



City Commission Agenda

for

February 19, 2008

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

****REVISED****

CALL TO ORDER: 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION

Spay Day USA

FIREFIGHTER SWEARING IN

NEIGHBORHOOD COUNCILS

1. Miscellaneous reports and announcements.

PUBLIC HEARINGS

2. Res. 9726, Golf Fees. Action: Continue Public Hearing and Adopt or Deny Res. 9726. **(Presented by: Marty Basta)**

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

3. Res. 9731, Intent to Vacate Cul-de-sac in 15th Street Bridge Addition. Action: Adopt Res. 9731 and set public hearing for March 18, 2008. **(Presented by: Jim Rearden)**
4. Ord. 2998, Amending OCCGF 15.50 to adopt the 2006 Edition of the International Fire Code. Action: Accept Ord. 2998 on first reading and set public hearing for March 4, 2008. **(Presented by: Randy McCamley)**
5. Ord. 3001, Assign City Zoning to South Park Addition Phase II. Assigns zoning classification of R-3 Single-family high density district upon annexation to the City. Action: Accept Ord. 3001 on first reading and set public hearing for March 18, 2008. **(Presented by: Ben Rangel)**

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.*

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 \$5000, 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.
11. Award Construction Contract to Institutorm Technologies, Inc. in the amount of \$157,387 for the Sanitary Sewer Trenchless Rehabilitation, Phase 12.
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.
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.

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

BOARDS & COMMISSIONS

15. Miscellaneous reports and announcements.

CITY MANAGER

16. Miscellaneous reports and announcements.

CITY COMMISSION

17. Miscellaneous reports and announcements.

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

18. Miscellaneous reports and announcements.

MOTION TO ADJOURN

A G E N D A R E P O R T

DATE February 19, 2008

ITEM Resolution 9726 Golf Fees

INITIATED BY Park & Recreation Department & Golf Advisory Board

ACTION REQUESTED Continue Public Hearing and Adopt Resolution 9726

PREPARED BY Marty Basta, Park & Recreation Director and Patty Rearden, Deputy Director

PRESENTED BY Marty Basta, Park & Recreation Director

- - - - -

RECOMMENDATION:

After closing the public hearing, staff recommends the City Commission continue the public hearing and adopt Resolution 9726 Golf Fees.

MOTION:

“I move the City Commission adopt Resolution 9726 Golf Fees.”

SYNOPSIS:

On February 5, the City Commission conducted a public hearing on Resolution 9726 to hear comments regarding proposed rates. Resolution 9726 would repeal Resolution 9545 and set fees for the 2008 golf season. The City Commission voted to continue the public hearing until February 19, 2008 to allow staff time to develop an additional option based on a tiered approach for season passes. Additionally, the Commission voted to remove Option 1 for consideration at the Public Hearing.

After analysis by staff, it was determined that the tiered option was extremely complicated and would be very difficult to administer. Therefore, that option is not recommended by staff. Upon review of public comment and City Commission input, staff has developed a final proposal for golf course fee increases. The final proposed fee increases being presented to the City Commission for approval are outlined in Resolution 9726. The proposal includes increasing all season passes by \$50 (couples would be \$100 or \$50 per person; excludes junior fees) and increasing greens fees \$1 for 9 holes and \$2 for 18 holes at both courses (excluding junior fees). Staff has estimated the increase in season pass revenue will be \$50,300 and the increase in greens fees will generate approximately \$31,017, for a total increase of \$81,317. Staff has included a proposal for a \$50.00 discount to first time season pass buyers to enhance sales of the passes and to increase golf memberships.

BACKGROUND:

The City golf courses are currently operating at a deficit. In addition, there is not enough revenue being generated to meet bond covenants. Both of these factors are serious and could jeopardize the future of the City run courses. The golf course funds have been monitored closely, expenses have been controlled, and modest fee increases have been implemented. In addition, improvements have been made to the courses to make them more inviting, and incentives have been put in place to increase play

and income. Since 2003, the General Fund has provided \$846,289 towards capital improvements and operating expenses. This is in addition to an intended temporary cash flow support in the amount of \$1,358,000. The overall strategy has been to improve management, reduce costs where possible, improve sales, and increase prices modestly and in line with the competitive market.

Staff presented a financial report as well as statistical data to the Golf Advisory Board on October 22, 2007 for their consideration. A week later on October 29, 2007, the Board reconvened to discuss possible remedies to the golf courses' deficit. The Golf Advisory Board approved their recommendation for golf course fee increases at this meeting with the concurrence and support of some golfers who were present. Subsequent meetings to discuss the Golf Advisory Board's fee proposal were held on January 7, and January 28, 2008. Golfers were invited to discuss the proposed fee increase with approximately 50 golfers attending the two meetings combined. A great deal of interest was expressed by golfers to have a flat fee increase on season passes rather than the \$1 and \$2 user for season pass holders. Concerns with the user fee included time involved for golfers to check in as well as logistical issues for golfers and City staff to implement the user fee. City staff expressed similar concerns to the Golf Advisory Board. Following the discussion, Board members expressed the desire to move forward with their original recommendation and for the City Commission to conduct the Public Hearing as scheduled. This option (Option 1) was removed from consideration by the City Commission at the February 5, 2008 Public Hearing. In view of differing opinions within the golfing community, City staff believed it prudent to provide an alternative option at the Public Hearing that would address the concerns expressed by golfers at the public meetings. Staff prepared Option 2 to address concerns raised by an apparently growing number of golf course users. An Option 3 has been requested by the City Commission and has been developed by staff for review and consideration by the City Commission. After careful analysis and consideration of all proposed options, staff is recommending the approval of the sole option proposed in Resolution 9726.

RESOLUTION 9726
A RESOLUTION TO ESTABLISH GOLF FEES FOR
EAGLE FALLS GOLF CLUB AND ANACONDA HILLS GOLF COURSE

NOW THEREFORE, BE IT RESOLVED BY THE GREAT FALLS CITY COMMISSION
THAT: All past fee structures for green fees, cart storage, yearly and daily trail fees and cart rental as established in Resolution 9545 are hereby amended.

AH: Anaconda Hills Golf Course		EF: Eagle Falls Golf Club			
	AH	EF	Joint		
SEASON PASS					
Adult Full Season Pass	450.00	500.00	575.00		
Adult Full Couple Season Pass	850.00	925.00	1,050.00		
Adult Restricted Season Pass	350.00	400.00	450.00		
Adult Restricted Couple Season Pass	650.00	725.00	800.00		
Junior Full Season Pass	190.00	200.00	225.00		
Junior Restricted Season Pass	150.00	160.00	170.00		
	AH	EF	Joint		Anytime
TRAIL FEE					
Daily Trail Fee					12.00
Season Trail Free			250.00		
CART STORAGE FEE					
Storage Cart Gas		220.00			
Storage Cart Electric		250.00			
	AH	EF	AH	EF	Anytime
	weekday	weekday	weekend	Weekend	
GREEN FEES					
18 Hole Green Fee	23.00	26.00	26.00	29.00	
9 Hole Green Fee	14.00	16.00	16.00	17.00	
Junior Green Fee (all day)	13.00	15.00	15.00	16.00	
GREEN FEE SPECIALS					
Weekday Swing Time 1:00-4:00	16.00	18.00			
Weekend Swing Time 3:00-on			19.00	22.00	
Swing Time Cart Rental (per person*)			*9.00	*9.00	
CART RENTAL					
Cart Rental 9 Hole (per person*)					*7.00
Cart Rental 18 Hole (per person*)					*12.00
Annual Cart Pass					600.00
TOURNAMENT					
Tournament Fee (non-refundable deposit)					100.00
Tournament Reservation Fee					5.00

PASSED by the City Commission of the City of Great Falls, Montana, this 19th day of February, 2008.

Lisa Kunz, City Clerk

Dona R. Stebbins, Mayor

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 9726, was placed on its final passage and adoption, and was passed and adopted by the City Commission of said City at a Regular Meeting thereof held on the 19th day of February, 2008, and approved by the Mayor of said City, on the 19th day of February, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 19th day of February, 2008.

(Seal of City)

Lisa Kunz, City Clerk

AGENDA REPORT

DATE February 19, 2008

ITEM Resolution 9731 Intent to Vacate Cul-de-sac in 15th Street Bridge Addition

INITIATED BY Public Works Department

ACTION REQUESTED Adopt Resolution 9731 to set Public Hearing for March 18, 2008

PRESENTED BY Jim Rearden, Public Works Director

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RECOMMENDATION:

It is recommended the City Commission approve the vacation of the cul-de-sac (known as 12th Avenue North) in the 15th Street Bridge Addition.

MOTION:

“I move the City Commission adopt Resolution 9731.”

SYNOPSIS:

Resolution 9731 sets a public hearing for March 18, 2008, to consider vacation of the cul-de-sac (known as 12th Avenue North) in the 15th Street Bridge Addition.

BACKGROUND:

The City of Great Falls is currently considering relocating the existing City Recycling Center and Trash Disposal Facility and have had an appraisal completed on the property.

The subject right-of-way is located at 1100 15th Street North. Though the cul-de-sac was never officially built, the right-of-way needs to be vacated for the purpose of selling the City owned property known as Lot 2. Lot 1 is owned by Admiral Beverage Corporation, (Pepsi Cola).

NCI Engineering is in the process of preparing an appropriate amended plat which shows the distribution of the right-of-way proposed to be vacated, reconfiguration of the abutting Lots 1 and 2, and reservation of required utility easement(s).

Attach: Resolution 9731

RESOLUTION 9731

A RESOLUTION OF INTENTION
BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA,
TO VACATE A DEDICATED CUL-DE-SAC (KNOWN AS 12TH AVENUE NORTH)
LOCATED IN THE 15TH STREET BRIDGE ADDITION TO GREAT FALLS,
IN ACCORDANCE WITH THE PROVISIONS OF
SECTION 7-14-4114, MONTANA CODE ANNOTATED, AND
DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW

* * * * *

WHEREAS, there exists a platted, dedicated public roadway consisting of a sixty (60) foot strip of land and cul-de-sac located in the 15th Street Bridge Addition, more particularly described as follows:

A tract of land in the NW ¼ of Section 6, T20N, R4E, P.M.M. located between Lots 1 and 2 of the 15th Street Bridge Addition; and designated and identified in various documents of record as “a City Street”, said tract being more particularly described as follows:

Beginning at the centerline intersection of 10th Avenue North and 13th Street; thence S89°53'E, 430.17 feet to the centerline intersection of 10th Avenue North and 14th Street; thence North 525.08 feet along the abandoned centerline of 14th Street to the north boundary of the Old Chicago, Milwaukee, St. Paul, & Pacific Railroad; thence N82°20'W, 90.83 feet; thence North 207.03 feet; thence S82°19'E, 201.83 feet to the true point of beginning; thence 149.42 feet Northerly along a circular curve to the right with a radius of 60.0 feet; thence 17.91 feet Easterly along a circular curve to the left with a radius of 20.0 feet; thence S89°57' E, 107.55 feet; thence 31.42 feet Northerly along a circular curve to the left with a radius of 20.0 feet; thence S0°03'W, 14.10 feet; thence 1.40 feet Southerly along a circular curve to the right with a radius of 923.0 feet; thence S89°52'E, 2.0 feet; thence 86.53 feet Southerly along a circular curve to the right with a radius of 925.0 feet; thence 33.32 feet Northerly along a circular curve to the left with a radius of 20.0 feet; thence N89°57'W, 105.46 feet; thence 17.91 feet Southerly along a circular curve to the left with a radius of 20.0 feet; thence 146.56 feet Northerly along a circular curve to the right with a radius of 60.0 feet to the true point of beginning, containing 19,565 square feet and .449 acres.

