



# City Commission Agenda

for

## November 21, 2006

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**Please Note:** The City Commission agenda format allows citizens to speak on each issue prior to Commission discussion. We encourage your participation.

**\*\*REVISED\*\***

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATION**

Owen Robinson—Presentation of Gift  
Emergency Medical Services Report by Abaris

**NEIGHBORHOOD COUNCILS**

1. Miscellaneous reports and announcements.

**PUBLIC HEARINGS**

2. Res. 9557, Establishing Water, Sewer, and Storm Drain Rates and Fees. Action: Conduct public hearing and adopt or deny Res. 9557. **(Presented by: Jim Rearden)**
3. Res. 9620, Cost Recovery, 509 15 St. No. Assesses total charges of \$7,987.30 against property for demolition costs. Action: Conduct public hearing and adopt or deny Res. 9620. **(Presented by: Mike Rattray)**
4. Res. 9622, Cost Recovery, 609 36<sup>th</sup> Avenue NE. Assesses total charges of \$429 against property for nuisance abatement. Action: Conduct public hearing and adopt or deny Res. 9622. **(Presented by: Mike Rattray)**

**OLD BUSINESS**

**NEW BUSINESS**

**ORDINANCES/RESOLUTIONS**

5. ~~Res. 9623, A Resolution Supporting the Federal Recognition of the Little Shell of Chippewa Indians of Montana. Action: Adopt or deny Res. 9623.~~ **(Presented by: Peggy Bourne)**

**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, November 8, 2006, Commission meeting.

7. Total Expenditures of \$539,903 for the period of October 30 through November 3, 2006, to include claims over \$5000, in the amount of \$374,433.
8. Contracts list.
9. Approve City Manager Employment Agreement.
10. Set public hearing for December 5, 2006, to accept citizen comments on CDBG/HOME Community Needs.
11. Award Construction Contract to NewMach Companies, St. Paul, Minnesota, for the Contract 02—General Construction for the Wastewater Treatment Plant Cogeneration Project in the amount of \$1,143,000.
12. Approve Amended Plat of Lot 15, Riverview Tracts Addition to subdivide the property to separate the two existing commercial buildings.

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

#### **BOARDS & COMMISSIONS**

13. Reappointment, Native American Local Government Commission. Reappoint Henry Devereaux for a four-year term through August 1, 2010.
14. Miscellaneous reports and announcements.

#### **CITY MANAGER**

15. Miscellaneous reports and announcements.

#### **CITY COMMISSION**

16. Miscellaneous reports and announcements.

#### **PETITIONS AND COMMUNICATIONS**

17. Miscellaneous reports and announcements.

#### **ADJOURN**

**CITY OF GREAT FALLS, MONTANA  
AGENDA REPORT**

**AGENDA # 2  
DATE: November 21, 2006**

**ITEM** Public Hearing and Action on Resolution 9557 Establishing Water, Sewer, and Storm Drain Rates and Fees

**INITIATED BY** Bond Covenant Requirements and Capital Improvement Needs

**ACTION REQUESTED** Conduct the Public Hearing on Resolution 9557

**PREPARED BY** Martha Capps, Operations Supervisor

**PRESENTED BY** Jim Rearden, Public Works Director

**REVIEWED & APPROVED BY** Coleen Balzarini, Fiscal Services Director

**RECOMMENDATIONS:**

Staffs recommends the City Commission hold a public hearing, and adopt Resolution 9557 Establishing Water, Sewer, and Storm Drain Rates and Fees, effective January 1, 2007.

**MOTIONS:**

"I move the City Commission adopt Resolution 9557, Establishing Water, Sewer, and Storm Drain Rates and Fees, effective January 1, 2007."

**SYNOPSIS:**

City of Great Falls staff has determined the need for increases in the rates and fees charged for water, and sewer services. These increases are necessary to meet existing bond covenants, provide funding for necessary capital improvements, and to maintain the level of service currently provided to the citizens of our city.

**BACKGROUND:**

On September 19, 2006 staff made a presentation to the Commission demonstrating the need for rate and fee increases, as well as the effect on the public, should the increases be adopted. The proposed changes are expected to increase revenues as follows: 5.0% water, 5.0% sewer, and no increase in storm drain.

The public has been notified of the public hearing and the proposed rate changes through three legal ads in the Great Falls Tribune and inserts sent in the utility bills the end of October and the first part of November. The public hearing provides a vehicle through which the public can express their views and concerns to the commission. Should the commission decide to adopt these changes, the new rates will go into effect ten days after such approval.

**RESOLUTION 9557**  
**TO ESTABLISH WATER, SEWER, AND STORM DRAIN RATES AND FEES**

A RESOLUTION TO ESTABLISH WATER, SEWER, AND STORM DRAIN RATES AND FEES IN ACCORDANCE WITH 13.02.040 OCCGY, EFFECTIVE JANUARY 1, 2007

WHEREAS:

The City Commission of the City of Great Falls, met and conducted the hearing in regular session on Tuesday, November 21, 2006 at the Civic Center, Great Falls, Montana, at 7:00 p.m. and did consider the cost of operation, equipment, facilities, debt service, and capital improvements for the Water, Sewer, Storm Drain systems;

13.02.040 OCCGF states: "All rates or fees for use of the utility systems or for permits, licenses, connections or inspections shall be defined by resolution and approved by the City Commission. . ."

NOW, THEREFORE:

The City Commission of the City of Great Falls does hereby establish water, sewer, and storm drain rates and fees for City customers as follows:

Water and Sewer Rates as shown in Appendix A  
Water and Sewer Service Fees as shown in Appendix B  
Storm Drain Service Rates as shown in Appendix C

Passed by the Commission of the City of Great Falls, Montana, on this 21<sup>st</sup> day of November, 2006.

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

ATTEST:

\_\_\_\_\_  
Peggy Bourne, City Clerk

(SEAL OF CITY)

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

I, Peggy Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution No. 9557 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 21<sup>st</sup> day of November, 2006, and approved by the Mayor of said City on the 21st day of November, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 21<sup>st</sup> day of November, 2006.

\_\_\_\_\_  
Peggy Bourne, City Clerk

(SEAL OF CITY)

Approved for legal content

\_\_\_\_\_  
City Attorney



**CITY OF GREAT FALLS, MONTANA**  
**Resolution No 9557, Appendix B**  
**2007 Utility Rates Effective 1/1/2007**

		Water Service Line Size (inches)										
		(3/4")										
		0.75	1.00	1.25	1.50	2.00	3.00	4.00	6.00	8.00	10.00	12.00
<b>CONNECTION FEES</b>												
<b>WATER</b>												
	<b>2007</b>	\$ 289	\$ 321	\$ -	\$ 391	\$ 423	\$ 637	\$ 819	\$ 1,269	\$ 2,121	\$ -	\$ 4,252
Fee shall be ADDED TO: General Plumbing Permit for extension to new buildings; or, Inspection Permits for larger diameter pipe.												
<b>SEWER</b>												
Single Family Residential												
	<b>2007</b>	\$ 159										
Commercial & Multi Family Units												
	<b>2007</b>	\$ 159	\$ 297	\$ -	\$ 583	\$ 1,225	\$ 2,333	\$ 4,205	\$ 6,077	\$ 9,322	\$ 12,890	\$ 17,933
Fee is IN ADDITION TO the Inspection Fee, and is for connection of service line to sewer line, which does not include installation. There is no fee for STORM SEWER connection. Where one meter serves one multi-purpose development, either mobile home, multiple family housing units, local business, commercial, industrial, residential use zones or variance, the connection charge will be based upon the size of the water tap. If there is no water tap, the charge will be based upon the the sewage being discharged on the same ratio as for other sewer connections.												
<b>TAPPING FEES (Water)</b> <span style="float:right">Fee for any new or replacement tap being made on a water main.</span>												
1 to 5 taps Fee per Tap:												
	<b>2007</b>	\$ 311	\$ 327	\$ -	\$ 493	\$ 621						
6 or more taps Fee per Tap:												
	<b>2007</b>	\$ 278	\$ 305	\$ -	\$ 493	\$ 621						
INCLUDED in this fee is installation of a corporation stop on the main, and furnishing of corporation stop, curb stop and box. NOT INCLUDED, and to be BILLED EXTRA, is the cost of saddles, clamps and other extraneous fitting required for the tap.												
<b>INSPECTION FEES</b> <span style="float:right">Fees for inspection and approval of all water service work and all sewer connections under Title 13 OCCGF.</span>												
<b>WATER</b> Flat fee of :												
	<b>2007</b>	\$ 100	PLUS costs for test taps, testing equipment, overtime, and chemicals.									
<b>SEWER</b> Flat fee of :												
	<b>2007</b>	\$ 100										
<b>RIGHT OF WAY PERMIT (Water &amp; Sewer)</b>												
Flat fee of :												
	<b>2007</b>	\$ 35										
Fee for the Permit to be issued for any excavation in a dedicated right-of-way. (Formerly the Street Opening Permit.)												
<b>FIRE LINES</b>												
NEW Flat fee of :												
	<b>2007</b>	\$ 100										
REPAIR Flat fee of :												
	<b>2007</b>	\$ 100										
<b>LICENCES -- DRAINLAYER (Sewer)</b>												
Flat fee of :												
	<b>2007</b>	\$ 60										





