than four (4) hours overtime following a regular shift and for each additional five (5) hours of overtime he shall be provided a hot meal by the CITY and given a reasonable amount of time to eat. Employee will not be paid for time utilized to

eat over one-half (1/2) hour.

For health purposes, all employees shall be provided clean facilities prior to meals. Morning meal limited to 4.50 and evening meal to \$7.00.

## ARTICLE 22

### AFFIRMATIVE ACTION POLICY:

The UNION and the CITY agree to cooperate in an Affirmative Action Program to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions or employment because of age, race, religion, sex, national origin, marital status, or public assistance status.

## ARTICLE 23

### SUPPLEMENTAL AGREEMENT:

22.1 During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, unless mutually agreed by both parties.

## ARTICLE 24

### SAVINGS CLAUSE:

In the event any Federal and State law or final decision of a court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The CITY and UNION agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

## ARTICLE 25

### DURATION:

This Agreement shall continue in full force and effect until June 30, 2013. Thereafter, the agreement shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to June 30, 2013, or sixty (60) days prior to the end of any twelve (12) months effective period either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least forty-five (45) days prior to the expiration of the Agreement, meetings to consider such change shall be held by the parties.

In the event the parties do not reach a written agreement by the expiration date of or in the particular year as provided herein, then this Agreement shall in all respects be deemed void and terminated.

The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

IN WITNESS WHEREOF, THE UNION and the CITY have caused this Agreement to be executed in their names by the duly authorized representatives at Great Falls, MT, this \_\_\_\_ day of August, 2011.

FOR THE CITY OF GREAT FALLS

FOR PAINTERS LOCAL #260

---

Greg Doyon, City Manager

---

Painters Local #260

ATTEST:

---

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT

---

James W. Santoro, City Attorney

## SCHEDULE A

CITY OF GREAT FALLS

AND

PAINTERS LOCAL #260

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

TITLE

EFFECTIVE

Painter	<u>7/1/11</u>	<u>7/1/12</u>
	2% = .36¢ 10¢/hr. deferred to pension 26¢/hr. added to hourly rate	1.75% = 32¢/hr. 10¢/hr. deferred to pension 22¢/hr. added to hourly rate
	\$16.13	\$16.35

## **SCHEDULE B**

CITY OF GREAT FALLS,  
MONTANA

AND

CITY OF GREAT FALLS  
PAINTERS LOCAL #260

### 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 jobs require work schedules. In those cases, the Supervisor shall designate the work week with as much advance notice as possible.
2. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System as provided by State Law.
3. Union Pension & Insurance Plans: The CITY agrees to pay directly to any pension plan

designated by any of the UNIONS that are a party to this AGREEMENT an amount specified by said UNION for all hours compensated for the CITY to full-time permanent employees. The CITY further agrees to contribute amounts outlined below into the various pension and insurance plans for all full-time permanent employees. Any additional contributions specified by the UNIONS for the duration of this AGREEMENT will be deducted from employee's base pay.

A. PAINTERS:

1. (a) Commencing with the first day of July, 1987, and for the duration of this agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IBPAT Union and Industry National Pension Fund for each full-time permanent employee covered by this Agreement as follows:
  - b) For each hour or portion thereof, for which a full-time permanent employee receives pay, the Employer shall make a contribution of two dollars and forty cents (\$2.40) per hour to the above name Pension Fund effective 7/1/11, increasing to two dollars and fifty cents (\$2.50) per hour effective 7/1/12.
  - c) Contributions shall be paid on behalf of any full-time permanent employee starting with the employee's first day of employment.
  - d) The payments of the Pension Fund required above shall be made to the IBPAT Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.
2. The Employer hereby irrevocably designates as its representative on the Board of Trustees



such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

3. All contributions shall be made at such time and in such manner as the Trustees required and the Trustees shall have the authority to have an independent Certified Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contribution to the Pension Fund.
4. If an Employer fails to make contributions to the Pension fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement, if the Union so desires.
5. The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

6. HEALTH INSURANCE

The Employer agrees to provide non-occupational health and accident 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 employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance 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 7/1/11 and all increases in premiums through the duration of this agreement will be shared with the City paying 90% (ninety percent) of the increase (Column B below) and the employee paying 10% (ten percent) of the increase.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/11, for each eligible employee covered by this Agreement into the City's Health Insurance Plan.

Coverage	7/1/11		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	\$80	\$26
Ee & Child(ren)	\$783	\$80	\$84
Ee & Spouse	\$783	\$80	\$88
Family	\$783	\$80	\$116

- a. The City reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- b. The City shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

IN WITNESS WHEREOF, THE UNION and the CITY have caused this Agreement to be executed in their names by the duly authorized representatives at Great Falls, MT, this \_\_\_\_ day of August, 2011.

FOR THE CITY OF GREAT FALLS

FOR PAINTERS LOCAL #260

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

\_\_\_\_\_  
Painters Local #260

ATTEST:

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

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

---

James W. Santoro, City Attorney



**Item:** Labor Agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA)

**From:** City Manager's Office

**Initiated By:** Linda Williams, Human Resources Manager

**Presented By:** Linda Williams, Human Resources Manager

**Action Requested:** Approve Labor Agreement

---

**Suggested Motion:**

1. Commissioner moves:

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

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

---

**Staff Recommendation:** Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the Great Falls Police Protective Association.

We are pleased to report that the negotiating sessions were respectful, constructive, and completed in only three meetings. Both the City negotiating team and the GFPPA team, led by Master Police Officer Doug Mahlum, identified key contractual issues, presented options and came to an agreement that benefits the employees and the City.

**Background:** The previous two-year agreement expired June 30, 2011. The terms of the proposed agreement extend the agreement for two years, from July 1, 2011 through June 30, 2013.

The goal of both parties from the onset was to ensure the City's ability to attract and retain qualified police officers. Market competitiveness is critical when recruiting police officer applicants who compare wages and benefits of other Montana communities. Great Falls is positioned in the middle range of other Class I cities. The City has endeavored to remain competitive by periodically conducting salary surveys, making adjustment when necessary, and negotiating collective bargaining agreements that have reasonable wage adjustments.

