



# City Commission Agenda

for

## March 4, 2008

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

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**NEIGHBORHOOD COUNCILS**

1. Miscellaneous reports and announcements.

**PUBLIC HEARINGS**

2. Cottage Grove Addition, Phase 3. **(Presented by: Ben Rangel)**
  - A. Res. 9727, Annexes said property. Action: Conduct joint public hearing and adopt or deny Res. 9727.
  - B. Ord. 2999, Assigns zoning classification of PUD Planned Unit Development District to property. Action: Conduct joint public hearing and adopt or deny Ord. 2999.
3. Unincorporated 20 foot strip of land to be combined with the incorporated Lot 1, Block 6, Meadowlark Addition No. 5. **(Presented by: Ben Rangel)**
  - A. Res. 9728, Annexes said property. Action: Conduct joint public hearing and adopt or deny Res. 9728.
  - B. Ord. 3000, Assigns zoning classification of R-3 Single-family high density district upon unincorporated land. Action: Conduct joint public hearing and adopt or deny Ord. 3000.
4. Ord. 2998, Amending OCCGF 15.50 to adopt the 2006 edition of the International Fire Code (IFC). Action: Conduct public hearing and adopt or deny Ord. 2998. **(Presented by: Randy McCamley)**

**OLD BUSINESS**

**NEW BUSINESS**

**ORDINANCES/RESOLUTIONS**

**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.

5. Minutes, February 19, 2008, Commission meeting.
6. Total Expenditures of \$1,000,721 for the period of February 12-27, 2008, to include claims over \$5000, in the amount of \$825,535.

7. Contracts list.
8. Grants list.
9. Approve Labor Agreement with the Plumbers and Fitters Local #41.

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

#### **BOARDS & COMMISSIONS**

10. Preliminary Plat, Castle Pines Addition Phases VI-VIII. Consists of 36 residential lots located along the east side of 13<sup>th</sup> Street South and south of 27<sup>th</sup> Avenue South. Action: Approve Preliminary Plat and accompanying Findings of Fact.
11. Miscellaneous reports and announcements.

#### **CITY MANAGER**

12. Miscellaneous reports and announcements.

#### **CITY COMMISSION**

13. Miscellaneous reports and announcements.

#### **PETITIONS AND COMMUNICATIONS** *(Please keep your remarks to a maximum of 5 minutes)*

14. Miscellaneous reports and announcements.

#### **MOTION TO ADJOURN**

AGENDA REPORT

DATE March 4, 2008

ITEM Public Hearing – Resolution 9727 to Annex and Ordinance 2999 to Establish City Zoning to Cottage Grove Addition Phase 3

INITIATED BY Discovery Meadows Inc., Property Owner and Developer

ACTION REQUESTED Commission Adopt Resolution 9727 and Ordinance 2999 and Approve Final Plat and Annexation Agreement related to Cottage Grove Addition Phase 3

PREPARED BY Charles Sheets, Planner I

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

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**RECOMMENDATION:**

The City Planning Board and Zoning Commission have recommend the City Commission approve the final plat of Cottage Grove Addition Phase 3 and annexation of the property contained therein, subject to fulfillment of the specified conditions by the applicant and assign a zoning classification of PUD Planned unit development district upon annexation to the City.

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

“I move the City Commission adopt Resolution 9727 and approve the final plat and annexation agreement related to Cottage Grove Addition Phase 3.”

And;

“I move the City Commission adopt Ordinance 2999.”

**SYNOPSIS:**

Resolution 9727 annexes Cottage Grove Addition Phase 3. Ordinance 2999 assign a zoning classification of PUD Planned unit development district to Cottage Grove Addition Phase 3, upon annexation to the City.

**BACKGROUND:**

On January 8, 2008, the City Commission conditionally approved the Preliminary Plat of Cottage Grove Addition Phase 3 located along the northerly extension of 50<sup>th</sup> Street North from 7<sup>th</sup> Avenue North and consisting of 28 single-family lots ranging in size from 4686 sq. ft. to 9742 sq. ft.

For reference, find a Vicinity/Zoning Map attached to Resolution 9727.

Lots in the subdivision will be accessed by 7<sup>th</sup> Avenue North. The developer does intend to install standard City paving, curb and gutter in 50<sup>th</sup> Street North, 8<sup>th</sup> Avenue North and the north ½ of the abutting portion of 7<sup>th</sup> Avenue North. The south ½ of 7<sup>th</sup> Avenue North was improved as a part of the development of Portage Meadows Addition.

City water and sanitary sewer mains will be installed in 50<sup>th</sup> Street North, being dedicated on the subdivision plat.

Surface drainage from the subdivision will flow southerly to a low spot within the subdivision and piped to the existing City storm drain system in 7<sup>th</sup> Avenue North. The applicant agrees to pay for their proportionate share of the cost of extending the storm drain system to the east side of Phase 3 for future connections.

To fulfill the subdivision’s park obligation, the developer proposes to pay a fee in lieu of dedicating land.

The final engineering documents relative to the final plat of Cottage Grove Addition Phase 3 have been prepared by the project engineer and submitted to the Public Works Department for review.

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

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

The primary reason the applicant is requesting the PUD Planned unit development district zoning classification is to allow more flexibility in lot sizes in order to accommodate more affordable housing. The proposed lot sizes range from about 4686 to 9742 sq ft and the minimum setbacks are: front – 20ft; side – 6ft; and rear – 10ft. For comparison, the R-3 Single-family high density district has a minimum lot size of 7500 sq ft with minimum setbacks of: front – 20ft; side – 5ft; and rear – 10ft. Assuming equal building sizes, the main difference between the proposed PUD lots in Cottage Grove Addition Phase 3 and a conventional R-3 zoning district is less yard space. Also, for comparison purposes, the lots in the Portage Meadows PUD, located directly to the south of Cottage Grove, range in size from 3,000 to 6,000 sq ft.

It is anticipated the planned single-family residential use of the property will be compatible with neighboring Cottage Grove Addition Phases 1 and 2 which are being developed as single-family residential subdivisions and Portage Meadows Additions to the south. Therefore, staff concludes the criteria are substantially met.

The Planning Board and Zoning Commission, at the conclusion of a combined public hearing held January 22, 2008, unanimously recommended the City Commission assign a zoning classification of PUD Planned unit development district to Cottage Grove Addition Phase 3 and the annexation of the property, subject to fulfillment of the following conditions by the applicant:

- 1) The final plat of Cottage Grove Addition Phase 3 shall incorporate correction of any errors or omissions noted by staff.
- 2) The final engineering drawings and specifications being approved by the City Public Works Department for the required public improvements to serve Cottage Grove Addition Phase 3.
- 3) An Annexation Agreement shall be prepared containing terms and conditions for annexation of Cottage Grove Addition Phase 3, including agreement by applicant to install, within two years of the date of annexation of Cottage Grove Addition Phase 3, the public improvements referenced in Paragraph 2) above.
- 4) All applicable fees owed as a condition of plat or annexation approval shall be paid upon final platting and annexation.

Above stated conditions 3) & 4) have been fulfilled and conditions 1) & 2) will be fulfilled prior to filing the Final Plat.

Attach: Resolution 9727, Ordinance 2999, and Annexation agreement (Annexation Agreement not available online; on file in City Clerk's Office.)

Cc: Discovery Meadows, Inc., 1725 41<sup>st</sup> St S

RESOLUTION 9727

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE COTTAGE GROVE ADDITION PHASE 3, LOCATED IN THE NE1/4SE1/4 OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED HEREINBELOW; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

\* \* \* \* \*

WHEREAS, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and,

WHEREAS, there is contiguous to said City, but without the boundaries thereof, certain tracts or parcels of land situated in the County of Cascade, State of Montana, and described as follows:

Cottage Grove Addition Phase 3, located in the NE1/4SE1/4 of Section 4, Township 20 North, Range 4 East, Cascade County, Montana, and containing 5.19 acres,

all as shown on the map attached hereto marked Exhibit "A" and by this reference made a part hereof and according to the final plat of Cottage Grove Addition Phase 3; and,

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and,

WHEREAS, the owner of the hereinabove described property has submitted a petition to have said property annexed to the City of Great Falls.

NOW, THEREFORE, the City Commission now finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and,

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the law and constitution of the State of Montana, and all conditions, acts, and things required to be done precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed;

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "COTTAGE GROVE ADDITION PHASE 3, LOCATED IN THE NE1/4SE1/4 OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

The Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate district boundaries of the City of Great Falls, Montana, to include said tract of land; and,

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 4<sup>th</sup> day of March, 2008.

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Dona R. Stebbins, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

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David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9727 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 4<sup>th</sup> day of March, 2008, wherein it was approved by said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 4<sup>th</sup> day of March, 2008.

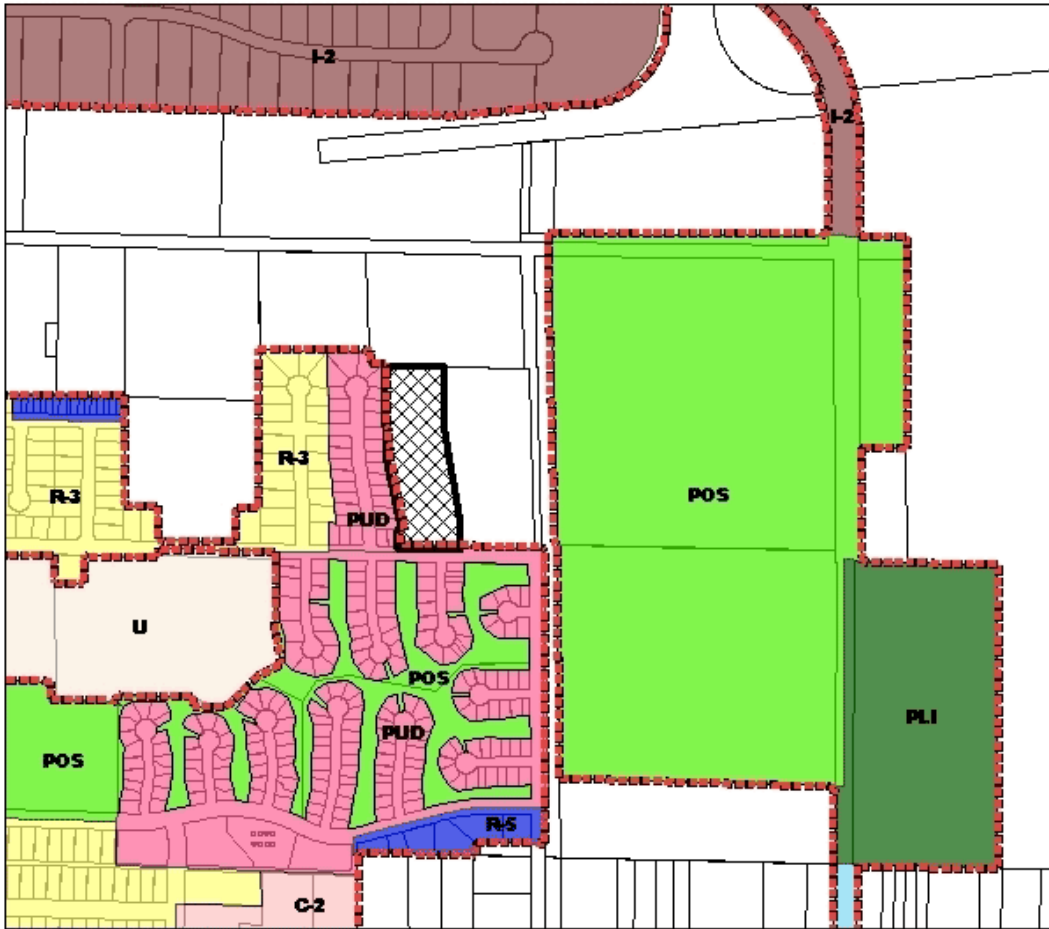
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Lisa Kunz, City Clerk












(CITY SEAL)

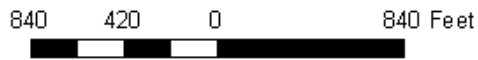
# EXHIBIT "A"

## VICINITY/ZONING MAP



 COTTAGE GROVE ADDITION PHASE 3 TO BE ASSIGNED A CITY ZONING CLASSIFICATION OF "PUD" PLANNED UNIT DEVELOPMENT UPON ANNEXATION

- |   |  |   |
|---|--|---|
|  City Limits                     |  C-2 General commercial             |  I-2 Heavy industrial        |
|  R-3 Single-family high density  |  PLI Public Lands and Institutional |  U Unincorporated            |
|  R-5 Multi-family medium density |  POS Parks and Open Space           |  Tracts of land outside City |
|  C-1 Neighborhood commercial     |  PUD Planned unit development       |   |





ORDINANCE 2999

AN ORDINANCE ASSIGNING  
A ZONING CLASSIFICATION OF  
PUD PLANNED UNIT DEVELOPMENT DISTRICT  
TO COTTAGE GROVE ADDITION PHASE 3,  
IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST,  
P.M.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, Discovery Meadows Inc., has petitioned the City of Great Falls to annex Cottage Grove Addition Phase 3, located in Section 4, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana; and,

WHEREAS, Discovery Meadows Inc., has petitioned said Cottage Grove Addition Phase 3, be assigned a City zoning classification of PUD Planned unit development district to accommodate affordable single-family residences, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of PUD Planned unit development district on the lots within said Cottage Grove Addition Phase 3, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 4<sup>th</sup> day of March, 2008, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and recommended that the said zoning designation be made, NOW THEREFORE,

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

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

Section 2. That the zoning of Cottage Grove Addition Phase 3, be designated as PUD Planned unit development district classification subject to the building envelopes, setbacks and heights attached hereto as Exhibit "A" and by this reference made a part hereof.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing Cottage Grove Addition Phase 3 into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 4<sup>th</sup> day of March, 2008.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Ordinance 2999 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana at a meeting thereof held on the 4<sup>th</sup> day of March, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 4<sup>th</sup> day of March, 2008.

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

(CITY SEAL)

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

Lisa Kunz, being first duly sworn, deposes and says: That on the 4<sup>th</sup> day of March, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 2999 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

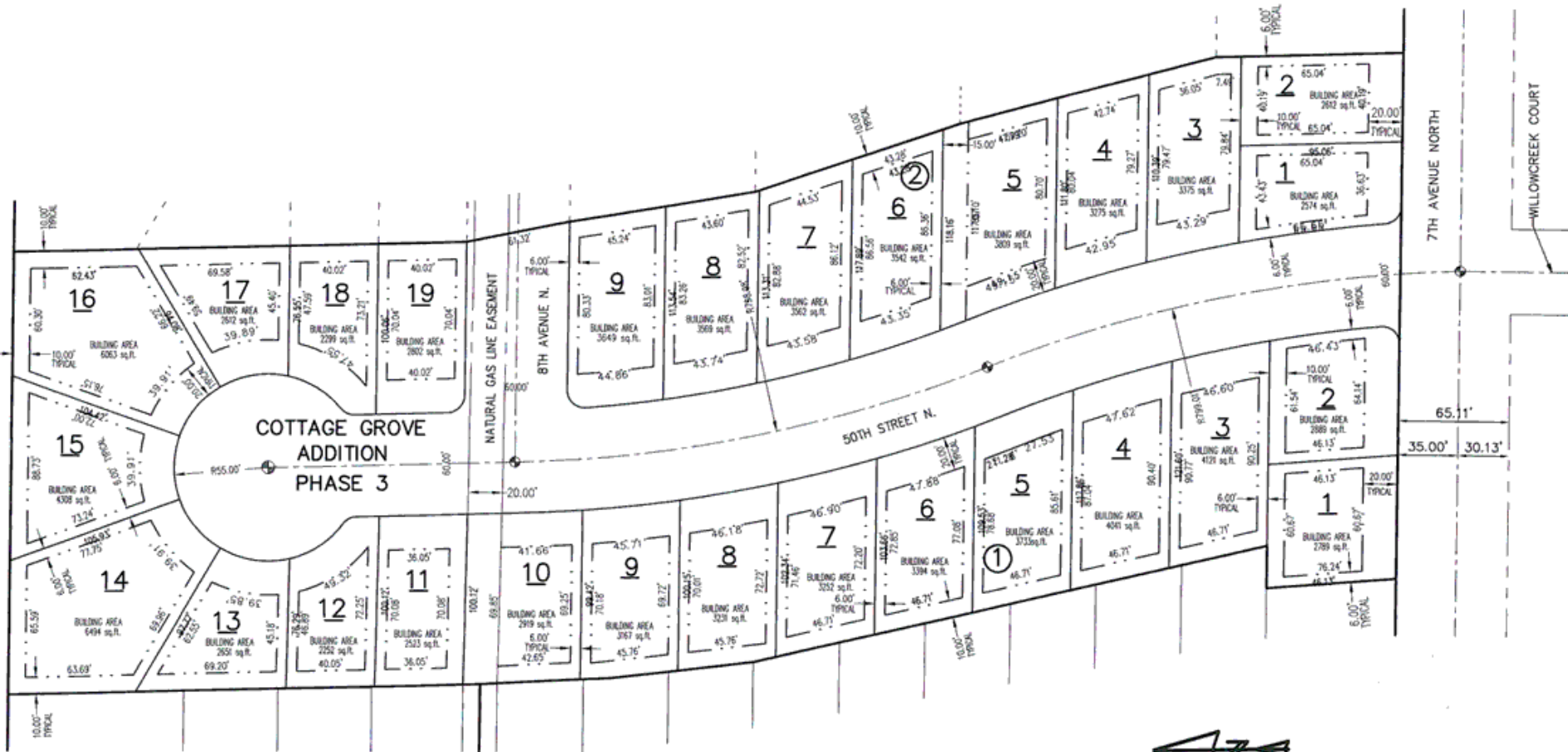
On the Bulletin Board, first floor, Civic Center Building;  
On the Bulletin Board, first floor, Cascade County Court House;  
On the Bulletin Board, Great Falls Public Library

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

(CITY

SEAL)

MAXIMUM BUILDING HEIGHT OF PRINCIPAL BUILDING IS 35 FEET.  
 MAXIMUM BUILDING HEIGHT OF DETACHED ACCESSORY BUILDINGS IS 24 FEET.