**CITY OF GREAT FALLS, MONTANA**  
**Resolution No 9557, Appendix C**  
**2007 Utility Rates Effective 1/1/2007**

**Rates**  
**(per month)**

**A Single Family**

1	Base Rate	\$	<b>1.3198680000</b>
2	Rate per Square Foot	\$	<b>0.0003959604</b>
3	Sq Ft Cap		15,000

**B Multiple Resid.**

1	Base Rate	\$	<b>1.3198680000</b>
2	Rate per Square Foot	\$	<b>0.0004949505</b>
3	Sq Ft Cap		0

**C Commercial ++**

1	Base Rate	\$	<b>1.3198680000</b>
2	Rate per Square Foot	\$	<b>0.0006434357</b>
3	Sq Ft Cap		0

**D Heavy Commercial**

1	Base Rate	\$	<b>1.3198680000</b>
2	Rate per Square Foot	\$	<b>0.0008909109</b>
3	Sq Ft Cap		0

**E Unimproved Areas**

1	Base Rate	\$	<b>1.3198680000</b>
2	Rate per Square Foot	\$	<b>0.0000989901</b>
3	Sq Ft Cap		10,000

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

DATE: November 21, 2006

ITEM Res. 9620, Cost Recovery, N 37 ½' of L14, B176, GF 3 Add., 509 15 St. N.

INITIATED BY Community Development Department

ACTION REQUESTED Conduct Public Hearing and Adopt Res. 9620

PREPARED BY Jay Parrott, Building Inspector

REVIEWED & APPROVED BY Mike Rattray, Community Development Director

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**RECOMMENDATION:**

After closing the public hearing staff recommends the City Commission adopt Resolution 9620 and assess the total charges of \$ 7, 987.30 against the property with interest and penalties on the unpaid balance.

**MOTION:**

I move to adopt Resolution 9620.

**SYNOPSIS:**

The owners: Alfred and Naomi Kleinert, of the property on the North 37 ½' of Lot 14, Block 176, Great Falls 3<sup>rd</sup> Addition, Great Falls, Cascade County, Montana, were issued a "Notice of Hearing" before the City Commission of Great Falls to appear at 7:00 p.m., November 21, 2006. The hearing is to show cause why the owner of the property should not be liable for the costs incurred in razing and cleanup of the structure known as 509 15<sup>th</sup> Street North. The following expenses were incurred:

Asbestos sampling by <i>City of Great Falls</i> staff	\$ 203.30
Asbestos permit from State of Montana, Department of Environmental Quality	\$ 304.00
Removal of asbestos from site by <i>Montana Waste Systems</i>	\$ 1,114.00
Administrative Fee	\$ 260.00
Ownership and encumbrance report by <i>Stewart Title</i>	\$ 110.00
Recording Fee	\$ 24.00
Publishing – Legal Ad	\$ 35.00
Dump fees at <i>High Plains Landfill</i>	\$ 1,290.00
Demolition & cleanup by <i>Wayne Riley Excavating</i>	<u>\$ 4,647.00</u>
TOTAL COSTS INCURRED	<u>\$ 7,987.30</u>

**BACKGROUND:**

Staff has taken the following action:

<u>Action</u>	<u>Date</u>
Initial inspection of property	04-13-06
Condemned with Sixty-day notice mailed	04-19-06
State of Montana, Department of Public Health and Human Services, Adult Protective Services, give permission to enter property	05-03-06
Asbestos inspection completed by staff	05-19-06
Razing and asbestos abatement completed by staff	10-20-06

Notification that a public hearing would be held on November 21, 2006, at 7:00 p.m., for the purpose of assessing said costs on the above-mentioned property was given to the property owner and published in the TRIBUNE on November 11, 2006.

cc: Coleen Balzarini, Controller  
Judy Burg, Fiscal Control/Tax

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Commission will hold a public hearing on November 21, 2006, at 7:00 p.m., in the Commission Chamber of the Civic Center for assessing razing and cleanup costs on the following property in the amount set forth:

509 15<sup>th</sup> Street North . . . . . \$ 7,987.30

Any person interested or affected by the proposed charge may file written protests or objections, containing the description of the property and the grounds for such protest or objections, with the Clerk's office prior to the time set for the hearing.

BY ORDER OF THE CITY COMMISSION

Peggy J. Bourne, City Clerk

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OFFICE USE ONLY

Publication Date: November 11, 2006

cc: Account # 451-7121-572-3599  
Peggy J. Bourne, City Clerk  
Itemized Account  
Owner: Alfred & Naomi Kleinert  
c/o Senior & Long Term Care Division  
Cathy Satra  
201 1<sup>st</sup> South, Suite 3  
Great Falls, MT 59405  
Post on Property  
Property File

## ITEMIZED ACCOUNT FOR RECOVERY OF ABATEMENT COSTS

The following expenses were incurred during the razing and cleanup of property on the North 37 ½' of Lot 14, Block 176, Great Falls 3<sup>rd</sup> Addition, Great Falls, Montana, more commonly known as 509 15<sup>th</sup> Street North.

Asbestos sampling & testing by <i>City of Great Fall</i> staff	\$ 203.30
Asbestos permit from State of Montana, Department of Environmental Quality	\$ 304.00
Removal of asbestos from site by <i>Montana Waste Systems</i>	\$ 1,114.00
Administrative Fee	\$ 260.00
Ownership and encumbrance report by <i>Stewart Title</i>	\$ 110.00
Recording Fee	\$ 24.00
Publishing – Legal Ad	\$ 35.00
Dump fees at <i>High Plains Landfill</i>	\$ 1,290.00
Demolition & cleanup by <i>Wayne Riley Excavating</i>	<u>\$ 4,647.00</u>
TOTAL EXPENSES INCURRED	<u>\$ 7,987.30</u>

RESOLUTION 9620

A RESOLUTION ASSESSING THE COSTS INCURRED IN RAZING AND CLEANING OF THE PROPERTY LOCATED ON THE NORTH 37 ½' OF LOT 14, BLOCK 176, GREAT FALLS THIRD ADDITION, GREAT FALLS, CASCADE COUNTY, MONTANA, ADDRESSED AS 509 15 STREET NORTH, AGAINST SAID PROPERTY.

WHEREAS, the owners: Alfred and Naomi Kleinert, of the property located on the North 37 ½' of Lot 14, Block 176, Great Falls 3<sup>rd</sup> Addition, Great Falls, Montana, was issued a notice to raze the structure.

WHEREAS, after due notice the property owner did not raze the structure.

WHEREAS, staff hired a contractor to raze the structure and clean the property.

WHEREAS, the contractor completed razing & cleanup with staff approving the work.

WHEREAS, the City Commission set November 21, 2006, at 7:00 p.m. for this hearing, to show cause why the property owner should not be held liable for the costs incurred in razing and cleanup of said property.

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

The amount of \$ 7,987.30 for razing and cleanup costs incurred in the abatement of a nuisance on the North 37 ½' of Lot 14, Block 176, Great Falls 3<sup>rd</sup> Addition, Great Falls, Montana, described as 509 15<sup>th</sup> Street North, be assessed against the property itself, with interest and penalties on the unpaid balance.