After reviewing data from other communities, the proposed agreement includes a 1.5% market adjustment in the first year of the agreement and a .5% market adjustment in the second year.

The changes from the previous agreement include:

1. Article 8, Section 8.1, Overtime  
Language was added in a new subsection h regarding how police officers are paid when an outside agency contracts with the Great Falls Police Department to provide law enforcement services at an event. Police Officers who work the event are paid at time and one-half their hourly rate for actual hours worked, with a four hour minimum guarantee. The City is reimbursed by the contracting agency.
2. Article 8, Section 8.4, Missed Court Appearance  
This is a new section addressing missed court appearances. If an Officer receives a written reprimand for missing a court appearance and does not miss another court appearance for three years, the employee can request to have the reprimand removed from his/her personnel file.
3. Article 9, Section 9.1, Salaries  
Effective 7/1/11, the wage schedule was increased by 2%, plus a 1.5% market adjustment, for a total of 3.5%. Effective 7/1/12, the wage schedule was increased by 2%, plus a .5% market adjustment, for a total of 2.5%.
4. Article 9, Section 9.2, Longevity Pay  
This section contains the formula used to calculate the rates of pay for the other positions covered by the contract other than Probationary Police Officer and Police Officer.

The formula uses the base pay of a Police Officer and then applies a rank/position differential. Once that calculation is completed, longevity is added to come up with each Officer's individual pay.

The rank/position differentials (also commonly referred to as 'splits'), were increased as follows:

	<u>Year 1</u>	<u>Year 2</u>
Senior Police Officer (no increase)	15%	15%
*Senior Police Officer II (after 3 years as a Senior Police Officer)	17%	17%
Master Police Officer (2% increase in Year 1, 1% increase in Year 2)	24%	25%
*Master Police Officer II (after 5 years as a Master Police Officer)	26%	27%
Sergeant (2% increase in Year 1, 1% increase in Year 2)	37%	38%
*Sergeant II (after 8 years as a Sergeant)	39%	40%

The asterisk denotes a new pay classification based on length of time in position and is not a new or senior position/rank.

5. Article 9, Section 9.5, Rate of Compensation - - Length of Service

Language was added to address when an Officer would progress to the new pay classifications of Senior Police Officer II (after 3 years as a Senior Police Officer), Master Police Officer II (after 5 years as a Master Police Officer) and Sergeant II (after 8 years as a Sergeant).

6. Article 12, Section 12.7, Miscellaneous Sick Leave Provisions

Subsection e was changed from paternity leave to parental leave. The new language states birth fathers and adoptive parents can use 120 hours of accrued sick leave.

7. Article 12, Section 12.8, Sick Leave Donations

In the previous agreement, Police Officers only had to exhaust their sick leave accruals before being able to receive sick leave donations from co-workers. The language was changed to require them to also exhaust their accrued vacation leave prior to being eligible to receive donated sick leave from co-workers.

8. Article 17, Section 17.2, Health and Accident Insurance

The City contribution amount added into the base for retirement enhancement purposes effective 7/1/11 was capped at \$783. The total amount the City contributes towards the health insurance premium is \$863. The amount over \$783 (\$80) is paid the same as any other benefit.

Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

The schedule was updated to reflect current City contribution and employee contribution amounts.

9. Article 17, Section 17.3, Health Death Benefit

The previous agreement provided the City would pay the health insurance premiums for dependents of an employee killed in the line of duty for a 12 month period. This period was increased from 12 to 18 months.

10. Article 18, Section 18.1, Uniforms and Equipment

A new subsection b was added regarding uniforms and equipment for new employees. New employees will be provided new shirts and pants. Other uniform items and equipment can be re-issued if they are well maintained and fit the new employee.

11. Article 23, Drug and Alcohol Testing

This is a new Article that commits the parties to develop and implement a drug and alcohol testing program by the end of the first year of the agreement.

Currently the only City employees subject to a Drug and Alcohol Testing Program (pre-employment, random, reasonable suspicion, follow-up and post accident) are employees required to possess a commercial driver's license for their position with the City. Testing for commercial driver's license holders is mandated and regulated by federal law.

Police Officers will be the first non-federally mandated group of City employees subject to a drug and alcohol testing program.

12. Article 26, Terms, Amendments and Modification of Basic Agreement

The dates in 26.1 and 26.2 were changed to reflect the contract period beginning 7/1/11 and ending 6/30/13.

**Concurrences:** The GFPPA members ratified the labor agreement on Monday, July 25, 2011.

**Fiscal Impact:** The fiscal impact of the percentage increases and the rank differential increases for the first year of the proposed agreement is 4.9%. This includes: 2% COLA; 1.5% market adjustment; 2% increases in the rank differentials for Senior Police Officer II, Master Police Officer and Sergeant; 4% increases in the rank differentials for Master Police Officer II and Sergeant II.

Year 2 provides for a 2% COLA and .5% market adjustment, and 1% increases in the rank differentials for Master Police Officer, Master Police Officer II, Sergeant and Sergeant II, for a total fiscal impact of approximately 2.94%.

Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

**Alternatives:** The Commission may choose not to approve the labor agreement, in which case, the City and GFPPA would have to reconvene and continue the collective bargaining process.

**Attachments/Exhibits:**

1. Proposed labor agreement between the City of Great Falls and the GFPPA



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

**BETWEEN**

**CITY OF GREAT FALLS, MONTANA**

**AND**

**GREAT FALLS POLICE PROTECTIVE ASSOCIATION**

**July 1, 2011- June 30, 2013**

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE 1	
Definitions .....	1
ARTICLE 2	
Purpose .....	2
ARTICLE 3	
Recognition .....	2
ARTICLE 4	
Employee Rights .....	2
ARTICLE 5	
Association Rights .....	4
ARTICLE 6	
Seniority and Reduction in Force .....	7
ARTICLE 7	
Hours of Work .....	8
ARTICLE 8	
Additional Duty .....	9
ARTICLE 9	
Compensation .....	11
ARTICLE 10	
Holidays .....	14
ARTICLE 11	
Vacations .....	15
ARTICLE 12	
Sick Leave .....	16
ARTICLE 13	
Family and Medical Leave .....	19
ARTICLE 14	
Maternity Leave .....	19

TABLE OF CONTENTS  
(Cont.)

