



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
July 16, 2019  
7:00 PM**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**PETITIONS AND COMMUNICATIONS**

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

1. Miscellaneous reports and announcements.

**NEIGHBORHOOD COUNCILS**

2. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

3. Miscellaneous reports and announcements from Boards and Commissions.
4. Reappointments to Tourism Business Improvement District Board.
5. Appointment to the Housing Authority Board of Commissioners.

**CITY MANAGER**

6. Miscellaneous reports and announcements from City Manager.

**CONSENT AGENDA**

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

7. Minutes, July 2, 2019, Commission Meeting.
8. Total Expenditures of \$5,049,543 for the period of June 18, 2019 through July 3, 2019, to include claims over \$5000, in the amount of \$4,724,213.
9. Contracts List.
10. Set a public hearing on Resolution 10311, Revising Fee Schedule for Great Falls Fire Rescue superseding Resolution 10070 for August 6, 2019.

11. Set public hearing for August 6, 2019 to consider the sale of approximately 152 square feet of property located at 731 6<sup>th</sup> Street NW (Fire Station #2 property) to the Montana Department of Transportation for right-of-way purposes.
12. Approve Final Payment for the 2nd Street South Water Main Extension project, to Geranios Enterprises, Inc. in the amount of \$1,305.21, and \$13.18 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
13. Approve Final Payment for the 30-inch by 24-inch Water Main Connection project, to Capcon, LLC. in the amount of \$3,264.74, and \$32.98 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
14. Approve Change Order No. 1 in the amount of \$22,778.90 with Geranios Enterprises, Inc. for the 43rd Street North / 8th Avenue North Street Reconstruction project.
15. Award a contract in the amount of \$5,572,971.00 to HDD Company for the Water Main Crossings of the Upper Missouri River and Sun River project, and authorize the City Manager to execute the construction contract documents.
16. Approve a 3-year Purchase Agreement for software licensing and support in the total amount of \$183,825.00 to Cartegraph Systems, Inc. for the purchase of Operations Management System software, and authorize the City Manager to execute the purchase of this software.

**Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member.**

## **PUBLIC HEARINGS**

17. Business Improvement District (BID) 2019/2020 Budget and Work Plan. *Action: Conduct a public hearing and approve or deny the Budget and Work Plan. (Presented by Melissa Kinzler)*
18. Tourism Business Improvement District (TBID) 2019/2020 Budget and Work Plan. *Action: Conduct a public hearing and approve or deny the Budget and Work Plan. (Presented by Rebecca Engum)*
19. Resolution 10300, Intent to Increase Property Tax. *Action: Conduct a public hearing and adopt or deny Res. 10300. (Presented by Melissa Kinzler)*
20. Resolution 10301 - Annual Budget Resolution. *Action: Conduct a public hearing and adopt or deny Res. 10301. (Presented by Melissa Kinzler)*
21. Resolution 10294, Vacating 11th Street South between Block 468 and Block 469; and a Non-Administrative Plat to aggregate Lots 1-14 of Block 468 and Lots-1-14 of Block 469, Great Falls Original Townsite. *Action: Conduct a joint public hearing adopt or deny Res. 10294 and Approve or deny amended plat aggregating properties and accompanying Findings of Fact. (Presented by Craig Raymond)*

## **OLD BUSINESS**

## **NEW BUSINESS**

- 22. Labor Agreement between City of Great Falls and City of Great Falls Public Employees Crafts Council. *Action: Approve or deny labor agreement. (Presented by Gaye McInerney)*
  
- 23. Labor Agreement between City of Great Falls and Plumbers and Pipefitters Local No. 41. *Action: Approve or deny labor agreement. (Presented by Gaye McInerney)*

## **ORDINANCES / RESOLUTIONS**

- 24. Resolution 10298 – A Resolution Repealing Resolution 10237 Titled “A Resolution To Approve A Conditional Use Permit To Allow A ‘Two-Family Residence’ Land Use Upon The Property Located At 3125 8<sup>th</sup> Avenue North.” *Action: Adopt or deny Res. 10298. (Presented by Craig Raymond)*
  
- 25. Resolution 10310, A Resolution Certifying the Abatement of a Nuisance of Certain Property Located at 3026 9<sup>th</sup> Avenue North Completed. *Action: Adopt or deny Res. 10310. (Presented by Craig Raymond)*
  
- 26. Ordinance 3206 – An Ordinance to rezone a portion of Lots 4A and 6-9 of Riverview Tracts Addition, and to amend Ordinance 3104 to include said property within the boundaries of the PUD. *Action: Accept or not accept Ord. 3206 on first reading and set or not set a public hearing for August 6, 2019. (Presented by Craig Raymond)*

## **CITY COMMISSION**

- 27. Miscellaneous reports and announcements from the City Commission.
  
- 28. Commission Initiatives.

## **ADJOURNMENT**

*(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.)*

*Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.*



**Item:** Reappointments, Tourism Business Improvement District (TBID)  
**From:** City Manager's Office  
**Initiated By:** City Commission  
**Presented By:** City Commission  
**Action Requested:** Reappoint two members to the Tourism Business Improvement District Board of Trustees

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission reappoint Sandra Johnson-Thares and Robert Dompier to the Tourism Business Improvement District Board of Trustees to four-year terms through June 30, 2023.”

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

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**Recommendation:** It is recommended that the City Commission reappoint Sandra Johnson-Thares and Robert Dompier to the Tourism Business Improvement District Board of Trustees to four-year terms through June 30, 2023.

**Summary:** Sandra Johnson-Thares has served on the Board since August 21, 2018 and Robert Dompier has served since July 19, 2016. They are both eligible and interested in continuing to serve on the Board. Although not required, Rebecca Engum sent out letters to all property owners within the TBID district seeking interested candidates. No applications were received.

**Background:**

Purpose

The Tourism Business Improvement District (TBID) was established by Resolution 9792 on December 2, 2008 and recreated by Resolution 10222 on February 6, 2018 for an additional ten years. Its overall purpose is to utilize tax dollars through the TBID assessment and direct those monies to be used for the purpose of promoting tourism, conventions, trade shows, and travel to the City of Great Falls. Trustees must be an owner of property within the TBID or their assignee.

Members requesting reappointment:

Sandra Johnson-Thares	8/21/18 – 6/30/19
Robert Dompier	7/19/16 – 6/30/19

Continuing members of this board are:

Becky Amaral-Miller	7/3/12 – 6/30/20
Malissa Hollan	12/1/09 – 6/30/21
Scott Schull	5/3/11 – 6/30/22
David Buckingham	10/17/17 – 6/30/21
Laurie Price-Manning	10/18/14 – 6/30/20

**Concurrences:** At its June 20, 2019, Board of Trustees meeting, the TBID Board recommended the reappointment of Sandra Johnson-Thares and Robert Dompier.

**Alternatives:**

Seek alternative applications.



**Item:** Appointment to the Housing Authority Board of Commissioners  
**From:** City Manager's Office  
**Initiated By:** Great Falls Housing Authority  
**Presented By:** City Commission  
**Action Requested:** Appoint one member to the Great Falls Housing Authority Board of Commissioners.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission appoint \_\_\_\_\_ to a five-year term through June 30, 2024, to the Great Falls Housing Authority Board of Commissioners.”

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

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**Board Recommendation:** It is recommended that the City Commission appoint Megan Bailly to the Great Falls Housing Authority Board to a five-year term through June 30, 2024.

**Summary:** Jim Weber has served on the Board since June 2009 completing two full terms. City Staff began advertising for this opening on March 25, 2019 and received two applications. Applications were forwarded to the Board for review during their May 2019 meeting but the Board waited until their meeting on June 20 when they had a full Board to make a final recommendation.

**Background:**

The Great Falls Housing Authority Board consists of seven commissioners appointed by the City Commission. Two commissioners must be residents of the Housing Authority properties. The Board is an independent authority responsible for setting policy for the operation and management of public housing properties, HUD Section 8 program and other affordable housing programs. The Board also serves as the loan committee for the City's Housing Rehabilitation Program. The Board is also responsible for providing safe, decent, sanitary, and affordable housing for the community's low-income residents. Tenant terms are two years and regular members are five years.

Continuing members of this board are:

Ryan Hart	7/1/17 – 6/30/22
David Fink	7/17/18 – 6/30/23
Timothy McKittrick	7/1/16 – 6/30/21

Joe Boyle	2/7/06 – 5/31/20
Ashley Gates	6/7/17 – 6/30/20
Terri Sullivan	7/5/17 – 6/30/20

Citizens interested in serving:

Megan Bailly  
Amber Pearson

**Alternatives:** The Commission could direct staff to advertise for other citizen interest.

**Concurrences:** During the June 20, 2019 the Great Falls Housing Authority Board of Commissioners recommended appointing Megan Bailly.

As a side note, during the Board Meeting, Mr. Boyle also informed the Board that he was moving out of state and would need to resign from the Board. City staff has started advertising for this vacancy and the candidate that is not appointed will be considered for the new vacancy along with any additional applicants.

**Attachments/Exhibits:**

Great Falls Housing Authority recommendation letter  
Applications



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

June 20, 2019

To: Honorable Mayor and City Commission

From: Ryan Hart, Acting Chairman

Great Falls Housing Authority Board of Commissioners

Re: GFHA Board Appointment Recommendation

At its June 20th, 2019 meeting, the Great Falls Housing Authority Board of Commissioners reviewed one application for an open position on the Board of Commissioners. The position is being vacated by Commissioner James Weber.

The GFHA Board of Commissioners would like to recommend to the City Commission that **Megan Bailly** be appointed to replace Commissioner James Weber.

Ms. Bailly is a Senior Clinical Manager at Gateway Community Services and has over 9 years of experience. The Commissioners felt that the continued social service perspective Ms. Bailly could offer would be very beneficial to the Great Falls Housing Authority.

Commissioner Fink made a motion to recommend the appointment of Megan Bailly to the GFHA Board of Commissioners for the vacant position. Commissioner Sullivan seconded the motion with unanimous voice approval.







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

**RECEIVED**

APR 26 2019

**CITY MANAGER**

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

Board/Commission Applying For: <b>Great Falls Housing Authority</b>		Date of Application: <b>04/26/2019</b>	
Name: <b>Megan Bailly, LCPC</b>			
Home Address: <b>2809 1st Ave N</b>		Email address: <b>m.stone@live.com</b>	
Home Phone: <b>(406)750-8517</b>	Work Phone: <b>(406)727-2512</b>	Cell Phone:	
Occupation: <b>Counselor and Clinical Supervisor</b>		Employer: <b>Gateway Community Services</b>	
Would your work schedule conflict with meeting dates?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: <b>I have worked for nearly every mental health organization in Great Falls and surrounding areas. Through my work with these clients, I have grown to understand their needs for services in our area as well as the challenges facing organizations who serve them. See Attached resume.</b>			
Educational Background: <b>Bachelor or Arts degree in Psychology from the University of MT 2010 Master of Science in Counseling from the University of Great Falls 2013</b>			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities: <b>Current: Leadership Great Falls Class of 2018/2019 Children's Liturgy St. Ann's Cathedral 2018-present</b>  <b>Past: La Leche League Leader 2013-2015</b>			
Previous and current public experience (elective or appointive): <b>Campfire USA Board Member 2010-2012 Campfire USA Board of Directors Teen Advisor 2004-2006</b>			
Membership in other community organizations: <b>Leadership Great Falls Great Falls Counseling Association Substance Abuse Prevention Alliance</b>			

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

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


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

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

Please describe your interest in serving on this board/commission?  
I would like to be more involved with community organizations in Great Falls to improve my community and better serve my clients. I feel I have something to offer the Housing Authority in terms of social work/counseling.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
My expertise in the area of social work and counseling is valuable to help guide policy. I have seen many different social services models at various agencies in Great Falls and have helped write and implement policy at Gateway Community Services.

Additional comments:

Signature  Date: 4/26/19

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

**Return this form to:**  
City Manager's Office  
P.O. Box 5021  
Great Falls, MT 59403

**Fax:**  
(406) 727-0005

**Email:**  
kartis@greatfallsmt.net

**Megan Elizabeth Bailly LCPC**

**2809 1st Ave N, Great Falls, MT (406)750-8517**

**Education**

Masters of Science in Mental Health Counseling	University of Great Falls, Great Falls, MT	2013
Bachelor of Arts in Psychology	University of Montana, Missoula, MT	2010

**Relevant Career History**

**Senior Clinical Manager, Gateway Community Services** October 2016-present

- Supervise and coordinate treatment with counselors and para-professionals.
- Coordinate counselors within contract.
- Manage personnel issues and direct all clinical services within Gateway.
- Perform clinical assessment, diagnosis, as well as individual and family therapy, and maintain proper documentation of client contact.

**Co-occurring Counselor, Gateway Community Services** August 2016-January 2017

- Supervise and coordinate treatment with counselors and para-professionals.
- Coordinate Adult Treatment court and other community contracts.
- Manage personnel issues and direct all clinical services within agency.
- Perform clinical assessment, diagnosis, as well as individual and family therapy, and maintain proper documentation of client contact.
- Present to clients on topics such as healthy relationships, co-occurring disorders, and grief.

**Child and Family Therapist, AWARE.** August 2014-Aug 2016

- Primary Therapist for 1 adult mental health and 3 developmentally disabled adult group homes.
- As home support services therapist, provided therapy and case management for SED children and their families.
- Maintained a caseload and exceeded monthly benchmarks.
- Led therapy groups for teens, adults with SDMI, and DD adults.
- Performed clinical assessment and diagnosis for new clients as well as yearly reassessments.
- Maintained documentation of hours and clinical notes.
- Coordinated treatment with other professionals such as case managers and other agencies.
- Provided training for staff on boundaries, ethics, and other clinical topics.
- Provided clinical direction for staff in absence of Lead Clinician

**CSCT Therapist, Altacare.** March 2014-August 2014

- Maintained a caseload of ten SED children
- Performed clinical assessment and diagnosis for new clients as well as yearly reassessments.

- Maintained documentation of hours and clinical notes.
- Coordinated treatment with other professionals (ie. case managers, teachers, administrators).

***Co-occurring Counseling Intern, Gateway Community Services***

May 2013-May 2014

- Maintained a personal caseload as well as observed sessions with supervisor.
- Presented to clients on topics such as healthy relationships, co-occurring disorders, and grief.
- Performed clinical assessment, diagnosis, and chemical dependency assessment.
- Maintained documentation of hours and clinical notes.
- Coordinated treatment with chemical dependency counselors and case manager.
- Observed Treatment court and TDAT federal program management.

***Child and Family Counseling Intern, Youth Dynamics.***

Oct 2012-April 2013

- Maintained a personal caseload as well as observed sessions with supervisor.
- Presented to parents at monthly parenting workshop.
- Performed clinical assessment and diagnosis for new clients as well as yearly reassessments.
- Maintained documentation of hours and clinical notes
- Coordinated treatment with other professionals such as case managers.

***CSCT Behavior Specialist, Center for Mental Health.***

June 2011- Feb 2012

- Developed treatment plans and performed interventions with elementary school children.
- Maintained documentation of hours and clinical notes.
- Coordinated treatment with parents, other professionals, and the school district.

***Temporary ReAct Coordinator, City/County Health Department.***

May-Aug 2010

- Coordinate events to recruit and engage high school students in statewide program to address and prevent teen tobacco use.
- Meet with students to encourage and facilitate teen-led activism.
- Create programming and training tools to simplify tasks and duties for future coordinators.

***Suicide Prevention Coordinator & Peer Mentor, University of Montana.***

Oct 2006-May 2010


- Coordinated training and events centered on mental health awareness.
- Facilitated a mental health support network for students including referrals to counseling.
- Presented to students on health topics such as safer sex and stress relief.
- Tobacco Cessation and Prevention Team, University of Montana.
- Coordinated events centered on tobacco awareness.
- Performed research and assessment on campus to address tobacco use and advocate for tobacco free campus initiative.
- Created "quit kits" and met with students 1:1 to assess and plan for tobacco cessation.
- Assisted students in the preparation and action stages of quitting tobacco in follow up sessions.



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

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

Board/Commission Applying For: Great Falls Housing Board of Commissioners		Date of Application: 4/1/19
Name: Amber L. Pearson		
Home Address: 3105 3rd Ave. S		Email address: Amber@ AGreenerMontana.com
Home Phone: —	Work Phone: —	Cell Phone: 406.750.2648
Occupation: Realtor®	Employer: ERA Advantage Realty	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: Green-Designated Realtor® experienced with housing & improvements.		
Educational Background: High-School degree, Green Designation from NAR		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: None		
Previous and current public experience (elective or appointive): None		
Membership in other community organizations: None		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? I am passionate about housing, & I want to help.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? History of property management, work in housing field, & good at mediation.	
Additional comments:	
Signature 	Date: 4/1/19

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

**Return this form to:**  
City Manager's Office  
P.O. Box 5021  
Great Falls, MT 59403

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net

**JOURNAL OF COMMISSION PROCEEDINGS**  
**July 2, 2019**

Regular City Commission Meeting

Mayor Kelly presiding

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

Commission Chambers Room 206

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Bob Kelly, Owen Robinson, Bill Bronson, and Mary Sheehy Moe. Commissioner Tracy Houck was excused. Also present were the City Manager Greg Doyon; Deputy City Clerk Darcy Dea; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; City Attorney Sara Sexe; and, Police Chief Dave Bowen.

**AGENDA APPROVAL:** There were no changes proposed by the City Manager or City Commission. The agenda was approved as submitted.

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** None.

**PROCLAMATIONS**

**PETITIONS AND COMMUNICATIONS**

**1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**NEIGHBORHOOD COUNCILS**

**2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS & COMMISSIONS**

**3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.**

**Joan Redeen**, Community Director of the Great Falls Business Improvement District (BID), 318 Central Avenue, reported that the BID was renewed for a 10 year period, and will continue its efforts with regard to supporting downtown property owners. The unofficial renewal rate was 86.16 %, and out of 195 parcels, 11 parcels had casts negative votes.

BID Board members include: Travis Neil, Max Grebe, Sheri Dolan, Alison Fried, Jason Madill, Jason Kunz, and Matthias Schalper.

Ms. Redeen reported on the following accomplishments of the BID:

# JOURNAL OF COMMISSION PROCEEDINGS

July 2, 2019

- There are four pedlets downtown, and a suspndlet is under construction.
- Members from the BID recently attended the National Main Street Conference in March, 2019.
- Proposed Mural Festival for downtown.
- Hosting an artist workshop, as well as launching the installation of new murals during Downtown Great Falls Association's market on August 23<sup>rd</sup> and 24<sup>th</sup>.

Ms. Redeen explained that she is unable to attend the July 16<sup>th</sup> public hearing for the 2019/2020 BID Budget and Work Plan, and encouraged the Commission to contact her if there were any questions.

Ms. Redeen expressed appreciation to the Commission for its continued support, and to staff for their efforts on BID projects. Ms. Redeen further expressed appreciation to Police Chief Dave Bowen and Sergeant Anthony Munkres for the Directed Enforcement Team.

## CITY MANAGER

### 4 MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported on the following:

- The filing deadline for write-in candidates for Neighborhood Council is August 1<sup>st</sup>.
- Balancing Act is a budget simulator tool available on the Finance page of the City's website that allows citizens to engage in the proposed budget development.
- Planning and Community Development has hired two new Planners; however, that Department will have positions available for a Building Inspector and CDBG Administrator.
- The Federal Energy Regulatory Commission (FERC) has allowed NorthWestern Energy to implement a full transmission rate increase, which will subject the City to an additional \$5,000 per month in transmission charges.
- There are current Board and Commission openings for the Ethics Committee, Housing Authority, Parking Advisory Commission, Audit Committee, Golf Advisory Board, and the Advisory Commission on International Relationships.
- City offices will be closed on July 4<sup>th</sup>, and he encouraged citizens to be safe with the use of fireworks.

### CONSENT AGENDA.

5. Minutes, June 18, 2019, Commission meeting.
6. Total expenditures of \$3,292,640 for the period of May 31, 2019 through June 19, 2019, to include claims over \$5,000, in the amount of \$2,985,496.



**JOURNAL OF COMMISSION PROCEEDINGS**

**July 2, 2019**

7. Contracts list.
8. Award a contract in the amount of \$153,190.00 to David W. Kuglin Construction for the 2019 CDBG ADA Handicap Ramps and Sidewalk, and authorize the City Manager to execute the construction contract documents. **OF 1715.4**
9. Award a contract in the amount of \$588,900.00 to United Materials of Great Falls, Inc., for the Skyline Drive NW Improvements, and authorize the City Manager to execute the construction contract documents. **OF 1708.0**
10. Award a contract in the amount of \$71,795.00 to Capcon, LLC of Great Falls, MT for the 22<sup>nd</sup> Street SW Sanitary Sewer Replacement from Central Avenue West to 1<sup>st</sup> Avenue SW, and authorize the City Manager to execute the construction contract agreements. **OF 1743.1**
11. Postpone the award of a contract for the Water Main Crossings the Upper Missouri River and Sun River Project to July 16, 2019. **OF 1494.6**
12. Approve the application for the release of TIF funds to complete the additional final design elements, permit acquisition and provide assistance with the State Revolving Funds (SRF) loan application for the storm drainage system across the Central Montana Agri-Tech Park and approve Amendment No.1 in the amount of \$43,500 to Thomas Dean & Hoskins, Inc. **OF 1658.1**
13. Set the public hearing on Resolution 10300, Intent to Increase Property Tax for July 16, 2019.
14. Set the annual budget hearing on Resolution 10301, Annual Budget Resolution for July 16, 2019.
15. Set the public hearing for the 2019/2020 Business Improvement District (BID) Budget and Work Plan for July 16, 2019.
16. Set the public hearing for the 2019/2020 Tourism Business Improvement District Budget and Work Plan for July 16, 2019.
17. Set the public hearing for Resolution 10305 to levy and assess the Street Maintenance District for August 6, 2019.
18. Set the public hearing for Resolution 10306 to levy and assess the General Boulevard Maintenance District for August 6, 2019.
19. Set the public hearing for Resolution 10307 to levy and assess the Portage Meadows Maintenance District for August 6, 2019.
20. Set the public hearing for Resolution 10308 to levy and assess Great Falls Park District No. 1 for August 6, 2019.
21. Set the public hearing for Resolution 10309 to levy and assess properties within Special Improvement Lighting Districts for August 6, 2019.

**JOURNAL OF COMMISSION PROCEEDINGS**

**July 2, 2019**

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

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

Motion carried 4-0.

**PUBLIC HEARINGS**

**OLD BUSINESS**

**NEW BUSINESS**

**ORDINANCES/RESOLUTIONS**

**22. RESOLUTION 10299, AMENDING RESOLUTION 10274, EXTENDING THE EFFECTIVE PERIOD IN WHICH TO COMPLETE THE NUISANCE ABATEMENT OF PROPERTY LOCATED AT 520 8TH AVENUE SOUTH.**

Planning and Community Development Director Craig Raymond reported that this item is a request to approve Resolution 10299 which will extend the effective period of Resolution 10274 so that the City or the current owner of the property may complete the abatement of the declared nuisance. The subject property is located at 520 8<sup>th</sup> Ave South.

On January 2, 2019, the Commission adopted Resolution 10274, declaring the property located at 520 8<sup>th</sup> Ave South to be a Nuisance, pursuant to the Official Code of the City of Great Falls (OCCGF) Title 8, Chapter 49. Resolution 10274 ordered the nuisance to be abated and authorized staff to force abatement if necessary.

Multiple issues require the request for an extension at this time. Inclement weather has impacted the owners or the City's ability to perform the abatement. Additionally, the owners have at times, made some effort to complete the abatement. While some minor progress has been made, it has not been satisfactory to City staff. Staff has secured bids and has signed contracts from a contractor to complete the abatement; however, the contractor has not been able complete the abatement due to scheduling conflicts.

Director Raymond noted that for future abatements there will be a one-year period of time, due to the frequency of requests for extensions.

**Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10299.**

Mayor Kelly asked if there were any comments from the public or any discussion amongst the Commissioners.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**July 2, 2019**

Commissioner Moe expressed concern with regard to the one-year extension period affecting citizens in the neighborhood that have to live with the nuisance and abatement process for a year.

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

Motion carried 4-0.

**CITY COMMISSION**

**23. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Referring to fireworks, Mayor Kelly encouraged citizen to be compassionate about Veterans and animals, and to clean up afterwards.

Mayor Kelly announced that he has a prior commitment on July 16<sup>th</sup>, and Mayor Pro Tempore Bronson will fill in for him at the Commission meetings.

**24. COMMISSION INITIATIVES.**

None.

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Robinson moved, seconded by Mayor Kelly, to adjourn the regular meeting of July 2, 2019, at 7:20 p.m.**

Motion carried 4-0.

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

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

Minutes Approved: July 16, 2019



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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

**LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT**  
<http://greatfallsmt.net/finance/checkregister>

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

ACCOUNTS PAYABLE CHECK RUNS FROM JUNE 20, 2019 - JULY 3, 2019	5,014,801.11
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JUNE 18, 2019 - JUNE 27, 2019	34,742.00
<b>TOTAL: \$</b>	<b><u>5,049,543.11</u></b>

**SPECIAL REVENUE FUND**

**FIRE SPECIAL REVENUE**

FEDERAL RESOURCES SUPPLY CO	HAZMAT TRAINING	17,850.00
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**STREET DISTRICT**

GREAT FALLS SAND & GRAVEL INC	ASPHALT	28,679.46
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**LIBRARY FOUNDATION**

BAKER & TAYLOR INC	MATERIALS PURCHASED	7,234.73
DEMCO INC	OUTDOOR BOOK DROP AND CARTS	10,092.00
CONNECTION	COMPUTERS FOR PATRON AREA	11,033.10

**PARK MAINTENANCE DISTRICT**

WILLIAMSON FENCING	DUGOUT & BACKSTOPS MULTI SPORTS FIELD #7	9,450.00
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**FEDERAL BLOCK GRANTS**

TERRY LIGGETT CONSTRUCTION	REVOLVING LOAN FUND WATER LINE REPLACEMENT	11,040.00
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**EAST INDUSTRIAL AG TECH PARK TID**

GREAT FALLS AGRITECH PARK	DEVELOPMENT AGREEMENT PAYMENT	166,242.42
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**CENTRAL MONTANA AG TECH PARK TID**

TD&H ENGINEERING	OF 1658.1 CMATP TIF PHASE 3 STORM DRAIN	29,301.15
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**DEBT SERVICE**

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**SOCCER PARK GO BONDS**

US BANK NA	DEBT SERVICE	155,274.38
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**GENERAL OBLIGATION TAXABLE BONDS**

US BANK NA	DEBT SERVICE	138,462.50
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**WEST BANK TID BONDS**

US BANK NA	DEBT SERVICE	155,087.50
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**ENTERPRISE FUNDS**

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**WATER**

US BANK NA	DEBT SERVICE	1,242,110.70
THATCHER CO OF MONTANA	CHEMICALS	11,366.95
AE2S CONSTRUCTION LLC	OF 1637.1 WTP FILTRATION IMPROVEMENTS	28,403.05
FERGUSON ENTERPRISES INC	OF 1494.8 WATER MAIN CONNECTION MATERIALS	52,292.38
GERANIOS ENTERPRISES INC	OF 1494.7 2ND ST S WATER MAIN EXTENSION	88,210.60
TD&H ENGINEERING	OF 1494.6 PROFESSIONAL SERVICES WM CROSSING MISSOURI & SUN	62,832.80
FERGUSON ENTERPRISES INC	WATER METERS	10,526.40
KOIS BROTHERS EQUIPMENT CO	WATER DEPARTMENT SERVICE BODY FOR UNIT #614	16,855.06
A+ ELECTRIC MOTOR INC	LS4 BRUSH HOLDERS & HEATERS	7,370.00
CAPCON LLC	OF 1494.8 30"BY24" WATER MAIN CONNECTION	90,905.26
CENTRAL EXCAVATION	OF 1462.5 18TH ST SO STORM DRAIN IMPRV PH 2B (SPLIT AMONG FUNDS)	16,552.55

**SEWER**

US BANK NA	DEBT SERVICE	916,226.25
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**STORM DRAIN**

US BANK NA	DEBT SERVICE	398,829.65
CENTRAL EXCAVATION	OF 1462.5 18TH ST SO STORM DRAIN IMPRV PH 2B (SPLIT AMONG FUNDS)	112,385.76

**911 DISPATCH CENTER**

CENTURYLINK	JUNE 2019 CHARGES	5,841.70
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**INTERNAL SERVICES FUND**

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**HUMAN RESOURCES**

NEOGOV	ON-LINE APPLICATION SOFTWARE	36,243.00
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**INFORMATION TECHNOLOGY**

DELL MARKETING LP	13 PC'S AND MONITOR'S FOR COURT	11,063.85
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**INTERNAL SERVICES FUND (CONTINUED)**

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**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP	FUEL	29,094.28
ANDERSON GLASS-DOORS-WINDOWS	PW DOOR REPLACEMENT PHASE 1	26,879.49

**PUBLIC WORKS ADMINISTRATION**

HIGH POINT NETWORKS LLC	MITEL PHONE IMPLEMENTATION PUBLIC WORKS	8,889.83
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**CC FACILITY SERVICES**

A T KLEMENS INC	CHANGE OUT AC FINANCE DEPARTMENT	6,067.00
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**TRUST AND AGENCY**

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**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	25,519.50
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**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	48,297.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	10,388.97
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,825.22
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	68,174.42
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	129,796.56
US BANK	FEDERAL TAXES, FICA & MEDICARE	210,070.67
AFLAC	EMPLOYEE CONTRIBUTIONS	9,852.90
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	26,212.80
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	16,551.96
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	25,206.87
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	38,307.74

**ULRRWSD AGENCY PHASE 1**

US BANK NA	DEBT SERVICE	12,675.00
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**ULRRWSD AGENCY PHASE 2**

US BANK NA	DEBT SERVICE	8,850.00
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**UTILITY BILLS**

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NORTHWESTERN ENERGY	JUNE 2019 SLD CHARGES	85,492.50
NORTHWESTERN ENERGY	TRANSMISSION CHARGES FOR APRIL 2019	13,609.09
NORTHWESTERN ENERGY	MAY 2019 WATERPLANT CHARGES	22,687.92

**CLAIMS OVER \$5000 TOTAL:** \$ 4,724,212.92

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: July 16, 2019**

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

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

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

**MAYOR’ S SIGNATURE:**         \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Planning and Community Development	Public Works Department	06/04/2019 – 06/30/2020	\$123,00	Amended 2018/2019 Community Development Block Grant Agreement to provide an Americans with Disabilities (ADA) compliant route of travel through a Low/Moderate Income (LMI) neighborhood to connect citizens to each other and larger routes for travel to various public and private amenities. Grantee City ID #CD721906 & Federal Entity ID #B-18-MC-30-002 (This Amended Agreement replaced the reference to OMB Circular A-110 with 2 CFR Part 200, an updated version of the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education,

					<i>Hospitals, and other Nonprofit Organizations.) (CR 060518.16; 060419.13E)</i>
<b>B</b>	Planning and Community Development	Neighborhood Housing Services of Great Falls dba NeighborWorks Great Falls	06/04/2019 – 06/30/2020	\$57,000	Amended 2018/2019 Community Development Block Grant Agreement to provide Housing Education and Counseling to include eviction prevention and financial coaching. Grantee City ID #CD721906 & Federal Entity ID #B-18-MC-30-002 ( <i>This Amended Agreement replaced the reference to OMB Circular A-110 with 2 CFR Part 200, an updated version of the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations.) (CR 060518.16; 060419.13F)</i>
<b>C</b>	Planning and Community Development	Neighborhood Housing Services of Great Falls dba NeighborWorks Great Falls	06/04/2019 – 06/30/2020	\$49,000	Amended 2018/2019 Home Investment Partnership Program Agreement to fund a development subsidy towards the property 1509 6 <sup>th</sup> Avenue NW built by High School construction classes, which will be sold to a LMI homebuyer. ( <i>This Amended Agreement replaced the reference to OMB Circular A-110 with 2 CFR Part 200, an updated version of the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other</i>



					<i>Nonprofit Organizations.)</i> (CR 060518.16; 060419.13G)
<b>D</b>	Public Works – Engineering	Nelson Architects	07/16/2019 – 07/08/2020	\$13,742	Professional Services Agreement for architectural and engineering design services for the repair and rehabilitation of the Public Works Building #1 that was damaged by a fire <b>OF 1744</b>
<b>E</b>	Planning and Community Development	Marysh, LLC 1801 Wire Mill Road Black Eagle, MT 59414	Perpetuity	N/A	Access Easement Agreement for access to a proposed sewer main that is to be installed in the existing county alley in Lot 1, Block 30, of the Replat of Lincoln Heights, located in the NE1/4 of Section 18, Township 20 North, Range 4 East, PMM, City of Great Falls, Cascade County, Montana, containing 0.069 acres or 2999 square feet (Beehive Home Development Project) <b>OF 1732.2</b>
<b>F</b>	Park & Recreation	Thomas Dean & Hoskins (TD&H) Engineering	07/16/2019 – 12/29/2019	\$1,900	Professional Services Agreement to survey staking for concrete sidewalk installation, provide final construction plan, and construction inspection services as needed to complete the West Bank Park Canoe Launch Repair project. <b>OF 1585.10</b>
<b>G</b>	Park & Recreation	Thomas Dean & Hoskins (TD&H) Engineering	07/16/2019 – 12/31/2019	\$9,000	Professional Services Agreement to provide geotechnical engineering services preliminary River’s Edge Trail Slide Assessment <b>OF 1726.1</b>

<b>H</b>	Great Falls Public Library	AT Klemens	07/10/2019 – 12/31/2019	\$5,430	Agreement to include all labor and materials to remove and replace hot water recirculation line



**Item:** Resolution No. 10311, Revising Fee Schedule for Great Falls Fire Rescue superseding Resolution 10070.

**From:** Stephen A. Hester, Fire Chief

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

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

**Action Requested:** Set a public hearing on Resolution 10311 for August 06, 2019.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set or not set) a public hearing on Resolution 10311 for August 06, 2019.”

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

---

**Staff Recommendation:**

Staff recommends the Commission set a public hearing on resolution 10311 for August 06, 2019.

**Summary:**

Resolution 10311 supersedes resolution 10070 that was adopted in April of 2014. This resolution increases the previous fees by 10% as an adjustment to cost of living and the true cost of the additional services the Great Falls Fire Rescue Department (GFFR) offers to the community. Additionally, two new fees have been added, one for Cardio Pulmonary Resuscitation (CPR) Class tuition and the other to provide fire water line flushes.

It has been 5 years, since the last GFFR fee adjustment. Since then, the cost of providing these services has increased due to personnel, equipment, and supply increases. GFFR has these charges in place for services that are typically not associated with the department typical emergency response work, which GFFR does not charge a fee to provide.

Since the last fee-schedule review, the department has added two essential services. The first is the community CPR training. Each student shall be charged a nominal \$35.00 tuition fee and the cost of the American Heart Association CPR card. The Department plans to offer CPR training once a month based on demand.

Second, the Department has been conducting flushes of repaired or newly installed Fire Suppression System water lines. This requires at least two GFFR staff members and all the equipment it takes to connect to the line to include 5-inch high volume hose. The \$100.00 dollar fee shall help maintain the equipment we use and defray the cost of staff time spent doing the work. The department conducts anywhere from 20 to 35 flushes annually.

**Fiscal Impact:**

The fee increases will help pay for the maintenance, care, and repair of the equipment and facilities used to provide the services as listed.

**Alternatives:**

If the fees are not increase, the City would have to bear the burden of maintaining equipment and facilities or the services could be stopped.

**Concurrences:**

City Attorney has reviewed the resolution

Public Works staff have been informed of the flushing service, especially those that impact water lines and Hazardous Materials response to protect the City stormwater system.

**Attachments/Exhibits:**

Resolution No. 10311 GFFR Fee Schedule

**RESOLUTION 10311**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, REVISING THE FEE SCHEDULE FOR GREAT FALLS FIRE RESCUE (GFFR) AND SUPERSEDING RESOLUTION 10070.**

\*\*\*\*\*

**WHEREAS**, the Great Falls City Commission adopted Resolution 10070 on April 15, 2014, setting forth fees for services provided by Great Falls Fire Rescue (GFFR); and

**WHEREAS**, since 2014 the costs have increased to provide these services; and

**WHEREAS**, providing these ancillary services or special circumstances are beyond the scope of those services covered by typical emergency work; and

**WHEREAS**, GFFR has developed a procedure allowing a means to appropriately and fairly invoice consumers for the services listed in the GFFR fee schedule.

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

- 1) Resolution 10070 is superseded by these terms.
- 2) Great Falls Fire Rescue service fees are set forth as follows:

**Great Fall Fire Rescue (GFFR) Fee Schedule**

**REPORTS:**

Incident Reports	\$11.00
Fire Investigation Report & Photos – BY SUBPOENA ONLY	\$100
Single page copies	\$0.25/page

**FACILITIES (daily rates):**

Training Center classroom ( <i>includes audio/visual equip</i> )	\$121 per day
Training Center facility ( <i>includes Tower, Roof/Burn Props</i> )*	\$286 per day
<i>*Note: Burn prop requires GFFR supervision</i>	

**APPARATUS (hourly rates – personnel costs not included):**

1 ALS Rescue Engine	\$224 per hour
1 Fire Engine	\$188 per hour
1 Aerial Apparatus 100 foot Pierce Platform	\$335 per hour
1 Command Vehicle	\$120 per hour
1 Rescue Vehicle	\$120 per hour
1 Hazmat Trailer w/equip	\$142 per hour
Hazmat supplies/tools	cost + 20%

**SERVICES OTHER:**

CPR Training Class	\$35 per student
Fire Water Line Flush	\$100 each

**PERSONNEL** (regular hourly rates at **cost to City**):

Current

1 Management	Current salary plus benefits
1 Command Officer	Current salary plus benefits
1 Company Officer	Current salary plus benefits
1 Firefighter	Current salary plus benefits

*\*Overtime hours will be calculated at the rate of 1.5 times regular rate*

**EQUIPMENT:**

Ladder testing (per ladder)	\$77
Hose repair (per length)	\$19
Repair parts	cost + 20%

**CASCADE SYSTEM – BREATHING AIR:**

30 / 60 min bottle filling with NFPA certified Air	\$24 per cylinder
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*Note: All rates are invoiced at a minimum of 1 hour and rounded to the nearest half hour.*

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA** that these fees shall become effective upon adoption. Great Falls Fire Rescue shall post the fee schedule on the GFFR portion of the City’s website.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, this 6<sup>th</sup> day of August, 2019.

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

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara Sexe, City Attorney



**Item:** Set public hearing for sale of approximately 152 square feet of property located at 731 6<sup>th</sup> Street NW (Fire Station #2 property) to the Montana Department of Transportation for right-of-way purposes.

**From:** Planning & Community Development

**Initiated By:** Montana Department of Transportation

**Presented By:** Sara R. Sexe, City Attorney

**Action Requested:** Set public hearing to consider the sale of approximately 152 square feet of City-owned property to the Montana Department of Transportation for right-of-way purposes.

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (set/not set) the public hearing for August 6, 2019, to consider the sale of approximately 152 square feet of City owned property located at 731 6<sup>th</sup> Street NW to the Montana Department of Transportation for right-of-way purposes.”

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

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**Staff Recommendation:** Set public hearing.

**Summary:**

The Montana Department of Transportation has requested sale of a small portion of the property legally described as a portion of Lot 1, Section 2, Township 20 North of Range 3 East, more particularly described in the attached Deed of Conveyance, to accommodate right-of-way needs relating to an intersection improvement project at the corner of 6<sup>th</sup> Street Northwest and the Northwest Bypass. The subject property is occupied by Fire Station #2.

In compliance with the Official Code of the City of Great Falls (OCCGF), Title 3, Chapter 4, “Real and Personal Property Sale, Trade or Lease,” the City is required to notice the sale and hold a public hearing. Although the City may donate public land to another governmental entity without payment, the Montana Department of Transportation has performed a market analysis valuation for the subject property, using nearby comparable sales, and has offered fair market value for the land. Because the land is going to another governmental entity for a public purpose, the land is not required to be opened for appraisal or competitive bid (OCCGF 3.04.080). However, the OCCGF requires any sale to be approved by at least a four-fifths (4/5) vote of the City Commission.

**Background:**

The Montana Department of Transportation is designing a project at the corner of 6<sup>th</sup> Street NW and the Northwest Bypass. The project will modify the left turn offsets on the Northwest Bypass, with striping and curb removal to reduce the chance for left turn, opposite direction crashes. Along with this, the corner ADA ramps and traffic signals will be upgraded to current standards.

Occasionally, to safely construct a project to current standards, the Montana Department of Transportation requires additional right-of-way to accommodate the necessary improvements. In this instance, a small portion of the subject property is needed to allow for installation of compliant facilities for citizens with disabilities (an ADA ramp) at the southeast corner of 6<sup>th</sup> St. NW and the Northwest Bypass, adjacent to Fire Station #2.

The size and location of the property proposed for sale is shown in more detail on the attached Bargain and Sale Deed.

**Fiscal Impact:**

The sale of the property would result in a payment of \$2,200 to the City of Great Falls. There would be no costs to the City associated with the sale, other than the cost to advertise the hearing on the proposed sale.

**Alternatives:**

The City could deny setting the public hearing for August 6, 2019, or set the public hearing for another date.

**Concurrences:**

The City Planning & Community Development and Legal Departments concur in the setting of the public hearing.

**Attachments/Exhibits:**

- Bargain and Sale Deed (with map exhibit)
- Photo of SE corner of 6<sup>th</sup> Street NW and NW Bypass



**State of Montana  
Department of Transportation**

Right-of-Way Bureau  
2701 Prospect Avenue  
PO Box 201001  
Helena, MT 59620-1001

R/W ID.: HSIP 5201(27) Parcel No.: 3 County: Cascade  
Designation: SF 139-6<sup>th</sup> St/NW Bypass Sfty  
Project No.: 8623-027-000

**Bargain and Sale Deed**

**This Deed**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid, the receipt of which is acknowledged, **witnesses that**,

The City of Great Falls, Montana  
PO Box 5021  
Great Falls, MT 59403

does hereby **grant, bargain, sell** and **convey** to the **Montana Department of Transportation** the following-described real property:

Parcel No. 3 on Montana Department of Transportation Project HSIP 5201(27), as shown on the Right-of-Way plan for said project recorded in the office of the County Clerk and Recorder of Cascade County, Montana. Said parcel is also described as a tract of land in the NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 2, Township 20 North, Range 3 East, P.M.,M., Cascade County, Montana, as shown by the shaded area on the plat, consisting of 1 sheet attached hereto and made a part hereof, containing an area of 152 sq. ft., more or less.

**Excepting and reserving to Grantor(s)**, however, all gas, oil and minerals beneath the surface of the above-described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right, the surface thereof shall not be disturbed, interfered with or damaged. This exception and reservation does not include sand, gravel and other road building materials, which are conveyed by this Deed.

**Further excepting and reserving** unto the Grantor(s), its successors and assigns, all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia of water, water right and ditch ownership, or any interest therein appurtenant to the land described therein, save and except groundwater for the use, benefit and purposes of the Grantee(s).

**To have and to hold** the above-described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the Montana Department of Transportation, and to its successors and assigns forever.