PASSED by the Commission of the City of Great Falls, Montana, on this 21 November, 2006.

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Dona R. Stebbins, Mayor

ATTEST:

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Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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David V. Gliko, City Attorney

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

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify the foregoing Resolution 9620 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 21 day of November, 2006, and approved by the Mayor of said City, on the 21 day of November, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 21 day of November, 2006.

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Peggy J. Bourne, City Clerk

**A G E N D A   R E P O R T**

**DATE:** November 21, 2006

**ITEM** Res. 9622, Cost Recovery, L10, B6, NRT 6TH, 609 36<sup>th</sup> Ave NE

**INITIATED BY** Community Development Department

**ACTION REQUESTED** Conduct Public Hearing and Adopt Res. 9622

**PREPARED BY** Heather Rohlf, Code Enforcement

**REVIEWED & APPROVED BY** Mike Rattray, Community Development Director

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**RECOMMENDATION:**

After closing the public hearing staff recommends the City Commission adopt Resolution 9622 and assess the total charges of \$ 429.00 against the property itself with interest and penalties on the unpaid balance.

**MOTION:**

I move to adopt Resolution 9622.

**SYNOPSIS:**

The owner: Sangchan Sirpundon, of property at Lot 10, Block 6, Great Falls North Riverview Terrace 6th Addition, Great Falls, Cascade County, Montana, was issued a "Notice of Hearing" before the City Commission of Great Falls to appear at 7:00 p.m., November 21, 2006. The hearing is to show cause why the owner of the property should not be liable for the costs incurred in abating the property known as 609 36<sup>th</sup> Ave. N.E. The following expenses were incurred:

Administrative Fee	\$ 260.00
Ownership and encumbrance report by <i>Stewart Title</i>	\$ 110.00
Recording Fee	\$ 24.00
Publishing – Legal Ad	<u>\$ 35.00</u>
TOTAL COSTS INCURRED	<u>\$ 429.00</u>

**BACKGROUND:**

Staff has taken the following action:

Initial complaint taken by staff 2/1/2005



Initial inspection of property 2/1/2005

Letter personally served with the 14 & 30 day time period 2/1/2005

Citations issued for Junk Vehicle & Rubbish 4/1/2005

Photographs taken of Junk Vehicle & Rubbish 4/1/2005

2<sup>nd</sup> complaint taken from GFPD 5/18/2006

Ownership and encumbrance report ordered from Stewart Title 6/21/2006

Photographs taken of Junk Vehicle's & Rubbish 6/22/2006

Cleanup and removal of 2 vehicles by S&C Auto Inc 8/17/2006

Final Inspection & approved by staff 8/17/2006

Notification that a public hearing would be held on November 21, 2006, at 7:00 p.m., for the purpose of assessing said costs on the above-mentioned property was given to the property owner and published in the TRIBUNE on November 11, 2006.

cc: Coleen Balzarini, Controller  
Judy Burg, Fiscal Control/Tax

RESOLUTION 9622 -- DENIED

A RESOLUTION ASSESSING THE COSTS INCURRED IN THE NUISANCE ABATEMENT OF PROPERTY LOCATED AT LOT 10, BLOCK 6, GREAT FALLS NORTH RIVERVIEW TERRACE 6TH ADDITION, GREAT FALLS, CASCADE COUNTY, MONTANA, ADDRESSED AS 609 36<sup>TH</sup> AVE NE, AGAINST SAID PROPERTY.

WHEREAS, the owner of the property located at Lot 10, Block 6, Great Falls North Riverview Terrace 6<sup>th</sup> Addition, Great Falls, Montana, 609 36<sup>th</sup> Ave NE, was issued a notice to abate the property.

WHEREAS, after due notice the property owner did not abate the structure.

WHEREAS, staff hired a contractor to abate and clean the property.

WHEREAS, the contractor completed abating & cleanup with staff approving the work.

WHEREAS, the City Commission set November 21, 2006, at 7:00 p.m. for this hearing, to show cause why the property owner(s): Sangchan Sirpundon, should not be held liable for the costs incurred in cleanup of said property.

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

The amount of \$ 429.00 for abating and cleanup costs incurred in the abatement of a nuisance at Lot 10, Block 6, Great Falls North Riverview Terrace 6th Addition, Great Falls, Montana, described as 609 36<sup>th</sup> Ave NE, be assessed against the property itself, with interest and penalties on the unpaid balance.

PASSED by the Commission of the City of Great Falls, Montana, on this 21st day of November, 2006.

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

ATTEST:

\_\_\_\_\_  
Peggy J. Bourne, 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, PEGGY J. BOURNE, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9622 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 21st day of November, 2006, and approved by the Mayor of said City, on the 21<sup>st</sup> day of November, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 21st day of November, 2006.

\_\_\_\_\_  
Peggy J. Bourne, City Clerk

(SEAL OF CITY)

Regular City Commission Meeting

Mayor Stebbins presiding

**CALL TO ORDER:** 7:00 PM**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** City Commissioners present: Dona Stebbins, Bill Beecher, Diane Jovick-Kuntz, Sandy Hinz and John Rosenbaum. Also present were the City Manager, Assistant City Manager, City Attorney, Directors of Community Development, Planning, Public Works, Park and Recreation, Fiscal Services, Police Chief, Fire Chief, Acting Library Director, and the City Clerk.

**PROCLAMATIONS:** Appreciation and Commendation for Audrey Finlayson, Children's Book Week and National Adoption Month.

**NEIGHBORHOOD COUNCILS**

- Property Clean-up at 4000 US Highway 2E (T20N R4E Section 9).**
1. **George Littlefield**, NC 4, reported on the clean-up of property located 4000 US Highway 2E formerly occupied by the Home Place.

**PUBLIC HEARINGS**

- Res. 9618 and Ord. 2953, minor plat, annexation and zoning for East Ridge Add. Phase 4. Adopted.**
- 2A. **RESOLUTION 9618, MINOR PLAT AND ANNEXATION OF EAST RIDGE ADDITION PHASE 4.**
  - 2B. **ORDINANCE 2953, ESTABLISH CITY ZONING UPON THE MINOR PLAT OF EAST RIDGE ADDITION PHASE 4.**

Planning Director Ben Rangel reported that adoption of Resolution 9618 would annex two lots and a 210 foot extension of 12<sup>th</sup> Avenue South between 45<sup>th</sup> and 47<sup>th</sup> Streets South and adoption of Ordinance 2953 would assign a zoning classification of PUD planned unit development district to it. He added that the applicant intended to construct 6 duplex structures containing a total of 12 dwelling units to be sold separately as part of a condominium association.

At the conclusion of a combined public hearing held September 12, 2006, the Planning Board/Zoning Commission passed motions recommending the City Commission annex the property and approve the minor plat and the accompanying Findings of Fact subject to the applicant paying all fees, signing the annexation agreement, correcting any errors or omissions on the minor plat and Public Works approving the final engineering documents. The second recommendation was for the City Commission to assign the requested zoning to the property.

Mayor Stebbins declared the public hearing open. No one appeared to

speaking in support of or opposition to Resolution 9618 or Ordinance 2953. Mayor Stebbins declared the public hearing closed and asked for direction from the Commission.

**Commissioner Hinz moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9618 and approve the Minor Plat, Findings of Fact and Annexation Agreement all related to East Ridge Addition Phase 4.**

Motion carried 5-0.

**Commissioner Hinz moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Ordinance 2953.**

Motion carried 5-0.

**Res. 9619 and Ord. 2954, annexation and zoning for West Ridge Add., Phase IV. Adopted.**

**3A. RESOLUTION 9619, ANNEXATION OF WEST RIDGE ADDITION PHASE IV.**

**3B. ORDINANCE 2954, ESTABLISH CITY ZONING UPON WEST RIDGE ADDITION, PHASE IV.**

Planning Director Ben Rangel reported that upon adoption Resolution 9619 would annex 37 single-family residential lots located northwest of the Skyline Education Center. Ordinance 2954 would assign a zoning classification of R-3 single-family high density district to it.

He added that on June 13, 2006, the Zoning Commission unanimously recommended the City Commission assign the requested zoning and on September 19, 2006, the Planning Board passed a motion recommending the Commission approve the annexation request.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Resolution 9619 or Ordinance 2954. Mayor Stebbins declared the public hearing closed and asked for direction from the Commission.