ARTICLE 15	
Other Leaves With Pay . . . . .	20
ARTICLE 16	
Leaves Without Pay. . . . .	20
ARTICLE 17	
Health, Safety, Welfare and Other Insurance. . . . .	21
ARTICLE 18	
Allowances. . . . .	23
ARTICLE 19	
Shift Trading. . . . .	23
ARTICLE 20	
Management Rights. . . . .	24
ARTICLE 21	
Grievance Procedure. . . . .	24
ARTICLE 22	
Physical Examinations. . . . .	27
ARTICLE 23	
Drug and Alcohol Testing . . . . .	27
ARTICLE 24	
Savings Clause. . . . .	27
ARTICLE 25	
Miscellaneous. . . . .	28
ARTICLES 26	
Terms, Amendments and Modification of Basic Agreement. . . . .	29

## ARTICLE 1

### DEFINITIONS

1.1 ASSOCIATION

The Great Falls Police Protective Association, or its designated representative.

1.2 BARGAINING UNIT

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

1.3 COLLECTIVE BARGAINING ACT

The Collective Bargaining for Public Employees Act, Section 39-31-101 through 39-31-409, MCA, 1979, as it exists, as of the date of this Agreement.

1.4 COMPENSATORY OR COMPENSATED TIME

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

1.5 DAY

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

1.6 DEPARTMENT

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

1.7 EMPLOYEE

All members of the Bargaining Unit.

1.8 EMPLOYER

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

1.9 PRONOUN

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

1.10 SHIFT

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

1.11 WORK WEEK

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

1.12 WORK DAY

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

**ARTICLE 2**

**PURPOSE**

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

**ARTICLE 3**

**RECOGNITION**

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

**ARTICLE 4**

**EMPLOYEE RIGHTS**

4.1 NON-JEOPARDY AND RIGHT TO ORGANIZE

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

## 4.2 PROTECTION OF EMPLOYEE RIGHTS

- a. Employer shall give reasonable support to employees in the discharge of their duties.
- b. No employee shall suffer any reduction in this base rate of pay or in any other benefits covered by this Agreement at the date hereof as a result of this Agreement.
- c. No employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause; excluding, however, probationary employees.
- d. The Standards of the Department as of the effective date of this Agreement provides certain written policies and procedures for the commencement, receipt, handling and disposition of matters relating to discipline of employees as well as complaints against them. Matters relating to disciplinary procedures are set forth in Department Standards, "Disciplinary Procedures", encompassing Sections 590 through 596. Matters relating to complaints against employees are set forth in General Order 115 issued January 1, 1989, entitled "Complaints--Against Officers and Department", effective from and after January 1, 1989, encompassing Sections 115.01 through 115.08 inclusive of the Manual.

The Employer and Association agree that the referenced General Orders are hereby incorporated in this Agreement by this reference as if fully set forth herein and that no change may be made therein by Employer without such change first having been negotiated with and accepted by the Association.

## 4.3 HOLD HARMLESS

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

## 4.4 PERSONNEL FILES

- a. Employees shall have the right to review the contents of any personnel file maintained regarding them by Employer or any agent or representative of Employer. One copy of any material placed in an Employee's file shall be made available to him upon request.
- b. All items in any such file shall be identified as to source.
- c. The Employee shall have the right to answer any material filed and his answer shall

be placed in the same personnel file. The answer shall succinctly state the Employee's position and shall not be unduly lengthy or burdensome.

4.5 UNLAWFUL TERMINATION

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

**ARTICLE 5**

**ASSOCIATION RIGHTS**

5.1 AFFIRMATIVE ACTION POLICY

Association agrees that this Agreement is subject to the Affirmative Action Policy of Employer and that cooperation will be given to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of race, color, religion, sex, national origin or public assistance status.

5.2 MEMBERSHIP

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

5.3 REPRESENTATION FEE

- a. Membership in the Association shall be separate, apart and distinct from assumption by each employee of his equal obligation to supply the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Association members. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit and all employees derive benefit thereunder, each employee in the bargaining unit shall as provided in this subsection assume his fair share of the obligation along with the grant of benefits contained in this Agreement.
- b. Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of his attainment of the rank of Police Officer, shall as a condition of employment, pay as a representation fee to the Association, and amount equal to the Association dues.

- 1) The Association will certify to Employer, the current rate of Association

membership dues.

- 2) Requests for initiating deductions for the personal representation fee shall be submitted on a form signed by the employee within the above-defined thirty (30) day period.
  - 3) Deductions shall be under the same conditions and schedules as the deductions for Association membership dues prescribed in Article 5.4 of this Agreement.
- c. In the event that an affected employee does not pay the representation fee directly to the Association, or authorize such payment through the payroll deduction plan, Employer, upon notification from the Association, shall immediately cause the termination of employment of such employee unless it has been established that said employee is a member of a bona fide religious sect, or division thereof, whose established and traditional tenets or teachings oppose a requirement that a member of such sect or division thereof join or financially support any labor organization.
- 1) Employees who qualify under the religious sect or division thereof classification of this section shall be governed by the provisions of MCA Section 39-31-204.
  - 2) The parties expressly agree that the failure of any employee to comply with the provisions of this article is just and reasonable cause for discharge from employment, and any employee (not otherwise exempt as allowed herein) shall be discharged for such failure upon the expiration of said thirty (30) days.
  - 3) The Association shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.
- d. The provisions of this subsection 5.3 shall not apply to any existing employee who is not a member of the Association, but shall apply to all current members thereof and all future employees.

#### 5.4 DUES ASSIGNMENT AND PAYROLL DEDUCTION

- a. Payroll deductions shall be made by Employer for Association membership dues and for the representation fee.
  - 1) Deductions for Association membership dues or for representation fees shall be initiated by submitting to Employer a written authorization therefore signed by each individual employee wishing to effect such deductions. Said deductions shall continue in effect from year to year pursuant to such written authorization unless revoked by written notice by the employee to Employer and to Association during the calendar month of July of any year.
  - 2) Employer shall deduct in equal installments, such dues from each regular salary check of all employees whose authorizations are on file with Employer.
  - 3) All monies deducted by Employer for Association membership dues and personal



representation fees shall be remitted to the Treasurer of the Association within five (5) working days.