**COTTAGE GROVE ADDITION PHASE 3**

**BUILDING ENVELOPE SETBACKS AND HEIGHTS**

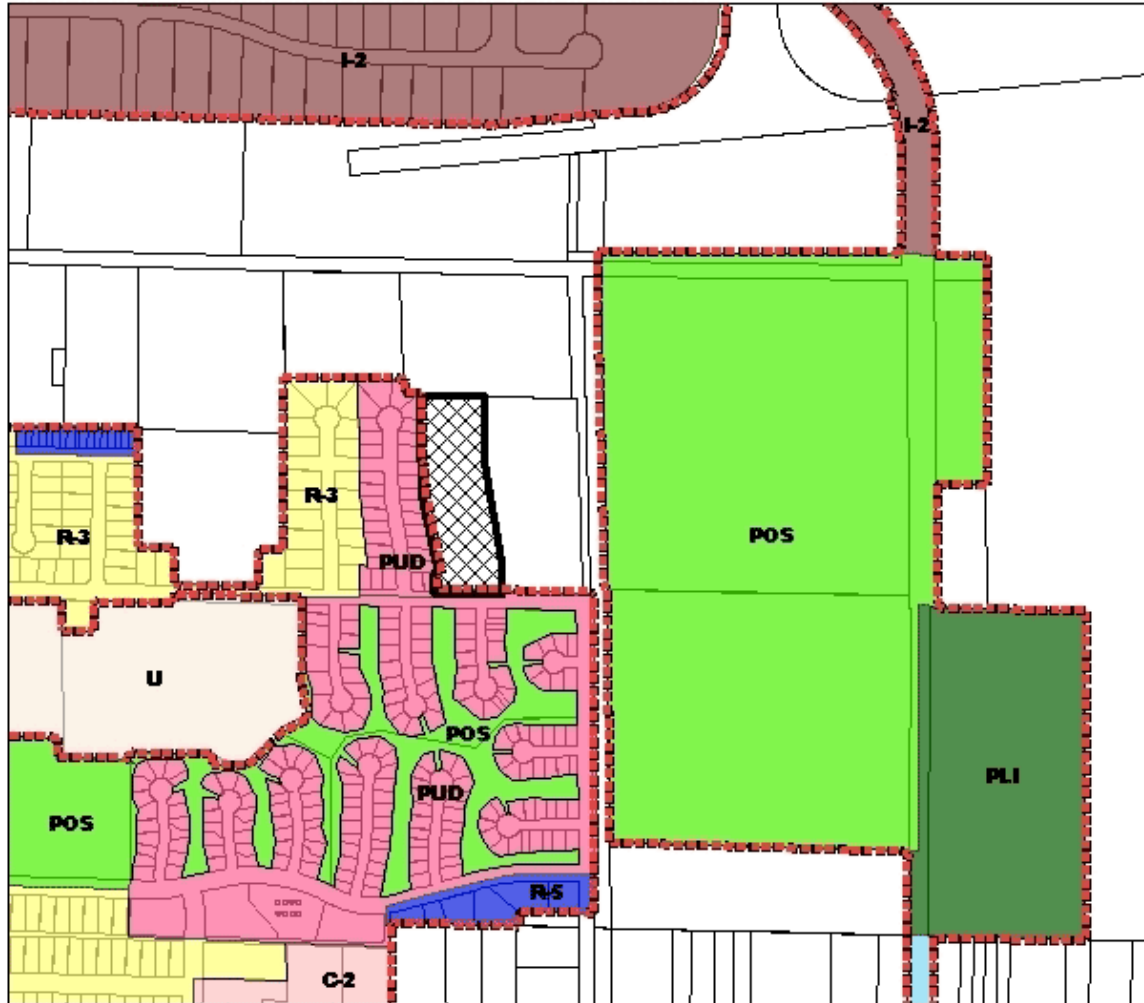
**EXHIBIT "A"**















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

# EXHIBIT "A"

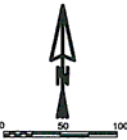
## VICINITY/ZONING MAP



-  COTTAGE GROVE ADDITION PHASE 3 TO BE ASSIGNED A CITY ZONING CLASSIFICATION OF "PUD" PLANNED UNIT DEVELOPMENT UPON ANNEXATION
- |   |  |   |
|---|--|---|
|  City Limits                     |  C-2 General commercial             |  I-2 Heavy industrial        |
|  R-3 Single-family high density  |  PLI Public Lands and Institutional |  U Unincorporated            |
|  R-5 Multi-family medium density |  POS Parks and Open Space           |  Tracts of land outside City |
|  C-1 Neighborhood commercial     |  PUD Planned unit development       |   |



MASTER PLAN  
**COTTAGE GROVE ADDITION  
 PHASE 3**  
 TO THE CITY OF GREAT FALLS  
 A SUBDIVISION IN THE NE 1/4 SE 1/4 SECTION 4, T20N, R4E,  
 P.M., MT, CASCADE COUNTY, MONTANA



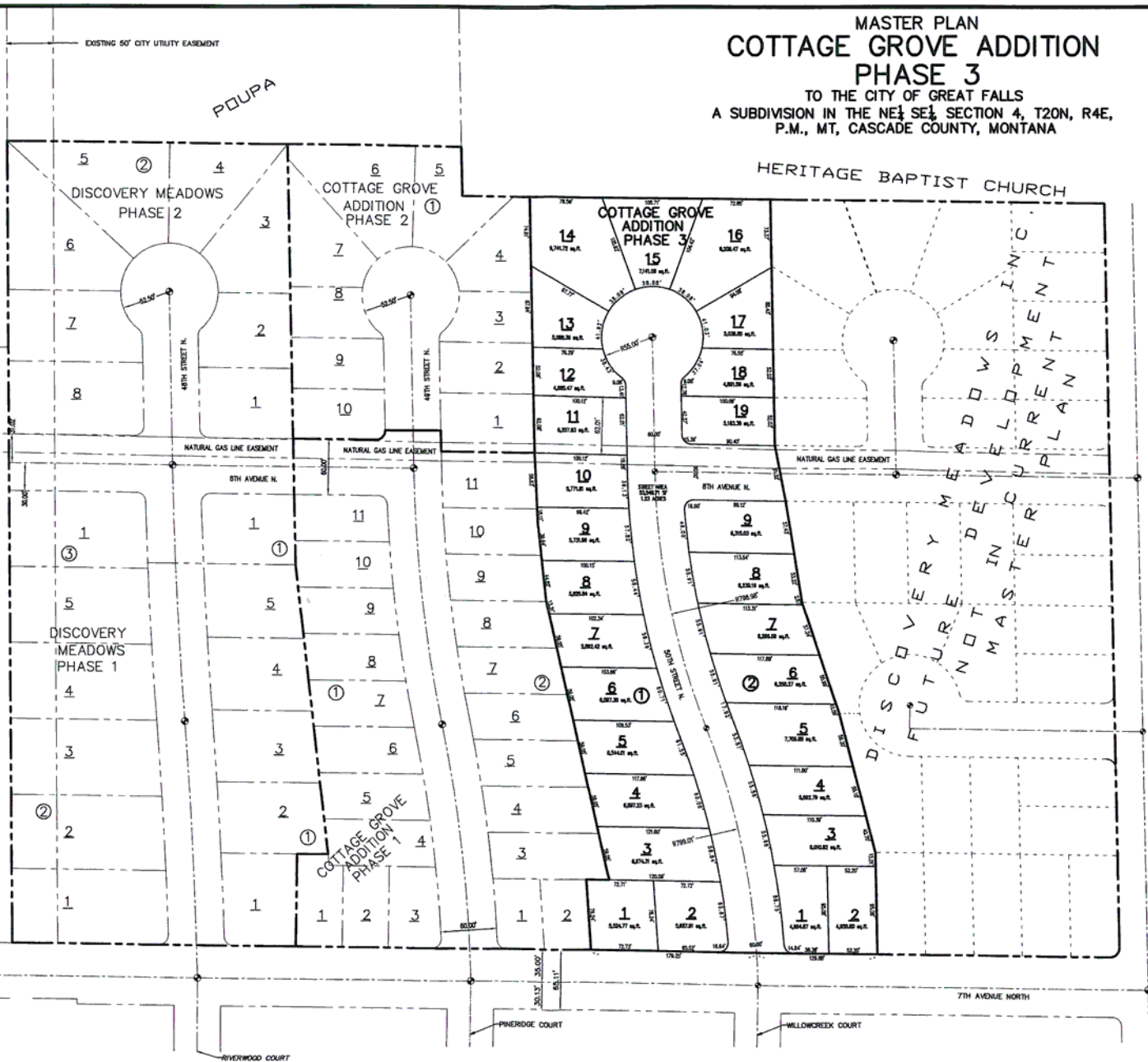
1 LOT NUMBER  
 ① BLOCK NUMBER  
 TOTAL AREA PHASE 3  
 225,963.55 SF  
 5.19 ACRES

GRAY

GRAY / REDDING PROPERTY LINE

20' GAS LINE EASEMENT

REDDING



WORTH ENGINEERING, INC.  
 ENGINEERS & SURVEYORS  
 P.O. BOX 1028, GREAT FALLS, MONTANA 59403

MASTER PLAN

CITY OF GREAT FALLS O.F. 1479  
 COTTAGE GROVE ADDITION - PHASE 3



AGENDA REPORT

DATE March 4, 2008

ITEM Public Hearing – Resolution 9728 to Annex and Ordinance 3000 to Establish City Zoning upon an unincorporated 20 foot strip of land to be combined with the incorporated Lot 1, Block 6, Meadowlark Addition No. 5

INITIATED BY Meadowlark Partners LLP, Property Owner and Developer

ACTION REQUESTED Commission Adopt Resolution 9728 and Ordinance 3000 and Approve Amended Plat of Lot 1, Block 6, Meadowlark Addition No. 5

PREPARED BY Charles Sheets, Planner I

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

- - - - -

**RECOMMENDATION:**

The City Planning Board and Zoning Commission have recommended the City Commission approve the amended plat and annexation of the unincorporated 20 foot strip of land being combined with the incorporated Lot 1, Block 6, Meadowlark Addition No. 5 and establish a zoning classification of R-3 Single-family high density district upon annexation to the City.

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

“I move the City Commission adopt Resolution 9728 and approve the Amended Plat of Lot 1, Block 6, Meadowlark Addition No. 5.”

And;

“I move the City Commission adopt Ordinance 3000.”

**SYNOPSIS:**

Resolution 9728 annexes the unincorporated 20 foot strip of land being combined with the incorporated Lot 1, Block 6, Meadowlark Addition No. 5. Ordinance 3000 establishes a zoning classification of R-3 Single-family high density district upon the unincorporated land.

**BACKGROUND:**

On behalf of the applicant, HKM Engineering has prepared an Amended Plat of Lot 1, Block 6, Meadowlark Addition No. 5 adding a 20 foot strip of land to its east boundary. The applicant wishes to increase the size of said lot to provide additional yard space for a planned single-family residence.

For review purposes, please refer to the attached Vicinity/Zoning Map.

The amended plat will not result in any additional lots. The applicant has installed standard City paving, curb, gutter, water mains and sanitary sewer mains in Delea Drive and easements within the subdivision as a part of the development of Meadowlark Addition No. 5.

The proposed zoning for the 20 foot strip of land will be the same as the lot to which the strip is being added. In that the zoning assignment for the lot was previously evaluated and approved in conjunction with the original plat of Meadowlark Addition No. 5, staff concludes that the 12 criteria listed in Section 76-2-304 Montana Code Annotated, are also substantially met for the strip of land.

The Planning Board and Zoning Commission, at the conclusion of a combined public hearing held January 22, 2008, unanimously recommended the City Commission establish a zoning classification of R-3 Single-family high density district to the unincorporated 20 foot strip of land being combined with the incorporated Lot 1, Block 6, Meadowlark Addition No. 5 via an amended plat, and the City Commission annex the narrow strip of land to the City, subject to any errors or omissions on the amended plat being corrected.

Attach: Resolution 9728, Ordinance 3000, and Vicinity/Zoning Map

Cc: Meadowlark Partners LLP, 410 Central Ave, Ste. 414

RESOLUTION 9728

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE THE UNINCORPORATED 20 FOOT STRIP OF LAND BEING COMBINED WITH THE INCORPORATED LOT 1, BLOCK 6, MEADOWLARK ADDITION NO. 5, GREAT FALLS, MONTANA, ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

\* \* \* \* \*

WHEREAS, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and,

WHEREAS, there is contiguous to said City, but without the boundaries thereof, certain tracts or parcels of land situated in the County of Cascade, State of Montana, and described as follows:

The unincorporated 20 foot strip of land being combined with the incorporated Lot 1, Block 6, Meadowlark Addition No. 5 and containing 0.052 acres, located in Section 22, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, as described on the Amended Plat of Lot 1, Block 6, Meadowlark Addition No. 5,

all as shown on the map attached hereto marked Exhibit "A" and by this reference made a part hereof; and,

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and,

WHEREAS, the owner of the hereinabove described property has submitted a petition to have said property annexed to the City of Great Falls; and,

WHEREAS, the City Commission now finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and,

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the law and constitution of the State of Montana, and all conditions, acts, and things required to be done precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city the unincorporated 20 foot strip of land being combined with the incorporated Lot 1, Block 6, Meadowlark Addition No. 5 and containing .0052 acres: "THE UNINCORPORATED 20 FOOT STRIP OF LAND BEING COMBINED WITH THE INCORPORATED LOT 1, BLOCK 6, MEADOWLARK ADDITION NO. 5."

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate district boundaries of the City of Great Falls, Montana, to include said tract of land; and,

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 4<sup>th</sup> day of March, 2008.

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Dona R. Stebbins, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(CITY SEAL)



APPROVED FOR LEGAL CONTENT:

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David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9728 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 4<sup>th</sup> day of March, 2008, wherein it was approved by said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 4<sup>th</sup> day of March, 2008.

