



City Commission Agenda

for

October 21, 2008

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

FIREFIGHTER SWEARING IN CEREMONY

Tyler Loney
Devon Hagen

PRESENTATIONS

New Directions
Boy Scouts

PROCLAMATIONS

Red Ribbon Week
Make a Difference Day
Week Without Violence

NEIGHBORHOOD COUNCILS

1. Swearing In Ceremony
2. Miscellaneous reports and announcements.

PUBLIC HEARINGS

3. Res. 9783, Naming of the Dog Park. Approves naming the dog park "Pacific Steel & Recycling Trailside Dog Park." Action: Conduct public hearing and adopt or deny Res. 9783. **(Presented by: Marty Basta)**

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

4. Ord. 3012, Assign City Zoning to Water Tower Park Addition. Assigns zoning classification of R-2 Single-family medium density district upon annexation to the City. Action: Accept Ord. 3012 on first reading and set public hearing for November 18, 2008. **(Presented by: Ben Rangel)**
5. Ord. 3020, Assign City Zoning to New Castle Condominiums. Assigns zoning classification of PUD Planned unit development

district upon annexation to the City. Action: Accept Ord. 3020 on first reading and set public hearing for November 18, 2008.

(Presented by: Ben Rangel)

6. Res. 9790, Remodel Tax Benefits, 512 2nd Avenue North. Approves remodeling tax benefit for Russell Country Properties at 512 2nd Avenue North. Action: Adopt or deny Res. 9790. **(Presented by: Mike Rattray)**
7. Res. 9786, Intent to Create Special Improvement Lighting District – City-Owned Residential Lighting District 1303, Bootlegger Addition Phase I. Action: Adopt Res. 9786 and set public hearing for November 18, 2008. **(Presented by: Coleen Balzarini)**

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.*

8. Minutes, October 6, 2008, Commission meeting.
9. Total Expenditures of \$1,211,092 for the period of October 1-16, 2008, to include claims over \$5000, in the amount of \$992,778.
10. Contracts list.
11. Lien Release.
12. Approve purchase of 260+ Microsoft Office 2007 Licenses not to exceed \$70,000.
13. Award bid for Great Falls Animal Shelter Medical Director Contract to Dr. Tim Gilligan.
14. Approve Labor Agreement between the City of Great Falls and the Public Employees' Craft Council.

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

BOARDS & COMMISSIONS

15. Appointment, Great Falls Planning Advisory Board. Appoint one member to the Great Falls Planning Advisory Board for a three-year term beginning October 21, 2008, and ending December 31, 2011.
16. Miscellaneous reports and announcements.

CITY MANAGER

17. Miscellaneous reports and announcements.

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)*

18. Miscellaneous reports and announcements.

CITY COMMISSION

19. Miscellaneous reports and announcements.

MOTION TO ADJOURN



Item: Naming of the Dog Park

Initiated By: Park & Recreation Department

Presented By: Marty Basta, Park & Recreation Director

Action Requested: Approve Resolution 9783

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 approve Resolution 9783 naming the dog park “Pacific Steel & Recycling Trailside Dog Park”.

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

Staff Recommendation:

Staff recommends that the City Commission approve Resolution 9783 naming the dog park “Pacific Steel & Recycling Trailside Dog Park”.

Background:

The Animal Foundation of Great Falls is requesting the City Commission approve Pacific Steel & Recycling Trailside Dog Park as the name of the new dog park. The Foundation recommended Trailside Dog Park for the name of the dog park. The Animal Foundation received \$30,000 from Pacific Steel & Recycling for permanent naming rights of the dog park.

Concurrences:

The Park & Recreation Board recommended the City Commission approve Pacific Steel & Recycling Trailside Dog Park as the name of the dog park at their regular meeting on September 8, 2008.

Alternatives:

If the name is not approved, The Animal Foundation will be unable to accept the donation from Pacific Steel & Recycling for naming rights of the Dog Park.

Attachments/Exhibits:

1. Resolution 9783

RESOLUTION 9783

**A RESOLUTION TO NAME THE DOG PARK LOCATED ON PARK LAND
ADJACENT TO ELKS RIVERSIDE PARK.**

BE IT RESOLVED by the City Commission of the City of Great Falls, Cascade County, Montana, that the name of the Dog Park located adjacent to Elks Riverside is established in Resolution 9783.

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

That the Dog Park located adjacent to Elks Riverside Park between 6th and 9th Streets North be named Pacific Steel & Recycling Trailside Dog Park.

PASSED by the City Commission of the City of Great Falls, Montana, this 21st day of October, 2008.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, 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 the forgoing Resolution No. 9783 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana at a meeting thereof held on the 21st day of October, 2008, and approved by the Mayor of said City, on the 21st day of October, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 21st day of October, 2008.

(SEAL OF THE CITY)

Lisa Kunz, City Clerk



Agenda # 4
Commission Meeting Date: October 21, 2008
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Ordinance 3012 to Assign City Zoning to Water Tower Park Addition

From: Charles Sheets, Planner 1

Initiated By: TD Land Development, Property Owner and Developer

Presented By: Benjamin Rangel, Planning Director

Action Requested: City Commission accept Ordinance 3012 on first reading and set a public hearing for November 18, 2008, to consider adoption of Ordinance 3012.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission accept Ordinance 3012 on first reading and set a public hearing for November 18, 2008.”

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

Zoning Commission Recommendation: At the conclusion of a public hearing held May 27, 2008, the Zoning Commission passed a motion recommending the City Commission assign a zoning classification of R-2 Single-family medium density district to Water Tower Park Addition, upon annexation to the City.

Background: During a meeting held June 17, 2008, the City Commission conditionally approved the Preliminary Plat of Water Tower Park Addition, as recommended by the Planning Board.

The developer now requests approval of the final plat and annexation of Water Tower Park Addition. Water Tower Park Addition is located along 14th Street Northeast in the vicinity of 35th Avenue Northeast and consists of 16 single-family lots ranging in size from 9,960 sq. ft. to 14,850 sq. ft.

For additional information, please refer to the attached Vicinity/Zoning Map and reduced copy of the Final Plat.

Access to the subdivision would be via 35th Avenue Northeast through Skyline Heights Addition. An additional future access would involve the northerly extension of 14th Street Northeast to connect with 36th Avenue Northeast. The developer has escrow the estimated costs (\$ 32,000.00) for the roadway and water main extension. The developer will also install standard City paving, curb and gutter for the roadways within the subdivision, with a cul-de-sac at the south end and a stub at the north end of 14th Street Northeast for future connection to 36th Avenue Northeast.

City water mains and sanitary sewer mains will be installed in the public roadways. Easements will be provided around the boundary of the subdivision for private utilities such as electric, gas, telephone and cable TV.

Surface drainage from the subdivision flows north and west in the existing roadways and eventually discharges into the detention facility in Skyline Heights Park. The developer has paid their proportionate share of detention facility improvements to correct down-flow problems existing in the vicinity of 11th Street NE and 34th Avenue NE. A storm drainage plan has been drafted for the subdivision and will be finalized and approved by the City Engineer.

To fulfill the subdivision's park obligation, the developer has paid a fee in lieu of dedicating land, which is acceptable to the Park and Recreation Department.

It is worth noting that 36th Avenue NE will continue to receive the bulk of traffic that new subdivisions in the area are generating, including this one. The various new subdivisions, supplements and phases in the area will cumulatively have an impact over time on the area's roads. Long-range plans to create another east-west collector to the north will eventually divert some traffic from this Avenue. Also, the recent westward extension of 36th Avenue NE to 2nd Street NE has given area residents a more direct western route to Skyline Drive and 6th Street NW. 36th Avenue NE/NW is eventually expected to reach 6th Street NW directly, which will give residents even better access. Finally, subdivisions to the north will connect to Bootlegger Trail in a few years, which will also alleviate some of the traffic at the 9th Street NE/36th Avenue NE intersection.

Although current traffic volumes on area collectors are still relatively low and there is sufficient capacity on those roads and nearby intersections for the traffic that would be generated by the 16 new lots this subdivision proposes, the streets in the area should be monitored as this project and others become more fully developed and as traffic patterns become better established. Adjustments to existing signing and/or the installation of new signing at intersections may be a future consideration, when warranted.

Subject property is located on the fringe of the City, which has been attracting high quality single-family dwelling units. The subdivision is a natural projection of urban growth.

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

Subject property is presently zoned in the County as “A-1” Agricultural District and it is proposed Water Tower Park Addition be zoned R-2 Single-family medium density district, upon annexation to the City.

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

- a) is designed in accordance with the growth policy (comprehensive plan);
- b) is designed to lessen congestion in the streets;
- c) will secure safety from fire, panic or other dangers;
- d) will promote health and the general welfare;
- e) will provide adequate light and air;
- f) will prevent overcrowding of land;
- g) will avoid undue concentration of population;
- h) will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- i) gives reasonable consideration to the character of the district;
- j) gives reasonable consideration to the peculiar suitability of the property for particular uses;
- k) will conserve the value of buildings; and
- l) will encourage the most appropriate use of land throughout the municipality.

It is anticipated the planned single-family use of the property will be compatible with neighboring uses. Therefore, staff concluded the twelve criteria stated above are substantially met.

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

Fiscal Impact: Providing services to the single-family lots in the subdivision is expected to be a negligible cost to the City. Any increased costs likely will be covered by increased tax revenues from improved properties.

Alternates: The City Commission could deny acceptance of Ordinance 3012 on first reading and not set the public hearing. However, such action would deny the applicants due process and consideration of a public hearing, as provided for in City Code and State Statute.

Attachments/Exhibits:

- 1. Ordinance 3012
- 2. Vicinity/Zoning Map
- 3. Reduced copy of final plat

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
TD Land Development, 618 Central Ave, Great Falls, MT, 59401
HKM Engineering, P O Box 49, Great Falls, MT, 59403

ORDINANCE 3012

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-2 SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO WATER TOWER PARK ADDITION, IN NE¼NE¼ SECTION 36, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, TD Land Development is the owner of record of Water Tower Park Addition, in NE¼NE¼ Section 36, Township 21 North, Range 3 East, P.M.M., Cascade County, Montana; and,

WHEREAS, TD Land Development has petitioned the City of Great Falls to annex Water Tower Park Addition; and,

WHEREAS, TD Land Development has petitioned said Water Tower Park Addition, be assigned a City zoning classification of R-2 Single-family medium density district, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of R-2 Single-family medium density district, to Water Tower Park Addition, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 18th day of November, 2008, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and recommended that the said zoning 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 of Water Tower Park Addition be designated as R-2 Single-family medium density district classification.

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 resolution annexing Water Tower Park Addition into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA,
this 18th day of November, 2008.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, 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 the foregoing Ordinance 3012 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 18th day of November, 2008 and approved by the Mayor of said City on the 18th day of November, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 18th day of November, 2008.

Lisa Kunz, City Clerk

(CITY SEAL)

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

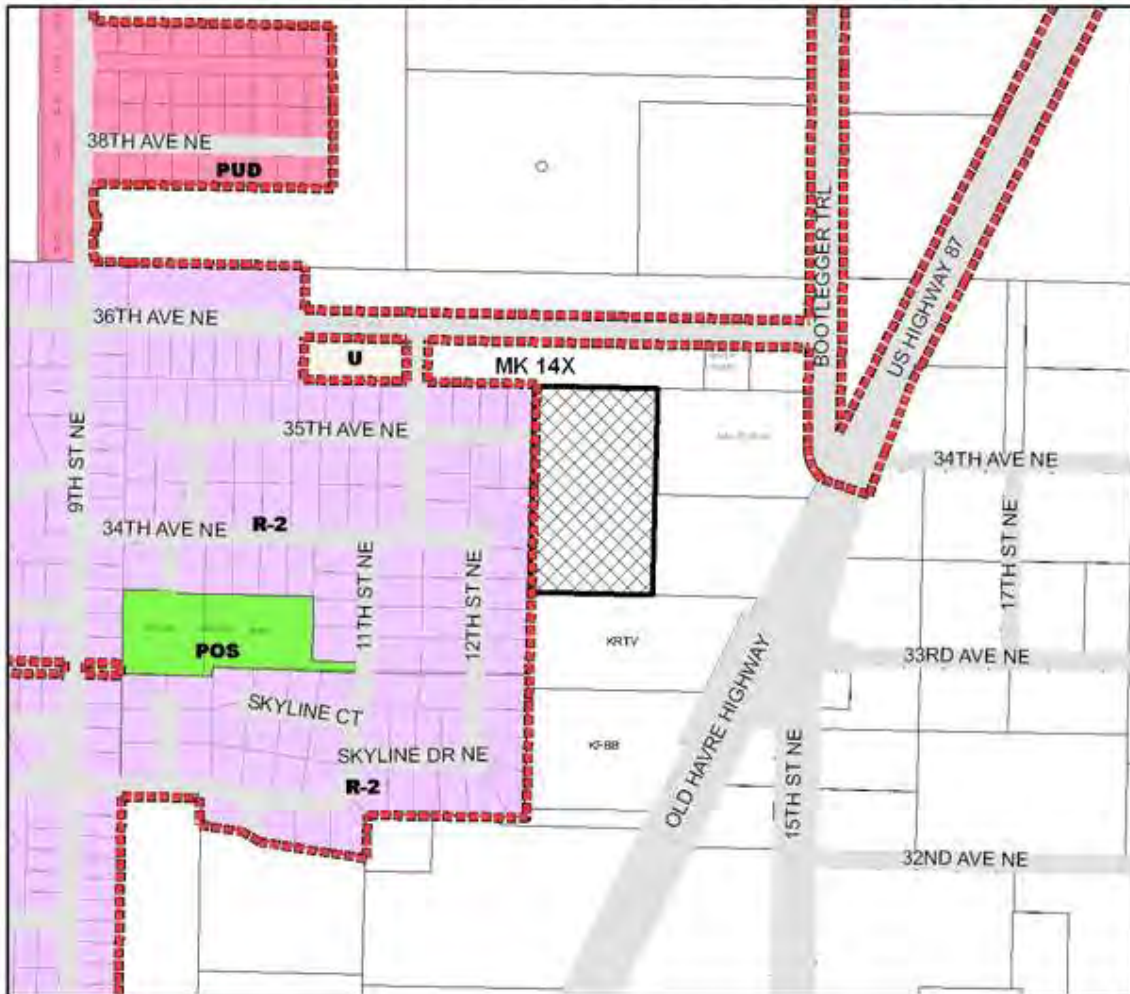
I, Lisa Kunz, being first duly sworn, deposes and says: That on the 18th day of November, 2008 and prior thereto, I was the City Clerk of the City of Great Falls, Montana; that as said City Clerk, I did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 3012 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:





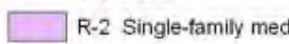

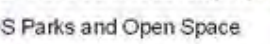
- On the Bulletin Board, first floor, Civic Center Building;
- On the Bulletin Board, first floor, Cascade County Court House;
- On the Bulletin Board, Great Falls Public Library

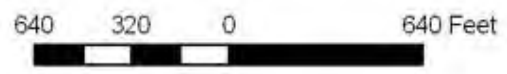
Lisa Kunz, City Clerk

(CITY SEAL)

VICINITY/ZONING MAP



-  FINAL PLAT OF WATER TOWER PARK ADDITION TO BE ANNEXED TO THE CITY AND ASSIGNED A CITY ZONING CLASSIFICATION OF "R-2" SINGLE-FAMILY MEDIUM DENSITY DISTRICT
-  City Limits
-  PUD Planned unit development
-  U Unincorporated enclave
-  R-2 Single-family medium density
-  POS Parks and Open Space
-  Tracts of land outside City



SUBDIVISION PLAT OF WATERTOWER PARK ADDITION TO THE CITY OF GREAT FALLS

NE¼ NE¼, SEC. 36, T 21 N, R 3 E, P.M.M.
CASCADE COUNTY, MONTANA

CERTIFICATE OF DEDICATION

We, the undersigned property owner(s), do hereby certify that we have caused to be surveyed, for the purpose of dedicating streets and the subdivision of Lots and Blocks the following described land in Great Falls, Cascade County, Montana, to wit:

DESCRIPTION

The land being described lies in the NE¼ NE¼, Section 36, T. 21 N., R. 3 E., P.M.M. Cascade County, Montana.

Watertower Park Addition:
Beginning at NE corner of Certificate of Survey #3762, and the True Point of Beginning; Thence S 89°25'45" E, 406.68'; Thence S 00°47'01" W, 683.32 ft.; Thence N 89°14'00" W, 406.48 ft.; Thence N 0°46'00" E, 681.93' to the True Point of Beginning.

Herein described Subdivision contains 6.369 acres

The above described tract of land is to be known and designated as the subdivision plat of Watertower Park Addition to the City of Great Falls, Cascade County, Montana, and the land included in all streets and avenues shown on said plat are hereby granted and donated to the use of the public forever.

NOTICE OF SOIL CONDITIONS
Take notice all prospective purchasers of land in this subdivision that the soils contained on lots within this subdivision may not adequately accommodate load bearing improvements or structures without appropriate remedial measures and may be susceptible to adverse groundwater conditions. As such, all prospective purchasers are advised to consult with and obtain the recommendation of a geo-technical engineer before initiating construction.

CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND

I, Gregory T. Doyon, City Manager of the City of Great Falls, Cascade County, Montana, do certify that the City Commission of the City of Great Falls, Montana, at a regular meeting held on the ___ day of _____, 2008, found no necessity due to the size and location of the Plat of Watertower Park Addition to the City of Great Falls, Cascade County, Montana, and instead accepted a cash donation in the sum of \$_____ for the park fund in lieu of the land that would have been dedicated if a dedication were made, in accordance with Section 76-3-621(1)(a), M.C.A.

City Manager, City of Great Falls, Montana

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 Plat of Watertower Park Addition and the survey it represents, and that I find the same conform to regulations governing the platting of lands, and to presently platted adjacent land, as near as circumstances will permit and I do hereby approve the same. Dated this ___ day of _____, 2008.

Jim Rearden
Public Service Director
City of Great Falls, Montana

CERTIFICATE OF CITY COMMISSION

I, Gregory T. Doyon, City Manager of Great Falls, Montana, do hereby certify that the accompanying plat was duly examined and approved by the City Commission of the City of Great Falls at its regular meeting held on the ___ day of _____, 2008.

City Manager, City of Great Falls, Montana

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, Gregory T. Doyon, City Manager of the City Great Falls, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the ___ day of _____, 2008, 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 said facilities of the City of Great Falls, Montana, and this certificate is made pursuant to section 76-4-124 M.C.A., permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.

City Manager, City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, John Harding, Chairman of said Great Falls City Planning Board, Great Falls, Cascade County, Montana, and Benjamin M. Rangel Secretary of said Great Falls City Planning Board, do hereby certify that the accompanying Subdivision Plat of Watertower Park Addition to Great Falls, Cascade County, Montana has been submitted to the said Great Falls City Planning Board of Great Falls, Cascade County, Montana, for examination by them and was approved at a meeting held on the ___ day of _____, 2008.

Chairman, Great Falls
Planning Board

ATTEST:

Secretary, Great Falls
Planning Board

TD Land Development _____ this day of _____, 2008.

TD Land Development _____ this day of _____, 2008.

State of Montana
County of Cascade

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the persons who executed the foregoing Certificate of Dedication, and they acknowledged to me that they executed the same.