5.5 ASSOCIATION BULLETIN BOARDS

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

5.6 ASSOCIATION BUSINESS

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

5.7 INFORMATION

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

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

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

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

**ARTICLE 6**

## SENIORITY AND REDUCTION IN FORCE

### 6.1 SENIORITY

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

- a. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, in the event of reemployment under Article 6.2 of this Article, previous service shall count towards seniority.
- b. To be absent from the job due to a voluntary leave of absence without pay that exceeds fifteen (15) days will be considered lost time for the purpose of seniority unless the employee worked one hundred (100) hours or more in any calendar month(s) during which the leave occurred; however, previous service upon return to work is counted toward seniority.
- c. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.
- d. Employer shall post a seniority roster on December 1 and June 1 of each year. Employees may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.
- e. Absences due to injury in the line of duty shall be considered as time worked for the purposes of determining seniority and granting of any benefits covered by this Agreement.

### 6.2 REDUCTION IN FORCE

- a. A Reduction in Force and the term "layoff" as used herein shall be separate and distinct from the terms resignation, retirement and dismissal, and shall mean the loss of an employee's employment with Employer which is the result of any reason other than resignation, retirement or dismissal.
- b. In the event that Employer anticipates that a layoff of employees is to take place, Employer will provide Association with written notification which will include the positions proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon Association request, Employer will make available to Association any data requested which pertains to the layoff determination. Any employee who is to be placed on layoff will be so notified in writing, by certified mail, at least thirty (30) days prior to the effective date of the layoff. The Association will be provided with a listing of the employees being notified of the layoff.
- c. Layoffs caused by Reduction in Force shall be in order of seniority; that is, the

employee last hired shall be the first released.

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

## **ARTICLE 7**

### **HOURS OF WORK**

#### **7.1 HOURS OF DUTY**

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

#### **7.2 WORK SCHEDULE**

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

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

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

#### **7.3 SHIFT CHANGE**

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

## **ARTICLE 8**

## ADDITIONAL DUTY

### 8.1 OVERTIME

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

### 8.2 STANDBY

Employer and the Association agree that the use of standby time shall be minimized consistent with sound law enforcement practices, and the maintenance of public safety. Standby assignments shall be for a fixed predetermined period of time not to exceed eight (8) hours. Employees formally placed on standby status shall be compensated on the basis of four (4) hours straight time pay for eight (8) hours of standby or fraction thereof. If the employee is actually called back to work, normal overtime rules shall apply in addition to the standby premium.

### 8.3 COURT APPEARANCE

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

### 8.4 MISSED COURT APPEARANCE

If an Officer receives a written reprimand for missing a court date and does not miss another court date for three (3) years after the written reprimand, the written reprimand will be removed from his/her personnel file upon the employee's request.

### 8.5 PAYMENT FOR OVERTIME

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

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

### 8.6 COMPENSATION FOR TRAINING

- a. Employer agrees to compensate each employee as provided in Article 8.1(a) for all overtime earned as a result of attendance at local in-service training schools and seminars. Compensation shall be by cash payment or compensatory time as provided in Article 8.4 above.
- b. For attendance at in-service training schools, seminars or other meetings authorized by Employer outside the City of Great Falls, Montana, each employee shall be entitled to the per diem allowances provided in MCA Section 2-18-501(1)(b), (4), (5) and (8). In addition, each employee who is required to use personal transportation for travel in the performance of assigned duties shall be reimbursed at the rate established by Montana law (MCA 2-18-503).

8.7 COMPENSATION FOR ASSIGNMENT TO HIGHER RANK

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

8.8 PYRAMIDING

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

**ARTICLE 9**

**COMPENSATION**

9.1 SALARIES

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

**BASE SALARY**

<b>RANK</b>	<b><u>July 1, 2011</u></b> (2% increase and 1.5% market adjustment)	<b><u>July 1, 2012</u></b> (2% increase and .5 market adjustment)
Probationary Police Officer	\$3,585	\$3,675
Police Officer	\$3,720	\$3,813

9.2 LONGEVITY PAY

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

When an Officer of the Great Falls Police Department attains his 17th year anniversary with this Department, his accumulated longevity will be placed on his base salary. This longevity will be at the rates negotiated in this contract, and shall not exceed \$16.50/month/year of service, not to exceed an accumulated total of \$330.00.

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

Police Officer	= base plus longevity
Senior Police Officer	= base X's %, plus longevity
*Senior Police Officer II	= base X/s %, plus longevity
Master Police Officer	= base X's %, plus longevity
*Master Police Officer II	= base X's %, plus longevity
Sergeant	= base X's %, plus longevity
*Sergeant II	= base X's %, plus longevity

	<u>7/1/11</u>	<u>7/1/12</u>
X% = Senior Police Officer	15%	15%
*Senior Police Officer II (after 3 years as a Senior Police Officer)	17%	17%
Master Police Officer	24%	25%
*Master Police Officer II (after 5 years as a Master Police Officer)	26%	27%
Sergeant	37%	38%
*Sergeant II (after 8 years as a Sergeant)	39%	40%

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

### 9.3 SHIFT PREMIUM

An employee who shall be employed for what is commonly referred to as the "afternoon shift" shall receive an additional 35¢/hr. in addition to other salary payments, and any employee who shall be employed for what is commonly known as "night shift" shall receive an additional 50¢/hr. in addition to other salary payments. In each case such additional compensation shall apply only to the hours during which the employee, in a given pay period, is actually serving on the "afternoon shift" or the "night shift" as the case may be.

### 9.4 PROMOTIONS AND ROTATIONS

Eligibility for placement as a probationary police officer and advancement to the rank of Senior Police Officer or promotion to Master Police Officer or Sergeant will be set in Department Policy. Master Police Officer and Sergeant will be identified as a promotion for purposes of seniority. Rotations will also be in accordance with Department Policy.