**This Deed** was executed on the date of its last acknowledgment.

\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
(Signature) (Type of Authority) (Name of Entity)

\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
(Signature) (Type of Authority) (Name of Entity)

\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
(Signature) (Type of Authority) (Name of Entity)

\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
(Signature) (Type of Authority) (Name of Entity)

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_  
(date)

by \_\_\_\_\_  
(name of person(s))

as \_\_\_\_\_  
(type of authority, e.g., president, trustee, member, partner, etc.)

of \_\_\_\_\_  
(name of entity on behalf of whom instrument was executed)

\_\_\_\_\_  
Notary Signature Line

(Seal)

\_\_\_\_\_  
Notary Printed Name

Notary Public for State of \_\_\_\_\_

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_ \_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_  
(date)

by \_\_\_\_\_  
(name of person(s))

as \_\_\_\_\_  
(type of authority, e.g., president, trustee, member, partner, etc.)

of \_\_\_\_\_  
(name of entity on behalf of whom instrument was executed)

\_\_\_\_\_  
Notary Signature Line

(Seal)

\_\_\_\_\_  
Notary Printed Name

Notary Public for State of \_\_\_\_\_

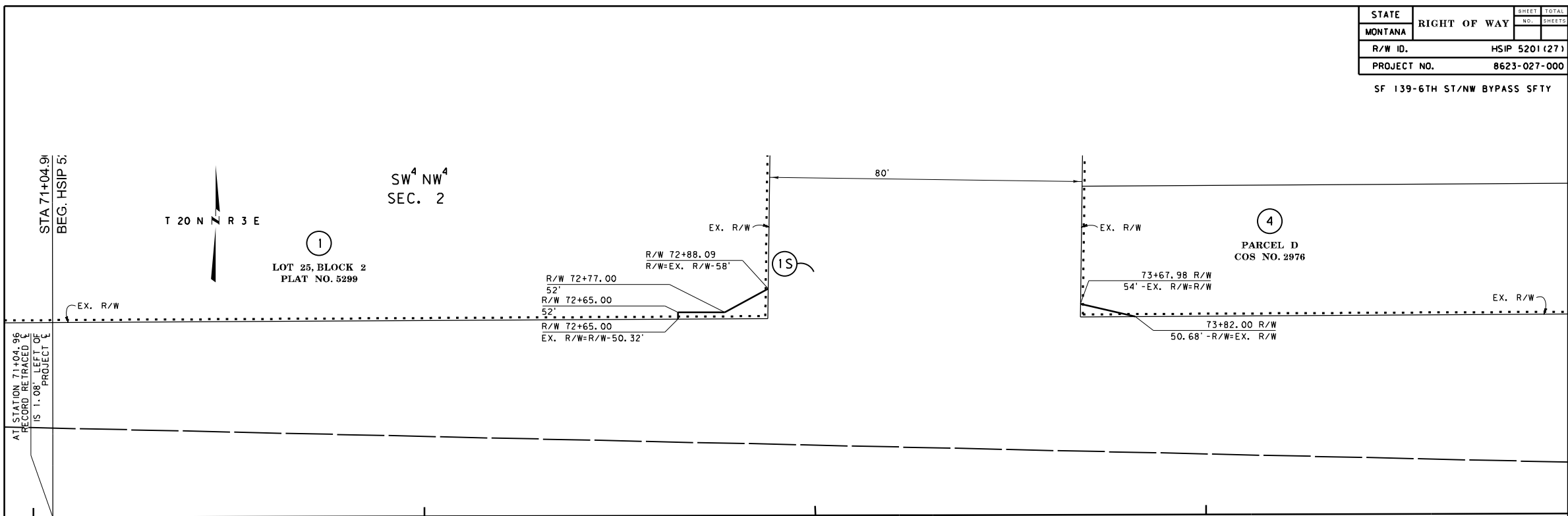
Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_ \_\_

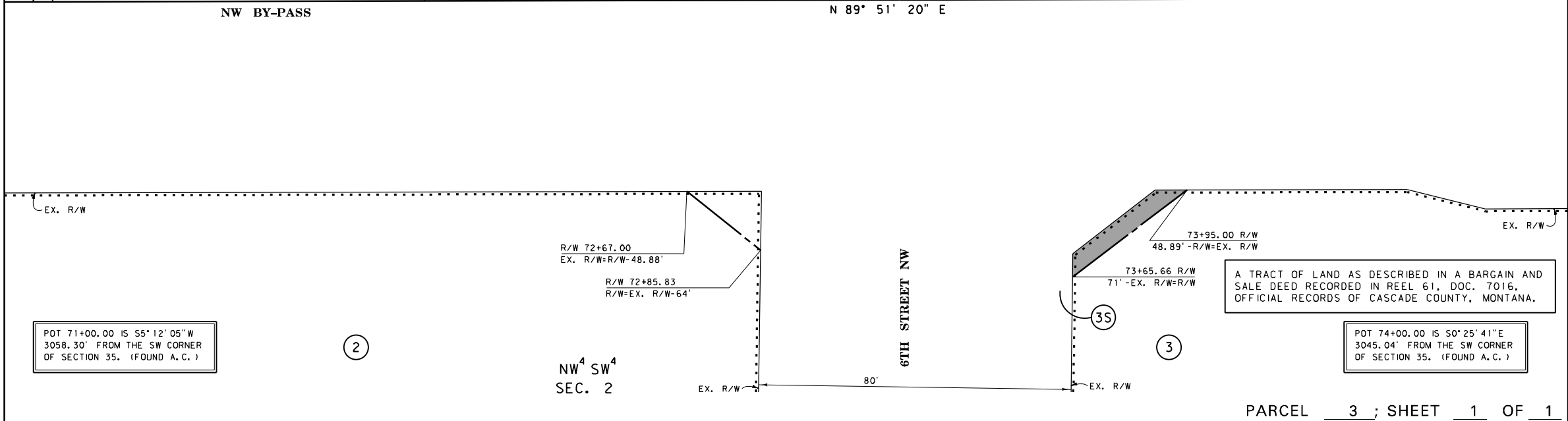
*Recording Information*

STATE	RIGHT OF WAY	SHEET NO.	TOTAL SHEETS
MONTANA			
R/W ID.	HSIP 5201 (27)		
PROJECT NO.	8623-027-000		

SF 139-6TH ST/NW BYPASS SFTY



NW BY-PASS N 89° 51' 20" E



A TRACT OF LAND AS DESCRIBED IN A BARGAIN AND SALE DEED RECORDED IN REEL 61, DOC. 7016, OFFICIAL RECORDS OF CASCADE COUNTY, MONTANA.

POT 71+00.00 IS S5° 12' 05" W 3058.30' FROM THE SW CORNER OF SECTION 35. (FOUND A.C.)

POT 74+00.00 IS S0° 25' 41" E 3045.04' FROM THE SW CORNER OF SECTION 35. (FOUND A.C.)

PARCEL 3 ; SHEET 1 OF 1

THIS PLAT IS PREPARED FROM THE MONTANA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS AND IS RECORDED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER. OFFICIAL PLANS AND EXHIBITS CAN BE FOUND AT THE DEPARTMENT OF TRANSPORTATION, HELENA, MONTANA.

- NOTES:
1. THE PROPOSED R/W LINE WHERE A SPIRAL CURVE TRANSITION IS USED IS A CHORD RATHER THAN A CONCENTRIC CURVE.
  2. ALL STATIONS AND OFFSETS FOR R/W BREAKS ARE IN REFERENCE TO THE R/W BASELINE.

GRID STATE PLANE COORDINATES  
 THIS IS A STATE PLANE COORDINATE SYSTEM. ALL DIMENSIONS, DISTANCES AND AREAS ARE IN FEET. DIMENSIONS ARE GRID, EXCEPT FOR THE EXISTING DIMENSION, WHICH IS RECORD.  
 THE COMBINATION SCALE FACTOR IS 0.99927393

LEGEND	
OWNERSHIP BOUNDARY	---
RIGHT OF WAY LINE	---
R. R. R/W LINE	---
CENTERLINE	---
FULL ACCESS CONTROL	---
LIMITED ACCESS CONTROL	---
TRACT CONVEYED	█
DATE PREPARED	---
DATE REVISED	---

MONTANA DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY EXHIBIT  
 CASCADE COUNTY  
 NOT TO SCALE

PHOTOS OF SOUTHEAST CORNER OF 6<sup>TH</sup> ST NW AND NORTHWEST BYPASS





**Item:** Construction Final Pay: 2<sup>nd</sup> Street South Water Main Extension, OF 1494.7.  
**From:** Engineering Division  
**Initiated By:** Public Works Department  
**Presented By:** Jim Rearden, Public Works Director  
**Action Requested:** Consider and Approve Final Pay Request.

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (approve/not approve) Final Payment for the 2<sup>nd</sup> Street South Water Main Extension project, to Geranios Enterprises, Inc., in the amount of \$1,305.21, and \$13.18 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

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**Staff Recommendation:** Approve final payment request.

**Background:**

Original Bid Opening Date

Seven bids were received and opened for this project on March 6, 2019.

Bid Amount

Geranios Enterprises submitted the low bid of \$92,921.71.

Commission Award Date

The City Commission awarded the contract to Geranios Enterprises on March 19, 2019.

Purpose

This water main extension project was done to connect two dead end water mains located at Glenwood Court and 21<sup>st</sup> Avenue South. These water mains were looped together to provide an additional water supply source and improve fire protection to the Lower and Upper River Road communities.

This project will also simplify connecting new mains that are being installed under the Missouri River (Office File 1494.6), into the existing water main system.

Final Payment

The final project cost is \$82,339.20 which is \$10,582.51 less than the total contract amount. The lack of type II bedding, import material, and little miscellaneous work contributed to the low final contract amount.

Project Work Scope

This project installed 500 lineal feet of 12-inch and 185 lineal feet of 8-inch PVC water main; installed 1 new fire hydrant; 463 square yards of 1½-inch base course gravel; and 31 Square Yards of asphalt removal and replacement. The project locations include:

- 2<sup>nd</sup> Street from Glenwood Court to 21<sup>st</sup> Avenue South; and
- 150 feet on 21<sup>st</sup> Avenue South immediately east of 2<sup>nd</sup> Street South.

Conclusion

Geranios Enterprises has completed all work and items on the punch list. The City can accept the project and execute Final Payment. The two year warranty period started at the time of substantial completion, which was May 10, 2019.

**Fiscal Impact:**

This project is funded through the Water Capital Improvement Fund.

**Alternatives:**

The City Commission could vote to deny Final Pay.

**Attachments/Exhibits:**

Final Pay

Vicinity Map

**APPLICATION FOR PAYMENT NO. FINAL**

To: City of Great Falls (OWNER)  
From: Geranios Enterprises, Inc. (CONTRACTOR)  
Contract: 2<sup>nd</sup> Street South Water Main Extension, O. F. 1494.7  
Project: Install new water main  
OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. PW351902  
For Work accomplished through the date of: June 31, 2019

1.	<b>Original Contract Price:</b>	\$ <u>92,921.70</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>92,921.70</u>
4.	Total completed \$ _____ and stored \$ _____ to date:	\$ <u>82,339.20</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ <u>0.00</u>	
	<u>0</u> % of stored material: \$ <u>0.00</u>	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>82,339.20</u>
7.	Less previous Applications for Payments:	\$ <u>81,020.81</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>1,318.39</u>
9.	Less 1% State Gross Receipts Tax:	\$ <u>13.18</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	\$ <u>1,305.21</u>

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated July 1, 2019

Geranios Enterprises, Inc.

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

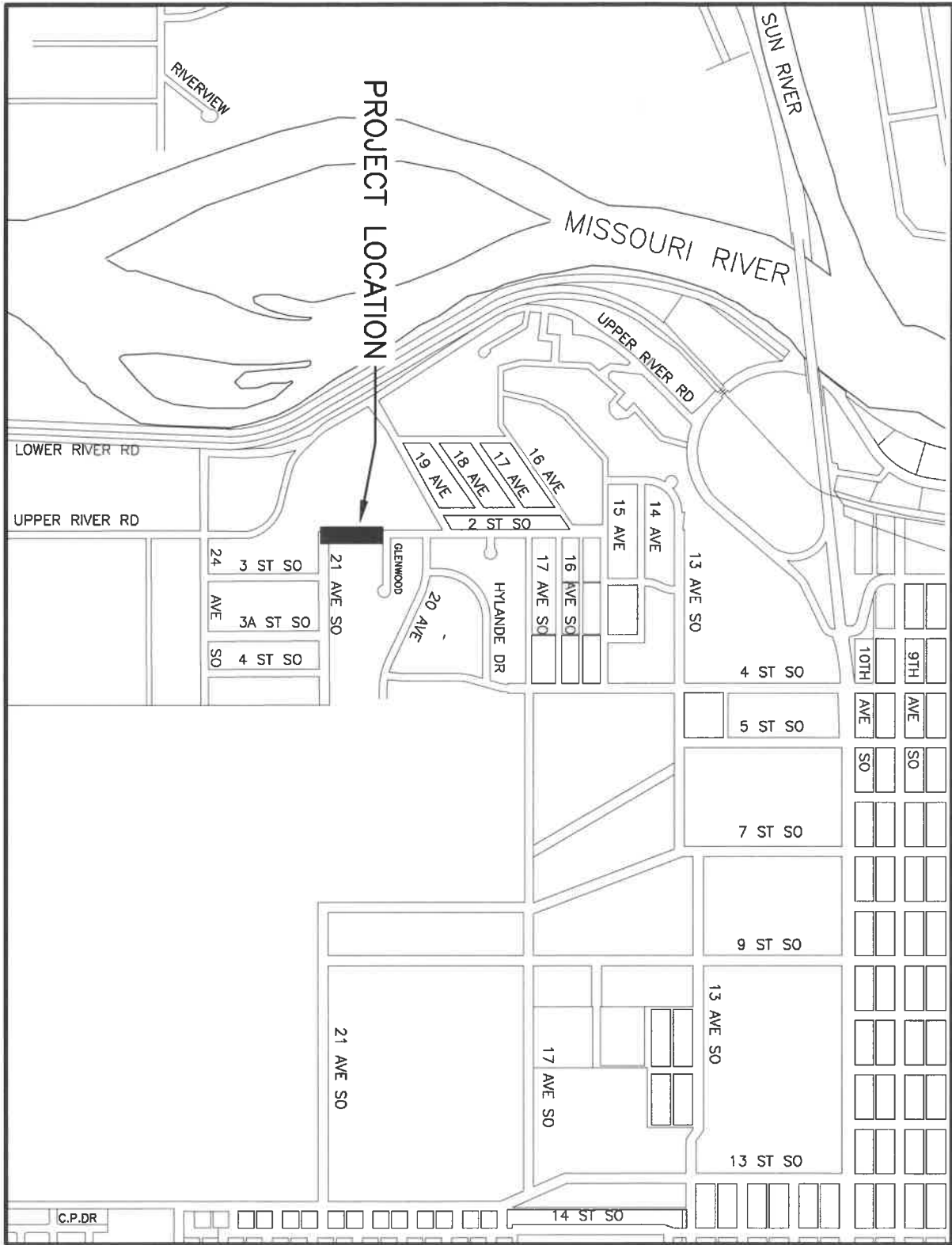
Dated July 2, 2019

City of Great Falls  
ENGINEER

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

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

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



VICINITY MAP





**Item:** Construction Final Pay: 30-inch by 24-inch Water Main Connection, O. F. 1494.8.

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider and Approve Final Pay Request.

---

**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (approve/not approve) Final Payment for the 30-inch by 24-inch Water Main Connection project, to Capcon, LLC. in the amount of \$3,264.74, and \$32.98 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

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

---

**Staff Recommendation:** Approve final payment request.

**Background:**

Original Bid Opening Date

Four bids were received and opened for this project on May 8, 2019.

Bid Amount

Capcon submitted the low bid of \$98,720.00.

Commission Award Date

The City Commission awarded the contract to Capcon, LLC. on May 21, 2019.

Purpose

This project was needed to provide a 24-inch connection to supply water for the upcoming water main project crossing the Missouri River (Office File 1494.6).

Final Payment

The final project cost is \$95,121.21 which is \$3,598.79 less than the total contract amount. The lack of

type II bedding and little miscellaneous work contributed to the lower final contract amount.

Project Work Scope

This project replaced 78 lineal feet of 30-inch ductile iron water main; installed 45 lineal feet of new 24-inch PVC water main; replaced 39 lineal feet of 12-inch PVC water main; 43 square yards of 1½-inch base course gravel; and 49 Square Yards of asphalt pavement removal and replacement. The project was located on Upper River Road at the intersection with Blanchard Road.

Conclusion

Capcon has completed all work and items on the punch list. The City can accept the project and execute Final Payment. The two year warranty period started at the time of substantial completion, which was June 27, 2019.

**Fiscal Impact:**

This project is funded through the Water Capital Improvement Fund.

**Attachments/Exhibits:**

Final Pay

Vicinity Map

**APPLICATION FOR PAYMENT NO. FINAL**

To: City of Great Falls (OWNER)  
From: Capcon Inc. (CONTRACTOR)  
Contract: 30-inch by 24-inch Water Main Connection, O. F. 1494.8  
Project: Install new 24-inch water main connection to the existing 30-inch water main  
OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. PW351903  
For Work accomplished through the date of: July 3, 2019

1.	<b>Original Contract Price:</b>	\$ <u>98,720.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>98,720.00</u>
4.	Total completed \$ _____ and stored \$ _____ to date:	\$ <u>95,121.21</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ <u>0.00</u>	
	<u>0</u> % of stored material: \$ <u>0.00</u>	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>95,121.21</u>
7.	Less previous Applications for Payments:	\$ <u>91,823.49</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>3,297.72</u>
9.	Less <b>1% State Gross Receipts Tax:</b>	\$ <u>32.98</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	\$ <u>3,264.74</u>

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated 7/3/19

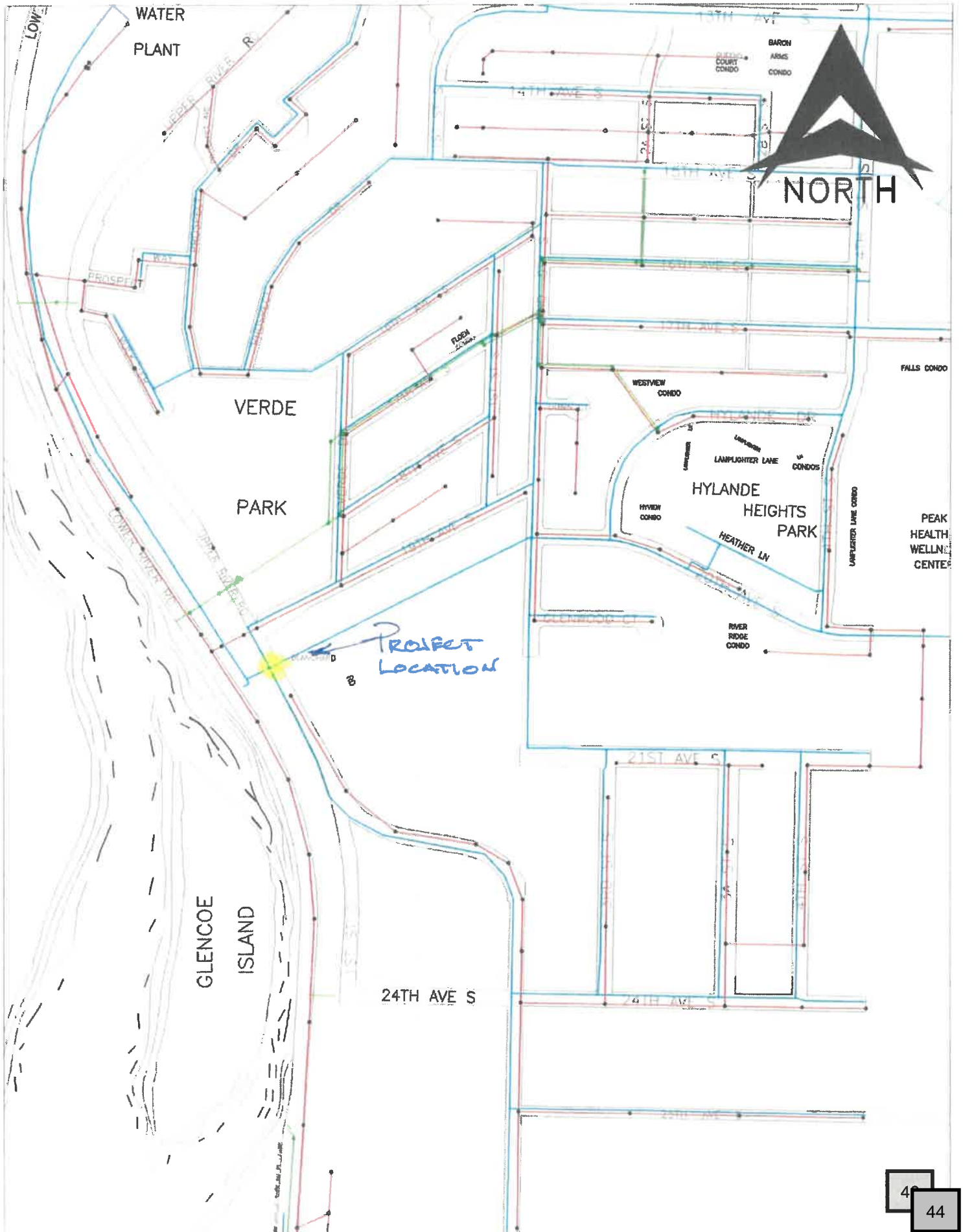
\_\_\_\_\_  
Capcon Inc.  
CONTRACTOR  
By: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated July 3, 2019

\_\_\_\_\_  
City of Great Falls  
ENGINEER  
By: \_\_\_\_\_

EJCDC No. 1910-8-E (1996 Edition)  
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. **Modified by the City of Great Falls to add items 9 and 10.**





**Item:** Approve Change Order #1: 43rd Street North / 8th Avenue North Street Reconstruction, Office File 1679.9.

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider and Approve Change Order #1.

---

**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (approve/not approve) Change Order No. 1 in the amount of \$22,778.90 with Geranios Enterprises, Inc. for the 43rd Street North / 8th Avenue North Street Reconstruction.”

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

---

**Staff Recommendation:** Approve Change Order #1.

**Summary:**

This project was initiated to reconstruct a portion of 43rd Street North from the north cul-de-sac to a point 50-feet south of the intersection with 8<sup>th</sup> Avenue North.

**Background:**

Significant Impacts:

During construction, it was discovered that the groundwater table was at or near the street subgrade. In an effort to remove the soft areas within the project and improve the strength of the road foundation, changes were made to the project.

Purpose:

This Change Order accounts for the additional funding needed to cover the change in geotextile separation fabric used; flowable fill in place of gravel base course; the labor and equipment costs associated with additional excavation; and all other work necessary to complete the project.

Workload Impacts:

Design phase engineering and plans and specifications were completed by the City Engineering staff with assistance from City Street Division and Utilities. City Engineering staff provided construction phase engineering services and project inspection.

**Project Work Scope:**

The project consisted of installing 1,187 Square Yards of 4-inch Asphaltic Concrete Pavement; 562 Lineal Feet of integral concrete curb and gutter; 1,245 Square Feet of 4-inch concrete sidewalk; 2,741 Square Feet of 6-inch reinforced concrete; 4 truncated domes; and 2,400 Square Feet of Sod placement.

**Final Payment:**

The original contract was awarded on August 7, 2018 in the amount of \$199,911.96. The final project cost will be \$222,690.86 which is \$22,778.90 more than the amount that was originally awarded and approved. An agenda for final payment will be submitted to the commission once the punch list items are completed in accordance with the plans and contract.

**Conclusion:**

City staff recommends approving Change Order #1. City staff has verified that Geranios Enterprises, Inc, has completed all work in accordance with the plans and contract. The two-year warranty period started at the time of substantial completion which was June 21, 2019.

**Fiscal Impact:**

The attached document summarizes the costs associated with this Change Order. The total project cost along with this increase to the project is funded through City Street funding.

**Alternatives:**

The City Commission could vote to deny approval of the change order.

**Attachments/Exhibits:**

1. Change Order #1
2. Work Change Directive #3
3. Work Change Directive #4
4. Vicinity Map

# Change Order

No. ONE

Date of Issuance: July 1, 2019

Effective Date: May 08, 2019

Project: <b>43<sup>rd</sup> Street North / 8<sup>th</sup> Avenue North Street</b>	Owner: City of Great Falls	Owner's Contract No.: <b>OF 1679.9</b>
Contract: <b>43<sup>rd</sup> Street North / 8<sup>th</sup> Avenue North Street Reconstruction Office File 1679.9</b>		Date of Contract: <b>August 08, 2018</b>
Contractor: : <b>Geranios Enterprises Inc.</b>		Engineer's Project No.: <b>PW391805</b>

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Increase in Contract Price by \$22,778.90. Of which is provided for in the Work Change Directives noted on the attached sheets. Contractor shall be paid the \$22,778.90 that is agreed upon in writing through e-mail and only after all of the existing Contingency Allowance has been spent. This Change Order does not include the increase in Contract Time.

Attachments: (List documents supporting change):

- Work change Directives 3 and 4

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 199,911.96

[Increase] [Decrease] from previously approved Change

Orders No. 1 to No. 1 :

\$ 0.00

Contract Price prior to this Change Order:

\$ 199,911.96

[Increase] [Decrease] of this Change Order:

\$ +22,778.90

Contract Price incorporating this Change Order:

\$ 222,690.86

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:

Working days  Calendar days

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

[Increase] [Decrease] from previously approved Change Orders

No. 0 to No. 0 :

Substantial completion (days): +0

Ready for final payment (days): TBA

Contract Times prior to this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directives must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



# Work Change Directive

No. 3

Date of Issuance: May 08, 2019 Effective Date: May 08, 2019

Project: <b>43<sup>rd</sup> Street North / 8<sup>th</sup> Avenue North Street</b>	Owner: <b>City of Great Falls</b>	Owner's Contract No.: <b>OF 1679.9</b>
Contract: <b>43<sup>rd</sup> Street North / 8<sup>th</sup> Avenue North Street Reconstruction Office File 1679.9</b>		Date of Contract: <b>August 08, 2018</b>
Contractor: <b>Geranios Enterprises Inc.</b>		Engineer's Project No.: <b>PW391805</b>

The contractor is directed to proceed promptly with the following change(s):

- Replace the approved separation geotextile with Mirafi RS380i

Measurement and Payment for geotextile shall be paid for under bid item 105.  
The unit price for bid item 105 shall be adjusted to \$4.25 per Square Yard.

**Attachments (list documents supporting change):**

---

**Purpose for Work Change Directive:** *The proposed change is necessary to provide a stronger separation/stabilization fabric to improve the strength of the road foundation.*

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change. **N/A**
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time. **N/A**

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ 0.00 (increase/decrease) Contract Time NA (increase/decrease)

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Approved for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

# Work Change Directive

No. 4

Date of Issuance: June 05, 2019 Effective Date: June 05, 2019

Project: <b>43<sup>rd</sup> Street North / 8<sup>th</sup> Avenue North Street</b>	Owner: <b>City of Great Falls</b>	Owner's Contract No.: <b>OF 1679.9</b>
Contract: <b>43<sup>rd</sup> Street North / 8<sup>th</sup> Avenue North Street Reconstruction Office File 1679.9</b>		Date of Contract: <b>August 08, 2018</b>
Contractor: <b>Geranios Enterprises Inc.</b>		Engineer's Project No.: <b>PW391805</b>

The contractor is directed to proceed promptly with the following change(s):

- Remove approximately a 12-foot by 15-foot section of gravel base course to a depth of 16-inches and replace with flowable fill. At a depth of 8-inches add an additional layer of approved separation / stabilization geotextile noted in work change directive number 3.
- Flowable fill shall conform to the requirements of section 02225 – Flowable Fill

Measurement for flowable fill shall be by the cubic yard.

Payment for flowable fill shall be paid for at cost. Contractor to provide copies of supplier invoices.

Measurement and Payment for excavation of gravel shall be paid for under bid item 104.

Measurement and Payment for geotextile shall be paid for under bid item 105.

## Attachments (list documents supporting change):

**Purpose for Work Change Directive:** *The proposed change is necessary due to the observed high water table in the gate valve boxes. This is necessary in order to remove the soft areas around the water main gate boxes in the intersection of 43<sup>rd</sup> St N and 8<sup>th</sup> Ave. N.*

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

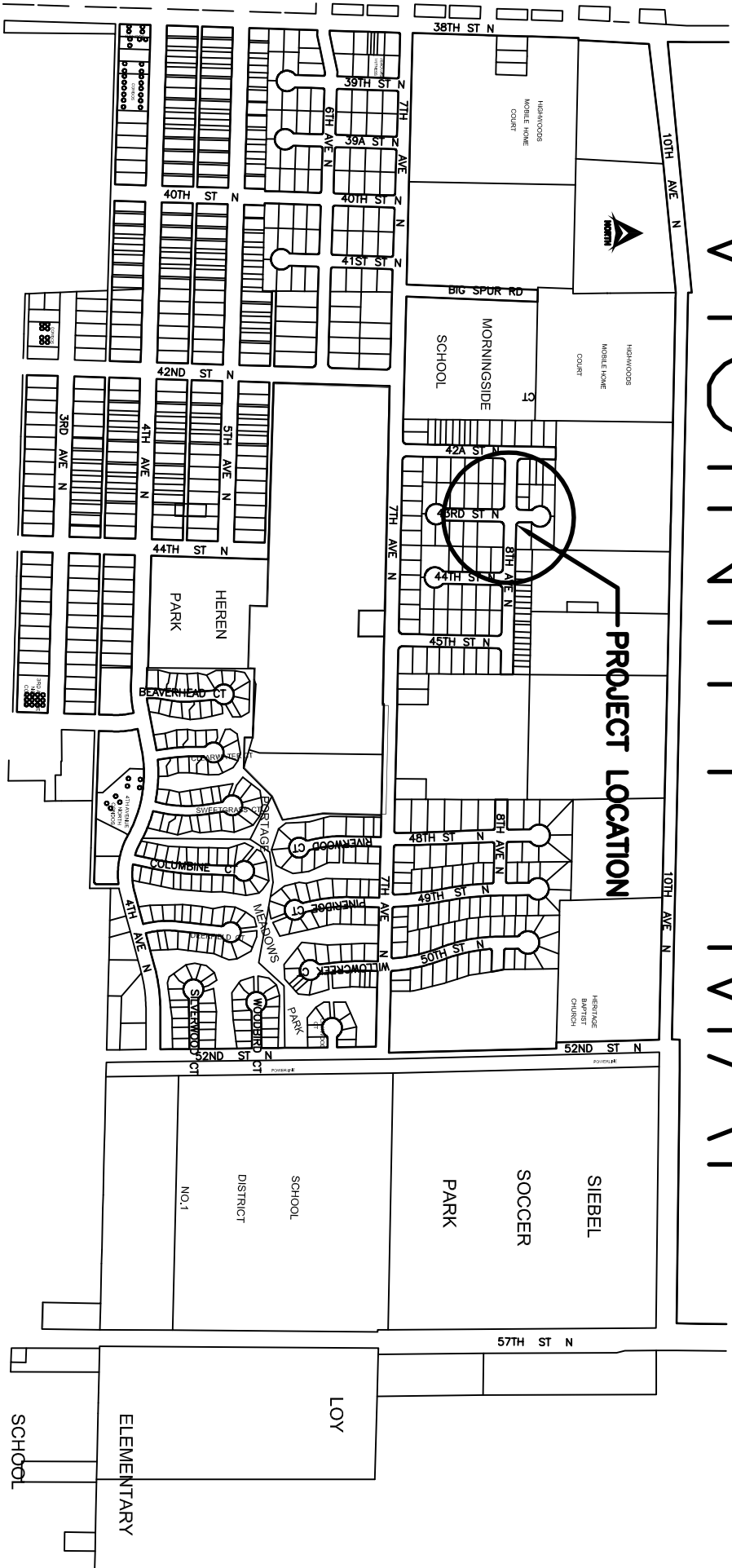
- Nonagreement on pricing of proposed change. **N/A**
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time. **N/A**

## **Estimated change in Contract Price and Contract Times:**

Contract Price \$ 0.00 (increase/decrease) Contract Time NA (increase/decrease)

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Approved for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

# VICINITY MAP





**Item:** Construction Contract Award: Water Main Crossings the Upper Missouri River and Sun River, O. F. 1494.6.

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider Bids and Approve Contract.

---

**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (award/not award) a contract in the amount of \$5,572,971.00 to HDD Company for the Water Main Crossings of the Upper Missouri River and Sun River project, and authorize the City Manager to execute the construction contract documents."

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

---

**Staff Recommendation:** Award construction contract award.

**Summary:**

The project consists of installing water main utilizing both Horizontal Directional Drill (HDD) and Open-Cut methods of installation. HDD method will install approximately 3,600 lineal feet of fused PVC (FPVC) 24-inch DR18 pipe under the Missouri River, 300 lineal feet of 42-inch steel casing pipe under BNSF railroad right-of-way, and 1,600 lineal feet of fused PVC 20-inch DR18 pipe under the Sun River. The Open-Cut method will install approximately 1,600 lineal feet of 24-inch pipe and 1,200 lineal feet of 20-inch pipe.

**Background:**

The City needs additional water mains crossing under the Upper Missouri River and Sun River to ensure adequate water pressure and quantity for our expanding City and to provide redundancy for unexpected repairs on our existing transmission mains. The project was bid in two parts, the Base Bid being the Missouri River Crossing and Bid Alternate 1 the Sun River crossing.

For the Missouri River crossing, the 24-inch FPVC bore will start on the west side of the river at the east end of Meadowlark Park, go approximately 3,600 lineal feet and exit on the east side of the river in Verde Park. On the west side of the river a new 24-inch water main will be installed by open cut through Meadowlark Park and tie into a 12-inch main located in Fox Farm Road. On the east side of the river, a new 24-inch water main will be open cut through Verde Park and along Upper River Road, connecting to the newly installed 24-inch water main located at the intersection of Upper River Road and Blanchard Road.

For the Sun River crossing, the 20-inch FPVC bore will start on the south side of the river in Alder Drive (close to the Dairy Queen), go approximately 1,600 lineal feet and exit near 10<sup>th</sup> Avenue Southwest on the north side of the river. On the north side of the river, a new 20-inch water main will be installed using open cut to the intersection of 10<sup>th</sup> Avenue SW and connect to an existing 12-inch main to the north, an 8-inch main to the west, and a 6-inch main to the east. On the south side of the river the bore will connect to the existing 20-inch main in Alder.

Additionally, this project will replace water mains in Alder Drive that have been failing with increasing frequency, causing damage to property, roadways and disrupting water service to local residents and businesses. The water main breaks are primarily due to corrosive soils, age, and type of pipe material used. The water mains were installed in 1959.

This part of the project will replace approximately 300 lineal feet of 20-inch cast iron with PVC on Alder Drive from Meadowlark Drive to Fox Farm Road; 220 lineal feet of 20-inch cast iron with PVC from Alder Drive south to Fox Farm Road; install 3 fire hydrants; 3 water service connections; 1,200 square yards of gravel; and 1,200 square yards of asphalt pavement

Three bids were received and opened for this project on June 28, 2019. The bids for this project ranged from \$5,572,971.00 to \$8,846,000.00. HDD Company submitted the low bid. HDD Company has submitted a qualification packet which has been reviewed by personnel from the City, TD&H Engineering, and AE2S Engineering, and all have recommended them as a responsible bidder.

City staff recommends awarding the contract to HDD Company in the amount of \$5,572,971.00. HDD Company has executed all the necessary documents.

**Fiscal Impact:**

This project is being funded through the Water Capital Improvement fund.

**Alternatives:**

The City Commission could vote to deny award of the construction contract and re-bid the project at a later date.

**Concurrences:**

This project is being completed with the cooperation from a number of different agencies:

- City of Great Falls Flood Plain Permit
- US Army Corps of Engineers
- Montana Department of Transportation (MDT) – Utility Occupancy Permit
- Montana Department of Environmental Quality (DEQ)
- Burlington Northern Santa Fe Railroad (BNSF)
- Montana Historical Society
- Montana Department of Fish Wildlife and Parks (FWP)
- Montana Department of Natural Resource and Conservation (DNRC)
- Meadowlark Country Club (MLCC)

**Attachments/Exhibits:**

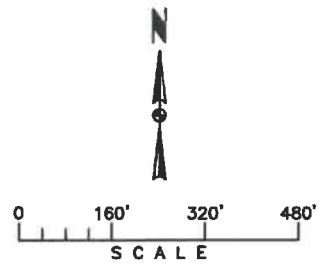
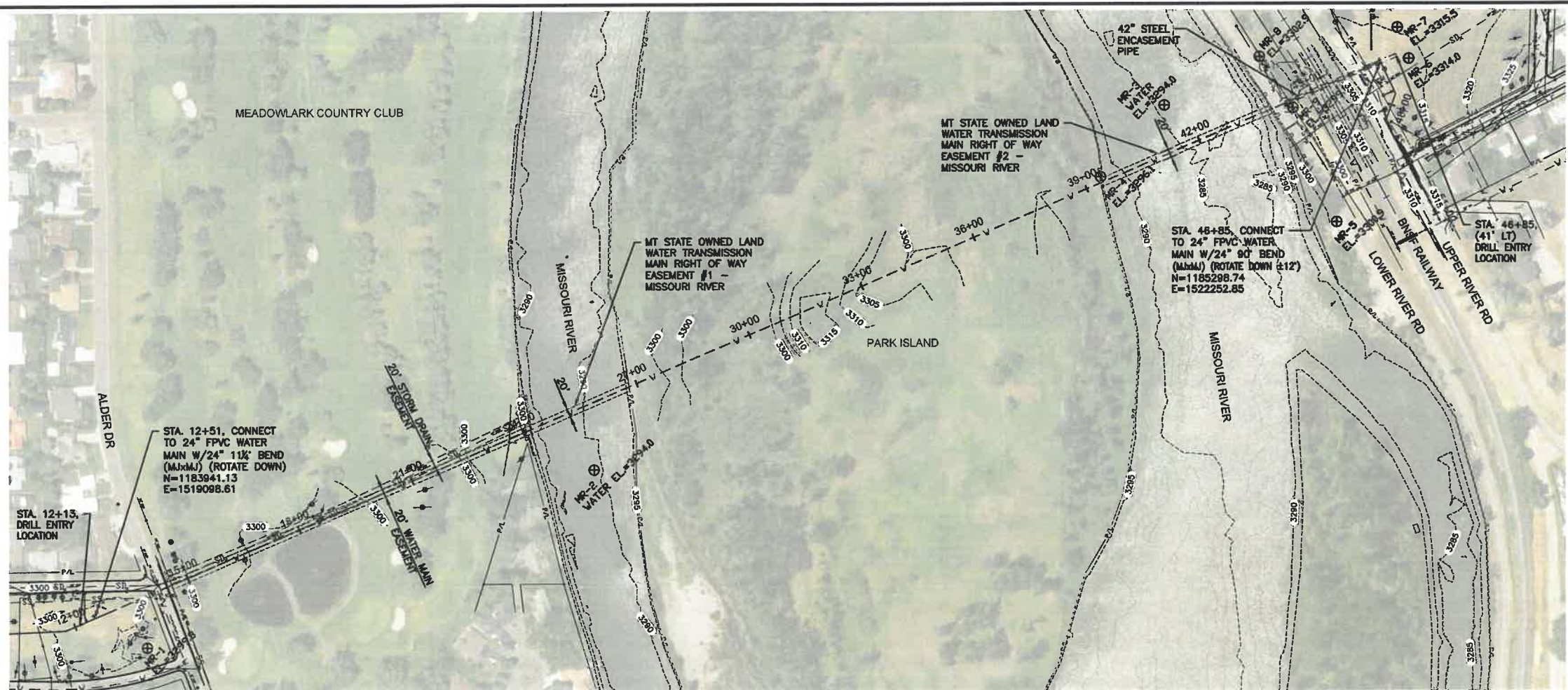
- Bid Tabulation
- Project location maps

**SHORT FORM BID TAB FOR: Water Main Crossings the Upper Missouri River & Sun River O.F. 1494.6**



**BID OPENING: June 28, 2019 - 2:00pm**

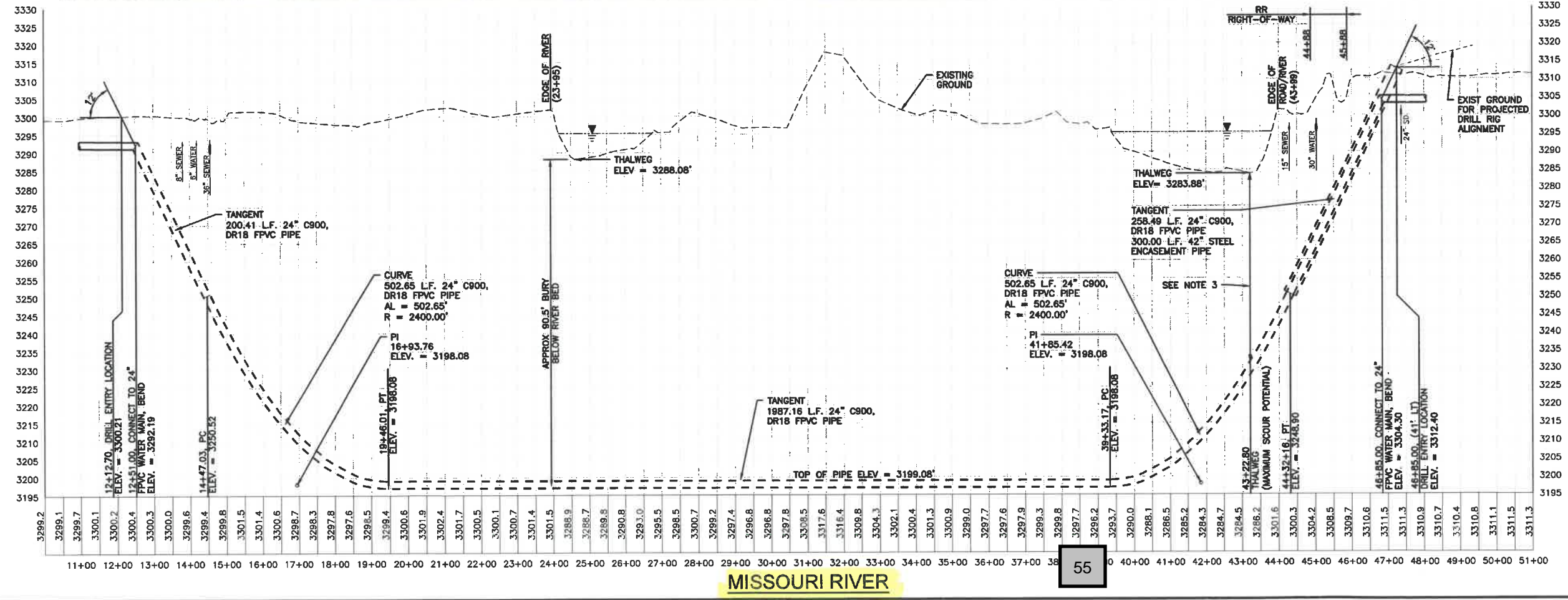
CONTRACTOR NAME & ADDRESS	ADDENDA REC'D				BID SEC. 10%	CERTIFICATE NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE W/INSURANCE	HDD CONTRACTOR QUALIFICATION QUESTIONNAIRE OR CERTIFICATION	BASE BID	BID ALTERNATE NO. 1	TOTAL BID
	1	2	3	4							
HDD Company 4525 Serrano Pkway, Suite 210 El Dorado Hills, CA 95762	X	X	X	X	Yes	Yes	Yes	Yes	\$3,663,174.00	\$1,909,797.00	\$5,572,971.00
Laney Directional Drilling Co. 831 Crossbridge Drive Spring TX 77373	X	X	X	X	Yes	Yes	Yes	Yes	\$5,464,406.58	\$2,280,991.41	\$7,945,397.99
Atlas Trenchless LLC PO Box 488 Rockville MN 56369-0459	X	X	X	X	Yes	Yes	Yes	Yes	\$6,289,000.00	\$2,557,000.00	\$8,846,000.00
KMM 6077 West Everett Hill Circle Arlington TN 38002											NO BID
Mears Group, Inc 5051 Westheimer Rd, Ste 1650 Houston TX 77056											NO BID
Carson Corporation 171 Route 94 Lafayette NJ 07848											NO BID



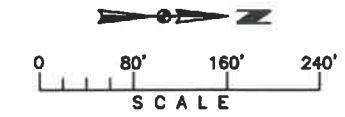
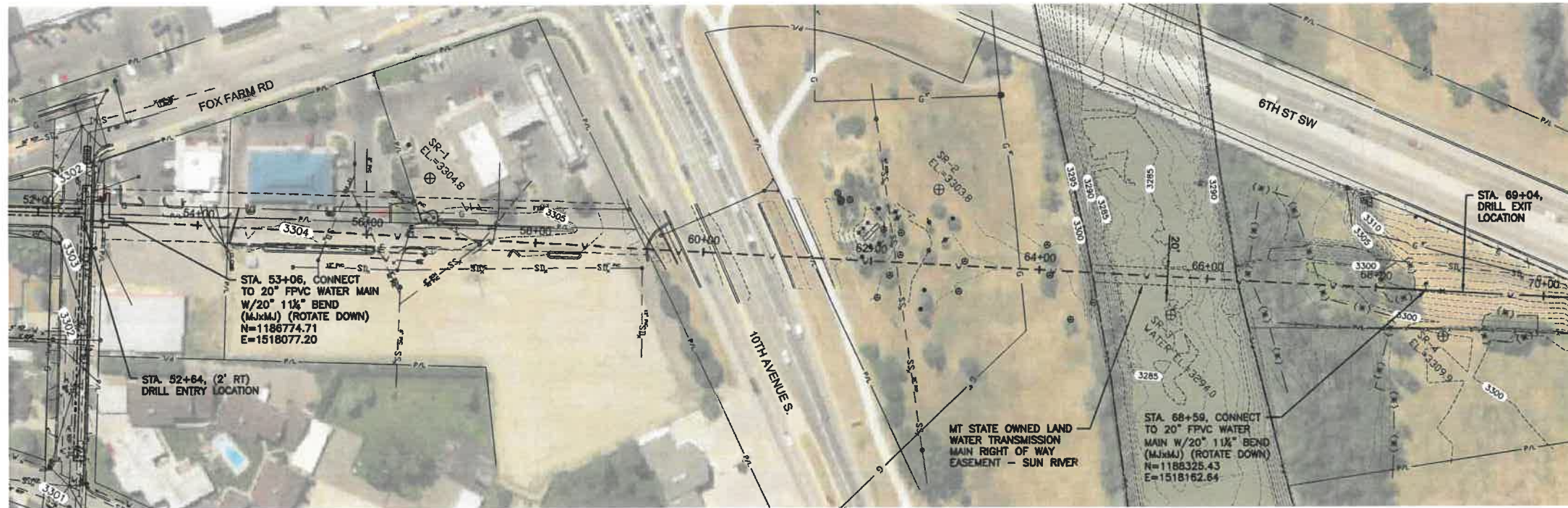
- NOTES:
1. RIVER CROSSING SURVEY COMPLETED ON 7-11-18.
  2. ALL PROFILE STATIONING AND ELEVATIONS ARE TO CENTERLINE OF PIPE.
  3. HDD PATH SHALL MAINTAIN MINIMUM 21' VERTICAL FEET BENEATH THALWEG (STA. 43+22.80) TO PREVENT POTENTIAL CHANNEL SCOUR IMPACTS. DRILL PATH SHALL NOT EXCEED 5'± HORIZONTAL AND VERTICAL TOLERANCE.
  4. OVERHEAD ELECTRICAL AND COMMUNICATION CABLES EXIST THROUGHOUT THE PROJECT CORRIDOR RESULTING IN EQUIPMENT CLEARANCE LIMITATIONS. CONTRACTOR SHALL EMPLOY EQUIPMENT AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO ALL OVERHEAD UTILITIES.