**Commissioner Jovick-Kuntz moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9619 and approve the final plat and annexation agreement all related to West Ridge Addition, Phase IV.**

Motion carried 5-0.

**Commissioner Jovick-Kuntz moved, seconded by Commissioner Beecher, that the City Commission adopt Ordinance 2954.**

Motion carried 5-0.

**OLD BUSINESS**

**NEW BUSINESS**

**ORDINANCES/RESOLUTIONS**

**Ord. 2956  
Repealing OCCGF  
8.07 Pertaining to  
Smoking in Places  
of Employment and  
Public Places  
Except for  
Designated Smoking  
Area Distance  
Requirements.  
Adopted.**

**4. ORDINANCE 2956, REPEALING OCCGF 8.07 PERTAINING TO SMOKING IN PLACES OF EMPLOYMENT AND PUBLIC PLACES EXCEPT FOR DESIGNATED SMOKING AREA DISTANCE REQUIREMENTS.**

City Clerk Peggy Bourne reported that in 1999, the City Commission adopted an ordinance prohibiting smoking in public places and places of employment. In 2005, a state law went into effect superseding the City ordinance. Upon adoption, Ordinance 2956 would repeal most of the City ordinance and businesses and places of employment would then follow the guidelines set forth in state law. One section Staff proposed the City retain was requiring designated smoking areas be placed at least 20 feet from a public building.

**Commissioner Rosenbaum moved, seconded by Commissioner Jovick-Kuntz, that the City Commission adopt Ordinance 2956.**

Motion carried 5-0.

**Res. 9621, Remodel  
Tax Benefits, GF  
Townsite B454, L13  
and B477 L12.  
Adopted.**

**5. RESOLUTION 9621, REMODEL TAX BENEFITS APPLICATION, GF TOWNSITE BLOCK 454 LOT 13 AND BLOCK 477 LOT 12.**

The property owner, Dan Brown, DBA DMW, Inc., is renovating the building at 501 2<sup>nd</sup> Street South. The building permit was issued September 1, 2006, and the project was completed in October 2006, at an estimated cost of \$800,000. The applicant requested approval of the tax benefits and Resolution 9621 was prepared to comply with the requirement that all applications be approved by resolution. Approval of the application will allow for the taxes generated from the expansion to be added to the existing taxes over a five-year period in increments of 20 percent each year.

**Commissioner Beecher moved, seconded by Commission Jovick-Kuntz, that the City Commission adopt Resolution 9621.**

Commissioner Hinz asked Community Development Director Mike Rattray to explain the tax benefit program. He explained that MCA 15-24-1501 provides the local government the option of giving tax benefits

for the remodeling, reconstruction or expansion of existing buildings or structures. The law governing this incentive was amended in 1985 requiring that each local governing body (City and County) approve the tax benefit on a project by project basis. If one local government body approves the tax benefit and the other does not, the benefit will apply only to the mills levied by the approving governing body. In addition, tax benefits do not include any relief from state-wide levies and local government approval of the application must be by resolution.

The City Commission's policy regarding the approval of remodeling tax benefits was established in the late 1980's and requires that all property taxes on all property owned by the applicant be current and that the applicant be allowed to take advantage of only one City program available to provide local development assistance. In applying this policy to the application received from the current owner, staff found that all property taxes were current and that the applicant had not received City financial assistance from other programs.

Mayor Stebbins called for the vote. Motion carried 5-0.

**Consent Agenda.  
Approved as  
printed.**

**CONSENT AGENDA**

6. Minutes, October 17, 2006, Commission meeting.
7. Total Expenditures of \$1,757,264 for the period of October 6 through November 1, 2006, to include claims over \$5000, in the amount of \$1,437,824.
8. Contracts List.
9. Lien Release list.
10. Set public hearing for November 21, 2006, on Resolution 9620, a Cost Recovery at 509 15<sup>th</sup> Street North and legally described as GF 3<sup>rd</sup> Addition, Block 176, Lot 14.
11. Set public hearing for November 21, 2006, on Resolution 9622, Cost Recovery at 609 36<sup>th</sup> Avenue NE and legally described as NRT 6<sup>th</sup> Addition, Block 6, Lot 10.
12. Power Purchase Agreement Addendum #2 with Southern Montana Electric Generation and Transmission Cooperative. (OF 1472.1)
13. Change Order 2 and final payment to Forde Nursery in the amount of \$7,828.87 and the State Miscellaneous Tax Division in the amount of \$79.08 for the Bloomingdale Park Landscaping CTEP Project. (OF 1306.6)
14. Reject proposal for Golf Course Management.
15. Contract for the 2006 CDBG Natatorium Pool Liner to Thompson Pools in the amount of \$63,859. (OF 1393.1)
16. Contract for the 10<sup>th</sup> Avenue North Storm Drain to Falls Construction Company in the amount of \$137,892. (OF 1440)
17. Change Order 1 to Boland Construction, Inc., in the amount of \$95,765 for the 1<sup>st</sup> and 2<sup>nd</sup> Avenues North Water Main Replacement. (OF 1450)

18. Bid award for three new dual-control hydrostatic drive street sweepers to Western Plains Machinery of Great Falls in the amount of \$347,125 including trade-ins.
19. Award bid for six new 2007 police pursuit vehicles to City Motor Company of Great Falls in the amount of \$118,507.
20. Final payment to Geranios Enterprises, Inc. in the amount of \$3,699.13 and the State Miscellaneous Tax Division in the amount of \$37.37 for the 13<sup>th</sup> Street North Water Main Replacement. (OF 1446).
21. Professional Services Agreement with Stelling Engineers, Inc. for engineering services for the West Bank Storm Drain Outfall Improvements in the amount of \$25,149. (OF 1482)
22. Consultant Services Agreement in the amount of \$19,250 with Community Development Services of Montana to prepare an Urban Renewal Plan for the Great Falls West Bank Revitalization Program.
23. Deed of City-owned land described as Lot 4A, Block 1 of the Amended Plat of Lots 1 and 4, Block 1, NRT 7<sup>th</sup> Addition to Animal Foundation.

**Commissioner Beecher moved, seconded by Commissioners Hinz, that the City Commission approve the Consent Agenda as presented.**

Motion carried 5-0.

### **BOARDS & COMMISSIONS**

24. This item was pulled from the agenda.

### **CITY COMMISSION**

#### **Elections.**

- 27A. Commissioner Hinz congratulated all those who won elections yesterday.

#### **Pool Bonds.**

- 27B. Mayor Stebbins thanked the voters for approving the swimming pool bonds.

### **PETITIONS AND COMMUNICATIONS**

#### **West Bank Urban Renewal Area and zoning for Highwood Generating Station.**

28. **Stuart Lewin**, 615 3<sup>rd</sup> Avenue North, stated he supported the West Bank Urban Renewal project and encouraged the City Commission to involve the public as often as possible. He also asked if the Commission formally voted to support the zone change request the County Commission was considering for the Highwood Generating Station. Mayor Stebbins stated that the Commission had not voted on that issue.



**Adjourn**

**ADJOURNMENT**

There being no further business to come before the Commission, the regular meeting of November 8, adjourned at 7:32 p.m.