Any change to this policy shall include or involve the Labor-Management Committee.

9.5 RATE OF COMPENSATION--LENGTH OF SERVICE

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

9.6 INVESTIGATIVE PAY

Employees assigned to the Detective Division for a period longer than six (6) months will receive an additional \$25.00/month.

9.7 HIGH RISK UNIT PAY

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

9.8 FIELD TRAINING OFFICER PAY

Employees assigned to perform the function of Field Training Officer (FTO) will receive \$100.00 for the 1<sup>st</sup> Phase, \$75.00 for the 2<sup>nd</sup> Phase, \$75.00 for the 3<sup>rd</sup> Phase, and \$50.00 for the 4<sup>th</sup> Phase of the Probationary Officer's training. If an extension of the training is necessary, the officer assigned as the FTO will receive \$40.00.

9.9 DEATH OF EMPLOYEE

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

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

**ARTICLE 10**



## HOLIDAYS

### 10.1 SCHEDULED HOLIDAYS

Employees shall be granted the following holidays:

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

### 10.2 COMPENSATION FOR WORKING HOLIDAYS

Employees required to work on a holiday will be paid at one and one-half (1½) times their regular rate of pay in addition to their regular rate of pay for actual hours worked. When an employee is required to work on a holiday, he/she will earn compensatory time at the rate of twelve (12) hours for an eight (8) hour shift, thirteen and one-half (13½) hours for a nine (9) hour shift, and fifteen (15) hours for a ten (10) hour shift. The employee shall submit a written request to his/her immediate supervisor for one of the following:

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

### 10.3 COMPENSATION FOR HOLIDAYS FALLING ON DAYS OFF

Observed holidays which fall on the employee's regularly scheduled day off shall be compensated for on a straight time basis, either by accumulation of compensatory time or by receiving a regular day's pay, at the discretion of the employee, as defined and limited in Article 8.4.

### 10.4 COMPENSATION FOR HOLIDAYS FALLING ON VACATIONS AND SICK LEAVE

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

## **ARTICLE 11**

### **VACATIONS**

#### **11.1 VACATION CREDIT**

Each employee is entitled to and shall earn annual vacation leave credits from the first date of employment. For calculating vacation leave credits, two thousand eighty (2080) hours (52 weeks times 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period; provided, however, employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. See Montana Code Annotated 2-19-611. Vacation leave credit shall be earned in accordance with the following schedule:

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

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

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

#### **11.3 ACCUMULATION OF LEAVE**

Vacation leave credits may be accumulated to a total number of days not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year.

Excess vacation leave credits shall not be forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.

11.4 LEAVE OF ABSENCE WITHOUT PAY

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

11.5 CHARGES AND CREDITS

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

11.6 LEAVES OF ABSENCE

Leave of absence without pay may be used to extend regular vacation, with the prior approval of Employer or its designated representative.

11.7 VACATION DETERMINATION

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

**ARTICLE 12**

**SICK LEAVE**

12.1 SICK LEAVE CREDITS EARNED

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

12.2 QUALIFICATION

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

12.3 USE

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

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

#### 12.4 ELIGIBILITY

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

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

#### 12.5 TERMINATION OF EMPLOYMENT

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

1971, and transferred with the employee.

## 12.6 RE-EMPLOYMENT

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

## 12.7 MISCELLANEOUS SICK LEAVE PROVISIONS

- a. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or leave without pay at the employee's option.
- b. Sick leave charges and credits shall be charged to the actual time used.
- c. Medical appointments may be charged to sick leave provided the minimum time charged is not less than one-quarter (1/4) hour. Each absence shall be reported separately and authorized in advance by the employee's supervising officer.
- d. Maternity leave may be charged against sick leave credits up to six (6) weeks, not to exceed 240 hours, without medical documentation.
- e. Parental leave for birth fathers and adoptive parents may be charged against sick leave credits up to one hundred and twenty (120) hours regardless of the shift.
- f. Illness that occurs during an employee's vacation shall be charged to sick leave. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and shall not be charged to sick leave.
- g. Sick leave credits will be used on a first earned, first charged basis.
- h. In the event an employee becomes incapable of performing the duties of his regular classification through illness or injury, Employer may transfer the employee, with the employee's consent, without loss of pay to a position for which he is qualified provided the change can be accomplished without displacing another employee.

## 12.8 SICK LEAVE DONATIONS

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

## 12.9 LIGHT DUTY

The department will endeavor to modify duty assignments consistent with documented medical

restrictions for employees who have experienced work-related injuries. Ordinarily light duty for a work-related injury will be granted for a one year period from the first day of light duty per injury; however, it generally will not be approved beyond the one year limitation.

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

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

### **ARTICLE 13**

#### **FAMILY AND MEDICAL LEAVE (FMLA)**

- A. As referenced in the City Policy Manual.
- B. As referenced in FMLA documentation.

### **ARTICLE 14**

#### **MATERNITY LEAVE**

##### 14.1 **POLICY**

It shall be unlawful for Employer or its agent:

- a. To terminate a woman's employment because of her pregnancy;
- b. To refuse to grant to the employee a reasonable leave of absence for such pregnancy;
- c. To deny to the employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of accumulation of disability or leave benefits accrued pursuant to plans maintained by Employer or this Agreement; provided that Employer may require disability as a result of pregnancy to be verified by medical clarification that the employee is not able to perform her employment duties;
- d. To require that an employee take a mandatory maternity leave for an unreasonable length of time.

##### 14.2 **REINSTATEMENT**

Upon return at the end of her maternity leave, such employee shall be reinstated to her original job, if available, or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits.

### **ARTICLE 15**

#### **OTHER LEAVES WITH PAY**

15.1 MILITARY LEAVE

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

15.2 JURY SERVICE AND SUBPOENA

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

15.3 BEREAVEMENT LEAVE

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

**ARTICLE 16**

**LEAVES WITHOUT PAY**

16.1 ELIGIBILITY

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

16.2 REQUESTS

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

16.3 DURATION

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

**ARTICLE 17**

**HEALTH, SAFETY, WELFARE AND OTHER INSURANCE**

## 17.1 INDUSTRIAL ACCIDENT INSURANCE

Employer shall carry Industrial Accident Insurance on all employees. Each employee must within sixty (60) days, report in writing to Employer any injury in the course of employment. Failure to do so may result in the loss of benefits.