Signature of Notary _____

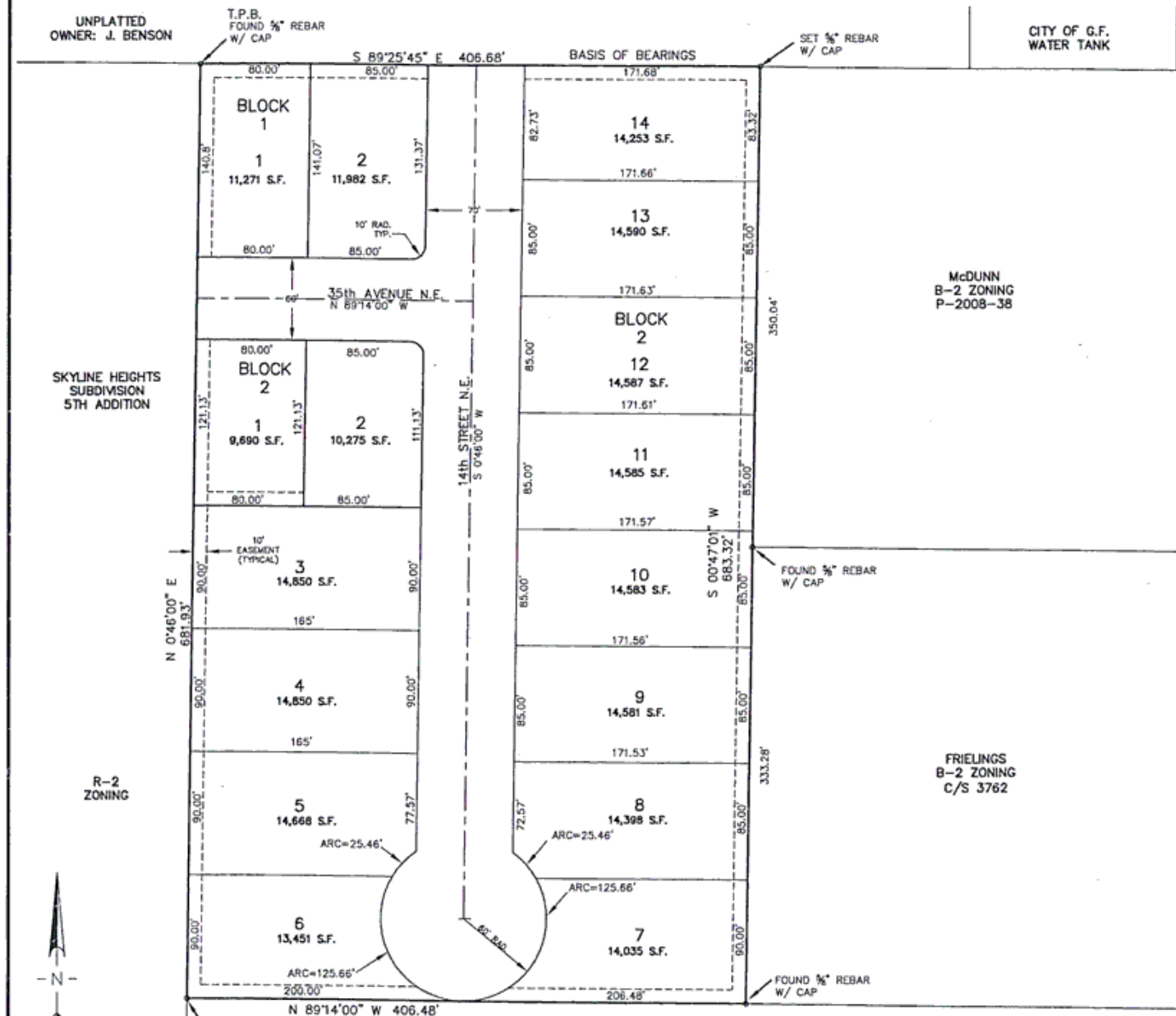
Printed Name of Notary _____
Notary Public for the State of Montana
Residing at Great Falls, Montana
My commission expires _____

CERTIFICATE OF SURVEYOR

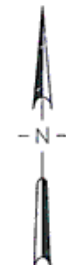
State of Montana
County of Cascade

Dwight L. Axelsen, a Registered Land Surveyor, do hereby certify that I have performed the survey on the attached Plat of Watertower Park Addition; that such survey was made on the 21st day of April, 2008, that said survey is true and complete as shown. Dated this ___ day of _____, 2008.

Dwight L. Axelsen Registration No. 8641 LS



BLOCK NO.	LOTS	ZONING	AREA
1	1-2	R 2	23,248 sf
2	1-14	R 2	193,396 sf
TOTAL	16		216,644 sf
ROAD AREA			60,790 sf



LEGEND

- FOUND SECTION CORNER
- PIN / CAP
- EXISTING MONUMENT

County Treasurer's Certification

I hereby certify that no real property taxes assessed and levied on the land being divided are delinquent.

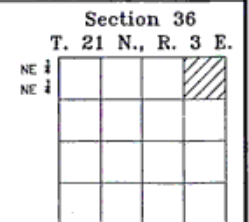
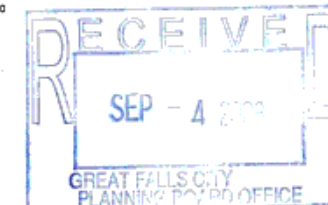
Cascade County Treasurer

Cascade County Clerk and Recorder

BASIS of BEARING

Basis of bearing is the North boundary of C/S 3762, Section 36, Township 21 North, Range 3 East of the P.M.M.

Date Drawn: April, 2008 Drawn by: JWG Checked by: _____ Project No. 825198.101



COUNTY OF CASCADE
SUBDIVISION PLAT No. _____
NE¼ NE¼, Sec. 36, Township 21 North, Range 3 East of the P.M.M.

Prepared for:
TD Land Development
618 Central Avenue
Great Falls, MT 59405

Page
1
of
1



Item: Ordinance 3020 to Assign City Zoning to New Castle Condominiums Subdivision

From: Charles Sheets, Planner 1

Initiated By: Harold Poulsen, Property Owner and Developer

Presented By: Benjamin Rangel, Planning Director

Action Requested: City Commission accept Ordinance 3020 on first reading and set a public hearing for November 18, 2008, to consider adoption of Ordinance 3020.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/deny) Ordinance 3020 on first reading and set a public hearing for November 18, 2008.”

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

Zoning Commission Recommendation: At the conclusion of a public hearing held August 26, 2008, the Zoning Commission passed a motion recommending the City Commission assign a City zoning classification of PUD Planned unit development district upon New Castle Condominiums Subdivision, upon annexation to the City.

Background: The Planning Office is in receipt of applications from Harold Poulsen regarding the following:

- 1) Subdivision Plat of New Castle Condominiums Addition, in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18 and Government Lot 1, Section 19, Township 20 North, Range 4 East, Cascade County, Montana.
- 2) Annexation of the area contained in said plat, consisting of 3.51 acres to the City.
- 3) Establishing a City zoning classification of PUD Planned unit development district to said Subdivision Plat, upon annexation.

Said parcel is located at the southeast corner of the intersection of 13th Street South and 24th Avenue South. The parcel is presently vacant and the owner intends to construct 27 residential condominiums.

For additional information, please refer to the attached Vicinity/Zoning Map, preliminary Subdivision Plat and PUD Site Plan attached to Ordinance 3020 as Exhibit "A".

Access to the subdivision would be via 24th Avenue South and its connection to Castle Pines Drive. An additional access would involve the westerly extension of 25th Avenue South. No access or private drives will be allowed directly onto 13th Street South or 24th Avenue South. The developer will be required to install standard City paving, curb and gutter for the roadways within the subdivision. City water mains and sanitary sewer mains are proposed to be installed in the public roadways within the subdivision. Easements will be provided around the boundary and within the subdivision for private utilities such as electric, gas, telephone and cable TV.

Surface drainage from the subdivision flows north and east within the proposed roadways to the existing inlet in 25th Avenue South. A storm drainage plan is required and the developer's engineer will work with City staff to develop the plan.

According to the Master Plan Agreement, the developer of Castle Pines Phase 1 paid to the City \$12,261.00 in lieu of dedicating park land for the area covered by the original master plan for Castle Pines Subdivision. New Castle Condominiums Subdivision was included within that original master plan area.

An Off-Site Improvement Trust Fund was established in conjunction with Castle Pines Phase 1 wherein as each lot is sold a monetary amount is deposited in the trust fund to assist in the eventual improvement of 13th Street South and 24th Avenue South, including water main installation and providing a secondary water source to the Castle Pines area. Owner has agreed to deposit, as each condominium is sold in Subdivision, \$893.70 in to the referenced trust fund. Said monetary amount was agreed upon by the Owner and the City.

The applicant has requested the subject property be zoned PUD Planned unit development district, upon annexation to the City.

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

- a) is designed in accordance with the growth policy (comprehensive plan);
- b) is designed to lessen congestion in the streets;
- c) will secure safety from fire, panic or other dangers;
- d) will promote health and the general welfare;
- e) will provide adequate light and air;
- f) will prevent overcrowding of land;
- g) will avoid undue concentration of population;
- h) will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- i) gives reasonable consideration to the character of the district;
- j) gives reasonable consideration to the peculiar suitability of the property for particular uses;
- k) will conserve the value of buildings; and
- l) will encourage the most appropriate use of land throughout the municipality.

Subject property is an unincorporated enclave created by the development and annexation of the surrounding single-family residences on two sides of the property and the annexation of

adjoining roadway rights-of-way. The proposed single story condominiums would provide an additional ownership option and a good mix with other residences being built in the area. Goals of the land use element of the Great Falls Growth Policy include:

- To support and encourage efficient, sustainable development and redevelopment throughout the community.
- To support and encourage a compatible mix of land uses in newly developing areas.

Applicable policy statements include: 1) residential land uses should be planned and located so that they do not result in adverse impacts upon one another; 2) annexation eliminates an unincorporated enclave; and 3) annexation results in efficient use of City services. Therefore, staff concludes the criteria are substantially met.

At the public hearing held August 26, 2008, one neighboring owner spoke, as an opponent, with concerns about vehicle access, increased traffic, noise and dust from the construction site. At the conclusion of the hearing, the Zoning Commission passed a motion recommending the City Commission assign a zoning classification of PUD Planned unit development district to the subject property, upon annexation to the City.

The request to annex the property will also be addressed during the proposed City Commission public hearing on November 18, 2008.

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

Fiscal Impact: Providing services to the proposed project is expected to be a negligible cost to the City. Any increased costs likely will be covered by increased tax revenues from improved properties.

Alternatives: The City Commission could deny acceptance of Ordinance 3020 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:

1. Vicinity/Zoning Map
2. Ordinance 3020
3. Reduced preliminary plat of New Castle Condominiums Subdivision

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Harold Paulsen, P.O. Box 1376, Great Falls, MT 59403
Woth Engineering, Inc., 1725 41st St S. Great Falls, MT 59405

ORDINANCE 3020

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT TO NEW CASTLE CONDOMINIUMS SUBDIVISION, IN THE SW¼SW¼ SECTION 18 AND GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, CASCADE COUNTY, MONTANA, ALL AS SHOWN ON THE SITE PLAN ATTACHED HERETO MARKED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF

* * * * *

WHEREAS, Harold Poulsen, Owner, has petitioned the City of Great Falls to annex New Castle Condominiums Subdivision, in the SW¼SW¼ Section 18 and Government Lot 1, Section 19, Township 20 North, Range 4 East, Cascade County, Montana; and,

WHEREAS, the Owner has petitioned the City of Great Falls to assign a City zoning classification of PUD Planned unit development district, upon annexation of New Castle Condominiums Subdivision; and,

WHEREAS, the Owner has agreed that any development of the subject property shall be in accordance with the P.U.D. Site Plan attached, as Exhibit "A"; and,

WHEREAS, notice of assigning a zoning classification of PUD Planned unit development district to New Castle Condominiums Subdivision was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 18th day of November, 2008, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and recommended that the said zoning 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 described 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 of New Castle Condominiums Subdivision be designated as PUD Planned unit development district subject to the building envelopes, setbacks and heights attached hereto as Exhibit "A".

Section 3. This ordinance shall be in full force and effect either 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 resolution annexing New Castle Condominiums Subdivision into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 18th day of November, 2008.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, 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 the foregoing Ordinance 3020 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana at a meeting thereof held on the 18th day of November, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 18th day of November, 2008.

Lisa Kunz, City Clerk

(CITY SEAL)

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

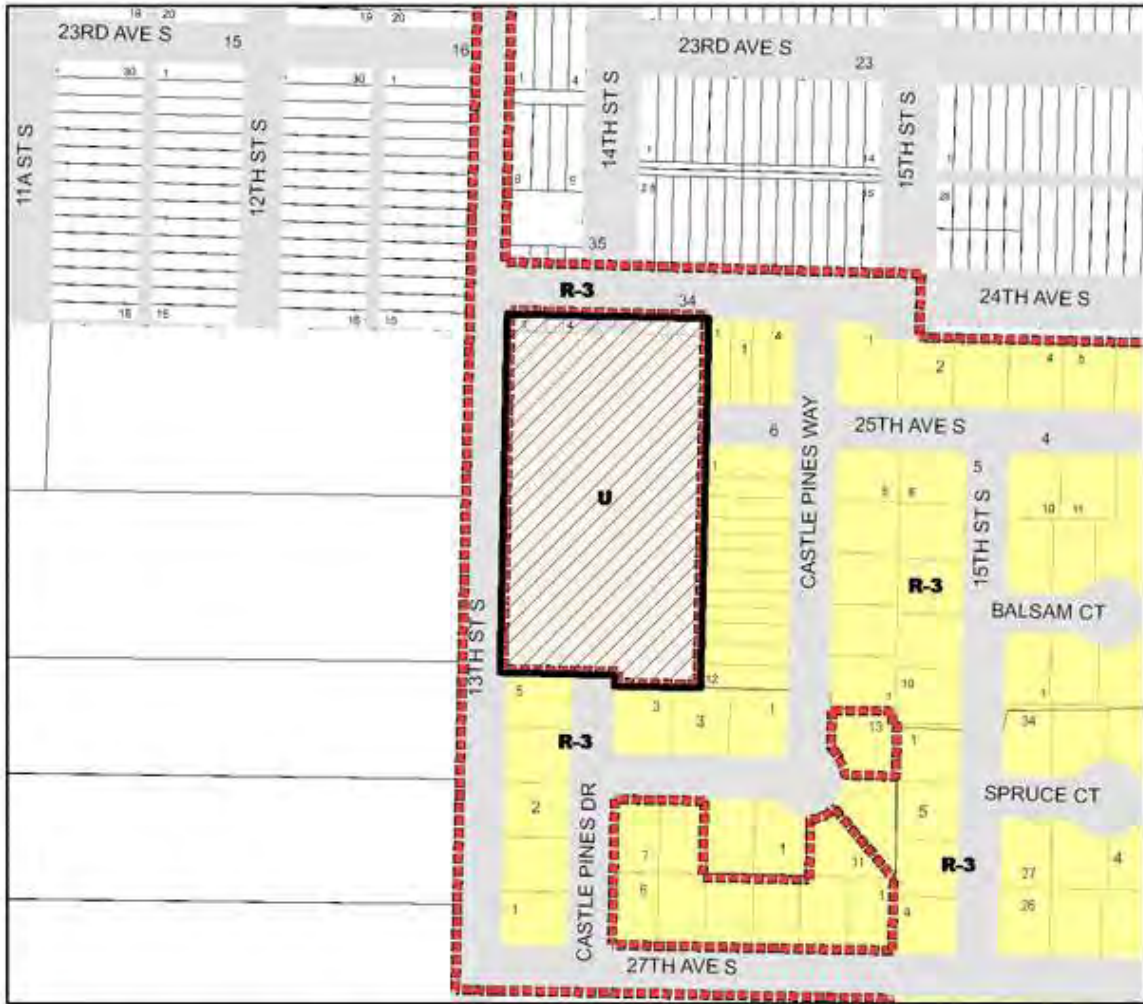
Lisa Kunz, being first duly sworn, deposes and says: That on the 18th day of November, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 3020 of the City of Great Falls, 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

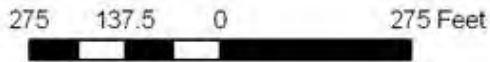
(CITY SEAL)

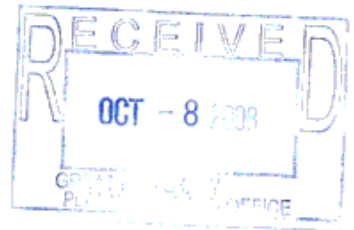
VICINITY/ZONING MAP



 PROPOSED NEW CASTLE CONDOMINIUM ADDITION TO BE ANNEXED TO THE CITY AND ASSIGNED A CITY ZONING CLASSIFICATION OF "PUD" PLANNED UNIT DEVELOPMENT UPON ANNEXATION TO THE CITY

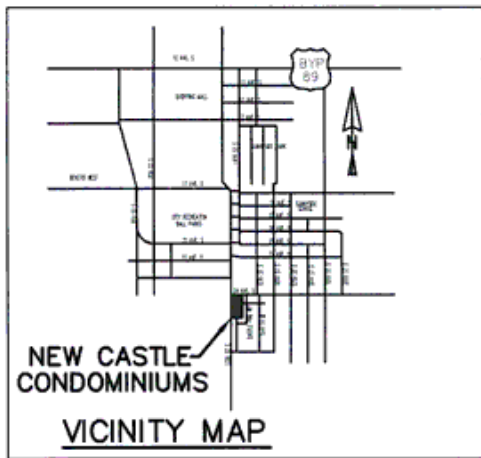
 City Limits  R-3 Single-family high density  U Unincorporated enclave
 Tracts of land outside City





PLAT OF NEW CASTLE CONDOMINIUMS

TO THE CITY OF GREAT FALLS
A SUBDIVISION LOCATED IN G.L.O. LOT 1 OF SECTION 19, AND IN THE SW1/4 SW1/4,
SECTION 18, T20N, R4E, P.M.MT, CASCADE COUNTY, MONTANA



LEGEND

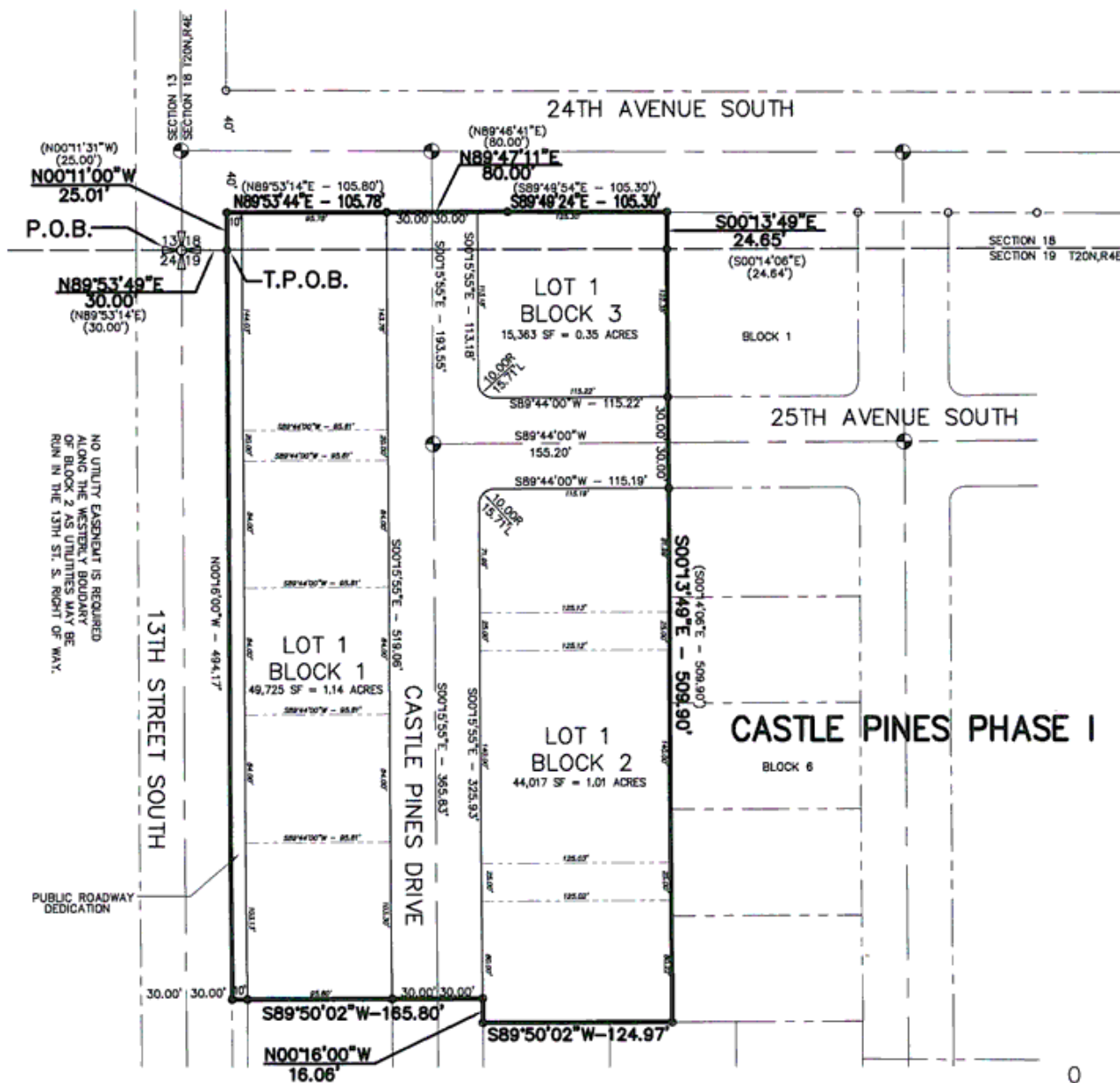
- FOUND SECTION CORNER
- FOUND MONUMENT
- SET IRON PIN AND CAP
- STREET MONUMENT
- P.O.B.** POINT OF BEGINNING
- T.P.O.B.** TRUE POINT OF BEGINNING
- sq. ft. SQUARE FEET
- (0°00'00" - 10.00') RECORD BEARING & DISTANCE
- 0°00'00" - 10.00' MEASURED BEARING & DISTANCE
- CONDOMINIUM EASEMENT DIMENSIONS
- CONDOMINIUM EASEMENTS
- ADDITION BOUNDARY
- NEW PROPERTY LINES
- EXISTING PROPERTY LINES
- EXISTING SECTION LINE
- STREET CENTER LINES

BASIS OF BEARING

BASIS OF BEARING IS TRUE NORTH
BASED ON GEODETIC INVERSES USING
SURVEY GRADE G.P.S. SYSTEM.