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

WHEREAS, for several years said cul-de-sac (not formerly constructed) was used as public access to the City Pulverizer Complex; and,

WHEREAS, upon vacation of said cul-de-sac, the abandoned right-of-way shall revert to and be consolidated with the adjacent Lots 1 and 2 of the 15th Street Bridge Addition.

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

That Tuesday, the 4th 18th day of March, 2008, at 7:00 P.M. in the Commission Chambers of the Great Falls Civic Center, Great Falls, Montana, be and the same is hereby set as the time and place at which the Great Falls City Commission shall hear all persons relative to the proposed vacation of the cul-de-sac (known as 12th Avenue North) located in the 15th Street Bridge Addition; and

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that the City Clerk of said City shall forthwith cause notice of this Resolution to be: (1) published twice in the Great Falls Tribune, the newspaper published nearest such land; and, (2) posted in three public places.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 19th day of February, 2008.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9731 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 19th day of February, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 19th day of February, 2008.

Lisa Kunz, City Clerk

(SEAL OF CITY)

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

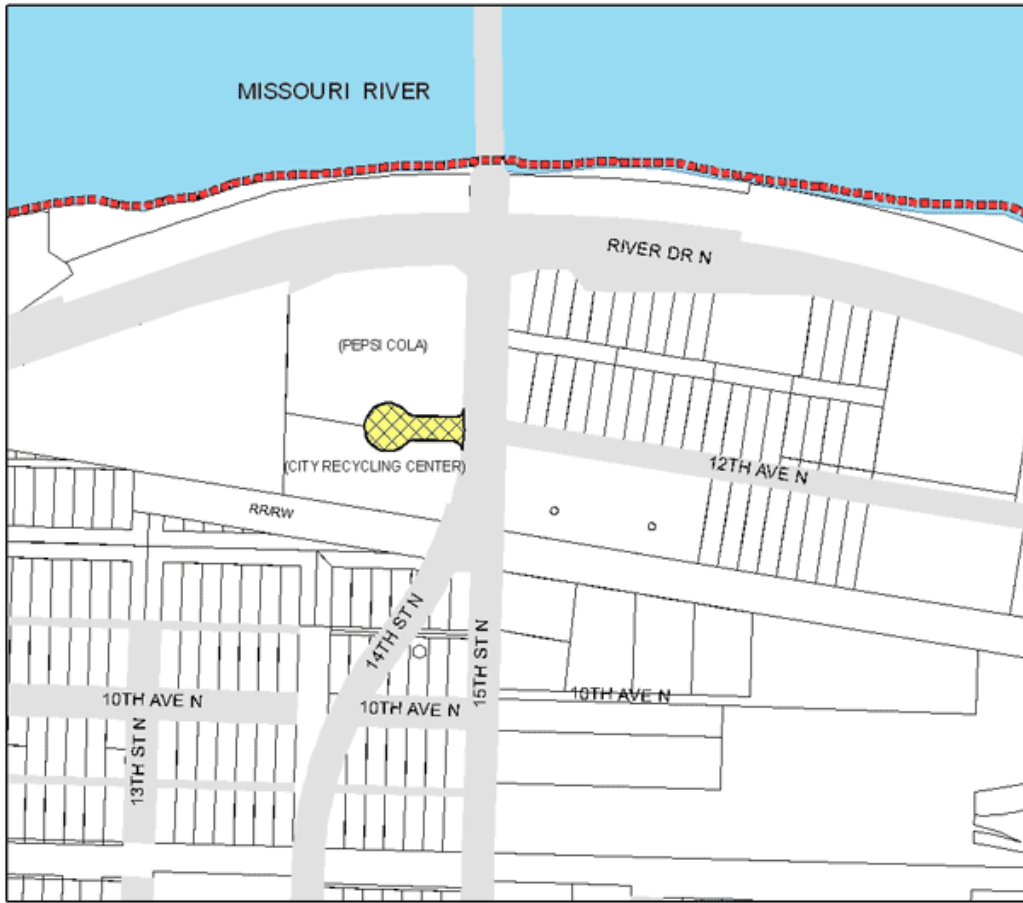
Lisa Kunz, being first duly sworn, deposes and says: that on the 19th day of February, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Resolution 9731 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

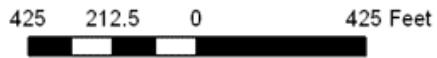
Lisa Kunz, City Clerk

(SEAL OF CITY)

EXHIBIT "A" VICINITY MAP



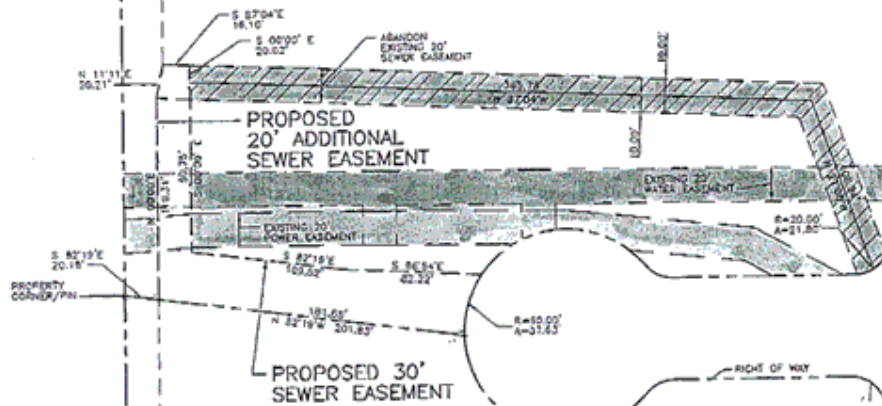
 RIGHT-OF-WAY PROPOSED TO BE VACATED



RIVER DRIVE NORTH

15TH STREET NORTH

LOT 1
15TH STREET
BRIDGE ADDITION



LOT 2
15TH STREET
BRIDGE ADDITION

14TH STREET NORTH

OLD C.M. ST. P.&P. RY.



EXHIBIT A

J:\2008\00-12\1\landdevelop\plan\121\DWG\00121PEPS\EASEMENT\EXHIBIT.dwg, 05/15/2002 10:49:57 AM, TDH, TDH Great Falls

AGENDA REPORT

DATE February 19, 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: Accept Ordinance 2998 on first reading and set Public Hearing

PRESENTED BY: Fire Chief Randy McCamley

RECOMMENDATION:

Staff recommends the City Commission accept Ordinance 2998 on first reading and set public hearing for March 4, 2008.

MOTION:

“I move the City Commission accept Ordinance 2998 on first reading and set public hearing for March 4, 2008.”

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 can not 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 it’s 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 can not 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 yd³ 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).

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		

AGENDA REPORT

DATE February 19, 2008

ITEM Ordinance 3001 to Assign City Zoning to South Park Addition Phase II

INITIATED BY North Park Investments, Property Owner and Developer

ACTION REQUESTED Commission Accept Ordinance 3001 on First Reading and Set Hearing

PREPARED BY Charles Sheets, Planner I

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

- - - - -

RECOMMENDATION:

The City Zoning Commission has recommended the City Commission assign a zoning classification of R-3 Single-family high density district to South Park Addition Phase II, upon annexation to the City.

MOTION:

“I move the City Commission accept Ordinance 3001 on first reading and set a public hearing for March 18, 2008, to consider adoption of Ordinance 3001.”

SYNOPSIS:

Ordinance 3001 assigns a zoning classification of R-3 Single-family high density district to South Park Addition Phase II, upon annexation of same to City.

BACKGROUND:

On November 6, 2007, the City Commission conditionally approved the Preliminary Plat of South Park Addition Phase II located between Grande Vista Park and Flood Road and consisting of 18 lots ranging in size from 9000 sq ft to 9557 sq ft.

Find attached a Vicinity/Zoning Map and reduced copy of the final plat of South Park Addition Phase II.

Lots in the subdivision will be accessed by Ferguson Drive from the east and Flood Road from the west. The developer will install standard City paving, curb and gutter in the east-west roadway (Dixie Lane) within the subdivision and in the abutting southern 265 foot portion of Ferguson Drive. The remaining 311 foot northern portion of Ferguson Drive, being dedicated on the subdivision plat, will remain unimproved and barricaded until the abutting property to the west is developed.

City water mains will be installed in Dixie Lane and that portion of Ferguson Drive being dedicated on the subdivision plat. A City sanitary sewer main will be installed in Dixie Lane within the subdivision. Previously a sanitary sewer main was installed in Ferguson Drive to the existing sewer main near the southerly end of Delmar Drive.

Surface drainage from the subdivision will flow northeasterly ultimately to the City storm sewer system at the intersection of Buena Drive and Ferguson Drive. The applicant has paid for his proportionate share of the cost of extending the storm sewer system to the west side of Grande Vista Park.

Flood Road abutting the development will be annexed simultaneously with the subdivision. In addition, the developer has paid into escrow sufficient funds to pay for 50% of the cost of a standard City minor roadway section. The applicant has paid sufficient funds to install an 8 inch water main in the abutting portion of Flood Road.

To fulfill the subdivision’s park obligation, the developer has paid a fee in lieu of dedicating land.

The final engineering documents relative to the final plat of South Park Addition Phase II have been reviewed by the Public Works Department.

Staff concludes that the basic conditions set forth in the conditional approval of the Preliminary Plat of South Park Addition Phase II are being met by the developer in the overall process of final plat, final engineering and Annexation Agreement preparation.

Subject property is presently zoned in the County as "R-2" Low Density Residential District and is proposed to be zoned R-3 Single-family high density district upon annexation to the City.

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

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

Subject property is a natural progression of the City's growth. It borders South Park Addition Phase I, which also is being developed as a single-family residential subdivision.

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

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

It is anticipated the City Commission, following the public hearing on March 18, 2008, will consider an annexation resolution, annexation agreement and final plat for South Park Addition Phase II, simultaneously with Ordinance 3001.

Attach: Vicinity/Zoning Map
Reduced Copy of Final Plat
Ordinance 3001

Cc: North Park Investments, 4701 North Star Blvd

ORDINANCE 3001

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF
R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO
SOUTH PARK ADDITION PHASE II,
IN THE N½ OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 3 EAST,
P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, North Park Investments has petitioned the City of Great Falls to annex South Park Addition Phase II, located in the N½ of Section 22, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; and,

WHEREAS, North Park Investments has petitioned said South Park Addition Phase II be assigned a City zoning classification to accommodate single-family residences, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of R-3 Single-family high density district to said South Park Addition Phase II was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 18th 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 South Park Addition Phase II be designated as R-3 Single-family high density district.