## 17.2 HEALTH AND ACCIDENT INSURANCE

The Employer agrees to provide non-occupational health and accident 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 employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance 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 7/1/11 and all increases in premiums through the duration of this agreement will be shared with the City paying 90% (ninety percent) of the increase (Column B below) and the employee paying 10% (ten percent) of the increase.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/11, for each eligible employee covered by this Agreement into the City's Health Insurance Plan.



Coverage	7/1/11		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	\$80	\$26
Ee & Child(ren)	\$783	\$80	\$84
Ee & Spouse	\$783	\$80	\$88
Family	\$783	\$80	\$116

- 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.

### 17.3 HEALTH DEATH BENEFIT

If an employees is "killed in the line of duty", the City agrees to pay the health insurance premium for dependents who are on the plan at the time of his/her death for eighteen (18) months. The determination as to whether or not an employee was "killed in the line of duty" will be made by the City's workers' compensation carrier.

### 17.4 UNEMPLOYMENT INSURANCE

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

### 17.5 INSURANCE CONTRACTS

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

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

## **ARTICLE 18**

### **ALLOWANCES**

#### 18.1 **UNIFORMS AND EQUIPMENT**

- a. The Employer agrees to budget annually a minimum of \$5,000 for the full cost of replacement of personal body armor, to be purchased by management.
- b. New employees will be provided new shirts and pants. Other uniform items and equipment will be re-issued in accordance with the list approved by the Chief of Police. These items will be in well maintained condition. If there are no uniform items and equipment that fit properly new items will be issued.

#### 18.2 **LOST OR STOLEN PERSONAL PROPERTY**

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

## **ARTICLE 19**

### **SHIFT TRADING**

#### 19.1 **POLICY**

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

#### 19.2 **REQUESTS**

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

### 19.3 OTHER EMPLOYMENT

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

## ARTICLE 20

### MANAGEMENT RIGHTS

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

## ARTICLE 21

### GRIEVANCE PROCEDURE

#### 21.1 DEFINITIONS

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

#### 21.2 PURPOSE

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

### 21.3 RIGHTS TO REPRESENTATION

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

### 21.4 TIME LIMITS

All time limits shall consist of working days. The time limit specified may be extended by written, mutual consent.

### 21.5 PROCEDURE

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

the receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, and the name thus remaining shall be forwarded to the board of Personnel Appeals. The Board of Personnel Appeals shall notify the arbitrator of his selection. The date of the arbitration hearing shall be arranged by the arbitrator in consultation with the Employer and the Association. Within thirty (30) days of the date the hearing is closed, the arbitrator shall make an award unless other time limits are required of the arbitrator.

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

#### 21.6 MISCELLANEOUS

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

- e. The established grievance procedure shall be utilized to resolve grievances.
- f. Any claim or grievance filed prior to the expiration of this agreement shall be processed through the grievance procedure until resolution.

## **ARTICLE 22**

### **PHYSICAL EXAMINATIONS**

#### 22.1 **REQUESTS BY EMPLOYER**

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

## **ARTICLE 23**

### **DRUG AND ALCOHOL TESTING**

- 23.1 The Employer and the Association recognize illegal drug usage, misuse of legally prescribed prescription drugs, and misuse of alcohol are threats to the public safety and welfare and to the employees of the Great Falls Police Department. The Employer and the Association agree to promote the health, safety, and welfare of its employees and the community by maintaining an alcohol and drug-free workplace.
- 23.2 The Employer and the Association agree to develop and implement a Drug and Alcohol Testing Program by the end of the first year of this agreement through the Great Falls Police Department Labor-Management Committee.

## **ARTICLE 24**

### **SAVINGS CLAUSE**

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

## ARTICLE 25

### MISCELLANEOUS

#### 25.1 AGREEMENT AND STANDARDS

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

#### 25.2 MONTANA STATE LAW

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

#### 25.3 LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be formed and consist of three (3) members from the Association and three (3) from the Employer. The Committee will meet on a quarterly basis or more often as needed. Any subject of concern to either the Association or Employer may be presented to this Committee.

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

#### 25.4 DISTRIBUTION

This Agreement shall be printed at the expense of Employer and six (6) copies thereof shall be delivered to the Association within thirty (30) calendar days of ratification by the parties.

**ARTICLE 26**

**TERMS, AMENDMENTS AND MODIFICATION OF BASIC AGREEMENT**

26.1 **TERM**

This Agreement shall be effective as of July 1, 2011, and shall remain in full force and effect until the 30th day of June, 2013.

26.2 **REOPENING**

This Agreement shall be automatically renewed and will continue in full force and effect for an additional period of one (1) year unless either party hereto shall notify the other in writing, no later than May 1, 2013, of its desire to amend, modify, supplement, or add to any provisions of this Agreement and to negotiate over the terms thereof. In such event bargaining shall commence no later than June 1, 2013.

**IN WITNESS WHEREOF**, the Association and Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Great Falls, Montana, this \_\_\_\_ day of \_\_\_\_\_, 2011.

FOR THE CITY OF GREAT FALLS:

FOR THE GREAT FALLS PPA:

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

\_\_\_\_\_  
Doug Mahlum, PPA President

ATTEST:

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

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney





Agenda # 20  
Commission Meeting Date:  
August 2, 2011

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

---

**Item:** Construction Contract Award: West Interceptor Trenchless Rehabilitation, Phase II, O.F. 1566.9

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider Bids and Award Construction Contract

---

**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission award a contract in the amount of \$765,600.00 to Planned and Engineered Construction, Inc. (PEC) for the West Interceptor Trenchless Rehabilitation, Phase II, O. F. 1566.9, and authorize the City Manager to execute the agreements.”

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

---

**Staff Recommendation:** Approve construction contract award.

**Background:**

Significant Impacts

This project will install a liner in several sections of the West Interceptor Sanitary Sewer Main. This main carries 1.9 million gallons per day of sewage from Lift Station #15 to the Wastewater Treatment Plant.