AREAS

STREETS -	43,901 SF = 1.01 ACRES
LOTS -	109,105 SF = 2.50 ACRES
TOTAL AREA -	153,006 SF = 3.51 ACRES
5/8"X24" IRON PIN AND CAP SET AT ALL NEW PROPERTY CORNERS	



0 100 200
SCALE: 1" = 100'



Item: Resolution #9790, Remodel Tax Benefits, 512 2nd Ave N,
Lot 3 & 4, Block 307, GFO

From: Mike Rattray, Community Development Director

Initiated By: Russell Country Properties, LLC

Presented By: Mike Rattray, Community Development Director

Action Requested: City Commission to consider adoption of Resolution #9790, for a remodeling tax benefit for Russell Country Properties, LLC, 512 2nd Avenue North, Lot 3 & 4, Block 307, Great Falls Original Townsite

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission adopt Resolution #9790.”

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

Staff Recommendation: Staff recommends the adoption of Resolution #9790, for a remodeling tax benefit for Russell Country Properties, LLC, 512 2nd Avenue North, Lot 3 and 4, Block 307, Great Falls Original Townsite.

Background: The property owner, Russell Country Properties, LLC, has remodeled the building at 512 2nd Avenue North. The building permit was issued January, 2008, and the project was completed in July 2008, at an estimated cost of \$900,000. The applicant is requesting approval of the tax benefits and Resolution No. 9790 has been prepared to comply with the requirement that all applications be approved by resolution. Approval of the application will allow for the taxes generated from the expansion to be added to the existing taxes over a five-year period in increments of 20 percent each year.

Section 15-24-1501, MCA, provides the local government option of giving Tax Benefits for the Remodeling, Reconstruction or Expansion of Existing Buildings or Structures. The law governing this incentive was amended in 1985 requiring that each local governing body (City and County) may approve the Tax Benefit on a project by project basis. If one local government body approves the tax benefit and the other does not, the benefit will apply only to the mills levied by

the approving governing body. In addition, tax benefits do not include any relief from state-wide levies and local government approval of the application must be by resolution.

The City Commission's policy regarding the approval of remodeling tax benefits was established by Resolution 9004, approved January 19, 1999, and requires that all property taxes on all property owned by the applicant be current and that the applicant be allowed to take advantage of only one City program available to provide local development assistance. This policy came about as a result of concern that certain projects were taking advantage of extremely low interest rates, city sponsored new construction or rehabilitation loan programs designed to improve building conditions, improve blighted areas and expand the tax base. After receiving the low interest loans, some developers were then applying for the reduction in property taxes, which had the net effect of canceling some of the benefits the City was supposed to derive from making the original loan.

In applying this policy to the application received from the current owners, we find that all property taxes are current and that the applicants have not received City financial assistance from other programs.

Concurrences: Not applicable.

Fiscal Impact: Approval of the application will allow for the taxes generated from the expansion to be added to the existing taxes over a five-year period in increments of 20 percent each year.

Alternatives: The City Commission may or may not adopt Resolution # 9790.

Attachments: Resolution No. 9790
Application (Not available online; on file in City Clerk's Office.)

cc: Russell Country Properties, LLC
623 2nd Avenue North
Great Falls, MT 59401

RESOLUTION NO. 9790

A RESOLUTION APPROVING THE APPLICATION FOR
TAX BENEFITS FOR THE REMODELING, RECONSTRUCTION,
OR EXPANSION OF EXISTING BUILDINGS OR STRUCTURES
FOR RUSSELL COUNTRY PROPERTIES, LLC, 512 2ND AVENUE NORTH,
LOT 3 & 4, BLOCK 307, GREAT FALLS ORIGINAL TOWNSITE ,
CASCADE COUNTY, GREAT FALLS, MONTANA

* * * * *

WHEREAS, State Statutes (15-24-1501, MCA), as amended provide the opportunity for local governing bodies to give Tax Benefits for the Remodeling, Reconstruction or Expansion of Existing Buildings or Structures; and

WHEREAS, the local governing body must review each application and determine if it is to be approved or denied; and

WHEREAS, a copy of the processed application form, reflecting the governing body's decision, must be mailed to the Department of Revenue before April 1 of the tax year for which the benefits are sought; and

WHEREAS, Russell Country Properties, LLC has submitted an application for remodel of the building located at 512 2nd Avenue North, Lot 3 & 4, Block 307, Great Falls Original Townsite, Great Falls, Montana.

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

That the City Commission of the City of Great Falls does hereby approve said application for remodeling tax benefit as submitted.

PASSED by the Commission of the City of Great Falls, Montana, on this 21st day of October, 2008.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, 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 the foregoing Resolution No 9790 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 21st day of October, 2008, and approved by the Mayor of said City, on the 21st day of October, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 21st day of October, 2008.

Lisa Kunz, City Clerk

(SEAL OF CITY)



Item: Resolution 9786, Intent to Create Special Improvement Lighting District - City-Owned Residential Lighting District 1303, Bootlegger Addition Phase I

From: Martha Cappis, Operations Supervisor

Initiated By: McIntyre Ent., Inc. & Murphy Real Estate, LLC, Developer and Fiscal Services

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: City Commission Adopt Resolution 9786

Suggested Motion:

1. Commissioner moves:

“I move the City Commission adopt Resolution 9786 and set a public hearing for the creation of Special Improvement Lighting District – City-Owned Residential Lighting District 1303 for November 18, 2008”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 9786 and set a public hearing for the creation of Special Improvement Lighting District – City-Owned Residential Lighting District 1303 for November 18, 2008.

Background: The City Commission adopted Resolution 9506 creating the City’s Street Light Policy on July 19, 2005. This resolution established the City’s policy to own and operate any new street lighting districts, within City limits, requested by property owners or developers, as allowed by MCA 7-12-4301, 7-12-4329, and 7-12-4333. These authorize the City to create lighting districts and to assess the cost of installing and/or maintaining the district to the property owners within the boundaries of such district.

On September 26, 2008, staff received a signed petition, as shown on Exhibit F of the Resolution, from McIntyre Enterprises, Inc. and Murphy Real Estate, LLC, the owner and developers of Bootlegger Addition Phase I, requesting the installation of street lights in the newly annexed subdivision. The petition requests the installation of eight 100 watt HPS Semi-cut off Street Light units mounted on 20-foot steel poles with underground wiring in accordance with the City’s Street Lighting Policy. There are 25 individual properties anticipated within

Bootlegger Addition Phase I. The boundary lines of this area are outlined on Exhibit A of the Resolution.

The signed petition meets all requirements as set forth in the policy for new street light districts. Property owners have 15 days after the date of the first publication of the Legal Notice or written notification as shown on Exhibits D and E, respectively, of the Resolution, to make a written protest against the proposed creation of the Special Improvement Lighting District.

Concurrences: Representatives from the City's Public Works, Fiscal Services, Engineering and Planning Department work with the property owners and developer throughout the review and approval process

Fiscal Impact: The special assessment for the installation costs of the improvements shall be payable over a term not to exceed fifteen years. The estimated first year assessment for construction will be \$156.00 for an average sized lot of 9,276 square feet; and as shown on Exhibit B of the Resolution. The property owners have the right to prepay the assessment as provided by law.

The ongoing estimated annual maintenance assessment will be \$55.43 for an average sized lot of 9,276 square feet. The maintenance costs include energy, transmission, distribution, and other ongoing related costs; and as shown on Exhibit C of the Resolution.

Alternatives: The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 9786 to Create Special Improvement Lighting District 1303.

Attachments/Exhibits: Resolution 9786 w/ Exhibits

A- Map of Proposed Lighting District 1303

B – Estimated Installation Costs of the Improvements

C – Estimated Maintenance Costs of the Improvements

D – Letter to Property Owners within Proposed Lighting District 1303

E – Legal Notice for Publication

F – Copy of Customer Petition

Cc: David Dobbs, City Engineering
Jason Handl, City Engineering
McIntyre Ent., Inc., Developer
Murphy Real Estate, LLC, Developer
Brad Kauffman, GPD Engineering

RESOLUTION NO. 9786

A RESOLUTION DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA TO CREATE SPECIAL IMPROVEMENT LIGHTING DISTRICT-CITY-OWNED RESIDENTIAL LIGHTING NO. 1303 IN THE CITY OF GREAT FALLS, MONTANA FOR THE PURPOSE OF FINANCING THE INSTALLATION OF EIGHT 100 WATT HPS SEMI-CUT OFF STREET LIGHTS ON 20-FOOT STEEL POLES WITH UNDERGROUND WIRING ON PROPERTIES LOCATED WITHIN BOOTLEGGERS ADDITION PHASE I.

WHEREAS, the City Commission of the City of Great Falls, is authorized to create special improvement districts embracing any street or streets or public highway therein or portion thereof and property adjacent thereto or property which may be declared by said City Commission to be benefited by the improvements to be made for the purpose of lighting such street or streets or public highway.

WHEREAS, the City Commission of the City of Great Falls, is authorized to require that all or any portion of the cost of installing and maintaining such lighting system be paid by the owners of the property embraced within the boundaries of such special improvement district.

WHEREAS, the City Commission of the City of Great Falls, is authorized to assess and collect the costs for installation and maintenance by special improvement assessment against the property within the district.

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

Section 1. That public interest and convenience requires and it is deemed necessary to create, and the City Commission of the City of Great Falls, Montana, intends to order and create a Special Improvement Lighting District – City-Owned Residential Lighting No. 1303 to

finance the installation of the improvements hereinafter described as authorized by 7-12-4301 MCA.

Section 2. That the general character of the improvements to be made within or for the benefit of the District is the installation of eight 100 Watt HPS semi-cut off street lighting units mounted on 20-foot steel poles with underground wiring.

Section 3. That the number of said Special Improvement Lighting District is hereby designated as Special Improvement Lighting District – City-Owned Residential Lighting No. 1303 of the City of Great Falls, Montana.

Section 4. That the boundaries of said Special Improvement Lighting District are hereby declared to be as follows:

A portion of Certificate of Survey #1138 in NW ¼ SE ¼, Section 25, T 21 N, R 3 E, P.M.M., Cascade County, Montana. Beginning at the SW corner of Lot VI of said C/S #1138, the TRUE POINT of BEGINNING; Thence N 0 45' W, 265.59 ft along the North-South Midsection line; Thence S 89 27'10" E, 189.08 ft; Thence S 0 32'50" W, 4.75 ft; Thence S 89 41'20" E, 901.94 ft to the West right of way of the Street; Thence N 19 23'27" E, 32.81 ft; Thence S 70 36'33" E, 180.00 ft; Thence S 19 23'27" W, 105.01 ft; Thence S 15 18'33" W, 60.00 ft to the South right of way of the 41st Avenue; Thence S 74 41'27" E, 7.63 ft; Thence S 0 36'33" E, 73.00 ft to the North boundary of Northview Add., Thence N 89 41' W, 1225.60 ft to the TRUE POINT of BEGINNING. Containing 7.441 acres in all.

The lands included in the District are shown on the map attached as Exhibit A, and that the legal descriptions of the lots, parcels and tracts of land within the District are shown on Exhibit B attached hereto.

Section 5. The City Commission hereby finds and determines that all real estate situated in said district will be especially benefited and affected by such improvement and the property included within the boundaries of said district is hereby declared to be the property assessed for the cost and expense of making said improvements. The installation, utility and administrative costs will be assessed against benefited properties within the District on the following basis, pursuant to Section 7-12-4323 MCA:

Each lot or parcel of land within such district to be assessed for that part of the whole cost which its area bears to the area of the entire district, exclusive of streets, avenues, alleys and public places.

The special assessment for the installation cost of the improvements shall be payable over a term not to exceed 15 years. The annual installation costs are estimated to be \$0.013804 per square foot assessable area and the property owners have the right to prepay the assessment as provided by law.

The ongoing annual assessment, for the utility and administrative costs, is estimated to be \$0.00597611 per square foot assessable area.

The assessable area and related costs of construction for each lot or parcel of land is shown on Exhibit B and, the assessable area and estimated costs of maintenance for each lot or parcel of land is shown on Exhibit C attached hereto.

Section 6. That on Tuesday, the 18th day of November 2008, in the City Commission Chambers, in the Civic Center, Great Falls, Montana, at 7:00 o'clock p.m., the Commission will conduct a public hearing on the creation of the Special Improvement Lighting District and pass upon any written protests timely filed against creation of the Special Improvement Lighting District. Within 15 days after the date of the first publication of the notice of passage of this resolution of intention, any property owner liable to be assessed for the cost of the improvements may make written protest against the proposed work or against the extent or creation of the Improvement District.

Section 7. The City Clerk is hereby authorized and directed to publish notice of the adoption of this Resolution twice in the *Great Falls Tribune*, a daily newspaper published in the City of Great Falls, Montana, with at least six days separating each publication.

The Clerk of said City is hereby further directed to mail a copy of said notice to every person, firm or corporation or the agent of such person, firm or corporation having property within the proposed district, at their last known address, upon the date of the first publication of said notice. The letter is attached as Exhibit D and the notice is attached as Exhibit E.

PASSED AND ADOPTED by the Commission of the City of Great Falls, Montana, on this 21st day of October 2008.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved for Legal Content: 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 the foregoing Resolution 9786 was passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 21st day of October 2008, and approved by the Mayor of said City on the 21st day of October 2008.

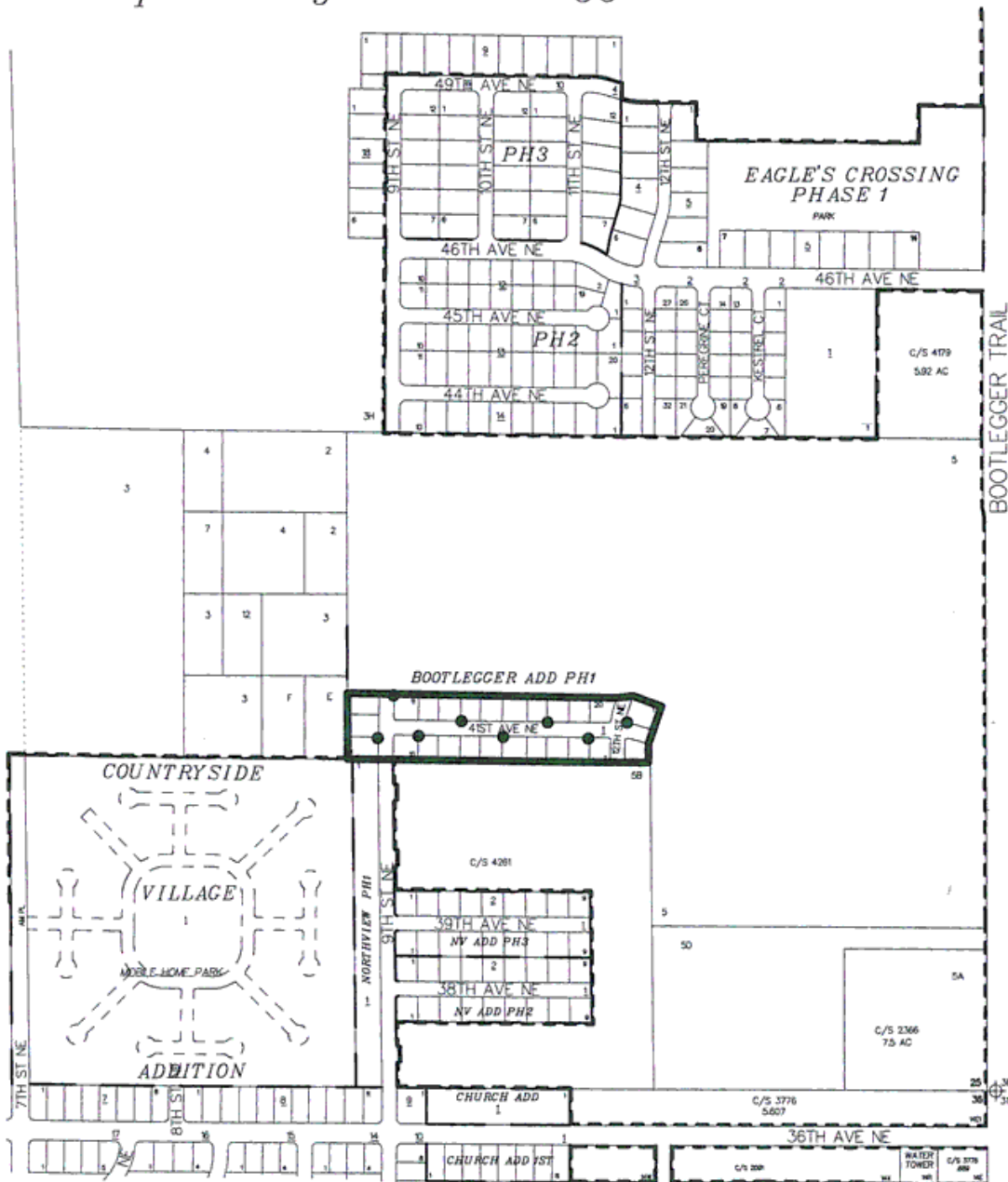
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 21st day of October, 2008.

Lisa Kunz, City Clerk

(SEAL OF CITY)

Resolution 9786

Proposed Lights Bootlegger Addition PH1



- City Limit Line
- Bootlegger Addition PH1*
- *Proposed Lights*

EXHIBIT A

RESOLUTION 9786 EXHIBIT B

SPECIAL IMPROVEMENT LIGHTING DISTRICT 1303
INSTALLATION COSTS

Total Construction Costs: \$ 33,500.00

Improvements: Street Lighting

Term in Years 15

1st draw date 7/1/2009

bill thru date 7/1/2010

365

Annual

Daily

Interest Rate 5.00%

0.0137%

Average Lot Size

Average

Total Cost per Square Foot: 0.144465671

(address columns F & G)

9,276

Annual Assessment

\$156.33

PARCEL	BLOCK	LOT	SUB-DIVISION	NAME	SET UP AREA (SQUARE FEET)	TOTAL ASSESSMENT	PRINCIPAL PER YEAR	ANNUAL INTEREST	1st Year TOTAL ANNUAL PYMT
2577510	Original Parcel		Bootlegger Addition I	Murphy Real Estate LLC, ETAL	231,889	\$ 33,500.00	2,233.33	1,675.00	3,908.33
Will be split into the following:									
1	1	1	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,370	1,209.18	80.61	60.46	141.07
2	1	2	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,500	1,227.96	81.86	61.40	143.26
3	1	3	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	1,300.19	86.68	65.01	151.69
4	1	4	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	1,155.73	77.05	57.79	134.83
5	1	5	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	10,000	1,444.66	96.31	72.23	168.54
6	1	6	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	1,300.19	86.68	65.01	151.69
7	1	7	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	1,155.73	77.05	57.79	134.83
8	1	8	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	1,300.19	86.68	65.01	151.69
9	1	9	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	1,155.73	77.05	57.79	134.83
10	1	10	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,958	1,438.59	95.91	71.93	167.84
11	2	11	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,889	1,428.62	95.24	71.43	166.67
12	2	12	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	1,155.73	77.05	57.79	134.83
13	2	13	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	1,300.19	86.68	65.01	151.69
14	2	14	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	1,155.73	77.05	57.79	134.83
15	2	15	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	1,300.19	86.68	65.01	151.69
16	2	16	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	10,000	1,444.66	96.31	72.23	168.54
17	2	17	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	1,155.73	77.05	57.79	134.83
18	2	18	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	1,300.19	86.68	65.01	151.69
19	2	19	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,500	1,227.96	81.86	61.40	143.26
20	2	20	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,319	1,346.28	89.75	67.31	157.07
21	3	1	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	11,201	1,618.16	107.88	80.91	188.79
22	3	2	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	11,352	1,639.97	109.33	82.00	191.33
23	3	3	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	10,890	1,573.23	104.88	78.66	183.54
24	5	1	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	13,046	1,884.70	125.65	94.23	219.88
25	6	1	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,864	1,280.54	85.37	64.03	149.40
					231,889	\$33,500.00	\$2,233.33	\$1,675.00	\$3,908.33

**SPECIAL IMPROVEMENT LIGHTING DISTRICT 1303
ANNUAL MAINTENANCE ASSESSMENT**

Estimated Cost of Operation
and Routine Maintenance \$ 1,385.79

Annual Cost per Square Foot: \$ 0.00597611

Average Lot Size 9,276
Average Annual Maintenance \$55.43

(address columns F & G)

PARCEL	BLOCK	LOT	SUB-DIVISION	NAME	SET UP AREA (SQUARE FEET)	Estimated ANNUAL MAINTENANCE
2577510	Original Parcel	0	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	231,889	1,385.79
Will be split into the following:						
1	1	1	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,370	50.02
2	1	2	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,500	50.80
3	1	3	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	53.78
4	1	4	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	47.81
5	1	5	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	10,000	59.76
6	1	6	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	53.78
7	1	7	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	47.81
8	1	8	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	53.78
9	1	9	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	47.81
10	1	10	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,958	59.51
11	2	11	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,889	59.10
12	2	12	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	47.81
13	2	13	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	53.78
14	2	14	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	47.81
15	2	15	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	53.78
16	2	16	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	10,000	59.76
17	2	17	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,000	47.81
18	2	18	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,000	53.78
19	2	19	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,500	50.80
20	2	20	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	9,319	55.69
21	3	1	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	11,201	66.94
22	3	2	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	11,352	67.84
23	3	3	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	10,890	65.08
24	5	1	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	13,046	77.96
25	6	1	Bootlegger Addition I	Murphy Real Estate LLC, ETAL	8,864	52.97
					231,889	\$1,385.79

Exhibit D

October 22, 2008

Property Owner
123 Anywhere Street
Great Falls, MT 59404

Parcel No.: XXXXXX

INTENT TO CREATE RESOLUTION NO. 9786

Dear Property Owner:

The creation of Special Improvement Lighting District – City-Owned Residential Lighting No. 1303 is being considered as petitioned by the developer of Bootlegger Addition Phase I. This petition has started the process to install eight 100 Watt HPS semi cut-off street lighting units on 20 foot steel poles with underground wiring within the boundaries of said addition.