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 South Park Addition Phase II into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 18th day of 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 3001 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana at a meeting thereof held on the 18th day of March, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 18th 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 18th 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 3001 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

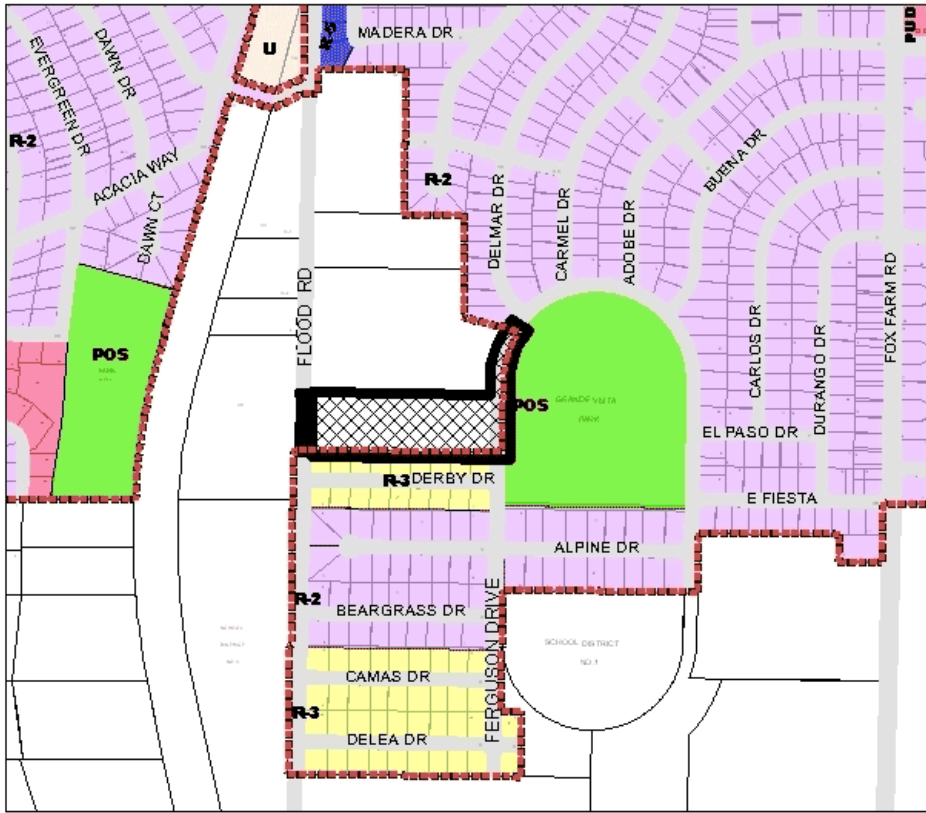
On the Bulletin Board, first floor, Civic Center Building;
On the Bulletin Board, first floor, Cascade County Court House;
On the Bulletin Board, Great Falls Public Library

Lisa Kunz, City Clerk

(CITY SEAL)

EXHIBIT "A"

VICINITY/ZONING MAP

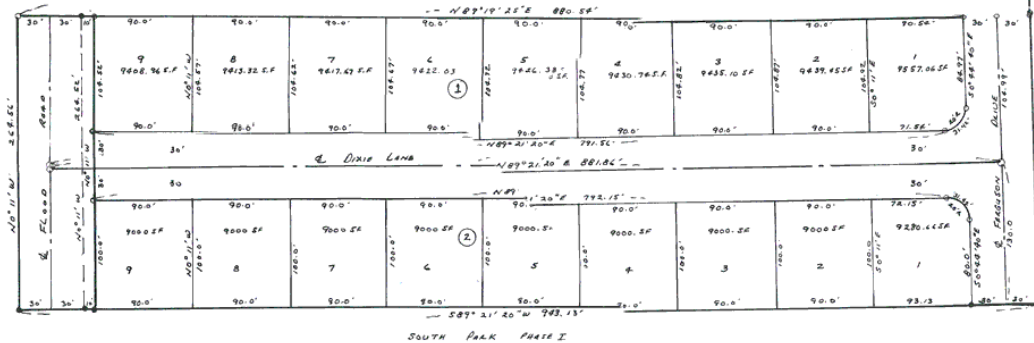


FINAL PLAT OF SOUTH PARK ADDITION PHASE II
 PORTION OF FLOOD ROAD TO BE ANNEXED SIMULTANEOUSLY WITH SOUTH PARK ADDITION PHASE II

 City Limits	 R-5 Multi-family medium density	 PUD Planned unit development
 R-2 Single-family medium density	 POS Parks and Open Space	 U Unincorporated enclave
 R-3 Single-family high density	 PLI Public Lands and Institutional	 Tracts of land outside City

500 250 0 500 Feet

**A SUBDIVISION PLAT
OF THE
SOUTH PARK ADDITION - PHASE II
TO THE
CITY OF GREAT FALLS
IN THE N1/2 OF SECTION 22, T. 20 N., R. 3 E., P.M.M.
CASCADE COUNTY, MONTANA**



LEGEND:

OWNERS: NORTHSIDE INVESTMENTS LLC
 REASON FOR SURVEY: SOUTH PARK ADDITION - PH II
 BASIS OF BEARINGS: PLAT BOOK
 ● FOUND CORNERS BY MOORE (1822LS)
 ○ SET 58° 31' NEAR (1822LS)

TOTAL NET LOT AREA 166,216.35 SQ FT or 3.8155 ACRES
 DEDICATED STREET AREA 186,457.71 SQ FT or 2.4439 ACRES
 TOTAL AREA OF SUBDIVISION 272,674.06 SQ FT or 6.2597 ACRES

AREAS:

BLOCK 1

LOT #1 9,537.08 SF
 LOT #2 9,439.48 SF
 LOT #3 9,436.10 SF
 LOT #4 9,430.74 SF
 LOT #5 9,426.38 SF
 LOT #6 9,422.03 SF
 LOT #7 9,417.67 SF
 LOT #8 9,413.32 SF
 LOT #9 9,408.96 SF

BLOCK 2

LOT #1 9,530.08 SF
 LOT #2 9,500.00 SF
 LOT #3 9,500.00 SF
 LOT #4 9,500.00 SF
 LOT #5 9,500.00 SF
 LOT #6 9,500.00 SF
 LOT #7 9,500.00 SF
 LOT #8 9,500.00 SF
 LOT #9 9,500.00 SF

CERTIFICATE ACCEPTING A CASH DONATION IN LIEU OF PARK DEDICATION

I, JOHN W. LAWTON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, at a regular meeting held on the _____ day of _____, 2007, found no necessity due to the size and location of the proposed residential subdivision for the setting aside or dedication of any park or playground within the platted area of the PLAT OF THE SOUTH PARK ADDITION - PHASE II to the City of Great Falls, Cascade County, Montana, and instead accepted a cash donation in the sum of \$_____ park fund in lieu of the land that would have been dedicated if a dedication were made, in accordance with Section 76 - 3 - 621 (1) (a), MCA.

CERTIFICATE OF CLERK

I, JESS ANDERSON, County Treasurer of Cascade County, examined the records covering the areas include ADDITION - PHASE II to the City of Great Falls, and the same have been paid for the last five years. I

CLERK

I, _____, City of Great Falls, Montana, do hereby certify that I have reviewed the plat and find that the taxes on _____, 2007, Cascade County, Montana.

CERTIFICATE OF DEDICATION

We, the undersigned property owners, do hereby certify that we have caused to be surveyed and platted into lots, blocks, and streets as shown by the attached plat. The tract of land is to be known as the PLAT OF THE SOUTH PARK ADDITION - PHASE II to the City of Great Falls, a subdivision in the N1/2 of Section 22, T. 20 N., R. 3 E., P.M.M., Cascade County, Montana, more particularly described as follows:

Beginning at NE corner of the South Park Addition - Phase I, the true point of beginning; thence S 89° 21' 20" W, 843.13 feet to the westerly r/w of Flood Road; thence along said westerly r/w, N 00° 11' W, 263.52 feet; thence N 89° 19' 25" E, 880.54 feet to the westerly r/w of Ferguson Drive; thence N 00° 44' 40" W, 62.28 feet to the P.C. of a curve to the right with the following datum: R = 472.00 feet & L = 250.44 feet for a Chord Bearing of N 15° 52' 32" E, and for a Chord Distance of 265.73 feet; thence S 85° 49' 27" E, 90.47 feet to the easterly r/w of Ferguson Drive and a point in a curve to the left with the following datum: R = 419.09 & L = 232.48 feet for a Chord Bearing of S 15° 31' 15" W and a Chord Distance of 239.32 feet to the P.C.; thence S 00° 44' 40" E, 62.28 feet; thence S 00° 44' 40" E, 265.00 feet to the true point of beginning, containing in all 6.2597 ac. ± 1/100.

The above described tract of land is to be known and designated as the PLAT OF THE SOUTH PARK ADDITION - PHASE II to the City of Great Falls, Cascade County, Montana, and the land included in the roadways as shown on said plat are hereby granted and donated to the use of the public forever.

NORTH PARK INVESTMENTS LLC (ED BOLAND)
 LANCE OLSON, CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
 TRINA FONTANA MOORE, CLERK & RECORDER, CASCADE COUNTY, MONTANA

STATE OF MONTANA }
 COUNTY OF CASCADE } SS

On this _____ day of _____, 2007, before me, a Notary Public, in and for the State of Montana, personally appeared NORTH PARK INVESTMENTS LLC (ED BOLAND), known to me to be the person who executed the foregoing Certificate of Dedication and he acknowledged to me that he executed the same.

Notary Public for the State of Montana
 Residing in _____
 My commission expires _____

CERTIFICATE OF SURVEYOR

I, ANZARINA FONTANA MOORE, Professional Land Surveyor, Montana Registration No. 9522LS, do hereby certify that in August of 2007, I surveyed the tract of land shown on the attached PLAT OF THE SOUTH PARK ADDITION - PHASE II to the City of Great Falls, Cascade County, Montana, as described in the Certificate of Dedication, and that the survey was made in accordance with the provisions of Title 76, Chapter 3, Part 4, MCA.

Anzarina Fontana Moore
 Professional Land Surveyor
 Montana Registration No. 9522LS

CERTIFICATE OF GREAT FALLS CITY PLANNING BOARD

We, the undersigned, _____, President of the said Great Falls City-County Planning Board, Great Falls and Cascade County, Montana, and _____, Secretary of said Great Falls City-County Planning Board, do hereby certify that the accompanying PLAT OF THE SOUTH PARK ADDITION - PH II to the City of Great Falls, Cascade County, Montana, has been submitted to the said Great Falls City-County Planning Board for examination by them and was found by them to conform to law and was approved at a meeting held on the _____ day of _____, 2007.

_____, President, City Planning Board
 _____, Secretary, City Planning Board

CERTIFICATE OF PUBLIC SERVICE DIRECTOR

I, JIM REARDEN, Public Service Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying PLAT OF THE SOUTH PARK ADDITION - PHASE II to the City of Great Falls, Cascade County, Montana, and the survey that it represents, and I find the same conforms to the regulations governing the platting of land and to presently zoned adjacent lands, as near as circumstances will permit and I do hereby approve the same on this _____ day of _____, 2007.

JIM REARDEN, Public Service Director, City of Great Falls

CERTIFICATE OF CITY COMMISSION

I, JOHN W. LAWTON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that this PLAT OF THE SOUTH PARK ADDITION - PHASE II to the City of Great Falls, Cascade County, Montana, was duly examined and approved by the Commission of the City of Great Falls at its regular meeting held on the _____ day of _____, 2007.

JOHN W. LAWTON, City Manager, City of Great Falls, Montana

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, JOHN W. LAWTON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, found that adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the above described property, namely, the facilities of the City of Great Falls, Cascade County, Montana, and that this certificate is made pursuant to Section 76 - 4 - 124, MCA, thereby permitting the Clerk and Recorder of Cascade County, Montana to record the accompanying plat. Dated this _____ day of _____, 2007.

JOHN W. LAWTON, City Manager, City of Great Falls, Montana



**FONTANA & MOORE
SURVEYING & LAND SURVEYING**
 SOUTH PARK ADDITION - PH II

SCALE: 1" = 50'
 DATE: 09/22/07
 DRAWN BY: LF
 REVISED:

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 and Bill Beecher. Also present were the City Manager, Assistant City Manager, City Attorney, Directors of Community Development, Fiscal Services, Library, Park and Recreation, Planning and Public Works, the Police Chief, Fire Chief, and City Clerk.

NEIGHBORHOOD COUNCILS

NC 4 – Drawing.

1. Drawing, Neighborhood Council District No. 4. Due to tie votes between the write-in candidates for the fifth seat on Neighborhood Council District 4, a drawing was held. Commissioner Jolley drew Gary Swartz's name. Mayor Stebbins requested that Mr. Swartz be contacted to determine if he is willing to serve.

NC4 – Annexation of the Home Place.