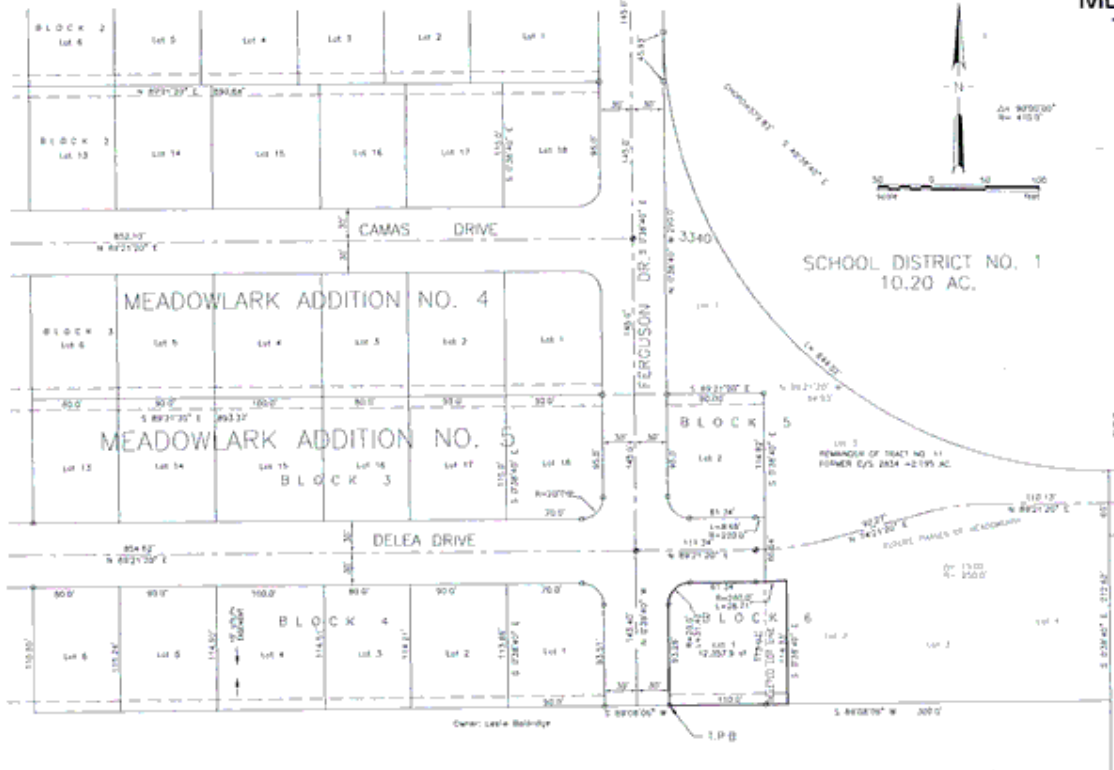
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Lisa Kunz, City Clerk

(CITY SEAL)

# AMENDED SUBDIVISION PLAT OF LOT 1, BLOCK 6, MEADOWLARK ADDITION NO. 5 TO CITY OF GREAT FALLS

IN SE1/4, SECTION 22, T 20 N, R 3 E, P.M.M.  
CASCADE COUNTY, MONTANA



**PURPOSE OF SURVEY**  
A boundary line adjustment between Lot 1, Block 6, Meadowlark Addition #5 in Great Falls, Montana and the remainder of Tract No. 11, C2S 2834 in Section 22, T 20 N, R 3 E, P.M.M., Cascade County, Montana. This is not a subdivision, and is exempt from review under MCA 76-5-207(10A). Acquisition of title in a patented subdivision and jurisdiction in Subdivision Act, after 11-26-2007(2)(C).

**CERTIFICATE OF LOCATION**  
We, the undersigned property owners, do hereby certify that we have caused to be surveyed, subdivided and posted lots and streets as shown by the plat hereto annexed, the following described land in Great Falls, Cascade County, Montana, to wit:

**DESCRIPTION**  
Beginning at the SE corner of Block 6, Meadowlark Add. No. 5, and the TRUE POINT OF BEGINNING, in Section 22, T 20 N, R 3 E, P.M.M., Cascade County, Montana.  
Thence N 02°34'00" W, 332.93 ft; Thence along a curve to the NE with a radius of 20 ft, an arc distance of 31.43 ft; Thence S 89°21'20" E, 85.34 ft along the South boundary of Delea Drive; Thence along a curve to the NE with a radius of 280.0 ft, an arc distance of 28.71 ft; Thence S 02°34'00" E, 114.33 ft; Thence S 89°28'00" W, 110.00 ft along the South boundary of said Meadowlark Addition No. 5 to the TRUE POINT OF BEGINNING, with a course 12,329.8 ft in all.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007  
 For the City of Great Falls, Montana  
 State of Montana  
 County of Cascade  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, who executed the foregoing Subdivision Plat, and they acknowledged to me that they executed the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007  
 For the City of Great Falls, Montana  
 State of Montana  
 County of Cascade  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, who executed the foregoing Subdivision Plat, and they acknowledged to me that they executed the same.

**CERTIFICATE OF SURVEYOR**  
 State of Montana  
 County of Cascade  
 I, Dwight L. Assen, a Registered Land Surveyor, do hereby certify that I have performed the survey on the attached Amended Plat of Meadowlark Addition No. 5, to the City of Great Falls, and said such survey was made on Nov. 1, 2007, that said survey is true and complete as shown.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.  
 Dwight L. Assen  
 Registration No. 8841-LS

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007  
 For the City of Great Falls, Montana  
 State of Montana  
 County of Cascade  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, who executed the foregoing Subdivision Plat, and they acknowledged to me that they executed the same.

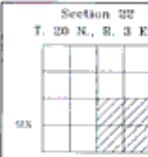


EXHIBIT "A"

<p><b>LEGEND</b></p> <p>--- 1/4" SECTION CORNER</p> <p>--- 1/4" SECTION PLAT</p> <p>--- 1/4" SECTION &amp; WORKMAN</p>	<p><b>County Treasurer's Certification</b></p> <p>I hereby certify that no real property taxes assessed and owed on the land being divided are delinquent.</p> <p>_____          Cascade County Treasurer</p>	<p><b>Cascade County Clerk and Recorder</b></p>	<p><b>BASIS OF BEARING</b></p> <p>Each of bearing, north was obtained from previous subdivisions in Meadowlark Subdivision.</p> <p>Distances shown are surface distance in international feet.</p> <p>Said origin point of the southwest corner of Block 6, Addition No. 5 to Meadowlark in 1948.</p>	<p><b>HCM</b>  <b>ENGINEERING</b>          2791 16th Street NE          P.O. Box 49          Great Falls, MT 59403          Phone: (406) 453-4558          Fax: (406) 453-4558</p>	<p>City of Great Falls, Montana  <b>SUBDIVISION PLAT No.</b>          1333 ALPINE DRIVE          GREAT FALLS, MT. 59404</p>
			<p>Drawn by: ELA    Checked by: RW    Printed on: 8/21/07</p>	<p>Page 1 of 1</p>	

ORDINANCE 3000

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF  
R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO  
A 20 FOOT STRIP OF LAND TO BE COMBINED WITH  
LOT 1, BLOCK 6, MEADOWLARK ADDITION NO. 5,  
IN THE SE1/4 OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 3 EAST,  
P.M.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, Meadowlark Partners, LLP, have had prepared an Amended Plat of Lot 1, Block 6, Meadowlark Addition No. 5 to add a 20 foot strip of land to the east boundary of said lot; and,

WHEREAS, Meadowlark Partners, LLP, have petitioned the City of Great Falls to annex said 20 foot strip of land; and,

WHEREAS, Meadowlark Partners, LLP, have petitioned said unincorporated land being combined with said incorporated lot, be assigned a City zoning classification of R-3 Single-family high density district to accommodate a single-family residence, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of R-3 Single-family high density district, to said unincorporated land being combined with the incorporated Lot 1, Block 6, Meadowlark Addition No. 5, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 4<sup>th</sup> day of March, 2008, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and recommended that the said zoning designation be made, NOW THEREFORE,

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

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

Section 2. That the zoning of the unincorporated land being combined with the incorporated Lot 1, Block 6, Meadowlark Addition No. 5 be designated as R-3 Single-family high density district classification.

Section 3. This ordinance shall be in full force and effect either thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing the unincorporated land being combined with the incorporated Lot 1, Block 6, Meadowlark Addition No. 5, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 4<sup>th</sup> day of March, 2008.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Ordinance 3000 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana at a meeting thereof held on the 4<sup>th</sup> day of March, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 4<sup>th</sup> day of March, 2008.

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

(CITY SEAL)

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

Lisa Kunz, being first duly sworn, deposes and says: That on the 4<sup>th</sup> day of March, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 3000 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

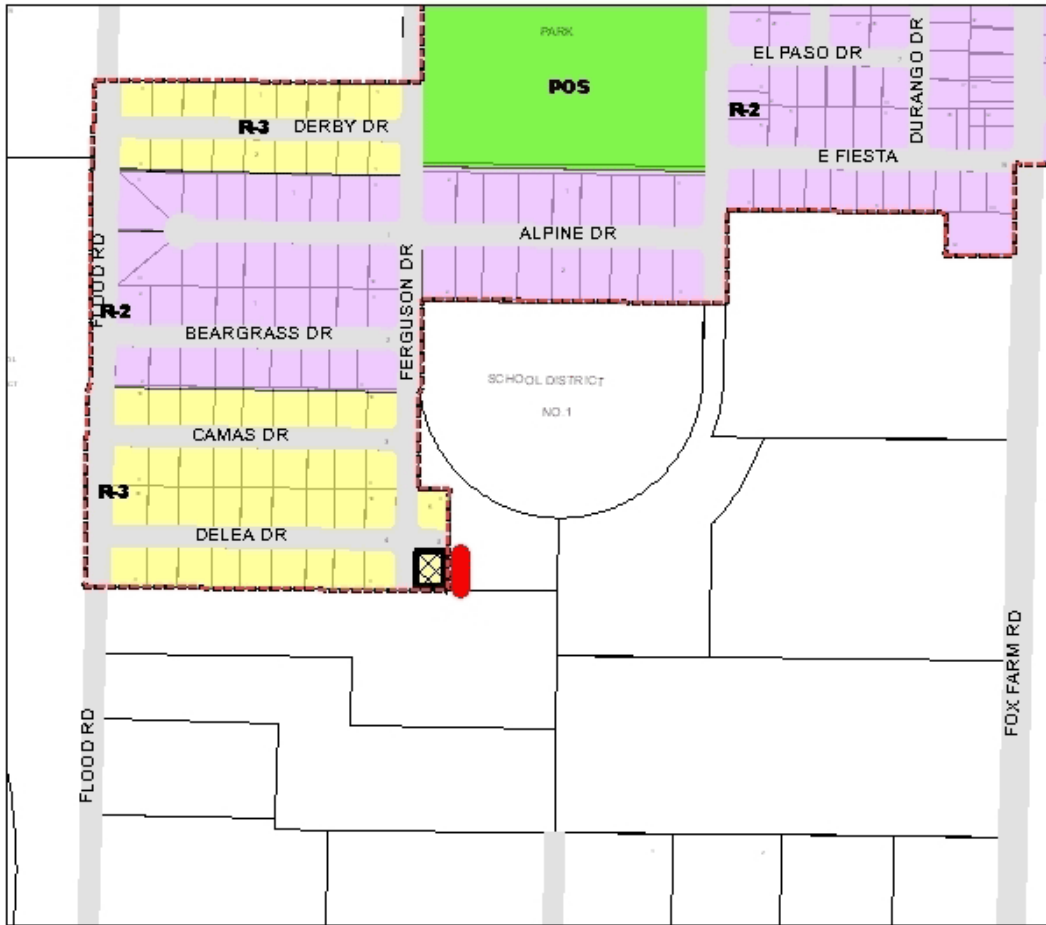
On the Bulletin Board, first floor, Civic Center Building;  
On the Bulletin Board, first floor, Cascade County Court House;  
On the Bulletin Board, Great Falls Public Library

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


(CITY SEAL)


# EXHIBIT "A"


## VICINITY/ZONING MAP





 LOT 1, BLOCK 6, MEADOWLARK ADDITION NO. 5


 UNINCORPORATED STRIP OF LAND TO BE COMBINED WITH ABUTTING LOT 1, BLOCK 6, AND ASSIGNED R-3 SINGLE-FAMILY HIGH DENSITY ZONING DISTRICT TO MATCH SAID LOT

 City Limits

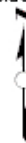
 R-3 Single-family high density

 Tracts of land outside City

 R-2 Single-family medium density

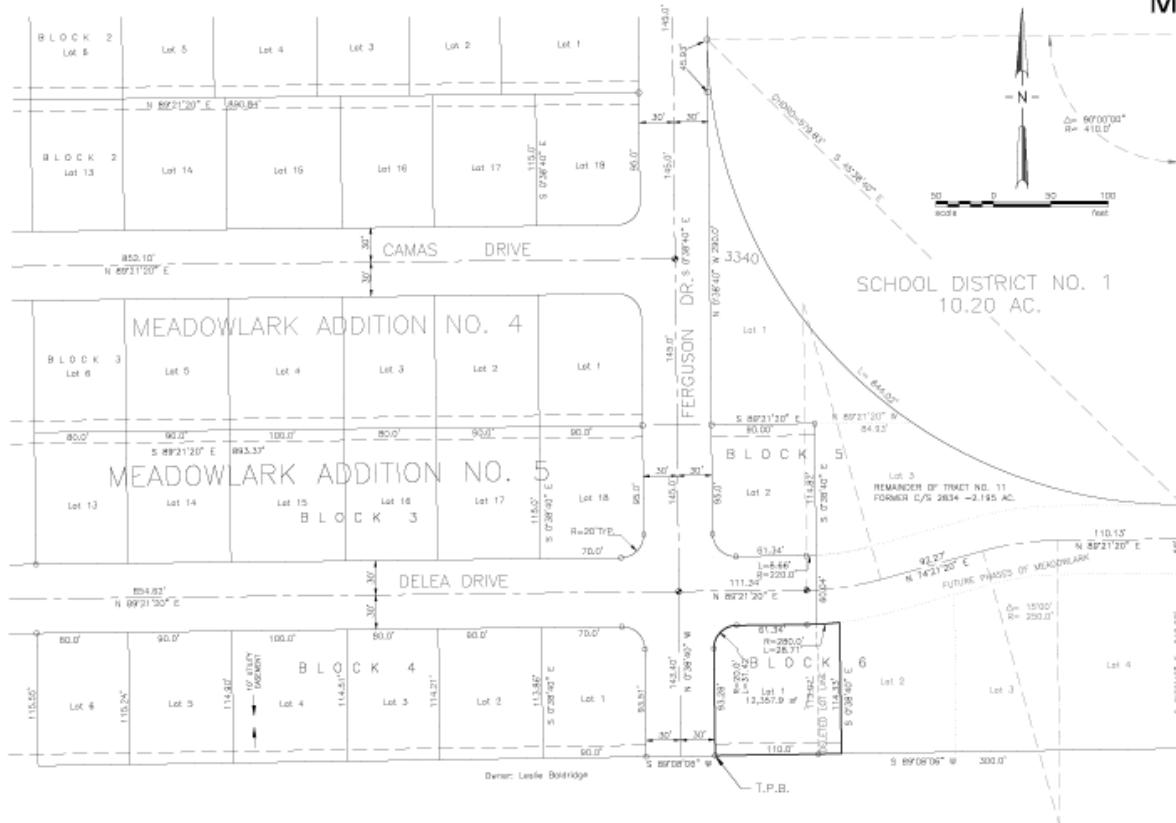
 POS Parks and Open Space

520    260    0    520 Feet



# AMENDED SUBDIVISION PLAT OF LOT 1, BLOCK 6, MEADOWLARK ADDITION NO. 5 TO CITY OF GREAT FALLS

IN SE1/4, SECTION 22, T 20 N, R 3 E, P.M.M.  
CASCADIE COUNTY, MONTANA



**PURPOSE OF SURVEY**  
A boundary line adjustment between Lot 1, Block 6, Meadowlark Addition #5 in Great Falls, Montana and the remainder of Tract No. 11, C/S 2834 in Section 22, T 20 N, R 3 E, P.M.M., Cascade County, Montana. This is not a subdivision, and is exempt from review under MCA 76-3-207(1)(a), aggregation of lots in a platted subdivision and Sanitation in Subdivision Act, ANM 17.36-6002(1)(i).

**CERTIFICATE OF DEDICATION**  
We, the undersigned property owners, do hereby certify that we have caused to be surveyed, subdivided and platted into lots and streets as shown by the plat hereto annexed, the following described land in Great Falls, Cascade County, Montana, to wit:

**DESCRIPTION**  
Beginning at the SW corner of Block 6, Meadowlark Add. No.5, and the TRUE POINT OF BEGINNING, in SE1/4, Section 22, T 20 N, R 3 E, P.M.M., Cascade County, Montana. Thence N 07°38'40" W, 83.28 ft.; Thence along a curve to the NE, with a radius of 30 ft., an arc distance of 31.43 ft.; Thence N 89°21'20" E, 61.34 ft. along the South boundary of Delea Drive. Thence along a curve to the NE, with a radius of 280.0 ft., an arc distance of 25.71 ft.; Thence S 07°38'40" E, 114.33 ft.; Thence S 89°28'05" W, 110.00 ft., along the South boundary of said Meadowlark Addition No. 5 to the TRUE POINT OF BEGINNING. Lot 1 contains 12,357.9 sq. ft.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

Partners LLC, James McIntyre Meadowlark  
State of Montana  
County of Cascade

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the persons who executed the foregoing Subdivision Plat, and they acknowledged to me that they executed the same.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

Partners LLC, Tom Skovron Meadowlark  
State of Montana  
County of Cascade

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the persons who executed the foregoing Subdivision Plat, and they acknowledged to me that they executed the same.