If the City Commission adopts the proposed resolution, it would result in an **estimated** annual lighting installation assessment of \$128.04 for 15 years, and an ongoing annual maintenance assessment of \$55.43 for your property. The total costs will be split proportionately to the 25 planned parcels contained within Bootlegger Addition Phase I and will appear on the property tax bill beginning with the 2009/2010 assessment year.

Montana State Law requires sending individual notices of intent to each affected property owner in addition to the publication of the legal notice relating to the creation and assessment of the district. The enclosed notice is scheduled to be published in the *Great Falls Tribune* on Friday, October 24, 2008 and again Friday, October 31, 2008.

At any time within 15 days after the date of the first publication of the notice of the resolution of intent, any owner of property liable to be assessed for said work may make written protest against the creation of the district. Such notice must be in writing, must list the property address and parcel number if known, must include signatures of all owners of the property, must indicate the resolution number being protested and may be mailed to City Clerk, PO Box 5021, Great Falls, MT 59403 or hand-delivered to the City Clerk, Civic Center, 2 Park Drive, Great Falls, MT, who shall endorse thereon the date of its receipt.

Each protest shall be weighted in proportion to the amount of the assessment to be placed upon the lot or parcel of property. If the City Commission finds that such protests constitute a majority of the total assessments, the resolution will be denied. The City Commission shall proceed to hear and pass upon all protests so made, and its decision shall be final and conclusive.

You are invited to attend the public hearing for the creation of Special Improvement Lighting District – City-Owned Residential Lighting No. 1303 on November 18, 2008 at 7:00 o'clock p.m. in the Commission Chambers, Civic Center, 2 Park Drive, Great Falls, MT.

Re: Intent to Create Resolution No. 9786
Page 2

If you have any questions regarding the creation of this district, please call me at 455-8484 or by email at mcappis@greatfallsmt.net.

Sincerely,

Martha Capps
Operations Supervisor
City of Great Falls

Enc: Legal Notice

Exhibit E

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that on the 21st day of October 2008 the City Commission of the City of Great Falls, Montana, adopted Resolution 9786, entitled:

A RESOLUTION DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA TO CREATE SPECIAL IMPROVEMENT LIGHTING DISTRICT CITY-OWNED RESIDENTIAL LIGHTING NO. 1303 IN THE CITY OF GREAT FALLS, MONTANA FOR THE PURPOSE OF FINANCING THE INSTALLATION OF EIGHT 100 WATT HPS SEMI-CUT OFF STREET LIGHTS ON 20-FOOT STEEL POLES WITH UNDERGROUND WIRING ON PROPERTIES LOCATED WITHIN BOOTLEGGERS ADDITION PHASE I.

Resolution No. 9786 is on file in the office of the City Clerk, Lisa Kunz, (406) 455-8541, Civic Center, 2 Park Drive, Great Falls, Montana, to which reference is hereby made for a full description of the boundaries of said district.

The City Commission of the City of Great Falls, Montana, recognizes a need for a special improvement lighting district for the installation of street lighting. This will result in an estimated annual assessment during the first fifteen (15) years in the newly created area of \$183.48 for an average lot of 9,276 square feet for the construction, installation, and maintenance of the lights. The on going annual maintenance assessment, including energy and distribution costs is estimated at \$55.43 for an average lot of 9,276 square feet.

The City Commission of the City of Great Falls, Montana, will be in session on the 18th day of November, 2008 at 7:00 o'clock p.m., in the Commission Chambers, Civic Center, 2 Park Drive, Great Falls, MT, at which time and place the City Commission will hear objections to the intent to create said Special Improvement Lighting District – City-Owned Residential Lighting No. 1303. Any person or persons, who are owners of any lot or parcel of land within said Special Improvement Lighting District No. 1303, who shall, within 15 days after the first publication of this notice have delivered to the City Clerk of the City of Great Falls, a protest in writing against the proposed creation of said special improvement lighting district, shall have the right to appear at said meeting in person or by counsel, and show cause, if any there be, why such special lighting district should not be created.

Publication Dates: October 24, 2008 and October 31, 2008

STREET LIGHT PETITION

DATE: March 26, 2008

TO: The City Commissioners
 City of Great Falls
 Great Falls, Montana

We, the undersigned property owners of Great Falls, respectfully request that a Special Improvement Lighting District be created in the area: **Bootlegger Addition - Phase I**

This is for the anticipated installation of: seven ~~40~~⁸⁰ Watt HPS Semi-cut off Street Light units mounted on 20 foot steel/fiberglass poles with underground wiring, wherein the actual amount of lights, types and sizes will be determined upon final design.

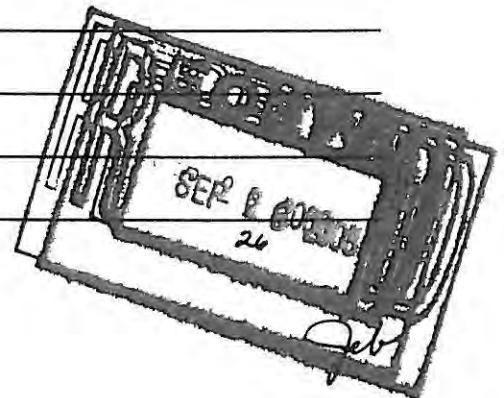
The cost of the Special Improvement Lighting District is to be paid for by the property owners within the district being assessed one hundred percent (100%) of the annual costs.

Using current dollars, this will result in an estimated annual assessment during the first fifteen (15) years in the newly created area of \$164.44 for an average lot of 9,276 square feet for the installation and maintenance of the lights. The second fifteen (15) years the costs will be approximately \$55.43 for a average lot of 9,276 square feet for the maintenance of the lights.

The street lighting system is to be installed, owned and maintained by the City of Great Falls.

We are the respective owners of the following described city lots abutting upon and which will be benefited by said proposed improvements, and we hereby agree to pay the assessments levied by the City of Great Falls upon the respective properties, to defray the costs of said improvements.

NAME	ADDRESS	LOT	BLOCK
1	METISSE ENTERPRISES INC 719 W 3RD WHITEFISH MT 59937		
2	John Utter		ALL LOTS
3	Mystic Realty 155 1/2 S 1st Libe P.O. 2972 Great Falls MT 59403		
4	Henry M. Meyer		All lots
5			
6			
7			
8			
9			
10			



Regular City Commission Meeting

Mayor Stebbins presiding

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL: City Commissioners present: Dona Stebbins, Bill Bronson, Mary Jolley, John Rosenbaum and Bill Beecher. Also present were the City Manager, Assistant City Manager, City Attorney, Directors of Community Development, Fiscal Services, Library, Park and Recreation, Planning and Public Works, the Fire Chief, Police Captain, and the City Clerk.

ANNOUNCEMENT: Jim Keough and Vinney Purpura announced that the Great Falls Voyagers won the Pioneer League championship and presented the championship trophy that will be on display throughout the year in many businesses in Great Falls. He thanked the Commission for its past support in helping keep the stadium renovated to have professional baseball in Great Falls.

NEIGHBORHOOD COUNCILS

NC 4.

1A. Sandra Guynn, NC 4, thanked Chief Grove and Chief McCamley for their presentations at the Council of Council meeting about the challenges they are facing with their respective budgets. The council is looking forward to additional information about the public safety levy if it should be proposed. Ms. Guynn also thanked the gang unit of the Police Department for their presentation to the council in September. She urged other councils to book the gang unit to talk to their councils. She and her husband were also impressed with how well organized the 1st Annual Crime Prevention Day activities were. Ms. Guynn stated that the council voted at its September meeting to ask the City what it could do to get the property at 4727 2nd Avenue North condemned. The council would like to get this property cleaned up as it is unsafe and unsightly.

NC 7.

1B. Erin Tropila, NC 7, reported that Neighborhood Council 7 would like the City to adopt the disorderly premises ordinance. Every month at their meetings a large amount of time is devoted to problem properties. The same properties come up over and over again. The council supports the first version of the disorderly premises ordinance. Neighborhood Council 7 is also dismayed at the removal of the downtown police officer. She has had many calls and emails from people expressing their fears and anxiety. Ms. Tropila asked the Commission for its reconsideration.

NC 8.

1C. Karen Grove, NC 8, reported that the council met and discussed the proposed rezoning of the park land on 38th Street and voted to ask the City to reconsider rezoning that area and to keep it park land. Ms. Grove read the reasons why the council voted to keep it park land. Ms. Grove also reported that Neighborhood Councils 7 and 8 held a joint welcoming to the new IGA on 1st Avenue North on Saturday and had an

amazing turnout. People are grateful to IGA for bringing the store to that location.

PUBLIC HEARINGS

Ord. 3015. Adopted.

2. ORDINANCE 3015, REZONE PARCEL MARK NO. P1, SECTION 5, T20N, R4E (CITY OWNED PARCEL PREVIOUSLY USED AS COMPOST SITE ON 38TH STREET NORTH.)

Planning Director Ben Rangel reported that the City of Great Falls owns a 10½ acre parcel of land located at the southwest corner of the intersection of 38th Street and River Drive. The City purchased the parcel in 1992 and it was used as a compost site until a few years ago. The parcel was purchased with economic revolving funds for the purpose of land banking it for future possible economic development, provided any future use would be compatible with the adjoining golf course and other recreational uses in the area.

As encouraged by the Great Falls Development Authority, there is interest to rezone the parcel from POS Parks and Open Space to M-2 Mixed-Use Transitional to make the parcel more marketable for development. M-2 zoning allows for commercial, office space, residential and institutional uses and public spaces. It does not permit light or heavy industrial uses. Additionally, the City Commission, via a public hearing process, would have the final say on who the parcel could be sold to. Any private development on the parcel would also be subject to review and approval by the City's Design Review Board.

On September 2, 2008, the City Commission set public hearing for September 16, 2008, to consider Ordinance 3015. At that time, the Commission continued the hearing until this evening to give Neighborhood Council 8 opportunity to discuss the proposed zone change.

After conducting this evening's hearing, Mr. Rangel requested that the City Commission adopt Ordinance 3015.

The City Zoning Commission passed a motion on a 4 to 2 vote recommending City Commission approval of the requested zone change.

Before reconvening the public hearing, Mayor Stebbins stated that three people have previously testified and would appreciate it they would clear the floor for new comments. Mayor Stebbins declared the public hearing open.

Speaking in favor of Ordinance 3015 was **Brett Doney**, President of the Great Falls Development Authority. Mr. Doney recognized the input from the Neighborhood Councils and was pleased the Commission delayed action

to allow time for the councils to meet. Mr. Doney believes this area should be rezoned for three reasons: (1) the land was originally purchased with City economic development funds with the intent to support economic development. He does not know why it was zoned Park and Open Space because it was bought with economic development money. The intent was to put it into use; (2) the City needs a stronger commercial and industrial tax base; and (3) he is seeing great activity in the North Park area. If the City could attract a private company for quality development of the land it could be a gateway to North Park.

Speaking in opposition to Ordinance 3015 was:

Sandra Guynn, Chair of NC 4, read the council's reasons for keeping this area zoned Park and Open Space. Neighborhood Council 4 respectfully requests that the Commission retain this land as Park and Open Space.

Stuart Lewin, 615 3rd Avenue North, stated that he was unaware of a rule that people cannot speak again in favor of an issue. Mayor Stebbins inquired if he had new points to make. Mr. Lewin added that he wanted to point out that he wanted the City to take into account the Missouri River Urban Corridor Plan. One of the principles of the plan was the importance of not developing transportation corridors along the river. Mr. Lewin also commented on the market, a quote from the Pope and a study that showed within decades one-third of the mammal species would be lost on the planet. Mr. Lewin suggested that the City look forward and protect the quality of air, water and life.

Ron Gessaman, 1006 36th Avenue N.E., commented that it seems like greed to him because the Great Falls Development Authority is short on money. In response to Mr. Doney's comments, Mr. Gessaman referred to the map and stated that Central Plumbing was not located in North Park. It does not make sense to him to separate this parcel from the rest of the green parcels in that area on the map. The two roads are the natural dividing line between commercial development and recreational and open park space. Mr. Gessaman does not see how any commercial development could be compatible with the adjacent golf course and other recreational users in the area.

Mike Witsoe, 2612 1st Avenue South, commented that he attended the two neighborhood council meetings and the consensus was not to ruin any more park land. Mr. Witsoe does not believe the City should sell this green, recreational land because when ground is sold, God isn't making any more.

Kathleen Gessaman, 1006 36th Avenue N.E., opposes this ordinance because she does not see a need for it. Ms. Gessaman commented that the property between Coke and Flawless has been for sale for 24 years, is zoned heavy industrial and there is no movement on that property. Ms. Gessaman requested that the Commission table this matter.

Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission.

Commissioner Bronson moved, seconded by Commissioners Beecher and Rosenbaum, that the City Commission approve Ordinance 3015 changing the zoning classification from Park and Open Space to M-2 Mixed Use Transitional, subject to the following terms and conditions:

Prior to any sale or lease of land to a third party the City may require the third party to initiate a traffic study to assess any impacts on traffic from any proposed development.

Mayor Stebbins asked if there was any discussion amongst the Commission. Commissioner Bronson explained that his motion was different than what was proposed by the Zoning Commission and Planning Department. He listened to and considered the comments, but believes there are misconceptions about what will happen if this property is rezoned to M-2. An M-2 classification prohibits all industrial uses, whether light or heavy, construction sales, manufactured home sales, nurseries and casinos. What is allowed are certain types of businesses that would involve the manufacture of light products, like a computer assembly software-type business. These businesses cannot emit odors, have radioactive materials in the vicinity or have any hazardous substances. One of the purposes for the M-2 classification was to create a transitional area between industrial zones, such as the Industrial Park, and the lighter commercial or, in some cases, park and open space and residential areas. This is not park land. When the land was originally purchased it was with the idea that over time it would have some type of commercial possibilities. An M-2 classification is consistent with that. Commissioner Bronson also stated he appreciates Mr. Lewin's references to the Missouri River Corridor Plan. However, this particular area was not within the study corridor, and is not near the river to have any such negative impacts on the river. It is easier to generate interest in future development if the City already has the zoning classification in place. Another concern that has been expressed was traffic. He has taken that into consideration and that is why the special condition was stated on any ultimate use. Any development that is ultimately permitted there is going to have to go through a design review.

Commissioner Jolley asked if the two entities that were interested in this property were businesses that would qualify from the list of permitted uses that Commissioner Bronson read earlier. Mr. Doney responded that Centene had looked at it for office operations, and a customer service corporation. There are no current prospects. Commissioner Jolley asked if condominiums could be built there. Mr. Rangel responded that all types of residential units are permitted within an M-2 zoning classification.

Commissioner Rosenbaum commented that this property was commercial development property because in 1996 or 1997 the City sold this property to Pasta Montana to put a metal warehouse building on it. Pasta Montana didn't use it and sold the property back to the City. The City still has the final say when the property is sold on what goes there and how it is landscaped. A further setback from the highway would be appropriate. That could be a priority set when the City has a proposal. The sale proceeds would go into the City revolving economic budget.

With regard to the corridor issue, Commissioner Beecher added that there is a state road and railroad track along the river. This proposed zone change does not infringe on the River's Edge Trail or river corridor. With the constraints that this property has, in his opinion this is the best possible use of the land.

Commissioner Jolley commented that the Design Review Board looks at the plans, but it doesn't come back to the City Commission to approve. Commissioner Jolley was informed that the City Commission would approve the sale and design.

Motion carried 5-0.

**Res. 9775 and Ord. 3018.
Adopted.**

3A. RESOLUTION 9775, ANNEXES SOUTHERLY 45 FEET OF LOTS 1-4, BLOCK 2, AND LOTS 1-4, BLOCK 3 AND ALL OF LOTS 20-28, BLOCK 3, FINLAY'S SUPPLEMENT TO PROSPECT PARK ADDITION.

3B. ORDINANCE 3018, ASSIGNS ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO THE UNINCORPORATED PORTION OF SAID AMENDED PLAT.

Planning Director Ben Rangel reported that NeighborWorks of Great Falls has submitted an amended plat, an annexation request and a rezoning request for several parcels of land it owns just south of Sunnyside School. Their interest is to combine 27 lots into 13 parcels, annex the parcels and have single family zoning assigned to each. They propose to use five of the parcels for homes being relocated from the future site of the CVS Pharmacy.

On September 2, 2008, the City Commission set public hearing for this evening. After conducting a joint public hearing, Mr. Rangel requested that the City Commission adopt Resolution 9775 to annex, and to adopt Ordinance 3018 to assign R-3 Single-Family Residential zoning. Mr. Rangel also requested the City Commission approve the amended plat, findings of fact and annexation agreement.

The Planning Board/Zoning Commission unanimously recommends City Commission approval.

Mayor Stebbins declared the public hearing open. Speaking in favor of Resolution 9775 and Ordinance 3018 was **Al Henry**, 135 River Front Lane, Director of Operations for NeighborWorks. Mr. Henry commented that the mission has always been to renovate neighborhoods and to provide affordable housing. This is a unique opportunity where they get to do both.

No one spoke in opposition to Resolution 9775 or Ordinance 3018.

Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission.

Commissioner Jolley moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 9775, and approve the Amended Plat, Findings of Fact and Annexation Agreement, all related to the unincorporated portion of the Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay's Supplement to Prospect Park Addition and abutting Rights-of-Way.

Mayor Stebbins asked if there was any discussion amongst the Commissioners. No one responded.

Motion carried 5-0.

Commissioner Jolley moved, seconded by Commissioners Bronson and Rosenbaum, that the City Commission adopt Ordinance 3018.

Motion carried 5-0.

**Res. 9773 and Ord. 3016.
Adopted.**

4A. RESOLUTION 9773, ANNEXES FOXWOOD ESTATES SUBDIVISION, LOCATED SOUTH OF PARK GARDEN ROAD BETWEEN PARK GARDEN ESTATES AND PARK GARDEN LANE.

4B. ORDINANCE 3016, ASSIGNS ZONING CLASSIFICATION OF R-1 SINGLE-FAMILY SUBURBAN DISTRICT.

Planning Director Ben Rangel reported that in April, 2008, the City Commission approved the Preliminary Plat for Foxwood Estates. Dahlquist Realtors, doing business as Foxwood Estates, is the property owner and developer of this subdivision. The subdivision is located in southwest Great Falls, between Park Garden Estates and Park Garden Lane. It consists of 14 single family residential lots.