2. Sandra Guynn, NC 4 Chair, 3624 9th Avenue South, expressed concern about the property known as The Home Place at 4300 2nd Avenue North. Ms. Guynn stated after the mess was cleaned up last year the council was told that property was going to be number one on the list of properties to be annexed. After talking with Mr. Rangel recently, it was Ms. Guynn's understanding that the property was no longer on the annexation list. She stated there are still issues that exist and was told by the county that it will not do anything more at the property. The council is concerned about the possibility of fires. Ms. Guynn asked the Commission to reconsider annexation of the property. Planning Director Ben Rangel explained that he spoke with Rick Kavulla of NC 4 in December. He explained that the property owners chose not to continue water and sewer services when provided with the option to annex the parcel. In terms of applying that ordinance, it would no longer be the case. Mr. Kavulla indicated that the property is wholly surrounded so it could be annexed under that statute. Mr. Rangel indicated to Mr. Kavulla that that is not always the case. There are a number of issues that need to be looked at. Mr. Rangel stated the overall best interests of the City and its taxpayers need to be considered. The question arises, is there more responsibility and liability to the City for purposes of cleaning up the property when another entity is unwilling to continue full efforts of cleaning up the property. Mayor Stebbins asked Mr. Rangel to look into it and report back to the Commission.

PUBLIC HEARINGS

**Res. 9724, Cost Recovery
308 7th Avenue South.
Denied.**

3. RESOLUTION 9724, COST RECOVERY.

Community Development Director Mike Rattray reported that the property owner paid the amount owing of \$4,826 in full on February 5, 2008, and asked the City Commission to deny Resolution 9724.

Mayor Stebbins declared the public hearing open. No one spoke in favor of or opposition to Resolution 9724.

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

Commissioner Jolley moved, seconded by Commissioners Beecher and Bronson, that the City Commission deny Resolution 9724.

Motion carried 4-0.

**Res. 9726, Golf Fees.
Public Hearing continued
to February 19, 2008.**

4. RESOLUTION 9726, GOLF FEES.

Park and Recreation Director Martin Basta reported that the public hearing is for public comment on three options for fee changes at the City golf courses. The golf courses are currently operating at a deficit. In addition, there is not enough revenue being generated to meet bond covenants. Staff presented a financial report to the Golf Advisory Board on October 22, 2007, and again on January 7, 2008, where approximately 40 golfers attended and were invited to comment. Mr. Basta presented PowerPoint slides and discussed the operating budget, overall strategy for financial stability, general fund cash flow support and capital improvements, net revenue bond coverage, and the costs of season passes and green fees of the courses. Mr. Basta explained that Option 1 was developed by the Golf Advisory Board. On October 29, 2007, the Board approved a recommendation that the City Commission implement a user fee consisting of \$1 for 9 holes and \$2 for 18 holes for all golf course season passes, excluding junior passes. Staff has estimated that this increase will generate approximately \$56,600 in user fee revenue. Additionally, the Golf Board recommended an increase in greens fees of \$1 for 18 holes at both courses (excluding junior fees). Staff has estimated the increased green fees would generate approximately \$7,500 in revenue, for a total increase in revenue under the Golf Advisory Board proposal of approximately \$64,100. This proposal was also approved by the Park and Recreation Advisory Board on January 14, 2008, based on the recommendation of the Golf Advisory Board.

Option 2 is based on an alternative recommendation developed by City staff. Upon receiving public comment and correspondence from golfers, staff felt it to be prudent to offer an alternative fee increase to the one originally proposed by the Golf Advisory Board. This alternative includes increasing all season passes by \$50 (couples would be \$100 or \$50 per

person; excludes junior fees) and increasing green fees \$1 for 18 holes at both courses (excluding junior fees). Staff has estimated the increase in season pass revenue will be \$50,300 and the increase in green fees will generate approximately \$7,500, for a total increase of \$57,800.

Option 3 – At the January 30, 2008, agenda meeting, the City Commission requested that staff prepare a third fee alternative where there would be a multi-tiered approach to season passes. Tier one being a base fee where 80% of pass holders play a maximum of 50 rounds; tier two – base fee plus 10% - 15% of pass holders play a maximum of 100 rounds; and a third tier based on a base fee of 20%, where 5% of pass holders would play unlimited rounds. Season pass holders currently pay \$525. The recommended fee changes for Option 3 are: Tier One - \$560; Tier Two - \$616; and Tier Three - \$677. This option requires further commission direction and further staff analysis.

Commissioner Beecher informed everyone that the Commission will be continuing the public hearing because it doesn't have all the information it would like to have in looking at all the options to be considered. Further, it is the consensus of the Commission that Option 1 is off the table. The Commission will not be considering the \$1 or \$2 dollar additional fee.

Mayor Stebbins declared the public hearing open. Those making general comments regarding Resolution 9726 were:

Bob Langevin, 40 Prospect Drive, stated that he had another option for the Commission to consider. Mr. Langevin stated that the Commission could come up with a mill levy to support all recreational activities. The money then would be used for a recreational fund only. As this money grew, there would be money for improvements to the pools, recreational facilities and golf courses. Mr. Langevin stated that this would get rid of the debt. If the people vote to do that, then it gives the Commission an option for a mill levy. There would be enough money coming in so fee increases wouldn't be requested every year.

Joe Ruffatto, 2217 8th Avenue North, #2, stated that he does not golf. Mr. Ruffatto stated that the City of Great Falls needs to consider getting out of the golf business. In the last five years, Mr. Ruffatto stated that non-golfers have paid \$1.5 million dollars so that golfers may use the golf courses. He believes this is what the private sector needs to be doing – providing entertainment. He stated that he doesn't come before the Commission and ask them to buy him a Nintendo because that is what he likes to do. Mr. Ruffatto said there is a growing trend of leasing public courses to private organizations. Private organizations tend to keep costs down and get revenues up. Detroit privatized four of its six courses and went from a \$500,000 per year deficit to a \$200,000 per year surplus from its golf courses by leasing them. Mr. Ruffatto gave similar examples for New York and Chicago. The cities retained ownership of the courses and kept a

percentage of the surplus, but had private firms run the golf courses. Mr. Ruffato said that by doing this, the market would determine the price.

Rolland Leitheiser, 136 Sharon Drive, commented that he was a member of the ad hoc committee that looked into privatizing the courses. But, because of the debt, it doesn't work. Mr. Leitheiser stated that there is tunnel vision for the guys that golf the most. They are the ones that support the golf courses the most. Mr. Leitheiser felt that golfers are leaning towards cyber cards. He said if the fees keep being raised, there will be a decrease in pass holders. Mr. Leitheiser said a lot of the rounds are played in weather that normally wouldn't be played. He said they will play in the wind and rain if they have the pass. Mr. Leitheiser stated that he doesn't understand why the golf courses are the only amenity of the City that has to cover itself.

Ira Shaulis, 964 Avenue D N.W., commented that softball fields, tennis courts, parks and pools also have to be taken into consideration. He, as well as other golfers, also pays taxes for those amenities. He stated that the City has two great assets, Anaconda Hills and Eagle Falls. Five or six years ago when there was a fee increase, there was a decrease in memberships. Mr. Shaulis stated that the Commission should consider decreasing the fees to see if the memberships would increase and create more revenue. Mr. Shaulis agreed that the junior fees should not be increased.

Bill Furdell, 5101 Oakwood Court, thanked the Commission for taking Option 1 off the table. Mr. Furdell echoed the first speakers' comments. Mr. Furdell said he thinks there is a community obligation, not only to juniors, or others who use pools, tennis courts or soccer fields, but also to the golf courses. Many of those people, as well as many older citizens, use the golf courses too. He believes it is an important resource for the citizens of Great Falls. Lastly, Mr. Furdell stated if there has to be an increase, he pleaded for the Commission to keep it simple. He stated that he plays in all types of weather.

Jackie Loman, 205 Skyline Drive N.E., stated that she is the incoming President of the ladies' league at Eagle Falls on Tuesday mornings and is a member of the Anaconda Hills ladies' league on Wednesday mornings. Ms. Loman stated she thinks the City of Great Falls has a tremendous amenity to offer the people in the two courses. She moved to Great Falls seven years ago and was pleased with what the City had to offer. She urged the Commission to keep in mind that the health of the community is based on what it has to offer the citizens. Ms. Loman stated that the citizens of the community are not going to use every facility that the City has. But it has to try to give something for everybody. It would be her guess that 50% of the community has never stepped in the library. But, she said she doesn't suggest not supporting it because she doesn't use it. The same is true for recreational facilities. Ms. Loman said there is a big need when people are being encouraged to stay active. Ms. Loman stated that golf is

one of the greatest lifetime activities that there is. She concluded that nobody likes fee increases, but encouraged the City to keep the golf courses and for everyone to work together to figure out what to do to get rid of the debt.

Cody Harvey, 525 25th Avenue N.E., thanked the Commission for taking Option 1 off the table. Mr. Harvey stated that he knows the Mission Statement of the City Commission and that it is dedicated to recreation. Mr. Harvey said he has to remark that the first time he bought a pass was in 1994 for \$185 and now it costs \$525. Mr. Harvey said that he has never protested a fee increase. He believes it is a good deal. Mr. Harvey said he golfed 154 times, that is \$3.41 per round. Mr. Harvey said rather than being considered a good quality consumer of the product, he is to be penalized. He said the thinking here is that he is one of the whiney, complaining golfers that they perceive to be their customer. He believes it is an unreasonable perception of what the game of golf is all about. Mr. Harvey read a Tribune article that quoted Mr. Basta. Mr. Harvey said the \$1.3 million dollar figure is a cumulative dollar figure that started to accrue in 2001. Mr. Harvey said approximately 97,000 rounds of golf were played in 1998, compared to last year when 67,000 or 68,000 rounds were played. That accounts for a 30% drop. Mr. Harvey stated that they need to look at what has changed and what has remained the same. The debt was taken on to improve the golf courses. He stated they need to reconsider that the golfers aren't their enemy. The golfers are not responsible for the debt. The debt was run up by the management to improve the golf courses. It is their responsibility to manage the income and pay that debt. That is what management does and that is what they are expected to do.

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

Commissioner Beecher moved, seconded by Commissioner Bronson, that the City Commission continue the public hearing to February 19, 2008, to allow staff time to develop Option 3.

Mayor Stebbins asked if there was any discussion amongst the Commission. Commissioner Jolley stated no.

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

Ord. 2999, to Assign City Zoning to Cottage Grove Addition, Phase 3.

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

5. ORDINANCE 2999, TO ASSIGN CITY ZONING TO COTTAGE GROVE ADDITION, PHASE 3.

Planning Director Ben Rangel reported that Discovery Meadows, Inc. is the property owner and developer of Cottage Grove Addition, Phase 3. On January 8, 2008, the Commission approved the Preliminary Plat and Findings of Fact for the subdivision, located in east Great Falls and consists of 28 single family residential lots. The developer is now ready to proceed with the final plat of Phase 3, its annexation and the assignment of City zoning.

Mr. Rangel requested the Commission accept Ordinance 2999 on first reading and set public hearing for March 4, 2008, to consider assignment of City zoning and approval of the final plat of the subdivision and its annexation.

Commissioner Beecher moved, seconded by Commissioner Bronson, that the City Commission accept Ordinance 2999 on first reading and set public hearing for March 4, 2008.

Mayor Stebbins asked if there were any comments from the public. No one responded. Mayor Stebbins asked if there was any discussion amongst the Commission. Commissioner Jolley asked if there are roads in Exhibit A that are still in the county. Mr. Rangel responded that is correct. The specific subdivision that is in question is the cross-hashed portion. The other areas of the map reflect the existing situation where it appears some properties have been annexed but adjoining roadways have not been. An example being where 52nd Street was not annexed along with the Soccer Park because, at the time, a 100 foot strip of land between the street and the park was not owned by the City and thus had no authority to annex it. Commissioner Jolley asked if the roads are sometimes annexed or if they are left in the county. Mr. Rangel answered that, pursuant to state law, whenever a parcel is being annexed into the City of Great Falls and it immediately abuts a roadway, it is required that the abutting roadway segment be annexed as part of the parcel that is under consideration.