DRAWN BY: MWC  
 DESIGNED BY: CEJ  
 QUALITY CHECK: DDN  
 DATE: 05.28.19  
 JOB NO. 18-114  
 FIELDBOOK



WATER MAIN CROSSINGS THE UPPER MISSOURI RIVER & SUN RIVER  
 GREAT FALLS, MONTANA  
 O.F. 1494.6  
 UPPER MISSOURI RIVER CROSSING - BASE BID  
 PLAN AND PROFILE  
 MISSOURI RIVER STA. 12+51 TO 46+85

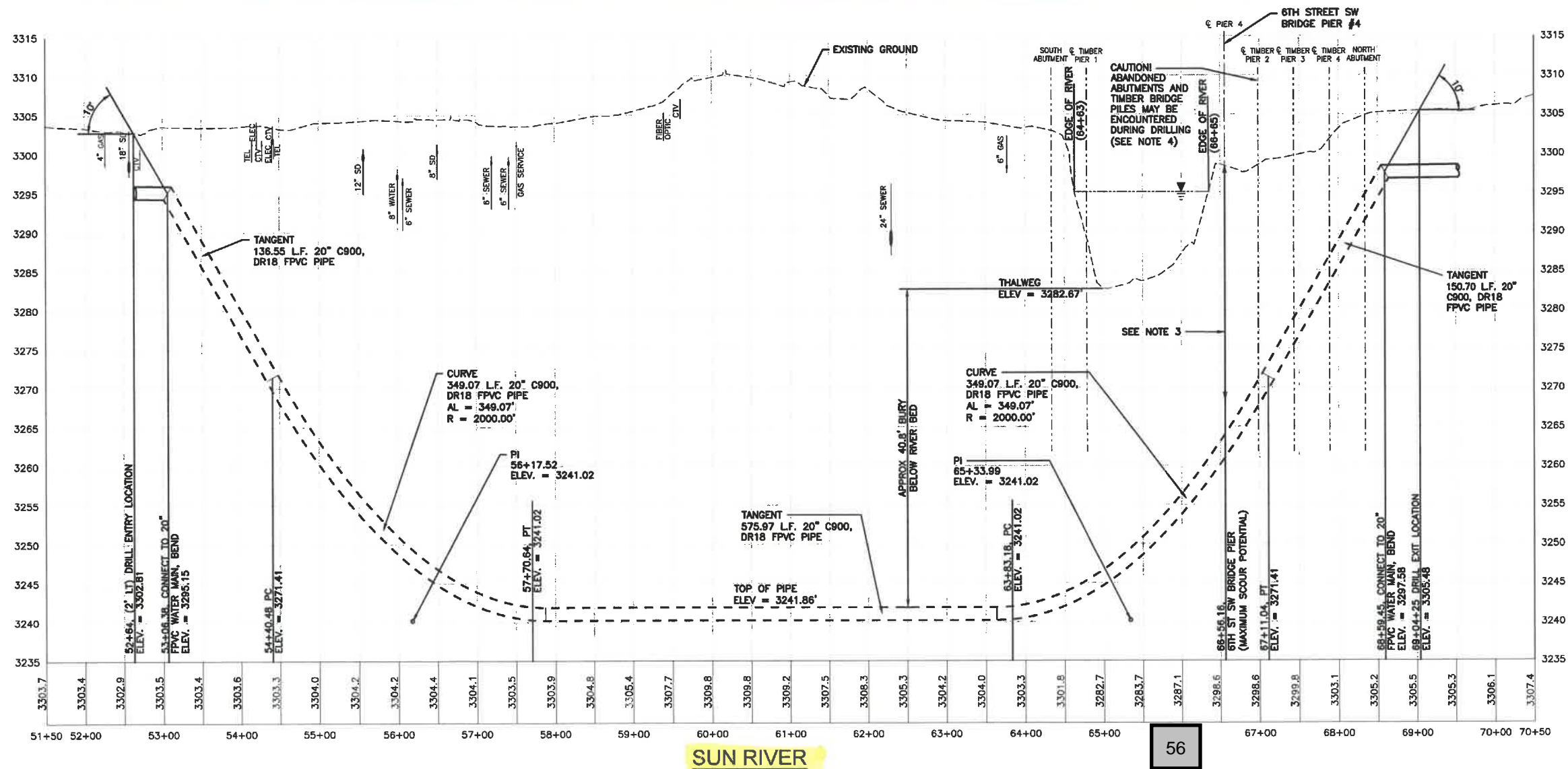


- NOTES:
1. RIVER CROSSING SURVEY COMPLETED ON 7-11-18.
  2. ALL PROFILE STATIONING AND ELEVATIONS ARE TO CENTERLINE OF PIPE.
  3. HDD PATH SHALL MAINTAIN MINIMUM 30' VERTICAL FEET BELOW GRADE AT PROJECTED 6TH ST SW BRIDGE PIER #4 (STA. 66+56.16) TO PREVENT POTENTIAL CHANNEL SCOUR IMPACTS. DRILL PATH SHALL NOT EXCEED 5'± HORIZONTAL AND VERTICAL TOLERANCE.
  4. ORIGINAL COUNTY BRIDGE CONCRETE ABUTMENTS AND TIMBER PIERS REMOVED TO BELOW LOW WATER AND NATURAL GROUND ELEVATION PER MONTANA DEPARTMENT OF HIGHWAYS FEDERAL AID PROJECT NO. M-5201(5) CONSTRUCTION DRAWINGS.
  5. OVERHEAD ELECTRICAL AND COMMUNICATION CABLES EXIST THROUGHOUT THE PROJECT CORRIDOR RESULTING IN EQUIPMENT CLEARANCE LIMITATIONS. CONTRACTOR SHALL EMPLOY EQUIPMENT AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO ALL OVERHEAD UTILITIES.



DRAWN BY:	MWC
DESIGNED BY:	CEJ
QUALITY CHECK:	DDN
DATE:	05.26.19
JOB NO.:	18-114
FIELD BOOK:	

**WATER MAIN CROSSINGS THE UPPER MISSOURI RIVER & SUN RIVER**  
 GREAT FALLS, MONTANA  
**SUN RIVER CROSSING - BID ALTERNATE 1**  
 O.F. 1494.6  
**SUN RIVER STA. 53+06 TO 68+59**

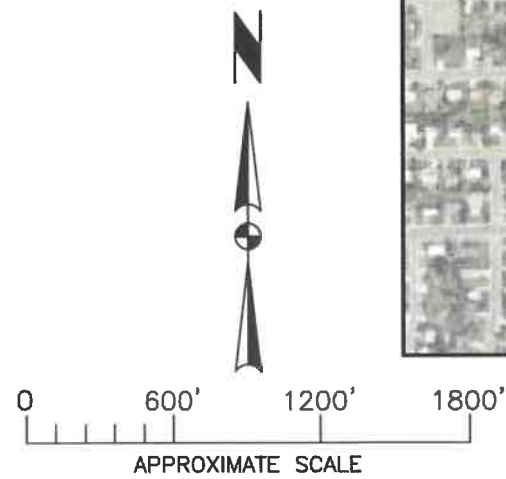


**SUN RIVER**

56



SUN RIVER  
PROJECT LOCATION



MISSOURI RIVER  
PROJECT LOCATION

SITE LOCATION MAP



**Item:** Asset Management Software: Cartegraph Operations Management System.  
**From:** Public Works Administration  
**Initiated By:** Public Works Department  
**Presented By:** Jim Rearden, Public Works Director  
**Action Requested:** Approve Purchase Agreement.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (award/not award) a 3-year Purchase Agreement for software licensing and support in the total amount of \$183,825.00 to Cartegraph Systems, Inc. for the purchase of Operations Management System software, and authorize the City Manager to execute the purchase of this software.”

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

---

**Staff Recommendation:**

Staff recommends that the City Commission approve the purchase of Operations Management System software that includes licensing and support, in the amount of \$183,825.00 to Cartegraph Systems, Inc.

**Background:**

Purpose

This software has been used by Public Works employees to manage and maintain City assets since 2005. It is used to document work orders and save work history on assets. The software allows staff to quickly access records on multiple types of assets to provide data to citizens as well as city employees. The software also provides map-style interface that allows City employees to use mobile devices in the field to locate assets as well as inspect and record information about them, and document any work done to them.

Conclusion

Asset management software is essential for City staff to perform their duties on a daily basis. Cartegraph software provides the tools needed to manage and maintain City assets. It gives City staff the ability to monitor asset conditions, and auto-generate work orders based on time or usage to make

sure that preventative maintenance is completed. The software will be utilized by all Public Works divisions and the Finance Department.

**Fiscal Impact:**

The attached agreement proposal lists the fees in the Purchase Agreement section. The agreement provides licensing and support for 3 years starting August 22, 2019 through August 21, 2022.

The purchase agreement total is \$183,825.00. This is split up into yearly payments, and not paid as a lump sum. The payment schedule for the agreement is as follows:

- Year 1** (8/22/19-8/21/20) - \$59,619.00 Amount due August 2019.
- Year 2** (8/22/20-8/21/21) - \$61,259.50 Amount due August 2020.
- Year 3** (8/22/21-8/21/22) - \$62,946.50 Amount due August 2021.

**Alternatives:**

The City Commission could vote to deny award of the agreement.

**Attachments/Exhibits:**

1. Cartegraph Purchase Agreement.

## Purchase Agreement

**Cartegraph** is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between **City of Great Falls** (hereinafter referred to as "**Customer**") and **Cartegraph Systems LLC** (hereinafter referred to as "**Cartegraph**"). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

<b>Customer Bill To:</b>	<b>Customer Ship To:</b>
City of Great Falls Public Works P.O. Box 5021 Great Falls, MT 59403	Same

### Investment Summary

The Addendums attached hereto, include:

#### Addendum A – Support Services

Cartegraph's proposed fees for this project are included in the summary below.

**Today's Date:** June 21,  
2019

**Signature** August 1, 2019  
**Expiration Date:**

**Purchase #PA1029**  
**Agreement No.:**

	Purchase Type	Qty.	Unit Price	Total Price
<b>YEAR 1</b>				
<b>SOLUTIONS</b>				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment, Hosting Fee Included, 8/22/19 – 8/21/20	1	\$35,130.00	\$35,130.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$9,039.00	\$9,039.00
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	2	\$2,575.00	\$5,150.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,300.00	\$10,300.00
<b>YEAR 1 SUB-TOTAL</b>				<b>\$59,619.00</b>
<b>YEAR 2</b>				
<b>SOLUTIONS</b>				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment, Hosting Fee Included, 8/22/20 – 8/21/21	1	\$36,035.00	\$36,035.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$9,310.50	\$9,310.50
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	2	\$2,652.00	\$5,304.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,610.00	\$10,610.00
<b>YEAR 2 SUB-TOTAL</b>				<b>\$61,259.50</b>

<b>YEAR 3</b>				
<b>SOLUTIONS</b>				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment, Hosting Fee Included, 8/22/21 – 8/21/22	1	\$36,965.00	\$36,965.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$9,589.50	\$9,589.50
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	2	\$2,732.00	\$5,464.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,928.00	\$10,928.00
<b>YEAR 3 SUB-TOTAL</b>				<b>\$62,946.50</b>
<b>TOTAL COST (3-YEAR TERM)</b>				<b>\$183,825.00</b>

**NOTES:** The pricing listed above does not include applicable sales tax.  
The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.  
Offline with Cartegraph for iPad is not included in this price.  
Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.  
This Purchase Agreement #PA1029 together with the Cartegraph Solutions Agreement, constitutes the final, complete and exclusive statement of the agreement between the Parties pertaining to their subject matter and supersedes any and all prior and contemporaneous understandings or agreements of the Parties.

## Payment Terms and Conditions


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In consideration for the Solutions and Services provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

1. **Delivery:** Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Solutions Invoicing:** The Fee for Solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
  - a. \$59,619.00 due upon execution of the Purchase Agreement.
  - b. \$61,259.50 due 15 days prior to 1st year anniversary of term start date.
  - c. \$62,946.50 due 15 days prior to 2nd year anniversary of term start date.
4. **Payment Terms:** All payments are due Net 30 days from start date of invoice.

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT, WHICH CAN BE REVIEWED AT: <https://www.cartegraph.com/solutions-agreement/>. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CARTEGRAPH SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

**CARTEGRAPH: Cartegraph Systems LLC**

By  \_\_\_\_\_  
(Signature)

Mitch Bradley

\_\_\_\_\_  
(Type or print name)

Title SVP of Sales & Marketing

Date 6/21/19

**CUSTOMER: City of Great Falls**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name)

Title \_\_\_\_\_

Date \_\_\_\_\_

**Cartegraph Systems LLC**  
**Addendum A - Support Services**  
**Cartegraph Support and Training Services – Scope of Work**

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The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

**As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:**

**1. Support Services**

**a. Campus – [www.cartegraph.com/campus](http://www.cartegraph.com/campus)**

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step guides, videos, and more.

**b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050**

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

**c. Secure, Live Remote Support**

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

**2. Training & Education Services**

**a. Convenient Online Resources**

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

**b. Customer Led User Groups**

Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

**3. Releases & Upgrades**

**a. New Releases**

Be the first to know about all new Cartegraph releases, enhancements, and upgrades.

- i.* Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.
- ii.* For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality

**b. Hot Fixes**

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.



**Item:** Business Improvement District (BID) 2019/2020 Budget and Work Plan  
**From:** Melissa Kinzler, Finance Director  
**Initiated By:** Business Improvement District Board of Directors  
**Presented By:** Melissa Kinzler, Finance Director  
**Action Requested:** Conduct Public Hearing and Accept the Business Improvement District 2019/2020 Budget and Work Plan

---

**Public Hearing:**

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
  2. Mayor closes public hearing and asks the will of the Commission.
- 

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/reject) the 2019/2020 Business Improvement District Budget and Work Plan.”

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

**Staff Recommendation:** The BID recommends that the City Commission accept the 2019/2020 BID Budget and Work Plan.

**Background:** The initial creation of the BID was in 1989. It was renewed in 1999, 2009, and 2019 each for periods of ten years by petition of the property owners within the District.

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

According to MCA Section 7-12-1132(3), the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may



approve the plan or request that amendments be made to it, prior to levying an assessment on all properties within the district to defray the costs.

**Fiscal Impact:** The BID is projecting annual revenue for Fiscal Year 2019/2020 of approximately \$240,000 in assessments. The funds are used to operate the BID office, grant programs, tree maintenance, beautification efforts and additional projects for streetscapes, and economic growth.

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

1. a flat fee of \$200.00 for each lot or parcel;
2. a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 which is a Residential Condominium;
3. an assessment of \$.00156 times the market valuation as provided for by the Montana State Legislature;
4. and an assessment of \$.015 times the square footage of the land area.

**Alternatives:** The City Commission could request the BID Board make changes to either the Budget or Work Plan.

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

**Attachments/Exhibits:**

- BID Work Plan 2019/2020
- BID Final Budget 2019/2020
- Map of BID Boundaries



# GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN 2019-2020

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

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

## ➤ **Downtown Property Investments**

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

## ➤ **Downtown Safety & Security**

- Continue to take a lead role in organization and promoting Downtown Safety & Education
  - Work with partner organizations of the Downtown Safety Alliance
  - Clean & Safe Team - Provide seasonal downtown resource ambassadors
  - Support the BRIC Officer from the Great Falls Police Department
  - Support the Great Falls Police Department's Volunteer Program
  - Management of Coins for a Cause Program
  - Continue Business Watch/Safety Education Program

## ➤ **Unifying Entities**

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

## ➤ **Beautification**

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

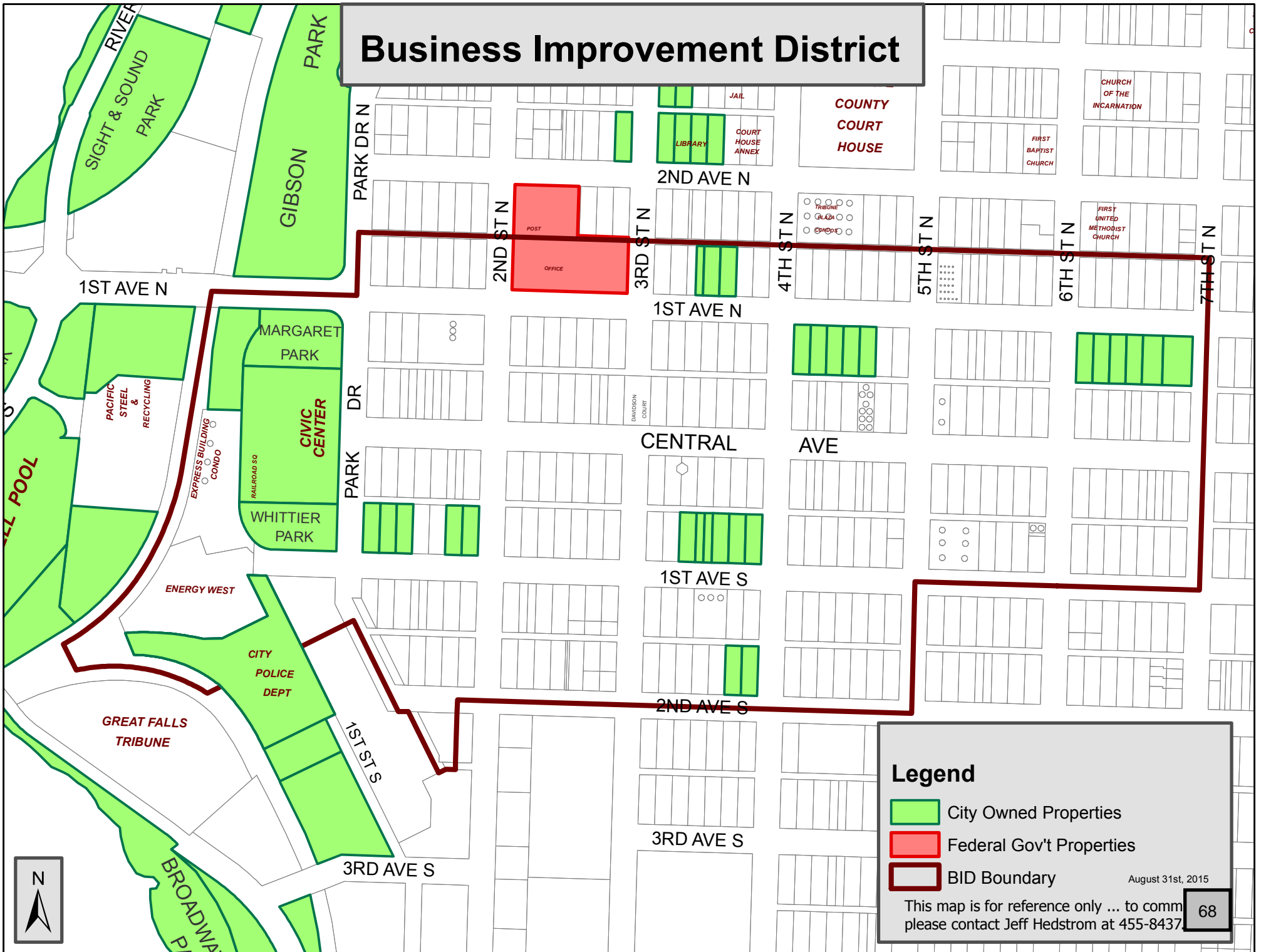


# Great Falls Business Improvement District Budget for Fiscal Year 2019-2020



	<b>Final Budget FY 20</b>
<b>Revenues</b>	
Assessments	\$ 240,000
Assessment Receivable	\$ 75,000
Coins for a Cause	\$ 500
Interest Income	\$ 150
Prior Year Carryover - Cash	\$ 225,000
<b>Total Revenues</b>	<b><u>\$ 540,650</u></b>
<b>Expenses</b>	
Advertising	\$ 500
Web Design	\$ 500
Beautification	\$ 15,000
Art Downtown	\$ 4,000
Sound System	\$ 1,000
Snow Removal	\$ 15,000
Trash Removal	\$ 10,000
Tree Program	\$ 15,000
Holiday Décor	\$ 15,000
Business Grants	\$ 236,900
Business Watch	\$ 1,000
Coins for a Cause	\$ 500
Donations	\$ 5,000
Dues & Subscriptions	\$ 3,000
Employee Benefits	\$ 3,000
Insurance	\$ 7,000
Miscellaneous	\$ 500
Office Equipment	\$ 1,500
Office expense	\$ 1,500
Payroll taxes	\$ 12,000
Professional Services	\$ 6,000
Rent	\$ 5,000
Salaries	\$ 105,000
Special Projects	\$ 60,000
Supplies	\$ 10,000
Taxes, Licenses & Fees	\$ 500
Telephone/Internet	\$ 3,250
Travel & Education	\$ 2,500
Utilities	\$ 500
<b>Total Expenses</b>	<b><u>\$ 540,650</u></b>
<b>Net Revenue/Loss</b>	<b>\$ -</b>

# Business Improvement District



**Legend**

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

August 31st, 2015

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





**Item:** Tourism Business Improvement District (TBID) 2019/2020 Budget and Work Plan

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Tourism Business Improvement District

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

**Action Requested:** Conduct Public Hearing and Accept the Tourism Business Improvement District 2019/2020 Budget and Work Plan

---

**Public Hearing:**

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
  2. Mayor closes public hearing and asks the will of the Commission.
- 

**Suggested Motion:**

1. Commissioner moves:  

“I move that the City Commission (accept/reject) the 2019/2020 Tourism Business Improvement District Budget and Work Plan.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

**Staff Recommendation:** The TBID recommends the City Commission accept the 2019/2020 TBID budget and work plan.

**Background:** The initial creation of the TBID was in 2008. On February 6, 2018, the City Commission approved Resolution 10222 re-creating said TBID for a duration of ten (10) years. The TBID's overall purpose is to promote tourism, conventions, trade shows, and travel to the City of Great Falls through the use of assessment revenue. If there are any material increases or decreases in the actual assessment from the approved budget, the TBID's Board will either request a budget amendment from the City Commission, or the Board will include the amount of revenue whether it is an increase or decrease in their Work Plan and Budget for the coming Fiscal Year.

According to MCA Section 7-12-1132(3), the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may

approve the plan or request that amendments be made to it, prior to levying an assessment on all properties within the district to defray the costs.

**Fiscal Impact:** The TBID is projecting annual revenue for Fiscal Year 2019/2020 of approximately \$692,000 in tax assessment dollars. This is a significant increase from prior years because of the new assessment method outlined below.

The assessment will be according to the formula approved with the re-creation of the district:

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31 or more rooms and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-30 rooms as prescribed in Mont. Code Ann. Section 7-12-1133(f). The new assessment method began on July 1, 2018, so Fiscal Year 2019/2020 will be the first year of billing the assessment with the new formula because the assessment is billed a year behind.

**Alternatives:** The City Commission could request the TBID Board make changes to either the Budget or Work Plan.

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

**Attachments/Exhibits:**

- 2019/2020 TBID Budget and Work Plan
- Map of TBID Boundaries

MONTANA'S BASECAMP FOR

# Art - AND - ADVENTURE



2020 Marketing Plan

July 1, 2019—June 30, 2020



## EXECUTIVE SUMMARY

Great Falls Montana Tourism is the Destination Management Organization [DMO] focused on promoting the city to overnight visitors. We will leverage the Montana Brand and use paid, owned, and earned media to orient overnight **visitors to Great Falls'** unique spectacular unspoiled nature and the only in Great Falls breathtaking experiences that can be had by day, with the ability to come back to the relaxing hospitality of our community to renew their spirit for the next day. By developing trip ideas, itineraries around specific events, we will facilitate extended stays in Great Falls, a vibrant and charming small town full of art and modern amenities, prior to **departing for adventures in more of Montana's** spectacular, unspoiled nature.

Great Falls Montana Tourism will work alongside the leaders at Cascade County and in the community to bring the Future of Montana ExpoPark into reality. We will incentivize the development of new events that will provide rave worth experiences for overnight visitors. We will encourage that sharing of positive content and experiences.

Our team is focused on strengthening the economy by promoting the uniqueness of Great Falls, Montana to overnight visitors that will result is Great Falls being THE place in Montana to visit for a genuine experience with the funding received in partnerships with our Great Falls lodging facilities.

## SUCCESS

In July 2017 our unified marketing effort was launched with one tourism website, VisitGreatFallsMontana.org, and aggressive digital and social media placements being focused on our target markets, nationally and regionally. We saw the highest impressions in our history.

In September 2017 our Business Development Director started building relationships with meeting planners and submitting aggressive Great Falls focused responses to proposals, landing 8 projects to date.

Our leadership role alongside the Cascade County Commissioners to create a Multipurpose Event Center in Great Falls [Study in 2014] and keep Montana ExpoPark a thriving public asset has resulted in draft long-range master plan.

We consolidated our operations from 15 Overlook Dr into 100 1st Ave N, Lower Level Suite and reallocated this expense to recruiting meetings and conventions and marketing to overnight visitors.

All these strategic decisions have aided in a 15% increase in visitation in 2018. Room demand topped the highest point in 4 years, with 3.3% increase over 2017.

We have a refreshed strategic plan, a strategically aligned staff team, and a media partner that is working to leverage our paid media spend to produce maximum return. We anxiously look forward to the results we can produce in 2020!



## VISION

Be THE place in Montana to visit for a genuine experience!

## MISSION

Strengthen our economy by promoting the uniqueness of Great Falls, Montana to visitors.

## VALUES

Authentic | Innovative | Bold | Accountable |  
Respectful | Passionate | Results Focused |  
Trust | United | Honest

## PRIORITIES

Grow Tourism | Develop the Destination |  
Advocate for Tourism

## INTENDED RESULTS

5% Increase in Overnight Visitation  
2% Increase in New Overnight Visitors  
5% Increase in Average Length of Stay  
10% Increase in Average Daily Spend  
6 New Conventions  
25% Increase in Instagram Audience  
20% Increase in Facebook Audience

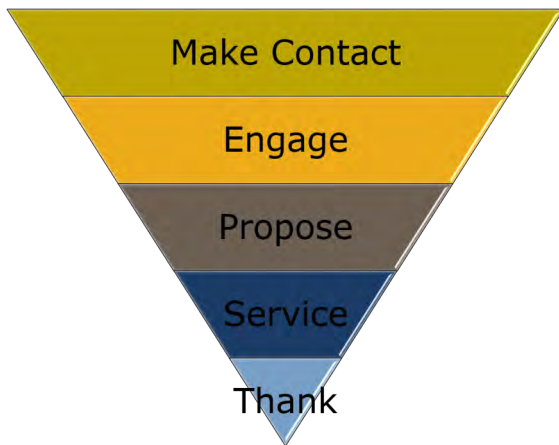




**STRATEGY**

1 | Promote Great Falls to planners and coordinators of meetings and conventions that have events that will fill multiple properties for multiple days when room demand is at 70% or below.

TACTICS | Great Falls Montana Tourism will utilize a strategic sales funnel to process leads into confirmed business.



We will begin by making contact to facilitate education about Great Falls, Montana through strategic outreach which will include:

- EmpowerMINT+ Database Mining
- Hosted Buyer Events
- Bring it to the Basecamp Presentations

From there, we will qualify leads, convert into prospects and submit proposals that showcase innovative ideas and pre and post travel itineraries. Once the business is secured, we will service them with what we committed to, which can include:

- Building attendance for hosted business
- Connecting with local service providers and key leadership
- Fundraising support
- Assisting with securing room blocks

While in market, Great Falls Montana Tourism will provide hosted welcoming services, including digital agendas on our Visit Great Falls app, with the objective of assisting attendees with experiencing Great Falls, and encourage a return leisure trip. Upon completion, we will follow-up with thank you cards and surveys to determine satisfaction and attendance numbers.

Great Falls Montana Tourism will strategically deploy impact and recruitment incentives and familiarization tours to secure business.

Throughout the process, Great Falls Montana Tourism will maintain communications through our Bring it to the Basecamp emails that will continue to educate and inspire meeting planners to consider Great Falls as the location for their next project.

RESULTS | New Conventions; Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay; Increase in Average Daily Spend

STRATEGY 1 BUDGET | \$146,200

2 | Increase overnight visitors year-round by promoting the uniqueness of Great Falls to leisure travelers.

TACTICS | Great Falls Montana Tourism will

utilize branded paid, owned and earned media, a printed and online guide to Great Falls, trade shows, and the [www.VisitGreatFallsMontana.org](http://www.VisitGreatFallsMontana.org) website to inspire, orient, and facilitate an overnight traveler to the experiences available in Great Falls.

**PAID MEDIA** | We will use Banik to develop a results focused paid media plan that will rely heavily on digital placement, supplemented by print placements during key travel decisions months. Investment will be more focused to influence travel during late spring, summer and early fall. The Tourism Team will coordinate with Banik on the placement of any Montana Department of Tourism and Business Development led Joint Venture opportunities.

**COLLABORATIVE MARKETING** | Great Falls Montana Tourism will work with Banik to develop marketing opportunities for our members to buy into that will promote their business and leverage the Basecamp Brand.

**OWNED MEDIA** | The Tourism Team will develop and implement an annual content calendar to inspire interested markets. We will use the following media with the current followers:

Facebook [6,606]	Instagram [1,196]
YouTube [44]	Basecamp Blog
Website Events	Website Trip Ideas
LinkedIn	Social Toaster [6]

These audiences choose to follow us. Posting content continually inspires them to travel to Great Falls. Growing these audiences increases the number of people who will be inspired to come to Great Falls. Asking these audiences to share and engage in our content increases the reach of our message.

We will send Adventure Awaits emails directly to our database of over 65,000 subscribers throughout the year.

**EARNED MEDIA** | We will continue to leverage the stories that are written about Great Falls, encourage stories to be written, as well as connect with newly stationed personnel at Malmstrom Airforce Base during monthly



briefings and other events that will connect base residents and their families with Great Falls.

TRADE SHOWS | This will be used to share the Basecamp story, gain insight from target markets and increase email lists with package giveaways. This tactic is resource intensive with staff time and booth costs. Great Falls Montana Tourism will consider only options in key target markets and look for partnerships.

RESULTS | Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay; Increase in Instagram Audience; Increase in Facebook Audience; Increase in Average Daily Spend

RESULTS | Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay; Increase in Average Daily Spend; Increase in Instagram Audience; Increase in Facebook Audience

STRATEGY 2 BUDGET | \$244,500

3 | Create events and experiences that position Great Falls competitively through Montana and the Northwest.

TACTICS | Great Falls Montana Tourism will use two different granting cycles to accept proposals from groups who are looking to create new events and grow events that align with our vision, mission and objectives.

WESTERN ART WEEK | This is a comprehensive signature event for our community, where we still have 20% capacity in room demand. Great Falls Montana Tourism will continue to take a lead role in promoting all the weeks activities

through [www.WesternArtWeek.com](http://www.WesternArtWeek.com). We will collect details of each shows events and **promote the week's activities through paid, owned and earned media.**

Great Falls Montana Tourism and 3 other groups produce a show guide. To reduce duplication, we will look to jury the selection of an official Western Art Week show guide that will utilize the Western Art Week branding.

GREAT FALLS MONTANA RESTAURANT WEEK | **After it's second year, this event has failed to gain traction in the local market and hasn't** resulted in room demand increases. We will look for a partner interested in taking the lead on this event, which we will support with paid, owned, and earned media.

RESULTS | Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay

STRATEGY 3 BUDGET | \$139,146

SUPPORT | We saw a 30% increase in website visitors with the launch of our new website in July 1, 2017. We will see another increase by the end of this year, however, need to continually improve our website to keep interest. We will make investments to keep our website relevant, fresh and updated.

Great Falls Montana Tourism will continue to make investments in fresh and new photos and videos to support all of our efforts.

We will utilize our general funds to take advantage of community promotion opportunities.

SUPPORT BUDGET | \$21,200





## PROCESS

Developing and growing the tourism effort is driven by market and consumer behavior research. This research ensures the delivery of a specifically crafted trip planning message during a critical stage of the consumer purchase process in targeted markets on specific platforms.

Knowing what activities visitors like to experience, how they make decisions, and how to help influence the decisions at each stage all form the cornerstones to Great Falls Montana **Tourism's marketing strategies.**

Great Falls Montana Tourism invests in paid media placement, developing compelling content, and leveraging that content through owned media.

**The Montana Department of Commerce's Office** of Tourism and Business Development makes significant investment to support the inspiration stage of the trip planning cycle. Great Falls Montana Tourism leverages that investment with joint marketing opportunities and focusing efforts on orienting.

As part of the orientation step of the trip planning process, Great Falls Montana Tourism provides infographics on direct flights, drive time, and distance from our target markets to support the message that making a trip to the **city can be done in a day or less. That "getting here" message is supported by various trip ideas for weekend trips and weeklong vacations.** One of our one-day trips shows how to spend a day in Great Falls before an evening concert – highlighting day hikes, kayaking, fishing, and shopping along with dining options

to make a memorable time connected to an event.

## THE BASECAMP BRAND

**From every direction, Montana's spectacular, unspoiled nature calls you closer – from two of America's most amazing national parks, a short drive in either direction, to the miles of trails along the Missouri River and beyond, it is all accessible beginning right in Great Falls. It beckons you to discover Montana's rugged and alluring outdoors freely with independence.**

One of the greatest things about our community is we are welcoming, down-to-earth and proud of what we have. We are forward thinking and unapologetic about creating a future based on our potential. Great Falls is a place where you feel more independent, more liberated from conformity and convention. You are more free to pursue your passion, from outdoor recreation to embracing your inner artist.

**It's a place where you can be in the middle of** an evolving and vibrant downtown life near the riverfront and yet never far from getting away from it all. If you look at life as a wonderful, ever-changing adventure (as we do), we invite you to come to a place where you can live it abundantly, celebrate your independence every single day.

Great Falls provides a basecamp for a wide range of outdoor adventures and offers a haven of rich arts, culture, and history in a vibrant, modern community where an expansive, **unspoiled, diverse landscape renews one's spirit!**

1. We share the unique stories.

2. We keep it conversational.
3. We play up our diverse landscapes.
4. We show hospitality in our community.
5. We use dynamic images and videos.
6. We are consistent in our style.

VOICE | We use specific words to reinforce the attributes of our community. These words include:

Independent | Adventurous | Innovative | Tenacious | Confident | Loyal | Resourceful | Fun | Courageous | Potential | Growth | Refreshing | Creative | Focused | Scenic | Freedom | Alluring | Artistic | Rugged | Spirited | Real | Curiosity | Genuine | Open | Breathtaking | Authentic | Vibrant | Hospitable

#### TARGET MARKETS

LEISURE PROFILE | Our current overnight visitor to Great Falls is a couple who have been here before and drove here for vacation. They tend to be:

55-74 years old with \$50,000 - \$150,000 HHI

To attract new customers, we will target:

35-44 years old with \$50,000—\$150,000 HHI

We will use geographic, demographic, and psychographic targeting to market to current customers and attract new customers. Our psychographic groups are:

- Historian | Enjoys Lewis & Clark, Charlie Russell and the Plains Indians and the mark they each left on Great Falls.
- Moderate Adventurer | Enjoys getting out into nature to hike, watch wildlife, fish, bike, and kayak, but come back into Great Falls in the evening to enjoy the local brewery, a

live performance, and a comfortable bed.

- Weekender | Comes to Great Falls for a specific event. These include festivals, performances, weddings, and sporting events.
- Active Family | Enjoys museums, and the vast collection of them here, the outdoor recreation, and the history.
- Bleisure | Arrives before or stay after business related travel to engage in leisure experiences.

Each profile helps us craft our message and where and how to place our owned and paid media.

LOCATION | Great Falls will target the following geographic locations.

Seattle WA	Missoula MT
Denver CO	Billings MT
Chicago IL	Kalispell MT
Minneapolis MN	Lethbridge AB
Phoenix AZ	Calgary AB
Salt Lake City UT	Cheyenne WY
	Bismarck ND

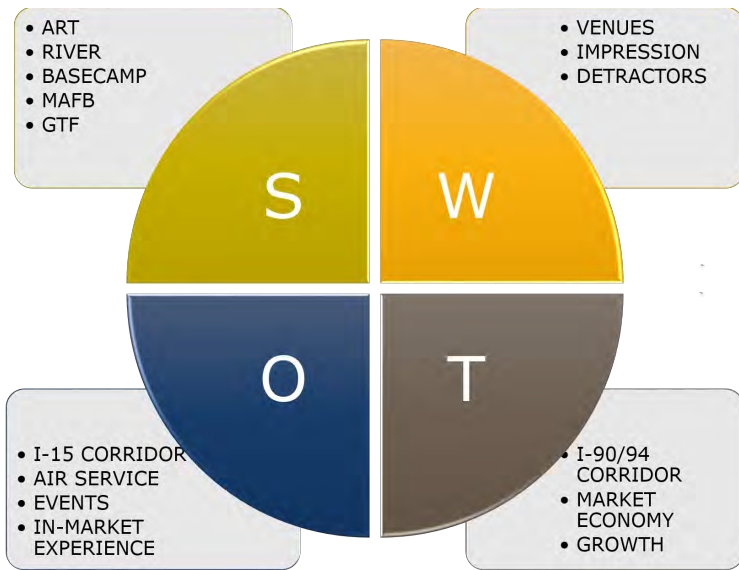
BUSINESS PROFILE | Great Falls Montana Tourism targets meeting planners with multi-day events for 250+ people in outdoor recreation, agriculture, arts, history, culture, or **other areas of Great Falls' competitive advantage.**

LOCATION | The target will be meeting planners looking for locations in the Western United States, focusing in on the Northwest Region, and the Rocky Mountain Region of the Northwest.



## ANAYLSIS

The appeal of Montana’s spectacular, unspoiled nature inspires people to travel to the fourth largest state in the US and experience its over 100 vibrant and charming small towns that provide impressive outdoor experiences. As a result, Great Falls competes within the state, as well as the Northwest region and the nation to orient and facilitate the visitor to experience **Montana’s Basecamp for Art & Adventure.**



### STRENGTHS

- Art | In the broadest sense of the term, Great Falls has art—from statutes and **murals on the river’s edge trail and downtown**, to state parks and museums that capture our history and culture, to restaurants who source local food, to residents who create masterpieces on canvasses or using batik, and our entrepreneurs who create industry changing products. Great Falls is creative, innovative, and full of art.
- River | The Missouri River connects **Great Falls’ history to the Plains Indians, Corp of Discovery**, mining and electricity. Today it provides access to outdoor recreation, bird viewing, a path for scenic drives, and a backdrop for stunning photography.
- Basecamp | In about an hour or less from Great Falls, you can be in the Rocky Mountain Front and the greater Bob Marshall Wilderness Complex, Sluice Boxes State

Park and the Little Belt Mountains, the Highwood Mountains, on Holter Lake, at Smith River, Sun River. And, just a little further in Glacier National Park.