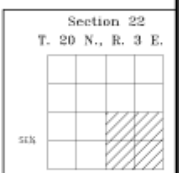
Notary Public for the State of Montana  
Notary Name - Printed  
Residing at Great Falls, Montana  
My commission expires \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007  
Partners LLC, Todd Timboe Meadowlark

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the persons who executed the foregoing Subdivision Plat, and they acknowledged to me that they executed the same.

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

**CERTIFICATE OF SURVEYOR**  
State of Montana }  
County of Cascade }  
I, Dwight L. Aedman, a Registered Land Surveyor, do hereby certify that I have performed the survey on the attached Amended Plat of Meadowlark Addition No. 5, to the City of Great Falls; that said such survey was made on Nov., 2007, that said survey is true and complete as shown.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.  
Dwight L. Aedman  
Registration No. 8641 LS



<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>—○— FOUND SECTION CORNER</li> <li>○ EXISTING P.W. / C&amp;P</li> <li>◆ DISTANCE MEASUREMENT</li> </ul>	<p><b>County Treasurer's Certification</b></p> <p>I hereby certify that no real property taxes assessed and levied on the land being divided are delinquent.</p> <p>Cascade County Treasurer</p>	<p><b>Cascade County Clerk and Recorder</b></p>	<p><b>BASIS OF BEARING</b></p> <p>Basis of bearing, north was obtained from previous additions to Meadowlark Subdivisions. Distances shown are surface distances in International feet. True origin point at the southwest corner of Block 6, Addition No. 5 to Meadowlark as shown.</p> <p>Drawn by: B.L.K.    Checked by: M.S.    Project No. 025 183.07</p>	<p><b>HKM ENGINEERING</b> 2701 18th Street NE P.O. Box 40 Great Falls, MT 59403 Phone: (406) 453-4985 Fax: (406) 453-4288</p>	<p>COUNTY of Cascade, Montana <b>SUBDIVISION PLAT No. _____</b> 155, Sec. 22, Township 20 North, Range 3 East of the P.M.M.</p> <p>Prepared for: <b>TOM SKOVRON</b> MEADOWLARK PARTNERS LLC. 1333 ALPINE DRIVE GREAT FALLS, MT. 59404</p> <p>Page 1 of 1</p>
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AGENDA REPORT

DATE March 4, 2008

**ITEM:** Ordinance 2998, Amending OCCGF 15.50 to adopt the 2006 edition of the International Fire Code (IFC)

**INITIATED BY:** Fire Marshal Doug Bennyhoff

**ACTION REQUESTED:** Conduct public hearing and adopt Ordinance 2998

**PRESENTED BY:** Fire Chief Randy McCamley

**RECOMMENDATION:**

After holding a public hearing, staff recommends the City Commission adopt Ordinance 2998.

**MOTION:**

“I move the City Commission adopt Ordinance 2998.”

**SYNOPSIS:**

Pursuant to § 7-33-4208, MCA, municipalities must adopt local fire codes that meet the minimum standard that the state has adopted. Municipalities are allowed to adopt more stringent fire code requirements at a local level, but cannot be more lenient. Currently the state has adopted the 2003 edition of NFPA 1 Uniform Fire Code.

**BACKGROUND:**

In the past the City of Great Falls has maintained the fire code the State of Montana had adopted which has been most recently the NFPA1. The fire code is one of several codes either adopted separately or by reference from another adopted code. The City of Great Falls Building Department is currently using the 2006 International Building Code (IBC). Staff is recommending the adoption of the 2006 IFC as it is a companion code to the IBC and will create a seamless working relationship with the building officials and the city Fire Marshal’s office. Essentially, a building is built with the applicable building codes and governed throughout its lifespan by the Fire Code. The City can adopt more stringent requirements on a local level, however; our adoption must have a public hearing, and cannot be adopted administratively as the building code is. At this time, staff is not proposing any additional local requirements and intends on adopting the 2006 IFC. It should be noted that the States surrounding Montana have all adopted the 2006 IFC at some level to regulate their fire maintenance issues. The City’s Fire Bureau has made many comparisons between the NFPA1 and the 2006 IFC.

Of the ten (10) Codes which govern construction, Seven (7) are International Codes. The following is a list of those codes currently adopted in Great Falls:

- International Building Code, 2006 edition

- International Residential Code, 2006 edition
- International Mechanical Code, 2006 edition
- International Fuel Gas Code, 2006 edition
- International Existing Building Code, 2006 edition
- International Energy Conservation Code, 2006 edition
- International Property Management Code, 2003 edition
- Uniform Plumbing Code, 2006 edition
- National Electrical Code, 2005 edition
- NFPA1/UFC Fire Code, 2003 edition



**ORDINANCE 2998**

**AN ORDINANCE AMENDING OCCGF 15.50  
PERTAINING TO THE ADOPTED FIRE CODE**

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

Section 1. That OCCGF Title 15.50 pertaining to the Uniform Fire Code be amended as depicted in Exhibit A which removes any language indicated by a strike-out and adds any language which is bolded.

**PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS,  
MONTANA, this 4th day of March, 2008.**

---

Dona R. Stebbins, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

---

David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Ordinance 2998 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 4th day of March, 2008, and approved by the Mayor of said City on the 4th day of March, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 4th day of March, 2008.

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

(SEAL OF CITY)

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

Lisa Kunz, being first duly sworn, deposes and says: That on the 4th day of March, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 2998 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

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

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

(SEAL OF CITY)

**Chapter 50  
FIRE CODE**

**Sections:**

- 15.50.010 ~~Uniform Fire Code—adoption~~ **International Fire Code (IFC) -- adoption**
- 15.50.040 Definitions
- 15.50.060 Bureau of Fire Prevention--established--duties
- 15.50.080 ~~Uniform Fire Code—amendments~~ **International Fire Code (IFC) -- adoption**
- 15.50.100 Pipes thawed with torch prohibited
- 15.50.140 Violation--penalty

**15.50.010 ~~Uniform Fire Code—adoption~~ International Fire Code (IFC) -- adoption**

- A. There is for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion that certain Code and Standards known as the ~~National Fire Protection Association 1 Uniform Fire Code 2003 edition (2003 NFPA 1/UFC), including Annexes thereof, save and except such portions as are hereinafter deleted, modified or amended by Section 15.50.080~~ **International Fire Code (IFC)**.
- B. A copy of such Code ~~has been and~~ is now filed in the office of the City Clerk.
- C. Copies of the ~~2003 NFPA 1/UFC~~ **2006 IFC** may be obtained from the ~~National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169. Information is available upon request from the State Fire Marshal Bureau, Department of Justice, 303 North Roberts, Helena, Montana, 59620~~ **International Code Council. (Ord. 2998, 2008; Ord. 2905, 2005; Ord. 2874, 2004; Ord. 2794, 2001; Ord. 2651 (Exh. B), 1993; Ord. 2455 (part), 1987; Ord. 2429 §2 (part), 1986).**

**15.50.040 Definitions**

Whenever the following words are used in the ~~2003 NFPA 1/UFC~~ **2006 IFC**, the following definitions shall apply:

"Chief of the Bureau of Fire Prevention" means the Fire Marshal of the City.

"Corporation counsel" means the City Attorney.

"Jurisdiction" means the City.

"Removal" in relation to storage tanks includes vents and fill pipes and all other incidental hardware. (Ord. 2874, 2004; Ord. 2455 (part), 1987; Ord. 2429 §2(part), 1986).

**15.50.060 Bureau of Fire Prevention--established—duties**

The ~~2003 NFPA 1/UFC~~ **2006 IFC** shall be enforced by the Bureau of Fire Prevention in the Fire Department of the City, which is established and which shall be operated under the supervision of the Fire Chief. (Ord. 2998, 2008; Ord. 2874, 2004).

**15.50.080 ~~Uniform Fire Code—amendments~~ International Fire Code - - amendments**

The ~~2003 NFPA 1/UFC~~ is ~~amended and changed in the following respects~~ **2006 IFC is adopted in full and the exceptions are as follows:**

- A. Chapter 1 of the ~~2003 NFPA 1/UFC~~ **2006 IFC** is adopted with the following exceptions, additions and amendments:
  - a. Section ~~4.10~~ **108** Board of Appeals is not adopted; and
  - b. ~~4.12~~ **105** Permits and Approvals and any other sections of the ~~2003 NFPA 1/UFC~~ **2006 IFC** referring to permits is not adopted. This section applies only to ~~2003 NFPA 1/UFC~~ **the 2006 IFC** permitting requirements, not to permitting requirements contained in Montana law. Fees shall be set by Commission resolution.
- B. Chapters **3, 8 and 10** ~~through 19~~ of the ~~2003 NFPA 1/UFC~~ **2006 IFC** are adopted with the following exceptions, additions and amendments:
  - a. ~~Section 10.18 Parade Floats (including all subsections) is not adopted;~~
  - b. ~~Section 10.7.3 False Alarms is not adopted~~
  - c. ~~Section 10.15.1 is not adopted; and~~
  - d. ~~10.15.9.5 a.~~ **806.1** Christmas trees shall be properly treated with an approved flame retardant. The chief may, however, waive this requirement when the tree is fresh (recently harvested) and all other provisions of section ~~10.15.9~~ **806.1** are met. Consideration should also be given to humidity, temperature and the dryness of the tree at the time of setup.

- ~~e. Section 14.15.3 Fire escapes: Existing fire escapes which in the opinion of the chief comply with (1) may be used as one of the required means of egress. The location and anchorage of fire escapes shall be of approved design and construction. 1.~~
- b. Section 1027.16 will be adopted and** Fire escapes shall comply with the following:
  - ~~i. Access from a corridor shall not be through an intervening room;~~
  - ~~ii. All openings within 10 feet shall be protected by three fourths hour fire assemblies;~~
  - ~~iii. i.~~ When located within a recess or vestibule, adjacent enclosure walls shall not be less than one hour fire-resistive construction;
  - ~~iv. ii.~~ Egress from the building shall be by a clear opening having a minimum dimension of not less than 29 inches in both height and width. Such openings shall be openable from the inside without the use of a key or special knowledge or effort. The sill of the opening giving access shall not be more than 30 inches above the floor of the building or balcony;
  - ~~v. iii.~~ Fire escape stairways and balconies shall comply with the following requirements:
    - 1. fire escape stairways and balconies shall support the dead load plus a live load of not less than 100 pounds per square foot and shall be provided with a top and intermediate handrail on each side;
    - 2. the pitch of the stairway shall not exceed 60 degrees with a minimum width of 18 inches;
    - 3. treads shall not be less than four inches in width and the rise between treads shall not exceed 10 inches;
    - 4. all stair and balcony railings shall support a horizontal force of not less than 50 pounds per lineal foot of railing;
    - 5. balconies shall not be less than 44 inches in width with no floor opening other than the stairway opening greater than 5/8 inch in width;
    - 6. stairway openings in such balconies shall not be less than 22 inches by 44 inches; and
    - 7. the balustrade of each balcony shall not be less than 36 inches high with not more than nine inches between balusters;
  - ~~vi. iv.~~ Fire escapes shall extend to the roof or provide an approved gooseneck ladder between the top floor landing and the roof when serving buildings four or more stories in height having roofs with less than four units in vertical in 12 units horizontal (33.3% slope);
  - ~~vii. v.~~ Fire escape ladders shall be designed and connected to the building to withstand a horizontal force of 100 pounds per lineal foot; each rung shall support a concentrated load of 500 pounds placed anywhere on the rung. All ladders shall be at least 15 inches wide, located within 12 inches of the building and shall be placed flat wise relative to the face of the building. Ladder rungs shall be ¾ inch in diameter and shall be located 12 inches on center. Openings for roof access ladders through cornices and similar projections shall have minimum dimensions of 30 inches by 33 inches;
  - ~~viii. vi.~~ The lowest balcony shall not be more than 18 feet from the ground;
  - ~~ix. vii.~~ Fire escapes shall extend to the ground or be provided with counterbalanced stairs reaching the ground;
  - ~~x. viii.~~ Fire escapes shall be kept clear and unobstructed at all times and maintained in good working order.
- ~~f. 19.2.1.4 c. 304.3.3 Rubbish within Dumpsters. Dumpsters and containers with an individual capacity of 1.5 yd<sup>3</sup> or more shall not be stored in buildings or placed within five feet of combustible wall, openings or combustible roof eave lines.~~
- ~~g. 19.2.1.4.2 d. 304.3.3 Structures of Types I and II fire resistive construction used for dumpster or container storage shall be located not less than five feet from openings and other buildings.~~
- C. Chapters 60 27 through 73 44 of 2003 NFPA 1/IFC 2006 IFC** are adopted with the following exceptions, additions and amendments:
  - a. Section ~~65.9~~ **3301.1 Storage.** The maximum quantities, storage conditions, and fire-protection requirements for gunpowder and ammunition stored in a building shall be as follows:
    - i. Smokeless powder –in accordance with 50-61-120 and 50-61-121, MCA.
    - ii. Commercial manufactured sporting black powder: 25 pounds in a separate, portable Type 4 magazine.
    - iii. Small arms primers or percussion caps: In accordance with 50-61-120 and 50-61-121, MCA.
  - ~~b. Section 65.11 Sale, Handling, and Storage of Consumer Fireworks is not adopted.~~

The following annexes are adopted as a part of this code:

- ~~Annex A Explanatory Material;~~
- ~~A. Annex D Hazardous Materials Management Plans and Hazardous Materials Inventory Statements;~~
- ~~B. Annex G Ozone Gas Generating Equipment;~~
- ~~C. Annex H A. Appendix B Fire Flow requirements of Buildings; and~~
- ~~D. Annex E B. Appendix C Fire Hydrant Location and Distribution.~~

The design and construction requirements in NFPA 1/UFC that apply to public buildings or places of employment are not included in this adoption. The Building Code adopted by the City controls design and construction in the City of Great Falls. If there is any conflict between the construction standards in the NFPA 1/UFC and the construction standards set forth in the Building Code, the provisions of the Building Code control. NFPA 1/UFC construction codes only apply if no comparable construction code exists.

The following NFPA 1/UFC sections are modified as shown to be in accordance with the Building Code regarding design and construction requirements:

A. Chapter 1

1. Section 1.3 Application. This code shall apply to: New construction as required in the building code, and existing conditions. Existing buildings shall be maintained in accordance with the Building Code in effect at the time of construction. However, where existing conditions or buildings pose an imminent hazard or risk to public health and safety are not, therefore, within the purview of the building code, the Bureau of Fire Prevention may take corrective action pursuant to the provisions of 50-61-101, Montana Code Annotated (MCA) et seq. and 50-61-101, MCA, et seq.
2. Section 1.3.8 Repairs, renovations, alteration, reconstruction, change of occupancy and additions to buildings shall conform with the Fire Code and the Building Code.
3. Section 2.1 General. The documents or portions thereof listed in this chapter are referenced within this code and shall be considered part of the requirements of this document.
4. Section 2.2 NFPA publications is not adopted.
5. Section 10.1.1 Every existing building or structure shall be arranged, equipped, maintained and operated in accordance with this code so as to provide a reasonable level of life safety, property protection and public welfare from the actual and potential hazards created by fire, explosion, and other hazardous conditions.
6. Section 10.1.2 is not adopted.
7. Section 10.1.3 Building Code. All new construction shall comply with the Building Code.
8. Section 14.1 Applications. Means of egress in new and existing buildings shall comply with the Building Code in effect at the time of construction.

(Ord. 2998, 2008; Ord. 2905, 2005; Ord. 2874, 2004; Ord. 2794, 2001)

**15.50.100 Pipes thawed with torch prohibited**

It is unlawful to use any torch or other flame-producing device for the purpose of thawing out any pipe in or under any house, building or structure in the City. Any person, who in consequence of violating the provisions of this section causes a fire, shall, in addition to the penalties prescribed in this section, be liable to the City in damage to the extent of the costs to the Fire Department for answering a fire alarm and services in extinguishing such fire, such penalty to be recovered by a civil action. (Ord. 2874, 2004; Ord. 2455 (part), 1987; Ord. 2429 §2(part), 1986).