Motion carried 4-0.

Ord. 3000, to Assign City Zoning to a 20' Strip of Land to be combined with Lot 1, Block 6, Meadowlark Addition No. 5. Accepted on first reading and set public hearing for March 4, 2008.

6. ORDINANCE 3000, TO ASSIGN CITY ZONING TO A 20' STRIP OF LAND TO BE COMBINED WITH LOT 1, BLOCK 6, MEADOWLARK ADDITION NO. 5.

Planning Director Ben Rangel reported that Meadowlark Partners LLP is the property owner and developer of Meadowlark Addition No. 5. The subdivision, located in southwest Great Falls, was annexed into the City on August 21, 2007, and consists of 20 single family residential lots. The developer would now like to add an unincorporated 20 foot strip of land to

Lot 1, Block 6 of the subdivision to provide additional yard space for a new home.

Mr. Rangel requested the Commission accept Ordinance 3000 on first reading and set public hearing for March 4, 2008, to consider assignment of City zoning to the 20 foot strip of land, and consider approval of an amended plat of the lot and the annexation of the strip of land.

Commissioner Bronson moved, seconded by Commissioner Beecher, that the City Commission accept Ordinance 3000 on first reading and set public hearing for March 4, 2008.

Motion carried 4-0.

**Consent Agenda.
Approved Items 9 – 11,
13 and 14.**

CONSENT AGENDA

7. Minutes, January 22, 2008, Commission meeting.
8. Total Expenditures of \$1,580,086 for the period of January 15-30, 2008, to include claims over \$5,000, in the amount of \$1,414,549.
9. Contracts list.
10. Lien Release list.
11. Approve exception request to the Housing Loan Policies for property located at 316 Central Avenue.
12. Approve Change Order SII-3: Mitchell, Jaycee and Water Tower Pool Rehabilitation to Talcott Construction in the amount of \$2,363.
13. Reject bids for the Community Recreation Center LULA Elevator.
14. Reject bid for an Animal Shelter Medical Director contract.

Commissioner Jolley requested that Items 7, 8 and 12 be removed from the Consent Agenda.

Commissioner Beecher moved, seconded by Commissioner Bronson, that the City Commission approve the Consent Agenda, except for Items 7, 8 and 12.

Motion carried 4-0.

7. MINUTES, JANUARY 22, 2008, COMMISSION MEETING.

Commissioner Jolley commented that she thinks the minutes should have more specificity. She stated that you can see the DVD and there is a lot more information that is not contained in the minutes. Commissioner Jolley said that she thinks the minutes are for people to see what happened without watching television.

City Clerk Lisa Kunz responded that the minutes are a general summary and not verbatim. A person who didn't attend the meeting can read the minutes and get a general idea of what took place. Commissioner Jolley stated that she believes they should be more substantial pursuant to the

Sunshine Laws.

Mayor Stebbins stated, according to state law, the minutes are in compliance.

Commissioner Jolley asked Commissioner Bronson to comment.

Commissioner Bronson responded that, as an attorney, he would ask what she meant by more specificity. The minutes, as they are prepared, to most viewers, would be considered fairly substantial as is. Commissioner Bronson stated that if Commissioner Jolley felt there was a defect, such as they were not in compliance with the law, then she had to indicate what it was that was missing. Commissioner Jolley stated that these minutes do not reflect accurately what went on two weeks ago.

Commissioner Bronson responded that is an example of not being specific enough. He informed her that if she feels that a particular portion of the minutes is not accurate then she can pull it from the consent agenda and ask that it be rewritten so, if there is an inaccuracy, it can be corrected at that time. Commissioner Jolley stated that she hoped in the future the minutes would have more substance and then perhaps she wouldn't pull things and specifically point it out. Commissioner Bronson responded that the law does not require specificity to the point where the Commission would have a court reporter here and the minutes would consist of a verbatim transcript.

Commissioner Bronson moved, seconded by Commissioner Beecher, that the City Commission approve Item 7, the Minutes of January 22, 2008, as submitted.

Motion carried 3-1. (Commissioner Jolley dissenting.)

8. TOTAL EXPENDITURES OF \$1,580,086 FOR THE PERIOD OF JANUARY 15-30, 2008, TO INCLUDE CLAIMS OVER \$5,000, IN THE AMOUNT OF \$1,414,549.

Commissioner Jolley referred to electric fund payments to SME – January, February, June and December, 2007 – and wondered why the City was paying something all the way back to January of 2007 and said she was curious about the December 2007, payment of \$708,760.19. She asked why the payments were spread out like that.

Fiscal Services Director Coleen Balzarini responded that the December payment is the initial billing that she received from Southern Montana for what electricity City customers have used. January and February are adjustments related to NorthWestern Energy's second reporting of fees that are owed and they are related to the purchases that are incurred out on the imbalance market. All of this billing doesn't come in at the same time. The June read or bill relates to a new requirement from NorthWestern Energy to provide a third adjustment. So, as the City receives the bills from

Southern Montana, and as Southern Montana receives bills from PPL and NorthWestern Energy, Southern Montana passes them on to the City who makes payments after a reconciliation to confirm that it is for energy that has been used by City customers.

Commissioner Jolley stated that two weeks ago there were a couple of payments for the imbalance adjustment and this is not the same thing, but it seems to be similar. Ms. Balzarini answered it is similar. It is not called an imbalance because, the fact is, it's for energy consumption. It is just a matter of where the City was buying and selling; and, whether it was for a flat block that was purchased from PPL or whether it was for purchases made out on the market, as well as the offsetting sales.

Commissioner Jolley asked Ms. Balzarini if Electric City Power sustains itself - does it charge enough to support itself. Ms. Balazarini answered that the City reflected a loss on June 30th in the Electric City Power fund. That was reported in the Annual Financial Report. No, at this point, it is not sustaining itself.

City Manager John Lawton added that the electrical billing process is complicated. Mr. Lawton said the City has learned that it is always done in arrears, and there are multiple reconciliations of each monthly bill. The reconciliations are usually relating to imbalances and those are governed by the Federal Energy Regulatory Commission. It is complex. It is difficult to understand by looking at one or two bills. He said that you have to look at it over time and work with the rules to begin to understand it. It is not an easy thing. He concluded that he would be happy to work with any Commissioner who wants to learn more about it.

Commissioner Jolley said that there is an ordinance that says Electric City Power shall sustain itself. She said she feels uncomfortable voting for payments that accurately reflect that the City does not follow its own ordinance that Electric City Power shall sustain itself.

Mr. Lawton responded that Electric City Power will sustain itself over time. ECP has had losses in the first couple of years. Those losses will be erased in future years. Some of those losses relate to billing in arrears that takes a long time to settle up and to recover the cost on. Mr. Lawton said, over time, ECP will sustain itself.

Commissioner Jolley stated that the ordinance says it will sustain itself. It doesn't say sometime in the future. Mr. Lawton said he could provide a projection. Ms. Jolley stated that there are projections in the Comprehensive Annual Financial Report.

Commissioner Beecher moved, seconded by Commissioner Bronson, that the City Commission accept Item 8 of the Consent Agenda as presented.

Motion carried 3-1. (Commissioner Jolley dissenting.)

12. APPROVE CHANGE ORDER SII-3: MITCHELL, JAYCEE AND WATER TOWER POOL REHABILITATION TO TALCOTT CONSTRUCTION IN THE AMOUNT OF \$2,363.

Commissioner Jolley thanked Assistant City Manager Cheryl Patton or whoever for the additional information about the spray parks contained in the agenda report. Commissioner Jolley asked if the Commissioners remembered voting for the spray parks. She inquired what the survey said. Commissioner Beecher stated that the spray parks only were an option versus the pools during the survey. Assistant City Manager Cheryl Patton stated that the spray parks were not a part of the bond issue. The bid for the spray parks was awarded by the City Commission however.

Commissioner Jolley moved, seconded by Commissioner Beecher, that the City Commission approve Item 12 of the Consent Agenda as presented.

Motion carried 4-0.

BOARDS & COMMISSIONS

15. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

CITY MANAGER

16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

CITY COMMISSION

17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

**Special Examiner
Update.**

Commissioner Bronson reported that the Commission has before it the Final Scope of Work that was presented by the Hughes, Kellner, Sullivan & Alke firm with respect to their services acting as special examiner for the Commission regarding the City Police Department's investigation of the situation at the Animal Shelter. Commissioner Bronson stated that he believed the investigator will need some direction from the Commission as to whether or not the scope of work as set forth in her letter of February 4, 2008, is acceptable to them. At Commissioner Jolley's request, Commissioner Bronson read Elizabeth S. Baker's letter dated February 4, 2008.

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

Commissioner Jolley stated that the Commission can discuss it, but not vote on it because it wasn't on the agenda.

City Manager John Lawton stated that he didn't believe there was a need to vote on it. The engagement letter has already been signed. This is an informal expansion on the scope of work to express Ms. Baker's understanding of it and an invitation to get comments back to her if that is not correct. If there are comments, questions, or amplifications, this would be an appropriate time to express those.

Commissioner Jolley stated the Commission could contact Ms. Baker directly. Mr. Lawton stated that they certainly could and Ms. Baker invited that.

PETITIONS AND COMMUNICATIONS

18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Stebbins opened the meeting to Petitions and Communications.

Coal to Liquid. Nanosolar.

18A. Kathleen Gessaman, 1006 36th Avenue N.E., thanked Commissioners Jolley and Bronson for attending the ECP meeting and stated it was good to hear their input. Ms. Gessaman stated she wanted the Commission to give the same opportunity that the Air Force gave in the coal to liquid fact finding session. She thanked Commissioner Bronson for being the mayor pro-temp there. Mr. Gessaman encouraged the Commissioners to google earth and view the only coal to liquid facility in operation in the world in Secunda, South Africa. Ms. Gessaman stated that she was there 26 years ago and was curious to see how much waste product had built up in that period of time. She stated this is something the City should be concerned about and get some answers from a future developer. Ms. Gessaman also pointed out that Nanosolar has started up in San Jose, California. It is a company that is creating thin film solar panels. Right now, most of their orders are going to Germany. The order books are full until 2009. Ms. Gessaman stated that it is encouraging seeing this new technology up and running. It is something to think about for the future.

Doney-Great Falls Development Authority. HGS.

18B. Ron Gessaman, 1006 36th Avenue N.E., stated that he wanted to talk about something that was presented to the Commission in early December. Mr. Gessaman said that Mr. Doney informed the Commission what a wonderful job the Highwood Generating Station was going to do in creating well paying jobs. Mr. Gessaman referred to a December 3rd press release by the Great Falls Development Authority that stated 142 new jobs were going to be created and that the 77 jobs created by the Highwood Generating Station would have an average payroll of \$104,000 each. Mr. Gessaman asked the Commission to check the U.S. Bureau of Labor Statistics and other industry sources, and it will find the jobs in this area and nationwide come nowhere close to \$104,000 average for power plant jobs. Mr. Gessaman stated he would be very curious to see Mr. Doney's response to this. Mr. Gessaman stated that he told Mr. Doney that he believes this information is based on erroneous data.