- Malmstrom | 3,300 personnel, along with **their families, are stationed in Great Falls’** air force base. The base itself draws national **contractor business, and the personnel’s** extended family come to visit.
- GTF | Our international airport is small and accessible, offering direct flights from Seattle, Denver, Las Vegas, Minneapolis, Phoenix, Salt Lake City, and seasonally to Chicago.

### WEAKNESS

- Venues| Tried and true, our facility infrastructure is stable but suffers from deferred maintenance and lack of capital investment for industry demanding improvements.
- Impression| Immediate thoughts of Montana include mountains, roaming wildlife, and backpacking adventures, and Great Falls is a modern community on the Missouri River with an industrial history.
- Detractors | 34% of Great Falls residents hold a low-self image of and are negative about the community being a great place to visit.

### OPPORTUNITIES

- I-15 Corridor | Great Falls is roughly halfway between Salt Lake City, Utah, and Edmonton, Alberta (via Highway 2 in Alberta, Canada). Through traffic provides a chance to convert travelers for experiences and events. 55% of travelers drive through Great Falls without spending a night.
- Air Service | United, Delta, Alaska, and Allegiant are great partners, however, there are opportunities to add carriers and direct flights.
- Events| Signature events give visitors a specific time to travel to Great Falls. We have room to add more.
- In-Market Experience | The Missouri Riv

amazing; however, we are missing the opportunity to make it, and other experiences, easier to access. Great Falls can benefit from easy access equipment rentals, tour guides, facilitated experiences, and review worthy interactions.

#### THREATS

- I-90/I-94 CORRIDOR | This Montana route has larger communities with larger population bases, sees higher traffic counts, and has had more success in event routing than I-15.
- Market Economy | Volatility in the local economy of our target market communities can directly impact travel decisions.
- Growth | The success of peer and benchmark communities related to increased retail experiences and capital investments in infrastructure have increased their tourism budgets to attract more visitors, causing Great Falls to lag behind.

#### BENCHMARK COMMUNITIES

Billings MT | Missoula MT | Bozeman MT | Kalispell MT | Casper WY | Boise ID | Sioux Falls SD | Grand Forks ND | Bismarck ND

#### OVERNIGHT VISITOR HISTORY

Great Falls saw 1 million overnight visitors in 2018, a 15% increase over 2017. Alberta was unseated as the #1 location our overnight visitors came from, with our top 5 markets being:

- Washington 14%
- Alberta 13%
- Wyoming 7%

- Colorado 7%
- Arizona 6%

Our overnight visitors top 5 activities were:

- Scenic driving 58%
- Day hiking 33%
- Nature photography 32%
- Wildlife watching 27%
- Recreational shopping 26%

Alberta has historically been a strong recreational shopping market for Great Falls. With changes in the retail landscape nationally, the recreational shopping, and thus the number of Canadian travelers have been impacted.

The Business traveler continues to trail the Leisure Traveler, with only 16% of overnight visitors being here for a convention or meeting. We saw a jump in single overnight visitors to 36% and an increase to 3% of overnight visitors traveling with a business associate.

Our overnight visitors primarily arrive by vehicle (58%), however, air travel has increased over previous years and is now 23%, up 5% from last year. Spending has decreased 3%, from \$204 million [2016] to \$198 million [2017]. Repeat overnight visitors has increased 3% and new overnight visitors are still in decline, 1% over the past year, and 5% since 2016.

Room demand increased 3.3% in 2018 [STR], reaching its highest level in 4 years. We have seen an increase in room supply as well, resulting in occupancy (a percentage of demand over supply) being down.





## GREAT FALLS, MONTANA

**Great Falls is the 3rd largest city in the Nation's 4th largest state.** With 1 million residents in the State and just under 60,000 residents in the city, the open space appeals to residents and non-residents alike. Last year alone, 12 million people visited Montana, and 1 million spent a night in Great Falls.

**Great Falls is Montana's Basecamp for Art and Adventure.** Designed for independent, outdoor adventurers and planners of meetings, Great Falls provides a true, authentic Montana experience. Our community sits on the banks of the Missouri River in the center of the State. Great Falls is a basecamp to the Rocky, Big Belt, Highwood, and Little Belt Mountain Ranges; each providing public access for a variety of outdoor recreation. It is also a basecamp to the Sun and Smith Rivers; Belt Creek, and Holter Lake; it is 2.5 hours south of the East entrance to Glacier National Park, and 3.5 hours north of the North Entrance to **Yellowstone National Park.** Great Falls' access to a variety of outdoor adventures is complimented by a haven of rich arts, culture, and history in a vibrant, modern community where you can renew your spirit.

**Great Falls is Montana's Museum Capital.** Famed Cowboy artist and humanitarian, Charlie Russell made Great Falls, Montana his basecamp and the museum that bears his name has the **largest collection of Russell's work, the complex has his studio and home, and The C.M. Russell Museum has been named Montana's Museum worth driving for.** The Lewis & Clark Interpretive Center has North America's most extensive display of the Lewis & Clark expedition. First **People's Buffalo Jump is North America's** Largest and is a National Historic Landmark. The remaining museums in Great Falls celebrate our history, the life of Brother Van, modern artists, the railroad, the artwork of Sister Mary Trinitas Morin and Mother Raphael Schweda, the military missions at Malmstrom Air Force Base, and a hands-on **Children's Museum.**

Great Falls becomes the Western Art Capital of the World for one week in March, in celebration of **Charlie Russell's birthday.** This signature

event brings in over 750 artists at 15+ shows for a variety of auctions, direct purchase, quick finishes, demonstrations, lectures, music and more.

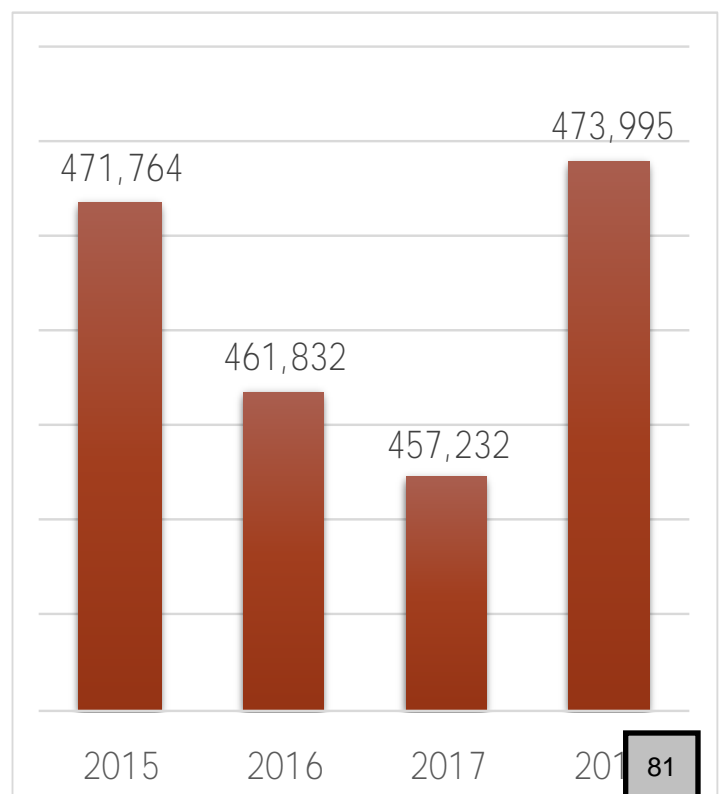
Tourism is a critical driver of the Great Falls economy, accounting for 8% of the GDP. Businesses that make up the Tourism Industry account for 3,080 jobs and over \$72 million in payroll locally. Tourism Industry businesses account for over \$33 million in property taxes. **Great Falls' tourism industry accounts for 9% of Montana's total overall tourism impact, and the State, the City and the Region's tourism economy is driven by outdoor recreation.**

## ROOM INVENTORY

Great Falls will have 2,292 rooms available any given night across 30 properties beginning in July 2019. Our inventory by property is broke down by room capacity with:

- 17% with less than 30 Rooms
- 57% with 31—99 Rooms
- 27% with 100+ Rooms

Room demand had been in decline since 2015. We saw an increase in 2018, we are now moving in the right direction, however, we have a more work to do.



2020 BUDGET

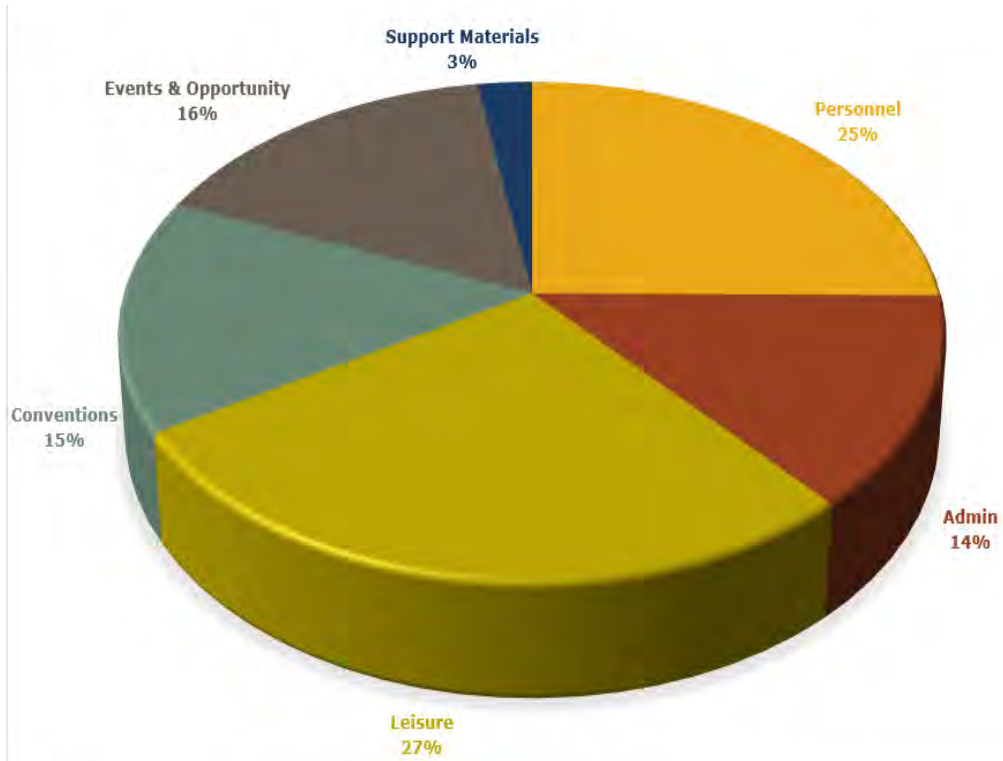
Great Falls Montana Tourism was successful in renewing the Tourism Business Improvement District with an increase in assessments for properties with 30+ rooms. Additionally, room demand increases in the past year provided additional accommodations facility use tax funds to be available.

July 1, 2019 - June 30, 2020

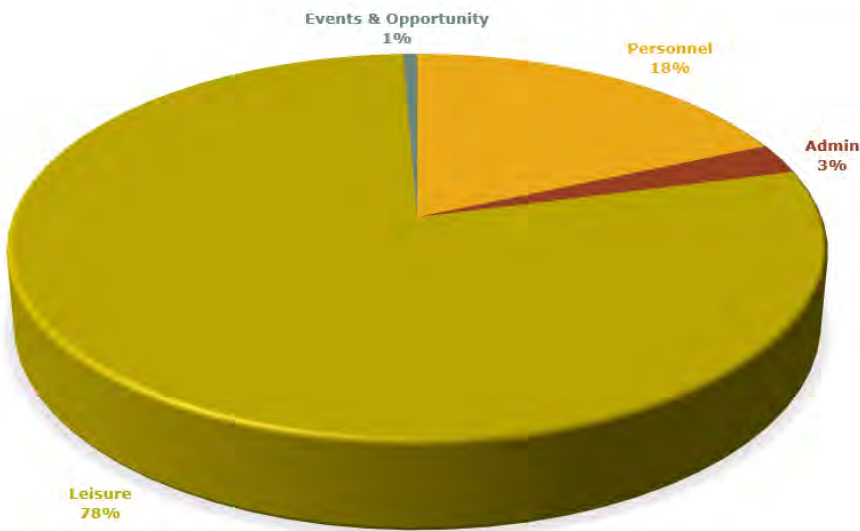
DRAFT

	CVB	GENERAL	TBID	Total		National
<b>Income</b>						
Bed Tax	\$153,152	\$0	\$0	\$153,152		
TBID Assessment	\$0	\$0	\$692,000	\$692,000		
Membership	\$0	\$10,000	\$0	\$10,000		
Advertising	\$0	\$0	\$2,500	\$2,500		
<b>Total Income</b>	<b>\$153,152</b>	<b>\$10,000</b>	<b>\$694,500</b>	<b>\$857,652</b>		
<b>Expenses</b>						
<b>Personnel</b>						
Wages	\$28,230	\$0	\$137,490	\$165,720		
Payroll Expense		\$0	\$49,716	\$49,716		
<b>Total Personnel</b>	<b>\$28,230</b>	<b>\$0</b>	<b>\$187,206</b>	<b>\$215,436</b>	25%	40%
<b>Administration</b>						
Rent	\$0	\$0	\$14,400	\$14,400		
Memberships	\$0	\$0	\$15,000	\$15,000		
Subscription	\$0	\$0	\$27,460	\$27,460		
Phone	\$0	\$0	\$5,220	\$5,220		
Maintenance	\$0	\$0	\$2,040	\$2,040		
Supplies	\$0	\$0	\$13,000	\$13,000		
Postage	\$0	\$0	\$1,000	\$1,000		
Insurance	\$850	\$0	\$2,800	\$3,650		
Professional Fees	\$1,550	\$0	\$19,650	\$21,200		
TAC	\$1,500	\$0	\$0	\$1,500		
Professional Development	\$0	\$0	\$10,000	\$10,000		
Travel	\$0	\$0	\$2,500	\$2,500		
<b>Total Admin</b>	<b>\$3,900</b>	<b>\$0</b>	<b>\$113,070</b>	<b>\$116,970</b>	14%	12%
Leisure Traveler Marketing	\$108,522	\$0	\$101,478	\$210,000	24%	
Conventions Meetings & Groups	\$0	\$0	\$128,400	\$128,400	15%	
ExpoPark	\$0	\$0	\$0	\$0	0%	
Opportunity	\$1,000	\$0	\$130,000	\$131,000	15%	
Photo and Video Library	\$0	\$0	\$10,000	\$10,000	1%	
Visitor Guide	\$6,500	\$8,000	\$0	\$14,500	2%	
Joint Venture	\$5,000	\$0	\$0	\$5,000	1%	
Trade Shows	\$0	\$0	\$5,000	\$5,000	1%	
Website	\$0	\$0	\$10,000	\$10,000	1%	
Community Promotion	\$0	\$2,000	\$0	\$2,000	0%	
App	\$0	\$0	\$1,200	\$1,200	0%	
Events	\$0	\$0	\$8,146	\$8,146	1%	
<b>Total Expenses</b>	<b>\$153,152</b>	<b>\$10,000</b>	<b>\$694,500</b>	<b>\$857,652</b>	61%	48%
<b>Net Profit</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

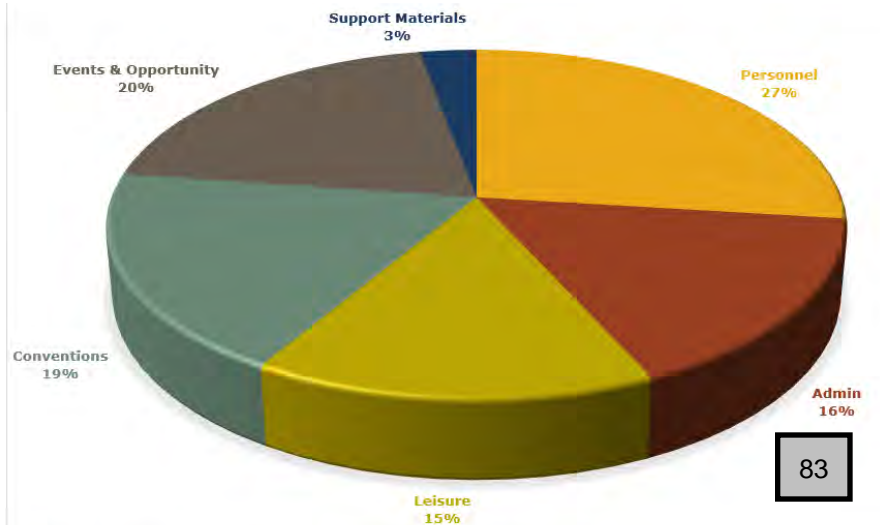
2020 TOTAL BUDGET



2020 ACCOMODATION TAX BUDGET



2020 ASSESSMENT FUNDS BUDGET





VISIT  
**Great Falls**  
MONTANA

Facebook | @GreatFallsMontanaTourism

Instagram | @VisitGreatFalls

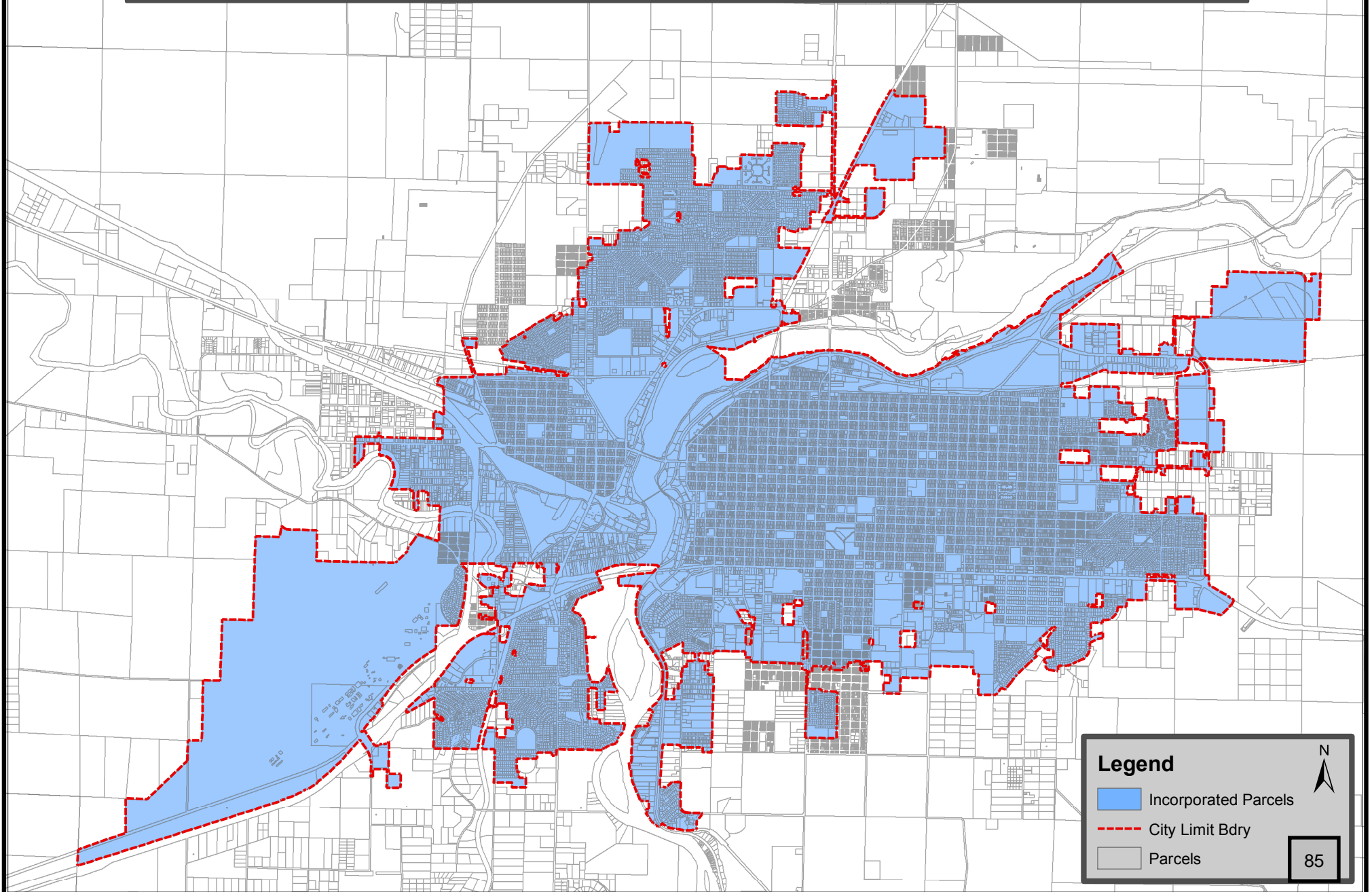
YouTube | @GreatFallsMontanaTourism

406-761-4406 | [Information@VisitGreatFallsMontana.org](mailto:Information@VisitGreatFallsMontana.org)




100 1st Ave N, Lower Level Suite, Great Falls Montana 59

# Tourism Business Improvement District No. 1307

## Map of District Boundaries



### Legend

-  Incorporated Parcels
-  City Limit Bdry
-  Parcels





**Item:** Public Hearing on Resolution 10300 – Intent to Increase Property Tax  
**From:** Gregory T. Doyon, City Manager  
**Initiated By:** Statutory Budget Requirements  
**Presented By:** Melissa Kinzler, Finance Director  
**Action Requested:** Conduct the Public Hearing and Adopt Resolution 10300 – Intent to Increase Property Tax

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**Public Hearing:**

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
  2. Mayor closes public hearing and asks the will of the Commission.
- 

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10300 – Intent to Increase Property Tax.”

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

**Staff Recommendation:** Staff recommends the City Commission conduct the public hearing and adopt Resolution 10300.

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

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

For Fiscal Year 2020 (Tax Year 2019) as provided by the Montana Department of Administration, the allowable inflationary adjustment is 1.02%. This amounts to \$168,142 of additional revenue for the General Fund.

Sections 15-10-420 and 2-9-212(2)(a), MCA, also allow property tax levy increases for premium contributions for group benefits. The City is proposing an additional 2.79% property tax levy increase for health insurance premiums. This would provide \$460,000 in additional revenue to help offset the health insurance increases in the General Fund. Health insurance premiums increased 10.6% for Fiscal Year 2020.

The total proposed allowable property tax levy increase is 3.81%.

The hearing on Resolution 10300 is the Intent to Increase Property Tax, whereas additional action by the City Commission will be needed in the future to set the increased mill levy. This will occur after the City receives its certified taxable value from the Montana Department of Revenue in August.

**Fiscal Impact:** The fiscal impact of the proposed increase for inflation for a residential home with a taxable market value of \$100,000 would be approximately \$2.33 for Fiscal Year 2020. The fiscal impact of the proposed increase for the “Permissive Medical Levy” is \$6.38. The total impact on a residential home with a taxable market value of \$100,000 would be \$8.71 for the year. The fiscal impact of not authorizing the increase for inflation mills to the General Fund would result in a revenue shortfall of \$628,142 for the proposed budget.

**Alternatives:** If the hearing on Intent to Increase Property Taxes is not held and Resolution 10300 is not adopted, the General Fund would need to determine alternative revenues from non-property tax sources. Other options include reducing proposed expenditures by \$628,142 or using General Fund balance of \$628,142. The General Fund balance is projected to be \$5.8 million (17.0% of expenditures) at the end of Fiscal Year 2020 without any additional use of General Fund balance. The City of Great Falls fund balance policy set in the Annual Budget resolution is a minimum of 22%. Due to the short term impact of the Calumet protest the fund balance of the General Fund will fall below the policy. Once the protest is settled it is projected the fund balance will reach the recommended policy.

**Concurrences:** The proposed Fiscal Year 2020 Budget was presented by the City Manager on June 27<sup>th</sup> and July 2<sup>nd</sup>, 2019, at the City Commission Budget Work Sessions.

**Attachments/Exhibits:**

- Resolution 10300 – Intent to Increase Property Tax

**RESOLUTION NO. 10300**  
**RESOLUTION OF INTENT TO INCREASE PROPERTY TAX**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

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

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

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

**WHEREAS,** the applicable consumer price indexes had a three year average of 2.04% and an allowed tax levy increase of **1.02%** for Tax Year 2019; and

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

**WHEREAS,** Mont. Code Ann. § 2-9-212(2)(a) allows additional mill levies for premium contributions for group benefits beyond the amount of contributions in effect; and

**WHEREAS,** the applicable contributions increase allows the City to levy additional mills under Mont. Code Ann. § 2-9-212(2)(a), an allowed tax levy increase of **2.79%**; and

**WHEREAS,** the notice of public hearing on the City's intent to budget an increase in revenue from property taxation by **3.81%** was published in accordance with Mont. Code Ann. § 7-1-4127, as required by Mont. Code Ann. § 2-9-212(2)(b); and

**WHEREAS,** the hearing on the City's intent to budget an increase in revenue from property taxation was held in accordance with Mont. Code Ann. § 7-1-4131.

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

Intent to budget additional property tax revenue

The City Commission intends to budget the **3.81 percent** increase in property tax revenue allowed by Mont. Code Ann. §15-10-420.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,  
July 16, 2019.



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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney



**Item:** Budget Hearing on Resolution 10301 - Annual Budget Resolution  
**From:** Gregory T. Doyon, City Manager  
**Initiated By:** Statutory Budget Requirements  
**Presented By:** Melissa Kinzler, Finance Director  
**Action Requested:** Conduct the Annual Budget Hearing and Adopt Resolution 10301 - Annual Budget Resolution

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**Public Hearing:**

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
  2. Mayor closes public hearing and asks the will of the Commission.
- 

**Suggested Motion:**

1. Commissioner moves:  
“I move that the City Commission (adopt/deny) Resolution 10301 - Annual Budget Resolution.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

**Staff Recommendation:** Staff recommends the City Commission conduct the budget hearing, consider any budget changes which may be recommended during the budget hearing; and adopt Resolution 10301.

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

The City started the Fiscal Year 2020 budget process with an initial City Commission Special Work Session on December 3, 2018. The City Commission set informal budget priorities for the Fiscal Year 2020 Budget. This session was open to the public.

In April, the City Manager and Department Heads met to discuss 2020 budget priorities. The Departments’ requested budgets were presented to the City Manager between May 15<sup>st</sup> and May 24<sup>th</sup>, 2019.

Two City Commission Budget Work Sessions were held June 4<sup>th</sup> and June 18<sup>th</sup>, 2019. The City Commission reviewed informal budget priorities for the Fiscal Year 2020 Budget. These sessions were open to the public.

From these meetings and through the City Manager's direction, the Fiscal Year 2020 Budget was balanced. The Proposed Fiscal Year 2020 Budget was presented to the City Commission on June 27<sup>th</sup> and July 2<sup>nd</sup> at the City Commission Budget Work Sessions.

Section 2-9-212(2)(b), MCA, requires the City to hold a public hearing before passing a resolution to adopt the annual budget.

Section 7-6-4024, MCA, requires that the annual tax levy be approved and adopted by resolution by the later of the first Thursday after the first Tuesday in September or within 30 calendar days of receiving certified taxable values from the Montana Department of Revenue. The setting of the tax levies will be scheduled when the Montana Department of Revenue has certified taxable values for the City of Great Falls, usually in August.

**Fiscal Impact:** The fiscal impact of the proposed increase for inflation for a residential home with a taxable market value of \$100,000 would be approximately \$2.33 for Fiscal Year 2020. The fiscal impact of the proposed increase for the "Permissive Medical Levy" is \$6.38. The total impact on a residential home with a taxable market value of \$100,000 would be \$8.71 for the year. The fiscal impact of not authorizing the increase for inflation mills to the General Fund would result in a revenue shortfall of \$628,142 for the proposed budget.

**Alternatives:** If the annual budget hearing is not held and Resolution 10301 is not adopted, the General Fund would need to determine alternative revenues from non-property tax sources. Other options include reducing proposed expenditures by \$628,142 or using General Fund fund balance of \$628,142. The General Fund fund balance is projected to be \$5.8 million (17.0% of expenditures) at the end of Fiscal Year 2020 without any additional use of General Fund fund balance. The City of Great Falls fund balance policy set in the Annual Budget Resolution is a minimum of 22%. Due to the short term impact of the Calumet protest the fund balance of the General Fund will fall below the policy. Once the protest is settled it is projected the fund balance will reach the recommended policy.

**Concurrences:** The proposed Fiscal Year 2020 Budget was presented by the City Manager on June 27<sup>th</sup> and July 2<sup>nd</sup>, 2019, at the City Commission Budget Work Sessions.

**Attachments/Exhibits:**

- Resolution 10301 - Annual Budget Resolution
- Resolution 10301 Appendix A

**RESOLUTION NO. 10301**  
**ANNUAL BUDGET RESOLUTION**  
**A RESOLUTION RELATING TO FINAL BUDGETS AND ANNUAL**  
**APPROPRIATIONS FOR THE FISCAL YEAR**  
**BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**WHEREAS,** Mont. Code Ann. § 7-6-4024 requires that the budget be approved and adopted by resolution by the later of the first Thursday after the first Tuesday in September or within 30 calendar days of receiving certified taxable values from the Department of Revenue; and

**WHEREAS,** the notice of public hearing on budget increase from property taxes was published in accordance with Mont. Code Ann. § 2-9-212(2)(b); and

**WHEREAS,** the notice of hearing on preliminary budget was published in accordance with Mont. Code Ann. § 7-1-4127, as required by Mont. Code Ann. § 7-6-4021; and

**WHEREAS,** the hearing on preliminary budget and budget increase from property taxes was held in accordance with Mont. Code Ann. §§ 7-1-4131 and 7-6-4024; and

**WHEREAS,** Section 2.3.040 of the Official Code of the City of Great Falls states that the salary of the Municipal Court Clerk shall be set by Commission resolution; and

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

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

Section 1. - Legal Spending Limits

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

Section 2. - Implementation Authority

- 2.1 The City Manager is hereby delegated appropriation authority for the expenditure of funds from any or all of the following:
- a. debt service funds for obligations related to debt approved by the governing body;
  - b. trust funds for obligations authorized by trust covenants;
  - c. any fund for federal, state, local or private grants and shared revenue accepted and approved by the governing body;
  - d. any fund for special assessments approved by the governing body;

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

Section 3. - Appropriation Carryovers

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

- 3.1 Previous fiscal year appropriations for incomplete improvements in progress of construction, or segments thereof, are hereby declared authorized appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:
- a. related financing was provided in the prior fiscal year;
  - b. the appropriations were not obligated by year end;
  - c. the purpose was not included, or rejected, in current budget financing or appropriations; and,
  - d. the City Manager determines the appropriation is still needed.
- 3.2 Outstanding purchase orders and other obligations, representing a City obligation to pay

the claim after receipt of the goods or services, are recognized as "claims incurred". They are hereby declared authorized "carryover" appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:

- a. related financing was provided in the prior fiscal year;
- b. the appropriations were not otherwise obligated by year end;
- c. the purpose was not included, or rejected, in current budget financing or appropriations; and,
- d. the City Manager determines the appropriation is still needed.

#### Section 4. - Appropriated Reserves

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

#### Section 5. Contingency Account

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

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

- 6.1 The objective of the City's Classification and Pay Plan is to enable the City to retain, and when necessary, recruit competent employees. Therefore, the Plan must be a dynamic tool which is continuously updated.
- 6.2 The City Manager is authorized to administratively change the Classification and Pay

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

Section 7. - Budgetary Authority

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

Section 8. - Accounting Structure

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

Section 9. – Municipal Court Clerk Salary

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

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, July 16, 2019.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney



Appendix A. Balances & Changes by Fund for Year Ending June 30, 2020

City of Great Falls, Montana

Funds	+ Working Capital Sources				- Working Capital Uses			Ending Balance	Reserved Balance	Available Balance
	Beginning Balance	Revenues	Transfers In	Total Sources	Expenditures	Transfers Out	Total Uses			
General	5,778,630	33,259,302	0	33,259,302	31,589,485	1,662,877	33,252,362	5,785,570	0	5,785,570
<b>Special Revenue Funds</b>										
Park & Rec Special Revenue	741,837	177,540	0	177,540	165,111	0	165,111	754,266	352,621	401,645
Parkland Trust	19,802	0	0	0	0	0	0	19,802	19,802	0
Library	540,525	1,062,526	350,000	1,412,526	1,719,453	0	1,719,453	233,598	0	233,598
Library Foundation	294,864	108,375	0	108,375	102,775	0	102,775	300,464	300,464	0
Planning & Comm Dev	254,696	867,831	271,932	1,139,763	1,158,378	0	1,158,378	236,081	0	236,081
Central MT Ag Tech TID	1,097,966	315,000	0	315,000	19,614	0	19,614	1,393,352	1,393,352	0
Airport TID	30,690	21,162	0	21,162	2,072	0	2,072	49,780	49,780	0
Downtown TID	165,622	174,955	0	174,955	14,317	0	14,317	326,260	326,260	0
East Industrial Ag Tech TID	38,258	303,739	0	303,739	277,393	0	277,393	64,604	64,604	0
Economic Revolving	20,320	0	0	0	0	0	0	20,320	20,320	0
Permits	1,181,846	1,061,898	0	1,061,898	1,278,775	0	1,278,775	964,969	0	964,969
Licenses	0	0	0	0	0	0	0	0	0	0
Natural Resources	311,652	448,617	256,277	704,894	862,944	0	862,944	153,602	76,637	76,965
Portage Meadow	45,730	65,252	0	65,252	63,572	0	63,572	47,410	0	47,410
Park Maintenance District	1,124,883	1,500,000	0	1,500,000	1,500,000	0	1,500,000	1,124,883	1,124,883	0
Street District	4,055,165	6,217,515	0	6,217,515	9,591,165	40,000	9,631,165	641,515	0	641,515
Support & Innovation	69,960	932,000	0	932,000	932,000	0	932,000	69,960	0	69,960
Gas Tax BaRSAA	761,627	760,000	40,000	800,000	800,000	0	800,000	761,627	761,627	0
911 Special Revenue	708,732	612,447	0	612,447	0	356,674	356,674	964,505	964,505	0
Police Special Revenue	170,301	37,761	0	37,761	900	0	900	207,162	207,162	0
HIDTA Special Revenue	(22,675)	216,975	0	216,975	65,537	0	65,537	128,763	128,763	0
Fire Special Revenue	86,078	6,600	0	6,600	0	0	0	92,678	92,678	0
Federal Block Grant	923,615	794,666	0	794,666	801,755	0	801,755	916,526	916,526	0
HOME Grant	8,949	273,088	0	273,088	193,053	0	193,053	88,984	88,984	0
CTEP Projects	0	0	0	0	0	0	0	0	0	0
Housing Authority	0	1,514,195	0	1,514,195	1,514,195	0	1,514,195	0	0	0
Street Lighting Districts	1,934,610	1,170,052	0	1,170,052	1,426,972	0	1,426,972	1,677,690	0	1,677,690
<b>Special Revenue Funds Total</b>	<b>14,565,057</b>	<b>18,642,194</b>	<b>918,209</b>	<b>19,560,403</b>	<b>22,489,981</b>	<b>396,674</b>	<b>22,886,655</b>	<b>11,238,805</b>	<b>6,888,968</b>	<b>4,349,837</b>
<b>Debt Service Funds</b>										
Soccer Park Bond	40,180	171,000	0	171,000	167,043	0	167,043	44,137	44,137	(0)
West Bank TID	649,770	604,684	0	604,684	252,695	0	252,695	1,001,759	1,001,759	(0)
Improvement District Revolving	81,962	44,741	0	44,741	4,522	0	4,522	122,181	122,181	0
Master Debt SILD	16,575	15,984	0	15,984	4,353	0	4,353	28,206	28,206	0
General Obligation Taxable Bond	7,980	0	148,545	148,545	148,895	0	148,895	7,630	7,630	(0)
<b>Debt Service Funds Total</b>	<b>796,467</b>	<b>836,409</b>	<b>148,545</b>	<b>984,954</b>	<b>577,508</b>	<b>0</b>	<b>577,508</b>	<b>1,203,913</b>	<b>1,203,913</b>	<b>(0)</b>
<b>Capital Projects Funds</b>										
General Capital Projects	827,930	0	0	0	0	0	0	827,930	827,930	0
Improvement Districts Projects	5,685	0	0	0	0	0	0	5,685	5,685	0
Street Lighting Construction	0	0	0	0	0	0	0	0	0	0
Hazard Removal	47,204	0	0	0	0	0	0	47,204	47,204	0
<b>Capital Projects Funds Total</b>	<b>880,819</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>880,819</b>	<b>880,819</b>	<b>0</b>
<b>Enterprise Funds</b>										
Golf Courses	(1,611,425)	1,430,117	0	1,430,117	1,320,783	0	1,320,783	(1,502,091)	0	(1,502,091)
Water	14,095,339	13,747,686	0	13,747,686	23,113,048	0	23,113,048	4,729,977	3,876,733	853,244
Sewer	13,802,452	11,369,444	0	11,369,444	13,103,283	0	13,103,283	12,068,613	5,249,917	6,818,696
Storm Drain	4,040,318	2,950,800	0	2,950,800	3,867,164	0	3,867,164	3,123,954	980,348	2,143,606
Sanitation	684,780	3,870,325	0	3,870,325	3,909,447	0	3,909,447	645,658	235,613	410,045
Swimming Pools	74,691	478,200	267,861	746,061	790,109	0	790,109	30,643	0	30,643
911 Dispatch Center	811,912	1,854,791	356,674	2,211,465	2,084,989	0	2,084,989	938,388	938,388	0
Parking	302,196	782,100	0	782,100	651,665	0	651,665	432,631	49,026	383,605
Recreation	120,259	408,500	39,206	447,706	507,585	0	507,585	60,380	11,561	48,819
MultipSports	10,612	152,160	0	152,160	152,090	0	152,090	10,682	0	10,682
Ice Breaker Run	26,097	72,400	0	72,400	70,853	0	70,853	27,644	0	27,644
Civic Center Events	147,323	379,325	265,913	645,238	631,890	0	631,890	160,671	28,848	131,823
Special State Projects	0	383,402	0	383,402	383,402	0	383,402	0	0	0
Port Authority	132,388	0	0	0	0	0	0	132,388	132,388	0
<b>Enterprise Funds Total</b>	<b>32,636,942</b>	<b>37,879,250</b>	<b>929,654</b>	<b>38,808,904</b>	<b>50,586,308</b>	<b>0</b>	<b>50,586,308</b>	<b>20,859,538</b>	<b>11,502,822</b>	<b>9,356,716</b>
<b>Internal Service Funds</b>										
Central Garage	2,437,981	3,319,709	0	3,319,709	2,736,836	0	2,736,836	3,020,854	2,140,772	880,082
Information Tech	269,080	1,454,384	0	1,454,384	1,474,362	0	1,474,362	249,102	148,953	100,149
Insurance & Safety	605,759	1,194,558	0	1,194,558	1,252,124	0	1,252,124	548,193	0	548,193
Health & Benefits	(605,574)	10,391,928	0	10,391,928	10,375,082	0	10,375,082	(588,728)	0	(588,728)
Human Resources	204,805	552,116	0	552,116	703,760	0	703,760	53,161	0	53,161
City Telephone	32,585	65,796	0	65,796	59,730	0	59,730	38,651	0	38,651
Finance	340,476	1,804,089	0	1,804,089	2,004,092	0	2,004,092	140,473	0	140,473
Engineering	158,136	1,698,454	63,143	1,761,597	1,740,031	0	1,740,031	179,702	62,251	117,451
Public Works Admin	283,779	637,685	0	637,685	655,415	0	655,415	266,049	5,271	260,778
Civic Center Facility Services	227,943	604,043	0	604,043	635,172	0	635,172	196,814	97,116	99,698
<b>Internal Service Funds Total</b>	<b>3,954,970</b>	<b>21,722,762</b>	<b>63,143</b>	<b>21,785,905</b>	<b>21,636,604</b>	<b>0</b>	<b>21,636,604</b>	<b>4,104,271</b>	<b>2,454,363</b>	<b>1,649,908</b>
<b>Total</b>	<b>58,612,886</b>	<b>112,339,917</b>	<b>2,059,551</b>	<b>114,399,468</b>	<b>126,879,886</b>	<b>2,059,551</b>	<b>128,939,437</b>	<b>44,072,917</b>	<b>22,930,885</b>	<b>21,142,032</b>



**Item:** Resolution 10294, Vacating 11<sup>th</sup> Street South between Block 468 and Block 469; and a Non-Administrative Plat to aggregate Lots 1-14 of Block 468 and Lots-1-14 of Block 469, Great Falls Original Townsite.

**From:** Brad Eatherly, Planner I

**Initiated By:** Great Falls Public Schools

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

**Action Requested:** City Commission conduct public hearing, adopt Resolution 10294, and approve the amended plat, per the Findings of Fact.

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**Public Hearing:**

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
  2. Mayor closes public hearing and asks the will of the Commission.
- 

**Suggested Motion:**

Commissioner moves:

I. "I move that the City Commission (adopt/deny) Resolution 10294."

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

If Motion I is made in the affirmative, then;

II. "I move that the City Commission (approve/deny) the amended plat aggregating the properties legally described as Lots 1-14, Block 468, and Lots 1-14, Block 469, Great Falls Original Townsite, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant."

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

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**Staff Recommendation:** At the conclusion of a non-public hearing held on May 14, 2019, the Planning Advisory Board recommended the City Commission approve the Amended Plat to aggregate the subject properties with the following conditions of approval:

**Conditions of Approval:**

1. Amended Plat. Provide a revised plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff; and
2. Easements. The submitted plat shall contain all easements required by the City of Great Falls. The applicant shall provide all necessary information to the City to determine such easements prior to recording of the submitted plat.

**Summary:**

The applicant, Great Falls Public Schools, has submitted an application for a petition to vacate 11<sup>th</sup> Street South between Block 468 and Block 469 of the Great Falls Original Townsite. The purpose of the vacation request is to aggregate all the District's properties within Block 468 and 469 to facilitate construction of the replacement Longfellow School building. The right of way vacation and lot aggregation are required by the City to ensure that the new school building does not encroach over the platted lot lines and ultimately complies with building setback requirements.

**Background:****Vacation of 11<sup>th</sup> Street South – Resolution 10294**

The original construction of Longfellow Elementary School was completed in 1950. The school building, which has just been demolished, was constructed on property that encompasses two city blocks. The City Commission did take previous action in 1948 to vacate 7<sup>th</sup> Alley South, but has never taken action to vacate 11<sup>th</sup> Street South. The resolution to vacate 11<sup>th</sup> Street South is required in order for the applicant to aggregate all parcels into a single lot for development. Since the applicant owns the parcels to the east and west of the right-of-way and the proposed school is to be constructed upon the existing right-of-way, the applicant has submitted a request for vacation. The Planning Advisory Board reviewed the aggregation request at its May 14, 2019 meeting. The City Commission did take action at its June 8, 2019 meeting to approve Resolution 10293 – a Resolution of Intention to vacate 11<sup>th</sup> Street right-of-way.

This development is one of the cornerstone projects being funded by the approximately \$100 million bond approved by Cascade County voters in 2017.

**Non-Administrative Plat**

Because construction of the new school building is proposed to cross over many existing parcel boundaries and create a code compliance issue with City building setback requirements, staff directed the applicant to also submit a request to aggregate the 28 lots into a single development tract of 5.763 acres. This will include the previously vacated 7<sup>th</sup> Alley South right-of-way and the to-be-vacated 11<sup>th</sup> Street South right-of-way.