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Mayor Dona R. Stebbins

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Peggy Bourne, City Clerk



**SPECIAL REVENUE FUND CONTINUED**

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**STREET DISTRICT**

BRENNTAG PACIFIC	ICE SLICER-STREET DEICER	8,189.64
BRENNTAG PACIFIC	WSPE-1 EMULSION	1,504.00

**LIBRARY**

ENERGY WEST	OCTOBER CHARGES	1,963.01
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**FEDERAL BLOCK GRANTS**

LAPKE CONSTRUCTION	PMT#1 CDBG RAMPS OF 1453.1	14,874.01
ANDERSON GLASS	PARTIAL PMT 1015 6TH AVE S	6,000.00

**CAPITAL PROJECTS**

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**GENERAL CAPITAL**

A T KLEMENS & SONS	SID 1306 MEADOWLARK #4	7,639.83
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**ENTERPRISE FUNDS**

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**WATER**

ENERGY WEST	OCTOBER CHARGES	2,467.39
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**SEWER**

STANLEY CONSULTANTS	PMT#12 WWTP CO-GEN PROJECT OF1404	36,124.76
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**STORM DRAIN**

CASCADE COUNTY TREASURER	WESTSIDE FLOOD DISTRICT	13,414.91
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**SANITATION**

ENERGY WEST	OCTOBER CHARGES	180.73
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**SAFETY SERVICES**

ENERGY WEST	OCTOBER CHARGES	209.13
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**GOLF COURSES**

ENERGY WEST	OCTOBER CHARGES	294.15
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**SWIM POOLS**

ENERGY WEST	OCTOBER CHARGES	4,747.86
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**RECREATION**

ENERGY WEST	OCTOBER CHARGES	420.69
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**CIVIC CENTER**

IST INTERSTATE BK WIRE TRS	SBALLET CONTRACT #07-25	15,485.48
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IST INTERSTATE BK WIRE TRS THE BRICK CONTRACT #07-56 1,639.48

**INTERNAL SERVICES FUND**

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**ADMINISTRATIVE SERVICES**

NEXT GENERATION CONSULTING REBECCA RYAN'S PRESENTATION 5,500.00

**HEALTH INSURANCE**

BLUE CROSS/BLUE SHIELD OF MT ADMIN & REINS FEES NOV 2006 42,010.89  
BLUE CROSS/BLUE SHIELD OF MT GROUP & HMO CLAIMS 11/01-11/07/06 43,728.20

**CENTRAL INSURANCE**

MONTANA MUNICIPAL INS AUTH LIAB DED OCTOBER 2006 11,142.21

**FISCAL SERVICES**

POSTMASTER BULK POSTAGE 13,180.20

**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP 6000 GAL UNLEADED FUEL 12,208.20  
MOUNTAIN VIEW CO-OP 7000 GAL DIESEL FUEL 13,892.90

**PUBLIC WORKS**

ENERGY WEST OCTOBER CHARGES 2,498.99

**FACILITY SERVICES**

ENERGY WEST OCTOBER CHARGES 951.00

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**MUNICIPAL COURT**

CASCADE COUNTY TREASURE COURT SURCHARGES 12,687.00  
CITY OF GREAT FALLS FINES AND FORFEITURES 65,752.00

**CLAIMS OVER \$5000 TOTAL:** \$ 374,432.79

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

**AGENDA: 8  
DATE: November 21, 2006**

**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:** Peggy J. Bourne, City Clerk

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

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

**CONTRACT LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>FUND</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Public Works	Montana Department of Transportation (MDT)	03/17/2002 through 2008	Federal Funding through MDT with State and City (Street Department) matching funds	\$4,568,094 Total Cost <u>\$3,955,053</u> Fed.Share \$ 613,041 State and City share (Original cost was \$2,000,000)	Amend Construction Agreement for MACI Sidewalk Project, O.F. 1254.1 to increase project funding

**ITEM EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND CITY MANAGER, JOHN W. LAWTON**

INITIATED BY CITY COMMISSION

ACTION REQUESTED APPROVAL OF LABOR AGREEMENT

PRESENTED BY CITY COMMISSION

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**RECOMMENDATION:**

The recommendation is to approve the Employment Agreement between the City of Great Falls and the City Manager, John W. Lawton.

**MOTION:**

I move that the City Commission approve the Employment Agreement between the City of Great Falls and the City Manager, John W. Lawton.

**SYNOPSIS:**

Attached is the proposed Employment Agreement between the City of Great Falls and the City Manager, John W. Lawton.

**BACKGROUND:**

The proposed Employment Agreement becomes effective July 1, 2006, and is updated to reflect the Commission's decision. It should be noted that the Agreement is the same basic contract the City Manager has had since he was hired and originally offered.

Changes from the previous Employment Agreement were: Section 6 was corrected to accurately reflect the City Manager's annual salary that was effective 7/1/06; and Section 12C was changed to add coverage and premium payments for the period to remain the same as when he was employed.

**EMPLOYMENT AGREEMENT{PRIVATE }**

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of November, 2006, by and between the City of Great Falls, State of Montana, a municipal corporation, hereinafter called "Employer," as party of the first part, and John W. Lawton, hereinafter called "Employee," as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said John W. Lawton as City Manager of the City of Great Falls, as provided by City Charter; and

WHEREAS, it is the desire of the City Commission, hereinafter called "Commission," to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Commission to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties due to age or disability or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to continue employment as City Manager of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. Duties**

Employer hereby agrees to employ said John W. Lawton as City Manager of said Employer to perform the functions and duties specified in said City Charter, and to perform other legally permissible and proper duties and functions as the Commission shall from time to time assign.

**Section 2. Term**

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4, paragraph C, of this agreement.

C. Employee agrees to remain in the exclusive employ of Employer until July 1, 2007, neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on employee's time off.

### **Section 3. Suspension**

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if

- (1) a majority of the Commission agree, or
- (2) after a public hearing requested by Employee, a majority of the Commission votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten days prior to such hearing by the Commission members bringing such charges.

### **Section 4. Termination and Severance Pay**

A. In the event Employee is terminated by the Commission before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to six (6) months' aggregate salary; provided, however, that in the event Employee is terminated because of his conviction of a felony, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in that event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Commission that he resign, then, in the event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.

C. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer sixty (60) days notice in advance, unless the parties otherwise agree.

### **Section 5. Disability**

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, or for twenty working days over a thirty work day period, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 4, paragraph



A. However, Employee shall be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits.

### **Section 6. Salary**

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$91,786 payable in installments at the same time as other employees of the Employer are paid.

In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Commission may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

### **Section 7. Performance Evaluation**

A. The Commission shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Commission may from time to time determine, in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary statement of the findings of the Commission and provide an adequate opportunity for the Employee to discuss his evaluation with the Commission.

B. Annually, the Commission and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Commission's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Commission and Employee mutually agree to abide by the provisions of applicable law.

### **Section 8. Hours of Work**

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours.

### **Section 9. Outside Activities**

Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employer connected business without the prior approval of the Commission.

## **Section 10. Automobile Allowance**

A. Employee's duties require that he shall have the exclusive and unrestricted use at all time during his employment with Employer of an automobile provided to him by the Employer. Employer shall be responsible for paying for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile. In the alternative, employer agrees to pay Employee \$450 per month for an automobile allowance which Employee shall use to provide a vehicle for all travel on City business within a 50-mile radius of the City. Employee shall be responsible for maintenance, insurance, repair and replacement of said vehicle. Any use of said vehicle for City travel beyond the 50-mile radius shall be reimbursed at a rate equal to other employees.

B. Employer will provide Employee a mobile phone.

## **Section 11. Vacation and Sick Leave**

Employee shall accrue, and have credited to his personal account, vacation and sick leave at the same rate as other general employees of employer. Upon separation, Employer will pay Employee for 100% of all accrued vacation and one-fourth of accrued sick leave days.

## **Section 12. Disability, Health and Life Insurance**

A. Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical and dependent's coverage group insurance covering Employee and his dependents.

B. Employer agrees to purchase and to pay the required premiums on term life insurance policies equal in amount to one time the annual gross salary of Employee, plus \$150,000 with the beneficiary named by Employee to receive \$150,000 of any benefits paid, Employer one times the annual gross salary.

C. Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other employees of Employer or, in the event no such plan exists, to provide same for Employee. If the Employee leaves City employment after his 62<sup>nd</sup> birthday, but before his 65<sup>th</sup> birthday, the Employer shall continue his comprehensive medical insurance in full force and effect until his 65<sup>th</sup> birthday. Coverage and premium payments for this period shall remain the same as when he was employed.

D. Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician selected and arranged by the Employer, the cost of which shall be paid by the Employer.

### **Section 13. Retirement**

Employer agrees to execute all necessary agreements provided by the International City Management Association Retirement Corporation (ICMA-RC) for Employer's continued participation in said ICMA-RC retirement plan and in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to 22 percent of gross annual salary into the ICMA-RC on Employee's behalf, in equal proportionate amounts each pay period, and to transfer ownership to succeeding employers upon Employee's resignation or discharge. Should such plan be discontinued for any reason the amount previously paid into the ICMA-RC shall be added to Employee's base salary.