Workload Impacts

Public Works staff designed the project, and will perform construction inspection and contract administration duties.

Purpose

The Sanitary Sewer Trunk Line located along Bay Drive and West Bank Park was installed in 1976 using Prestressed Concrete Cylinder Pipe (PCCP). Nation-wide, this pipe material has been found to be highly susceptible to the corrosive gases involved with raw sewage. These gases degrade the concrete and expose the metal reinforcement located inside the pipe. This corrosion previously caused a failure in a section of 30-inch force main located upstream from the gravity portion of the trunk line, causing raw sewage to undermine the

road and flood the area, ultimately discharging into the river. During the repair of the upstream force main the remaining downstream portions of the sewer line was found to have concrete corrosion requiring repairs. A previous project lined the 36-inch section of the trunk main.

This project will make use of the trenchless technology method for installing Cured-In-Place-Pipe (CIPP) liner into the existing pipe. Trenchless technology was chosen for this project for several reasons, including lower cost, greatly reduced bypass pumping time, ease of installation, reduced surface disruption, and elimination of utility conflicts.

#### Project Work Scope

This project will rehabilitate 2,452 linear feet of 48-inch diameter main that is located in West Bank Park. Bypass pumping will be required during the entire project to allow for uninterrupted service.

#### Evaluation and Selection Process

Two bids were received and opened for this project on July 20, 2011. The bids ranged from \$765,600.00 to \$932,720.00. PEC submitted the low bid and executed all the necessary bid documents.

#### Conclusion

City staff recommends awarding the construction contract to PEC in the amount of \$765,600.00

#### **Fiscal Impact:**

The attached bid tabulation summarizes bids that were received. This project will be funded through Sewer Capital Funds.

#### **Alternatives:**

The City Commission could vote to deny award of the construction contract.

#### **Attachments/Exhibits:**

1. Bid tabulation is attached.





Agenda # 21  
Commission Meeting Date:  
August 2, 2011

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

---

**Item:** Construction Contract Award: Lift Stations #10, #12 and #25 Can Replacement and Miscellaneous Improvements, O.F. 1457.5

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider Bids and Award Construction Contract

---

**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission award a contract in the amount of \$569,900.00 to Intermountain Construction Services, LLC for the Lift Stations #10, #12, and #25 Can Replacement and Miscellaneous Improvements, O. F. 1457.5, and authorize the City Manager to execute the agreements.”

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

---

**Staff Recommendation:** Approve construction contract award.

**Background:**

Significant Impacts

This project involves replacement and rehabilitation work at Lift Stations #10, #12, and #25 due to corrosion experienced at the stations.

Workload Impacts

NCI Engineering Co. (NCI) completed the project design and will perform construction inspection and contract administration duties. City engineering and Veolia staff are assisting with project administration duties.

Purpose

Due to groundwater and corrosive soils located at these lift stations, severe corrosion has taken place in the dry wells. In some cases, groundwater has begun to leak into these stations, and left unchecked, could cause operational problems and possible shutdowns. The dry wells of Lift Stations #12 and #25 have been completely breached and are not salvageable. Total replacement of the dry well cans and all pumping equipment will need to be performed. Any usable equipment located in these lift stations will be salvaged

and used for backup purposes. Lift Station #10's dry well was tested to gauge the current metal thickness and, comparing that thickness to the original installation condition, showed adequate thickness remained. The interior of this dry well will be sandblasted and recoated. No equipment replacement is planned for this station. While work is being done on the dry wells of the three stations, coating work in the wet wells will be performed as well. These wet wells are currently uncoated and some signs of corrosion have begun to show. A summary of the work being performed at each lift station is listed below.

- Lift Station #10
  - Dry well will be sandblasted and recoated
  - Wet well will be sandblasted and coated
  - Adjacent obsolete lift station will be abandoned
  
- Lift Station #12
  - Dry well will be completely replaced including all equipment
  - Wet well will be sandblasted and coated
  
- Lift Station #25
  - Dry well will be completely replaced including all equipment
  - Wet well will be sandblasted and coated

#### Project Work Scope

Lift Station #10 is located on 7<sup>th</sup> Avenue North and 45<sup>th</sup> Street and serves the Portage Meadows area. Lift Station #12 is located along Park Drive South at Broadwater Bay and serves the adjacent business park. Lift Station #25 is located in Fox Hollow Park along Coyote Lane and serves the Fox Farm Area.

#### Evaluation and Selection Process

Three bids were received and opened for this project on July 20, 2011. The bids ranged from \$569,900.00 to \$687,940.00. Intermountain Construction Services, LLC submitted the low bid and executed all the necessary bid documents.

#### Conclusion

City staff with NCI's concurrence recommends awarding the construction contract to Intermountain Construction Services, LLC in the amount of \$569,900.00. Intermountain Constructin is based out of Butte, Montana, and has successfully completed several projects of a similar nature in the past.

#### **Fiscal Impact:**

The attached bid tabulation summarizes bids that were received. This project will be funded through Sewer Capital Funds.

#### **Alternatives:**

The City Commission could vote to deny award of the construction contract.

#### **Attachments/Exhibits:**

1. Bid tabulation is attached.





Agenda # 22  
Commission Meeting Date:  
August 2, 2011

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

---

**Item:** Construction Contract Award: Sanitary Sewer Trenchless Rehabilitation, Phase 15, O.F. 1566.2

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider Bids and Award Construction Contract

---

**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission award a contract in the amount of \$239,555.00 to Planned and Engineered Construction, Inc. (PEC) for the Sanitary Sewer Trenchless Rehabilitation, Phase 15, O. F. 1566.2, and authorize the City Manager to execute the agreements.”

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

---

**Staff Recommendation:** Approve construction contract award.

**Background:**

Significant Impacts

This project is a continuation of an ongoing program to rehabilitate existing sanitary sewer mains utilizing trenchless technology methods. This year’s project will rehabilitate sewer mains that have gradually deteriorated over the years. A total of 4,260 linear feet of main will receive liners, greatly extending the main’s useful life and reducing routine maintenance costs.