The aggregation is required to go through the amended plat process because Montana Code Annotated (MCA) 76-3-207 (2) (a) states:

Within a platted subdivision filed with the county clerk and recorder, a division, redesign, or rearrangement of lots that results in an increase in the number of lots or that redesigns or rearranges six or more lots must be reviewed and approved by the governing body before an amended plat may be filed with the county clerk and recorder.

The amended plat has been reviewed by staff and complies with the requirements of the subdivision regulations. The newly created parcel will encompass the entirety of Blocks 468 and 469.

**Fiscal Impact:** If the Commission decides to vacate the right of way, there will be no negative effect to the City considering the previous school building was built upon the right of way in 1950.

The proposed lot aggregation request creates no fiscal impact for the City. The property is fully served by city utilities and street infrastructure. Since the former school site is simply being replaced by a new school building, impacts to City services will be similar.

**Alternatives:** The City Commission could deny any portion of the applicant's request. If such action is taken, the Commission must develop alternative findings to support such a denial decision.

**Concurrences:** Representatives from the City's Public Works and Fire Departments have been involved throughout project discussions with the applicant, and will continue throughout the permit approval process. These two departments, along with the City's Building Department, are currently reviewing a permit for the building shell and site improvements. In association with the review of the amended plat, Planning staff will continue coordinating with Public Works staff to ensure that all appropriate utility easements are granted.

**Attachments/Exhibits:**

Resolution 10294 – Attachment A  
Owner's Request to Vacate  
Draft Amended Plat  
Findings of Fact - Subdivision

**RESOLUTION 10294**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, VACATING 11<sup>TH</sup> STREET SOUTH BETWEEN BLOCK 468 AND BLOCK 469, GREAT FALLS ORIGINAL TOWNSITE, AS SHOWN IN EXHIBIT “A,” AND IN ACCORDANCE WITH THE PROVISIONS OF MONT. CODE ANN. § 7-3-4448.**

\* \* \* \* \*

**WHEREAS**, the subdivision plat of the Great Falls Original Townsite dedicated an eighty (80) foot wide right-of-way for 11<sup>th</sup> Street South between Block 468 and Block 469; and

**WHEREAS**, Great Falls Public Schools owns the properties on both sides of said right-of-way and has submitted a petition to have said 11<sup>th</sup> Street South vacated; and

**WHEREAS**, it is determined retention of 11<sup>th</sup> Street South between Block 468 and Block 469 for access by the public is not needed, and an easement will suffice to accommodate public and private utilities, both buried and overhead, existing in said Right-of-Way; and

**WHEREAS**, at its regular meeting held on June 18, 2019, the City Commission of the City of Great Falls, Montana, passed and adopted Resolution 10293, titled:

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE 11TH STREET SOUTH BETWEEN BLOCK 468 AND BLOCK 469, GREAT FALLS ORIGINAL TOWNSITE, IN ACCORDANCE WITH THE PROVISIONS OF MONT. CODE ANN. § 7-3-4448, AND DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW; and

**WHEREAS**, notice was provided pursuant to Mont. Code Ann. § 7-3-4448(2); and

**WHEREAS**, a public hearing was held by the City Commission of the City of Great Falls, Montana, on the 16<sup>th</sup> day of July, 2019, at 7:00 o'clock p.m. in the Commission Chambers of the Civic Center, 2 Park Drive South, Great Falls, Montana, where said Commission heard all persons relative to the proposed vacation of 11th Street South between Block 468 and Block 469, Great Falls Original Townsite.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA**, that 11<sup>th</sup> Street South, between Block 468 and Block 469, Great Falls Original Townsite, is hereby vacated.

**BE IT FURTHER RESOLVED BY SAID CITY COMMISSION**, that an Amended Plat of Lots 1-14, Block 468 and Lots 1-14, Block 469, of the Great Falls Original Townsite as well as the vacated right-of-way, has been prepared which reflects the aggregation of said parcels and the requested vacated right-of-way.

**BE IT FURTHER RESOLVED BY SAID CITY COMMISSION**, that this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

**PASSED AND ADOPTED**, by the City Commission of the City of Great Falls, Montana, on this 16<sup>th</sup> day of July, 2019.

---

Bob Kelly, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

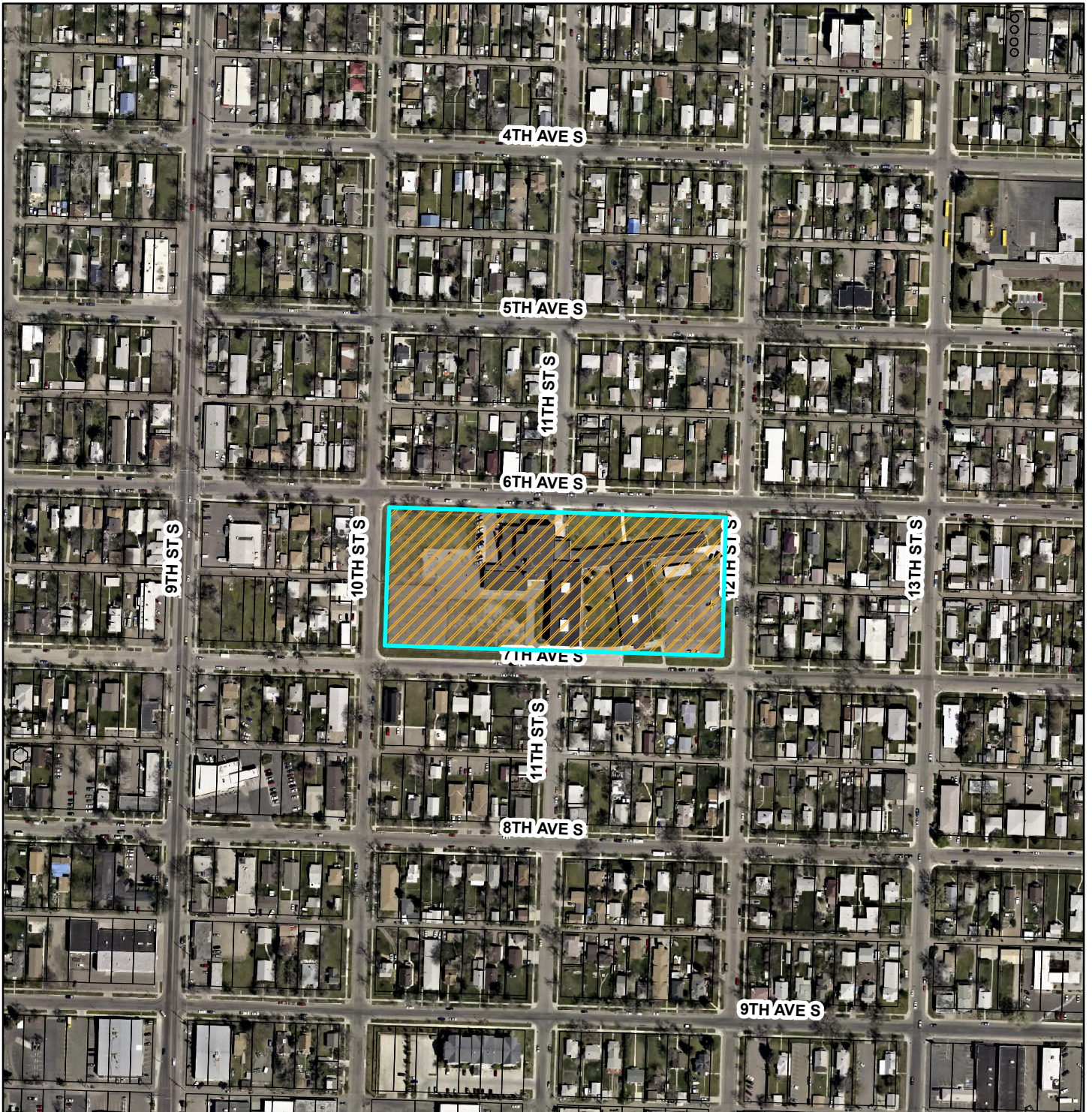
(CITY SEAL)


APPROVED FOR LEGAL CONTENT:


---

Sara Sexe, City Attorney

# AERIAL MAP



 Subject Property

 City Limits

360 180 0 360 Feet



N





# Great Falls Public Schools

District Offices • 1100 4<sup>th</sup> Street South • P.O. Box 2429 • Great Falls, Montana 59403  
406.268.6052 • www.gfps.k12.mt.us

March 18, 2019

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

Re: Petition to Vacate 11<sup>th</sup> Street South between 6<sup>th</sup> and 7<sup>th</sup> Avenue South  
(Longfellow Elementary School Site)

We, the undersigned, are asking the City Commission of the City of Great Falls to vacate 11<sup>th</sup> Street South between 6<sup>th</sup> and 7<sup>th</sup> Avenue South. This portion of 11<sup>th</sup> Street South is located between City Blocks 468 and 469 of the 1<sup>st</sup> Addition to the Great Falls Townsite which are 100% owned by Great Falls Public School District. The procedure to vacate streets is outlined in the Montana Code Annotated 7-3-4448.

Longfellow Elementary School is currently located on these blocks as well as built over 11<sup>th</sup> Street South that is being requested to vacate. During construction of the current school, a vacation of the 7<sup>th</sup> Avenue South alley between 12<sup>th</sup> Street South and 10<sup>th</sup> Street South was recorded, but the street vacation was omitted. This request addresses that omission. This omission was found due to a new school being planned for the site to replace the existing school.

Owners:

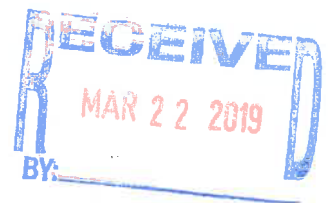
Authorized Signature:

Date:

Great Falls Public School District

  
\_\_\_\_\_  
Brian Patrick  
Director of Business Operations

3-18-19

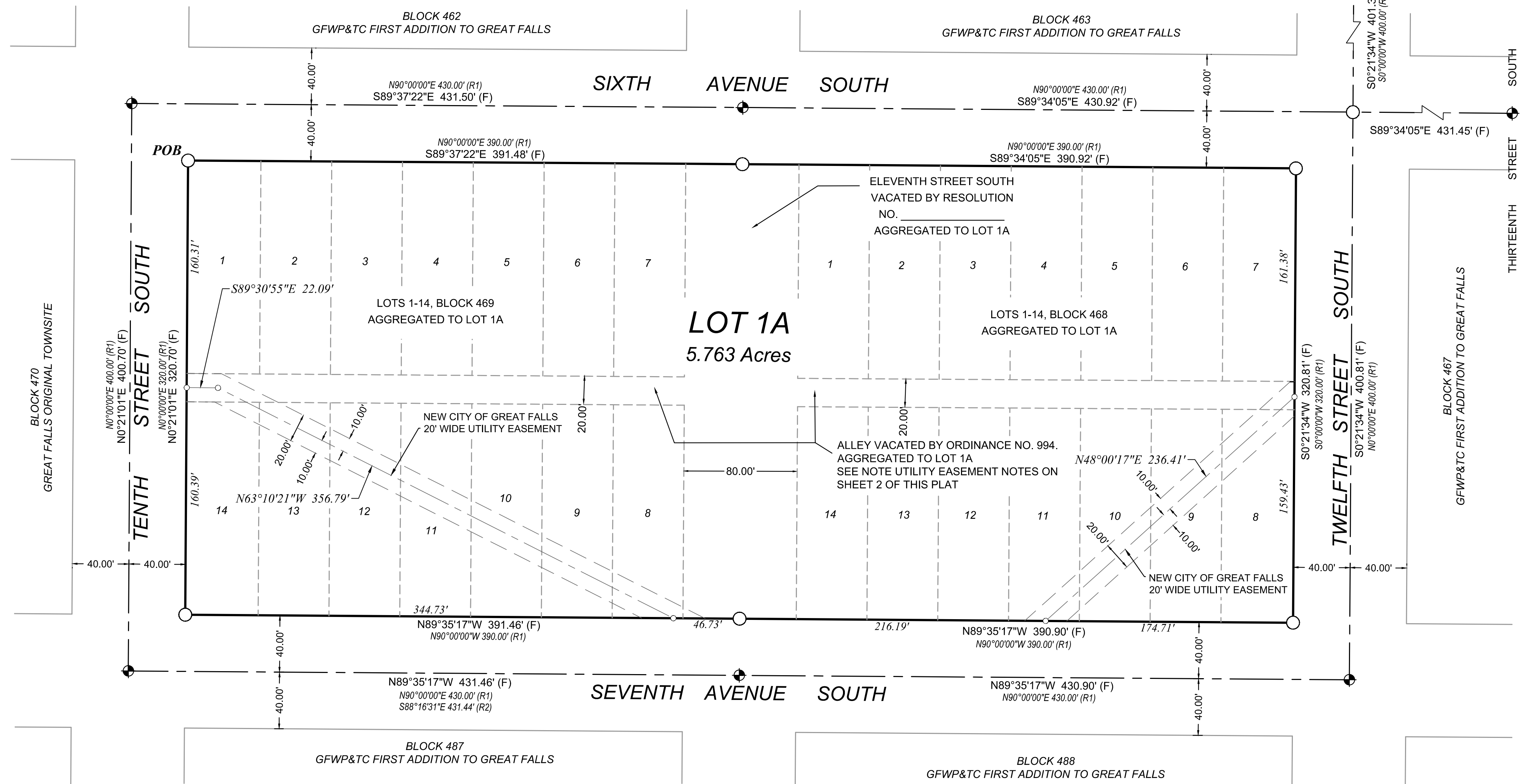


Vision Statement: All kids are engaged in learning today. . . for life tomorrow.  
Mission Statement: We successfully educate students to navigate their future.



# AMENDED PLAT OF BLOCK 468 AND BLOCK 469 OF THE PLAT OF GREAT FALLS WATER POWER AND TOWN-SITE COMPANY'S FIRST ADDITION TO GREAT FALLS TOWNSITE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 3 EAST, PRINCIPAL MERIDIAN, MONTANA, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA.

Purpose of Survey: Aggregation of Lots    Survey Commissioned By: Great Falls Public Schools    Dates of Survey: October, 2018 - March, 2019

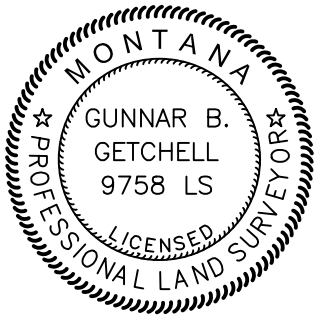


**LEGEND**

- Found 1-1/2-inch brass street monument set in monument box at street intersection
- Set 5/8x24-inch rebar with a 2-inch aluminum cap marked "MORRISON-MAIERLE INC. 9758LS"
- Calculated point
- POB** Point of Beginning
- (R1) Record courses per Plat of Great Falls Water Power, and Town-Site Company's First Addition to Great Falls Townsite
- (R2) Record courses per Document No. P-2018-0000022 PL, records of Cascade County, Montana
- (F) Found courses this survey
- GFWP&TC Great Falls Water Power and Town-Site Company's
- Prior Boundary Lines to be Eliminated

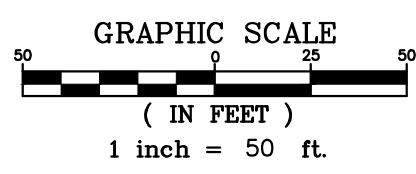
**CERTIFICATE OF SURVEYOR**

I, Gunnar B. Getchell, a Montana licensed Professional Land Surveyor, do hereby certify that this survey was performed under my supervision in accordance with the provisions of the Montana Subdivision and Platting Act (76-3-101 through 76-3-625, MCA) and the regulations adopted under that Act.



**BASIS OF BEARINGS**

Bearings are geodetic, derived from GNSS observations with survey-grade receivers and referenced to true meridian at NAD83 north latitude 47°29'51.52" and west longitude 111°17'24.96", near the southwest corner of Lot 1A.



 engineers • surveyors • planners • scientists	1321 8th Avenue North, Suite 104 Great Falls, MT 59401 Phone: 406.454.1513 www.m-m.net		1/4 SEC. SE	SECTION 12	TOWNSHIP 20N	RANGE 3E
	FIELD WORK: <u>TAW</u> DRAWN BY: <u>JJR</u> CHECKED BY: <u>GBG</u>		DATE: <u>3/15/2019</u> SCALE: <u>1"=50</u> PROJ. #: <u>445807800</u>		PRINCIPAL MERIDIAN, MONTANA CASCADE COUNTY, MONTANA PLOTTED DATE: <u>Mar/15/2019</u> PLOTTED BY: <u>gunnar b. getchell</u> CLIENT: <u>LPW Architecture</u> SHEET <u>1</u> OF <u>2</u>	
DRAWING NAME: Q:\4458 LPW\GTF Longfellow\ACAD\Survey\Longfellow Amended Plat.dwg						105

**AMENDED PLAT OF BLOCK 468 AND BLOCK 469 OF THE PLAT OF GREAT FALLS WATER  
POWER AND TOWN-SITE COMPANY'S FIRST ADDITION TO GREAT FALLS TOWNSITE,  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 3 EAST, PRINCIPAL  
MERIDIAN, MONTANA, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA.**

**CERTIFICATE OF LANDOWNER**

I, the undersigned representative for Great Falls Public Schools, do hereby certify that the purpose of this survey is to aggregate lots and portions of vacated alley and street rights-of-way into Lot 1A, and is therefore exempt from review as a subdivision under the Montana Subdivision and Platting Act pursuant to Section 76-3-207(1) (f), MCA: "aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas".

I further certify that Lot 1A is exempt from DEQ review pursuant to 17.36.605(3) ARM: "Aggregations of parcels are not subdivisions subject to review, except that an aggregation is subject to review under 76-4-130, MCA, if any parcel included in the aggregation has a previous approval issued under Title 76, chapter 4, part 1, MCA."

\_\_\_\_\_  
Great Falls Public Schools by \_\_\_\_\_  
the \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public for the State of \_\_\_\_\_, personally appeared the above named persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**PERIMETER BOUNDARY LEGAL DESCRIPTION OF LOT 1A**

Block 468 and Block 469 of the PLAT OF GREAT FALLS WATER POWER AND TOWN-SITE COMPANY'S FIRST ADDITION TO GREAT FALLS TOWNSITE, together with the vacated portion of Eleventh Street South between Sixth Avenue South and Seventh Avenue South, and the alleys in said Blocks, located in the southeast quarter of Section 12, Township 20 North, Range 3 East, P.M.,M., City of Great Falls, Cascade County, Montana, being more particularly described as follows:

Beginning at the northwest corner of said Block 469, monumented with a 5/8-inch by 24-inch rebar topped with a 2-inch aluminum cap, thence S89°37'22"E 391.48 feet along the south right-of way line Sixth Avenue South; thence continuing along said south right-of-way S89°34'05"E 390.92 feet to the northeast corner of said Block 468; thence S0°21'34"W 320.81 feet along the west right-of-way line of Twelfth Street South to the southeast corner of said Block 468; thence N89°35'17"W 390.90 feet along the north right-of-way of Seventh Avenue South, thence continuing along said north right-of-way N89°35'17"W 391.46 feet to the southwest corner of said Block 469; thence N0°21'01"E 320.70 feet along the east right-of way of Tenth Street South to the Point of Beginning, containing 5.763 acres, more or less, and subject to any easements of record or apparent on the ground.

**CERTIFICATE OF PUBLIC WORKS DIRECTOR**

I, Jim Reardon, Public Works Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying plat and the survey it represents, find that the same conforms to regulations governing the platting of lands and presently platted adjacent land, as near as circumstances will permit, do hereby approve the same.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Jim Reardon, Public Works Director  
City of Great Falls, Montana

**CERTIFICATE OF CITY COMMISSION**

I, Gregory T. Doyon, City Manager of the City 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, Montana, at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Gregory T. Doyon, City Manager  
City of Great Falls, Montana

**CERTIFICATE OF GREAT FALLS PLANNING BOARD**

We, the undersigned, Peter Fontana, President of the Great Falls Planning Board, City of Great Falls, Montana, and Craig Raymond, Secretary of said Great Falls Planning Board, do hereby certify that the accompanying plat has been submitted to the said Great Falls Planning Board, for the examination by them and was approved at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Peter Fontana, President  
Great Falls Planning Board

\_\_\_\_\_  
Craig Raymond, Secretary  
Great Falls Planning Board

**CERTIFICATE OF TREASURER**


I, Jamie Bailey, Cascade County Treasurer, do hereby certify pursuant to Section 76-3-207(3) M.C.A., that all real property taxes and special assessments assessed and levied on the land have been paid.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Cascade County Treasurer

**UTILITY EASEMENT NOTES**

- 1) The alley through Block 468 and Block 469 was vacated by Ordinance No. 994 December 27, 1948. The "right of any public utility to construct and continue to maintain its plant and equipment in and upon the alley" was retained in Resolution No. 994. That right is released by the City Commission's approval and the filing of this amended plat.
- 2) The new utility easements labeled "NEW CITY OF GREAT FALLS 20' WIDE UTILITY EASEMENT" are hereby created and accepted with the City Commission's approval and the filing of this amended plat.

 <p><b>Morrison Maierle</b> engineers • surveyors • planners • scientists</p>	<p>1 Engineering Place Helena, MT 59602 Phone: 406.442.3050 www.m-m.net</p>	1/4 SEC.	SECTION	TOWNSHIP	RANGE
		SE	12	20N	3E
<p>FIELD WORK: <u>TAW</u> DRAWN BY: <u>JJR</u> CHECKED BY: <u>GBG</u></p>		<p>DATE: <u>3/15/2019</u> SCALE: <u>1"=50</u> PROJ. #: <u>4458007800</u></p>		<p>PRINCIPAL MERIDIAN, MONTANA CASCADE COUNTY, MONTANA PLOTTED DATE: <u>Mar/15/2019</u> PLOTTED BY: <u>gunnar b. getchell</u> CLIENT: <u>LPW Architecture</u> SHEET <u>2</u> OF <u>2</u></p>	
DRAWING NAME: Q:\4458 LPW\GTF Longfellow\ACAD\Survey\Longfellow Amended Plat.dwg					106

**FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT**

Amended plat of Block 468 and Block 469 of the Plat of the Great Falls Water Power and Town-Site Company’s First Addition to Great Falls Townsite, located in the SE1/4 of Section 12, Township 20 North, Range 3 East, PM, City of Great Falls, Cascade County, Montana and the right-of-way of 11<sup>th</sup> Street South.

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

**PRIMARY REVIEW CRITERIA:**

**Effect on Agriculture and Agricultural Water User Facilities:** The property has been utilized as an elementary school since 1950, thus the proposed project site will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

**Effect on Local Services:** Existing City water and sewer mains are located nearby the subject property and can be accessed by the owner. The owner will provide the required submittals to the Public Works Department for review of all public infrastructure as well as all onsite utilities and stormwater facilities. The subject property is currently within the City limits and is therefore receiving law enforcement and fire protection service from the City of Great Falls.

**Effect on the Natural Environment:** Development of the proposed site is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the development will need to be detained in the northwest portion of the property before entering the City’s existing storm system. The design of on-site utilities will be reviewed and approved by the Public Works Department.

**Effect on Wildlife and Wildlife Habitat:** Existing development surrounds the subject property. This is not in an area of significant wildlife habitat beyond occasional migrating fowl.

**Effect on Public Health and Safety:** Based on available information, the proposed lots to be aggregated are not subject to abnormal natural hazards nor potential man-made hazards. Staff has already discussed sidewalk, bus pick-up/drop-off, and crosswalk improvements with the applicant’s design team. As a result, development of the proposed site will not have a negative effect on Public Health and Safety.

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

The parcel that will be created by the applicant’s proposed aggregated request meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

**EASEMENT FOR UTILITIES**

The developer shall provide necessary utility easements to accommodate water mains, sanitary sewer mains, stormwater facilities, and private utilities to serve the proposed lots.

**LEGAL AND PHYSICAL ACCESS**

Legal and physical access to the proposed development will be from 10<sup>th</sup> Street South, 12<sup>th</sup> Street South, 6<sup>th</sup> Avenue South, and 7<sup>th</sup> Avenue South. These are all existing streets that are currently in City limits and are maintained by the City of Great Falls.



Agenda #: 22  
Commission Meeting Date: July 16, 2019

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**\*AMENDED\***

**Item:** Labor Agreement between City of Great Falls and City of Great Falls Public Employees Crafts Council.

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

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

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

**Action Requested:** Ratification of the Proposed Collective Bargaining Agreement (CBA) with the City of Great Falls Public Employees Crafts Council.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the City of Great Falls Public Employees Crafts Council.”

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

---

**Staff Recommendation:**

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the City of Great Falls Public Employees Crafts Council, which consists of 149 employees across four departments – Administration, Planning & Community Development, Park and Recreation, and Public Works.

**Summary:**

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable articles throughout the agreement.

**Representing the City:**

Chuck Anderson, Deputy City Manager  
Sara Sexe, City Attorney  
Gaye McInerney, HR Director  
Jim Rearden, Public Works Director  
Steve Herrig, Park & Recreation Director  
Mike Judge, Utilities Manager

**Representing the Crafts Council:**

Jim Stone, Teamsters Business Rep.  
Brian Boland, Laborers Business Rep.  
John Johnson, Operators Business Rep.  
Troy Buhl, Machinists Business Rep.  
Alan Thomas, Teamster (Sanitation)  
Pat Habel, Laborer (Utilities)

Kenny Jorgensen, Streets Manager  
 Doug Alm, Fleet Manager  
 Ross Bartell, Sanitation Manager  
 Wayne Lovelis, Water Plant Manager

Ben Boland, Teamsters (Street)  
 Mike Lovec, Operators (Water Plant)  
 Cody Lattin, Operators (Street)  
 Tony Osterman, Machinist (Fleet)

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

**Article 9: Hours of Work:** Stand-by time was increased from four (4) to five (5) hours at regular hourly rate for every twenty-four (24) hours an employee is on Stand-by.

**Article 13: Holidays:** In the case of the Water Plant’s 24/7 operation, employees will be paid at one and one-half (1½) times the regular hourly rate plus holiday pay only if they work the actual holiday not the holiday designated by the City.

**Article 19 – Medical Insurance:** MMIA raised the health insurance premiums for the City of Great Falls by 10.6 percent. This resulted in a 10 percent increase to the employee premiums. The City still maintains the 90/10 percent cost sharing with the City paying 90 percent and the employee paying 10 percent of the health premiums.

	7/1/19			
	A	B	C	
Coverage	City Contribution added to base	Additional City Contribution not in base	Employee Contribution	Incremental Increase Over 2018 Rates
Employee (EE)	\$783		\$ 54.60	\$ 4.96
EE & Child(ren)	\$783	\$ 432.23	\$135.03	\$ 12.30
EE & Spouse	\$783	\$ 596.70	\$153.30	\$ 90.65
EE & Family	\$783	\$1,127.12	\$212.24	\$125.42

**Article 25.1: Meals:** Meal reimbursements were increased from twelve dollars (\$12.00) to fifteen dollars (\$15.00) in cases of overtime shift work.

**Schedule A:** Reflects the negotiated wages with a 2.75 percent cost of living adjustment (COLA) for each year of the contract.

**Schedule B:** Section 1, Shift Differential. Differentials were increased from seventy-five cents (\$.75) to one dollar (\$1.00) per hour for evening shifts and from one dollar (\$1.00) to ~~two dollars~~ **one dollar and twenty-five cents** (\$1.25) per hour for midnight to morning shifts.

**Fiscal Impact:**

The financial impact of a 2.75 percent COLA increase for each year of the two-year contract is approximately \$371,387.

**Alternatives:**

The City Commission may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue collective bargaining process.

**Concurrences:**

The Crafts Council members voted to ratify the contract language in June 2019.

**Attachments/Exhibits:**

Proposed Labor Agreement

**AGREEMENT**

**BETWEEN**

**CITY OF GREAT FALLS**

**AND**

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

**July 1, 2019 - June 30, 2021**



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# AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 Local #88, 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 the UNION. For 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. "Regular employee" means an employee who is designated by the CITY as a regular, non-temporary employee, who has satisfied any applicable probation period(s) and who has attained or is eligible to attain regular 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 regular status; is terminated at the end of the employment period; and is not eligible to become a regular employee without a competitive selection process. Temporary employees will not be used to eliminate a regular full-time position or delay filling a full-time vacated position.
- D. "Part-time employee" means an employee who normally works less than forty (40) hours a week.
- E. "Full-time employee" means an employee who normally works forty (40) hours a week.
- F. "Lead worker" means a person assigned a temporary supervisory function who is responsible for carrying out the instruction set by their immediate supervisor only during those times where a supervisor is absent. A lead worker has no hiring, firing or disciplinary authority.
- G. 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.
- H. Work Schedule means five (5) days, Monday through Friday, except for special work schedules, as set forth in 9.1.
- I. Work Week means Sunday 12:00 a.m. through Saturday 11:59 p.m.

## 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 Mont. Code Ann. §39-31-204, 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, at the CITY's discretion, 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, to be approved by division manager.
- 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. The UNION will provide the CITY with the names of new UNION officers, terms of office and contact information within thirty (30) days after elections.
- 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 for UNION members 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, and/or the CITY may "lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

## ARTICLE 6

### MANAGEMENT RIGHTS:

Under Mont. Code Ann. §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.

Within ten (10) days of the CITY's receiving notice of a potential violation by an employee, the CITY will provide that employee with notice of the investigation.

## **ARTICLE 7**

### **EMPLOYEE RIGHTS/GRIEVANCE:**

7.1 Grievances 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, except CITY holidays) of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday-Friday, except CITY holidays) to respond to the employee and/or Steward.

Step 2. If the employee is not satisfied with the response from the Supervisor, the employee and/or Steward shall contact the UNION, and the UNION shall, within ten (10) working days (Monday-Friday, except CITY holidays) of the response of the Supervisor in Step 1, reduce the grievance to writing and submit the grievance to the Division Supervisor. The Division Supervisor and the UNION Representative shall meet within ten (10) working days (Monday-Friday, except CITY holidays) to discuss the grievance and attempt to resolve the grievance. The Division Supervisor shall have five (5) working days (Monday-Friday, except CITY holidays) from the date of the meeting to respond to the UNION with his/her decision in writing.

Step 3. If the UNION is not satisfied with the response from the Division Supervisor, the UNION may within ten (10) working days (Monday-Friday, except CITY holidays) submit the grievance, in writing, to the Department Head. The Department Head shall respond back to the UNION within five (5) working days (Monday-Friday, except CITY holidays), 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 UNION is not satisfied with the response from the Department

Head, the UNION may within ten (10) working days (Monday-Friday, except CITY holidays) submit the grievance in writing to the City Manager or his designee. The City Manager or his designee shall respond in writing back to the UNION within ten (10) working days (Monday-Friday, except CITY holidays) 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, except CITY holidays), convene, at a mutually agreed date, time and place, a joint committee of two (2) representatives of the UNION and two (2) representatives from the CITY to hear the grievance. The committee shall render a decision within five (5) working days (Monday-Friday, except CITY holidays) from the date of the hearing.

Step 6. If the grievance is not settled in Step 5, either party may within ten (10) working days (Monday-Friday, except CITY holidays) submit the written grievance to Alternative Dispute Resolution (Third Party Resolution) to 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 regarding the value of the economic effect or impact and regarding the grievance, 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, unless the terms and conditions are found to be contrary to applicable law. 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 equally by the parties,; however, each party shall be responsible for compensating its own representatives and

witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, at its own cost. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Step 7. If the grievance is not settled in Step 6, either party may seek further judicial determination.

At any stage of the process, the UNION, employee and/or the CITY may attempt to mutually settle or resolve the grievance.

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 Human Resources Department shall maintain the official personnel files of each employee. Supervisors or management representatives will keep no other official personnel record. This provision shall not restrict said supervisors or management representatives 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 official personnel file if there have been no repeated offenses or other formal disciplinary problems within a one (1) year period from the date of the original disciplinary action, upon the written 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.

## **ARTICLE 9**

### HOURS OF WORK AND OVERTIME:

9.1 Subject to the special work schedules set forth herein, the normal work schedule 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 schedule to equitably allow for overtime work opportunities, 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 week.

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 regular 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 regular full-time employee will be given the opportunity of working thirty-two (32) hours in each work week specified herein. Holidays, but not sick or vacation days, 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 five (5) hours standby time at his regular hourly rate for every twenty-four (24) hours he is on standby and five (5) 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".

9.6 Employees who are scheduled to report for a shift change with less than eight (8) hours between shifts shall be paid time and one-half (1½) for four (4) hours of the second shift.

9.7 The CITY may allow a regularly scheduled forty (40) hour work schedule consisting of four (4) consecutive ten (10) hour days and a normal lunch period of one-half (1/2) hour at mid-shift, which is unpaid. In such instance, overtime will be paid after ten (10) hours per day and after forty (40) straight time hours per work week. The ten hour shifts will be scheduled by mutual agreement between the CITY Department Head or Division Supervisor and the UNION representatives of the affected employees, subject to operational needs. A two-week notice will be provided prior to moving to the four (4) ten (10) schedule, unless mutually agreed upon by the CITY and the UNION.

Holiday, sick, and vacation pay shall be (10) hours when working ten (10) hour shifts under this schedule.

9.8 The following applies to Street Division employees:

9.8.1 The winter season overtime list would remain due to the mixed number of Craft employees on different shifts. This overtime list would not be by Craft but by division. This list would become effective when the 24-hour shift work begins in late fall and go out of effect when the 24-hour shift work ends in early spring.

9.8.2 The overtime list for the summer season would be established by rotating individuals in their respective Craft. In essence, there would be a separate overtime list for each Craft. These overtime lists would be in effect when the 24-hour shift work ended in the spring and continue until the 24-hour shift work started again in late fall. If an overtime position cannot be filled within a Craft, a

crossover may be required.

9.8.3 Temporary employees will not be placed on the summer season overtime list but may be utilized for overtime if a regular employee is not available.

9.9 The following applies to Park & Recreation overtime while operating equipment in non-emergency situations only:

9.9.1. Overtime for special events or projects other than normal work will be assigned by continual rotation seniority within the division. The most senior employee will be offered overtime first until the schedule is complete. The next time overtime will be assigned by seniority with the continual rotation. Employees working or voluntarily passing an overtime shift will be placed on the bottom of the list, thus, allowing an equal opportunity for those less senior employees wishing to work overtime.

9.9.2. Employees on leave for sick, vacation, military or other than active status, will not be eligible for overtime.

9.9.3. When an employee is working an assigned project or task, which requires overtime to complete, the same employee will be allowed the overtime necessary to complete the work regardless of their seniority standing in the division or on the rotation schedule.

9.9.4. If a project, job, or equipment requires special skills to perform or operate, only employees possessing the required skills will be offered the overtime, based on seniority.

9.9.5. Those employees wishing not to work extra overtime will be allowed that option as long as other personnel within the division are available. In emergency

situations, all employees may be required to work overtime regardless of seniority standing.

## 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) pay, 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 and are paid their regular rate for time worked. Employees will receive at least fourteen (14) days advance notice prior to a change in his/her normal work schedule.
- 10.4 Bargaining unit members who are required to make calls outside 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 (1/2) 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 (1/2) 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 regular 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) resignation; (b) retirement; (c) discharge; (d) failure to report after layoff within fourteen (14) calendar days to the craft and division where an employee's seniority was gained, following written notification to employee and UNION to return to work sent by the CITY by mail to the employee's last known address; (e) absence from CITY employment for layoff for twelve (12) or more months; or (f) absence from CITY employment due to an on-the-job injury for twelve (12) months.
- 11.4 No new regular 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 (Monday-Friday, except CITY holidays), and send bargaining unit position announcements to the UNIONS if Human Resources receives written notice of where to send them and to whom.

## **ARTICLE 12**

### PROBATIONARY PERIODS:

- 12.1 All newly hired or rehired employees will serve satisfactorily a six (6) month probationary period upon initial placement in a position.
- 12.2 All employees will serve a six (6) month probationary period, after promotion, transfer or reassignment, in any dissimilar job in which the employee has not served a probationary period.
- 12.3 When an employee's performance is considered marginal or unsatisfactory by the CITY, an additional reasonable 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.

In the case of the Water Plant's 24/7 operation, employees will be paid at one and one-half (1½) times the regular hourly rate plus holiday pay only if they work the actual holiday listed above not the holiday designated by the City. Holidays, listed above, falling on an employee's regular day 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.

- 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 (ANNUAL LEAVE):

- 14.1 Vacation shall be earned and accumulated as provided in the Montana Codes Annotated.
- 14.2 Vacation time earned but not used at the time of termination shall be paid the employee at his/her base pay. Vacation time shall be granted at the time requested 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/her vacation time; also he/she shall be given a choice of a split vacation if he/she so desires.
- 14.3 Vacations shall be bulletined so that vacations start on January 1 and end on December 31 of each year. If an employee desires to take his/her vacation other than the period requested he/she must contact his/her immediate supervisor and arrange for same. All vacations are to be based on each employee's anniversary day of hire.
- 14.4 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.
- 14.5 In the case of vacation schedules, seniority shall govern by division with the most senior employee given first choice of when he/she shall take his/her vacation, which shall not exceed two vacation periods. Selection of vacation schedules will proceed for remaining employees, based upon seniority. The definition of vacation period is any time within a Division's work week.
- On employees' second choice of vacation schedules, the same selection process as with the first choices applies. Seniority shall apply on the vacation selections for first and



second choices.

- 14.6 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 the vacation does not 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, unless the leave qualifies under FMLA. "Immediate family" shall mean: employee's spouse, children, mother, father, sisters, brothers, grandparents or grandchildren, corresponding in-laws, and other member residing in an employee's household; and
  4. When there is a death in the immediate family, up to five (5) days sick leave may be granted, unless the leave qualifies under FMLA.
- 15.3 A medical provider's report may be required for any paid sick leave in excess of one (1)

working day except in the case of sick leave abusers where a medical provider'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 the reason for absence at least 30 minutes prior to shift to his (her) division head or immediate supervisor.
2. If the absence is for more than one (1) day in length, the employee must keep his (her) division head informed of his (her) condition.

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 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 requires 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 and requested through Human Resources. The maximum amount an employee can receive or donate is fifteen (15) days in a calendar year.

15.7 Death Benefits. All personnel shall receive Public Employees' Retirement System death benefits.

15.8 Sick leave pay to the extent it has been earned, may be integrated by employee request, with payments under any state workers compensation program, so as not to permit the

employee to receive more than the equivalent of forty (40) hours' gross pay at the employee's regular straight time hourly rate of pay for any time in which employee is off of work. All usual deductions will be taken from the applicable sick leave pay.

## ARTICLE 16

### LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENT:

16.1 Employees receiving workers' compensation wage loss benefits that have been released to light duty/temporary alternative duty assignment must inform their immediate supervisor or division head by 5:00 PM on the next work day after being released that he/she is able to report to work for light duty. Failing to notify the immediate supervisor or division head may subject the employee to suspension of workers' compensation wage loss benefits under the workers' compensation laws of Montana, and the employee may be subject to disciplinary action.

16.2 The light duty/temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating medical provider. The employee will be required to perform work throughout the CITY for which the employee may be capable and qualified.

At the discretion of the CITY, the injured employee may be required to submit to a medical examination at any time by a medical provider selected by the CITY at the CITY'S expense.

## **ARTICLE 17**

### **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 18**

### **REST BREAK:**

- 18.1 All employees shall be given one (1) paid, fifteen (15) minute rest period during each four (4) hours of work, which will be taken by mutual agreement between the employee and the immediate supervisor in each department.
- 18.2 Sanitation & Street Divisions may combine the two break periods in order to take one thirty (30) minutes break.

## **ARTICLE 19**

### **HEALTH BENEFITS:**

- 19.1 The CITY agrees to provide non-occupational health insurance or risk-pooled indemnity coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.
- 19.2 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.

- 19.3 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.
- 19.4 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 CITY.
- 19.5 CITY contribution amount included in base wages for retirement enhancement purposes shall be capped at the current contribution rate of \$783/month (Column A below).
- 19.6 Any additional premium charges after 7/1/18 and all increases in premiums through June 30, 2021 will be shared at a provider standard rate with the CITY paying 90% (ninety percent) of the premium and the employee paying 10% (ten percent) of the premium.

	7/1/19		
	A	B	C
Coverage	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee (EE)	\$783	\$ 0.00	\$ 54.60
EE & Child(ren)	\$783	\$ 432.23	\$135.03
EE & Spouse	\$783	\$ 596.70	\$153.30
EE & Family	\$783	\$1,127.12	\$212.24

- 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 of the added benefits with no obligation to negotiate.
- b. The CITY shall be at liberty to make an independent selection of the insurance or indemnity carrier, including the option of partially or fully self-funding with no obligation to negotiate.

## ARTICLE 20

### SAFETY AND WELFARE:

- 20.1 The health and safety of employees shall be reasonably protected while in the service of the CITY. The CITY shall carry Industrial Accident Insurance or risk pooled indemnity coverage on employees.
- 20.2 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.
- 20.3 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, or at a minimum, quarterly safety meetings for each division upon request.

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

## **ARTICLE 21**

### **SEVERANCE PAY:**

Any regular 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 resigning or voluntarily terminating employment with the CITY will give a minimum of fourteen (14) calendar days written notice; if they fail to do so, they will be considered terminated not in good standing and will not be eligible for rehire.

## **ARTICLE 22**

### **POSTING OF STATE LAW:**

All State Laws, referred to in this Agreement will be made available at the Human

Resources Department in the Civic Center.

### **ARTICLE 23**

#### **JURY DUTY:**

An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the CITY. Juror fees shall be applied against the wages due to the employee from the CITY. An employee may elect to charge the juror time off as annual leave and not remit the juror fees to the CITY. The CITY may request the Court to excuse an employee summoned for jury duty if needed for proper operations of the CITY. An employee dismissed before two (2:00) p.m. will be required to report back to work if not on annual leave.

### **ARTICLE 24**

#### **LEAVE OF ABSENCE WITHOUT PAY:**

It is understood and agreed by the parties hereto that the CITY may grant a leave(s) of absence to employees of up to one (1) year, provided, however, that during such leave, 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 Department.



## ARTICLE 25

### MEAL:

- 25.1 In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime he shall be provided or reimbursed \$15.00 for a meal by the CITY and be given a reasonable amount of time to eat the meal. Payment will be included in the employee's semi-monthly payroll check.
- 25.2 Employees called out after regular working hours or on scheduled days off will be provided with meals as follows: first meal after two (2) hours overtime, another meal after each additional five (5) hours of work.
- 25.3 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 meals as scheduled above. Employee will not be paid for time utilized to eat over one-half (½) hour.
- 25.4 For health purposes, all employees shall be provided clean up facilities prior to meals.
- 25.5 When applicable, Street & Sanitation Divisions employees will eat meals after the end of the work shift. An additional one-half (1/2) hour will be paid with the meal allowance in accordance with the contract. Meals in this case may be taken at the employee's leisure.

## ARTICLE 26

### LONGEVITY:

- 26.1 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.
- 26.2 Longevity Plan: Subsequent to the completion of ten (10) full years of employment,

employees who otherwise qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY ALLOWANCE</u>
After 10.0 years through the end of the 15th year	\$20.00 per month
After 15.0 years through the end of the 20th year	\$40.00 per month
After 20.0 years through the end of the 25th year	\$60.00 per month
After 25.0 years through the end of the 30th year	\$80.00 per month
After 30.0 years or more years	\$100.00 per month

26.3 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 will be paid separately to the employee, subject to all usual withholding and deductions.