**Arm injury. Insurance.
City's laws, rules and
ordinances.**

18C. John Hubbard, 615 7th Avenue South, stated that he lost his arm 21 years ago on January 22nd. Mr. Hubbard said he just received an answer from his insurance company that it is not going to pay. Mr. Hubbard asked why he has to pay insurance when the insurance company refuses to pay him after receiving a district judge's order. Mr. Hubbard inquired why the new City Manager gets paid \$105,000. Mr. Hubbard said when he lost his arm in 1987, he also lost his livelihood. He said in 2000 he was awarded a judgment for \$2.3 million, and then the company filed bankruptcy. He asked how the poor, injured and people on Social Security are supposed to live in this country. Mr. Hubbard stated that he believes the employer should be responsible. Mr. Hubbard stated that on September 18th he denounces all the City's laws, rules and ordinances.

City bus system.

18D. Larry Steele, 419 ½ 5th Avenue North, stated he feels when he made the obligation to run for office and lost, he has two choices. He can still fulfill that obligation he made or do nothing. He said he made that commitment to the City and he is going to do what he can. Mr. Steele said an issue has been brought up about the City bus system. He was in the Army and was taught to not bring a problem, but a solution. Mr. Steele said he has been thinking of a solution for awhile. Mr. Steele said the problem is the City needs to get the bus system running earlier in the morning and later at night. He explained that most of the single moms and under-income people work before 6:00 a.m. or after 10:00 p.m., when the busses aren't running. He said it was his belief that this problem is contributing to the increase in no insurance and driving while suspended tickets. He believes this is also causing a burden on the City because they are the same people who can't afford the insurance. If they can't afford the insurance then they can't afford the \$10 per night to take a cab home. They are left with a choice to walk in the cold or drive their car without insurance or a license. Mr. Steele said his solution is for the City to use the money that it collects from no insurance, driving while suspended and similar tickets to fund running longer bus hours.

**School zone safety –
Montana drivers' manual.**

18E. George Littlefield, 4225 Morningside Circle, stated that he was an ex-member of Neighborhood Council 4. Mr. Littlefield handed out a copy of a change that will be coming out in the State of Montana's drivers' manual. He said he has been working on this for two years. He received a letter from Christine Thatcher, who is second in command at the Montana Department of Justice, Motor Vehicle Bureau. She agreed with some of the proposals that Mr. Littlefield had submitted to her. Ms. Thatcher got behind him and made the changes that the Commission now sees before it. Mr. Littlefield personally thanked Mayor Stebbins stating that she was the only member of several entities asked in the State of Montana that wrote him a letter supporting that project. He also asked Chief Grove to thank Lt. John Sowell of the Great Falls Police Department. Mr. Littlefield said that when he did not receive a response from the Great Falls School Board, Lt. Sowell provided him with legal definitions for a school zone and school area which are now in the manual. Mr. Littlefield said now there is a full page in the manual and a section titled School Zone Safety Standards. Mr. Littlefield

said in safety, you measure your progress in inches and not yards. He said we just inched forward. This is the first time in the history of the manual that you see the words school zone safety outlined.

Mayor Stebbins stated this is a great example of what members of neighborhood councils can do. Mayor Stebbins told Mr. Littlefield that she appreciates all of his hard work and is grateful to him for what he has done, not just for this community but for the entire State of Montana when it comes to school safety.

ADJOURNMENT

Adjourn.

There being no further business to come before the Commission, **Commissioner Beecher moved, seconded by Commissioner Bronson that the regular meeting of February 5, 2008, be adjourned at 8:35 p.m.**

Motion carried 4-0.

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 FEB 6, 2008	454,500.17
MASTER ACCOUNT CHECK RUN FOR FEB 13, 2008	223,845.93
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JAN 31, 2008	71,642.00
MUNICIPAL COURT ACCOUNT CHECK RUN FOR FEB 8, 2008	1,740.00
WIRE TRANSFERS FROM JAN 22-28, 2008	13,693.51
WIRE TRANSFERS FROM JAN 29- FEB 4, 2008	170,551.89
WIRE TRANSFERS FROM FEB 13, 2008	<u>42,245.37</u>
TOTAL: \$	<u>978,218.87</u>

GENERAL FUND

LEGAL		
BROWNING KALECZYC BERRY & HOVEN	GENERAL LIABILITY CLAIM LEGAL DEFENSE	5,622.88
POLICE		
STATE OF MT CENTRAL SERVICES DIV.	LAW ENFORCEMENT SYSTEM USE & LICENSE (SPLIT AMONG FUNDS)	1,740.65
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	3,257.90
FIRE		
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	6,434.96
VISITORS CENTER		
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	194.49
PARK & RECREATION		
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	6,728.37

SPECIAL REVENUE FUND

911 SPECIAL REVENUE		
BATTERY WAREHOUSE	911 BACKUP UNINTERRUPTED POWER SUPPLY SYSTEM BATTERIES	6,420.00
LIBRARY		
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	4,643.34

DEBT SERVICE

TAX INCREMENT BOND

US BANK NA	DEBT SERV PMT FOR URBAN RENEWAL REVENUE BOND, PARITY SERIES 1998A	5,961.25
US BANK NA	DEBT SERV PMT FOR URBAN RENEWAL REVENUE REFUNDING BOND, SERIES 2002	26,893.75

CAPITAL PROJECTS

GENERAL CAPITAL

VERMONT SYSTEMS INC	PARK & REC WEB/RECTRAC TRAINING, MAINTENANCE & SOFTWARE	21,365.50
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STREET LIGHTING CONSTRUCTION

UNITED ELECTRIC LLC	PMT #1 OF SID 1308/ EAGLES CROSSING	12,516.17
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ENTERPRISE FUNDS

WATER

BISON MOTOR CO INC	2- 2008 FORD RANGER 1/4 TON PICK-UPS	31,355.30
ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	10,155.58
DANA KEPNER CO-BILLINGS	200- WATER METERS	28,300.00

SEWER

VEOLIA WATER NORTH AMERICA	OPERATION & MAINT. OF WWTP NOV	212,571.08
VEOLIA WATER NORTH AMERICA	MISC MINOR CAPITAL IMPROVEMENTS / WWTP	12,500.00

SANITATION

ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	535.99
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ELECTRIC

WATER RIGHT SOLUTIONS INC	WATER RIGHTS CONSULTING (SPLIT AMONG FUNDS)	1,238.88
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SAFETY SERVICES

STATE OF MT CENTRAL SERVICES DIV.	LAW ENFORCEMENT SYSTEM USE & LICENSE (SPLIT AMONG FUNDS)	10,669.50
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ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	814.47
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PARKING

TEE INC	SNOW REMOVAL @ PARKING RAMPS (SPLIT AMONG FUNDS)	1,400.00
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GOLF COURSES

ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	959.75
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SWIM POOLS

ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	5,765.33
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RECREATION

ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	2,070.54
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

BLUE CROSS/BLUE SHIELD	HEALTH INSURANCE CLAIMS 1/22- 1/28, 2008	13,693.51
BLUE CROSS/BLUE SHIELD	HEALTH INSURANCE CLAIMS 1/29 - 2/4, 2008	170,551.89

INSURANCE & SAFETY

MONTANA MUNICIPAL INS AUTH	GEN LIAB DEDUCTIBLE PMTS JAN 2008	12,063.99
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FISCAL SERVICES

WATER RIGHT SOLUTIONS INC	WATER RIGHTS CONSULTING (SPLIT AMONG FUNDS)	5,407.05
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INFORMATION TECHNOLOGY

NEW WORLD SYSTEMS INC	PUBLIC SAFETY SERVER/ PRO-RATED COUNTY MAINTENANCE PORTION JAN 1 - JUNE 30, 2008	18,602.00
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CENTRAL GARAGE

BISON MOTOR CO INC	2008 FORD RANGER 1/4 TON PICK-UP	15,677.65
MOUNTAIN VIEW CO-OP	DIESEL FUEL JAN 24, 2008	19,324.28
MOUNTAIN VIEW CO-OP	UNLEADED & DIESEL FUEL JAN 29, 2008	21,436.40

ENGINEERING

BISON MOTOR CO INC	2008 FORD RANGER 1/4 TON PICK-UP	15,677.65
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PUBLIC WORKS ADMINISTRATION

ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	11,032.56
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CC FACILITY SERVICES

TEE INC	SNOW REMOVAL @ CIVIC CENTER (SPLIT AMONG FUNDS)	5,325.00
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ENERGY WEST	MONTHLY CHARGES (SPLIT AMONG FUNDS)	8,751.29
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CASCADE COUNTY TREASURER	FINES & FORFEITURES SURCHARGES	10,590.00
CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	54,608.00

CLAIMS OVER \$5000 TOTAL: \$ 802,856.95

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

**AGENDA: 8
DATE: February 19, 2008**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR'S SIGNATURE: _____

CONTRACT LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
A	Community Development	Skyline Services, Inc.	03/01/2008-12/31/2009	551	\$5,400	Window cleaning – City Parking Garages
B	Municipal Court	Contract Flooring	Immediate	411-1361-515-9399	\$5,721	Installation of Carpeting in the Municipal Court Offices.
C	Planning Department	Hall-Widdoss & Co.P.C. 1001 SW Higgins Ave. Suite 201 Missoula, MT 59803	N/A	CTEP	Project - \$7,500 CTEP Funds - \$6,493.50 Local Match (non-city) \$1,006.50	Appraisal Services for Missouri River Scenic Acquisition CTEP Project
D	Public Works	Duane J. Vick and Daren J. Vick, 871 24 th Lane N.E., Power, MT 59468	02/13/2008-04/15/2008	517-3188-532-9119	\$6,500	Land Purchase Option

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

**AGENDA: 9
DATE: February 19, 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

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	CITY MATCH (INCLUDE FUND MATCH TO BE PAID OUT OF)	PURPOSE
A	Planning	Montana Historical Society	01/18/2008 to 07/01/2009	\$3,000	N/A (Match will be sought from other sources – Russell Country)	To produce Walking Tour Brochures for the Railroad Historic District and other sites along the Missouri River

AGENDA REPORT

DATE February 19, 2008

ITEM: FINAL PAYMENT: 2007 CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT) HANDICAP RAMPS, O. F. 1507.1

INITIATED BY: PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

ACTION REQUESTED: APPROVE FINAL PAYMENT REQUEST

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

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RECOMMENDATION: Staff recommends approval of Final Payment to Kuglin Construction for the 2007 CDBG Handicap Ramps, O. F. 1507.1.

MOTION: “I move the City Commission approve the Final Pay Request of \$3,561.72 to Kuglin Construction and payment of \$35.98 to the State Miscellaneous Tax Division for the 2007 CDBG Handicap Ramps, O. F. 1507.1, and authorize the City Manager to make the payments.”

SYNOPSIS: Kuglin Construction completed all contracted work and City Engineering staff recommends acceptance of the project and execution of the Final Payment

BACKGROUND: The City has been installing handicap ramps as a part of street rehabilitation projects for a number of years. This is the seventh phase of an ongoing series of CDBG funded projects to install handicap ramps citywide. The ramp projects are related to a program to repair hazardous sidewalks.

The Commission approved the original contract price of \$75,215 on September 4, 2007. The final contract amount was \$71,954. The project was funded by CDBG and storm drain funds. The remaining \$1,071 in CDBG funds will be used towards the 2007 CDGB Sidewalk Replacement project (O.F. 1507.2), which will begin in the spring. The \$2,190 remaining in storm drain funding will be placed back into the storm drain fund.

The project consisted of the installation of handicap ramps along 8th Avenue North from 16th Street to 21st Street. Including the handicap ramps, a total of 4,868 square feet of sidewalk, and 561 lineal feet of curb and gutter were placed. Substantial completion was reached on October 31, 2007, which was also the start of the 2 year warranty period. Delay of the final payment was due to the contractor needing to advertise in the newspaper that the project was complete and all contractors and suppliers had been paid. This has now been completed.

The Engineering Division applied for and was awarded the grant, designed the project, and performed the inspection and contract administration duties. The Community Development Department administered the CDBG program and performed grant and other administrative duties.