**15.50.140 Violation—penalty**

- A. Any person who violates any of the provisions of the ~~Uniform Fire Code 2006 IFC~~ adopted in Section 15.42.50.010 of this chapter or fails to comply therewith is guilty of a misdemeanor, punishable by a fine of not less than ten dollars nor more than five hundred dollars or by imprisonment for not more than six months, or by both such fine and imprisonment. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.
  - B. The application of the above penalty shall not be held to prevent the enforced removal or prohibited conditions.
- (Ord. 2998, 2008; Ord. 2874, 2004; Ord. 2455 (part), 1987; Ord. 2429 §2(part), 1986).

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**Other pertinent OCCGF Codes:**

8.7	Smoking in Public Places	9.90	Fireworks Policy
8.60.010	Abandoned Refrigerators	10.48.060(B)	Hydrant Codes
9.28.010	Negligent Smoking	13.14.010	Unlawful Materials in Sewer
9.10.010(M)	Discharging Fireworks in Parks		

Regular City Commission Meeting

Mayor Stebbins presiding

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

**PLEDGE OF ALLEGIANCE**

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

**PROCLAMATION:** Mayor Stebbins read a proclamation for Spay Day USA.

**FIREFIGHTER SWEARING IN:** Colton D. Walter

**NEIGHBORHOOD COUNCILS**

NC 2.

1. **Phyllis Hemstad**, 931 1<sup>st</sup> Avenue N.W., NC 2, stated that before its summer recess, the council asked for a listing of the meetings for West Bank Park and the Urban Renewal Project, and has not received that information. The council wants to attend meetings and be involved in that process. Ms. Hemstad also relayed a suggestion from a member of the council that, for people on fixed incomes, the City should have a golf membership sale to help sell its merchandise.

Mayor Stebbins requested that Neighborhood Council 2 be given a list of the meeting places and times regarding West Bank Park.

**PUBLIC HEARINGS**

**Res. 9726, Golf Fees.  
Adopted as Amended.**

**2. RESOLUTION 9726, GOLF FEES.**

Park and Recreation Director Martin Basta reported this is a continuation of the public hearing and to receive public comment on golf fees. On February 5, 2008, the Commission conducted a public hearing on Resolution 9726 and heard comments regarding proposed golf fees. At that hearing, the City Commission voted to remove Option 1 and to continue the public hearing to February 19, 2008, to allow staff additional time to develop an option based on a tiered approach for season passes. After an analysis by staff, it was determined that the tiered approach was extremely complicated and would be very difficult to administer. Therefore, that option is not being recommended by staff. Mr. Basta recommended a \$50 fee increase for all season passes. Couples would increase \$100 or \$50 per person. Junior fees would be excluded. Mr. Basta stated that this recommendation also includes increasing green fees at both golf courses one dollar for nine holes and two dollars for 18 holes. This proposal also

includes a \$50 discount to first time season pass buyers as a marketing strategy to promote the sale of season passes. Staff has estimated the proposed fee increases will generate approximately \$80,000.

In fiscal year 2007, the golf course fund failed to meet bond coverage by approximately \$158,000. In addition to the fee increases, staff will continue its efforts to increase revenue through improved sales and to reduce expenditures to strengthen the bottom line and bond coverage for the golf course fund.

Mayor Stebbins declared the public hearing open. Speaking in favor of Resolution 9726 was **Dennis Petrak**, 1909 Colorado Avenue, Black Eagle. Mr. Petrak stated that he can go along with the increase. However, he suggested that, in order to improve the memberships at the golf courses, the City offer not just the first time buyers a \$50 discount, but also anyone who buys a membership from March 1 – April 15. Mr. Petrak stated that the City has a perishable product that is only on the shelf for six months per year. The City should try to sell all the memberships it can up front. If the City could do so by offering a deal to the players, Mr. Petrak believed that everyone would benefit.

Speaking in opposition to Resolution 9726 was **Kathleen Gessaman**, 1006 36<sup>th</sup> Avenue N.E. Ms. Gessaman stated that she could not go along with this until it was clarified why the City spent \$40,000 from the golf fund for a security deposit required by Southern Montana Electric on behalf of ECP. Ms. Gessaman inquired if that \$40,000 was part of the \$158,000 bond coverage that the golf fund didn't cover. Ms. Gessaman stated that it doesn't seem right that money was taken out of that account, and then say the golfers aren't coming up with enough funds.

City Manager John Lawton clarified that the deposit is owned by the golf fund. The cash does not leave the golf fund. Interest accrues to the golf fund. It has nothing to do with not meeting bond covenant. The bond covenant has to do with revenue. It doesn't have to do with the cash that is in the fund on the balance sheet. It has to do with annual revenues. This amount has no impact on the lack of coverage for the bond covenant.

Commissioner Jolley said that \$40,000 wouldn't be available though for marketing or anything like that. Mr. Lawton responded that it is a deposit, a savings account, that has to stay with the golf fund.

Mr. Lawton further pointed out that golf courses use electricity because water is pumped for irrigation. Statewide, irrigation is one of the large electricity users in Montana. That is why that amount is related to electricity in the golf fund.

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

**Commissioner Rosenbaum moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9726.**

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

Commissioner Bronson asked for clarification on the motion as stated, and inquired if it included the \$50 discount for first time season pass buyers.

Mayor Stebbins responded yes.

Commissioner Jolley commented that it is included in the staff report, but it is not included in the resolution. She stated that she thinks they are actually giving the people who are trying to market the golf course some leeway. Commissioner Jolley further asked what the Commissioners thought about the \$50 discount for March 1<sup>st</sup> through April 15<sup>th</sup> for present season pass holders and asked if they would consider that too.

Commissioner Beecher responded that he could see that that short window would have a stampede in it. He stated he didn't know if it would encourage that much more usage by existing season pass holders. Commissioner Beecher suggested the Commission give staff the ability to look at that and, if it does have merit, let them implement it just like the \$50 first time fee.

Commissioner Rosenbaum stated that he made the motion with the assumption that the \$50 reduction on the season passes for the first time buyers was included in the motion because it was in the text.

**Commissioner Rosenbaum moved to amend his motion to include the \$50 discount to first time season pass buyers. Commissioner Beecher seconded the amendment.**

Commissioner Rosenbaum further commented that, as far as the \$50 reduction for the other players, he thinks it has merit but isn't sure it wouldn't dive into the total revenue that they are looking to get this year to apply to the principal and interest and continue to get the golf debt paid down.

Mayor Stebbins agreed. In looking at the other golf course comparisons in the state, the Great Falls' season passes are a vast bargain compared to other courses. Currently, the pass for Anaconda Hills is \$400 and will increase to \$450; Eagle Falls is \$450 and will increase to \$500; Bill Roberts in Helena is already \$565; Fox Ridge is \$750; the Peter Yegen course in Billings is \$625; and, Lake Hills is \$760. There is a great disparity between other city courses in Montana. Because of that, Mayor Stebbins stated that she is disposed to support the increase.



Commissioner Jolley thanked fellow Commissioners for thinking about the discount for the season buyers. She stated that she read the 2005 golf report and got excited when reading about Anaconda and what it could be some day. She stated that she knows the City is not committed to doing anything radical with Anaconda, but it is exciting and she is going to vote for the increase too.

Commissioner Bronson pointed out that Commissioner Jolley referred to the National Golf Foundation Study which he said he has also reviewed and said it has some excellent ideas. He stated that he knows some of them have been implemented up to this point in time. But, he said the Commission is in a situation now where fees need to be in place very shortly for the start of the season. Commissioner Bronson further stated that this Commission will be addressing the whole issue during the budget and the budget hearings that are coming up. This will be the Commission's opportunity to address a lot of long term issues and solutions for the courses. He concluded that what is done here tonight will not be the end of the Commission's efforts to continue with this enterprise.

Motion carried 5-0.

### **OLD BUSINESS**

### **NEW BUSINESS**

### **ORDINANCES/RESOLUTIONS**

**Res. 9731, Adopted and set public hearing for March 18, 2008.**

**3. RESOLUTION 9731, INTENT TO VACATE CUL-DE-SAC IN 15<sup>TH</sup> STREET BRIDGE ADDITION.**

Public Works Director Jim Rearden reported that Resolution 9731 sets a public hearing for March 18<sup>th</sup> to consider vacation of a public right-of-way in the 15<sup>th</sup> Street Bridge Addition. Mr. Rearden stated that the approximate 250 foot long right-of-way is between the City Recycling Center and Pepsi Bottling Company, both off of 15<sup>th</sup> Street North. The cul-de-sac that was planned in this right-of-way was never built and is no longer deemed necessary. The vacation of this right-of-way is prompted by the proposed sale of the Recycling Center property. It is estimated that it would enhance that property and add square footage to that property as well.

Mr. Rearden requested the Commission adopt Resolution 9731 and set public hearing for March 18, 2008.

**Commissioner Bronson moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9731 and set public hearing for March 18, 2008.**

Mayor Stebbins asked if there were any comments from the public, or any discussion amongst the Commission. No one responded.

Motion carried 5-0.

**Ord. 2998, Accepted on first reading and set public hearing for March 4, 2008.**

**4. ORDINANCE 2998, AMENDING OCCGF 15.50 TO ADOPT THE 2006 EDITION OF THE INTERNATIONAL FIRE CODE.**

Fire Marshal Doug Bennyhoff reported that § 7-33-4208, Montana Code Annotated, stated that municipalities must adopt local fire codes that meet the minimum standard that the state has adopted. Municipalities are allowed to adopt more stringent fire code requirements at a local level, but cannot be more lenient. Mr. Bennyhoff stated that the International Fire code, which he is recommending for adoption, is a companion code of the International Building Code currently used by the building officials and meets the criteria stipulated by the state.

Mr. Bennyhoff stated that from the date of the public hearing and final adoption until the effective date 30 days later, industry may choose to have plans and premises reviewed under either the 2003NFPA 1 Uniform Fire Code or the 2006 International Fire Code. During that 30 day period, use of the International Fire Code is recommended.

Mr. Bennyhoff requested the Commission accept Ordinance 2998 on first reading and set public hearing for March 4, 2008.

**Commissioner Jolley moved, seconded by Commissioner Bronson, that the City Commission accept Ordinance 2998 on first reading and set public hearing for March 4, 2008.**

Mayor Stebbins asked if there were any comments from the public, or any discussion amongst the Commission. No one responded.

Motion carried 5-0.

**Ord. 3001, Accepted on first reading and set public hearing for March 18, 2008.**

**5. ORDINANCE 3001, ASSIGN CITY ZONING TO SOUTH PARK ADDITION PHASE II.**

Planning Director Ben Rangel reported that North Park Investments is the property owner and developer of South Park Addition Phase II. On November 6, 2007, the Commission approved the Preliminary Plat and Findings of Fact for the subdivision, which is located in southwest Great Falls, between Grande Vista Park and Flood Road. It consists of 18 single family residential lots. The developer is now ready to proceed with the final plat of Phase II, its annexation and the assignment of City zoning.

Mr. Rangel requested the Commission accept Ordinance 3001 on first reading and to set public hearing for March 18, 2008, to consider

assignment of City zoning and approval of the final plat of the subdivision and its annexation.

**Commissioner Jolley moved, seconded by Commissioners Beecher and Rosenbaum, that the City Commission accept Ordinance 3001 on first reading and set public hearing for March 18, 2008.**

Mayor Stebbins asked if there were any comments from the public, or any discussion amongst the Commission. No one responded.

Motion carried 5-0.

**Consent Agenda.  
Approved as printed.**

**CONSENT AGENDA**

6. Minutes, February 5, 2008, Commission meeting.
7. Total Expenditures of \$978,219 for the period of January 22 through February 13, 2008, to include claims over \$5,000, in the amount of \$802,857.
8. Contracts list.
9. Grants list.
10. Approve final payment for the 2007 CDBG Handicap Ramps to Kuglin Construction and the State Miscellaneous Tax Division in the amount of \$3,597.70. OF 1507.1
11. Award Construction Contract to Inituform Technologies, Inc. in the amount of \$157,387 for the Sanitary Sewer Trenchless Rehabilitation, Phase 12. OF 1425.9
12. Approve final payment for the Contract 02-General Construction for the Wastewater Treatment Plant Cogeneration Project to NewMech Companies, Inc. and the State Miscellaneous Tax Division in the amount of \$5,000. OF 1404
13. Approve Labor Agreement with the International Brotherhood of Electrical Workers Local #233.
14. Appoint Interim City Manager for the period of March 1-24, 2008.

Commissioner Jolley requested that Item 9 be pulled from the Consent Agenda for further discussion.

**Commissioner Beecher moved, seconded by Commissioner Bronson, that the City Commission approve the Consent Agenda, except for Item 9, as presented.**

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

**Ron Gessaman**, 1006 36<sup>th</sup> Avenue N.E., commented that he has concerns about Items 7 and 12. Mr. Gessaman stated that his concern on Item 7 involves the \$5,800 expenditure for water rights consultation, and wanted to know what that expenditure was for. On Item 12, Mr. Gessaman stated that it is not clear to him why the City is paying this company when it

hasn't started up the cogeneration facility. He added that the City should be keeping that money until the facility starts up to make sure it gets what it pays for, especially in view of the fact that it is nine months past the expected completion date. Mr. Gessaman said there is no indication in the agenda report what the expected completion date was, whether the contractor had to pay any penalties, or whose responsibility it was to arrange for the permit from the DEQ.

Commissioner Jolley asked if there were any answers for Mr. Gessaman.

Public Works Director Jim Rearden stated that, with regard to Item 12, the facility has been completed and tested for operational purposes. What his department is waiting for is the air quality permit. Mr. Rearden stated that he has a draft permit that is out for comment through February 21. He expected the DEQ to make its decision after that date and stated he also expects DEQ to issue the permit, hopefully by March 15.

Fiscal Services Director Coleen Balzarini stated that, with regard to Item 7, the payment to Water Right Solutions was actually a split payment. There were two items being paid to Water Right Solutions. The other payment was under the Fiscal Services section for \$5,407. Water Right Solutions bills the City on a monthly basis for its services. The work that Water Right Solutions did for the electric utility fund had to do with the zone change request. Dave Schmidt from Water Right Solutions was contracted through the City of Great Falls. At Southern Montana's request, he appeared to speak about the water at the zone change request hearing. The payment under Fiscal Services was for general water rights. Ms. Balzarini explained that, at a work session a while ago, a presentation was made to the Commission on where the City is at with its water rights and the adjudication process. She concluded that is what the payments were for.

Commissioner Jolley stated that she would like another work session on water rights.

Mayor Stebbins commented that it is a complex issue and stated she doesn't think that would go amiss.

City Manager John Lawton added that the amount that was paid on behalf of Southern Montana will be billed to Southern Montana. The City will be reimbursed.

Mayor Stebbins stated that Commissioner Jolley pulled Item 9.

Commissioner Jolley stated that it is a grant for \$3,000 from the Montana Historical Society for brochures for the Railroad Historic District walking tour and asked where that district was located.

Planning Director Ben Rangel responded that this is a grant from the Montana Historical Society to go to the Historic Preservation Office and the Historic Preservation Commission. Upon receiving the \$3,000 grant, they propose getting a match from Russell County to prepare walking brochures. It is similar to a walking brochure that has already been prepared for the downtown area. Mr. Rangel said he can't tell Commissioner Jolley the exact boundaries of the historic railroad district. But, essentially, he said it includes the area from about 3<sup>rd</sup> Avenue South by Applebee's along the railroad track, up to the 6<sup>th</sup> Street area where the former Park and Recreation Office was.

Commissioner Jolley said she didn't even know it was in Great Falls and was concerned about what the Commission was paying for.

Mr. Rangel responded it is for a local walking brochure.

Assistant City Manager Cheryl Patton commented to Commissioner Jolley that this is a grant coming from the State to the City for the specific project. It is not money that the Commission is expending out.

After discussion, Commissioner Jolley had no opposition to Item 9.

Motion carried 5-0.

## **BOARDS & COMMISSIONS**

### **15. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

#### **Mansfield Center for the Performing Arts Advisory Board.**

**Carl Donovan**, 1509 13<sup>th</sup> Avenue South, Mansfield Center for the Performing Arts Advisory Board, updated the Commission on the upcoming Made in Montana Marketplace Tradeshow. Mr. Donovan also stated that the load-in door is complete between the theatre and the Convention Center and is saving labor costs and damage to the facility. It is a great asset and everyone that has used it is appreciative. Mr. Donovan said the Convention Center needs to be renovated. The last renovation was 18 years ago. The facility is starting to show its wear. The plan is to break this down into affordable phases. The Advisory Board has also noted that air conditioning in the theatre is a popular request from the public. There are also maintenance issues with the cooling towers in the convention center. Staff is exploring the most effective and cost efficient ways to address both problems and the best way to serve the public. Mr. Donovan further reported that the Mansfield Center for the Performing Arts and Pretty One Productions are collaborating again for the upcoming community summer theatre program. This July's production will be Peter Pan with all its flying effects. Funds from this year's production will be used to purchase lighting equipment that is needed. For the development of a live theatre audience, the Mansfield Center for the Performing Arts

partnered with the Great Falls Community Center Association to present the Montana Repertory Theatre.