### **Section 14. Dues and Subscriptions**

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

### **Section 15. Professional Development**

A. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the Annual Conferences of the International City Management Association, the state league of municipalities and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

### **Section 16. General Expenses**

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statement or personal affidavits.

### **Section 17. Civic Club Membership**

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which Employer shall pay all expenses and fees related thereto.

### **Section 18. Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

## **Section 19. Other Terms and Conditions of Employment**

A. The Commission, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter or any other law.

B. All provisions of the City Charter and Code, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment.

## **Section 20. No Reduction of Benefits**

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

## **Section 21. Notices**

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Mayor, City of Great Falls  
P.O. Box 5021  
Great Falls, MT 59403
- 2) EMPLOYEE: John W. Lawton  
1406 3<sup>rd</sup> West Hill Drive  
Great Falls, MT 59404

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United State Postal Service.

**Section 22. General Provisions**

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective commencing July 1, 2006.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, The City of Great Falls, Montana, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

\_\_\_\_\_  
Mayor of Great Falls, State of Montana

ATTEST:

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

REVIEWED FOR LEGAL CONTENT:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Employee

A G E N D A   R E P O R T

DATE November 21, 2006

ITEM Set CDBG/HOME Community Needs Public Hearing

INITIATED BY Community Development Staff

ACTION REQUESTED Set Public Hearing

PREPARED & PRESENTED BY Chris Imhoff, CDBG/HOME Administrator

REVIEWED & APPROVED BY Mike Rattray, Community Development Director

- - - - -

**RECOMMENDATION:**

Staff recommends the City Commission set December 5<sup>th</sup>, 2006 as the public hearing date allowing for citizen comments regarding needs of the community that may be addressed with Community Development Block Grant and HOME grant funds.

**MOTION:**

I move to set the public hearing for December 5, 2006 to obtain citizen comments regarding community development needs of the community.

**SYNOPSIS:**

The Citizen Participation Plan, which is required by the U.S. Department of Housing and Urban Development, dictates that the City hold a public hearing to receive citizen input regarding the community development issues and needs of the community. This input helps establish federal grant funding opportunities.

**BACKGROUND:**

The U. S. Department of Housing and Urban Development requires public input, especially input from lower income citizens, as to the issues and needs of the community. The Commission will be asked to give consideration to citizen comments received during this public hearing when determining funding priorities for the Community Development Block Grant Program and the HOME Grant Program.

AGENDA REPORT

DATE November 21, 2006

ITEM: CONTRACT AWARD: CONTRACT 02 – GENERAL CONSTRUCTION FOR THE WASTEWATER TREATMENT PLANT COGENERATION PROJECT, (O.F. 1404)

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: CONSIDER BIDS AND AWARD CONTRACT

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

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**RECOMMENDATION:** Approve Construction Contract between the City of Great Falls and NewMech Companies, Inc. for the project titled, “Contract 02 – General Construction for the Wastewater Treatment Plant Cogeneration Project (O.F. 1404).”

**MOTION:** "I move the City Commission award the Construction Contract between the City of Great Falls and NewMech Companies, Inc. for the project titled, “Contract 02 – General Construction for the Wastewater Treatment Plant Cogeneration Project (O.F. 1404)” in the amount of \$1,143,000 and authorize the City Manager to execute the contract."

**CONTRACT AMOUNT:** \$1,143,000

**BUDGETED FUND:** Sewer Bond Funds

**SYNOPSIS:** Stanley Consultants, Inc. (Stanley) was hired to design a project to utilize digester gas produced during the solids treatment process to generate electricity and heat to meet over half of the Wastewater Treatment Plant’s energy requirements. Some of the major pieces of equipment that will be used to accomplish the burning of digester gas are: duel fuel (digester gas/natural gas) reciprocating engine generator, gas treatment equipment, electrical switching components, and other auxiliary equipment. This equipment has already been purchased under a previously awarded procurement contract. The equipment will be installed during this construction phase contract, which is mostly mechanical and electrical in nature. The construction phase will begin in December, 2006 with completion slated for early 2007.

**BACKGROUND:** Bids were opened on November 14, 2006, with NewMech Companies, Inc. and Sletten Construction Company submitting bids. NewMech Companies, Inc. submitted the low bid in the amount of \$1,143,000. Stanley evaluated the bids and estimated this construction bid to be slightly on the high side, but within reason. Stanley has recommended award of the contract. The original overall estimated budget for this project was \$2.2 million which included engineering, equipment procurement, and construction. Current costs on the project are as follows: engineering at \$351,500, equipment procurement at \$755,077, and construction at \$1,143,000 for a total cost of

\$2,249,577. City Engineering Staff will assist with administrative duties, project coordination, and for backup inspections. Stanley will continue to provide submittal review and on-site construction management services.

Attachment: Bid Tabulation





## A G E N D A   R E P O R T

DATE November 21, 2006ITEM Amended Plat of Lot 15, Riverview Tracts AdditionINITIATED BY Ronald D. Lords, OwnerACTION REQUESTED Approve Amended Plat and Findings of FactPREPARED BY Charles Sheets, Planner 1APPROVED & PRESENTED BY Benjamin Rangel, Planning Director**RECOMMENDATION:**

The Planning Board has recommended the City Commission approve the Amended Plat of Lot 15, Riverview Tracts Addition and Findings of Fact subject to fulfillment of stipulated conditions.

**MOTION:**

"I move the City Commission approve the Amended Plat of Lot 15, Riverview Tracts Addition and accompanying Improvement Agreement and Findings of Fact subject to the fulfillment of conditions stipulated by the Planning Board."

**SYNOPSIS:**

The owner of subject Lot 15 desires to subdivide the property to separate the two existing commercial buildings and sell one of them.

**BACKGROUND:**

Ronald D. Lords has submitted an application to subdivide Lot 15. Mountain View Chiropractic, PC at 525 18th Avenue Northeast occupies the southerly proposed lot and Big Sky Realty of MT, Inc. at 527 18th Avenue Northeast occupies the northerly proposed lot. Subject Lot 15 is presently zoned C-2 General commercial zoning district. Please refer to the attached vicinity map, reduced copy of the amended plat and existing site plan. Legal access to the property is from 18<sup>th</sup> Avenue Northeast, which is a 30 foot paved driveway. On the amended plat, the owner will provide ingress/egress easements to accommodate vehicle traffic too and from the commercial properties. Lot 14, which is directly north of Lot 15 is owned by Mark Kohoutek and is developed with a strip mall that contains 5 suites with businesses in each. The applicant approached Mr. Kohoutek about a continuation of an easement through his property for business traffic but Mr. Kohoutek was concerned it would limit his options to change his property in the future.

Separate water and sewer services were installed to the buildings in 2004 in anticipation of subdividing the parcel. The two water services tap the main on 6<sup>th</sup> Street Northeast and run westerly in 18<sup>th</sup> Avenue Northeast to the structures. The sewer services for the two structures run from the rear of each structure, south to the sewer main currently in a utility easement on the southern boundary of Lot 15.