AGENDA REPORT

DATE February 19, 2008

ITEM: CONSTRUCTION CONTRACT AWARD: SANITARY SEWER TRENCHLESS REHABILITATION, PHASE 12, O. F. 1425.9

INITIATED BY: PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

ACTION REQUESTED: AWARD CONTRACT

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

- - - - -

MOTION: “I move the City Commission award a contract in the amount of \$157,387.00 to Insituform Technologies, Inc. for the Sanitary Sewer Trenchless Rehabilitation, Phase 12, O. F. 1425.9, and authorize the City Manager to execute the agreements.”

PROJECT TITLE: Sanitary Sewer Trenchless Rehabilitation, Phase 12, O. F. 1425.9

RECOMMENDED CONTRACTOR: Insituform Technologies, Inc.

CONTRACT AMOUNT: \$157,387.00

ENGINEER’S ESTIMATE: \$239,942.05

START DATE: April, 2008

COMPLETION DATE: May, 2008 (45 Calendar Days)

PENALTY / INCENTIVE TERMS: Liquidated Damages, \$400.00/Day

SYNOPSIS: This project is a continuation of an ongoing program to rehabilitate existing sanitary sewer mains utilizing trenchless technology methods. This year’s project will rehabilitate sewer mains that have gradually deteriorated over the years. A total of 3,996 linear feet of main will receive liners, greatly extending the main’s useful life and reducing routine maintenance costs.

The bid opening was held on February 6, 2008 with two bids submitted. Insituform Technologies submitted the low bid in the amount of \$157,387. The bid tabulation summary is attached. Funding for the project will come from sewer capital funds.

BACKGROUND: This project will make use of the trenchless technology installation method of installing Cured-In-Place-Pipe (CIPP) liner into existing pipes. Trenchless technology was chosen for this project for several reasons including lower cost, ease of installation, greatly reduced surface disruption, and elimination of utility conflicts.

This project will rehabilitate 3,996 linear feet of 8 and 9 inch diameter mains that are located in nine locations spread around the City. The mains are made of vitrified clay and are past their expected useful lifespan. The mains have begun to crack and in some cases pieces of pipe have broken away, causing holes to form in the sewers. This causes an environmental concern and also maintenance problems in keeping the lines flowing and in proper working order.

City Engineering Staff completed the project design and will perform construction inspection and administrative duties.

Attachments: Bid Tabulation Summary

File: 14259awdAR

CITY OF GREAT FALLS
 P.O. BOX 5021
 GREAT FALLS, MT 59403

BID TABULATION SUMMARY
 Sanitary Sewer Trenchless Rehabilitation, Phase 12
 OF 1425.9

Project Number _____
 Bids Taken at Civic Center
 Date: February 6, 2008
 Tabulated By: Dave Dobbs

	Name & Address of Bidder	Acknowledge Addendum #1	Special Conditions Section 1 Page 2 of 2 signed	10% Bid Security	Affidavit of Non-Collusion	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	Insituform 63 E 11400 S, Suite 313 Sandy, Utah 84070	N/A	√	√	√	√	√	\$157,387.00
2	Planned and Engineered Const. 3400 Centennial Drive Helena, MT 59601	N/A	√	√	√	√	√	\$185,555.00
3								
4								
5								
6								
7								
8								
9								
10	Engineer's Estimate							\$239,942.04

AGENDA REPORT

DATE February 19, 2008

ITEM: FINAL PAYMENT: CONTRACT 02, GENERAL CONSTRUCTION FOR THE WASTEWATER TREATMENT PLANT COGENERATION PROJECT, O. F. 1404

INITIATED BY: PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

ACTION REQUESTED: APPROVE FINAL PAYMENT REQUEST

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

- - - - -

RECOMMENDATION: Staff recommends approval of Final Payment to NewMech Companies, Inc. (NewMech) for Contract 02 – General Construction for the Wastewater Treatment Plant Cogeneration Project, O. F. 1404.

MOTION: “I move the City Commission approve Final Pay Request of \$4,950.00, to NewMech Companies, Inc. and payment of \$50.00 to the State Miscellaneous Tax Division for Contract 02 – General Construction for the Wastewater Treatment Plant Cogeneration Project, O. F. 1404, and authorize the City Manager to make the payments.”

SYNOPSIS: Bids were opened on November 14, 2006 with NewMech Companies, Inc. submitting the lowest responsible bid of \$1,143,000. The other bid submitted was in the amount of \$1,921,700.00. City Commission awarded the construction contract to NewMech Companies on November 21, 2006. Substantial completion of the project occurred on May 23, 2007. Final cost of the project was \$1,286,877.85. Delay of the final payment application was due to several punch list items needed to be completed by the contractor. These items have now been completed.

This project involved installing a new cogeneration system at the Great Falls Wastewater Plant. The cogeneration system includes an engine generator, gas cleaning equipment, and heat recovery and delivery equipment.

BACKGROUND: The new cogeneration system will use methane gas produced in the treatment process at the wastewater treatment plant to generate electricity and heat to meet part of the plant’s energy requirements. Currently the excess methane gas is burned off using a flare, ultimately wasting it. Startup of the cogeneration system is pending the approval of an air permit by DEQ which is expected to happen by mid-March.

Stanley Consultants Inc completed the project design and performed construction inspection and contract administration duties. City engineering staff assisted with project administration duties.

A G E N D A R E P O R T

DATE February 19, 2008

ITEM LABOR AGREEMENT: CITY OF GREAT FALLS AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL # 233

INITIATED BY The International Brotherhood of Electrical Workers (IBEW), Local #233

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 International Brotherhood of Electrical Workers, Local #233, hereafter referred to as the IBEW.

MOTION:

I move that the City Commission approve the Labor Agreement between the City of Great Falls and the IBEW, and authorize the City Manager to execute said Labor Agreement.

SYNOPSIS:

Attached is the proposed labor agreement between the City of Great Falls and the IBEW.

BACKGROUND:

The terms of the proposed agreement are for an eighteen (18) month period from January 1, 2008 through June 30, 2009. The economic impact is 3% effective January 1, 2008, and 3% effective January 1, 2009.

The major changes from the previous agreement are as follows:

- 1. Article 2, TERM OF THE AGREEMENT

The dates were changed to reflect the duration of the agreement, 1/1/08 – 6/30/09.

- 2. Article 11, CALL BACK, Section 11.1

The times when an employee is paid overtime when called in to work was changed. Employees will be compensated a minimum of two hours of overtime if called back to work two hours or less before the beginning of their regular shift and up to four hours after the end of their regular shift. On a day an employee is not scheduled to work, including holidays and vacations, the employee will receive a minimum of four hours of overtime.

3. Article 16, SICK LEAVE, New Section 16.9

A new section was added to provide a program that will allow employees the opportunity to participate in a Health Saving Account. A program will be implemented such as the State's Voluntary Employee Beneficiary Association (VEBA) or a similar program that allows employees to contribute their lump sum sick leave cash out on a pre-tax basis, paid at 25% of their accrued balance per state law, into an account to help pay medical expenses, including premiums, after retirement or separation from employment.

4. Article 23, HOT MEAL

The hot meal allowance amounts were changed to be consistent with the amounts in the other labor agreements that provide for hot meals after employees have been working a certain number of hours of overtime. If this amount increases in other labor agreements during the term of this agreement they will increase in this one as well.

5. Schedule A

The salary schedule was updated to reflect a 3% increases effective 1/1/08 and 1/1/09.

A notation was made regarding the Water Plant Operations Foreman position. The Water Plant Operations Foreman supervises the Water Plant Operators who are covered by the Crafts Council labor agreement. The City agreed to adjust the Water Plant Operations Foreman's rate of pay **if** the Water Plant Operators receive a market adjustment during the term of this agreement that is over and above the general cost of living increase.

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

The contribution rates were changed to reflect current City and employee contribution amounts in effect 1/1/08. Any increases during the term of the agreement will be shared to maintain the City's contribution rate of 90% of the total premium, and the employee's contribution rate of 10%.

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

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION #233

January 1, 2008 – June 30, 2009

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AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the ___ day of January, 2008, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and LOCAL UNION #233, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "UNION", the parties have mutually agreed as follows:

ARTICLE 1

RECOGNITION AND PURPOSE

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

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

ARTICLE 2

TERM OF THE AGREEMENT

- 2.1 This Agreement shall take effect January 1, 2008 and shall remain in effect until June 30, 2009, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated as provided herein.
- 2.2 Either party desiring to change or terminate this Agreement must notify the other in writing at least 60 days prior to the anniversary date.
- 2.3 Whenever such notice is given for changes, the articles to be changed, added, or deleted must be specified in the notice.
- 2.4 The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.
- 2.5 The parties shall attempt to reach an agreement with respect to the proposed change or changes; and at least thirty (30) days prior to the expiration date of the Agreement, meetings to consider such changes shall be held by the parties. In the event that an agreement has not been reached by the anniversary date to renew, modify, or extend this Agreement or to submit the unresolved issues to final and binding arbitration, either party may serve the other a ten (10) day written notice terminating this agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.
- 2.6 By mutual agreement only, the parties may jointly submit the unresolved issues to final and binding arbitration for adjudication. The decision shall be final and binding on all parties

hereto

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

ARTICLE 3

SUCCESSORS:

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

ARTICLE 4

DEFINITIONS

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

ARTICLE 5

UNION SECURITY

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

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

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

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

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

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

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

5.6 In consideration of the "save harmless" clause above, the CITY agrees that the UNION shall

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

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this Agreement.
- 6.2 It is mutually agreed that there will be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this Agreement.
- 6.3 It shall not be a violation of this Agreement to refuse to cross a legal picket line.
- 6.4 The UNION and the CITY agree that "strikes" or "lockouts" will not prevent the UNION or the CITY from providing emergency operation of the water, wastewater and sanitation systems that are essential to the health, welfare, and safety of the public.
- 6.5 The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration. The CITY may "lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

ARTICLE 7

MANAGEMENT RIGHTS:

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

- a. direct employees;

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

The foregoing enumeration of CITY management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 8

EMPLOYEE RIGHTS/GRIEVANCE

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

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

- STEP 2 A. If the employee is not satisfied with the Division Supervisor's decision, he may reduce the grievance to writing and submit to the UNION for evaluation. The written grievance shall contain the following information:
 - 1. The nature of the grievance and the facts on which it is based.
 - 2. The provisions of the agreement allegedly violated, if applicable.
 - 3. The remedy requested.
- B. No grievance shall be considered or processed unless it is submitted within fifteen (15) days of the first knowledge.

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

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

STEP 5 If within ten (10) calendar days the grievance has not been settled, it may be submitted to arbitration for adjustment by either party.

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

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

ARTICLE 9

WAGES AND PAY PERIODS:

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

ARTICLE 10

HOURS OF WORK AND OVERTIME:

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

ARTICLE 11

CALL BACK:

- 11.1 An employee called in for work at a time other than his (her) normal scheduled shift (off duty) will be compensated for a minimum of two (2) hours overtime from two (2) hours before the start of their scheduled shift and four (4) hours from the end of the scheduled shift on a normal work day.

At all other times, including holidays and vacations, the employee will be compensated for four (4) hours minimum paid at one and one half (1½) times the employee's regular pay rate.

An extension or earlier report to a regularly scheduled shift on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

- 11.2 Standby Time: An employee placed on standby will wear a pager, which is provided by the

CITY, and remain within the range of the pager during the time on standby. The standby period is defined as any consecutive 24-hour period. The employee must be notified at least 24 hours preceding the beginning of any standby period, and no later than 10:00 p.m. on a normal work day. The employee will be compensated for two (2) hours of overtime pay for the standby period in addition to any call back compensation.