Mayor Stebbins stated when they have the bottom line costs, she would like to see those.

### **CITY MANAGER**

#### **16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

### **CITY COMMISSION**

As the presiding officer, Mayor Stebbins switched Petitions and Communications with the City Commission's Miscellaneous Reports and Announcements.

### **PETITIONS AND COMMUNICATIONS**

#### **18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Stebbins opened the meeting to Petitions and Communications.

#### **Great Falls International Airport Authority Board.**

**18A. Ben Ives**, #17 Country Lane, thanked the Commission for giving him the opportunity to spend six years on the Great Falls International Airport Authority Board. He stated it was a rewarding experience and it gave him the opportunity to give back to the community that he lived in for the past 33 years. Mr. Ives also congratulated the Commission on the appointment it made in filling his position, that being Mr. Owen Robinson. He said he thinks Mr. Robinson is very astute and is a successful businessman and has a lot to offer to the Airport Board. Mr. Ives said he worked hard to get the Commission to approve an appointment process. He said with Mr. Robinson's appointment, he feels that that process was ignored and circumvented by the Commission. Mr. Ives said the process was never meant to usurp any of the Commission's or the Mayor's authority to appoint. The purpose was to try to help the Commission with any pitfalls that the Airport Authority Board may see. One such being: Mr. Robinson is a paid director of the Airport's bank. That is a conflict of interest. Thus, he said Mr. Robinson will be precluded from joining in any discussions or decisions when it comes to other financial institutions. Another thing was, and Mr. Ives said he didn't mean to sound scolding, that he hoped Mr. Robinson's political aspirations would be good for the community and not be overshadowed by allegations of, as the Commission on Political Practices calls it, abuse of power, by having the mayor involved in his appointment seeing as he was her campaign manager.

Mayor Stebbins stated she begged to differ with him. Mr. Robinson was a campaign contributor, not her manager.

**Insurance Settlement,  
Havre Highway, Parkdale  
basketball court.**

**18B. John Hubbard**, 615 7<sup>th</sup> Avenue South, commented that he is still angry. Commissioner Jolley interrupted and asked Mr. Hubbard if he talked to the State Auditor about his insurance settlement. She stated that it is her understanding that if insurance companies do business in Montana, they must have some type of mechanism for what happens if they go bankrupt. Commissioner Jolley added that it is probably a good time to talk to, not a present State Auditor, but the other people running for that position. She told Mr. Hubbard, “you know how they like to help people during an election year.”

Mr. Hubbard wondered if anything happened on the bus issue with the bus stopping on Havre Highway in the middle of the road.

Mayor Stebbins responded that it is a State Highway issue.

Mr. Hubbard also inquired about the Parkdale basketball park that has the fence down, but said it is winter and the kids probably aren't playing much basketball. He stated that he visited John Lawton's office today to take a picture of the \$5,500 desk, to make sure it is still there when he is gone.

**HOG Rally.**

**18C. Sam Steffan**, 1060 55<sup>th</sup> Avenue South, stated that he is here representing the Big Sky Chapter of Harley Owners Group, also known as HOG. Mr. Steffan thanked Mayor Stebbins, outgoing Commissioners Sandy Hinz and Diane Jovick-Kuntz, for the letter of endorsement that they provided his chapter for their proposal to host the 2008 State HOG Rally in Great Falls. He also thanked John Lawton and Chief Grove and his motorcycle patrol for their endorsements in hosting the Montana State Harley rally. He stated they were successful and they will host this rally June 26-28, 2008. He is anticipating about 600 Harley enthusiasts from all over the United States. The theme this year will be prairies, peaks and pirates. He also thanked the Downtown Great Falls Association for hosting a street party the evening of June 27<sup>th</sup>. There will be a parade and all the motorcycles will be parked downtown. The public is invited. Mr. Steffan said on Thursday evening there will be a party at the Harley dealership on 10<sup>th</sup> Avenue South and participants will be able to dig for treasure. The theme is “discovering your treasures under the Big Sky.” He encouraged all of the downtown business association people to display a sign welcoming all of the Harley people to Great Falls. Especially the Downtown Business Council because they will be having a treasure hunt that includes a lot of downtown business people. Mr. Steffan asked that the City of Great Falls proclaim June 26-28, 2008, as HOG week in Great Falls.

**Cable 7.**

**18D. Ron Gessaman**, 1006 36<sup>th</sup> Avenue N.E., said that it appears to him that Channel 7 has some new video equipment. Mr. Gessaman said that he understood from a couple of work sessions ago that Channel 7 was having monetary problems and wondered if they got a grant, and wanted an explanation of who to thank for this new equipment.

Assistant City Manager Cheryl Patton responded that the City bought two new cameras. They are owned by the City of Great Falls, not Cable 7, to be used in this facility for the broadcasts.

**CITY COMMISSION**

**17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

**Proclamation of  
Appreciation for City  
Manager John Lawton.**

Mayor Stebbins stated that this is Mr. Lawton’s final Commission meeting as City Manager. Mayor Stebbins asked Mr. Lawton to join her at the podium. She read a Proclamation of Appreciation to Mr. Lawton and presented him with a clock.

City Manager John Lawton thanked everyone. Mr. Lawton stated that this was, indeed, an honor. Over the past 18 years, he stated that he has enjoyed almost every minute of his job. Tonight, in particular, he said he even enjoyed the golf public hearing. The whole process with golf this time was the way it should work. There was a lot of input, give and take, a lot of public discussion and, as it ended up, it was a very congenial decision. He believes that is a good tribute to the City, to staff, to the Commission and to the community as a whole. Mr. Lawton said we can solve problems very amicably and in a way that benefits everybody. He stated that he has enjoyed it, and wondered if maybe he could squeeze out a couple more years. Mr. Lawton concluded that it is an art to recognize when you should leave, and he said he believes that time has come. He doesn’t have any regrets. He is not looking back. But he can say that he will miss it very deeply.

**ADJOURNMENT**

**Adjourn.**

There being no further business to come before the Commission, **Commissioner Beecher moved, seconded by Commissioner Rosenbaum that the regular meeting of February 19, 2008, be adjourned at 7:55 p.m., in honor of City Manager John Lawton.**

Motion carried 5-0.

\_\_\_\_\_  
Mayor Stebbins

\_\_\_\_\_  
City Clerk



ITEM: \$5000 Report  
 Invoices in Excess of \$5000

PRESENTED BY: Fiscal Services Director

ACTION REQUESTED: Approval With Consent Agenda

APPROVAL: \_\_\_\_\_

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

MASTER ACCOUNT CHECK RUN FOR FEBRUARY 20, 2008	239,661.23
MASTER ACCOUNT CHECK RUN FOR FEBRUARY 27, 2008	502,107.35
MUNICIPAL COURT ACCOUNT CHECK RUN FOR FEBRUARY 15, 2008	87,974.24
MUNICIPAL COURT ACCOUNT CHECK RUN FOR FEBRUARY 22, 2008	6,169.00
WIRE TRANSFERS FROM FEB 5-11 2008	37,667.71
WIRE TRANSFERS FROM FEB 12-18, 2008	87,500.03
WIRE TRANSFERS FROM FEB 27, 2008	<u>39,641.25</u>
TOTAL: \$	<u><u>1,000,720.81</u></u>

**GENERAL FUND**

**POLICE**

NORTHWESTERN ENERGY JANUARY CHARGES ( SPLIT AMONG FUNDS) 508.02

**FIRE**

NORTHWESTERN ENERGY JANUARY CHARGES ( SPLIT AMONG FUNDS) 654.82

**PARK & RECREATION**

MONTANA WASTE SYSTEMS 1/08 LANDFILL FEES (SPLIT AMONG FUNDS ) 12.05  
 NORTHWESTERN ENERGY JANUARY CHARGES ( SPLIT AMONG FUNDS) 523.24

**SPECIAL REVENUE FUND**

**CTEP PROJECT**

L'HEUREUX PAGE WERNER CLAIM #1 LIBRARY LANDSCAPE OF#1508.1 5,021.07

**LIGHTING DISTRICT**

NORTHWESTERN ENERGY FEB CHARGES (SPLIT AMONG FUNDS) 70,355.99

**POLICE SPECIAL REVENUE**

CDW GOVERNMENT INC 2 RUGGEDIZED PANASONIC LAP TOPS 9,244.00

**STREET DISTRICT**

NORTHWESTERN ENERGY FEB CHARGES (SPLIT AMONG FUNDS) 63.88

**LIBRARY**

NORTHWESTERN ENERGY JANUARY CHARGES ( SPLIT AMONG FUNDS) 796.63

**CAPITAL PROJECTS**

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**GENERAL CAPITAL**

INTERSTATE ENGINEERING INC	PMT #7 MITCHELL/JAYCEE & WATER TOWER POOLS OF# 1501	8,396.44
VERMONT SYSTEMS INC	PARK & REC WEB/RECTRAC TRAINING, MAINTENANCE & SOFTWARE	16,877.74
MEMBRANE CONCEPTS LLC	PMT #1 NEIGHBORHOOD POOL LINER INSTALLATION OF 1501/1501.1	64,533.60

**ENTERPRISE FUNDS**

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**WATER**

NORTHWESTERN ENERGY	JANUARY CHARGES ( SPLIT AMONG FUNDS)	9,958.70
UNITED MATERIALS	PMT #6 SUNNYSIDE WATER PRESSURE IMP	26,024.82
NORTHWEST PIPE FITTINGS INC	WATER MAIN REPAIR PARTS AND SUPPLIES	10,693.62

**SEWER**

CITY MOTOR CO INC	1-2008 CHEVY 1/2 TON PICKUP	20,148.00
TELEDYNE ISCO INC	EQUIP RENTAL FOR LOCAL LIMITS STUDY	6,399.25

**STORM DRAIN**

DICK ANDERSON CONSTRUCTION	PMT #3 GIANT SPRINGS STORM DRAIN OUTFALL OF# 1458	78,509.43
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**SANITATION**

MONTANA WASTE SYSTEMS	1/08 LANDFILL FEES (SPLIT AMONG FUNDS )	60,504.30
MICHAEL BROTHERS INC	200- 300 GALLON REFUSE CONTAINERS	45,300.00
DUANE & DAREN VICK	PURCHASE OPTION FOR TRANSFER STATION LAND	6,500.00
NORTHWESTERN ENERGY	JANUARY CHARGES ( SPLIT AMONG FUNDS)	145.52

**SAFETY SERVICES**

QWEST	JAN & FEB CHARGES DISPATCH	12,292.50
NORTHWESTERN ENERGY	JANUARY CHARGES ( SPLIT AMONG FUNDS)	127.00

**PARKING**

NORTHWESTERN ENERGY	JANUARY CHARGES ( SPLIT AMONG FUNDS)	579.24
APCOA/STANDARD PARKING	MARCH 2008 COMPENSATION	22,369.33

**GOLF COURSES**

US BANK TRUST	DEBT SERV PMT FOR REVENUE BONDS SERIES 1998	29,797.50
US BANK TRUST	DEBT SERV PMT FOR REVENUE BONDS SERIES 1999	9,843.75

**SWIM POOLS**

NORTHWESTERN ENERGY	JANUARY CHARGES ( SPLIT AMONG FUNDS)	423.94
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**RECREATION**

NORTHWESTERN ENERGY	JANUARY CHARGES ( SPLIT AMONG FUNDS)	494.25
LIFE FITNESS	FITNESS EQUIPMENT FOR REC CENTER	15,671.34

**CIVIC CENTER EVENTS**

CLUB BIGHOUSE	PAYOUT REZA/CONTRACT #08-90	6,471.11
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**INTERNAL SERVICES FUND**

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**HEALTH & BENEFITS**

BLUE CROSS/BLUE SHIELD	ADMINISTRATION & REINS FEES FEB 2008	40,616.55
BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS 2/5-2/11, 2008	37,667.71
BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS 2/12-2/18, 2008	87,500.03

**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP	UNLEADED/DIESEL FUEL	34,284.33
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**PUBLIC WORKS ADMINISTRATION**

NORTHWESTERN ENERGY	JANUARY CHARGES ( SPLIT AMONG FUNDS)	911.35
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**CC FACILITY SERVICES**

NORTHWESTERN ENERGY	JANUARY CHARGES ( SPLIT AMONG FUNDS)	1,381.61
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**TRUST AND AGENCY**

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**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	83,932.40
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**CLAIMS OVER \$5000 TOTAL:** \$ 825,535.06

COMMUNICATION TO THE CITY COMMISSION

DATE: March 4, 2008

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

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

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

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**CONTRACT LIST**

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
<b>A</b>	Public Works	Best Oil Distributing, Inc. of Great Falls	03/01/2008- 03/01/2011	By Department	\$40,284	Provides the City of Great Falls with bulk engine and hydraulic oil.
<b>B</b>	Great Falls Fire Rescue	David F. Simpson	02/25/2008 – 06/30/2008	100-2411-522-3599	\$1,200/month	Offline Medical Director responsible and accountable for the overall medical direction and medical supervision of an emergency medical service; responsible for the proper application of patient care techniques and the quality of care provided by the emergency medical services personnel.
<b>C</b>	Park & Recreation	The Sideways Group	July 11-12, 2008	261-6419-561-3979	\$3,100	RiverFest – Skateboard competition and

						demonstrations.
<b>D</b>	Public Works	ULRR Water and Sewer District and BNSF Railway Company	03/04/2008	N/A	N/A	ULRR Water and Sewer District Assignment of Contract Nos. 05-28233 & 05-28235, Pipeline Licenses, dated July 11, 2005, to the City of Great Falls, and BNSF Railway Company's consent thereto. OF 1354
<b>E</b>	Public Works	NCI Engineering Co.	02/25/2008	517-3188-532-9119	\$4,175	Research and field work necessary to generate an amended plat to abandon an existing cul-de-sac right-of-way as shown on the plat of 15 <sup>th</sup> Street Bridge Addition.

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

**AGENDA: 8  
DATE: March 4, 2008**

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

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

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

**MAYOR'S SIGNATURE:** \_\_\_\_\_

**GRANTS**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>GRANT AMOUNT REQUESTED</b>	<b>CITY MATCH (INCLUDE FUND MATCH TO BE PAID OUT OF)</b>	<b>PURPOSE</b>
<b>A</b>	Park and Recreation	Montana Department of Natural Resources, Urban Forestry Program	03/04/2008 – 06/15/2008	\$1,000	35% or \$350 The match will be provided by the Bel- View Palisades Park Committee through cash or in-kind donations.	To purchase trees that will be planted in Bel-View Palisades Park during Arbor Day, April 25, 2008.

**ITEM**     LABOR AGREEMENT: BETWEEN THE CITY OF GREAT FALLS AND THE  
            PLUMBERS AND FITTERS LOCAL #41    

**INITIATED BY**     The Plumbers and Fitters Local #41    

**ACTION REQUESTED**     APPROVAL OF LABOR AGREEMENT    

**PREPARED & PRESENTED BY**     Linda Williams, Human Resources Manager    

**REVIEWED & APPROVED BY**     Cheryl Patton, Assistant City Manager    

RECOMMENDATION:

The recommendation is to approve the Labor Agreement between the City of Great Falls and the Plumbers and Fitters Local #41.

MOTION:

I move that the City Commission approve the Labor Agreement between the City of Great Falls and the Plumbers and Fitters Local #41, and authorize the City Manager to execute said Labor Agreement.

SYNOPSIS:

Attached is the proposed two-year labor agreement between the City of Great Falls and the Plumbers and Fitters Local #41.

BACKGROUND:

The terms of the proposed agreement are for a two-year period from January 1, 2008 through December 31, 2009. The economic impact is 3% each year.

The major changes from the previous agreement are:

1.     Article 24, Duration  
       The dates were changed to reflect the duration of the agreement, 1/1/08 – 12/31/09.
  
2.     Schedule A  
       The salary schedule was updated to reflect a 3% increase effective 1/1/08 (with 25¢/hr. deferred to pension), and a 3% increase effective 1/1/09 (with an additional 25¢/hr. deferred to pension).

3. Schedule B, Item 2(A): Pension

The amount the City contributes into the Plumbers' and Pipefitters' National Pension Fund was updated to reflect the 25¢/hr. employees deferred 1/1/08, increasing contribution amounts from \$2.25/hr. to \$2.50/hr; and effective 1/1/09 the additional 25¢/hr employees deferred, increasing contribution amounts from \$2.50/hr. to \$2.75/hr.