#### **ARTICLE 27**

##### NON-DISCRIMINATION POLICY:

The UNION and the CITY agree to cooperate in Non-Discrimination Program to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of age, race, religion, sex, national origin, marital status, public assistance status, or any other status protected by state or federal law. The CITY shall not discriminate against any employee for his/her political beliefs or their involvement in political actions.

#### **ARTICLE 28**

##### WAIVER AND AMENDMENT CLAUSE:

No past practices, policies, or rules or prior agreements shall alter the intent or the meaning of the specific articles of this Agreement. 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 29**

### **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 30**

### **DURATION:**

This Agreement shall continue in full force and effect until June 30, 2021. 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, 2021 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.

### **ARTICLE 31**

#### **JOB RECLASSIFICATION:**

The UNIONS have the right to individually, by Craft, fill out the appropriate forms supplied by the CITY to request a review of their respective craft's classifications, on a position by position basis. Blanket or all inclusive positions will not be accepted or considered.

The Unions have the right to present any/all information during such process and will be afforded the opportunity to respond to any questions, as deemed necessary. The participating Craft will be notified, in writing, of the CITY's decision and rationale.

### **ARTICLE 32**

#### **EVENTS MAINTENANCE WORKERS:**

32.1 A regular work day for the regular, full-time Maintenance Worker I position in the Events division of Administration may consist of ten (10) hours. In such instance, overtime will be paid after ten (10) hours per day or after forty (40) straight time hours per work week. The regular work week will consist of forty (40) hours.

32.2 The shift schedule will be posted at least five (5) days prior to the end of the month for the work in the following month.

### **ARTICLE 33**

#### **COMMITTEES:**

33.1 An employee representative from the Crafts Council will be invited to attend the Health

Insurance Committee meetings as a non-voting member. The Crafts Council will notify the CITY of its official Health Insurance Committee representative.

#### **ARTICLE 34**

##### **TEMPORARY GOLF LABORERS:**

- 34.1 Temporary Golf Laborer rate of pay will be listed in Schedule A.
- 34.2 Returning Temporary Golf Laborers will be offered the opportunity to apply for other openings in the Parks & Recreation Department if deemed to be qualified.

#### **ARTICLE 35**

##### **COMPENSATORY TIME:**

Golf Superintendents will be allowed to accrue up to 240 hours of compensatory time. For every hour worked in excess of 40 in a work week, an hour and a half (1½) of compensatory time will be accrued. Compensatory time must be used prior to the beginning of the next golf season unless there is separation of employment prior to the beginning of the golf season, at which time, any unused compensatory time will be cashed out.

#### **ARTICLE 36**

##### **WATER PLANT WORK WEEK DEFINITION AND CALLOUT PROCEDURE:**

- 36.1 The work week for the Water Treatment Plant Operator I and II positions will begin each Friday at 11:00 p.m. and continue until the following Friday at 11:00 p.m. The work week will not change when the Operator is working the Utility shift.
- 36.2 When an Operator is unable to work their assigned shift, and that shift falls on a Saturday

or Sunday, attempts will be made to contact all of the Operators that are on days off including the Operator on days off prior to an Operating shift and the Operator(s) on days off prior to a Utility shift.

Operators will be contacted in seniority order and asked to fill the shift. When an Operator fills a shift in this situation, and that shift is on their normal day off, the Operator will be given the choice of taking a different day off during the same work week, if the plant work schedule allows. Overtime and/or callout pay for this shift will be in accordance with the UNION contract, state and federal requirements.

This procedure only applies to short duration events (i.e., only one or two shifts will need to be filled) or events of unknown duration (i.e., if it is not clear that an Operator will be away from work for more than one or two shifts).

## Crafts Schedule A as of 7/01/19

Union	Job Title	New Hire Step 1	6 months Step 2	12 months Step 3	Employees Grandfathered
<b>CARPENTERS</b>	Carpenter	\$ 20.9382	\$ 22.0418	\$ 23.1454	
<b>LABORERS</b>	Arborist	\$ 16.5894	\$ 17.4905	\$ 18.3916	
Pension \$2.00 plus \$1.57 to Pension Rehab Effective 9/1/18 per LOU #10	Arborist, Senior	\$ 17.3523	\$ 18.2958	\$ 19.2392	
	Customer Service Rep.	\$ 18.0605	\$ 19.0433	\$ 20.0261	
	Facility Foreman	\$ 21.1056	\$ 22.1979	\$ 23.2902	
	Facility Worker	\$ 16.8614	\$ 17.7775	\$ 18.6936	
	Forestry Foreman	\$ 21.1056	\$ 22.1979	\$ 23.2902	
	Golf Superintendent	\$ 23.6743	\$ 24.7666	\$ 25.8589	
	Irrigation Specialist	\$ 17.3523	\$ 18.2958	\$ 19.2392	
	Maintenance Worker I (L)	\$ 16.5894	\$ 17.4905	\$ 18.3916	
	Meter Mechanic	\$ 17.3527	\$ 18.2962	\$ 19.2396	
	Meter Reader	\$ 16.5894	\$ 17.4905	\$ 18.3916	
No increase to pension other than rehab	Park Maintenance Mechanic	\$ 17.3523	\$ 18.2958	\$ 19.2392	
	Parks Foreman	\$ 21.1056	\$ 22.1979	\$ 23.2902	
	Parks/Golf Maintenance Worker I	\$ 16.5894	\$ 17.4905	\$ 18.3916	
	Parks/Golf Maintenance Worker II	\$ 17.3523	\$ 18.2958	\$ 19.2392	
	Pool Specialist	\$ 18.0605	\$ 19.0433	\$ 20.0261	
	Inventory Control Specialist (L)	\$ 17.3527	\$ 18.2962	\$ 19.2396	
	Traffic Specialist (L)	\$ 17.2143	\$ 18.1501	\$ 19.0858	
	Utility Foreman I	\$ 20.2110	\$ 21.2536	\$ 22.2962	
	Utility Foreman II	\$ 21.1056	\$ 22.1979	\$ 23.2902	
	Utility Maintenance Work I (L)	\$ 16.5894	\$ 17.4905	\$ 18.3916	
	Utility Maintenance Work II (L)/Pipelayer	\$ 18.0605	\$ 19.0433	\$ 20.0261	
	Trails Coordinator	\$ 21.1056	\$ 22.1979	\$ 23.2902	
	Temporary Irrigator			\$ 13.3483	
	Temporary Laborer			\$ 16.4039	
	<b>Machinists</b>	Master Mechanic	\$ 18.9421	\$ 19.9738	\$ 21.0056
Pension total \$3.20/hr, \$.08 to pension rehab effective 7/1/19	Vehicle Services Mechanic (M)	\$ 17.9818	\$ 18.9602	\$ 19.9386	
	Water Plant Machinist/Fabricator	\$ 18.9421	\$ 19.9738	\$ 21.0056	
	Plant Maintenance Mechanic Foreman	\$ 21.3666	\$ 22.4734	\$ 23.5802	
	Vehicle Maintenance Foreman	\$ 21.3666	\$ 22.4734	\$ 23.5802	
Machinist deferred \$.20 to increase pension 7/1/19 - in lieu of wages					
<b>Operators</b>	Custodian I	\$ 14.7947	\$ 15.5903	\$ 16.3859	\$ 18.3026
Pension total \$3.50/hr effective 7/1/19	Custodian II	\$ 15.0445	\$ 15.8540	\$ 16.6635	\$ 18.7266
	Custodian, Senior	\$ 15.5838	\$ 16.4232	\$ 17.2626	\$ 19.1797
	Civil Engineering Technician	\$ 20.2843	\$ 21.3252	\$ 22.3662	
	Environmental Compliance Technician	\$ 20.2843	\$ 21.3252	\$ 22.3662	
	Foreman I	\$ 20.2843	\$ 21.3252	\$ 22.3662	
	Foreman II	\$ 21.1788	\$ 22.2695	\$ 23.3602	
Operators deferred .15 to increase pension 7/1/19 - pension contribution in lieu of wages	Maintenance Worker II (O)	\$ 17.7412	\$ 18.7006	\$ 19.6600	
	Vehicle Services Mechanic (O)	\$ 17.7808	\$ 18.7424	\$ 19.7039	
	Vehicle Services Foreman	\$ 20.2843	\$ 21.3252	\$ 22.3662	
	Traffic Specialist (O)	\$ 17.2876	\$ 18.2217	\$ 19.1558	
	Water Plant Operator I	\$ 17.8935	\$ 18.8613	\$ 19.8291	
	Water Plant Operator II	\$ 18.7275	\$ 19.7417	\$ 20.7558	
	Master Mechanic	\$ 18.7542	\$ 19.7698	\$ 20.7855	
	Quality Control Technician/Foreman II	\$ 21.1788	\$ 22.2695	\$ 23.3602	
	Stormwater Environmental Compliance Technician	\$ 20.2843	\$ 21.3252	\$ 22.3662	
<b>Teamsters</b>	Vehicle Services Technician	\$ 17.1020	\$ 18.0176	\$ 18.9331	
Pension total \$3.35/hr effective 7/1/19	Maintenance Work I - Street	\$ 17.0488	\$ 17.9612	\$ 18.8738	
	Maintenance Worker II - Sanitation	\$ 17.1677	\$ 18.0868	\$ 19.0060	
	Inventory Control Specialist (T)	\$ 17.4179	\$ 18.3509	\$ 19.2840	
Teamsters deferred .20 to increase pension 7/1/19 - pension contribution in lieu of wages	Utility Maintenance Worker I (T)	\$ 17.0488	\$ 17.9612	\$ 18.8738	
	Utility Maintenance Worker II (T)	\$ 18.2838	\$ 19.2650	\$ 20.2461	
	Vehicle Services Attendant	\$ 13.4973	\$ 14.2126	\$ 14.9278	\$ 16.8878
	Foreman I - Sanitation	\$ 20.4343	\$ 21.4751	\$ 22.5161	
	Foreman II - Sanitation	\$ 21.3288	\$ 22.4195	\$ 23.5102	
	Equipment Maintenance Technician	\$ 16.8126	\$ 17.7121	\$ 18.6115	

## Crafts Schedule A as of 9/01/19

Union	Job Title	New Hire Step 1	6 months Step 2	12 months Step 3	Employees Grandfathered
<b>CARPENTERS</b>	Carpenter	\$ 20.9382	\$ 22.0418	\$ 23.1454	
<b>LABORERS</b>	Arborist	\$ 16.2294	\$ 17.1305	\$ 18.0316	
Pension \$2.00 plus \$1.93 to Pension Rehab Effective 9/1/19 per LOU #10	Arborist, Senior	\$ 16.9923	\$ 17.9358	\$ 18.8792	
	Customer Service Rep.	\$ 17.7005	\$ 18.6833	\$ 19.6661	
	Facility Foreman	\$ 20.7456	\$ 21.8379	\$ 22.9302	
	Facility Worker	\$ 16.5014	\$ 17.4175	\$ 18.3336	
	Forestry Foreman	\$ 20.7456	\$ 21.8379	\$ 22.9302	
	Golf Superintendent	\$ 23.3143	\$ 24.4066	\$ 25.4989	
	Irrigation Specialist	\$ 16.9923	\$ 17.9358	\$ 18.8792	
	Maintenance Worker I (L)	\$ 16.2294	\$ 17.1305	\$ 18.0316	
	Meter Mechanic	\$ 16.9927	\$ 17.9362	\$ 18.8796	
	Meter Reader	\$ 16.2294	\$ 17.1305	\$ 18.0316	
No increase to pension other than rehab	Park Maintenance Mechanic	\$ 16.9923	\$ 17.9358	\$ 18.8792	
	Parks Foreman	\$ 20.7456	\$ 21.8379	\$ 22.9302	
	Parks/Golf Maintenance Worker I	\$ 16.2294	\$ 17.1305	\$ 18.0316	
	Parks/Golf Maintenance Worker II	\$ 16.9923	\$ 17.9358	\$ 18.8792	
	Pool Specialist	\$ 17.7005	\$ 18.6833	\$ 19.6661	
	Inventory Control Specialist (L)	\$ 16.9927	\$ 17.9362	\$ 18.8796	
	Traffic Specialist (L)	\$ 16.8543	\$ 17.7901	\$ 18.7258	
	Utility Foreman I	\$ 19.8510	\$ 20.8936	\$ 21.9362	
	Utility Foreman II	\$ 20.7456	\$ 21.8379	\$ 22.9302	
	Utility Maintenance Work I (L)	\$ 16.2294	\$ 17.1305	\$ 18.0316	
	Utility Maintenance Work II (L)/Pipelayer	\$ 17.7005	\$ 18.6833	\$ 19.6661	
	Trails Coordinator	\$ 20.7456	\$ 21.8379	\$ 22.9302	
	Temporary Irrigator			\$ 13.3483	
	Temporary Laborer			\$ 16.4039	
	<b>Machinists</b>	Master Mechanic	\$ 18.9421	\$ 19.9738	\$ 21.0056
Pension total \$3.20/hr, \$.08 to pension rehab effective 7/1/19	Vehicle Services Mechanic (M)	\$ 17.9818	\$ 18.9602	\$ 19.9386	
	Water Plant Machinist/Fabricator	\$ 18.9421	\$ 19.9738	\$ 21.0056	
	Plant Maintenance Mechanic Foreman	\$ 21.3666	\$ 22.4734	\$ 23.5802	
	Vehicle Maintenance Foreman	\$ 21.3666	\$ 22.4734	\$ 23.5802	
Machinist deferred \$.20 to increase pension 7/1/19 - in lieu of wages					
<b>Operators</b>	Custodian I	\$ 14.7947	\$ 15.5903	\$ 16.3859	\$ 18.3026
Pension total \$3.50/hr effective 7/1/19	Custodian II	\$ 15.0445	\$ 15.8540	\$ 16.6635	\$ 18.7266
	Custodian, Senior	\$ 15.5838	\$ 16.4232	\$ 17.2626	\$ 19.1797
	Civil Engineering Technician	\$ 20.2843	\$ 21.3252	\$ 22.3662	
	Environmental Compliance Technician	\$ 20.2843	\$ 21.3252	\$ 22.3662	
	Foreman I	\$ 20.2843	\$ 21.3252	\$ 22.3662	
	Foreman II	\$ 21.1788	\$ 22.2695	\$ 23.3602	
Operators deferred .15 to increase pension 7/1/19 - pension contribution in lieu of wages	Maintenance Worker II (O)	\$ 17.7412	\$ 18.7006	\$ 19.6600	
	Vehicle Services Mechanic (O)	\$ 17.7808	\$ 18.7424	\$ 19.7039	
	Vehicle Services Foreman	\$ 20.2843	\$ 21.3252	\$ 22.3662	
	Traffic Specialist (O)	\$ 17.2876	\$ 18.2217	\$ 19.1558	
	Water Plant Operator I	\$ 17.8935	\$ 18.8613	\$ 19.8291	
	Water Plant Operator II	\$ 18.7275	\$ 19.7417	\$ 20.7558	
	Master Mechanic	\$ 18.7542	\$ 19.7698	\$ 20.7855	
	Quality Control Technician/Foreman II	\$ 21.1788	\$ 22.2695	\$ 23.3602	
	Stormwater Environmental Compliance Technician	\$ 20.2843	\$ 21.3252	\$ 22.3662	
<b>Teamsters</b>	Vehicle Services Technician	\$ 17.1020	\$ 18.0176	\$ 18.9331	
Pension total \$3.35/hr effective 7/1/19	Maintenance Work I - Street	\$ 17.0488	\$ 17.9612	\$ 18.8738	
	Maintenance Worker II - Sanitation	\$ 17.1677	\$ 18.0868	\$ 19.0060	
	Inventory Control Specialist (T)	\$ 17.4179	\$ 18.3509	\$ 19.2840	
Teamsters deferred .20 to increase pension 7/1/19 - pension contribution in lieu of wages	Utility Maintenance Worker I (T)	\$ 17.0488	\$ 17.9612	\$ 18.8738	
	Utility Maintenance Worker II (T)	\$ 18.2838	\$ 19.2650	\$ 20.2461	
	Vehicle Services Attendant	\$ 13.4973	\$ 14.2126	\$ 14.9278	\$ 16.8878
	Foreman I - Sanitation	\$ 20.4343	\$ 21.4751	\$ 22.5161	
	Foreman II - Sanitation	\$ 21.3288	\$ 22.4195	\$ 23.5102	
	Equipment Maintenance Technician	\$ 16.8126	\$ 17.7121	\$ 18.6115	



## Crafts Schedule A as of 5/31/20

Union	Job Title	New Hire Step 1	6 months Step 2	12 months Step 3	Employees Grandfathered	
<b>CARPENTERS</b>	Carpenter	\$ 20.9382	\$ 22.0418	\$ 23.1454		
<b>LABORERS</b>	Arborist	\$ 16.2294	\$ 17.1305	\$ 18.0316		
Pension \$2.00 plus \$1.93 to Pension Rehab Effective 9/1/19 per LOU #10	Arborist, Senior	\$ 16.9923	\$ 17.9358	\$ 18.8792		
	Customer Service Rep.	\$ 17.7005	\$ 18.6833	\$ 19.6661		
	Facility Foreman	\$ 20.7456	\$ 21.8379	\$ 22.9302		
	Facility Worker	\$ 16.5014	\$ 17.4175	\$ 18.3336		
	Forestry Foreman	\$ 20.7456	\$ 21.8379	\$ 22.9302		
	Golf Superintendent	\$ 23.3143	\$ 24.4066	\$ 25.4989		
	Irrigation Specialist	\$ 16.9923	\$ 17.9358	\$ 18.8792		
	Maintenance Worker I (L)	\$ 16.2294	\$ 17.1305	\$ 18.0316		
	Meter Mechanic	\$ 16.9927	\$ 17.9362	\$ 18.8796		
	Meter Reader	\$ 16.2294	\$ 17.1305	\$ 18.0316		
	No increase to pension other than rehab	Park Maintenance Mechanic	\$ 16.9923	\$ 17.9358	\$ 18.8792	
		Parks Foreman	\$ 20.7456	\$ 21.8379	\$ 22.9302	
		Parks/Golf Maintenance Worker I	\$ 16.2294	\$ 17.1305	\$ 18.0316	
		Parks/Golf Maintenance Worker II	\$ 16.9923	\$ 17.9358	\$ 18.8792	
Pool Specialist		\$ 17.7005	\$ 18.6833	\$ 19.6661		
Inventory Control Specialist (L)		\$ 16.9927	\$ 17.9362	\$ 18.8796		
Traffic Specialist (L)		\$ 16.8543	\$ 17.7901	\$ 18.7258		
Utility Foreman I		\$ 19.8510	\$ 20.8936	\$ 21.9362		
Utility Foreman II		\$ 20.7456	\$ 21.8379	\$ 22.9302		
Utility Maintenance Work I (L)		\$ 16.2294	\$ 17.1305	\$ 18.0316		
Utility Maintenance Work II (L)/Pipelayer		\$ 17.7005	\$ 18.6833	\$ 19.6661		
Trails Coordinator		\$ 20.7456	\$ 21.8379	\$ 22.9302		
Temporary Irrigator				\$ 13.3483		
Temporary Laborer				\$ 16.4039		
<b>Machinists</b>	Master Mechanic	\$ 18.8621	\$ 19.8938	\$ 20.9256		
Pension total \$3.20/hr, \$.16 to pension rehab effective 5/31/20	Vehicle Services Mechanic (M)	\$ 17.9018	\$ 18.8802	\$ 19.8586		
	Water Plant Machinist/Fabricator	\$ 18.8621	\$ 19.8938	\$ 20.9256		
	Plant Maintenance Mechanic Foreman	\$ 21.2866	\$ 22.3934	\$ 23.5002		
	Vehicle Maintenance Foreman	\$ 21.2866	\$ 22.3934	\$ 23.5002		
Machinist deferred \$.20 to increase pension 7/1/19 - in lieu of wages						
<b>Operators</b>	Custodian I	\$ 14.7947	\$ 15.5903	\$ 16.3859	\$ 18.3026	
Pension total \$3.50/hr effective 7/1/19	Custodian II	\$ 15.0445	\$ 15.8540	\$ 16.6635	\$ 18.7266	
	Custodian, Senior	\$ 15.5838	\$ 16.4232	\$ 17.2626	\$ 19.1797	
	Civil Engineering Technician	\$ 20.2843	\$ 21.3252	\$ 22.3662		
	Environmental Compliance Technician	\$ 20.2843	\$ 21.3252	\$ 22.3662		
	Foreman I	\$ 20.2843	\$ 21.3252	\$ 22.3662		
	Foreman II	\$ 21.1788	\$ 22.2695	\$ 23.3602		
Operators deferred .15 to increase pension 7/1/19 - pension contribution in lieu of wages	Maintenance Worker II (O)	\$ 17.7412	\$ 18.7006	\$ 19.6600		
	Vehicle Services Mechanic (O)	\$ 17.7808	\$ 18.7424	\$ 19.7039		
	Vehicle Services Foreman	\$ 20.2843	\$ 21.3252	\$ 22.3662		
	Traffic Specialist (O)	\$ 17.2876	\$ 18.2217	\$ 19.1558		
	Water Plant Operator I	\$ 17.8935	\$ 18.8613	\$ 19.8291		
	Water Plant Operator II	\$ 18.7275	\$ 19.7417	\$ 20.7558		
	Master Mechanic	\$ 18.7542	\$ 19.7698	\$ 20.7855		
	Quality Control Technician/Foreman II	\$ 21.1788	\$ 22.2695	\$ 23.3602		
	Stormwater Environmental Compliance Technician	\$ 20.2843	\$ 21.3252	\$ 22.3662		
<b>Teamsters</b>	Vehicle Services Technician	\$ 17.1020	\$ 18.0176	\$ 18.9331		
Pension total \$3.35/hr effective 7/1/19	Maintenance Work I - Street	\$ 17.0488	\$ 17.9612	\$ 18.8738		
	Maintenance Worker II - Sanitation	\$ 17.1677	\$ 18.0868	\$ 19.0060		
	Inventory Control Specialist (T)	\$ 17.4179	\$ 18.3509	\$ 19.2840		
Teamsters deferred .20 to increase pension 7/1/19 - pension contribution in lieu of wages	Utility Maintenance Worker I (T)	\$ 17.0488	\$ 17.9612	\$ 18.8738		
	Utility Maintenance Worker II (T)	\$ 18.2838	\$ 19.2650	\$ 20.2461		
	Vehicle Services Attendant	\$ 13.4973	\$ 14.2126	\$ 14.9278	\$ 16.8878	
	Foreman I - Sanitation	\$ 20.4343	\$ 21.4751	\$ 22.5161		
	Foreman II - Sanitation	\$ 21.3288	\$ 22.4195	\$ 23.5102		
	Equipment Maintenance Technician	\$ 16.8126	\$ 17.7121	\$ 18.6115		

## Crafts Schedule A as of 7/1/20

Union	Job Title	New Hire Step 1	6 months Step 2	12 months Step 3	Employees Grandfathered	
<b>CARPENTERS</b>	Carpenter	\$ 21.5140	\$ 22.6479	\$ 23.7819		
<b>LABORERS</b>	Arborist	\$ 16.7838	\$ 17.7097	\$ 18.6355		
Pension \$2.00 plus \$1.93 to Pension Rehab Effective 9/1/19 per LOU #10	Arborist, Senior	\$ 17.5677	\$ 18.5371	\$ 19.5064		
	Customer Service Rep.	\$ 18.2954	\$ 19.3052	\$ 20.3150		
	Facility Foreman	\$ 21.4241	\$ 22.5465	\$ 23.6688		
	Facility Worker	\$ 17.0633	\$ 18.0046	\$ 18.9459		
	Forestry Foreman	\$ 21.4241	\$ 22.5465	\$ 23.6688		
	Golf Superintendent	\$ 24.0635	\$ 25.1859	\$ 26.3082		
	Irrigation Specialist	\$ 17.5677	\$ 18.5371	\$ 19.5064		
	Maintenance Worker I (L)	\$ 16.7838	\$ 17.7097	\$ 18.6355		
	Meter Mechanic	\$ 17.5681	\$ 18.5376	\$ 19.5069		
	Meter Reader	\$ 16.7838	\$ 17.7097	\$ 18.6355		
	No increase to pension other than rehab	Park Maintenance Mechanic	\$ 17.5677	\$ 18.5371	\$ 19.5064	
		Parks Foreman	\$ 21.4241	\$ 22.5465	\$ 23.6688	
		Parks/Golf Maintenance Worker I	\$ 16.7838	\$ 17.7097	\$ 18.6355	
Parks/Golf Maintenance Worker II		\$ 17.5677	\$ 18.5371	\$ 19.5064		
Pool Specialist		\$ 18.2954	\$ 19.3052	\$ 20.3150		
Inventory Control Specialist (L)		\$ 17.5681	\$ 18.5376	\$ 19.5069		
Traffic Specialist (L)		\$ 17.4259	\$ 18.3874	\$ 19.3488		
Utility Foreman I		\$ 20.5050	\$ 21.5763	\$ 22.6476		
Utility Foreman II		\$ 21.4241	\$ 22.5465	\$ 23.6688		
Utility Maintenance Work I (L)		\$ 16.7838	\$ 17.7097	\$ 18.6355		
Utility Maintenance Work II (L)/Pipelayer		\$ 18.2954	\$ 19.3052	\$ 20.3150		
Trails Coordinator		\$ 21.4241	\$ 22.5465	\$ 23.6688		
Temporary Irrigator				\$ 13.7154		
Temporary Laborer			\$ 16.8550			
<b>Machinists</b>	Master Mechanic	\$ 19.4732	\$ 20.5333	\$ 21.5934		
Pension total \$3.20/hr, \$.16 to pension rehab effective 5/31/20	Vehicle Services Mechanic (M)	\$ 18.4865	\$ 19.4918	\$ 20.4971		
	Water Plant Machinist/Fabricator	\$ 19.4732	\$ 20.5333	\$ 21.5934		
	Plant Maintenance Mechanic Foreman	\$ 21.9644	\$ 23.1016	\$ 24.2388		
	Vehicle Maintenance Foreman	\$ 21.9644	\$ 23.1016	\$ 24.2388		
Machinist deferred \$.20 to increase pension 7/1/19 - in lieu of wages						
<b>Operators</b>	Custodian I	\$ 15.1478	\$ 15.9653	\$ 16.7828	\$ 18.7521	
Pension total \$3.65/hr effective 7/1/20	Custodian II	\$ 15.4045	\$ 16.2362	\$ 17.0680	\$ 19.1878	
	Custodian, Senior	\$ 15.9586	\$ 16.8211	\$ 17.6836	\$ 19.6534	
	Civil Engineering Technician	\$ 20.7883	\$ 21.8579	\$ 22.9276		
	Environmental Compliance Technician	\$ 20.7883	\$ 21.8579	\$ 22.9276		
	Foreman I	\$ 20.7883	\$ 21.8579	\$ 22.9276		
	Foreman II	\$ 21.7074	\$ 22.8281	\$ 23.9488		
Operators deferred .15 to increase pension 7/1/20 - pension contribution in lieu of wages	Maintenance Worker II (O)	\$ 18.1753	\$ 19.1611	\$ 20.1469		
	Vehicle Services Mechanic (O)	\$ 18.2161	\$ 19.2040	\$ 20.1920		
	Vehicle Services Foreman	\$ 20.7883	\$ 21.8579	\$ 22.9276		
	Traffic Specialist (O)	\$ 17.7092	\$ 18.6691	\$ 19.6288		
	Water Plant Operator I	\$ 18.3318	\$ 19.3263	\$ 20.3206		
	Water Plant Operator II	\$ 19.1888	\$ 20.2308	\$ 21.2729		
	Master Mechanic	\$ 19.2162	\$ 20.2597	\$ 21.3033		
	Quality Control Technician/Foreman II	\$ 21.7074	\$ 22.8281	\$ 23.9488		
	Stormwater Environmental Compliance Technician	\$ 20.7883	\$ 21.8579	\$ 22.9276		
<b>Teamsters</b>	Vehicle Services Technician	\$ 17.5144	\$ 18.4552	\$ 19.3958		
Pension total \$3.50/hr effective 7/1/20	Maintenance Work I - Street	\$ 17.4597	\$ 18.3973	\$ 19.3349		
	Maintenance Worker II - Sanitation	\$ 17.5820	\$ 18.5264	\$ 19.4708		
	Inventory Control Specialist (T)	\$ 17.8390	\$ 18.7977	\$ 19.7564		
Teamsters deferred .15 to increase pension 7/1/20 - pension contribution in lieu of wages	Utility Maintenance Worker I (T)	\$ 17.4597	\$ 18.3973	\$ 19.3349		
	Utility Maintenance Worker II (T)	\$ 18.7287	\$ 19.7369	\$ 20.7450		
	Vehicle Services Attendant	\$ 13.8106	\$ 14.5456	\$ 15.2804	\$ 17.2943	
	Foreman I - Sanitation	\$ 20.9383	\$ 22.0078	\$ 23.0774		
	Foreman II - Sanitation	\$ 21.8574	\$ 22.9781	\$ 24.0988		
	Equipment Maintenance Technician	\$ 17.2171	\$ 18.1413	\$ 19.0654		

## Crafts Schedule A as of 9/1/20

Union	Job Title	New Hire Step 1	6 months Step 2	12 months Step 3	Employees Grandfathered
<b>CARPENTERS</b>	Carpenter	\$ 21.5140	\$ 22.6479	\$ 23.7819	
<b>LABORERS</b>	Arborist	\$ 16.3838	\$ 17.3097	\$ 18.2355	
Pension \$2.00 plus \$2.33 to Pension Rehab Effective 9/1/20 per LOU #10	Arborist, Senior	\$ 17.1677	\$ 18.1371	\$ 19.1064	
	Customer Service Rep.	\$ 17.8954	\$ 18.9052	\$ 19.9150	
	Facility Foreman	\$ 21.0241	\$ 22.1465	\$ 23.2688	
	Facility Worker	\$ 16.6633	\$ 17.6046	\$ 18.5459	
	Forestry Foreman	\$ 21.0241	\$ 22.1465	\$ 23.2688	
	Golf Superintendent	\$ 23.6635	\$ 24.7859	\$ 25.9082	
	Irrigation Specialist	\$ 17.1677	\$ 18.1371	\$ 19.1064	
	Maintenance Worker I (L)	\$ 16.3838	\$ 17.3097	\$ 18.2355	
	Meter Mechanic	\$ 17.1681	\$ 18.1376	\$ 19.1069	
	Meter Reader	\$ 16.3838	\$ 17.3097	\$ 18.2355	
No increase to pension other than rehab	Park Maintenance Mechanic	\$ 17.1677	\$ 18.1371	\$ 19.1064	
	Parks Foreman	\$ 21.0241	\$ 22.1465	\$ 23.2688	
	Parks/Golf Maintenance Worker I	\$ 16.3838	\$ 17.3097	\$ 18.2355	
	Parks/Golf Maintenance Worker II	\$ 17.1677	\$ 18.1371	\$ 19.1064	
	Pool Specialist	\$ 17.8954	\$ 18.9052	\$ 19.9150	
	Inventory Control Specialist (L)	\$ 17.1681	\$ 18.1376	\$ 19.1069	
	Traffic Specialist (L)	\$ 17.0259	\$ 17.9874	\$ 18.9488	
	Utility Foreman I	\$ 20.1050	\$ 21.1763	\$ 22.2476	
	Utility Foreman II	\$ 21.0241	\$ 22.1465	\$ 23.2688	
	Utility Maintenance Work I (L)	\$ 16.3838	\$ 17.3097	\$ 18.2355	
	Utility Maintenance Work II (L)/Pipelayer	\$ 17.8954	\$ 18.9052	\$ 19.9150	
	Trails Coordinator	\$ 21.0241	\$ 22.1465	\$ 23.2688	
	Temporary Irrigator			\$ 13.7154	
	Temporary Laborer			\$ 16.8550	
	<b>Machinists</b>	Master Mechanic	\$ 19.4732	\$ 20.5333	\$ 21.5934
Pension total \$3.20/hr, \$.16 to pension rehab effective 5/31/20	Vehicle Services Mechanic (M)	\$ 18.4865	\$ 19.4918	\$ 20.4971	
	Water Plant Machinist/Fabricator	\$ 19.4732	\$ 20.5333	\$ 21.5934	
	Plant Maintenance Mechanic Foreman	\$ 21.9644	\$ 23.1016	\$ 24.2388	
	Vehicle Maintenance Foreman	\$ 21.9644	\$ 23.1016	\$ 24.2388	
Machinist deferred \$.20 to increase pension 7/1/19 - in lieu of wages					
<b>Operators</b>	Custodian I	\$ 15.1478	\$ 15.9653	\$ 16.7828	\$ 18.7521
Pension total \$3.65/hr effective 7/1/20	Custodian II	\$ 15.4045	\$ 16.2362	\$ 17.0680	\$ 19.1878
	Custodian, Senior	\$ 15.9586	\$ 16.8211	\$ 17.6836	\$ 19.6534
	Civil Engineering Technician	\$ 20.7883	\$ 21.8579	\$ 22.9276	
	Environmental Compliance Technician	\$ 20.7883	\$ 21.8579	\$ 22.9276	
	Foreman I	\$ 20.7883	\$ 21.8579	\$ 22.9276	
	Foreman II	\$ 21.7074	\$ 22.8281	\$ 23.9488	
Operators deferred .15 to increase pension 7/1/20 - pension contribution in lieu of wages	Maintenance Worker II (O)	\$ 18.1753	\$ 19.1611	\$ 20.1469	
	Vehicle Services Mechanic (O)	\$ 18.2161	\$ 19.2040	\$ 20.1920	
	Vehicle Services Foreman	\$ 20.7883	\$ 21.8579	\$ 22.9276	
	Traffic Specialist (O)	\$ 17.7092	\$ 18.6691	\$ 19.6288	
	Water Plant Operator I	\$ 18.3318	\$ 19.3263	\$ 20.3206	
	Water Plant Operator II	\$ 19.1888	\$ 20.2308	\$ 21.2729	
	Master Mechanic	\$ 19.2162	\$ 20.2597	\$ 21.3033	
	Quality Control Technician/Foreman II	\$ 21.7074	\$ 22.8281	\$ 23.9488	
	Stormwater Environmental Compliance Technician	\$ 20.7883	\$ 21.8579	\$ 22.9276	
<b>Teamsters</b>	Vehicle Services Technician	\$ 17.5144	\$ 18.4552	\$ 19.3958	
Pension total \$3.50/hr effective 7/1/20	Maintenance Work I - Street	\$ 17.4597	\$ 18.3973	\$ 19.3349	
	Maintenance Worker II - Sanitation	\$ 17.5820	\$ 18.5264	\$ 19.4708	
	Inventory Control Specialist (T)	\$ 17.8390	\$ 18.7977	\$ 19.7564	
Teamsters deferred .15 to increase pension 7/1/20 - pension contribution in lieu of wages	Utility Maintenance Worker I (T)	\$ 17.4597	\$ 18.3973	\$ 19.3349	
	Utility Maintenance Worker II (T)	\$ 18.7287	\$ 19.7369	\$ 20.7450	
	Vehicle Services Attendant	\$ 13.8106	\$ 14.5456	\$ 15.2804	\$ 17.2943
	Foreman I - Sanitation	\$ 20.9383	\$ 22.0078	\$ 23.0774	
	Foreman II - Sanitation	\$ 21.8574	\$ 22.9781	\$ 24.0988	
	Equipment Maintenance Technician	\$ 17.2171	\$ 18.1413	\$ 19.0654	

## Crafts Schedule A as of 5/31/21

Union	Job Title	New Hire	6 months	12 months	Employees Grandfathered
		Step 1	Step 2	Step 3	
<b>CARPENTERS</b>	Carpenter	\$ 22.1056	\$ 23.2708	\$ 24.4359	
<b>LABORERS</b>	Arborist	\$ 16.3838	\$ 17.3097	\$ 18.2355	
Pension \$2.00 plus \$2.33 to Pension Rehab Effective 9/1/20 per LOU #10	Arborist, Senior	\$ 17.1677	\$ 18.1371	\$ 19.1064	
	Customer Service Rep.	\$ 17.8954	\$ 18.9052	\$ 19.9150	
	Facility Foreman	\$ 21.0241	\$ 22.1465	\$ 23.2688	
	Facility Worker	\$ 16.6633	\$ 17.6046	\$ 18.5459	
	Forestry Foreman	\$ 21.0241	\$ 22.1465	\$ 23.2688	
	Golf Superintendent	\$ 23.6635	\$ 24.7859	\$ 25.9082	
	Irrigation Specialist	\$ 17.1677	\$ 18.1371	\$ 19.1064	
	Maintenance Worker I (L)	\$ 16.3838	\$ 17.3097	\$ 18.2355	
	Meter Mechanic	\$ 17.1681	\$ 18.1376	\$ 19.1069	
	Meter Reader	\$ 16.3838	\$ 17.3097	\$ 18.2355	
No increase to pension other than rehab	Park Maintenance Mechanic	\$ 17.1677	\$ 18.1371	\$ 19.1064	
	Parks Foreman	\$ 21.0241	\$ 22.1465	\$ 23.2688	
	Parks/Golf Maintenance Worker I	\$ 16.3838	\$ 17.3097	\$ 18.2355	
	Parks/Golf Maintenance Worker II	\$ 17.1677	\$ 18.1371	\$ 19.1064	
	Pool Specialist	\$ 17.8954	\$ 18.9052	\$ 19.9150	
	Inventory Control Specialist (L)	\$ 17.1681	\$ 18.1376	\$ 19.1069	
	Traffic Specialist (L)	\$ 17.0259	\$ 17.9874	\$ 18.9488	
	Utility Foreman I	\$ 20.1050	\$ 21.1763	\$ 22.2476	
	Utility Foreman II	\$ 21.0241	\$ 22.1465	\$ 23.2688	
	Utility Maintenance Work I (L)	\$ 16.3838	\$ 17.3097	\$ 18.2355	
	Utility Maintenance Work II (L)/Pipelayer	\$ 17.8954	\$ 18.9052	\$ 19.9150	
	Trails Coordinator	\$ 21.0241	\$ 22.1465	\$ 23.2688	
	Temporary Irrigator			\$ 13.7154	
	Temporary Laborer			\$ 16.8550	
	<b>Machinists</b>	Master Mechanic	\$ 19.3932	\$ 20.4533	\$ 21.5134
Pension total \$3.20/hr, \$.24 to pension rehab effective 5/31/21	Vehicle Services Mechanic (M)	\$ 18.4065	\$ 19.4118	\$ 20.4171	
	Water Plant Machinist/Fabricator	\$ 19.3932	\$ 20.4533	\$ 21.5134	
	Plant Maintenance Mechanic Foreman	\$ 21.8844	\$ 23.0216	\$ 24.1588	
	Vehicle Maintenance Foreman	\$ 21.8844	\$ 23.0216	\$ 24.1588	
Machinist deferred \$.20 to increase pension 7/1/19 - in lieu of wages					
<b>Operators</b>	Custodian I	\$ 15.1478	\$ 15.9653	\$ 16.7828	\$ 18.7521
Pension total \$3.65/hr effective 7/1/20	Custodian II	\$ 15.4045	\$ 16.2362	\$ 17.0680	\$ 19.1878
	Custodian, Senior	\$ 15.9586	\$ 16.8211	\$ 17.6836	\$ 19.6534
	Civil Engineering Technician	\$ 20.7883	\$ 21.8579	\$ 22.9276	
	Environmental Compliance Technician	\$ 20.7883	\$ 21.8579	\$ 22.9276	
	Foreman I	\$ 20.7883	\$ 21.8579	\$ 22.9276	
	Foreman II	\$ 21.7074	\$ 22.8281	\$ 23.9488	
Operators deferred .15 to increase pension 7/1/20 - pension contribution in lieu of wages	Maintenance Worker II (O)	\$ 18.1753	\$ 19.1611	\$ 20.1469	
	Vehicle Services Mechanic (O)	\$ 18.2161	\$ 19.2040	\$ 20.1920	
	Vehicle Services Foreman	\$ 20.7883	\$ 21.8579	\$ 22.9276	
	Traffic Specialist (O)	\$ 17.7092	\$ 18.6691	\$ 19.6288	
	Water Plant Operator I	\$ 18.3318	\$ 19.3263	\$ 20.3206	
	Water Plant Operator II	\$ 19.1888	\$ 20.2308	\$ 21.2729	
	Master Mechanic	\$ 19.2162	\$ 20.2597	\$ 21.3033	
	Quality Control Technician/Foreman II	\$ 21.7074	\$ 22.8281	\$ 23.9488	
	Stormwater Environmental Compliance Technician	\$ 20.7883	\$ 21.8579	\$ 22.9276	
<b>Teamsters</b>	Vehicle Services Technician	\$ 17.5144	\$ 18.4552	\$ 19.3958	
Pension total \$3.50/hr effective 7/1/20	Maintenance Work I - Street	\$ 17.4597	\$ 18.3973	\$ 19.3349	
	Maintenance Worker II - Sanitation	\$ 17.5820	\$ 18.5264	\$ 19.4708	
	Inventory Control Specialist (T)	\$ 17.8390	\$ 18.7977	\$ 19.7564	
Teamsters deferred .15 to increase pension 7/1/20 - pension contribution in lieu of wages	Utility Maintenance Worker I (T)	\$ 17.4597	\$ 18.3973	\$ 19.3349	
	Utility Maintenance Worker II (T)	\$ 18.7287	\$ 19.7369	\$ 20.7450	
	Vehicle Services Attendant	\$ 13.8106	\$ 14.5456	\$ 15.2804	\$ 17.2943
	Foreman I - Sanitation	\$ 20.9383	\$ 22.0078	\$ 23.0774	
	Foreman II - Sanitation	\$ 21.8574	\$ 22.9781	\$ 24.0988	
	Equipment Maintenance Technician	\$ 17.2171	\$ 18.1413	\$ 19.0654	

## 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: Employees who are required to work by the CITY during hours outside the day shift as designated by that employee's department, shall be paid in addition to the regular hourly wage, a shift differential of one dollar (\$1.00) per hour for the evening shift and one dollar and twenty-five cents (\$1.25) per hour for the midnight to morning shift. Employees assigned to special work schedules that cover a portion of both the evening and midnight shifts will be paid the appropriate shift differential for the number of hours on each shift. Employees will only be paid the shift differential for actual hours worked that shift.

For Street Division employees who work four (4) or more hours during a shift which is paid a differential and starting at 4:00 a.m., said employees shall receive the differential for all hours worked that shift.

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. UNION pension contribution amounts are noted on Schedule A. It is understood that the Program for Enhanced Early Requirement (PEER) contributions are not taken into consideration for benefit accrual purposes under the Pension Plan according to policies of the Western Conference of Teamsters Pension

- Trust. Also, the PEER rate must always be 6.5% of the basic pension rate and may not be decreased or discontinued.
3. LEAD WORKER: A lead worker, designated by the CITY, shall be paid one dollar (\$1.00) 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 Assistant Head Stationary Engineers and Custodians assigned to the Planning and 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 that clothing designated as necessary by Department. 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 to 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. TEMPORARY (SEASONAL) LABOR CLASSIFICATION: There will be two temporary (seasonal) labor classifications (see Schedule A):

The following will apply to these classifications:

- a. No pension contribution will be made for employees hired to work in these classifications after April 1, 2002.
- 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 Temporary (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/annual leave described in Article 14.
- e. 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.