On September 16, 2008, the City Commission set public hearing for this evening. After conducting a joint public hearing, Mr. Rangel requested that the City Commission adopt Resolution 9773, which would annex the subdivision, and to adopt Ordinance 3016, which would assign R-1 Single-Family Residential zoning. Mr. Rangel also asked the City Commission to

approve the final plat and annexation agreement.

The Planning Board/Zoning Commission unanimously recommends City Commission approval.

Mayor Stebbins declared the public hearing open. No one spoke in favor of or opposition to Resolution 9773 and Ordinance 3016.

Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission.

Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Resolution 9773, and approve the Final Subdivision Plat and Annexation Agreement all pertaining to Foxwood Estates.

Mayor Stebbins asked if there was any discussion amongst the Commissioners. No one responded.

Motion carried 5-0.

Commissioner Bronson moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Ordinance 3016.

Mayor Stebbins asked if there was any discussion amongst the Commissioners. No one responded.

Motion carried 5-0.

Res. 9779. Adopted.

5. RESOLUTION 9779, PARKING METER RATE AND METER VIOLATION FINE INCREASES.

Parking Supervisor Kim McCleary reported that Resolution 9779 would increase the parking meter rates from \$0.25 per hour to \$0.50 per hour, and increase the meter violation citation fine from \$3.00 to \$5.00. One of the parking program's goals is to create turnover in parking spaces on the street to allow ample parking for people conducting short term business downtown. Great Falls has a high percentage of employees that work downtown that will park on the street all day long if parking is not enforced. There are two parking garages and six off-street parking lots that provide long-term parking options for people who may want to park for several hours or all day. Without a deterrent and enforcement, people will park for long periods on the street instead of in the off-street parking facilities, creating a loss of revenue for the program and unavailability of parking for shoppers and others that just need some short-term parking to do their business. The trend over the past several years has been a decline in the parking revenue. With the rising costs to operate and maintain the City's parking facilities, staff is projecting a deficit in the parking budget. All the

meter revenue goes into the parking program. The purpose of the meter rate increase is to generate enough revenue to cover the projected costs over the next five years. The recommended meter rate increase will generate approximately \$168,000 of increased revenues annually, which is the minimum necessary to meet the operating and maintenance costs over the next five years. If the projections are accurate, there shouldn't be a need for another rate increase for at least five years. Without the increase, however, improvements required to the parking garages and the off-street lots to make them safe and in good condition will have to be deferred indefinitely. The last increase in the hourly parking meter rate was in 1981. The revenue from citations goes into the general fund. The last increase on the meter violation fine was from \$2.00 to \$3.00 in 1987. After conducting the public hearing, Ms. McCleary asked the Commission to adopt Resolution 9779.

Mayor Stebbins declared the public hearing open. Speaking in opposition to Resolution 9779 were **Jim Mintsiveris**, 5th Street Diner, **John Godwin**, Photo Plus, **Howard Eidson**, 610 18th Street South, **Jim Whittaker**, Hobbyland, **Linda Brave**, 900 5th Avenue North, **John Hubbard**, 615 7th Avenue South, **Orman Puckett**, 2015 6th Avenue South, **Alison Fried**, Dragonfly Dry Goods, **Mike Marzetta**, Hoglund's Work and Western Wear, **Brett Doney**, 3048 Delmar Drive, **Joyce Watson**, Big Sky Quilts, **Carol Olthoff**, Just Stuff in Times Square, **Phil Kiser**, Bert & Ernie's Tavern & Grill, **Mike Witsoe**, 608/624 Central Avenue, **Ike Kaufman**, Kaufmans Mens Wear, **Nancy Hampton**, 600 17th Avenue South, and **Ron Gessaman**, 1006 36th Avenue N.E. Most of the individuals speaking in opposition made suggestions or expressed concerns about the parking meter violation fines not going into the general fund; the City should nurture businesses to come downtown; downtown has a parking perception problem; the parking project is losing money and the City should terminate the parking contract, and put bags over the meters with advertisements; the time duration on meters should be extended for businesses that teach classes; frustrations of out of town, state and country customers eating and shopping downtown and getting citations; see if the private sector is interested in purchasing the parking garages; civic center employees should pay for parking spots; encourage citizens to apply for positions on the Parking Commission Board; increase tickets on a sliding scale for habitual offenders; different time zones throughout the parking district with a maximum rate of \$0.25; the business of parking should be taken away from the City; and, a rate increase will result in further declining meter revenue.

No one spoke in favor of Resolution 9779.

Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission.

Commissioner Jolley moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Resolution 9779.

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

Commissioner Jolley commented that there were a lot of good suggestions made. She doesn't agree with the comments that the downtown area is losing businesses because of the parking meters due to the fact that the meter rate hasn't gone up since 1981. The Commission began discussions about the enterprise fund during the budget process that started in March. For budget reasons, Commissioner Jolley stated she will vote in favor of this resolution because the garages need maintenance. There were good ideas and, during the next budget process, she would like to try something different.

Commissioner Beecher commented that the City needs to keep up on maintenance at its facilities. The reality of moving the enforcement revenue to the general fund leaves a partial hole in the general fund that they use to fund police, public safety, park and recreation, and other services. Commissioner Beecher is in favor of delaying action for two to three months to give the downtown residents, business owners and employees and City staff time to come up with some proposals that would deal with the City's needs to keep public facilities up to par, for the downtown need to keep people from squatting on spots that should be used for customers, and not be a detriment to other services that the City provides to the taxpayers.

Commissioner Bronson commented that his business has been located downtown for a number of years and he sees downtown as rejuvenated. A rate increase will not be the demise of downtown. Commissioner Bronson appreciates the comments and they are well taken. He does not favor the suggestion to abolish the parking commission. Commissioner Bronson proposes looking at the parking issue in light of the whole subject of downtown revitalization. The final analysis is there are budget considerations to deal with. Commissioner Bronson would support an effort to have the BID get involved and look into the suggestions made and to revitalize the parking commission.

Commissioner Rosenbaum commented that the City can't compare downtown shopping to the mall. In light of the budget the City has reality to face. Commissioner Rosenbaum would like to see a group get together, have meetings and get something done in a short period of time.

Mayor Stebbins commented that she loves downtown. For the past 20 years she has been in the advertising business and has many clients that have businesses downtown. Mayor Stebbins stated that she hates parking meters. She encouraged everyone to work together the next 30 days to come up with a rational solution.

Motion carried 3-2 (Mayor Stebbins and Commissioner Beecher dissenting).

OLD BUSINESS**NEW BUSINESS**

Emergency Medical Services Performance Contract with Great Falls Emergency Services. Approved.

6. EMERGENCY MEDICAL SERVICES PERFORMANCE CONTRACT WITH GREAT FALLS EMERGENCY SERVICES.

Fire Chief Randy McCamley reported that over the last three years the City of Great Falls has been working to make improvements to the EMS system serving the community. In January of 2008, the Commission adopted Ordinance 2993 which deals with emergency medical services. This ordinance establishes a provision for a performance contract with a private ambulance company for response and transport of the sick and injured. Since March City staff has been working in contract negotiations with the president of Great Falls Emergency Services, Dave Kuhn, and his staff. Over this time the parties had several discussions and exchanged numerous proposals. The final contract is over 40 pages in length and details the functional and operational responsibility of the transport provider and the City of Great Falls. Among these are contract administration, the roles and responsibilities of the ambulance company and the City, ambulance performance measures, system medical control function responsibility, performance security, an EMS advisory board, fiscal requirements, and it establishes the ambulance transport rates. The initial term of the contract is five years, with up to two (4) year extensions with approval of the City Commission. Chief McCamley reported that Mr. Kuhn was also in the audience and could answer any questions.

Commissioner Bronson moved, seconded by Commissioners Beecher and Rosenbaum, that the City Commission approve the Performance Contract with Great Falls Emergency Services for Citywide Emergency Ambulance Services. Commissioner Bronson added that this motion includes the grammatical corrections to the text of the contract that were made at his request.

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

Commissioner Rosenbaum thanked City staff and the Fire Department and wished everyone the best of luck.

Mayor Stebbins asked if there were any inquiries from the public. No one responded.

Motion carried 5-0.

GFDA Loan Forgiveness. **7. LOAN FORGIVENESS. GREAT FALLS DEVELOPMENT AUTHORITY.**
Approved.

Brett Doney, President of the Great Falls Development Authority, reported that six years ago when the GFDA was formed there seemed to be a need for increased financing tools. At the time the EDA loan fund was the only financing tool to help businesses expand, entrepreneurs to start new business, to help real estate developers and to help attract new businesses to Great Falls. The GFDA created a financing arm – High Plains Financial – with the purpose of creating new financial tools. They are now a certified development corporation by the U.S. Small Business Administration and have access to their 504 program. Regional USDA and EPA Brownfield funds were also created, as well as an established relationship with the Community Reinvestment Fund in Minneapolis for higher risk loans. A lot of the money was used to create those four financing tools and some of the money was used to market the City. The GFDA received two EDA loan fund grants that had match requirements. The GFDA became past due in one of its match requirements and the EDA stated it would pull that loan fund. The EDA loan fund has been critical to practically every major economic development project in recent history. GFDA was short \$138,500. Mr. Doney explained that the GFDA sold its office building downtown and borrowed \$78,000 from First Interstate Bank in order to pay the match requirement. Over the years GFDA, as a new entity, overspent. To pay for that overspending, GFDA borrowed heavily. He has cut the budget by 40 percent. Mr. Doney reported that the financial house is now in order and it is operating at break even. The bank debt has been lowered by \$95,000 in the last 18 months. Because of the situation GFDA is in, it has reduced the effectiveness of the economic development arm of the City and region. Mr. Doney reported that, if the Commission decides to take no action, the GFDA will continue to honor its commitment. If the Commission approves the alternative motion, it will provide the GFDA with some breathing room and GFDA will have a positive cash flow of \$5,000-\$6,000 per year.

Mayor Stebbins asked if the Commissioners had any questions.

Commissioner Jolley asked that No. 4 of Motion 2 be explained. Mr. Doney responded that it is in the City's best interest to insure that its economic development arm have prudent financial management. It takes the \$138,500 match in the EDA loan fund and makes that tool available for the City even if GFDA disappears. It would forgive one-third of that amount each year so long as GFDA is managing itself in a fiscally prudent manner. Commissioner Jolley also asked if GFDA planned on paying the \$20,533.31 that it was delinquent for its 2007 share of expenses related to the Washington consultant, Capitol Decision. Mr. Doney responded that when he was hired, GFDA's share of the consulting contract was \$30,000 per year for a consultant in Washington, D.C. He didn't see that GFDA was getting any value for that. It took a number of months to get out of that

contract and that amount was for the time delay. GFDA has that in its budget to pay.

Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission deny the request of the Great Falls Development Authority to forgive the current outstanding loan balance of \$246,423.05 and instead approve the following:

- 1) Credit interest and payments made back against the original principal reducing the amount owed from \$250,000 to \$203,132.14;**
- 2) Provide for an interest free loan from inception and going forward;**
- 3) Defer all payments until July 1, 2009; and,**
- 4) If GFDA operates at a profit for each fiscal year of a three year period ending June 30, 2011, then the City agrees to credit back to GFDA each July, beginning July 1, 2009, one-third of the \$135,500 (*sic*) GFDA investment into the EDA loan fund (\$46,166.67 each year).**

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

Commissioner Beecher explained the logic as the City had taken the position several years ago that it wanted GFDA to be the economic development arm for the City of Great Falls and the taxpayers. It is to the City's benefit to have a healthy GFDA. The \$250,000 that was loaned to GFDA would go away any how if GFDA was not in a financially sound position. Had GFDA not put the money in to make the match against the EDA loan fund the City would have had to come up with that money to preserve the loan fund. This is a way to compensate GFDA back to keep that loan fund healthy in the community. There will be a balance that GFDA will continue to pay the City back for three years.

Commissioner Jolley inquired if GFDA operates at a profit would the City credit the money back each year or at the end of three years. Commissioner Beecher answered for each year GFDA makes a profit, it will receive a credit.

Kathy Gessaman, 1006 36th Avenue N.E., commented that to her, it is a matter of fairness. She has seen the City have no problem putting a lien on property. This is disturbing to her to forgive a loan of this magnitude. Ms. Gessaman suggested that the Commission renegotiate the terms of the loan.

Ron Gessaman, 1006 36th Avenue N.E., commented that Mr. Doney made no mention of asking the bank for any loan forgiveness, or negotiated reduction of interest on the debt. Mr. Gessaman pointed out number typos on the agenda report. The realities of the City budget were discussed earlier, and now the City is considering reducing \$62,490.48 revenue per year that will also have an impact on the City budget.

Commissioner Bronson asked Mr. Doney if he had any responses to members of the public. Mr. Doney stated that the bank is charging GFDA a very low interest rate. The bank cannot forgive loans and is forced by regulation to take action if in default.

Motion carried 4-1 (Commissioner Jolley dissenting).

ORDINANCES/RESOLUTIONS

Ord. 3017. Accepted on first reading and set public hearing for November 5, 2008.

- 8. ORDINANCE 3017, ASSIGN ZONING TO THE SOUTH 75 FEET OF LOTS 17-21, BLOCK 17, UNIVERSITY ADDITION AND PORTIONS OF 15TH STREET SW AND 17TH AVENUE SW, ADDRESSED AS 1505 17TH AVENUE SW.**

Planning Director Ben Rangel reported that property owner Anthony Schneiderhan has requested that his property and home located at 1505 17th Avenue S.W. be annexed into the City in order to receive a new water service.

Mr. Rangel requested the City Commission accept Ordinance 3017 on first reading and to set public hearing for November 5, 2008, to consider assignment of City zoning upon annexation.

Commissioner Bronson moved, seconded by Commissioners Beecher and Jolley, that the City Commission accept Ordinance 3017 on first reading, and set a public hearing for November 5, 2008.

Mayor Stebbins asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 5-0.

Ord. 3019. Accepted on first reading and set public hearing for November 5, 2008.

- 9. ORDINANCE 3019, ASSIGN ZONING TO THE AMENDED PLAT OF TRACT 3, BLOCK 14 AND BLOCK 15, BELVIEW PALISADE ADDITION.**

Planning Director Ben Rangel reported that the Board of Deacons for Valley Community Bible Church has submitted for Commission approval an amended plat, the annexation of the area within the plat, the assignment of City zoning and the granting of a conditional use permit for its existing

worship facility located on properties they own in southwest Great Falls, along Flood Road. The Board would like to receive City services to accommodate sanctuary and school expansions.

Mr. Rangel requested the City Commission accept Ordinance 3019 on first reading and to set public hearing for November 5, 2008, to consider assignment of City zoning and granting of a conditional use permit for a worship facility.

Commissioner Jolley moved, seconded by Commissioner Bronson, that the City Commission accept Ordinance 3019 on first reading, and set a public hearing for November 5, 2008.

Mayor Stebbins asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 5-0.

Ord. 3021. Accepted on first reading and set public hearing for November 5, 2008.

10. ORDINANCE 3021, REZONE INCORPORATED PORTION AND ASSIGN CITY ZONING TO UNINCORPORATED PORTION OF PARCEL NO. 2 IN BEEBE TRACT 35.

Planning Director Ben Rangel reported that Robert & Marilee Taylor own a parcel of land located in the northwest corner of the intersection of 2nd Avenue North and 57th Street. They are interested in annexing the parcel to accommodate the renovation of an existing structure for a vehicle sales and rental business. A portion of the newly surveyed parcel is already in the City and currently zoned C-1 Neighborhood Commercial. The Taylors have requested the entire parcel be designated as C-2 General Commercial when the unincorporated portion is annexed.

Mr. Rangel requested the City Commission accept Ordinance 3021 on first reading and to set public hearing for November 5, 2008, to consider assignment of City zoning.

Commissioner Jolley moved, seconded by Commissioner Beecher, that the City Commission accept Ordinance 3021 on first reading, and set a public hearing for November 5, 2008.

Mayor Stebbins asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 5-0.

Ord. 3022. Accepted on first reading and set public hearing for November 5, 2008.

11. ORDINANCE 3022, CREATE GREAT FALLS INTERNATIONAL AIRPORT TAX INCREMENT FINANCING INDUSTRIAL DISTRICT.

Planning Director Ben Rangel reported that the Great Falls International Airport Authority is interested in having a Tax Increment Financing Industrial District created for the Airport. This interest was presented to the City Commission during a public work session held on May 6, 2008. The funds from the District are proposed to be used for the various activities and types of industrial improvements allowed for and authorized in State law, which are intended to foster the attraction, growth and retention of secondary, value-adding industries at the Airport.

Mr. Rangel requested the City Commission accept Ordinance 3022 on first reading and to set public hearing for November 5, 2008.

Commissioner Jolley moved, seconded by Commissioner Bronson, that the City Commission accept Ordinance 3022 on first reading, and set a public hearing for November 5, 2008.

Mayor Stebbins asked if there was any discussion amongst the Commissioners or inquiries from the public.

Brett Doney, President of the Great Falls Development Authority, commented that as the City moves forward with industrial TIF's the GFDA wants to be as competitive as possible. Mr. Doney discussed tax revenues and bonds regarding TIF districts.

Motion carried 5-0.

Res. 9780. Tabled.

12. RESOLUTION 9780, RESCINDING AMENDED RESOLUTION 9749 WHICH CREATED AN ANIMAL ORDINANCE/SHELTER OPERATIONS ADVISORY COMMITTEE.

Assistant City Manager Cheryl Patton reported that Resolution 9780 would rescind or cancel the policy that was set by the City Commission earlier by Resolution 9749. That Resolution created the Animal Ordinance/Shelter Operations Advisory Committee. There has been very little interest in people serving on this Committee.

Commissioner Bronson moved, seconded by Commissioner Beecher, that the City Commission table consideration of Resolution 9780 pending completion of talks between the City and representatives of the Animal Foundation concerning the new animal shelter and the City's role or participation in it, and also pending a receipt by the City Commission a recommendation by the City Manager what direction the City will take in that regard.

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

Commissioner Bronson explained that in order to keep faith with the findings that were made by the investigator earlier this year it would be appropriate to have an advisory committee with respect to shelter operations. A representative of the Animal Foundation indicated that his organization felt that an advisory committee was a good idea. The reason the Animal Foundation did not submit any recommended individuals for it was because they felt the membership of this advisory committee should be open to the public at large, and not be limited to particular groups. Once the community knows what the scope of the new shelter is and the City's role in it, Commissioner Bronson believes members of the community will have more interest in serving on the committee.

Commissioner Jolley commented that she originally had the distinct impression that the Animal Foundation did not want this committee.

Mayor Stebbins asked if there were any inquiries from the public. No one responded.

Motion carried 5-0.

Res. 9782. Adopted.

13. RESOLUTION 9782, RE-ESTABLISHING INSURANCE AND BOND REQUIREMENTS REQUIRED BY CONTRACTORS.

Public Works Director Jim Rearden reported that Resolution 9782 will take care of some housekeeping in the area of bonding requirements for contractors. Specifically, contractors that do excavations in a public right-of-way. City Municipal Code, Section 12.12.060, requires a two year warranty on any street openings within a City right-of-way. However, existing Resolution 9295 allows for a bond of only one year duration. New Resolution 9782 will amend the bond requirements for street openings and/or sidewalk repairs requiring a minimum of a two year bond.

Commissioner Bronson moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9782 repeal Resolution 9295.

Mayor Stebbins asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 5-0.

**Consent Agenda.
Approved.**

CONSENT AGENDA

14. Minutes, September 16, 2008, Commission meeting.

15. Total expenditures of \$2,741,767 for the period of September 8-October 1, 2008, to include claims over \$5,000, in the amount of \$2,358,458.
16. Contracts list.
17. Grant list.
18. Set public hearing for October 21, 2008, on Resolution 9783 for consideration of naming the Dog Park.
19. Award construction contract for the West Bank Park Storm Drain Outfall Improvements to Phillips Construction LLC in the amount of \$430,520.
20. Award contract for roof repair of Fire Station 2 and Fire Training Center to McLees Incorporated in the amount of \$85,753.
21. Approve Interlocal Agreement-Memorandum of Understanding with Cascade County Sheriff's Office directing the FY08 Justice Assistance Grant funds to the Cascade County Sheriff's Office.
22. Approve Labor Agreement with the International Association of Fire Fighters, Local 8.
23. Postpone bid award for Animal Shelter Medical Director contract.

With the exception of Item 23, Commissioner Jolley moved, seconded by Commissioner Beecher, that the City Commission accept the Consent Agenda as presented.

Mayor Stebbins asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 5-0.

Commissioner Jolley commented that the fiscal impact statement that the award will keep the medical budget for the shelter at \$10,000 or less seems low to her. Mayor Stebbins explained that one of the primary considerations is the cost of euthanasia. Staff members are being trained to perform euthanasia.