Workload Impacts

The Utility Division of the City’s Public Works Department completed sewer main camera inspections that were used to identify and prioritize which mains need rehabilitation. City engineering staff designed the project, and will perform construction inspection and contract administration duties.

Purpose

The mains are made of vitrified clay and are past their expected useful service life. The mains have begun to crack and in some cases pieces of pipe have broken away, causing

holes to form in the sewers. This causes an environmental concern with raw sewage entering the surrounding soils and also maintenance problems in keeping the lines flowing and in proper working order.

This project will make use of the trenchless technology method for installing Cured-In-Place-Pipe (CIPP) liner into existing pipes. Trenchless technology was chosen for this project for several reasons, including lower cost, ease of installation, greatly reduced surface disruption, and elimination of utility conflicts.

#### Project Work Scope

This project will rehabilitate 4,260 linear feet of 8-inch and 9-inch diameter mains that are located in twenty locations spread around the City. These locations are as follows;

1900 Block of 1<sup>st</sup> Alley South  
2100 Block of 1<sup>st</sup> Alley South  
700 Block of 3<sup>rd</sup> Alley South  
1200 Block of 3<sup>rd</sup> Alley South  
1300 Block of 3<sup>rd</sup> Alley South  
1600 Block of 3<sup>rd</sup> Alley South  
1700 Block of 8<sup>th</sup> Alley South  
2000 Block of 8<sup>th</sup> Alley South  
3 Locations on the 200 Block of 16<sup>th</sup> Avenue South  
3 Locations on the 200 Block of 17<sup>th</sup> Avenue South  
2 Locations on the 1600 Block of 2<sup>nd</sup> Street South  
500 Block of 2<sup>nd</sup> Alley North  
2100 Block of 3<sup>rd</sup> Alley North  
200 Block of 4<sup>th</sup> Alley North  
300 Block of 4<sup>th</sup> Alley North

#### Evaluation and Selection Process

One bid was received and opened for this project on July 20, 2011. PEC submitted a bid of \$239,555.00 and executed all the necessary bid documents. The unit prices submitted are comparable to unit prices received last year and overall are lower than bid prices received within the last five years for similar work.

#### Conclusion

City staff recommends awarding the construction contract to PEC in the amount of \$239,555.00

#### **Fiscal Impact:**

The attached bid tabulation summarizes the bid that was received. This project will be funded through Sewer Capital Funds.

#### **Alternatives:**

The City Commission could vote to deny award of the construction contract.

#### **Attachments/Exhibits:**

1. Bid tabulation is attached.







Agenda # 23  
Commission Meeting Date:  
August 2, 2011

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

---

**Item:** Change Order No. 1 – 2010 CDBG Sidewalk Replacement, O.F. 1588.2  
**From:** Engineering Division  
**Initiated By:** Public Works Department  
**Presented By:** Jim Rearden, Public Works Director  
**Action Requested:** Approve Change Order No. 1

---

**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission approve Change Order No. 1 in the amount of \$7,024.65 for the 2010 CDBG Sidewalk Replacement, O. F. 1588.2, to Gregoire Construction and authorize the City Manager to execute the agreements."

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

---

**Staff Recommendation:** Approve Change Order No. 1.

**Background:**

Significant Impacts

\$7,024.65 in additional funding is available from the Community Development Block Grant (CDBG) program that can be utilized in this project. These funds will allow for the replacement of defective sidewalk for 5 additional low income home owners. If not used, the additional CDBG funding would be lost.

Workload Impacts

City engineering staff applied for and was awarded the grant, designed the project, and are performing construction inspection and contract administration duties. The Planning and Community Development Department administers the CDBG program and is performing grant and other administrative duties.

Purpose / Project Work Scope

This project replaced sidewalks that had been damaged by tree roots, natural deterioration, or other destructive forces that had left the sidewalk dangerous for pedestrians. The grant paid for all of the costs of the sidewalk replacement for low to moderate income homeowners. The original contract replaced sidewalks at 18 residences which included over 6,870 square feet of new 4 and 6-inch sidewalk and 2,640 square feet of sodding.

Change Order #1 replaces sidewalks at 5 residences which includes over 1,030 square feet of new 4 and 6-inch sidewalk and 510 square feet of sodding. Sidewalks were replaced at various locations throughout the City with the majority being bounded by the area of 3<sup>rd</sup> Avenue South to 9<sup>th</sup> Avenue South from 2<sup>nd</sup> Street to 9<sup>th</sup> Street.

Evaluation and Selection Process

Six bids were received and opened for this project on August 25, 2010. Gregoire Construction submitted the low bid of \$35,875.00, with an additive bid item bringing the contract total to \$46,000. The City Commission awarded the contract September 7, 2010. This change order will increase the total contract value to \$53,024.65

Conclusion

City staff recommends approving Change Order No. 1 to Gregoire Construction in the amount of \$7,024.65.

**Fiscal Impact:**

The additional funding will come from CDBG funds that were not used on other projects, and would be lost if not utilized.

**Alternatives:**

The City Commission could vote to deny Change Order No. 1.

**Attachments/Exhibits:**

1. Change Order No. 1 is attached.

# Change Order

No. 1

Date of Issuance: July 14, 2011 Effective Date: August 2, 2011

2010 CDBG Sidewalk Replacement (O.F. 1588.2)	Owner: City of Great Falls	Owner's Contract No. : O.F. 1588.2
Contractor: Gregoire Construction		Date of Contract: September 7, 2010
Address: P.O. Box 7115 Great Falls, MT 59406		Project Number.: 721109

**The Contract Documents are modified as follows upon execution of this Change Order:**

Additional sidewalk was added to maximize the CDBG grant.

Attachments: (List documents supporting change):

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 46,000.00

[Increase] [Decrease] from previously approved Change

Orders No. 0 to No. \_\_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$ 46,000.00

[Increase] [Decrease] of this Change Order:

\$ +7,024.65

Contract Price incorporating this Change Order:

\$ 53,024.65

### CHANGE IN CONTRACT TIMES:

Original Contract Times:

Working days  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders

No. 0 to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): 30

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 14

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): 44

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

---

# Change Order

## Instructions

---

### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directives must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.