## **SCHEDULE C**

Letters of understanding existing and current as of the date of this Agreement, and attached hereto.

1. LOU dated July 1, 2010 regarding the golf courses.
2. Addendum to Collective Bargaining Agreement (Laborers Pension Fund) dated June 5, 2019.
3. Email agreement dated October 6, 2014 regarding shift differential for Park and Recreation Department employees.
4. IAM National Pension Fund Preferred Schedule dated May 31, 2019.

## LETTER OF UNDERSTANDING

The parties signatory hereto, hereby agree to the following regarding the employees covered by the Laborers' Union at the golf courses:

1. The Seasonal Golf Laborer rate of pay will be listed in Schedule A
2. Returning Seasonal Golf Laborers will be offered the opportunity to apply for other openings in the Parks & Recreation Department if deemed to be qualified.
3. Greenskeepers will be allowed to accrue up to 240 hours of compensatory time. For every hour worked in excess of 40 in a work week, an hour and a half of compensatory time will be accrued. Compensatory time must be used prior to the beginning of the next golf season unless there's separation of employment prior to the beginning of the golf season; at that time, any unused compensatory time will be cashed out.

AGREED TO AND DATED THIS 1<sup>st</sup> DAY OF July, 2010.

CITY OF GREAT FALLS

LABORERS' LOCAL #1686

BY

BY

TITLE City Manager

TITLE Union Representative

**Laborers National Industrial Pension Preferred Schedule Rehabilitation Plan: Addendum**

**ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
CITY OF GREAT FALLS**

**AND**

**CITY OF GREAT FALLS PUBLIC EMPLOYEE CRAFT COUNCIL**

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of \$2.00 per hour shall be increased by 10% to the rate of **\$3.93** per hour effective **September 1st, 2019**. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
  - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates' required by this Schedule.
  - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option,

**Laborers National Industrial Pension Preferred Schedule Rehabilitation Plan: Addendum**

**ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
CITY OF GREAT FALLS  
AND**

**CITY OF GREAT FALLS PUBLIC EMPLOYEE CRAFT COUNCIL**

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of \$2.00 per hour shall be increased by 10% to the rate of **\$3.93** per hour effective **September 1st, 2019**. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
  - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates' required by this Schedule.
  - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option,

**Linda Williams**

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**From:** Linda Williams  
**Sent:** Monday, October 06, 2014 2:39 PM  
**To:** 'Jay Reardon'  
**Cc:** Melissa Kinzler; Cheryl Lucas; Rene Kempa; Liz Lee; Teamsters Local 2 Great Falls  
**Subject:** RE: Shift Differential for P&R

I think that works. Thank you so much!  
Linda

**From:** Jay Reardon [<mailto:jay@montanalaborers.com>]  
**Sent:** Monday, October 06, 2014 2:33 PM  
**To:** Linda Williams  
**Subject:** RE: Shift Differential for P&R

Linda see if this works

During the negotiations for a new collective bargaining agreement to cover July 1-2014-June 30 2016 between the City of Great Falls and the Public Employee Craft Council changes in the payment of shift differential were proposed by the Craft Council and accepted by the City of Great Falls. The intent of those agreed to changes was to provide employees with a shift differential if they were required by the employer to work outside their normal day shift hours when shift differential would apply. It was not the intent of the Craft council to propose or require the employer to pay shift differential for hours an employee worked during his/her regular day shift. For example an employee's regular dayshift begins at 6:00 AM and ends at 2 30 the employee would not be eligible for shift differential. If the employer required said employee to work outside those normal dayshift hours for example requiring the employee to report to work at 5 AM the employee would be eligible for shift differential between 5AM and his/her normal start time at 6 AM.

Jay Reardon  
Laborers Local 1686  
Great Falls Employee Craft Council Spokesperson

**From:** Linda Williams [<mailto:lwilliams@greatfallsmt.net>]  
**Sent:** Monday, October 06, 2014 1:12 PM  
**To:** 'Jay Reardon'  
**Subject:** Shift Differential for P&R  
**Importance:** High

Jay,

I need an email from you clarifying/documenting that the employees at the Park and Rec Department who normally start their shift at 6 am will not be receiving night shift differential from 6 -B. Park & Rec has their crews start early in the morning to be able to get off earlier to avoid working in the hottest part of the day.

The intent of the change in the shift differential language was to address the inspectors in Public Works who are required to work a different shift because of the contractor's schedule.

Thank you,  
Linda

City of Great Falls e-mails may be subject to Montana's Right To Know law (Article II Sec 9, Montana Constitution) and may be a Public Record (2-6-202, M.C.A.) and available for public inspection.



# IAM NATIONAL PENSION FUND

## MODEL LANGUAGE FOR ADOPTING REHABILITATION PLAN PREFERRED SCHEDULE

### SUPPLEMENTAL AGREEMENT BETWEEN

[ IAM LOCAL #88 ]

AND

[ CITY OF GREAT FALLS, MT ]

This Supplemental Agreement between <sup>IAM</sup> LOCAL #88 ("Union") and <sup>CITY OF</sup> GREAT FALLS ("Employer") supplements the parties' collective bargaining agreement (the "CBA") dated from 7/1/2018 through 6/30/2019

Effective May 31, 2019 [Date the Preferred Schedule is adopted by the bargaining parties] ("Adoption Date"), Employer will contribute to the Fund under the schedule of additional contribution rates required under the Preferred Schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 17, 2019 (the "2019 Rehabilitation Plan"), which is incorporated by reference into this Supplemental Agreement.


The Employer's current contribution obligations under the CBA are:

YEAR	CONTRACTUAL CONTRIBUTION RATE
Year Supplemental Agreement is adopted: Year 1: <u>2019</u>	<u>\$3.00 per hour</u>
Year 2:	\$ per
Year 3:	\$ per
Year 4:	\$ per
Year 5:	\$ per

- Effective on the Adoption Date, and on each Adoption Date anniversary, the Employer's contribution rate otherwise obligated under the CBA will increase by a compounding 2.5% while the Rehabilitation Plan remains in effect.
- Additional Employer contributions will be rounded to the nearest cent as follows: When rounding, one ½ cent and greater will be rounded up, less than one ½ cent will be rounded down.

All remaining provisions of the CBA remain in effect to the extent they are consistent with the 2019 Rehabilitation Plan.

AGREED TO this 31<sup>st</sup> day of May, 2019, by and between:

  
\_\_\_\_\_

Union

  
\_\_\_\_\_

Employer

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 \_\_\_\_\_, 2019.

FOR THE CITY OF GREAT FALLS:

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

ATTEST:

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

(SEAL OF CITY)

\_\_\_\_\_  
Reviewed for Legal Content:  
Sara R. Sexe, City Attorney

FOR THE UNIONS:

\_\_\_\_\_  
Construction and General Laborers #1686 *Brian Boland*

\_\_\_\_\_  
Operating Engineers #400

\_\_\_\_\_  
International Association of Machinists District W24, Local #88 *Troy Ruhl*

\_\_\_\_\_  
Teamsters #2 *Jim Stone*

\_\_\_\_\_  
PNWRC of Carpenters

*Mario Martinez*



**Item:** Labor Agreement between City of Great Falls and Plumbers and Pipefitters Local No. 41

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

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

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

**Action Requested:** Ratification of the Proposed Collective Bargaining Agreement (CBA) with the Plumbers and Pipefitters Local No. 41.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Plumbers and Pipefitters Local No. 41.”

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

---

**Staff Recommendation:**

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the Plumbers and Pipefitters Local No. 41, which consists of four employees across three departments – Park and Recreation, Planning and Community Development, and Public Works.

**Summary:**

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable articles throughout the agreement.

Representing the City:

Sara Sexe, City Attorney  
Gaye McInerney, HR Director  
Steve Herrig, Park & Recreation Director

Representing the Plumbers & Pipefitters  
Local No. 41:

Brandon Shaw, Business Rep.  
John Kline, Public Works  
Robert Skiba, Planning & CD  
Marlon Zook, Park & Recreation

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



**Article 3: Definitions:** Added the definition of the workweek as Sunday 12:00 a.m. through Saturday 11:59 p.m.

**Article 4: Union Security:** Added item 4.7 addressing the Supreme Court’s ruling on Janus vs. AFCAME stating if the ruling is appealed and overturned, all items under Article 4 are enforceable.

**Article 10: Call Back:** Added the following chart for clarification of Call Back rates of pay.

DAY	TIME	MINIMUM COMPENSATION	PAY RATE
Monday through Friday	6:00 a.m. – 8:00 p.m. 4:30 p.m. - 11:00 p.m.	2 Hours	One and one-half (1½) times the regular rate of pay
Monday through Friday	11:01 p.m. – 5:59 a.m.	4 Hours	One and one-half (1½) times the regular rate of pay
Saturday through Sunday	6:00 a.m. – 4:30 p.m.	2 Hours	One and one-half (1½) times the regular rate of pay

**Schedule A:** Reflects the negotiated wages with a 2.75 percent cost of living adjustment (COLA) for each year of a two-year contract.

**Schedule B:** MMIA raised the health insurance premiums for the City of Great Falls by 10.6 percent. This resulted in a 10 percent increase to the employee premiums. The City still maintains the 90/10 percent cost sharing with the City paying 90 percent and the employee paying 10 percent of the health premiums.

	7/1/19			Incremental Increase Over 2018 Rates
	A	B	C	
Coverage	City Contribution added to base	Additional City Contribution not in base	Employee Contribution	
Employee (EE)	\$783		\$ 54.60	\$ 4.96
EE & Child(ren)	\$783	\$ 432.23	\$135.03	\$ 12.30
EE & Spouse	\$783	\$ 596.70	\$153.30	\$ 90.65
EE & Family	\$783	\$1,127.12	\$212.24	\$125.42

**Fiscal Impact:**

The financial impact of a 2.75 percent COLA increase for each year of the two-year contract is approximately \$14,100.

**Alternatives:**

The City Commission may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue collective bargaining process.

**Concurrences:**

The Plumbers and Pipefitters Local No.41 members voted to ratify the contract language in June 2019.

**Attachments/Exhibits:**

Proposed Labor Agreement

**AGREEMENT**

**BETWEEN**

**CITY OF GREAT FALLS**

**AND**

**PLUMBERS AND PIPEFITTERS LOCAL NO. 41**

**July 1, 2019 – June 30, 2021**

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THIS AGREEMENT made and entered into at Great Falls as of the \_\_\_\_ day of July, 2019, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the PLUMBERS AND PIPEFITTERS LOCAL NO. 41, hereinafter referred to as the "UNION", who have mutually agreed as follows:

#### ARTICLE 1

##### RECOGNITION AND PURPOSE:

The CITY recognizes the respective UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of the Agreement, for the purpose of collective bargaining in respect to rates of pay wages, hours of employment, working conditions and all other conditions of employment. The CITY recognizes that the employees covered by this Agreement are maintenance, service, and new work employees, including assigned meter installation. The present recognized jurisdiction of the Plumbers and Fitters Local No. 41 shall be maintained during the term of this Agreement.

#### ARTICLE 2

##### SUCCESSORS:

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

#### ARTICLE 3

##### DEFINITIONS:

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

allowances.

- F. Work Week is defined as Sunday 12:00 a.m. through Saturday 11:59 p.m.

#### ARTICLE 4

##### UNION SECURITY:

- 4.1 Employees who are members of the UNION on the date this AGREEMENT is executed shall, as a condition of continuing employment, maintain their membership in the UNION. All future employees performing work within the jurisdiction of the UNION involved shall, as a condition of continuing employment become members of such UNION within thirty (30) days of the date of their employment and the UNION agrees that such employees shall have thirty-one (31) days from date of employment within which to pay UNION's initiation fees and dues. If the employee fails to pay initiation fees or dues within thirty-one (31) days or fail to effectuate the provisions of Mont. Code Ann. §39-31-204, the UNION may request in writing that the employee be discharged. The CITY agrees to discharge said employee upon written request from the UNION 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 §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 shall notify the UNION in writing of employees hired that may be affected by this AGREEMENT within five (5) days from the date of hire and said employee shall be notified to make contact with the UNION.

- 4.2 The CITY agrees to deduct the UNION monthly dues and initiation fees from each employee's wages upon written authorization of the employee. The deductions shall be made once each month and the total of such deductions made payable to the UNION.
- 4.3 It is understood the UNION shall have the right to use Business Agents, Shop Committees, or Stewards to adjust grievances as they arise. The CITY agrees that local Business Agents for the UNION shall be given access by the CITY to members of the UNION at the places of business of the CITY during hours of operation for the purpose of ascertaining whether the terms of this AGREEMENT are being observed if the agent does not disrupt the normal CITY operations, except for unsafe conditions.
- 4.4 The UNION will notify the CITY in writing what representative (Business Agent,

Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the AGREEMENT, or in any other matters which affect the relationship between the CITY and UNION.

- 4.5 The UNION agrees to indemnify, defend, and to hold the CITY harmless against any and all claims, demands, suits, costs or fees which may be sought or incurred by the CITY as a result of any action taken by the CITY under the provisions of Article 4.
- 4.6 In consideration for the "save harmless" clause above, the CITY agrees that the UNION shall maintain the exclusive right to defend, settle, mitigate damages, litigate and /or take whatever action is necessary or it deems proper with respect to a person who sues the CITY for action taken by the CITY under Article 4.1. If the CITY unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at cost of the UNION. It is further agreed that the CITY shall promptly notify the UNION of any such action and if filed and the UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.
- 4.7 UNION asserts that the above mentioned sections 4.1 and 4.6 are void due to the Supreme Court's ruling on Janus vs. AFCAME. In the event that the ruling is appealed and overturned, sections 4.1 and 4.6 will remain under Article 4 of this Agreement.

#### 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 for UNION members to refuse to cross a legal picket line.
- 5.5 The UNION and the CITY agree that "strikes" or "lockouts" will not prevent the UNION or the CITY from providing emergency operation of the water and wastewater systems and/or other systems that are essential to the health, welfare, and safety of the public.



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

## ARTICLE 6

### MANAGEMENT RIGHTS:

The CITY shall have the right to operate and manage its affairs in such areas as but not limited to:

- (a) direct employees;
- (b) hire, promote, transfer, assign, and retain employees;
- (c) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- (d) maintain the efficiency of CITY operations;
- (e) determine the methods, means, job classifications, and personnel by which the CITY operations are to be conducted;
- (f) take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
- (g) establish the methods and processes by which work is performed, including the utilization of advancements of technology.

The foregoing enumeration of the CITY Management's Rights shall not be deemed to exclude other functions not specifically covered by this AGREEMENT.

## ARTICLE 7

### EMPLOYEE RIGHTS/GRIEVANCE:

- 7.1 Grievances which may arise, including the interpretation of the AGREEMENT, shall be settled in the following manner:

Step 1:

The Division Supervisor will attempt to resolve any grievances that arise in his/her Division.

Step 2:

- A. If the employee is not satisfied with the Division Supervisor's decision, he/she may reduce the Grievance to writing and submit to the UNION for submission to the Department Head or HR for evaluation. The written grievance shall contain the following information:
- 1. The nature of the grievance and the facts on which it is based;
  - 2. The provisions of the AGREEMENT allegedly violated if

- applicable; and
3. The remedy requested.
- B. No grievance shall be considered or processed unless it is submitted to CITY management within ten (10) working days of the first knowledge and no later than ten (10) working days of first occurrence.

Step 3:

If within ten (10) working days after submission to the Department Head or HR, the grievance has not been resolved, it may be submitted to the City Manager or designee.

Step 4:

The City Manager shall render a decision within fifteen (15) working days after receipt of the grievance.

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

## ARTICLE 8

### WAGES AND PAY PERIODS:

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

## ARTICLE 9

### HOURS OF WORK AND OVERTIME:

- 9.1 Subject to the special work schedules or temporary assignments of not longer than two (2) weeks set forth herein, the normal work schedule shall consist of five (5) days of eight (8) continuous hours each, except for a normal lunch period. Otherwise any schedule other than Monday through Friday will be agreed upon with employees, and the UNION will be notified.

- 9.2 One and one-half (1½) times the regular straight time rate will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in any one week. In no case shall overtime pay be paid twice for the same hours worked.
- 9.3 CITY agrees that each regular full-time employee will be given the opportunity of working at least forty (40) hours of each work week except those in which any of the holidays provided for herein occur; during work weeks in which any said holidays fall upon any work day, CITY agrees that each regular full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified herein. The CITY and UNION will discuss the maximum number of hours in the work week prior to any reduction of hours on the part of the CITY. Holidays shall be counted as days worked in computing the initial forty (40) hours for overtime purposes. Sick and vacation time is not counted in computing the initial forty (40) hour work week for overtime purposes. Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this AGREEMENT.

ARTICLE 10

CALL BACK:

- 10.1 An employee called in for work, by phone, text message, or otherwise, at a time other than his (her) normal scheduled shift (off duty) will be compensated as follows:

<b>DAY</b>	<b>TIME</b>	<b>MINIMUM COMPENSATION</b>	<b>PAY RATE</b>
Monday through Friday	6:00 a.m. – 8:00 p.m. 4:30 p.m. - 11:00 p.m.	2 Hours	One and one-half (1½) times the regular rate of pay
Monday through Friday	11:01 p.m. – 5:59 a.m.	4 Hours	One and one-half (1½) times the regular rate of pay
Saturday through Sunday	6:00 a.m. – 4:30 p.m.	2 Hours	One and one-half (1½) times the regular rate of pay

An early report to a regularly scheduled shift on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

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

ARTICLE 11

SENIORITY:

- 11.1 Seniority means the rights secured by regular full-time employees by length of continuous service with the CITY. Seniority shall not be effective until a six (6) month probationary period has been successfully completed, after which seniority shall date back to the date of last hiring. Seniority rights shall apply to layoffs, scheduling of vacations, and transfers; that is, the last employee hired shall be the first laid off.
- A. Seniority shall be broken when an employee:
1. terminates voluntarily or retires;
  2. is discharged;
  3. is absent for one (1) working day without properly notifying the Employer, or
  4. fails to report for work after layoff within three (3) working days after being notified by mail at his/her last known address provided by the employee to the CITY.
- B. No new regular employees will be hired until all laid off employees who have seniority in that classification who are qualified to fill the open job have been given the opportunity to return to work. Any recall rights under this Agreement are only applicable for twelve months from layoff, or for the remaining term of this Agreement, whichever is less.

ARTICLE 12

PROBATIONARY PERIODS:

- 12.1 All newly hired or rehired employees will satisfactorily serve a six (6) month probationary period upon initial placement in a position.
- 12.2 All employees will satisfactorily serve a six (6) month probationary period in any dissimilar job in which the employee has not served a probationary period.
- 12.3 At any time during a probationary period, a newly hired or rehired (after twelve (12) months absence) employee may be terminated at the sole discretion of the CITY.

ARTICLE 13

HOLIDAYS:

- 13.1 Full-time employees shall be granted the following paid holidays each calendar year:
- a. New Year's Day, January 1
  - b. Martin Luther King Day, third Monday in January
  - c. Lincoln's and Washington's Birthday, third Monday in February
  - d. Memorial Day, last Monday in May
  - e. Independence Day, July 4
  - f. Labor Day, first Monday in September
  - g. Veterans Day, November 11
  - h. Thanksgiving, fourth Thursday and Friday in November
  - i. Christmas, December 25
  - j. Every year in which a general election is held throughout the State (General Election Day)
- 13.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in Mont. Code Ann. §2-18-603, shall be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of pay at the regular rate of pay.
- 13.3 If the employee is required to work on the designated holiday and is not given a day off in lieu of the holiday, he/she will be paid at one and one-half (1½) times the regular hourly rate plus holiday pay.
- 13.4 If the employee is required to work on the designated holiday and is given a day off in lieu of the holiday, the employee will receive pay at the regular rate for every hour worked on the holiday.
- 13.5 An employee must be in a pay status either the last regularly scheduled working day before or the first regularly scheduled working day after a holiday is observed to be eligible to receive holiday benefits.

#### ARTICLE 14

##### VACATION (ANNUAL LEAVE):

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

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

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

All vacation requests will be posted between requests shall be received for two months, as designated by Division. Any protest over vacation dates must be submitted, in writing to the division head before January 1 or no adjustments will be made.

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

## ARTICLE 15

### SICK LEAVE:

- 15.1 Sick leave shall be earned and accumulated as provided in the Montana Codes Annotated.
- 15.2 Employee may take sick leave for the following reasons:
  - (1) Personal illness, including doctor and dentist appointments. Employees are requested to give 24 hour prior notice of doctor and dentist appointments, except in case of emergencies, or unforeseen circumstances.
  - (2) When urgently needed to care for an employee's spouse, children, mother, father, or any other member of the household who is ill; this may not exceed one hundred and twenty (120) hours at any one time, unless the leave qualifies under FMLA.
  - (3) When there is a death in the immediate family, no more than five (5) days sick leave may be granted, unless the leave qualifies under FMLA.
  - (4) The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents, grandchildren corresponding in-laws, and other member of employee's household.
- 15.3 The Employer may require appropriate verification and or doctor's release for any absence which is charged to sick leave. If such verification is requested and not

provided, the request for sick leave shall be disallowed, and the employee may be subject to discipline, under the current City Personnel Policy Manual.

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

- (1) Report the reason for absence at least thirty (30) minutes prior to shift to his/her supervisor.
- (2) If the absence is for more than one (1) day in length, the employee must keep his/her division head informed of his/her condition, when physically possible.

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 Death Benefits: All personnel shall receive Public Employees Retirement System death benefits.

15.7 Sick Leave Donations: Sick leave utilized must not exceed the amount accrued by the employee. Sick Leave donations are not available to employees in a probationary period. If an employee is ill and has exhausted his/her sick leave credits, and needs more time away from work, he/she may utilize his/her accrued annual leave. If an employee is ill and has exhausted all his/her sick leave and vacation leave credits, and requires more time away from work, members of the UNION may donate one (1) day of sick leave to any CITY employee on an individual basis. Requests for donations must be approved by management and requested and coordinated by Human Resources. The maximum amount an employee can receive or donate is fifteen (15) days in a calendar year.

## ARTICLE 16

### REST BREAK:

For all employees covered under the terms of this AGREEMENT, there shall be a fifteen (15) minute break midway in the first (1st) half of a shift and midway in the second (2nd) half of shift or by which will be taken by mutual agreement between the employee and the immediate supervisor in each department.

## ARTICLE 17

### JURY DUTY:

An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of their service and forward the fees to the CITY. Juror fees shall be applied against the amount due the employee from the CITY. An employee may elect to

charge the juror time off as annual leave and not remit the juror fees to the CITY. The CITY may request the Court to excuse an employee summoned for jury duty if needed for proper operations of the CITY.

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

#### ARTICLE 18

##### LEAVE OF ABSENCE:

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

#### ARTICLE 19

##### LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENT:

Employees receiving workers' compensation wage loss benefits that have been released to light duty/temporary alternative duty assignment must inform their immediate supervisor or division head by 5:00 PM on the next work day after being released that they are able to report to work for light duty. Failing to notify the immediate supervisor or division head may subject the employee to suspension of workers' compensation wage loss benefits under the workers' compensation laws of Montana, and the employee may be subject to disciplinary action.

The light duty/temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating medical provider. The employee will be required to perform work throughout the CITY for which the employee may be capable and qualified.

At the discretion of the CITY, the injured employee may be required to submit to a medical examination at any time by a medical provider selected by the CITY at the CITY'S expense.

#### ARTICLE 20

##### 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 21



MEAL:

In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime he/she shall be provided or reimbursed \$12.00 for a meal by the CITY and be given a reasonable amount of time to eat. Employee will not be paid for any time utilized to eat. Reimbursement will be included in the employee's semi-monthly payroll check.

ARTICLE 22

LONGEVITY:

For purposes of longevity only, time shall be computed from the date of an employee's date of hire as a regular employee. The first payment under this provision will be made in December of 2002 for the longevity earned during the period of July 1, 2001 through June 30, 2002. The following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated.

Longevity Plan: Subsequent to the completion of ten (10) full years of employment, employees who otherwise qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY ALLOWANCE</u>
After 10.0 years through the end of the 15th year	\$ 20.00 per month
After 15.0 years through the end of the 20th year	\$ 40.00 per month
After 20.0 years through the end of the 25th year	\$ 60.00 per month
After 25.0 years through the end of the 30th year	\$ 80.00 per month
After 30.0 years or more years	\$100.00 per month

Longevity pay will be paid to the eligible employees in a lump sum amount once each year in December for any longevity pay earned as of the previous June 30th. The maximum payment is for twelve (12) months. Longevity pay will be in a separate check to the employee and subject to regular taxes and withholdings.

ARTICLE 23

NON-DISCRIMINATION POLICY:

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

ARTICLE 24

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, unless mutually agreed by both parties.

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 25

SAVINGS CLAUSE:

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

ARTICLE 26

DURATION:

This AGREEMENT shall continue in full force and effect from July 1, 2019 through June 30, 2021; and thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month's effective period either party shall serve written notice upon the other it desires cancellation, revision, or modification of any provision or provisions of this AGREEMENT. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes; and at least forty-five (45) days prior to the expiration date of the AGREEMENT, meetings to consider such changes shall be held by the parties.

In the event the parties do not reach a written agreement by the expiration date of or in the particular year as provided herein, then this AGREEMENT shall in all respect be deemed void and terminated. The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

# SCHEDULE A

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

The following changes and additions are hereby made a part of the agreement effective July 1, 2019, between the City of Great Falls, Montana, and the Plumbers and PipeFitters Local No. 41, as fully and completely as if the same were set forth in its entirety therein.

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

Title	2019 New Hire	2019 Six Months	2020 New Hire	2020 Six Months
Maintenance Plumbers	\$25.72	\$26.39	\$26.57	\$27.25
Plumbing Inspectors	\$25.72	\$26.39	\$26.57	\$27.25
Master of Record	\$25.72	\$26.39	\$26.57	\$27.25
Apprentice Rate: (Percentage of the Journeyman rate)				
1st year -- 55%		\$14.51		\$14.99
2nd year -- 65%		\$17.15		\$17.71
3rd year -- 75%		\$19.79		\$20.44
4th year -- 85%		\$22.43		\$23.16
5th year -- 95%		\$25.07		\$25.89

The hourly amount used to calculate the 2019 wage increase includes the Plumbers and Pipefitters National Pension Fund contributions as described in Schedule B 2(A).

## I

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

## II

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

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

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

## III

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

## IV

Upon approval to recruit for a position covered by this agreement, the CITY will notify the UNION and request a list of qualified personnel. Said list of qualified personnel must complete a CITY application packet and will be considered along with applicants obtained through the CITY's normal recruitment practices.

## **SCHEDULE B**

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

#### **SPECIAL CONDITIONS**

1. **Special Conditions - Inspectors:**
  - A. The UNION shall have jurisdiction over those inspector employees of the CITY classified as Plumbing Inspectors only.
  - B. Applicants for the position of Plumbing Inspector shall possess at least one of the following qualifications:
    - (1) Master's license in the plumbing field;
    - (2) Certification as a degreed, registered engineer with a minimum of one year's work experience in the appropriate discipline at the time of employment;
    - (3) A bachelor's degree in engineering with a minimum of three year's work experience in the appropriate discipline at the time of employment;
    - (4) A minimum of five year's work experience in the appropriate discipline at the time of employment.
  - C. Any inspector assigned to the Building Inspection Division who is qualified, whether covered by this Agreement or not, may be required to perform the normal duties of any other inspector assigned to said Division when:
    - (1) Said inspector is absent due to illness, vacation or other authorized absence;
    - (2) An emergency situation exists (i.e., flood, fire, earthquake, or other act of God); or
    - (3) Necessary for efficiency of operation.
2. **Plumbing Inspectors, Maintenance Plumbers and Master of Record:**
  - A. **PENSION:**

The CITY shall contribute, \$5.00/hr., effective 7/1/18 to the Plumbers and Pipefitters National Pension Fund for each hour for which a Plumbing Inspector, Maintenance Plumber or Master of Record receives pay.
  - B. **HEALTH INSURANCE:**

The CITY agrees to provide non-occupational health insurance or risk-pooled indemnity coverage for each insurable regular employee and insurable dependents

thereof immediately following the period of exclusion provided by the terms of the master policy.

A CITY health insurance contribution in the amount listed below will be added to the employee’s gross pay. This portion of the employee’s gross pay is hereinafter referred to as the “Contribution.” As part of this collective bargaining agreement, employees are required to participate in the city’s health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee’s gross pay equal to the CITY’s contribution. This deduction from the employee’s gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee’s health insurance.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the CITY that the Contribution be excluded from the determination of the employee’s “regular rate” of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the CITY’s health insurance contribution in the employee’s gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

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

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

	7/1/19		
	A	B	C
	CITY Contribution added to base	Additional CITY Contribution not in base	Employee Contribution

Employee (EE)	\$783	\$ 0.00	\$ 54.60
EE & Child	\$783	\$ 432.23	\$185.03
EE & Spouse	\$783	\$ 596.70	\$153.30
EE & Family	\$783	\$1,127.12	\$212.24

The CITY shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

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

3. Apprentices:

A. PENSION:

Employers contributing to the Plumbers and Fitters National Pension Fund for apprentices shall be remitted at the rate of 50% of the contribution rate for journeyman. Therefore, the CITY shall contribute two dollars (\$2.00) effective 7/1/14, increasing to two dollars and thirteen cents (\$2.13) effective 7/1/15 to the Plumbers and Fitters National Pension Fund for each hour for which an apprentice receives pay, to the Apprentice Training Fund.

B. HEALTH INSURANCE

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

IN WITNESS WHEREOF, the UNION and the CITY have caused this AGREEMENT to be executed in their names by their duly authorized representatives at Great Falls, Montana, this \_\_\_\_ day of July, 2019.

FOR THE CITY OF GREAT FALLS

FOR PLUMBERS & PIPEFITTERS,  
LOCAL #41

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

By:\_\_\_\_\_  
Brandon Shaw, Business Manager

ATTEST:

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

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

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





**Item:** Resolution 10298 – A Resolution Repealing Resolution 10237 Titled “A Resolution To Approve A Conditional Use Permit To Allow A ‘Two-Family Residence’ Land Use Upon The Property Located At 3125 8<sup>th</sup> Avenue North”.

**From:** Planning and Community Development

**Initiated By:** Brad Eatherly, Planner I, Planning and Community Development

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

**Action Requested:** City Commission adopt Resolution 10298.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10298, a resolution repealing Resolution 10237 - a Resolution to allow a ‘Residence, Two-family’ land use for property addressed as 3125 8<sup>th</sup> Avenue North and legally described as Lot 8, Block 104, Great Falls Twelfth Addition, Section 12, Township 20 North, Range 4 East, PMM, Cascade County, Montana.”

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

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**Staff Recommendation:** Staff recommends that the City Commission adopt Resolution 10298.

**Summary:** On June 5, 2018, the City of Great Falls City Commission adopted Resolution 10237 which granted approval for the applicant, Tom Skovron, to construct a new duplex (also known as a “Residence, Two-family”) at the property addressed as 3125 8<sup>th</sup> Avenue North. Since that time, Mr. Skovron has not obtained permits to construct the duplex. In such situations, an approved Conditional Use Permit is subject to expiration. Specifically, The Official City Code of the City of Great Falls Title 17.16.36.100(A) states the following:

*“Non-establishment. The conditional use permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion.”*

In April of this year, staff contacted Mr. Skovron via phone and email to inform him that the Conditional Use Permit was nearing its one-year expiration deadline. Mr. Skovron was not aware that Conditional Use Permits have a one-year expiration provision, and indicated that he would commence work on the duplex project. Unfortunately, no permits have been filed, and staff recommends that City Commission move forward to repeal the Conditional Use Permit resolution.

**Fiscal Impact:** The adoption of Resolution 10298 will not have any fiscal impact on the City of Great Falls or its citizens. The applicant still has the option of re-filing his Conditional Use Permit request at such time as he is ready to construct the duplex.

**Alternatives:** The City Commission may deny Resolution 10298, if it finds reasonable cause to extend the time frame for the applicant.

**Concurrences:** Representatives from the Legal and City Clerk's office have been consulted regarding the process of bringing forward the Resolution for consideration.

**Attachments/Exhibits:**

Resolution 10298  
Resolution 10237

**RESOLUTION 10298**

**A RESOLUTION REPEALING RESOLUTION 10237 TITLED “A RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO ALLOW A ‘TWO FAMILY RESIDENCE’ LAND USE UPON THE PROPERTY LOCATED AT 3125 8<sup>TH</sup> AVENUE NORTH”.**

\*\*\*\*\*

**WHEREAS**, Tom Skovron applied for a conditional use permit for property addressed as 3125 8<sup>th</sup> Avenue North and legally described as Lot 8, Block 104, Great Falls Twelfth Addition, Section 12, Township 20 North, Range 4 East, PMM, Cascade County, Montana, to allow a “Residence, Two-family” land use; and

**WHEREAS**, after conducting a public hearing at its regular meeting held June 5, 2018, the City Commission adopted Resolution 10237 subject to fulfillment of certain conditions; and

**WHEREAS**, the Official Code of the City of Great Falls (OCCGF) 17.16.36.100 sets forth that the conditional use permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion; and

**WHEREAS**, said Resolution 10237 was for a conditional use permit that was never established and, pursuant to OCCGF 17.16.36.100, the conditional use permit has expired.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Great Falls, Montana, that Resolution 10298 adopted June 5, 2018, is hereby repealed.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, on this \_\_\_\_ day of July, 2019.

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

ATTEST:

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Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

RESOLUTION 10237

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW "RESIDENCE, TWO-FAMILY" LAND USE UPON A PARCEL OF LAND ADDRESSED AS 3125 8<sup>TH</sup> AVENUE NORTH, AND LEGALLY DESCRIBED AS LOT 8, BLOCK 104, GREAT FALLS TWELFTH ADDITION, T20N, R4E, PMM, CASCADE COUNTY, MT.

\* \* \* \* \*

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a "Residence, two-family" land use upon the property legally described as Lot 8, Block 104 of the Great Falls Twelfth Addition, T20N, R4E, PMM, Cascade County, Montana (subject property); and,

WHEREAS, the subject property is presently zoned R-3 Single-family high density, wherein a "Residence, two-family" land use is permitted upon receiving approval of a Conditional Use Permit; and,

WHEREAS, the proposed Conditional Use Permit for the establishment of a "Residence, two-family" land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on May 8, 2018 to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a "Residence, two-family" land use be granted by the City Commission for the subject property, subject to the following conditions:

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT

1. Subsequent Modifications and Additions: If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. Expiration: The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.
3. Abandonment: If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. General Code Compliance: The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. Acceptance of Conditions: No zoning or building permit shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

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

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

That a Conditional Use Permit be granted for a “Residence, two-family” land use at the property addressed as 3125 8<sup>th</sup> Avenue North, Great Falls, Montana, and legally described as Lot 8, Block 104 of the Great Falls Twelfth Addition, T20N, R4E, PMM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the Official Code of the City of Great Falls (OCCGF) 17.16.36.090, the permit shall be

considered a covenant that runs with the land and shall be binding on all subsequent property owners. Additionally, pursuant to OOCGF 17.16.36.100, the Conditional Use Permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion. If the Conditional Use is established, but ceases to operate for more than six (6) months, the Conditional Use Permit shall expire.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on June 5, 2018.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Joseph Cik, Assistant City Attorney



**Item:** Resolution 10310, A Resolution Certifying the Abatement of a Nuisance of Certain Property Located at 3026 9<sup>th</sup> Avenue North Completed.

**From:** Craig Raymond, Director, Planning and Community Development

**Initiated By:** Heather Rohlf, Code Enforcement Officer

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

**Action Requested:** Adopt Resolution 10310.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10310.”

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

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**Summary:** Beginning in March 2017, and continuing through October 2018, the Great Falls Planning and Community Development Department received multiple complaints about the condition of the property located at 3026 9<sup>th</sup> Avenue North, Lot 5 Block 103, Great Falls 12<sup>th</sup>, Great Falls Montana 59405.

The Department made all efforts to work with Mr. Calvin Osborn with letters, and site visits in hopes that the Official Code of the City of Great Falls (OCCGF) deficiencies on the property would be cured.

Staff found that these conditions constituted a Nuisance in accordance with Official Code of the City of Great Falls (OCCGF) Title 8, Chapter 49. A title report was examined by the Department on January 3, 2019. The report revealed that Calvin Osborn owned the property.

In response to City Staff’s finding, notice was provided to Mr. Osborn, pursuant to OCCGF Title 8, Chapter 49, informing him he had ten (10) days to commence and thirty (30) days to complete abatement of the subject Nuisance. Abatement was not commenced or completed within the designated time period.

Resolution 10285 was presented to, and adopted by, the City Commission on March 19, 2019. Resolution 10285 declared the subject property a Nuisance and authorized City Staff to force abatement, if necessary, to the satisfaction of the P&CD Director. Again, Mr. Calvin Osborn did not complete the abatement within the designated time period dictated by the resolution. The required abatement action



was that the residential property be cleaned of rubbish. A copy of Resolution 10285 is attached to this report for reference as Exhibit "B".

P&CD Staff had assistance from the City Sanitation Department on the cleanup of the subject property. Cleanup was completed on May 1, 2019.

By adopting Resolution 10310, the Commission will certify the subject Nuisance has been abated.

**Fiscal Impact:** There was no fiscal impact to the City.

**Concurrences:** Legal Department

**Attachments/Exhibits:**

Resolution 10310

Resolution 10285

Photo Set 8

Photo Set 9

Photo Set 10

**RESOLUTION 10310**

**A RESOLUTION CERTIFYING THE ABATEMENT OF A  
NUISANCE OF CERTAIN PROPERTY LOCATED AT 3026 9<sup>TH</sup>  
AVENUE NORTH COMPLETED.**

\*\*\*\*\*

**WHEREAS**, the City Commission adopted Resolution 10285 on March 19, 2019; and

**WHEREAS**, Resolution 10285 declared certain property located at 3026 9<sup>th</sup> Avenue North, Lot 5, Block 103, Great Falls 12<sup>th</sup>, Cascade County, Montana, a Nuisance, ordered the Nuisance abated, and authorized staff to force abatement if necessary; and

**WHEREAS**, Calvin Osborn, property owner, did not complete the abatement as set forth; and

**WHEREAS**, said forceable abatement process was completed by the City; and

**WHEREAS**, the City Commission wishes to certify that the subject Nuisance has been abated, pursuant to the Official Code of the City of Great Falls 8.49.080.

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

1. The Commission hereby certifies that the Nuisance on the subject property legally described as Lot 5, Block 103, Great Falls 12<sup>th</sup>, Cascade County, Montana, and addressed as 3026 9<sup>th</sup> Avenue North, is hereby fully abated;
2. The method of abatement included City forced removal of various rubbish on the property; and
3. A certified copy of this Resolution shall be filed in the official property file for the subject property at the Cascade County Clerk and Recorder's Office.

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

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, on July 16, 2019.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

**RESOLUTION 10285**

**A RESOLUTION DECLARING CERTAIN PROPERTY LOCATED AT 3026 9<sup>TH</sup> AVENUE NORTH, LOT 5 BLOCK 103, GREAT FALLS 12<sup>TH</sup>, CASCADE COUNTY, MONTANA, A NUISANCE, ORDER THE NUISANCE BE ABATED, AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY.**

\*\*\*\*\*

**WHEREAS**, Calvin Osborn, (hereinafter “property owner”), owner of the real property and structures located at 3026 9<sup>th</sup> Avenue North, Lot 5 Block 103, Great Falls 12<sup>th</sup>, Cascade County, Montana, and within the incorporated boundaries of the City of Great Falls, was given notice pursuant to the Official Code of the City of Great Falls (OCCGF) Section 8.49.040, of a hearing before the City Commission on March 19, 2019, wherein said property owner was informed the City Commission would proceed to hear the testimony of City personnel and the testimony of any other interested party, who may be present, and desire to testify respecting the condition of the property; and

**WHEREAS**, said property owner was informed that the City Commission upon the conclusion of the hearing, would by resolution, declare its findings, and may declare the property to be a nuisance, and direct the owner to physically commence abatement of the nuisance within ten (10) days, and to complete said abatement within thirty (30) days, by having the property repaired, demolished, removed or other appropriate act necessary to cure the nuisance; and

**WHEREAS**, said property owner was informed that failure to abate the nuisance would result in the property being the subject of repair, demolition, removal, or other appropriate act, as the case may be, by the City and the expenses thereof shall remain a lien on the property; and

**WHEREAS**, the City Commission has conducted the hearing on March 19, 2019, regarding the property pursuant to OCCGF Section 8.49.050, hearing the testimony of the City personnel and the testimony of any other interested party, who was present, and desired to testify respecting the condition of the property, removal or other appropriate action.

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

1. Staff and other interested parties having presented evidence of the condition of the subject property, and having described the condition of the subject property, the City Commission does hereby find the same to be a nuisance pursuant to OCCGF Section 8.49.040, and hereby directs the owner to commence abatement within ten (10) days of the date of this resolution to the satisfaction of the Great Falls Planning and Community Development Director, pursuant to OCCGF Section 8.49.050.

2. It is further ordered that, abatement, to the satisfaction of the Great Falls Planning and Community Development Director, be completed within thirty (30) days of the date of this resolution, pursuant to OCCGF Section 8.49.050.
3. It is further ordered that, if the owner fails to abate said nuisance as ordered and within the time allowed, the City Staff is directed to take any and all steps necessary to abate the nuisance with all expenses to attach as a lien against the property.
4. This Resolution shall be in effect for a six (6) month period from the date below.
5. City staff shall serve said property owner with a copy of this resolution by certified mail, postage prepaid, and return receipt requested, as required by Section 8.49.050, OCCGF.

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

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, on March 19, 2019.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Joseph Cik, City Attorney











**Item:** Ordinance 3206 – An Ordinance to rezone a portion of Lots 4A and 6-9 of Riverview Tracts Addition, and to amend Ordinance 3104 to include said property within the boundaries of the PUD.

**From:** Erin Borland, Planner III, Planning and Community Development

**Initiated By:** Montana Refining Company, Inc. and the Margaret E. Heisler Trust

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

**Action Requested:** City Commission accept Ordinance 3206 on first reading and set a public hearing for August 6, 2019.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3206 on first reading and (set/not set) a public hearing for August 6, 2019.”

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

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**Staff Recommendation:** Staff recommends that the City Commission accept Ordinance 3206 on first reading and set a public hearing for August 6, 2019. At the conclusion of a public hearing held on June 11, 2019, the Zoning Commission recommended the City Commission approve the rezoning request from C-2 General Commercial to PUD Planned Unit Development with the following conditions:

**Conditions of Approval:**

**1. General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all Codes and Ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

**2. Development Agreement.** The applicant shall abide by the terms and conditions specified in the attached Revised Development Agreement for the Subject Properties. The revised Development Agreement must be signed by the applicant and recorded for the Subject Properties.

**3. Amended Plat.** Provide a revised Amended Plat of the subject properties, showing the proposed aggregation and boundary line adjustments, containing all easements required by the City of Great Falls. The revised Plat shall incorporate corrections of any errors or omissions noted by Staff.

**4. Land Use & Zoning.** The development standards and land uses for the subject properties shall be consistent with the Official Code of the City of Great Falls (OCCGF).