4. Schedule B, Item 2B: Health Insurance

The contribution rates were changed to reflect current City and employee contribution amounts in effect 1/1/08, with the current contribution percentages (90% City, 10% employee). If the contribution percentages change 7/1/09, the contract will be opened to negotiate the changes.

The language was also modified to ensure compliance with the City's Section 125 Plan, which requires employees to be given the option of the health benefit being either pre or post tax.



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

**BETWEEN**

**CITY OF GREAT FALLS**

**AND**

**PLUMBERS AND FITTERS LOCAL NO. 41**

**January 1, 2008 - December 31, 2009**

TABLE OF CONTENTS

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

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

THIS AGREEMENT, made and entered into at Great Falls as of the \_\_\_ day of March, 2008, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the PLUMBERS AND FITTERS LOCAL NO. 41, hereinafter referred to as the "UNION", who have mutually agreed as follows:

## ARTICLE 1

### RECOGNITION AND PURPOSE:

The CITY recognizes the respective UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of the Agreement, for the purpose of collective bargaining in respect to rates of pay wages, hours of employment, working conditions and all other conditions of employment. The CITY recognizes that the employees covered by this Agreement are maintenance, service, and new work employees, including assigned meter installation. The present recognized jurisdiction of the Plumbers and Fitters Local No. 41 shall be maintained during the term of this Agreement.

## ARTICLE 2

### SUCCESSORS:

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

## ARTICLE 3

### DEFINITIONS:

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this Agreement, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Permanent employee" means an employee who is assigned to a position designated as permanent in the CITY's Budget.
- C. "Temporary employee" means an employee assigned to a position designated as temporary in the CITY's Budget, created for a definite period of time, not to exceed nine (9) months.
- D. "Full-time employee" means an employee who normally works forty (40) hours a week.
- E. Base Pay defined as: Employee's hourly pay rate in that category to which an

employee is ordinarily assigned exclusive of longevity or any other special allowances.

## ARTICLE 4

### UNION SECURITY:

4.1 Employees who are members of the UNION on the date this AGREEMENT is executed shall, as a condition of continuing employment, maintain their membership in the UNION. All future employees performing work within the jurisdiction of the UNION involved shall, as a condition of continuing employment become members of such UNION within thirty (30) days of the date of their employment and the UNION agrees that such employees shall have thirty-one (31) days from date of employment within which to pay UNION's initiation fees and dues. If the employee fails to pay initiation fees or dues within thirty-one (31) days or fail to effectuate the provisions of Section 59-1603(5) of the Montana Statutes, the UNION may request in writing that the employee be discharged. The CITY agrees to discharge said employee upon written request from the UNION involved. CITY agrees not to discriminate against any employee for membership in the UNION or for lawful UNION activities, provided such activities do not interfere with the efficient operation of the various departments of the CITY.

Employees qualifying under Section 59-1603(5) shall pay an agency fee, equivalent to the regular initiation fee, and UNION dues as provided for in the local union, for the purpose of administering the AGREEMENT.

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

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

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

4.4 The UNION will notify the CITY in writing what representative (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the

AGREEMENT, or in any other matters which affect the relationship between the CITY and UNION.

4.5 The UNION agrees to indemnify, defend, and to hold the CITY harmless against any and all claims, demands, suits, costs or fees which may be sought or incurred by the CITY as a result of any action taken by the CITY under the provisions of Article 4.

4.6 In consideration for the "save harmless" clause above, the CITY agrees that the UNION shall maintain the exclusive right to defend, settle, mitigate damages, litigate and /or take whatever action is necessary or it deems proper with respect to a person who sues the CITY for action taken by the CITY under Article 4.1. If the CITY unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at cost of the UNION. It is further agreed that the CITY shall promptly notify the UNION of any such action and if filed and the UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.

## ARTICLE 5

### STRIKES AND LOCKOUTS:

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

5.2 It is mutually agreed that there will be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this AGREEMENT.

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

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

5.5 The UNION and the CITY agree that "strikes" or "lockouts" will not prevent the UNION or the CITY from providing emergency operation of the water and wastewater systems and/or other systems that are essential to the health, welfare, and safety of the public.

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

## ARTICLE 6

### MANAGEMENT RIGHTS:

The CITY shall have the right to operate and manage its affairs in such areas as but not limited to:

- (a) direct employees;
- (b) hire, promote, transfer, assign, and retain employees;
- (c) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- (d) maintain the efficiency of CITY operations;
- (e) determine the methods, means, job classifications, and personnel by which the CITY operations are to be conducted;
- (f) take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
- (g) establish the methods and processes by which work is performed, including the utilization of advancements of technology.

The foregoing enumeration of the CITY Management's Rights shall not be deemed to exclude other functions not specifically covered by this AGREEMENT.

## ARTICLE 7

### EMPLOYEE RIGHTS/GRIEVANCE:

7.1 Grievances or disputes which may arise, including the interpretation of the AGREEMENT, shall be settled in the following manner:

Step 1:

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

Step 2:

- A. If the employee is not satisfied with the Division Supervisor's decision, he may reduce the Grievance to writing and submit to the UNION for evaluation. The written grievance shall contain the following information:
  - 1. The nature of the grievance and the facts on which it is based.
  - 2. The provisions of the AGREEMENT allegedly violated if applicable.
  - 3. The remedy requested.
  
- B. No grievance shall be considered or processed unless it is submitted within ten (10) working days of the first knowledge and no later than ten (10) working days of first occurrence.

Step 3:

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

Step 4:

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

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

## ARTICLE 8

### WAGES AND PAY PERIODS:

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



## ARTICLE 9

### HOURS OF WORK AND OVERTIME:

9.1 Subject to the special work schedules set forth herein, the normal work week shall consist of five (5) days of eight (8) continuous hours each, except for a normal lunch period. Any schedule other than Monday through Friday will be worked out with employees, and the UNION will be notified.

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

9.3 CITY agrees that each permanent full-time employee will be given the opportunity of working at least forty (40) hours of each work week except those in which any of the holidays provided for herein occur; during work weeks in which any said holidays fall upon any work day, CITY agrees that each permanent full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified herein. The CITY and UNION will discuss the maximum number of hours in the work week prior to any reduction of hours on the part of the CITY. Holidays shall be counted as days worked in computing the initial forty (40) hours for overtime purposes. Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this AGREEMENT.

## ARTICLE 10

### CALL BACK:

10.1 An employee called in for work at a time other than his (her) normal scheduled shift (off duty) will be compensated for a minimum of two (2) hours for 6:00 a.m. - 8:00 a.m. and up to 11:00 p.m. on a normal work day and four (4) hours minimum at all other times paid at one and one-half (1½) times the employee's regular rate except on Saturdays and Sundays where the employee called in will be compensated for a minimum of two (2) hours between 6:00 a.m. and 4:30 p.m. An extension or earlier report to a regularly scheduled shift on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

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

## ARTICLE 11

### SENIORITY:

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

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

## ARTICLE 12

### PROBATIONARY PERIODS (FOR WORK EVALUATIONS ONLY):

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

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

12.3 At any time during the probationary period, a newly hired or rehired (after twelve (12) months absence) employee may be terminated at the sole discretion of the CITY.

## ARTICLE 13

HOLIDAYS:

13.1 Full-time employees shall be granted the following holidays each calendar year:

- a. New Year's Day, January 1
- b. Martin Luther King Day, third Monday in January
- c. Lincoln's and Washington's Birthday, third Monday in February
- d. Memorial Day, last Monday in May
- e. Independence Day, July 4
- f. Labor Day, first Monday in September
- g. Veterans Day, November 11
- h. Thanksgiving, fourth Thursday and Friday in November
- i. Christmas, December 25
- j. Every year in which a general election is held throughout the State (General Election Day)

13.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in 2-18-603, MCA, shall be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of pay at the regular rate of pay.

13.3 If the employee is required to work on the designated holiday and is not given a day off in lieu of the holiday, he/she will be paid at one and one-half (1½) times the regular hourly rate plus holiday pay.

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

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

ARTICLE 14

## VACATION:

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

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

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

All vacations will be posted between November 1 through December 31. Any protest over vacation dates must be submitted, in writing to the division head before January 1 or no adjustments will be made.

In the case of vacation schedules, seniority shall govern by division with the most senior employee given first (1st) choice of when he/she shall take his/her vacation. Employee may split vacation provided that in no event may be less than one week to be taken at any time nor may more than two vacation periods be scheduled in any one calendar year except that, with the approval of the division head, an employee may schedule as many as five (5) of his days to be taken one day at a time as long as all other vacation time is taken in at least one week segments and no more than two periods throughout the year. Seniority shall apply on first split only.

## ARTICLE 15

### SICK LEAVE:

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

15.2 Employee may take sick leave for the following reasons:

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

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

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

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

- (1) Report thirty (30) minutes prior to shift to his/her supervisor the reason for absence.
- (2) If the absence is for more than one (1) day in length, the employee must keep his/her division head informed of his/her condition, when physically possible.

15.5 Worker's compensation benefits, which are received by an employee during sick leave, shall be deducted from compensation due the employee and shall be credited to the employee's sick leave.

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

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

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

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

## ARTICLE 16

REST BREAK:

There shall be a fifteen (15) minute break midway in the first (1st) half of a shift and midway in the second (2nd) half of shift for all employees covered under the terms of this AGREEMENT.

ARTICLE 17

JURY DUTY:

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

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

ARTICLE 18

LEAVE OF ABSENCE:

Employees are eligible to apply for a leave of absence without pay for a period not to exceed six (6) months. The granting and extent of a leave of absence without pay is at the discretion of the City. During such leave, the employee shall not accrue any benefits, including but not limited to sick leave and vacation leave. Employees must self-pay health insurance premiums while on an approved leave of absence.

ARTICLE 19

HOT MEAL:

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

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

ARTICLE 20

LONGEVITY:

For purposes of longevity only, time shall be computed from the date of an employee's permanent date of hire. The first payment under this provision will be made in December of 2002 for the longevity earned during the period of July 1, 2001 through June 30, 2002. The following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated.

Longevity Plan: Subsequent to the completion of ten (10) full years of employment, employees who otherwise qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY ALLOWANCE</u>
After 10.0 years through the end of the 15th year	\$10.00 per month
After 15.0 years through the end of the 20th year	\$20.00 per month
After 20.0 years through the end of the 25th year	\$30.00 per month
After 25.0 years through the end of the 30th year	\$40.00 per month
After 30.0 years or more years	\$50.00 per month

Longevity pay will be paid to the eligible employees in a lump sum amount once each year in December for any longevity pay earned as of the previous June 30th. The maximum payment to be for twelve (12) months.

#### ARTICLE 21

##### AFFIRMATIVE ACTION POLICY:

The UNION and the CITY agree to cooperate in an Affirmative Action program to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of age, race, religion, sex, national origin, marital status, or public assistance status.

#### ARTICLE 22

##### SUPPLEMENTAL AGREEMENT:

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

#### ARTICLE 23

##### SAVINGS CLAUSE:

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

#### ARTICLE 24

##### DURATION:

This AGREEMENT shall continue in full force and effect from January 1, 2008 through December 31, 2009; and thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month's effective period either party shall serve written notice upon the other it desires cancellation, revision, or modification of any provision or provisions of this AGREEMENT. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes; and at least forty-five (45) days prior to the expiration date of the AGREEMENT, meetings to consider such changes shall be held by the parties.

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

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



IN WITNESS WHEREOF, the UNION and the CITY have caused this AGREEMENT to be executed in their names by their duly authorized representatives at Great Falls, Montana, this \_\_\_\_ day of March, 2008.

FOR THE CITY OF GREAT FALLS

FOR THE UNION

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

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

\_\_\_\_\_  
City Attorney - Reviewed as to Form

ATTEST:

\_\_\_\_\_  
City Clerk

# SCHEDULE A

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

The following changes and additions are hereby made a part of the agreement dated the \_\_\_\_ day of March, 2008, between the City of Great Falls, Montana, and the Plumbers and Fitters Local No. 41, as fully and completely as if the same were set forth in its entirety therein.

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

	<u>January 1, 2008</u>		<u>January 1, 2009</u>	
	3% increase = 70¢/hr. Split: 25¢ on pension 45¢ on wages		3% increase = 72¢/hr. Split: 25¢ on pension 47¢ on wages	
<u>TITLE</u>	<u>New Hire</u>	<u>6 months</u>	<u>New Hire</u>	<u>6 months</u>
Maintenance Plumbers	\$21.50	\$21.66	\$21.97	\$22.13
Plumbing Inspectors	\$21.50	\$21.66	\$21.97	\$22.13
Master of Record	\$21.50	\$21.66	\$21.97	\$22.13
Apprentice:		<u>1/1/08</u>		<u>1/1/09</u>
1 <sup>st</sup> year - 55% of Journeyman rate:		\$11.91		\$12.17
2 <sup>nd</sup> year - 65% of Journeyman rate:		\$14.08		\$14.38
3 <sup>rd</sup> year - 75% of Journeyman rate:		\$16.25		\$16.60
4 <sup>th</sup> year - 85% of Journeyman rate:		\$18.41		\$18.81
5 <sup>th</sup> year - 95% of Journeyman rate:		\$20.58		\$21.02

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

## II

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

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

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

## III

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

## IV

Upon approval to recruit for a position covered by this agreement, the City will notify the UNION and request a list of qualified personnel. Said list of qualified personnel must complete a City application packet and will be considered along with applicants obtained through the City's normal recruitment practices.

SCHEDULE B

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

SPECIAL CONDITIONS

1. Special Conditions - Inspectors:

- A. The UNION shall have jurisdiction over those employees of the CITY classified as Plumbing Inspectors only.
- B. Applicants for the position of Plumbing Inspector shall possess at least one of the following qualifications:
  - (1) Master's license in the plumbing field;
  - (2) Certification as a degreed, registered engineer with a minimum of one year's work experience in the appropriate discipline at the time of employment;
  - (3) A bachelor's degree in engineering with a minimum of three year's work experience in the appropriate discipline at the time of employment;
  - (4) A minimum of five year's work experience in the appropriate discipline at the time of employment.
- C. Any inspector assigned to the Building Inspection Division who is qualified, whether covered by this Agreement or not, may be required to perform the normal duties of any other inspector assigned to said Division when:
  - (1) Said inspector is absent due to illness, vacation or other authorized absence;
  - (2) An emergency situation exists (i.e., flood, fire, earthquake, or other act of God);
  - (3) Necessary for efficiency of operation.

2. Plumbing Inspectors, Maintenance Plumbers and Master of Record:

- A. PENSION:  
The CITY shall contribute two dollars and fifty cents (\$2.50) effective 1/1/08, increasing to two dollars and seventy-five cents (\$2.75) effective 1/1/09 to the Plumbers and Pipefitters National Pension Fund for each hour for which a Plumbing Inspector, Maintenance Plumber or Master of Record receives pay.

B. HEALTH INSURANCE:

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

A City health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the city's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

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

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 1/1/08, for each eligible employee covered by this Agreement into the City's Health Insurance Plan. Any additional premium charges after 1/1/08 and all increases in premiums through 6/30/09 will be shared to maintain the City's 90 (ninety) percent contribution of the total premium and the employee's contribution of 10%.

If the contribution percentages (90% City, 10% employee) change effective 7/1/09, the

parties have agreed to open the contract for negotiations.

Type of Coverage	7/1/07 (15% increase)		7/1/08 (10% increase)	
	City Composite Contribution	Employee	City Composite Contribution	Employee
Employee	\$712	\$16	\$783	\$ 21
Employee & Spouse	\$712	\$72	\$783	\$ 80
Employee & Child(ren)	\$712	\$69	\$783	\$ 76
Family	\$712	\$95	\$783	\$105

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

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

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

- C. The CITY will designate one (1) Master of Record who shall be paid sixty cents (60¢) per hour worked over the regular rate. The Master of Record is responsible for assuring that the work performed by CITY Plumbers is in compliance with State and City Plumbing Codes. The Master of Record performs duties which require him/her to regulate peers.

3. Apprentices

A. PENSION:

Employers contributing to the Plumbers and Fitters National Pension Fund for apprentices shall be remitted at the rate of 50% of the contribution rate for journeyman. Therefore, the City shall contribute one dollar and twenty-five cents (\$1.25) effective 1/1/08, increasing to one dollar and thirty-eight cents (\$1.38) 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.