After considering the Amended Plat during a meeting held October 24, the Planning Board unanimously passed a motion recommending the City Commission approve the Amended Plat of Lot 15, Riverview Tracts Addition and accompanying Findings of Fact subject to the fulfillment of the following conditions by the applicant:

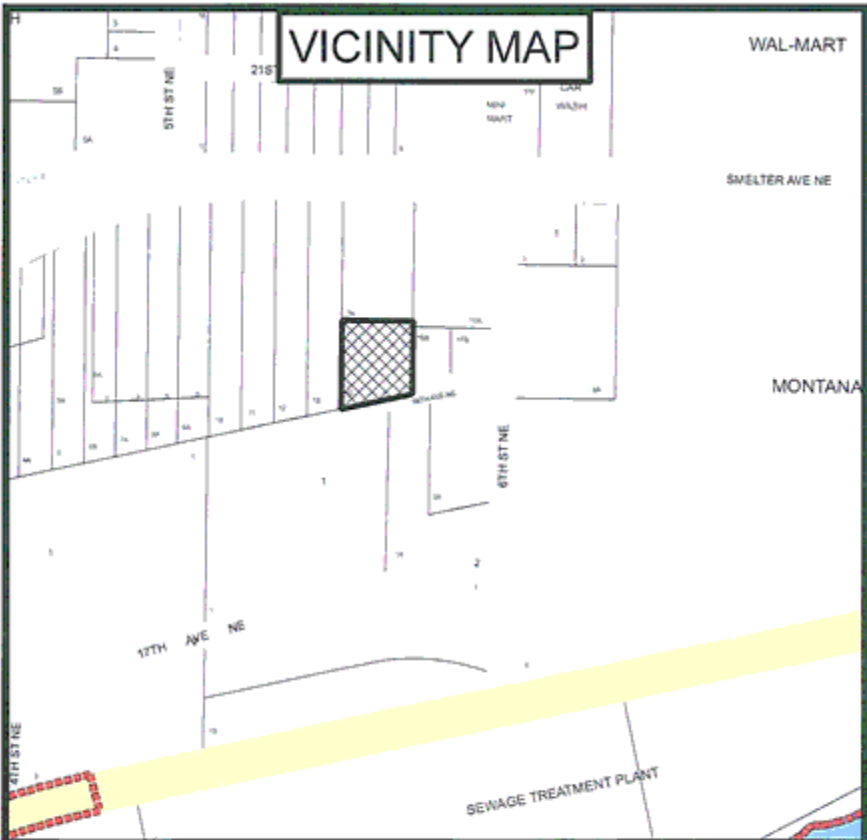
- 1) dedicate a 30 foot street right-of-way along the entire south boundary of Lot 15 for the future westerly extension of 18<sup>th</sup> Avenue Northeast;
- 2) enter into an agreement to waive right to protest and agree to pay proportionate share of the cost of the curb, gutter, sidewalk, street improvements and water main in the abutting portion of 18<sup>th</sup> Avenue Northeast;
- 3) installing a fire hydrant as directed by the City Engineer's Office at the corner of 6<sup>th</sup> Street Northeast and 18<sup>th</sup> Avenue Northeast;
- 4) correcting any errors or omissions on the Amended Plat which may be noted by staff; and,
- 5) preparing a certificate of title by a title company to be filed with the Amended Plat.






Above stated conditions 1) and 2) have been fulfilled and conditions 4) and 5) will be fulfilled prior to filing the Amended Plat and Improvement Agreement. Condition 3) will be fulfilled prior to the City officials executing the Amended Plat. In lieu of the fire hydrant installation, the applicant may post a bond of financial surety for the estimated cost of installation.

Attached: Vicinity Map  
Reduced Copy of the drawing portion of the Amended Plat  
Existing Site Plan  
Findings of Fact  
Memo from City Engineer, dated October 16, 2006  
Improvement Agreement

cc: Ronald D. Lords, 7742 U.S. Highway # 89, Belt MT 59412  
Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer

# VICINITY MAP

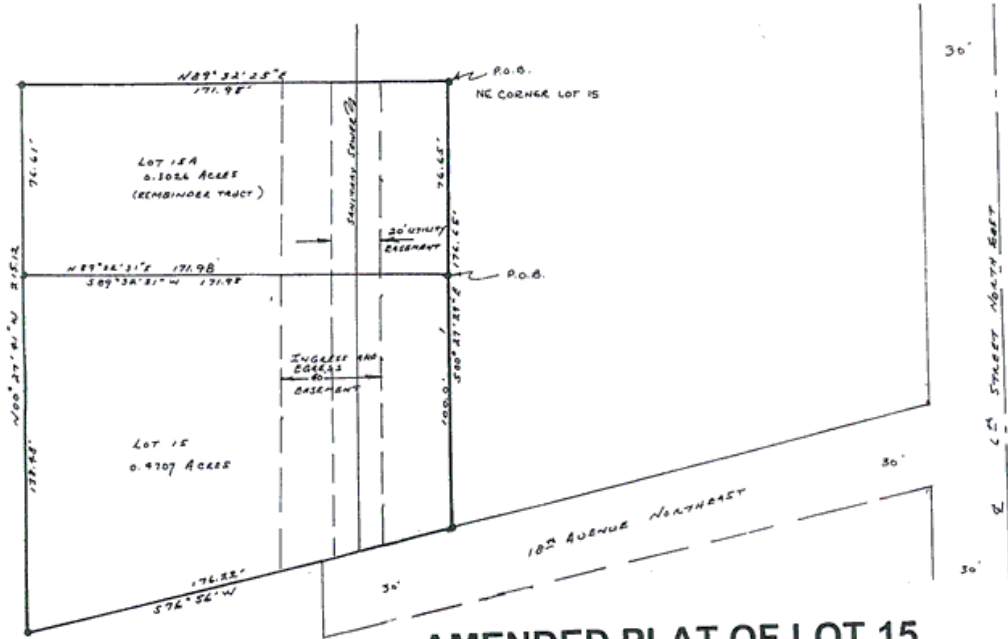


-  LOT 15, BLOCK 1, RIVERVIEW TRACTS, PROPOSED TO BE SUBDIVIDED
-  CITY LIMITS
-  STREETS
-  RAILROAD
-  PROPERTY BOUNDARY