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

**Summary:**

The Margaret E. Heisler Trust is proposing to aggregate Lots 6-9 of the Riverview Tracts Addition, acquire and reconfigure adjacent property owned by Montana Refining Company, Inc., to eventually create a single lot that can be marketed for sale. Due to the number of lots that are proposed to be reconfigured, the local government is required to review the amended plat. Because the Heisler Trust property is zoned C-2, General Commercial, and the Montana Refining Company property is zoned PUD Planned Unit Development, the proposed acquisition of property through a boundary adjustment requires a change in zoning to make sure the zoning and property line boundaries match the new property configuration.

**Background:**

**Zoning Map Amendment Request – Planned Unit Development:**

At the time Montana Refining Company, Inc. received PUD zoning for its property adjoining the Heisler Trust site, a development agreement requiring future improvements to the property was required. The terms of this past agreement will also carry forward to the newly configured property zoned PUD. To this end, City staff has revised the existing agreement for the PUD to accommodate the minor addition of land. The requirements of the original agreement, which must be implemented during future building construction, have not changed in any way with this revision.

The basis for decision on zoning map amendments, i.e. rezoning or zone changes, is listed in OCCGF § 17.16.29.050. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Planned Unit Development.

**Non-Administrative Plat**

Based on the proposal, seven parcels will be affected by the aggregation and boundary line adjustment. The existing amended plat and the draft proposed plat showing the reconfiguration have been attached for review. The proposed plat requires Planning Advisory Board and City Commission review due to Montana Code Annotated (MCA) § 76-3-207 (2) (a) which states:

Within a platted subdivision filed with the county clerk and recorder, a division, redesign, or rearrangement of lots that results in an increase in the number of lots or that redesigns or rearranges six or more lots must be reviewed and approved by the governing body before an amended plat may be filed with the county clerk and recorder.

Staff has prepared Findings of Fact based on the criteria for a subdivision. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision – Subdivision.

**Neighborhood Council Input:**

The subject property is located in Neighborhood Council #3. Due to the simple nature of the rezone request being proposed, information was sent to Neighborhood Council #3 for comment. To date, one email was sent from a council member with several questions. Information has been sent to the individual to answer their questions.

**Fiscal Impact:**

Public infrastructure is existing surrounding the various parcels. At the time of development, the cost of any internal private streets, utilities, and stormwater management will be borne by the applicant.

**Alternatives:**

The City Commission could deny acceptance of Ordinance 3206 on first reading and not set the public hearing.

**Concurrences:**

Because the proposal is simply a zoning change due to the minor lot reconfiguration, no review from other City departments is needed at this time. If construction comes forward for any of the parcels, a building permit will be required and require review from other City departments.

**Attachments/Exhibits:**

- Ordinance 3206
- Ordinance 3206 – Exhibit A
- Aerial Map
- Zoning Map
- Findings of Fact/Basis of Decision – Planned Unit Development
- Findings of Fact/Basis of Decision - Subdivision
- Draft Amended Plat
- Ordinance 3104

**ORDINANCE 3206**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO REZONE THE PROPERTY LEGALLY DESCRIBED AS A PORTION OF LOTS 4A AND 6-9 RIVERVIEW TRACTS ADDITION LOCATED IN GOVERNMENT LOT 4 OF SECTION 1, AND GOVERNMENT LOT 1 OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M. CASCADE COUNTY, MONTANA, AND TO AMEND ORDINANCE 3104 TO INCLUDE SAID PROPERTY WITHIN THE BOUNDARIES OF THE PLANNED UNIT DEVELOPMENT (PUD).**

\* \* \* \* \*

**WHEREAS**, the subject property, legally described above, is presently zoned C-2 General Commercial district; and

**WHEREAS**, the property owners, Montana Refining Company, Inc. and the Margaret E. Heisler Trust, have petitioned the City of Great Falls to rezone said properties to PUD Planned Unit Development; and

**WHEREAS**, after conducting a public hearing on May 7, 2013, the City Commission adopted Ordinance 3104 titled: “An Ordinance Assigning a Zoning Classification of PUD Planned Unit Development District to Proposed Lot 5 of the Amended Plat of Lots 1-3 of the Amended Plat of Lot 1, Block 1, Third Supplement to Riverview Tracts and Tracts 1-A and 2 of the Amended Plat of Tracts 1-A, 2, 3 and 4, Riverview Tracts and Tract 5-A of the Amended Plat of Tracts 5, 6, 7, 8, and 9, Riverview Tracts, and Tract 3 of the Amended Plat of the Tracts 1-A, 2, 3 and 4, Riverview Tracts, and Lot 1 Block 1 of the Amended Plat of Lot 1, Block 1, of the Amended Plat of Block 1, Fourth Supplement to Riverview Tracts, and Tracts 10-13 of the Riverview Tracts Addition. A Tract of Land Located in Government Lots 3 & 4 of Section 1, and Government Lot 1 of Section 2, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana (Addressed as 1807 3<sup>rd</sup> Street NW); and

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on June 11, 2019, to consider said rezoning from C-2 General Commercial district to PUD Planned Unit Development and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the property legally described as a portion of lots 4A and 6-9 Riverview Tracts Addition equaling +/- 1.169 acres, located in Section 2, Township 20 North, Range 3 East, P.M.M.T., Cascade County, Montana; and

**WHEREAS**, notice of assigning said zoning classification to the subject properties was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 6th day of August, 2019, before final passage of said Ordinance herein; and

**WHEREAS**, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.29.050, and that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.29.050 of the OCCGF.

Section 2. That the property legally described as: as a portion of lots 4A and 6-9 Riverview Tracts Addition equaling +/- 1.169 acres, located in Section 2, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana, be rezoned to PUD Planned Unit Development, and included within the boundaries of the PUD Planned Unit Development District as set forth in Ordinance 3104, as shown in Exhibit A.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading July 16, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading August 6, 2019.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3206 on the Great Falls Civic Center posting board and the Great Falls City website.

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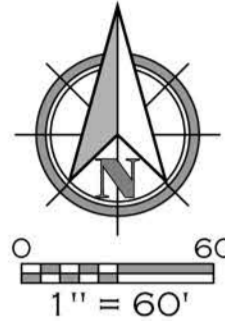
Lisa Kunz, Deputy City Clerk

(CITY SEAL)

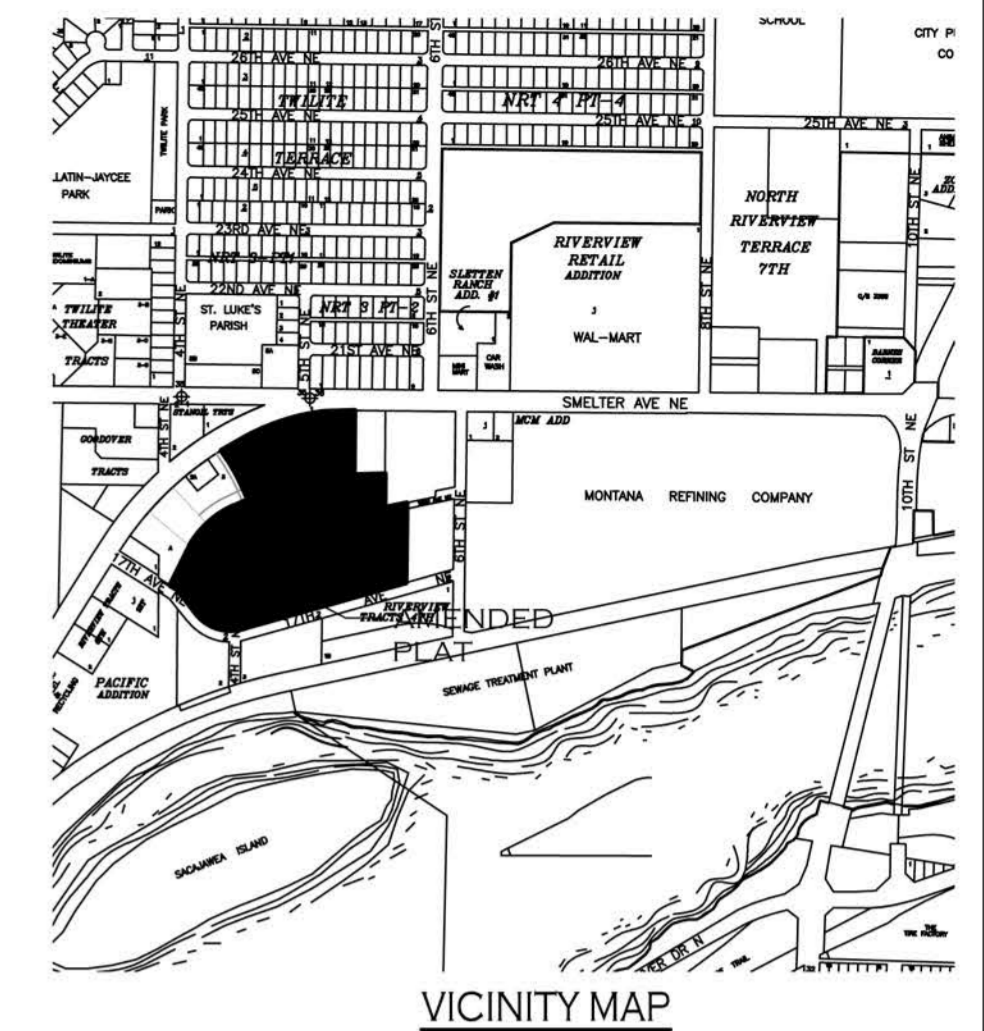
AMENDED PLAT OF  
**LOTS 4A, 5A, 6-9, AND 10A RIVERVIEW TRACTS ADDITION**

TO THE CITY OF GREAT FALLS, MONTANA  
A SUBDIVISION LOCATED IN GOVERNMENT LOT 4 OF SECTION 1, AND GOVERNMENT LOT 1 OF SECTION 2,  
T20N, R3E, P.M. MT, CASCADE COUNTY, MONTANA

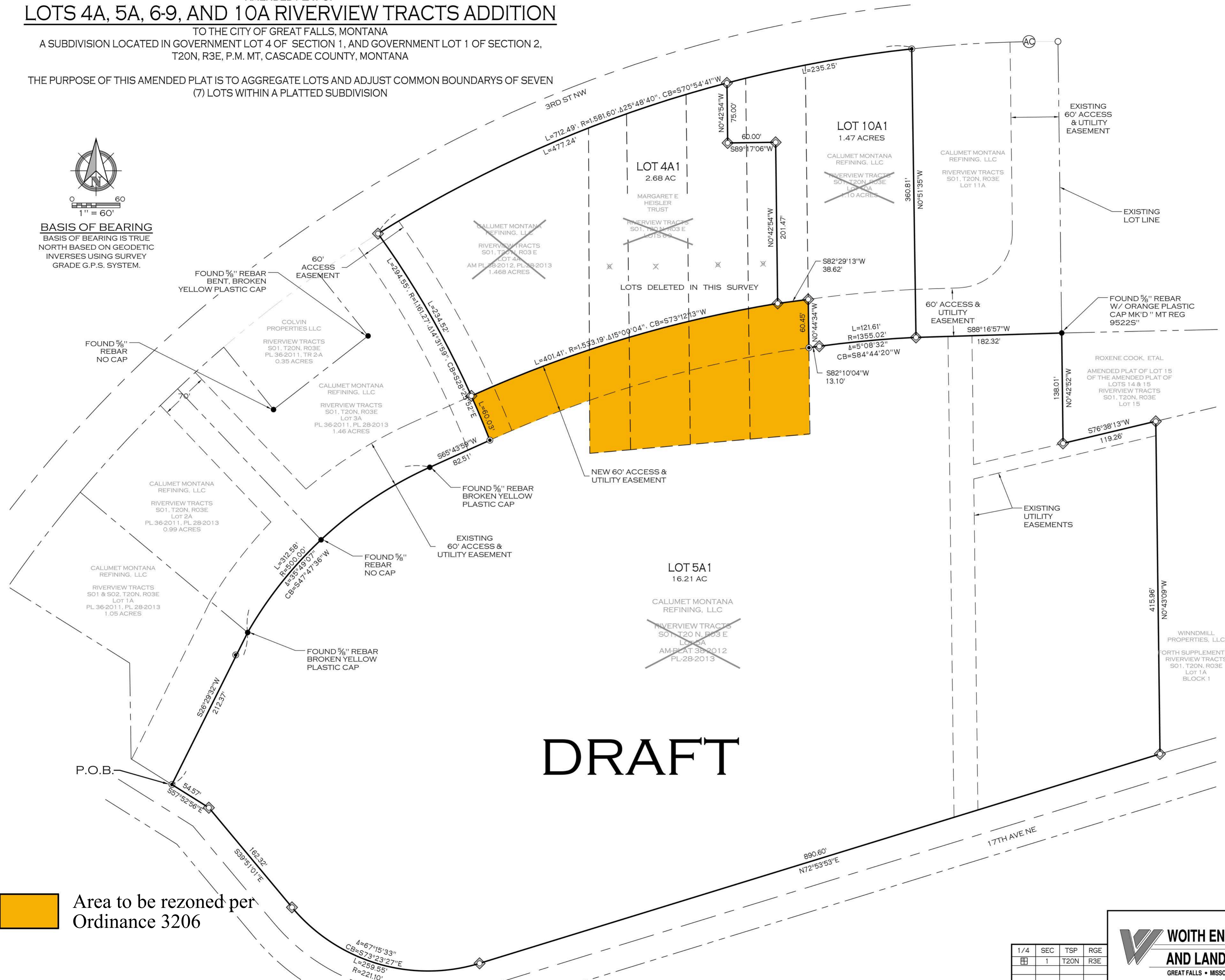
THE PURPOSE OF THIS AMENDED PLAT IS TO AGGREGATE LOTS AND ADJUST COMMON BOUNDARIES OF SEVEN  
(7) LOTS WITHIN A PLATTED SUBDIVISION



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



VICINITY MAP



**LEGEND**

- ◆ SET 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "WEI 19110LS"
- FOUND 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "KENCZKA 15625LS"
- FOUND 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "M HENEN 9523LS"
- ⊙ 2" ALUMINUM CAP MK'D "MDT 11702LS"
- FOUND PROPERTY CORNER AS NOTED
- PROPERTY BOUNDARY
- - - ABANDONED PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - CENTER LINE
- - - ACCESS AND UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING

**AREA**

LOT 4A1 -	2.68 ACRES
LOT 5A1 -	16.21 ACRES
LOT 10A1 -	1.47 ACRES
<b>TOTAL PLAT -</b>	<b>20.36 ACRES</b>

**DRAFT**

Area to be rezoned per Ordinance 3206

IT IS NOT THE INTENT OF THIS AMENDED PLAT TO IDENTIFY ALL EASEMENTS OF RECORD. THERE MAY BE EXISTING EASEMENTS OF SITE AND RECORD WHICH ARE NOT SHOWN ON THIS AMENDED PLAT.

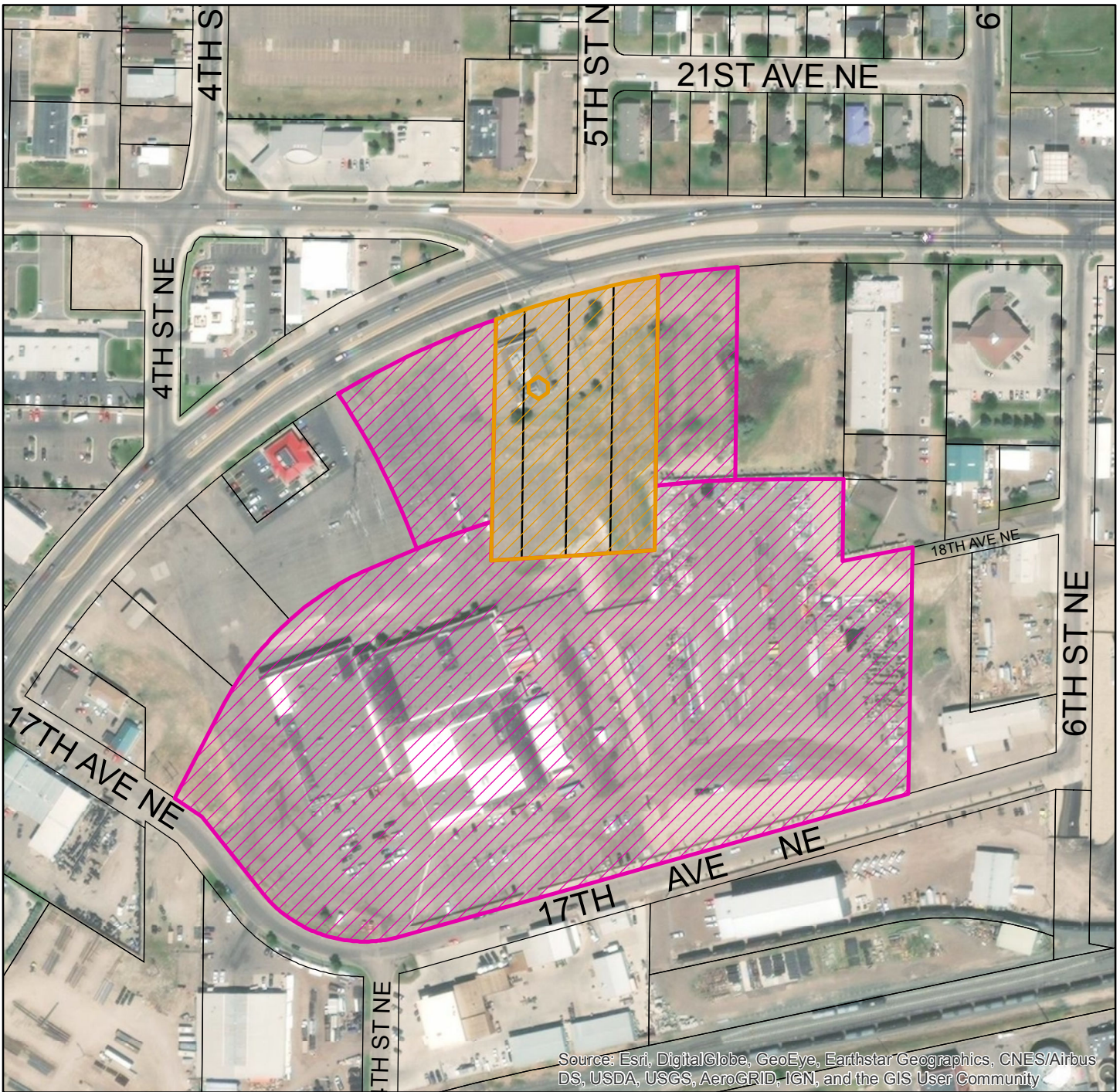
1/4	SEC	TSP	RGE
1	T20N	R3E	




**WOITH ENGINEERING, INC.**  
**AND LAND SURVEYING LLC**  
GREAT FALLS • MISSOULA • WOITHENG.COM • 406-761-1955

JOB #:	1734
FB:	GPS
DRAWN:	RCB
DESIGN:	RCB
QA:	MS
DATE:	9/27/19

**P1**  
**P2**

# AERIAL MAP



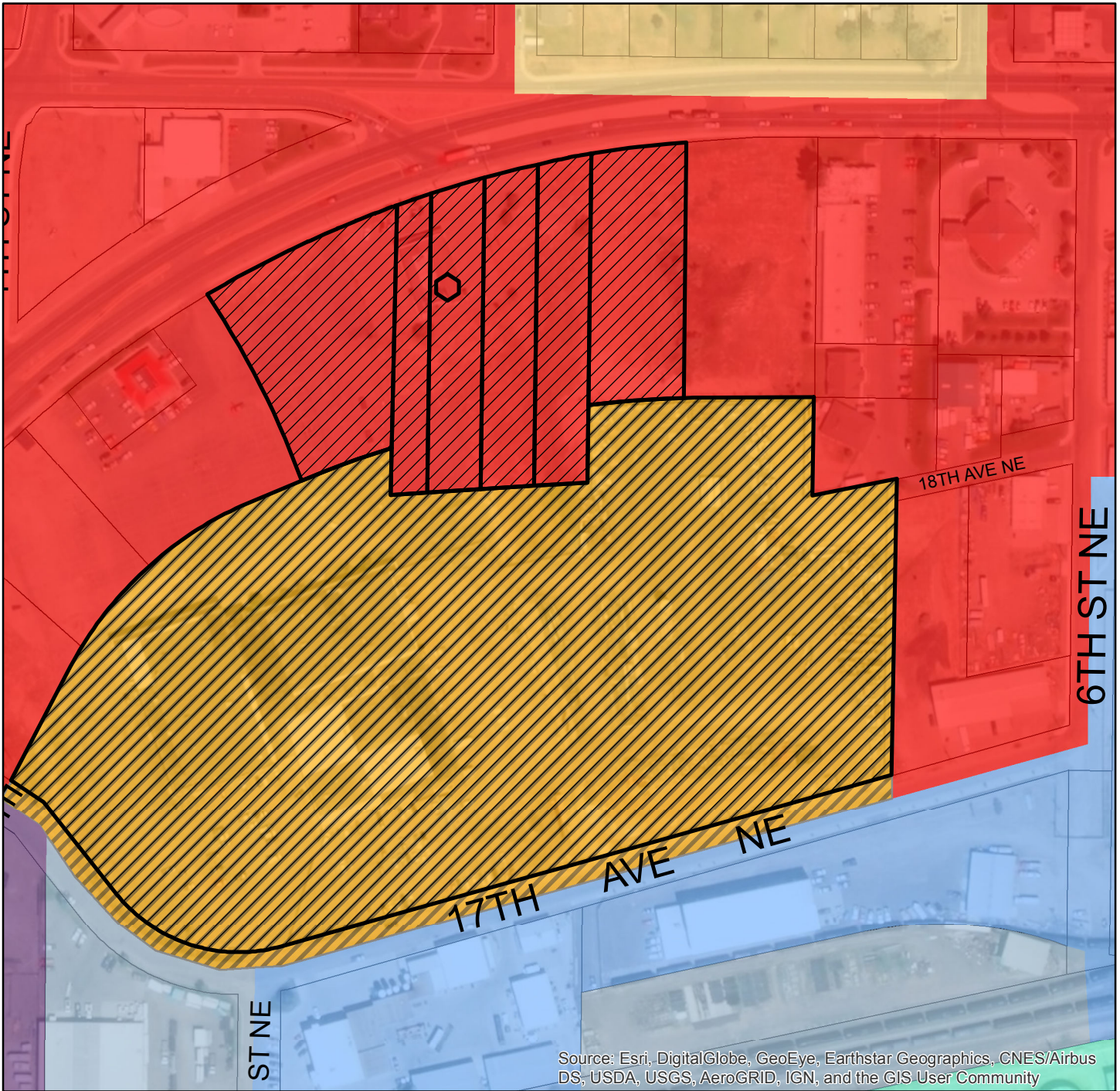
-  Properties owned by Margaret E. Heisler Trust
-  Properties owned by Montana Refining Company, Inc.
-  LotLines
-  Tracts of Land










275 137.5 0 275 Feet





# ZONING MAP



-  Subject Properties
-  R-5 Multi-family Medium Density
-  PUD Planned Unit Development
-  C-2 General Commercial
-  M-2 Mixed-use Transitional
-  I-1 Light Industrial
-  I-2 Heavy Industrial
-  PLI Public Lands and Institutional
-  Tracts of Land

230 115 0 230 Feet



## FINDINGS OF FACT/BASIS OF DECISION – PLANNED UNIT DEVELOPMENT

Rezone of a portion of Lots 4A, and 6-9 of Riverview Tracts Addition located in Government Lot 4 of Section 1, and Government Lot 1 of Section 2, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana

### **PRIMARY REVIEW CRITERIA:**

The basis for decision on planned unit developments is listed in Official Code of the City of Great Falls § 17.16.29.050 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

#### **1. The development project is consistent with the City's growth policy;**

The proposed development is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Physical portions of the Growth Policy, specifically the goals and principles to encourage a balanced mix of land uses throughout the City.

Additionally, the zoning map amendment specifically supports the following goals and policies:

#### Environmental – Urban Form

Env2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential as candidates for redevelopment in the City.

#### Physical - Land Use

Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

#### **2. The development project is consistent with applicable neighborhood plans, if any;**

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located in Neighborhood Council #3. Due to the scope of the proposal and the summer schedule of the Council, information has been sent out to the Council members via email for review and comment. To date, one email was sent from a council member with several questions. Information has been sent to the individual to answer their questions.

#### **3. The establishment, maintenance, or operation of the development project will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare;**

Any development within the City limits requires a review of how the development will impact public health, safety and welfare. It is not anticipated that the proposed addition to the PUD will have any negative impact. Public health issues have been addressed through the provision of City utilities. Public safety has been taken into consideration with the requirements of internal circulation and access imposed on the original PUD which are not being altered with

this addition of property to the PUD.

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

The proposed PUD addition is the result of an aggregation of lots and then a boundary line adjustment to several lots. The small portion of land to be rezoned and added to the PUD has no proposed development at this time, and the access easement that was required for the original PUD will continue across this newly added property to the PUD. This will aid in the development of the future private road for the development. As stated in the agenda report, the requirements of the original agreement, which must be implemented during future building construction, have not changed in any way with this revision. Staff finds no injury to the use and enjoyment of other properties in the vicinity.

**5. The development project will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;**

The proposed PUD is located in an existing commercial area that is developed to the north, south, east and west with commercial and industrial development, which is a part of the existing PUD. Therefore, the proposed addition to the PUD is not anticipated to impede on the normal and orderly development and improvement of the surrounding property for uses permitted.

**6. The proposed design of the building and other structures are compatible with the desired character of the neighborhood;**

There is no proposed development associated with the addition to the PUD. Any redevelopment in the PUD would be reviewed based on the established PUD standards and the Official Code of the City of Great Falls.

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

The existing PUD and surrounding development have existing utilities. Any redevelopment would be reviewed for compliance with City stormwater, access and utility connection requirements.

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

The existing development has adequate ingress and egress to 3rd Street NW. As noted previously, future development will lead to the construction of a private internal street to provide connections to each lot.

## **FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT**

Amended Plat Lots 4A, 5A 6-9 and 10A of Riverview Tracts Addition located in Government Lot 4 of Section 1, and Government Lot 1 of Section 2, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana

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

### **PRIMARY REVIEW CRITERIA:**

**Effect on Agriculture and Agricultural Water User Facilities:** The owner of the subject properties has proposed to aggregate and reconfigure seven lots located in the subdivision. The existing lots consist of commercial and industrial properties, in an area that is predominantly built out. Thus, the proposal will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

**Effect on Local Services:** The existing lots are surrounded by existing utilities and several of the lots are utilizing existing service lines. All of the properties are currently receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the subject properties is expected to be a manageable cost to the City, and increased tax revenues from future development of the properties may cover increased costs.

**Effect on the Natural Environment:** There is no development proposal currently for the properties, therefore it is not expected to adversely affect soils or the water quality or quantity of surface or ground waters.

**Effect on Wildlife and Wildlife Habitat:** The proposed lots to be aggregated and reconfigured are surrounded by the existing commercial and industrial properties to the east, existing commercial properties to the north and west, and the existing PUD Planned unit Development to the south. This is not in an area of significant wildlife habitat beyond occasional migrating fowl.

**Effect on Public Health and Safety:** Based on available information, the proposed lots to be aggregated and reconfigured are not subject to abnormal natural hazards nor potential man-made hazards. Any proposed development of the properties will not have a negative effect on Public Health and Safety. As noted above, the proposed site already receives City public safety services.

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

The lots in the proposed aggregation and reconfiguration meet the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and

approval procedures set forth in the local subdivision regulations.

**EASEMENT FOR UTILITIES**

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

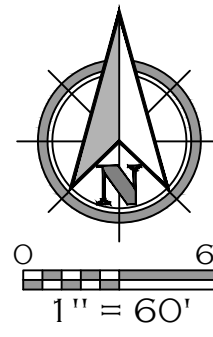
**LEGAL AND PHYSICAL ACCESS**

Legal and physical access to the proposed development will be from 3rd Street NW and 17th Avenue NE. These are all existing roads that are currently in City limits and are maintained by the City of Great Falls.

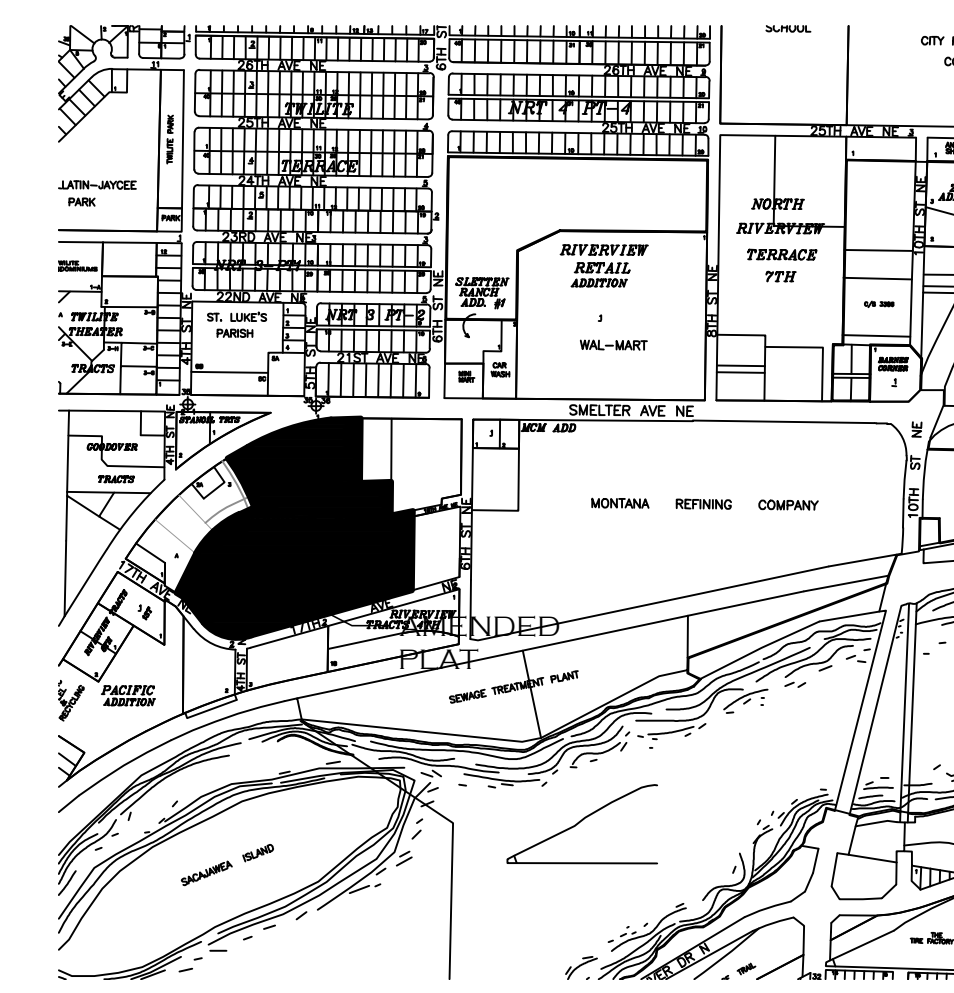
# AMENDED PLAT OF LOTS 4A, 5A, 6-9, AND 10A RIVERVIEW TRACTS ADDITION

TO THE CITY OF GREAT FALLS, MONTANA  
A SUBDIVISION LOCATED IN GOVERNMENT LOT 4 OF SECTION 1, AND GOVERNMENT LOT 1 OF SECTION 2,  
T20N, R3E, P.M. MT. CASCADE COUNTY, MONTANA

THE PURPOSE OF THIS AMENDED PLAT IS TO AGGREGATE LOTS AND ADJUST COMMON BOUNDARYS OF SEVEN  
(7) LOTS WITHIN A PLATTED SUBDIVISION



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



VICINITY MAP

### LEGEND

- ◆ SET 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "WEI 19110LS"
- FOUND 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "KENCZKA 15625LS"
- FOUND 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "M HENEN 9523LS"
- AC 2" ALUMINUM CAP MK'D "MDT 11702LS"
- FOUND PROPERTY CORNER AS NOTED
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- - - ABANDONED PROPERTY LINE
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- P.O.B. POINT OF BEGINNING

### AREA

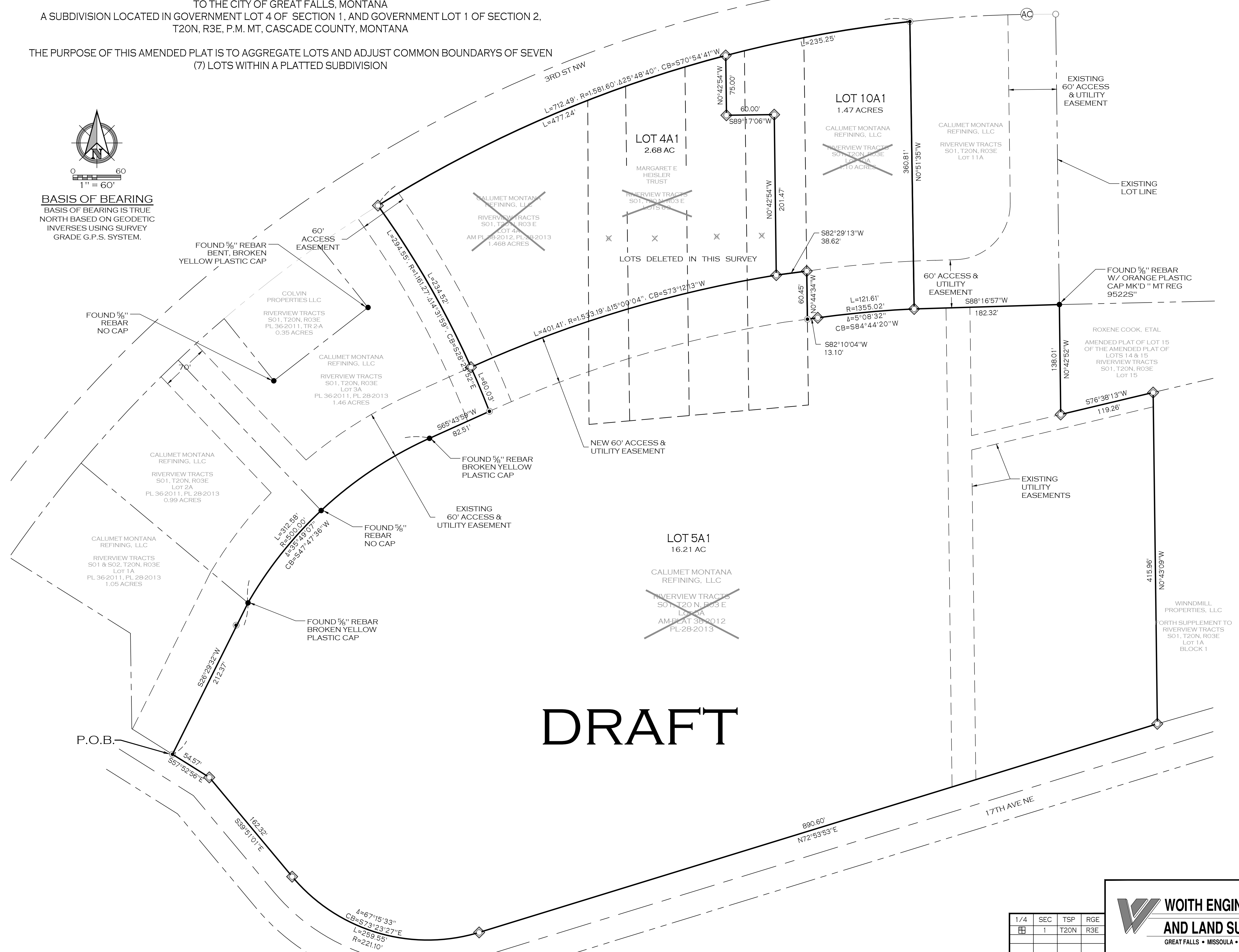
LOT 4A1	2.68 ACRES
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LOT 10A1	1.47 ACRES
TOTAL PLAT	20.36 ACRES

# DRAFT

IT IS NOT THE INTENT OF THIS AMENDED PLAT TO IDENTIFY ALL EASEMENTS OF RECORD. THERE MAY BE EXISTING EASEMENTS OF SITE AND RECORD WHICH ARE NOT SHOWN ON THIS AMENDED PLAT.

1/4	SEC	TSP	RGE
1	T20N	R3E	

<p><b>WOITH ENGINEERING, INC.</b> <b>AND LAND SURVEYING LLC</b> GREAT FALLS • MISSOULA • WOITHENG.COM • 406-761-1955</p>	JOB #:	1734	<div style="text-align: center; font-size: 2em; font-weight: bold;">P1</div> <div style="text-align: center; font-size: 2em; font-weight: bold;">P2</div>
	FB:	GPS	
	DRAWN:	RCB	
	DESIGN:	RCB	
QA:	MS		
DATE:	9/27/19		





ORDINANCE 3104

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT TO PROPOSED LOT 5 OF THE AMENDED PLAT OF LOTS 1-3 OF THE AMENDED PLAT OF LOT 1, BLOCK 1, THIRD SUPPLEMENT TO RIVERVIEW TRACTS AND TRACTS 1-A AND 2 OF THE AMENDED PLAT OF TRACTS 1-A, 2, 3 AND 4, RIVERVIEW TRACTS AND TRACT 5-A OF THE AMENDED PLAT OF TRACTS 5, 6, 7, 8, AND 9, RIVERVIEW TRACTS, AND TRACT 3 OF THE AMENDED PLAT OF THE TRACTS 1-A, 2, 3 AND 4, RIVERVIEW TRACTS, AND LOT 1 BLOCK 1, OF THE AMENDED PLAT OF LOT 1, BLOCK 1, OF THE AMENDED PLAT OF BLOCK 1, FOURTH SUPPLEMENT TO RIVERVIEW TRACTS, AND TRACTS 10-13 OF THE RIVERVIEW TRACTS ADDITION. A TRACT OF LAND LOCATED IN GOVERNMENT LOTS 3 & 4 OF SECTION 1, AND GOVERNMENT LOT 1 OF SECTION 2, T20N, R3E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA. (ADDRESSED AS 1807 3<sup>rd</sup> St NW)

\* \* \* \* \*

WHEREAS, the subject property is legally described as proposed Lot 5 of the Amended Plat of Lots 1-3 of the Amended Plat of Lot 1, Block 1, Third Supplement to Riverview Tracts and Tracts 1-A and 2 of the Amended Plat of Tracts 1-A, 2, 3 and 4, Riverview Tracts and Tract 5-A of the Amended Plat of Tracts 5, 6, 7, 8, and 9, Riverview Tracts, and Tract 3 of the Amended Plat of the Tracts 1-A, 2, 3 and 4, Riverview Tracts, and Lot 1 Block 1, of the Amended Plat of Lot 1, Block 1, of the Amended Plat of Block 1, Fourth Supplement to Riverview Tracts, and Tracts 10-13 of the Riverview Tracts Addition. A Tract of Land Located in Government Lots 3 & 4 of Section 1, and Government Lot 1 of Section 2, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana and additionally described as a portion of 1807 3<sup>rd</sup> St NW, herein referred to as “Subject Property” and owned by Calumet Montana Refining (Calumet); and,

WHEREAS, in 2005 the City of Great Falls completed a City-wide rezoning wherein the Subject Property was zoned C-2 General commercial; and,

WHEREAS, Calumet has petitioned the City of Great Falls to rezone the subject property to I-2 Heavy Industrial district; and,

WHEREAS, The Great Falls City Commission took action to rezone adjacent properties to I-2 Heavy industrial at a Public Hearing held on February 5, 2013; and,

WHEREAS, the Great Falls City Commission at said meeting requested that the Subject Property be assigned a zoning classification of PUD-Planned unit development; and,



WHEREAS, the owner, Calumet, has petitioned the City of Great Falls to rezone said property, to PUD-Planned unit development district classification; and,

WHEREAS, the Zoning Commission recommended the City Commission approve the rezoning of the Subject Property from C-2 General commercial to PUD – Planned Unit Development at a Public Hearing held on March 12, 2013; and,

WHEREAS, notice was published in the *Great Falls Tribune* advising that a public hearing on the proposed zoning map amendment would be held on the 7<sup>th</sup> day of May, 2013, before final passage of said Ordinance herein; and,

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

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

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

Section 2. That the zoning classification of proposed Lot 5 of the Amended Plat of Lots 1-3 of the Amended Plat of Lot 1, Block 1, Third Supplement to Riverview Tracts and Tracts 1-A and 2 of the Amended Plat of Tracts 1-A, 2, 3 and 4, Riverview Tracts and Tract 5-A of the Amended Plat of Tracts 5, 6, 7, 8, and 9, Riverview Tracts, and Tract 3 of the Amended Plat of the Tracts 1-A, 2, 3 and 4, Riverview Tracts, and Lot 1 Block 1, of the Amended Plat of Lot 1, Block 1, of the Amended Plat of Block 1, Fourth Supplement to Riverview Tracts, and Tracts 10-13 of the Riverview Tracts Addition (A Tract of Land located in Government Lots 3 & 4 of Section 1, and Government Lot 1 of Section 2, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana) be designated as PUD-Planned unit development district, as defined:

The uses on the Subject Property shall be limited to those accessory to the production and manufacturing of petroleum fuels or petrochemicals. Development on the subject property shall conform to the Development Standards prescribed in Title 17, City Code, for I-2 Heavy industrial zoning, except that the height of buildings, structures or accessory buildings and structures shall not exceed 60 feet. Stacks necessary for venting combustion products shall be permitted at Montana Department of Environmental Quality required heights. Permanent outside uses shall be adequately screened, including an 8-foot wall, from adjacent properties zoned C-2 General Commercial and located on the north side of the Subject Property.

Processing facilities or units for the manufacturing of petroleum fuels or petrochemicals are not permitted with the following exceptions:

1. Structures used for the storage of petroleum, petroleum products, petroleum fuels, asphalts or petrochemicals. Structures shall not exceed a height of 60 feet above grade.
2. Structures used for the storage or warehousing of materials or equipment required in the processing or manufacturing of petroleum products, asphalts or petrochemicals. Structures shall not exceed a height of 35 feet above grade.
3. The equipment or activities required for the receiving, shipping, blending or compounding of petroleum, petroleum products, petroleum fuels, asphalts or petrochemicals.
4. The equipment or activities required to maintain the quality or temperature for the receiving or shipping of petroleum, petroleum products, petroleum fuels, asphalts or petrochemicals.
5. Any equipment or activities required for the maintenance or the improvement of air or water quality.

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 Amended Plat of Lots 1-3 of the Amended Plat of Lot 1, Block 1, Third Supplement to Riverview Tracts and Tracts 1-A and 2 of the Amended Plat of Tracts 1-A, 2, 3 and 4, Riverview Tracts and Tract 5-A of the Amended Plat of Tracts 5, 6, 7, 8, and 9, Riverview Tracts, and Tract 3 of the Amended Plat of the Tracts 1-A, 2, 3 and 4, Riverview Tracts, and Lot 1 Block 1, of the Amended Plat of Lot 1, Block 1, of the Amended Plat of Block 1, Fourth Supplement to Riverview Tracts, and Tracts 10-13 of the Riverview Tracts Addition. A Tract of Land Located in Government Lots 3 & 4 of Section 1, and Government Lot 1 of Section 2, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading April 16, 2013.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading May 7, 2013.

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Michael J. Winters, Mayor

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

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David L. Nielsen, Interim City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3104 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

(CITY SEAL)

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Lisa Kunz, City Clerk