AGENDA REPORT

DATE March 4, 2008

ITEM Preliminary Plat of Castle Pines Addition Phases VI - VIII

INITIATED BY Harold Poulsen, Property Owner and Developer

ACTION REQUESTED Commission Conditionally Approve Preliminary Plat and Findings of Fact

PREPARED BY Charles Sheets, Planner I

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

- - - - -

**RECOMMENDATION:**

The Great Falls Planning Board has recommended the City Commission approve the Preliminary Plat of Castle Pines Addition Phases VI - VIII, and the accompanying Findings of Fact subject to fulfillment of stipulated conditions.

**MOTION:**

“I move the City Commission approve the Preliminary Plat of Castle Pines Addition Phases VI - VIII and the accompanying Findings of Fact subject to fulfillment of conditions stipulated by the Planning Board.”

**SYNOPSIS:**

Castle Pines Addition Phases VI - VIII consists of 36 residential lots located along the east side of 13<sup>th</sup> Street South and south of 27<sup>th</sup> Avenue South.

**BACKGROUND:**

Owner/developer Harold Poulsen, has submitted applications regarding the following:

- 1) Preliminary Plat of Castle Pines Addition Phases VI - VIII, located in Section 19, Township 20 North, Range 4 East, Cascade County, Montana.
- 2) Annexation of said Addition, consisting of 10.22 acres including an abutting portion of 13<sup>th</sup> Street South to the City of Great Falls.
- 3) Zoning the area requested to be annexed from the current County “R-2” Low Density Residential District to the City R-3 Single-family high density district.

Similar to Castle Pines Addition Phases III & V, the developer is working with NeighborWorks who proposes to acquire 10 or more lots in the subdivision to accommodate construction of “self-help” program homes. The remaining lots will be sold by the developer to others to build single-family residences. These lots will be annexed simultaneously with the filing of the final plat. However the “self-help” program homes will not be annexed until after the homes are constructed.

Within the subdivision, streets and avenues will connect to 27<sup>th</sup> Avenue South, which in turn connects directly to 13<sup>th</sup> Street South. Roadways in the subdivision will be improved to City standards with paving, curb and gutter.

City water and sewer mains will be installed in the southerly extensions of Castle Pines Drive, 15<sup>th</sup> Street South and 16<sup>th</sup> Street South and in 28<sup>th</sup> Avenue South.

Based on land contours, the area generally slopes to the northwest. The Master Plan Agreement which accompanied Castle Pines Addition Phase I indicates the developer of Phase I and the City participated jointly in the construction of a surface drainage control facility (south of the Multi-Sports Complex) and storm drain piping in 13<sup>th</sup> Street South to serve the area being developed as Castle Pines Addition. City storm drainage has been extended south, with inlets in 27<sup>th</sup> Avenue South.

According to the Master Plan Agreement, the developer of Castle Pines Phase I paid to the City \$12,261 in lieu of dedicating park land for the area covered by the original master plan for Castle Pines Subdivision. Castle Pines Phases VI - VIII are included within that original master plan area.

An Off-Site Improvement Trust Fund was established in conjunction with Castle Pines Phase 1 wherein as each lot is sold a monetary amount is deposited in the trust fund to assist in the eventual improvement of 13<sup>th</sup> Street South and 24<sup>th</sup> Avenue South, including water main installation and providing a secondary water source to the Castle Pines area.

Subject property borders Castle Pines Addition Phases II - V, which are being developed for single-family residences. Castle Pines Addition Phases VI - VIII generally adheres to a conceptual plan that was prepared in 1995 for the area, in conjunction with a master plan for Castle Pines Addition.

The Planning Board conducted a public hearing on the preliminary plat on February 12, 2008. The development has generated no public comment. At the conclusion of the public hearing, the Planning Board unanimously passed a motion recommending the City Commission approve the Preliminary Plat of Castle Pines Addition Phases VI - VIII and the accompanying Findings of Fact subject to the following conditions being fulfilled by the applicant:

- 1) The final plat of Castle Pines Addition Phases VI - VIII shall incorporate correction of any errors or omissions noted by staff.
- 2) The final engineering drawings and specifications for the required public improvements to serve Castle Pines Addition Phases VI - VIII shall be submitted to the City Public Works Department for review and approval prior to consideration of the final plat.
- 3) An Annexation Agreement shall be prepared containing terms and conditions for annexation of Castle Pines Addition Phases VI - VIII, including agreement by applicant to:
  - a) install within two years of the date of annexation of each phase of Castle Pines Addition Phases VI - VIII, the public improvements referenced in Paragraph 2) above,
  - b) adhere to the Agreement dated November 7, 1995, pertaining to the previously mentioned Off-Site Improvement Trust Fund, and
  - c) prohibit private driveway approaches to 13<sup>th</sup> Street South from abutting lots within the subdivision.
- 4) All applicable fees owed as a condition of plat or annexation approval shall be paid upon final platting and annexation, including:

a) annexation resolution fee	\$ 100.00
b) annexation agreement fee	200.00
c) final plat fee	200.00
d) storm sewer fee (\$250/acre)	to be determined
e) recording fees for annexation documents (\$11 per page)	to be determined

The zoning for the subdivision will be further addressed as the final plat and accompanying annexation documents are considered.

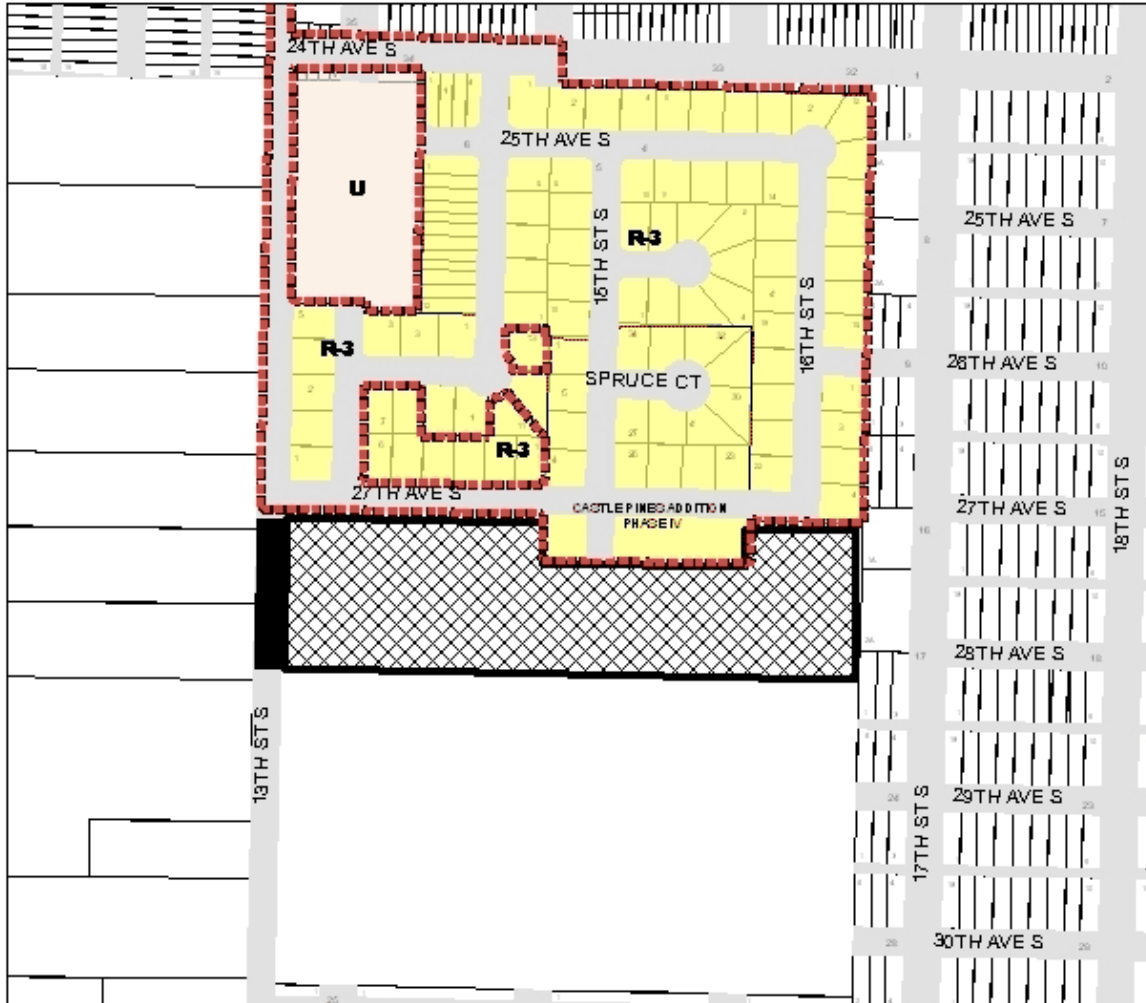
Attach: Vicinity/Zoning Map  
Reduced Copy of Preliminary Plat  
Findings of Fact

Cc : Harold Poulsen, P.O. Box 1376  
Woth Engineering, 1725 41<sup>st</sup> St S  
Al Henry, NeighborWorks, 509 1<sup>st</sup> Ave S



# EXHIBIT "A"

# VICINITY/ZONING MAP



PROPOSED PRELIMINARY PLAT OF CASTLE PINES ADDITION PHASES VI - VIII AND ESTABLISHING A CITY ZONING CLASSIFICATION OF "R-3" SINGLE-FAMILY HIGH DENSITY DISTRICT UPON ANNEXATION TO THE CITY.

ABUTTING PORTION OF 13TH STREET SOUTH REQUIRED TO BE ANNEXED AS ABUTTING LOTS ARE ANNEXED

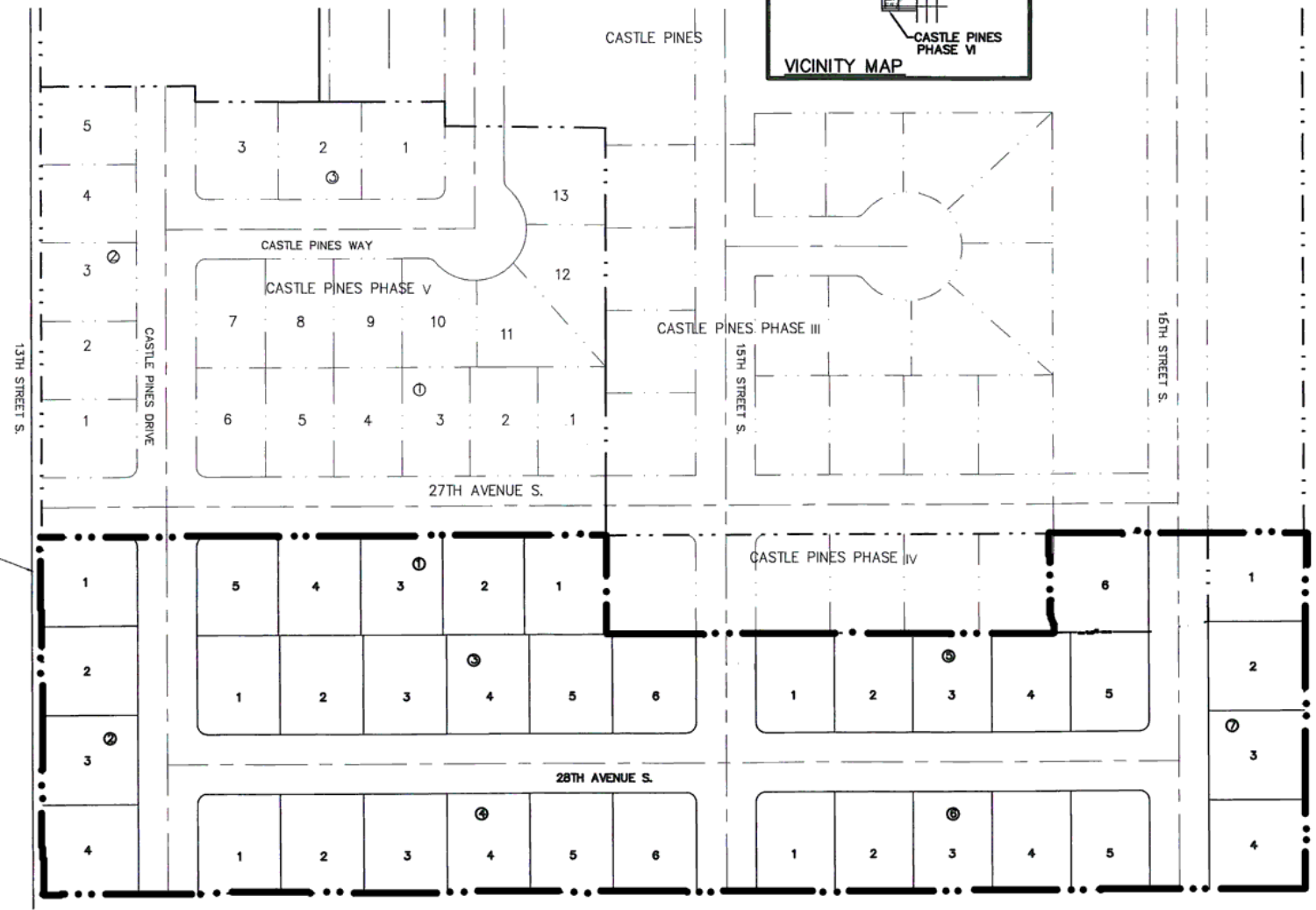
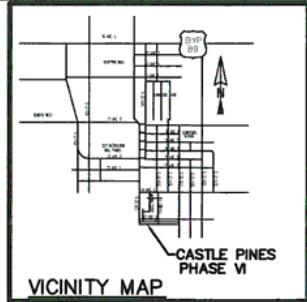
CITY ZONING CLASSIFICATION R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT

CITY LIMITS

350    175    0    350 Feet



PRELIMINARY MASTER PLAN  
**CASTLE PINES PHASES VI - VIII**  
 AN ADDITION TO THE CITY OF GREAT FALLS  
 A SUBDIVISION LOCATED IN G.L.O. LOT 1 OF SECTION 19,  
 T20N, R4E, P.M., MT, CASCADE COUNTY, MONTANA



W  
 NORTH ENGINEERING, INC.  
 ENGINEERS & SURVEYORS  
 P.O. BOX 7526, GREAT FALLS, MONTANA 59403

PRELIMINARY MASTER PLAN

CASTLE PINES PHASE VI



**FINDINGS OF FACT  
FOR PRELIMINARY PLAT OF CASTLE PINES PHASES VI - VIII  
IN SECTION 19, T20N, R4E, CASCADE COUNTY, MONTANA  
(PREPARED IN RESPONSE TO 76-3-608(3)MCA)**

I. PRIMARY REVIEW CRITERIA

**Effect on Agricultural**

The subdivision site is not used for agricultural purposes. The subdivision will not interfere with any irrigation system or present any interference with agricultural operations in the vicinity.

**Effect on Local Services**

The subdivision will connect to City water and sewer systems. The cost of extending the utility systems will be paid by the subdivider. The City should not experience an appreciable increase in maintenance and operating costs. The occupants of eventual homes within the subdivision will pay regular water and sewer charges.

The subdivision will receive law enforcement and fire protection services from the City of Great Falls. The nearest fire station is three miles from the subdivision site. Providing these services to the single-family lots in the subdivision is expected to be a negligible cost to the City. Any increased costs likely will be covered by increased tax revenues from improved properties.

Public streets will be extended into the subdivision to serve the proposed residential lots, but the subdivision will have a negligible impact on cost of road maintenance. The subdivider will have responsibility to install curb, gutter and paving in the roadways within the subdivision.

**Effect on the Natural Environment**

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision will be directed to the northwest into a storm sewer inlet at the intersection of 27<sup>th</sup> Avenue South and Castle Pines Drive which discharges into an existing storm water detention facility along the south side of 21<sup>st</sup> Avenue South and west of 13<sup>th</sup> Street South which is owned and maintained by the City.

**Effect on Wildlife and Wildlife Habitat**

The subdivision is in close proximity to urban development. The subdivision is not in an area of significant wildlife habitat and will not result in closure of public access to hunting or fishing areas, nor to public lands.

**Effect on Public Health and Safety**

Based on available information, the subdivision is not subject to abnormal potential natural hazards such as flooding, snow or rockslides, wildfire, nor potential man-made hazards such as high voltage power lines, nearby industrial or mining activity, or high traffic volumes.

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

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

III. EASEMENT FOR UTILITIES

Necessary utilities exist at the boundary of the proposed subdivision. Utilities will be accommodated in dedicated public road right-of-way and utility easements provided as part of the subdivision plat.

IV. LEGAL AND PHYSICAL ACCESS

Dedicated public roadways within the subdivision will be improved to municipal standards and maintained by the City and will provide legal and physical access to each proposed lot in the subdivision.