150 75 0 150 300 450 600 750 Feet



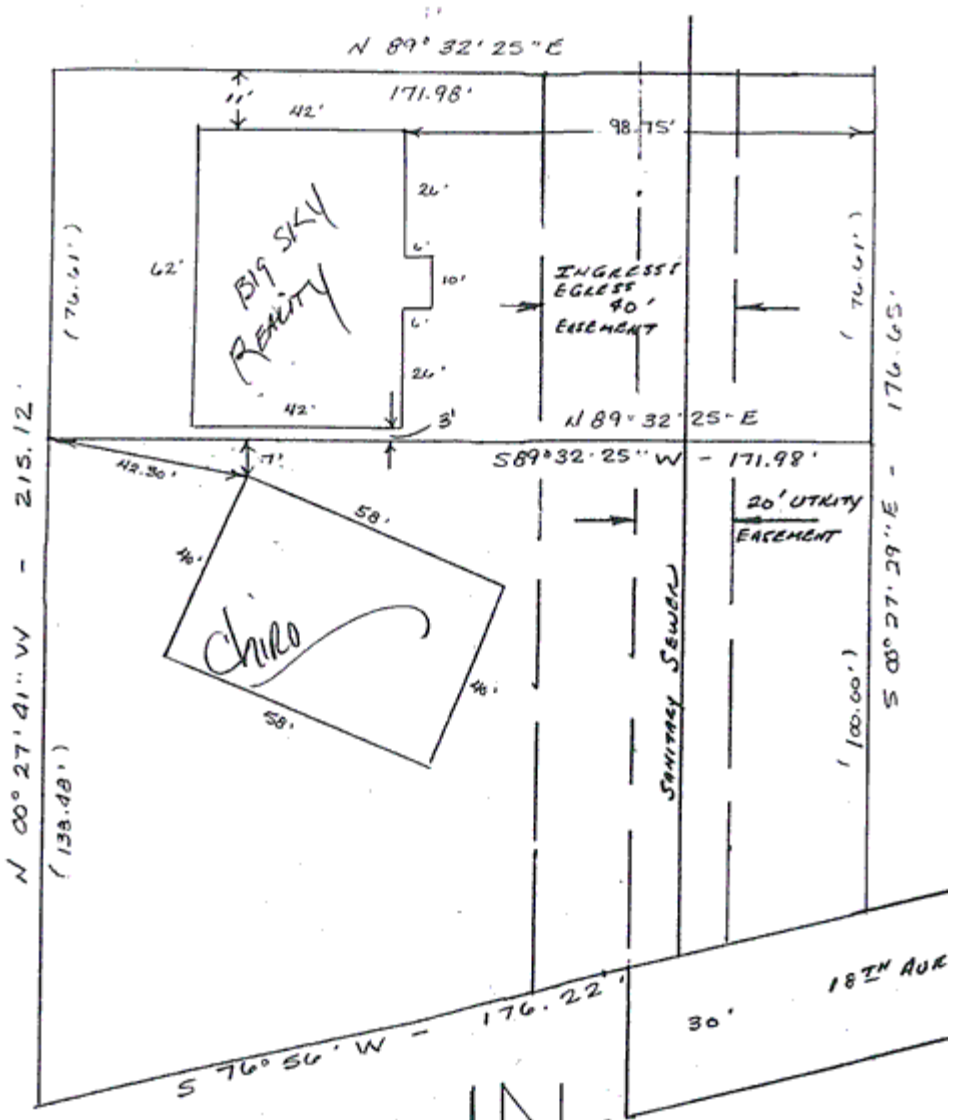
SCALE 1" = 30'  
5/17/06



### AMENDED PLAT OF LOT 15

OF THE AMENDED PLAT OF LOTS 14 & 15  
RIVERVIEW TRACTS, GREAT FALLS, CASCADE COUNTY,  
MONTANA

A TRACT OF LAND LOCATED IN  
LOTS 2 & 3, SECTION 1. T. 20 N., R. 3 E., P.M.M.,  
CASCADE COUNTY, MONTANA



1" = 30'  
 8/30/06

EXISTING SITE PLAN

**FINDINGS OF FACT**  
**FOR AMENDED PLAT OF LOT 15, BLOCK 1, RIVERVIEW TRACTS, A SUBDIVISION**  
**LOCATED IN SECTION 1, TOWNSHIP 20 NORTH, RANGE 3 EAST TO GREAT FALLS**  
**CASCADE COUNTY, MONTANA**  
(PREPARED IN RESPONSE TO 76-3-608(3)MCA)

I. PRIMARY REVIEW CRITERIA

Effect on Agricultural

The subdivision site is surrounded by urban development and has never been used for agricultural purposes. The subdivision will not interfere with any irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services

The subdivision is in the City Limits of the City of Great Falls and is served by the Great Falls Police and Fire Departments. Response distance for emergency fire vehicles is one and a half miles. City water and sanitary sewer services are installed to the existing structures by way of existing service lines. Access to subject properties is provided by the abutting 18<sup>th</sup> Avenue Northeast which is dedicated right-of-way that is paved and a 40' foot ingress/egress easement across subject Lot 15. 18<sup>th</sup> Avenue Northeast and the subject easement are paved and maintained by the owners of subject Lot 15.

Effect on the Natural Environment

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. The purpose of the subdivision is to separate subject Lot 15 into two commercial lots in order to sell one of the properties.

Effect on Wildlife and Wildlife Habitat

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

Effect on Public Health and Safety

Based on available information, the subdivision is not subject to abnormal potential natural hazards such as flooding, wildfire, snow or rock slides, nor potential man-made hazards such as high voltage power lines, high pressure gas lines, high traffic volumes, or mining activity. However, the subdivision is in the vicinity of a petroleum manufacturing facility operated by Montana Refining Company.

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

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

III. EASEMENT FOR UTILITIES

Utilities are and can be accommodated in the existing abutting public street right of way and easements within the Amended Plat.

IV. LEGAL AND PHYSICAL ACCESS

Legal and physical access to the subdivision is provided by 18<sup>th</sup> Avenue Northeast which is public right of way, maintained by the owner of subject Lot 15 and ingress and egress easements within the amended plat.

**City of Great Falls**  
**Public Works/Engineering**  
**INTER-OFFICE MEMORANDUM**

October 16, 2006

TO: Charlie Sheets, Planner I

FROM: Dave Dobbs, City Engineer *DD*

SUBJECT: Public Works Department Comments – Amended Plat of Lot 15,  
Riverview Tracts

The Public Works Department has reviewed the above proposal. We offer the following comments:

1. We agree with the requirements of a fire hydrant and providing a 30 foot dedicated street easement.
2. The property owner(s) should be responsible for their prorated share of street upgrades to 18<sup>th</sup> Avenue NE when the City deems it necessary. The owner(s) should also be responsible for their prorated share of extending a water main in 18<sup>th</sup> when deemed necessary.

If there are any questions, please feel free to contact me at 771-1258.

File: RrviewTrl.15





IMPROVEMENT AGREEMENT  
FOR  
AMENDED PLAT OF  
LOT 15, RIVERVIEW TRACTS

1. PREFACE

The following is a binding Improvement Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 2006, between RONALD D. LORDS, hereinafter referred to as "Owner," and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "City," regarding the requirements for the improvements agreement, of the Amended Plat of Lot 15, Riverview Tracts, in the NW1/4 of Section 1, Township 20 North, Range 3 East, Cascade County, Montana, hereinafter referred to as "Parcel."

2. SUPPORTING DOCUMENT

Amended Plat of Lot 15, Riverview Tracts, filed in the Cascade County Clerk and Recorder's Office on \_\_\_\_\_ day of \_\_\_\_\_, 2006, under P-2006-\_\_\_\_\_.

3. AMENDMENTS TO AGREEMENT

All amendments to this Improvement Agreement shall be in writing and approved by Owner and City.

4. FEES AND CHARGES

Owner shall, in addition to the minor plat fee of \$300.00, which have been paid previously, pay the following required fees and charges as provided by City policy, ordinances and resolutions:

a)	Improvements Agreement Fee	\$200.00
b)	Filing Fee for Agreement (\$7 per page)	<u>21.00</u>

Total \$221.00

5. WATER MAIN IMPROVEMENTS

Owner shall provide any required utility easements needed to accommodate the water main and appurtenances.

Owner hereby waives its right to protest any future special improvement district for extension of the City water system in the vicinity of Parcel, lawfully created in accordance with the laws of the State of Montana; and Owner shall pay its proportionate share of the costs of said water system whether installed with or without a special improvement district.

6. FUTURE STORM DRAINAGE IMPROVEMENTS

Owner hereby agrees to waive right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements which service Parcel that may be installed with or without an area wide special improvement district. The term "area wide" as used herein, means any area larger than that covered by Parcel which is a contributor to the drainage sub-basin of which Parcel is a part.

7. PUBLIC ROADWAY LIGHTING

Owner hereby agrees to waive right to protest any future special lighting district for public roadway lighting facilities in the area in which Parcel is located, lawfully created in accordance with the laws of the State of Montana.

8. 18<sup>TH</sup> AVENUE NORTHEAST IMPROVEMENTS

Owner hereby agrees to pay for fifty percent (50%) of the costs of a standard City roadway section (inclusive of curb, gutter and sidewalk) for that portion of 18<sup>th</sup> Avenue Northeast abutting parcel when deemed necessary by City. Owner hereby waives its right to protest any future special improvement district for extension of 18<sup>th</sup> Avenue Northeast to serve Parcel, lawfully created in accordance with the laws of the State of Montana; and Owner shall pay its proportionate share of the costs of said 18<sup>th</sup> Avenue Northeast whether installed with or without a special improvement district.

9. BINDING EFFECT

The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners of Lot 15A, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to this Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA  
A Municipal Corporation of the State of Montana



**CITY OF GREAT FALLS, MONTANA**  
**AGENDA REPORT**

**AGENDA #** 13  
**DATE** November 21, 2006

**ITEM** Reappointment, Native American Local Government Commission

**INITIATED BY** City Commission

**ACTION REQUESTED** Reappoint One Member

**PRESENTED BY** City Commission

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**RECOMMENDATION:** It is recommended that the City Commission reappoint Henry Devereaux to the Native American Local Government Commission.

**MOTION:** I move the City Commission reappoint Henry Devereaux to the Native American Local Government Commission for a four-year term through August 1, 2010.

**SYNOPSIS:** Henry Devereaux was appointed to the Commission on August 8, 2002. His term was up on August 1, 2006; therefore, it is necessary to reappoint him to the Commission.

**BACKGROUND:** The Native American Local Government Commission was created by City Resolution 9220 and Cascade County Resolution 02-29 on March 19, 2002. The Commission was created to serve as a local "point-of-contact" for all local City and County government departments; to represent the Native American community at the City and County government meetings, functions and events; to advise City and County governments on Native American needs, issues, forums and planning; to assist and advise in the coordinated review of the status of the local Native American community; and to serve as a clearinghouse of information on grants, employment opportunities and economic development activities for dissemination to Native American communities.

The Commission is composed of the highest ranking Native American officer in the Great Falls Public Education system, Indian Heritage Association Director, and the Indian Family Clinic Director) and four rotating members with staggered terms (1-4 years, 2 each appointed by the City and County commissions.)