Commissioner Jolley moved, seconded by Commissioner Beecher, that the City Commission approve Item 23 of the Consent Agenda.

Mayor Stebbins asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 5-0.

BOARDS & COMMISSIONS

**Sue Anne Warren
appointed to the City-
County Health Board.**

24. APPOINTMENT, CITY-COUNTY HEALTH BOARD.

Commissioner Bronson moved, seconded by Commissioners Beecher and Rosenbaum, to appoint Sue Anne Warren to the City-County

Health Board to fill the remainder of a three-year term through December 31, 2009.

Mayor Stebbins asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 5-0.

Patrick Laabs, Stacey Schaefer and Haley Lenington-Leray appointed to the Business Improvement District.

25. APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT.

Commissioner Bronson moved, seconded by Commissioners Rosenbaum and Jolley, to appoint Patrick Laabs and Stacey Schaefer to four-terms through June 30, 2012, and appoint Haley Lenington-Leray to fill the remainder of a four-term through June 30, 2009, to the Business Improvement District.

Mayor Stebbins asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 5-0.

Amended Plat, Findings of Fact and Development Agreement related to a portion of Lot 1, Block 19, Sun River Park Addition. Approved.

26. AMENDED PLAT, FINDINGS OF FACT AND DEVELOPMENT AGREEMENT RELATED TO A PORTION OF LOT 1, BLOCK 19, SUN RIVER PARK ADDITION.

Planning Director Ben Rangel reported that John and Linda Swanson are the owners of a parcel of land located in west Great Falls, near the intersection of 2nd Avenue S.W. and 24th Street. They have requested City Commission approval to subdivide the parcel into two lots to accommodate construction of a new single family home. Two existing residences will remain on the other parcel.

Mr. Rangel requested the City Commission approve the amended plat, which creates the two parcels, and to approve the findings of fact and the development agreement.

The City Planning Board unanimously recommends City Commission approval.

Commissioner Bronson moved, seconded by Commissioner Beecher, to approve the Amended Plat of a portion of Lot 1, Block 19, Sun River Park Addition, Findings of Fact and the Development Agreement.

Mayor Stebbins asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 5-0.

27. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**CITY MANAGER****28. DESIGNATE ACTING CITY MANAGER FOR OCTOBER 8-10, 2008**

Mr. Doyon requested and received approval to appoint Mike Rattray as Acting City Manager while he is out of the office attending the League of Cities and Town Conference with other City staff on October 8-10, 2008.

29. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mr. Doyon also thanked Dave Van Son, Chief McCamley and Linda Williams for their assistance with negotiating the Fire Fighters contract. Mr. Doyon addressed the concern about the downtown officer being removed and stated that the City is making due with the resources that it has available. Even during the budgeting process the City could not have anticipated the deployments and issues that have come up since the budget was adopted. Mr. Doyon assured the Commission and public that he will continue to keep an eye on operations in the downtown area. Officers will still be in the patrol areas and responding to calls.

PETITIONS AND COMMUNICATIONS**30. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Stebbins opened the meeting to Petitions and Communications.

Roof inspections, code violations.

30A. Tom Crane, 1027 4th Avenue North, thanked Commissioner Beecher for his follow up after his last visit before the Commission. Mr. Crane explained a situation he experienced when he received hail damage to his home. There were faults and code violations on the roof repair. He had to hire an inspector and expert to sue the installer. Mr. Crane believes if the City performed inspections, it could have issued a stop order.

Public hearing order, breeder permits and green jobs.

30B. Ron Gessaman, 1006 36th Avenue N.E., commented that customarily the proponents at public hearings speak first and then opponents. Mr. Gessaman read portions of articles about more areas implementing breeder permits, and generating green jobs.

Debt, creditors, lawsuit.

30C. John Hubbard, 615 7th Avenue South, commented that he wished his creditors would forgive his debts. Mr. Hubbard also discussed his judgment against the Weissman's and an article about Steel, Etc. moving.

Inflation, downtown parking.

30D. Mike Witsoe, 2612 1st Avenue South, discussed inflation and downtown parking. Mr. Witsoe suggested that out of state people be given courtesy tickets.

CITY COMMISSION

31. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Rosenbaum commented that the price of gas is \$3.09 in Coeur d'Alene. Mayor Stebbins reminded gardeners that there is supposed to be a hard freeze on Wednesday night.

ADJOURNMENT

Adjourn.

There being no further business to come before the Commission, **Commissioner Bronson moved, seconded by Commissioner Beecher, that the regular meeting of October 6, 2008, be adjourned at 10:35 p.m.**

Motion carried 5-0.

Mayor Stebbins

City Clerk

Minutes Approved: October 21, 2008



Agenda # 9
 Commission Meeting Date: October 21, 2008
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Fiscal Services Director

ACTION REQUESTED: Approval with Consent Agenda

ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$5000:

MASTER ACCOUNT CHECK RUN FOR OCTOBER 8, 2008	326,961.13
MASTER ACCOUNT CHECK RUN FOR OCTOBER 16, 2008	387,882.49
MUNICIPAL COURT ACCOUNT CHECK RUN FOR SEPT 29 THROUGH SEPT 30, 2008	86,140.00
MUNICIPAL COURT ACCOUNT CHECK RUN FOR OCTOBER 1 THROUGH OCTOBER 10, 2008	8,573.00
WIRE TRANSFERS FROM OCTOBER 1, 2008 THROUGH OCTOBER 8, 2008	106,416.80
WIRE TRANSFERS FROM OCTOBER 10 THROUGH OCTOBER 15, 2008	<u>295,118.13</u>
TOTAL: \$	<u><u>1,211,091.55</u></u>

GENERAL FUND

OTHER ADMIN

UNITED MATERIALS	REFUND OF OVERPAYMENT	11,016.70
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POLICE

NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	759.30
SIRCHIE FINGER PRINT LAB	48" BENCHTOP CHAMBER	5,655.50
ILF MEDIA PRODUCTIONS LLC	GERMAN TYPOGRAPHY EUDL PRODUCTION	6,990.00
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	130.38

FIRE

NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	625.62
ZOLL MEDICAL CORP	DEFIB UNIT & SENSOR KIT (SPLIT AMONG FUNDS)	13,120.84
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	1,412.46

PARK & RECREATION

NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	484.56
MONTANA WASTE SYSTEMS	MONTHLY CHARGES (SPLIT AMONG FUNDS)	51.78
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	755.06

VISITORS CENTER

ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	28.53
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SPECIAL REVENUE FUND

LIGHTING DISTRICT

NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	70,143.53
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STREET DISTRICT

NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	64.00
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SPECIAL REVENUE FUND CONTINUED

UNITED MATERIALS	ASPHALT FOR STREET DEPARTMENT	30,371.31
MCCAIN TRAFFIC SUPPLY	PED MODULES AND HOUSINGS	13,126.00
CRAPO LTD	SODIUM CHLORIDE DEICER	18,339.79
NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	1,004.84
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	148.10
NATURAL RESOURCES		
MONTANA WASTE SYSTEMS	MONTHLY CHARGES (SPLIT AMONG FUNDS)	631.04
FEDERAL BLOCK GRANTS		
PONCELET LANDSCAPE	NEW WATER LINE 3726 4TH AVE N	7,530.00
MONTANA FLEX-TERIORS	STUCCO EXTERIOR AT SPECIAL OLYMPICS BUILDING	7,450.00
KROPF CONCRETE	SIDEWALK, DRIVEWAY, PARKING, ETC HABITAT FOR HUMANITY CDBG	9,963.00
HOME GRANTS		
NEIGHBORWORKS	DRAWDOWN HOME FUNDS	7,783.58
ECONOMIC REVOLVING-BASE TRUST		
CITIZENS PROTECTING OUR RUNWAY	CONTRIBUTION TO MARKETING EFFORT FOR BALLOT QUESTION	20,000.00
WEST BANK URBAN RENEWAL		
BURLINGTON NORTHERN SANTA FE	OF 1488 4TH AVE NW IMPROVEMENTS PRELIMINARY ENGINEERING & DESIGN OF A VEHICLE ACCESS CROSSING	10,000.00
ENTERPRISE FUNDS		
WATER		
NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	20,447.11
DPC INDUSTRIES INC	CHLORINE AND AMMONIA	5,088.00
MT DEPT OF TRANSPORTATION	PROJECT #339611 2ND AVE N	143,713.32
DANA KEPNER CO - BILLINGS	4" SRH COMPOUND ECR WATER METERS	7,040.00
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	1,215.24
SEWER		
TREASURE STATE ROOFING LLC	WWTP ROOF REPLACEMENT	31,995.81
STORM DRAIN		
MORRISON MAIERLE CORP	NORTH GREAT FALLS STORM DRAINAGE	10,088.29
SANITATION		
NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	97.38
MONTANA WASTE SYSTEMS	MONTHLY CHARGES (SPLIT AMONG FUNDS)	79,729.80
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	97.94
ELECTRIC		
SME	PMT OF ENERGY SUPPLY EXPENSE JULY 08	47,737.94
SAFETY SERVICES		
NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	189.82
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	32.59

ENTERPRISE FUNDS (CONTINUED)

NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	438.23
GOLF COURSES		
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	165.99
SWIM POOLS		
NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	338.53
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	10,221.26
RECREATION		
NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	517.95
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	317.11
CIVIC CENTER EVENTS		
BODYVOX	ARTIST FEE FOR BODYVOX	12,000.00
MCLAUGHLIN RESEARCH INSTITUTE	SMUIN BALLET NET PROCEEDS	9,589.77
INTERNAL SERVICES FUND		
HEALTH & BENEFITS		
BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS OCTOBER 01-08, 2008	58,678.86
BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS OCTOBER 06-13, 2008	108,256.29
BLUE CROSS/BLUE SHIELD	BCBS ADMIN & REINS FEES OCT 2008	42,848.52
FISCAL SERVICES		
JCCS	AUDIT CONSULTING JUNE 30, 2008 PMT #1	20,000.00
CENTRAL GARAGE		
MOUNTAIN VIEW CO-OP	FUEL CHARGES	44,278.74
PUBLIC WORKS ADMINISTRATION		
NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	775.54
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	1,205.03
CC FACILITY SERVICES		
NORTHWESTERN ENERGY	MONTHLY CHARGES (SPLIT AMONG FUNDS)	2,130.14
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	266.79
TRUST AND AGENCY		
COURT TRUST MUNICIPAL COURT		
CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	67,153.00
CASCADE COUNTY TREASURER	FINES & FORFEITURES COLLECTIONS	11,578.00
VICTIM WITNESS ASSISTANCE SERV	FINES & FORFEITURES SURCHARGES	6,959.00
CCALS - FIRE TRUST		
ZOLL MEDICAL CORP	DEFIB UNIT & SENSOR KIT (SPLIT AMONG FUNDS)	10,000.00
CLAIMS OVER \$5000 TOTAL:		\$ <u>992,777.91</u>

COMMUNICATION TO THE CITY COMMISSION

DATE: October 21, 2008

ITEM: CONTRACT 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: _____

CONTRACT LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
A	Fiscal Services	GPD PC Consulting Engineers, 524 1 st Ave. So., Great Falls, MT 59401	2008 876		Not to exceed sum of \$2,000	Electrical Design Contract for Bootlegger Neighborhood Residential Lighting (SILD 1303)
B	Public Works/ Engineering	BNSF Railway Company	25 Years	West Bank	\$3,500	Pipeline License for water main crossing BNSF tracks on 4 th Avenue NW (O.F. 1488)
C	Fiscal Services/ Municipal Court	Vision Net	9/11/2008 – 9/11/2011	100-1361-512- 3131	\$240/month	Vision Net Contract for Video Arrestment System
D	Park and Recreation/Mansfield Events Office	K & J Convention Services, P.O. Box 5234, Helena, MT 59604	March 24-28, 2009	571	\$7,953.50	Made in Montana Marketplace: Vendor Booth & Tradeshow Floor Set Up Needs & Equipment Rental
E	Public Works	Kuglin Construction	Fall 2008	Storm Drainage	\$14,798	2008 Miscellaneous Storm Drainage Improvements (O.F. 1557)

F	Public Works	Lacy & Ebeling Engineering, Inc.	10/2008 – 7/2009	218-1499-511-9399	\$4,995 (reimbursable with grant monies)	Historic 10 th Street Bridge – North Railings (O.F. 979.5)
G	Fiscal Services	Junkermier, Clark, Campanella, Stevens, P.C.	Current	281	\$2,000	A Contract Addition to the JCCS Audit Contract (4-3-07 Agenda Item #10) for Building Permit Fund
H	Community Development	McLaughlin Research Institute	7/1/2008 – 6/30/2010	272	\$100,000	CDBG for Purchase of Materials including Windows, Doors and Casework to be used in McLaughlin Research Institute Building Expansion Project
I	Public Works/ Water Plant	Liquid Engineering Corporation	Current	511	\$11,950	Clean and Inspect 3 Water Storage Tanks

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

**AGENDA: 11
DATE: October 21, 2008**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Lien Releases through the Consent Agenda

MAYOR'S SIGNATURE: _____

LIEN RELEASES

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
A	Fiscal Services	Property Owner – William J. and Lena E. O’Neil	Current	451-7121-572-3599	\$1,003.28	Full Release of Resolution #9695 to Assess the Costs Incurred for the Repair of Dangerous Sidewalk located at 1100 1 st Ave. South. Parcel #198600. N 103’ of Lot 1, Block 378, Great Falls First Addition.
B	Fiscal Services	Property Owner – Jack and Lillie Malone	Current	513-3165-531-3599	\$315.60	Partial Release of Resolution #9684 to Levy and Assess Properties for Unpaid Utility Services located at 513 10 th St. South. Parcel #247450. N40’ of Lot 14, Block 462, Great Falls First Addition.

C	Fiscal Services	Property Owner – Janis C. Collins	Current	513-3165-531-3599	\$23.77	Partial Release of Resolution #9765 to Levy and Assess Properties for Unpaid Utility Services at 821 7 th Ave. North. Parcel #37850. Lot 9, Block 128, GFO.
D	Fiscal Services	Property Owner – Judy L. Stone (formerly Edgar L. Carter)	Current	513-3165-531-3599	\$177.06	Partial Release of Resolution #9765 to Levy and Assess Properties for Unpaid Utility Services located at 2910 7 th Ave. North. Parcel #58800. Lot 3, W ½ Lot 4, Block 157, GF12.
E	Fiscal Services	Property Owner – Nicholas & Linda Geranios (formerly Winterrowd, Roger & LaVonne)	Current	513-3165-531-3599	\$38.44	Partial Release of Resolution #9765 to Levy and Assess Properties for Unpaid Utility Services located at 102 2 nd Ave. North. Parcel #158550. Lots 1 & 2, Block 311, GFO.
F	Fiscal Services	Property Owner – Nicholas & Linda Geranios (formerly Winterrowd, Roger & LaVonne)	Current	513-3165-531-3599	\$11.60	Partial Release of Resolution #9765 to Levy and Assess Properties for Unpaid Utility Services located at 117 Park Drive North. Parcel #158550. Lots 1 & 2, Block 311, GFO.
G	Fiscal Services	Property Owner – Chad Schauers, et al. (formerly Richard Leferink & Kathleen, Evelyn Forrest)	Current	513-3165-531-3599	\$108.34	Partial Release of Resolution #9765 to Levy and Assess Properties for Unpaid Utility Services located at 624 5 th Ave. South. Parcel #243500. Lot 7, Block 458, GFO.

H	Fiscal Services	Property Owner – David F. Callies	Current	513-3165-531-3599	\$453.44	Partial Release of Resolution #9765 to Levy and Assess Properties for Unpaid Utility Services located at 1620 20 th Ave. South. Parcel #1292600. Lots 10-14, Block 4, FIN.
I	Fiscal Services	Property Owner – Greg S. Strable (formerly Wells Fargo Bank NA)	Current	513-3165-531-3599	\$65.92	Partial Release of Resolution #9765 to Levy and Assess Properties for Unpaid Utility Services located at 1309 6 th Ave. South. Parcel #324200. Lot 12, Block 753, GF10.
J	Fiscal Services	Property Owner – Montana Land Protection LLC	Current	513-3165-531-3599	\$50.97	Partial Release of Resolution #9765 to Levy and Assess Properties for Unpaid Utility Services located at 817 6 th Ave. North. Parcel #44250. W23' Lot 10, Block 136, GFO.
K	Fiscal Services	Property Owner – Nicholas & Linda Geranios (formerly Vilma Herrera)	Current	237-3131-532-3599	\$400.00	Partial Release of Resolution #9633 for Assessing the Cost of Removal and Disposal of Nuisance Weeds located at 102 2 nd Ave. North. Parcel #159550. Lots 1 & 2, Block 311, GFO.
L	Fiscal Services	Property Owner – Russ Eustance (formerly Dorothy Anderson)	Current	237-3131-532-3599	\$300.00	Partial Release of Resolution #9633 for Assessing the Cost of Removal and Disposal of Nuisance Weeds located at 3905 9 th Ave. South. Parcel #1519900. Lot 18, Block 3, SHG.



Item: The purchase of 260+ Microsoft Office 2007 Licenses Not to exceed \$70,000

Initiated By: Information Technology Department

Prepared By: Jon Legan, Information Technology Operations Manager

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: Approve Purchase of Office 2007 Licenses

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission approve/deny the purchase of 260+ Microsoft Office 2007 licenses. Not to exceed \$70,000.”

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 purchase of 260+ Microsoft Office 2007 licenses.

Background:

The purpose of this purchase is to remain current on Microsoft Office software. The City is currently two versions behind with Office XP on the desktop and laptop computers. The current version works but it is antiquated. It is becoming more commonplace to receive Office 2007 documents from other entities. An add-on had to be installed in order to view and work with such documents. For example, previous MS Word attachments came with a *.doc* extension. Office 2007 uses a *.docx* extension. A software fix/add-on had to be installed that would tell the old version what a *.docx* extension is.

Office 2007 offers many enhancements, including a new user interface. Without getting into too many specifics, Office 2007 can increase productivity and improve collaboration. This software teamed with a new intranet package (Sharepoint) will give employees more options to store, edit and share data. Another benefit is the cost. Office 2007 comes in more flavors (suites) than previous releases which allows for more selectivity when it comes to licensing. Previously, the City purchased Professional Suites (Word, Excel, Outlook, Powerpoint, Access) for every employee but learned that many employees did not require every application offered to them. For example, many use Excel but may not require Access to do their jobs. The City can cut costs

by offering Office Standard (does not include Access or Publisher) and Office Pro Plus (does include Access and Publisher).

Information Technology staff has visited with many in each department to determine their needs but it is not an exact science. The license counts will not likely be exact to the quote from Software House International. However, the purchase will not exceed \$70,000.

Information Technology staff has already begun holding informational meetings about the changes and benefits of Office 2007. If the purchase is approved, Information Technology staff would begin training City employees on the key differences of the software.

Concurrences:

The purchase would be made using the State of Montana Microsoft Reseller Services contract (01S64072). Municipalities fall under the umbrella of this contract (see Section 3 of Microsoft Resellers Contract).

Alternatives:

There are other Office Suites available but Microsoft Office has been and is the standard around the world for more than a decade.

Attachments/Exhibits:

1. Quote from Software House International
2. 10 Reasons To Consider Upgrading To Office 2007 article (Techrepublic.com)
3. Copy of Microsoft Resellers Contract between State of Montana and Software House International

Jon Legan

Subject: FW: SHI Quote 2838645, Microsoft Office and Office Professional Plus 2007 -- October



Pricing Proposal
Quotation #: 2838645
Created On: Oct-08-2008
Valid Until: Oct-31-2008

City of Great Falls

Account Executive

Mr. Jon Legan
MT
Phone: 406-455-8483
Fax:
Email: jlegan@ci.great-falls.mt.us

Dan Sutton
33 Knightsbridge Rd,
Piscataway, NJ 08854
Phone: 800-477-6479 x8223
Fax: 732-564-8224
Email: Daniel_Sutton@shi.com

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Office 2007 Single Microsoft Volume License Microsoft Select License Only Apps, D - Part#: 021-07777	200	\$234.40	\$46,880.00
2 Office Professional Plus 2007 Single Microsoft Volume License Microsoft Select License Only Apps, D - Part#: 79P-01207	60	\$304.00	\$18,240.00
		Total	\$65,120.00

Additional Comments

State Agreement#: 01S64072; City of Great Falls Enrollment#: 5534082



By Jody Gilbert

Office 2007 offers new file formats, an improved user interface, and a number of deployment, support, and security improvements. Here are a few things to think about as you decide whether an upgrade makes sense for your organization.