- 11.3 Bargaining unit members who are required to make calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one-half (½) hour at one and one-half times their regular rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (½) hour, the employee will be paid for the actual time worked at one and one-half times their regular rate of pay.

ARTICLE 12

SENIORITY

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

Seniority shall be broken by (a) quit; (b) retirement; (c) discharge; (d) failure to report after layoff within fourteen (14) calendar days following written notification to employee and UNION to return to work sent to the last known address to the City; (e) absence from CITY employment for layoff or illness for twelve (12) or more months. No new permanent employees shall be hired in a craft or division until all laid off employees who shall retain seniority in that classification who are qualified to fill the open job have been given an opportunity to return to work.

ARTICLE 13

PROBATIONARY PERIODS (FOR WORK EVALUATIONS ONLY):

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

ARTICLE 14

HOLIDAYS:

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

ARTICLE 15

VACATION:

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

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

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

anniversary day of hire.

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

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

ARTICLE 16

SICK LEAVE:

- 16.1 Sick leave shall be earned and accumulated as provided in the Montana Codes Annotated.
- 16.2 Employee may take sick leave for the following reasons:
1. Personal illness, including doctor and dentist appointments. Employees are requested to give twenty-four (24) hours prior notice of doctor and dentist appointments, except in cases of emergencies or unforeseen circumstances.
 2. When urgently need to care for an employee's spouse, children, mother, father, or any other member of the household who is ill; this leave may not exceed more than three (3) days at any one time.
 3. When there is a death in the immediate family, five (5) days sick leave may be granted. The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents and corresponding in-laws.
- 16.3 A doctor's report may be required for any paid sick leave in excess of one (1) working day, or at any time where a pattern of excessive sick leave is identified by the CITY.
- 16.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.
1. Report as soon as reasonable possible prior to the beginning of the shift to his (her) division head the reason for absence.
 2. If the absence is for more than one (1) day in length, the employee must keep his (her) division head informed of his (her) condition, when physically possible.
- 16.5 Worker's compensation benefits, which are received by an employee during sick leave, shall be deducted from compensation due the employee and shall be credited to the employee's

sick leave.

- 16.6 "Leave of Absence" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his regular job.
- 16.7 Death Benefits. All personnel shall receive Public Employment Retirement System death benefits, which presently are as follows for the beneficiaries of members who die before retirement.
1. Lump sum. All contributions to PERS plus interest and one (1) month's salary for each year of service up to six (6) years.
- 16.8 SICK LEAVE DONATIONS. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, and needs more time away from work, he/she may utilize his/her accrued annual leave. If an employee is ill and has exhausted all his/her sick leave and vacation leave credits, and needs more time away from work, members of the IBEW UNION may donate five (5) days of sick leave to an employee on an individual basis. Requests for donations must be approved by management. Maximum employee can receive or donate is fifteen (15) days in a calendar year.
- 16.9 The City agrees to make application to participate in the State's VEBA (Voluntary Employee Beneficiary Association) program, or a similar Health Reimbursement Account (HRA) program, designed to allow employees to contribute termination sick leave pay outs into an account to pay for eligible health insurance premiums and medical expenses after retirement. The cash out of accrued sick leave will be in accordance with state law, MCA 2-18-618(6), which currently provides lump-sum payment at 25% of an employee's accrued sick leave balance upon termination.

ARTICLE 17

FAMILY AND MEDICAL LEAVE:

- 17.1 LEAVE ENTITLEMENT: Up to twelve (12) weeks of leave may be taken in any twelve (12) month period. This is computed as twelve (12) months measured forward from the first date leave is used.
- 17.2 USE: Reasons for taking leave: Unpaid leave must be granted for any of the following reasons:
- a. To care for the employee's child after birth, or placement for adoption or foster care;
 - b. To care for an immediate family member (spouse, child or parent) with a serious health condition (does NOT include in-laws); or,
 - c. To take medical leave when the employee is unable to work because of a serious

health condition.

17.3 SUBSTITUTION OF PAID LEAVE

- a. If leave is taken for the birth, adoption or foster placement of a child (not medical purposes), the employee can choose or the City can require the employee to use all paid vacation leave or compensatory time before taking unpaid leave.
- b. If the leave is taken for the serious illness of an eligible family member or the employee, the employee can choose, or the City can require the employee to use all paid sick leave and compensatory time before using unpaid leave. If the employee chooses, he/she may also use paid vacation leave before taking unpaid leave.
- c. It is the responsibility of the City to designate leave, paid or unpaid, as FMLA-qualifying, based on information provided by the employee. In no event may such designation be made after leave is concluded, or based on information other than that provided by the employee.

17.4 INTERMITTENT LEAVE AND REDUCED HOURS

- a. FMLA leave can be taken intermittently, in less than full day increments. Reduced hour schedules also require the approval of the Department Head.

17.5 APPLYING FOR FMLA LEAVE: Employees seeking to use FMLA leave must complete a FMLA Request Form and may also be required to provide:

- a. 30-day advance notice of the need to take FMLA leave when the need is foreseeable, or as soon as possible if the need is not foreseeable, usually within one or two working days of learning of the need for leave;
- b. Medical certification to support a request for leave because of a serious health condition affecting the employee or an immediate family member;
- c. Second or third medical opinions and periodic recertification, at the City's expense;
- d. Periodic reports during FMLA leave on the employee's status and intent to return to work; and,
- e. A "fitness for duty" certification to return to work.

17.6 BENEFITS WHILE ON FMLA LEAVE

- a. HEALTH INSURANCE: The City is required to maintain group health insurance coverage for the employee on FMLA leave on the same terms as if the employee had continued to work. If employees are required to contribute a portion towards the health premium, he/she will be required to pay their share while on FMLA, if in a leave without pay status.

- b. ACCRUALS: If the employee is in a leave without pay status, he/she will not accrue sick leave, vacation leave, compensatory time, or holidays.

ARTICLE 18

TEMPORARY ASSIGNMENTS:

Employees temporarily assigned to a higher rated position, (i.e., Water Plant Operations Foreman performs Electrician work), shall receive the higher rate of pay for all actual hours worked at the higher rated position. If an Electrician is reassigned to the Building Official's division to perform inspections when the Code Inspector is on an extended vacation, he/she shall receive the higher rate of pay for all actual hours worked at the higher rated position.

ARTICLE 19

REST BREAK:

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

ARTICLE 20

SEVERANCE PAY:

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

ARTICLE 21

JURY DUTY:

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

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

ARTICLE 22

LEAVE OF ABSENCE:

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

ARTICLE 23

HOT MEAL:

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

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

ARTICLE 24

LONGEVITY:

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

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

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

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

ARTICLE 25

AFFIRMATIVE ACTION POLICY:

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

ARTICLE 26

SUPPLEMENTAL AGREEMENT:

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

ARTICLE 27

SAVINGS CLAUSE:

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

SCHEDULE A

CITY OF GREAT FALLS

AND

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

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

<u>TITLE</u>	<u>EFFECTIVE</u>	
	<u>JANUARY 1, 2008</u> (3% increase)	<u>JANUARY 1, 2009</u> (3% increase)
Master Electrician	\$22.74	\$23.48
Electrician	\$21.32	\$22.02
Traffic Signal Technician	\$21.32	\$22.02
Code Inspector	\$22.74	\$23.48
*Water Plant Operations Foreman	\$19.69	\$20.34

*If during the term of this agreement the Water Plant Operator II's covered by the Crafts Council labor agreement receive a market adjustment, in addition to the cost of living increase negotiated between the City of Great Falls and the Crafts Council effective 7/1/08, the City agrees to adjust the Water Plant Operations Foreman's rate of pay by the same market adjustment amount.

SCHEDULE B

CITY OF GREAT FALLS

AND

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

SPECIAL CONDITIONS

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

1. Special Work Schedules: It is understood and agreed that certain job classifications at the water plant require special work schedules. In those cases, the Supervisor shall designate the work week, and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday and Sunday. It is further understood and agreed that in those divisions wherein twenty-four (24) hour work schedules or less are maintained the Supervisor shall establish a shift rotation schedule so that each employee may be rotated on an equal basis with the other employees of the division and craft between the various shifts. This also applies to the rotation of days off where seven (7) day coverage is required.
2. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System, as provided by State law.
3. Special Conditions -- Inspectors:
 - (A) The Union shall have jurisdiction over those employees of the City classified as Electrical Inspectors only.
 - (B) Applicants for the position of Electrical Inspector shall possess at least one of the following qualifications:
 - (1) Master's License in the electrical field;
 - (2) Certification as a degreed, registered engineer with a minimum of one year's work experience in the appropriate discipline at the time of employment;
 - (3) A bachelor's degree in engineering with a minimum of three years' work experience in the appropriate discipline at the time of employment;
 - (4) A minimum of five years' work experience in the appropriate discipline at the time of employment.
 - (C) In the event a vacancy occurs, the City will attempt to hire an individual with

the qualifications set forth in Item 3(B)(1) above. Upon approval to recruit for the position, the City will notify the Union and request a list of qualified personnel. Said list of qualified personnel must complete a City application packet and will be considered along with applicants obtained through the City's normal recruitment practices.

- (D) Any inspector assigned to the Building Inspection Division, who is qualified, whether covered by this Agreement or not, may be required to perform the normal duties of any other inspector assigned to said division when:
- (1) Said inspector is absent due to illness, vacation or other authorized absence;
 - (2) An emergency situation exists (i.e., flood, fire, earthquake or other act of God);
 - (3) Necessary for efficiency of operation.

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

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

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

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

An individual employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon

seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

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

- (2) The sum of one dollar and twenty-five cents (\$1.25) per hour per man for all hours paid on Master Electrician, Electrician, Traffic Signal Technician, Code Inspector, and Water Plant Operations Foreman employed under the terms of this Agreement will be forwarded monthly to a depository designated by the Trustees of the Eighth District Electrical Pension Fund. The City shall forward monthly a payroll report on a form prescribed by the Trust Fund Committee. Such payment and payroll report shall be mailed to reach the office of the collecting agency not later than fifteen (15) calendar days following the end of each calendar month. If the City fails to remit, the City shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the City fails to show satisfactory proof that the required payments have been paid to the designated depository.
- (3) 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 for the duration of this Agreement will be shared to maintain the City's 90 (ninety) percent contribution of the total premium and the employee's contribution of 10%.

Type of Coverage	<u>7/1/07</u>		<u>7/1/08 (10% increase)</u>	
	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.

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

AGREED to and dated this ____ day of _____ 2008.

FOR THE CITY OF GREAT FALLS

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

John W. Lawton, City Manager

Keith Allen, Business Manager

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

AGENDA REPORT

DATE February 19, 2008

ITEM Designate Interim City Manager

INITIATED BY City Staff

ACTION REQUESTED Approve Motion Designating Interim City Manager

PRESENTED BY Lisa Kunz, City Clerk

* * * *

RECOMMENDATION: Staff recommends the City Commission consider the following motion.

MOTION: I move the City Commission appoint Cheryl Patton to serve as Interim City Manager from March 1, 2008 to March 24, 2008.

SYNOPSIS: The appointment of an Interim Manager is necessary to provide for the continuation of operations between the last day of employment of John Lawton and the first day of employment of Gregory Doyon as City Manager

BACKGROUND: John W. Lawton has served as City Manager for the City of Great Falls since April 15, 1990. John has submitted his resignation effective February 29, 2008. The City Commission has completed a nationwide search for a new City Manager and an employment agreement has been approved between the City and Gregory T. Doyon to serve as the City Manager of Great Falls, MT effective March 24, 2008.

It is necessary to officially designate an interim manager to be responsible for operations of the City of Great Falls for 23 days between managers. Assistant City Manager, Cheryl Patton, is willing and capable to assume the responsibility for this period of time.