1 Office 2003 and its predecessors are out of date

The Office platform was built on what are now antiquated technologies—and it has accumulated a lot of gunk over the years. For some perspective, consider that the first version of Word for Windows, released in 1989, had roughly 100 commands and two rudimentary toolbars. Word 2003 has more than 1,500 commands and 30-plus toolbars. As the bells and whistles piled up, a lot of flaws and problems were worked around, built on top of, and left unfixed.

Office 2007 represents a clean break in platform design, built from the ground up to shed the superannuated binary file formats and enable a new (forgive me) paradigm for usability. Instead of trying to implement some fairly critical enhancements on top of the existing design (e.g., blogging capabilities and security features like the Document Inspector), Microsoft opted to incorporate those changes, along with a radically re-architected interface, into a brand new model.

2 Office 2007 comes in eight flavors

A certain amount of grumbling has accompanied what some perceive as needless packaging complexity and marketing gamesmanship, but in fact, it might serve your organization well to have eight editions to choose from. The versions (which are detailed in "[Which edition of Office 2007 is right for you?](#)"), run the gamut from a bare-bones OEM installation to elaborate systems for heavy lifting in the enterprise:

- ◆ Microsoft Office Basic 2007
- ◆ Microsoft Office Home & Student 2007
- ◆ Microsoft Office Standard 2007
- ◆ Microsoft Office Small Business 2007
- ◆ Microsoft Office Professional 2007
- ◆ Microsoft Office Ultimate 2007
- ◆ Microsoft Office Professional Plus
- ◆ Microsoft Office Enterprise 2007

You'll definitely want to closely analyze the included applications, supported technologies, upgrade paths, and pricing to make sure you're not paying for more than you need or sacrificing essential components.

3 Pricing is about on par with Office 2003

The price structure for Office 2007 maps pretty closely to Office 2003. For example:

- ◆ The retail price for Office Professional 2007, which includes Word, Excel, PowerPoint, Outlook with Business Contact Manager, Office Accounting Express, Publisher, and Access, costs \$499 dollars (\$329 for the upgrade).
- ◆ The retail cost for Microsoft Office Small Business 2007, which includes Word, Excel, PowerPoint, Outlook with Business Contact Manager, Office Accounting Express, and Publisher, costs \$449 (\$279 for the upgrade).
- ◆ The Microsoft Office Standard 2007 edition, which includes Word, Excel, PowerPoint, and Outlook, costs \$399 dollars at retail for the full version (\$239 for the upgrade).

4 If you need a lot of stuff, the upper-end versions can deliver

If your organization is large enough or has diverse enough needs, it might make sense to purchase Microsoft Office Enterprise 2007 licenses. This will provide you with a huge variety of Office 2007 applications and technologies—Word, Excel, PowerPoint, Access, Outlook, and Publisher, as well as InfoPath, Groove, OneNote, and Communicator, plus support for Enterprise Content Management, integrated electronic forms, and advanced information rights management and policy capabilities.

The Office Professional Plus edition offers a more modest lineup: Word, Excel, PowerPoint, Access, Outlook (without Business Contact Manager), Publisher, InfoPath, and Communicator. It also supports integrated ECM, electronic forms, and advanced information rights management and policy capabilities. Both packages are available through volume licensing.

5 New file formats offer numerous advantages

Office 2007 introduces the XML-based Open XML file formats for Word, Excel, and PowerPoint. These formats offer a number of significant advantages:

- ◆ More compact size (the files are compressed)
- ◆ Less chance of corrupted files (components are stored as separate entities, so if one piece is damaged, the rest of the document is still viable)
- ◆ Better integration of business information (users can more easily assemble documents from various data sources, exchange data between Office and other systems, and publish, locate, and reuse information)
- ◆ Interoperability (information can be used by any application that can read and write XML, not just Office apps)
- ◆ Security (because of the transparent nature of the format, sensitive information can be readily identified and removed; the format also allows you to identify, isolate, and manage embedded code and macros)
- ◆ Compatibility (the .doc, .xls, and .ppt binary formats are compatible with Office 2007 apps, and users of Office 2000/XP/2003 can install the Compatibility Pack so that they can open, edit, and save documents in the new formats)
- ◆ Open and royalty-free specification
- ◆ Easier integration (developers have direct access to specific contents within the file, like charts, comments, and document metadata without having to parse entire documents)

This [MSDN article](#) covers various aspects of the new formats in some detail.

6 Interface is redesigned to improve productivity

Office 2007 offers what Microsoft is calling the *fluent user interface*, designed to achieve some pretty lofty design goals. The main challenge was to free users from having to thrash their way through the convoluted menu structure in an attempt to locate the commands, tools, options, and features needed to accomplish a particular task.

The Ribbon replaces the menu structure and offers a context-sensitive display of options organized according to function. Along with the Ribbon come a number of other usability aids, including Live Preview, which gives users a look at the effect of various formatting options on selected text before they make any changes; the Mini Toolbar, which offers basic formatting buttons and hovers semitransparently over selected text; galleries, which are essentially prefab collections of attributes for certain items (like tables); and a customizable status bar with buttons for genuinely useful features.

7 App-specific enhancements add efficiency and power

Apart from their interface-lift, Office 2007 applications provide some legitimate feature improvements that in many cases, will allow users to be more productive and produce better results. A few examples:

- ◆ Word 2007 offers an enhanced document comparison feature lets you view original copy against revised copy in a tri-pane window; its Document Inspector finds and removes comments, hidden text, and personally identifiable information; it offers prefab building blocks (elements like cover pages and sidebars) to speed document assembly.
- ◆ Excel 2007 has expanded its spreadsheet capacity to 1 million rows and 16,000 columns; charting is simplified; conditional formatting is easier to apply; new tools make it easier to discover trends and variances in your data.
- ◆ PowerPoint 2007 lets you set up slide libraries on a SharePoint Server 2007 site and keep presentations synchronized with the slides stored there; you can design custom slide layouts; you can apply a theme to globally transform the appearance of a presentation.
- ◆ Access 2007 includes new database templates to help you set up things like inventory tracking and project management; you can use new grouping, filtering, and sorting features to refine your reports; it includes some new field types.
- ◆ Outlook 2007 offers a To-Do bar that shows you flagged e-mail and tasks; calendar sharing has been improved; an attachment previewer has been added; it includes support for reading and managing RSS feeds.

8 New features make it easier to turn out better-looking results

Although improving productivity is high on the list of Office 2007 design objectives, a number of new tools and features are aimed at helping users produce more sophisticated and attractive documents and presentations. For instance:

- ◆ Word's Quick Style sets make it easy for even style-phobic users to format document text consistently (instead of forcing them to choose from one monster list of unrelated styles or make ad hoc manual formatting changes).
- ◆ The new SmartArt feature, which you can use in Word, Excel, PowerPoint, and Outlook e-mail messages, lets you create slick graphics to convey all kinds of information.
- ◆ Word comes with a gallery of building blocks, which you can drop into a document to add preformatted elements like headers and footers, cover pages, sidebars, and pull quotes.
- ◆ Access offers new templates for a variety of purposes and a greenbar format to make forms and reports sharper-looking and easier to read.
- ◆ An enhanced set of themes—coordinated across Word, Excel, and PowerPoint—lets you develop a standard look and feel across all your documents and presentations.
- ◆ Excel's charting features (supported in Word and PowerPoint) have been improved and include new special effects and templates. Excel also offers more color choices, richer conditional formatting, styles to simplify formatting tables, charts, and pivot tables, and a much improved implementation of cell styles.
- ◆ PowerPoint allows you to create custom layouts and offers new text options, such as columns, wrapping, vertical text, and special effects (glowing, fills, 3-D, etc.).

9 Beefed-up user assistance reduces support overhead

Office 2007 includes a considerable number of user support features. For starters, Enhanced ScreenTips generally provide more than just the name of a tool or button. In many cases, a ScreenTip will offer a picture or diagram, an explanation of the tool's purpose, and a link to relevant online help topics.

Also, since the tools and features are designed to be more accessible and intuitive, users should be able to complete various tasks without requiring too many support calls (at least in theory).

By default, the Office help system is tied into Office Online when users are connected to the Internet. (If that feature is disabled or they're not connected, they can still access the locally installed help files.) Along with topic- and task-specific help for each application, Office Online offers a wide variety of training and support options, including [video demos](#), [self-paced training courses](#), [interface guides](#) to help users map familiar commands to the new Ribbon locations, [eLearning modules](#), downloadable [training presentations](#), and a few [experimental podcasts](#).

10 Numerous deployment options are available

Office 2007 supports a variety of deployment options, whether you need to install it on one system or hundreds (or even thousands) of systems. You can prepare disk images, deploy it on networks with limited bandwidth using precache technology, upgrade existing versions, or deploy it across an enterprise using Group Policy or Microsoft SMS 2003.

In addition, Microsoft offers its [Solution Accelerator for Business Desktop Deployment \(BDD\) 2007](#), which can help you perform large scale Office (and Vista) rollouts. Among other things, it lets you create software and hardware inventories to help in installation planning, test applications to confirm compatibility before installation, and create a lab environment. It also includes custom options, scripts, and sample configuration files.

If you have a large number of old-format files, you might want to check out the free [Office Migration Planning Manager \(OMPM\)](#), which you can install on computers running XP SP2, Vista, or Server 2003. Once the OMPM is installed, you can use its Office File Converter to perform a bulk conversion of your old Office files to the new XML-based format.

STATE OF MONTANA TERM CONTRACT

Department of Administration
 State Procurement Bureau
 165 Mitchell Building
 PO Box 200135
 Helena, MT 59620-0135
 Phone: (406) 444-2575 Fax: (406) 444-2529
 TTY Users-Dial 711
<http://www.mt.gov/doa/gsd>

T.C. #: SPB07-1408F
Title: Microsoft Reseller Services
This is a exclusive contract.

CONTRACT TERM	FROM	October 1, 2006	CONTRACT STATUS	NEW (x)
	TO	September 30, 2009		RENEW ()
VENDOR ADDRESS	Software House International Inc. 2 Riverview Drive Somerset NJ 08873		ORDER ADDRESS	
ATTN:	Shari Mendelson		ATTN:	
PHONE:	800-527-6389		PHONE:	
FAX:	732-868-6128		FAX:	
E-MAIL:	Shari_Mendelson@shi.com		E-MAIL:	

PRICES: Per Contract Agreement
 DELIVERY: Per Contract Agreement
 F.O.B.: Per Contract Agreement
 TERMS: Per Contract Agreement

REMARKS:

IFB/RFP No.: RFP07-1408F

Floyd Willis, CONTRACTS OFFICER

DATE: 10/18/06

AUTHORIZED SIGNATURE

Microsoft Reseller Services

1. Parties
2. Effective Date, Duration and Renewal
3. Cooperative Purchasing
4. Exclusive Contract
5. Cost/Price Adjustments
6. Services and/or Supplies
7. Consideration/Payment
8. Term Contract Reporting
9. Access and Retention of Records
10. Assignment, Transfer and Subcontracting
11. Hold Harmless/Indemnification
12. Compliance with Workers' Compensation Act
13. Compliance with Laws
14. Contract Termination
15. Liaisons and Service of Notices
16. Meetings
17. Contractor Performance Assessments
18. Transition Assistance
19. Choice of Law and Venue
20. Scope, Amendment and Interpretation
21. Execution

Microsoft Reseller Services

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are P.O. Box 200135, Helena, MT 59620-0135, (406) 444-2575, and Software House International, Inc., (hereinafter referred to as the "Contractor"), whose address and phone number are 2 Riverview Drive, Somerset, NJ 08873 and (800)-527-6389.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on October 1, 2006, (or upon contract execution) and terminate on September 30, 2009, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 10 years.

3. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

4. EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is considered to be an "Exclusive" use contract and state agencies must obtain the specified product/service from the contract holder(s), unless the contract allows otherwise. However, the State Procurement Bureau does not guarantee any minimum usage totals and it is the individual agency's responsibility to comply with the terms of the contract. The Montana State Universities are not required to purchase goods and services from this contract. Universities may obtain this product/service from sources other than the contract holder.

5. COST/PRICE ADJUSTMENTS

5.1 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost adjustment by mutual agreement.

6. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the Microsoft Reseller Services in accordance with the State's Microsoft Select Agreement 6.1.

Microsoft Reseller Services

7. CONSIDERATION/PAYMENT

7.1 Payment Schedule. In consideration for the Microsoft products to be provided, the State shall pay within 30 days upon receipt of properly executed invoice.

7.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

7.3 Purchasing Card. The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

8. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish reports of term contract usage as specified in Section 3.5 of the RFP.

8.1 Monthly Reporting. The Contractor must provide each individual State agency, local government or other authorized entity, with a monthly report of its purchases. The report must include the total number of licenses purchased categorized by the type of license. A monthly summary or roll-up of all purchases made under this contract must be provided to the ITSD Contract Liaison.

8.2 Annual Reporting. A summary of the same information is also required. Required fields in the report include: Department, Contact Name, Product, MS#, Product Description, Date, PO #, Invoice #, Unit Amount, Extended Amount. This report will be submitted to the ITSD Contract Liaison and to the State Procurement Bureau Contracts Officer.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

9. ACCESS AND RETENTION OF RECORDS

9.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

9.2 Retention Period. The Contractor agrees to create and retain records supporting the acquisition and renewal of Microsoft software and software licenses for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

Microsoft Reseller Services

11. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

12. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the 2005 Montana Laws, chapter 448, section 1, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Department of Administration Information Technology Services Division, upon expiration.

13. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

14. CONTRACT TERMINATION

14.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

14.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

15. LIAISONS AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Michele Burchett will be the liaison for the State.
910 Helena Ave.
P.O. Box 2000116
Helena, MT 59620-0116
Telephone: (406) 444-0109
Fax: (406) 444-4644
E-mail: MBurchett@mt.gov

Microsoft Reseller Services

Shari Mendelson will be the liaison for the Contractor.
2 Riverview Drive
Somerset, NJ 08873
Telephone: 800-527-6389
Direct Line: 732-868-6127
Fax: 732-868-6128
E-mail: Shari_Mendelson@shi.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

16. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

17. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

18. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

19. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

Microsoft Reseller Services

20. SCOPE, AMENDMENT AND INTERPRETATION

20.1 Contract. This contract consists of seven numbered pages, any Attachments as required, SPB07-1408F as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

20.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

21. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**DEPARTMENT OF ADMINISTRATION
FLOYD WILLIS
STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA MT 59620-0135**

**SOFTWARE HOUSE INTERNATIONAL INC.
2 RIVERVIEW DRIVE
SOMERSET, NJ 08873**

BY: _____
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Agency: _____

Approved as to Form:

Procurement Officer (Date)
State Procurement Officer

Chief Information Officer Approval:

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Chief Information Officer (Date)
Department of Administration



Item: Great Falls Animal Shelter Medical Director Contract

From: Police Department

Initiated By: Police Department/Captain Shanks

Presented By: Cloyd Grove, Chief of Police

Action Requested: Award bid on Great Falls Animal Shelter Medical Director Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission award the bid for a one-year Animal Shelter Medical Director Contract to Dr. Tim Gilligan.”

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

Staff Recommendation: It is recommended that the City Commission award the contract to Dr. Tim Gilligan for a one year Animal Medical Shelter Director. The agreement will be automatically renewed for one year, each year, on the anniversary date of expiration unless cancelled by either party.

Background:

Significant Impacts

The animals held at the Great Falls Animal Shelter will receive consistent medical care from a licensed veterinarian. By awarding an annual contract, budgeting for professional services becomes more manageable and controls fluctuating rates. Treatment and aftercare will also be more consistent since previously, a variety of veterinarians would help the shelter, leading to differing opinions and directives on care.

Citizen Participation

None. Professional services only.

Workload Impacts

Workload is not expected to change, although it is anticipated that the Medical Director will be able to provide additional training to staff on recognizing and treating injuries and illnesses to

animals. This training can reduce the introduction of disease which has previously quarantined the entire facility for weeks at a time.

Purpose The contract is intended to provide medical care for animals at the Great Falls Animal Shelter. Consistent medical care for animals at the shelter is an important part of animal welfare. At the same time, costs can be maintained annually in order to remain within budget. A relief veterinarian is included with the bid in the event Dr. Gilligan is unavailable.

Project Work Scope

N/A

Evaluation and Selection Process The specifications were advertised in the Great Falls Tribune and mailed to prospective bidders. The bids were opened on September 8, 2008. Two bids were received and evaluated, which included personal interviews with the prospective bidders. Upon review, it was determined that Dr. Tim Gilligan's proposal should be accepted based on his lower cost estimates.

Concurrences:

Fiscal Impact: The Great Falls Animal Shelter has budgeted \$10,000 for 2009 fiscal year. Based on Dr. Gilligan's hourly rate and retail charges for necessary drugs, it is anticipated that the annual costs will be at or below budget. The GF Animal Shelter is currently undergoing certification by the U.S. Drug Enforcement Administration on Montana Board of Veterinary Medicine for the administration of euthanasia drugs by staff. Upon authorization, the cost to have a licensed veterinarian administer these drugs will no longer be required, leading to increased budget savings.

Alternatives:

The Commission could choose to not award this contract.

Attachments/Exhibits:

Contract (Not available on line; on file in City Clerk's Office.)



Item: Labor Agreement between the City of Great Falls and the Public Employees' Craft Council (Crafts Council)

From: City Manager's Office

Initiated By: Linda Williams, Human Resources Manager

Presented By: Greg Doyon, City 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 Crafts Council, 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 Crafts Council.

Background: The Crafts Council consists of five unions: Teamsters, Carpenters, Operating Engineers, Machinists and Laborers. The previous labor agreement was for a two-year period, expiring June 30, 2008. The terms of the proposed agreement extend the agreement for two years, from July 1, 2008 through June 30, 2010.

The major changes from the previous agreement are:

1. Article 18, Health Benefits
The language was changed to ensure compliance with the City's Section 125 Plan, and contribution rates were changed to reflect City and employee contribution amounts effective 7/1/08. 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.

2. Article 24, Hot Meal
The meal allowances were increased by 50¢.
3. Article 29, Duration
The dates were changed to reflect the terms of the two-year contract.
4. Schedule A
The wage schedule was increased by 3% effective 7/1/08, and 3.25% effective 7/1/09.

Foreman positions were increased an additional 25¢/hour the first year of the agreement.
5. Schedule B
Item 1, Shift Differential
The night shift differential was increase from seventy cents (70¢) per hour to seventy-five (75¢) cents per hour.

Language was added to address a unique night schedule in the Street Division of Public Works. The employees scheduled to work the night shift starting at 4:00 a.m. will receive the shift differential for the entire shift.

Item 3, Leadworker
The leadworker rate was increased from sixty (60¢) cents per hour to seventy-five (75¢) cents per hour.

Concurrences: The Crafts Council members voted on the proposed agreement on September 16, 2008 and ratified the agreement.

Fiscal Impact: The proposed contract provides for a 3% increase in wages effective 7/1/08, and a 3.25% increase in wages effective 7/1/09. 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:

Proposed labor agreement between the City of Great Falls and the Crafts Council

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS

AND

**CITY OF GREAT FALLS
PUBLIC EMPLOYEES CRAFTS COUNCIL**

July 1, 2008 - June 30, 2010

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE 1	
Recognition and Purpose	1
ARTICLE 2	
Successors	2
ARTICLE 3	
Definitions	2
ARTICLE 4	
Union Security	3
ARTICLE 5	
Strikes and Lockouts.....	5
ARTICLE 6	
Management Rights	6
ARTICLE 7	
Employee Rights/Grievance	7
ARTICLE 8	
Wages and Pay Periods.....	12
ARTICLE 9	
Hours of Work and Overtime	12
ARTICLE 10	
Call Back.....	14
ARTICLE 11	
Seniority.....	15
ARTICLE 12	
Probationary Periods (For Work Evaluation Only)	16
ARTICLE 13	
Holidays	17
ARTICLE 14	
Vacation	17
ARTICLE 15	
Sick Leave.....	19

TABLE OF CONTENTS

(Continued)

	<u>Page</u>
ARTICLE 16	
Temporary Assignments	20
ARTICLE 17	
Rest Break	21
ARTICLE 18	
Health Benefits	21
ARTICLE 19	
Safety and Welfare.....	23
ARTICLE 20	
Severance Pay	24
ARTICLE 21	
Posting of State Law	24
ARTICLE 22	
Jury Duty.....	24
ARTICLE 23	
Leave of Absence.....	25
ARTICLE 24	
Hot Meal	25
ARTICLE 25	
Longevity	26
ARTICLE 26	
Affirmative Action Policy.....	26
ARTICLE 27	
Waiver and Amendment Clause	27
ARTICLE 28	
Savings Clause	27
ARTICLE 29	
Duration	28
SCHEDULE A.....	29
SCHEDULE B.....	31

AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the __ day of ____, 2008, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the CITY OF GREAT FALLS PUBLIC EMPLOYEES CRAFTS COUNCIL, consisting of Construction and General Laborers #1686, Operating Engineers #400, International Association of Machinists #86, Teamsters Local #2, and PNWRC of Carpenters, hereinafter referred to as the "UNION", have mutually agreed as follows:

PREAMBLE

The City and Unions 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:

- 1.1 The CITY recognizes the respective UNIONS 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 present recognized jurisdiction of the Craft Unions within the Craft Council shall be maintained during the term of this Agreement.
- 1.2 Employees will be assigned work consistent with the jurisdiction of the Craft Unions of which the employees are members except for extreme variations in work projects coupled with seasonal and weather factors, employees may be given temporary assignments across jurisdictional lines for a maximum of ten (10) consecutive working days without notice to Union. Temporary transfers to exceed ten (10) working days, in order to complete essential projects, cover employee accommodations for medical needs, vacation coverage, the Unions

involved must be notified and concurrence obtained.

- 1.3 Temporary transfers across jurisdictional lines will not be used abusively, and in no event will it be used in an effort to reduce or eliminate the representation of UNIONS in those organizational units in which the UNIONS have current jurisdictions. Barring changes in technology, every effort will be made to maintain the ratio of UNION representation consistent with past manning requirements.
- 1.4 Rates of pay for temporary assignments shall be as outlined in ARTICLE 17.
- 1.5 When an employee is transferred to another craft for temporary work, the CITY shall maintain paying his/her pension contribution rate to the pension fund from the craft in which employee was originally employed.
- 1.6 The City agrees to notify employees by posting any policy changes that may affect them in their department.

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 designated by the City as permanent and who has attained or is eligible to attain permanent status.
- C. "Temporary employee" means an employee who is designated as temporary by the City for a definite period of time but not to exceed twelve (12) months; is not eligible for permanent status; is terminated at the end of the employment period; and is not

eligible to become a permanent employee without a competitive selection process.

Temporary employees will not be used to eliminate a permanent full-time position or delay filling a full-time vacated position.

- D. "Seasonal position" means a position which, although temporary in nature, regularly occurs from season to season or from year to year.
- E. "Part-time employee" means an employee who normally works less than forty (40) hours a week.
- F. "Full-time employee" means an employee who normally works forty (40) hours a week.
- G. "Lead worker" means a person assigned a temporary supervisory function and shall be held fully accountable for all responsibilities of a supervisor in the absence of a supervisor.
- H. 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 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 fail to effectuate the provisions of Section 39-31-204 of the Montana Statutes, the UNION may request in writing that the employees be discharged. The CITY agrees to discharge said employees 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 MCA 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. The City Human Resources Director or the Department Head involved will instruct all new employees to report to the respective UNION involved for a referral slip prior to starting work. The CITY shall have complete freedom of selectivity.

- 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, and shall either be monthly or each pay period 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.
- 4.4 UNION Stewards will not be discriminated against because of lawful UNION activity.
- 4.5 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.

- 4.6 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.
- 4.7 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 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 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 and the CITY from providing emergency operation of the water, waste water and sanitation

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:

As per MCA 39-31-303, 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.
- h. The UNION recognizes that the CITY has statutory rights in contracting for matters relating to municipal operations.

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 RIGHTS/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 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.

7.3 NON-PROBATIONARY EMPLOYEE RECORDS:

The City shall maintain the official personnel records of each employee. Supervisors or management representatives will keep no other official personnel record. This provision shall not restrict said individuals from keeping administrative records with regard to employee action or transaction.

Employees shall have the right to review all materials within their official personnel files upon request during regular business hours in the presence of a management representative.

The employee may authorize a union representative to review their record upon submission of a written authorization to a management representative and in the presence of a management representative. The City shall be given a reasonable time period to furnish copies of said record if requested.

Any material that is placed in an employee's official personnel file shall be supplied to the employee and he or she shall be given the opportunity to respond in writing. The employee must sign the document as acknowledgment of receipt, not necessarily as agreement to the

contents thereof. If the employee refuses to sign, such will be noted on the form. A written notice to the employee stating the specific acts or omissions prompting the discipline and the remedy thereto shall document all disciplinary actions.

Unless required by federal or state regulations, i.e. retention periods for positive drug or alcohol tests, the City agrees to void or remove warning letters from an employee's personnel file if there have been no repeated offenses or other formal disciplinary problems within a two (2) year period from the date of the original disciplinary action, upon the request from the employee.

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/job title 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 attempt to assist employees in meeting economic hardships that may occur during the transition. The CITY will make every effort to have paychecks by 4:00 p.m. on pay day. For those employees working special shifts an attempt will be made to have checks on the evening before payday. If requested by employees going on vacation, the CITY will deposit their checks to a bank

of their choice or send it directly to the employee in a stamped self- addressed envelope supplied by the employee. The employee will be required to sign a statement holding the CITY harmless of delivery.

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, Monday through Friday, of eight (8) continuous hours each, except for a normal lunch period. It is understood and agreed that certain job classifications require special work schedules. In those cases, the supervisor shall designate the work week and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday or Sunday. 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. Nothing herein contained shall be interpreted to eliminate overtime pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. The City and Union agree employees shall not normally be required to work over twelve (12) continuous hours, however, if an employee is required to work sixteen (16) or more continuous hours, said employee shall receive an additional four (4) hours paid time off not to be deducted from vacation or sick leave.
- 9.2 By mutual agreement between the City and the Union, the City may establish alternate work weeks.

- 9.3 One and one-half times (1½) 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 one week. In no case shall overtime pay be paid twice for the same hours worked.
- 9.4 CITY agrees that each permanent full-time employee will be given the opportunity of working at least forty (40) hours in 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 in each 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.
- 9.5 Standby Time. An employee "on standby" on a holiday or regular day off shall be entitled to be paid for four (4) hours standby time at his regular hourly rate for every twenty-four (24) hours he is on standby and four (4) hours for every fifteen (15) hours on standby during the regular work week, provided however, that if such employee is called to work during such period, he shall be paid a minimum of two (2) hours "call back" time plus the "standby time 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 a minimum of two (2) hours overtime up to 10:00 p.m. and after 6:00 a.m., and four (4) hours minimum at all other times, including holidays, paid at

one and one half (1½) times the employee's regular pay rate. An employee called back to repair broken water and sewer mains, unplug sewer mains, or clear ice from water plant intake will be given a minimum of four (4) hours call back time regardless of time of day. 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.
- 10.3 Water Plant employees called in for work at a time other than his/her normal scheduled shift will be compensated two (2) hours at time and one-half (1½), in addition to their regular hours worked, unless the employee receives notice of the change at least eight (8) hours in advance. With at least eight (8) hours notice, employees do not receive additional compensation. Employees will receive at least fourteen (14) days advance notice prior to a change in the structure of the schedule.
- 10.4 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 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 scheduling of vacations, and

layoffs, 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 time seniority shall date back to the date of hire. Recall rights are not earned until after twelve (12) months continuous service.

11.2 Seniority shall be determined first by craft and division, second by craft and third by other crafts covered by this Agreement.

11.3 Seniority shall be broken by (a) quit; (b) retirement; (c) discharge; (d) failure to report after layoff within fourteen (14) calendar days to the craft and division where his seniority was gained, following written notification to employee and UNION to return to work sent by the CITY by mail to their last known address; (e) absence from CITY employment for layoff for twelve (12) or more months; (f) absence from CITY employment due to an on-the-job injury for twelve (12) months.

11.4 No new permanent employees shall be hired in a craft or division until all laid off employees who retain seniority are recalled by seniority as explained in 11.2 above as long as the employee in question is qualified to perform the duties of the open job.

11.5 The City shall post any Crafts Council position opening that may arise in all departments for five (5) full working days (M-F), and send bargaining unit position announcements to the Unions if Human Resources receives notice of where to send them and to whom.

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 When an employee is considered marginal by the City an additional 30 day probationary period may be required upon approval of both City & Union.
- 12.4 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.
- 12.5 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 13

HOLIDAYS:

- 13.1 Full-time employees shall be paid for eight (8) hours, or ten (10) hours if scheduled to work a ten (10) hour shift, at the regular hourly rate for the following holidays:
- a. New Year's Day, January 1;
 - b. Martin Luther King Jr. Day, 3rd Monday in January;
 - c. President's Day, 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 Day, December 25;
 - j. Every day in which a general election is held throughout the State (General Election Day).

Designated holidays falling on an employee's regular days off: employee shall either 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. Employees required to work on these days will be paid at one and one-half (1½) times the regular hourly rate plus holiday pay.

- 13.2 To be eligible for holiday pay, an employee must be in a pay status either the last regularly scheduled working day before or the last regularly scheduled day after a holiday is observed. An employee shall not be eligible to receive holiday benefits if the employee begins work the day after a holiday is observed or is terminated the day before a holiday is observed.

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

In the case of vacation schedules, seniority shall govern by division with the most senior employee given first (1st) choice of when he shall take his vacation. 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 the first full week or more selected, and does not apply on the remaining selections.

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

ARTICLE 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;
2. Doctor and Dentist appointments. Employees are to give twenty-four (24) hour prior notice of doctor and dentist appointments, except in cases of emergencies or unforeseen circumstances;
3. When urgently needed to care for an immediate family member, or any other member of an employee's household, this leave may not exceed more than three (3) days at any one time. "Immediate family" shall mean: employee's spouse, children, mother, father, sisters, brothers, grandparents or grandchildren, and corresponding in-laws;
4. When there is a death in the immediate family, up to five (5) days sick leave may be granted.

15.3 A doctor's report may be required for any paid sick leave in excess of one (1) working day except in the case of abusers where a doctor's report may be required for any sick leave.

Abuse of sick leave shall be subject to disciplinary action.

- 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) division head or 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.
- 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 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 CRAFTS UNIONS may donate one (1) day 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.
- 15.8 Death Benefits. All personnel shall receive Public Employees' 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

TEMPORARY ASSIGNMENTS:

Employees temporarily assigned to a higher rated position shall receive the higher rated pay for all actual hours worked at the higher rated position.

ARTICLE 17

REST BREAK:

In an eight (8) hour shift, there shall be two (2) fifteen (15) minute breaks for all employees covered under the terms of this Agreement, breaks will be taken by mutual agreement between the employee and the immediate supervisor in each department.

ARTICLE 18

HEALTH BENEFITS:

18.1 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.

*The City's contribution of the composite rate will increase with future increases to the composite rate.

Any additional premium charges after 7/1/08 and all increases in premiums through June 30, 2010 will be shared to maintain the City's 90% (ninety percent) contribution of the total premium and the employee's contribution of 10% (ten percent).

Type of Coverage	7/1/08	
	*City Composite Contribution	Employee
Employee	\$783	\$ 21
Employee & Spouse	\$783	\$ 80
Employee & Child(ren)	\$783	\$ 76
Family	\$783	\$105

- a. The City reserves the right to add to, delete from, or modify the current benefit plan with no obligation to negotiate, and retains the right to delete or modify any or all the added benefits with no obligation to negotiate.
- b. The City shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

ARTICLE 19

SAFETY AND WELFARE:

19.1 The health and safety of employees shall be reasonably protected while in the service of the CITY. The CITY shall carry Industrial Accident Insurance on employees.

19.2 The CITY recognizes its commitment to the safety, welfare, and health of all employees and citizens. To accomplish this, the CITY shall comply with all current occupational safety, health and environmental laws mandated by Federal, State and local jurisdictions. The CITY agrees to establish a Safety Program following the guidelines of the Montana Safety Culture Act.

The City Commission, City Manager, department heads and supervisors are charged with the responsibility to actively support and enforce the safety and loss control policy of the CITY. In addition, they are to implement and enforce all safety management directives, standards, reporting requirements and procedures recommended by the City's Safety Committee. All employees are responsible for carrying out all safety procedures, practicing safe work habits in performance of duties, and reporting all unsafe

conditions, actions, or procedures to their immediate supervisor for the purpose of preventing accidental loss to any person or property. The CITY agrees to hold monthly safety meetings for each division upon request, or at a minimum, quarterly.

- 19.3 The CITY will agree to pay for required DOT physicals by a physician of the CITY'S choosing. Employees must notify their supervisor to schedule physicals.

ARTICLE 20

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 written notice of said termination or in lieu of said written notice ten (10) working days computed at the employee's normal base pay rate. Employees quitting the CITY will give a minimum of fourteen (14) calendar days written notice or be terminated not in good standing and will not be eligible for rehire.

ARTICLE 21

POSTING OF STATE LAW:

All State Laws referred to in this Agreement will be made available at the Civic Center c/o the Human Resources Department.

ARTICLE 22

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 23

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 one (1) year, provided, however, that such employee shall not accrue any benefits, including but not limited to, sick leave and vacation leave. Existing seniority rights however shall be frozen during the terms of such absence. Said leave is to be granted under the terms and conditions set by the City Manager. A copy of said terms and conditions shall be on file in the Human Resources Office.

ARTICLE 24

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.

Employees called out after regular working hours or on scheduled days off will be provided with hot meals as follows: first hot meal after two (2) hours overtime, another hot meal after each additional five (5) hours of work.

Employees who are called out on weekends or on scheduled days off and are not given a

minimum of one (1) hour to report shall be allowed hot meals as scheduled above. 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 up facilities prior to meals. Morning meal limited to \$8.00 and evening meal to \$10.50 for the term of the agreement. Employees who work a twelve (12) hour shift shall be allowed a meal allowance of \$10.50.

ARTICLE 25

LONGEVITY:

For purposes of longevity only, time shall be computed and start July 1, 1970, and 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. Upon request, longevity pay to be in separate check to the employee.

ARTICLE 26

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. The CITY shall not discriminate against any employee for his/her political beliefs or their involvement in political actions.

ARTICLE 27

WAIVER AND AMENDMENT CLAUSE:

No past practices, policies, or rules or prior agreements shall alter the intent or the meaning of the specific articles of this Agreement. During the term of this Agreement and any extensions hereof no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement.

This clause shall not be construed to limit, impair or act as a waiver of the CITY'S or UNION'S right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

ARTICLE 28

SAVINGS CLAUSE:

In the event any Federal or State law or final decision of court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The CITY and the UNION agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

ARTICLE 29

DURATION:

This Agreement shall continue in full force and effect until June 30, 2010. 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, 2010 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 date of the Agreement, meetings to consider such changes be held by the parties.

SCHEDULE B

CITY OF GREAT FALLS,
MONTANA

CITY OF GREAT FALLS
PUBLIC EMPLOYEES CRAFT COUNCIL

SPECIAL CONDITIONS

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

1. SHIFT DIFFERENTIAL: In those divisions where shifts are established, there shall be paid in addition to the regular hourly wage, a shift differential of fifty cents (50¢) per hour for the evening shift and seventy-five cents (75¢) per hour for the midnight to morning shift. For shift differential pay calculation, the evening shift rate will be from 4:00 p.m. to midnight and the midnight to morning rate from midnight to 8:00 a.m. Employees assigned to special work schedules will only be paid the shift differential for that shift when they actually work the shift.

For Street Division employees who work four (4) or more hours during a shift which is paid a differential, said employees shall receive the differential for all hour worked that shift. This shall apply to employees who are scheduled for shift work starting at 4:00 a.m.
2. UNION PENSION PLAN: 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 by the CITY. This payment shall be in lieu of an equal amount of base pay.
3. LEADWORKER: A leadworker, designated by the CITY, shall be paid seventy-five cents (75¢) per hour over the regular rate.
4. UNIFORMS: The CITY will provide two (2) new uniforms at the time of hire for Water

Meter Readers, Head and Asst. Head Stationary Engineers and Custodians assigned to the Community Development Department and will replace them as needed within thirty (30) days provided that the employee shows proof of need and surrenders the old uniform upon replacement, not to exceed four (4) uniforms in any twelve (12) month period. A uniform shall consist of shirt and pants. Said uniforms shall be worn only during normal work hours.

5. APPRENTICESHIP: It is agreed that if the CITY should, in the future, seek to institute an apprenticeship plan, the parties hereto will negotiate an apprenticeship agreement which recognizes and includes the Federal Apprenticeship Standards. When the apprenticeship agreement has been negotiated and agreed to by the parties, it shall be attached hereto and made a part of this Agreement. In the establishment of an apprenticeship program, no rules will be adopted which conflict with the terms of this collective bargaining agreement.
6. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System as provided by State Law.
7. SPECIAL CONDITIONS - SANITATION DIVISION:
 - a. Holiday Pick Up: There will be no refuse collection scheduled on the following holidays except in an emergency situation: New Year's Day, Labor Day, Christmas Day.
8. TOOL ALLOWANCE: All special automotive, heavy equipment, and heavy duty tools such as torque wrenches, test equipment, hydraulic equipment, spray equipment, or pneumatic tools required by the CITY shall be furnished by the CITY. Each mechanic covered by this Agreement shall be required to furnish a normal complement of hand tools, but this does not include expendable tools such as taps, drills, dies, hacksaw blades, cutting chisels, files and easyouts. Tools normally furnished by the employee, which are worn out or broken on the

job shall be replaced or repaired by the CITY with tools of same/comparable quality. Evidence of tools worn or broken on the job shall be furnished the CITY before replacement or repair can be made.

The CITY will be responsible for the security of the mechanic's tools properly stored and left on the job during other than normal working hours.

9. SEASONAL LABOR CLASSIFICATION: There will be three seasonal labor classifications:

The following will apply to these classifications:

- a. No pension contribution will be made for employees hired to work in these classifications.
- b. Classifications established for Park and Recreation and Public Works Departments.
- c. An employee may be assigned under this classification for any period of time up to nine (9) months without concurrence of the UNION. The Seasonal Laborers will be notified in writing at the time of their termination of their eligibility for re-hire. It will be the employee's responsibility to make application at the Human Resources Department and maintain current address and phone number.
- d. Employees in these classifications shall be able to take vacation as per Article 14.
- e. Employees in the classification assigned to the Golf Division of the Park and Recreation Department will receive the Park Maintenance Worker I rate of pay when operating the following equipment: and the Seasonal Golf Laborer rate of pay at all other times.
front-end loader (excluding buckets under one cubic yard), and other equipment with a loader attachment on it, when operating the loader;

backhoe; chain saw;

Any new or added equipment equivalent to those listed above operated by Golf Division employees shall be paid at the Parks Maintenance Worker I rate of pay.

- f. Employees in this classification assigned to the Public Works Department may perform weed control with non-riding equipment, snow removal by hand shoveling/non-riding equipment.

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, Montana, this ___ day of _____, 2008.

FOR THE CITY OF GREAT FALLS:

FOR THE UNIONS:

Greg Doyon, City Manager

Construction and General
Laborers #1686

ATTEST:

Operating Engineers #400

City Clerk

Intl. Assn. of Machinists
District #86

(SEAL OF CITY)

Teamsters #2

Reviewed for Legal Content:
CITY ATTORNEY

PNWRC of Carpenters



Item: Appointments to the Great Falls Planning Advisory Board

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ to a three-year term beginning October 21, 2008, and ending December 31, 2011, to the Great Falls Planning Advisory Board.”

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

Staff Recommendation: It is recommended that the City Commission appoint one member to the Great Falls Planning Advisory Board beginning October 21, 2008, and ending December 31, 2011.

Background: Greg Madson has served on the Great Falls Planning Advisory Board since July of 2005. Mr. Madson has resigned from his position on the Board; therefore, it is necessary to appoint one member.

Purpose

The Great Falls Planning Advisory Board was created in lieu of the Great Falls City-County Planning Board. Further, the advisory board has jurisdiction within the City limits; consists of nine citizen members appointed by the City Commission; and, performs and provides the duties, services and functions specified in Ordinance No. 2913, generally involving growth policies, subdivision applications and plats, annexation applications, zoning and rezoning petitions, conditional use permits, long range planning, transportation planning, Community Transportation Enhancement Program administration, historic preservation services, etc. Members must reside within the city limits.

Evaluation and Selection Process

Announcements regarding the opening were placed in the *Great Falls Tribune* and on the City's Website. One application was received for consideration by the Commission in making this appointment.

Continuing members of this board are:

Arthur Bundtrock
Danna Duffy
John Harding
Terry Hilgendorf
Ron Kinder
Bill Roberts
Joseph Schaffer
Wyman Taylor

Citizens interested in serving on this Board:

Michael Bates

Concurrences: Not applicable.

Fiscal Impact: Not applicable.

Alternatives: Continue advertising to seek further citizen interest.

Attachments/Exhibits:

Board Application