



City Commission Agenda

for
June 20, 2006

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

CALL TO ORDER: 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION

Portage Route

PRESENTATION

Preliminary Budget Presentation – John Lawton

NEIGHBORHOOD COUNCILS

1. Miscellaneous reports and announcements.

PUBLIC HEARINGS

2. Res. 9582, Concrete Inspection Revised Fees. Revises fees for inspection of concrete work done in the public right-of-way. Action: Conduct public hearing and adopt or deny Res. 9582. **(Presented by: Jim Rearden)**

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

3. Amended Plat of Lot 3 of the Medical Tech Park Subdivision.
(Presented by: Ben Rangel)
 - A. Res. 9585, Intent to Annex. Action: Adopt Res. 9585 and set public hearing for July 18, 2006.
 - B. Ord. 2943, Establish City Zoning of M-1 Mixed-use district and grants a conditional use permit to allow telecommunication facilities on proposed Lot 3H of the subdivision. Action: Accept Ord. 2943 on first reading and set public hearing for July 18, 2006.

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.*

4. Minutes, June 6, 2006, Commission meeting.

5. Total Expenditures of \$1,494,686 for the period of May 24 through June 13, 2006, to include claims over \$5000, in the amount of \$1,209,209.
6. Contracts list.
7. Set public hearing for July 11, 2006, on Res. 9577, Intent to Increase Property Tax and Res. 9578, Annual Budget Resolution.
8. Approve Labor Agreement with the Public Employees' Craft Council.
9. Award bid for Interactive Firearm Training System to Advanced Interactive Systems in the amount of \$72,628.
10. Award construction contract for the 13th Street North Water Main Replacement to Geranios Enterprises, Inc., in the amount of \$108,791.
11. Approve final payment for the Southwest Side Water Main Replacement to Phillips Construction and the State Miscellaneous Tax Division in the amount of \$25,041.80.
12. Approve City/County Interlocal Agreement regarding rural addressing.

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

BOARDS & COMMISSIONS

13. Appointment, Library Board. Appoint one member to the Library Board for a five-year term, beginning July 1, 2006, and expiring June 30, 2011.
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

AGENDA REPORT

DATE June 20, 2006

ITEM: RESOLUTION 9582: CONCRETE INSPECTION REVISED FEES

INITIATED BY: PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

ACTION REQUESTED: CONDUCT PUBLIC HEARING AND ADOPT
RESOLUTION 9582

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

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RECOMMENDATION: Staff recommends that the City Commission conduct a public hearing and adopt Resolution 9582 for Concrete Inspection Revised Fees, effective July 1, 2006.

MOTION: “I move the City Commission adopt Resolution 9582.”

SYNOPSIS: The most recent revision of concrete inspection fees for work being done in the public rights-of-way was in 1993. The cost of performing these inspections has gradually increased over the years. This action will bring these fees more inline with the actual costs associated with performing the inspections.

BACKGROUND: One of the duties of the Engineering Division is to inspect the construction of curb and gutter, driveways, and sidewalks in the public rights-of-way to ensure that the construction meets required specifications and does not pose a safety hazard to the public. The majority of these inspections take place in new subdivisions as a part of the building of new homes. Other inspections are related to modifications being done to existing properties or for replacement of deteriorated facilities.

In a typical inspection, the inspector visits the site when the site preparation is done and just before the concrete arrives. Among other things, the gravel base is checked for thickness and compaction, and forms are checked for cross slope, depth and proper location. If necessary, a second or third inspection will be done if problems are discovered. A follow-up inspection also occurs at a later date to confirm that the concrete was properly installed.

In addition to the time spent on site during the inspections and traveling to and from the sites, a significant part of the overall cost of providing these inspections is the internal service charge that engineering is billed for the issuance of the permits. This expense also increased gradually over the years but will increase more significantly in the upcoming fiscal year.

Fees for these types of inspections vary widely across the state. In Billings, sidewalk inspections cost \$45 for up to 75 linear feet plus \$10 for each additional 25 feet. In Missoula, sidewalk inspections cost \$122 for up to 30 linear feet plus \$187 for the next 70 linear feet. This compares to Great Falls proposed inspection fees of \$30 for the first 100 linear feet plus \$5 for each additional 100 linear feet or part thereof. On the other end of the scale, Bozeman requires a permit, at no cost, and seldom performs inspections at all.

The revised fee schedule includes several new categories of inspections that are now being done due to recent innovations in technology. These include saw cutting of curb to install new driveways, and mudjacking to adjust concrete slabs that have settled. A reinspection fee is also included.

File: concfeesAR2

RESOLUTION 9582
A RESOLUTION REVISING THE FEE SCHEDULE FOR
CONCRETE INSPECTION FEES AND
SUPERCEDING RESOLUTION 8528

BE IT RESOLVED by the City Commission of the City of Great Falls, Cascade County, Montana:

That the Concrete Inspection Fee Schedule be revised as follows:

	<u>Current</u>	<u>Revised</u>
Curb Cut:	\$15.00	\$30.00
Driveway (including saw cutting)	\$15.00	\$30.00
Sidewalk (first 100 linear feet)(LF)	\$10.00	\$30.00
Sidewalk (each additional 100 LF or part thereof)	\$ 5.00 to \$10.00	\$ 5.00
Sidewalk Replacement (up to 75 square feet; otherwise use above schedule)	\$10.00	\$25.00
Curb & Gutter	\$35.00	\$35.00
Reinspection of the above (each reinspection)	\$0	\$20.00
Mudjacking (Curbing, driveway, or sidewalk)	\$10.00	\$15.00

PASSED by the City Commission of the City of Great Falls, Montana this 20th day of June, 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 9582 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 20th day of June, 2006, and approved by the Mayor of said City on the 20th day of June, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 20th day of June, 2006.

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

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

DATE June 20, 2006

ITEM Resolution No. 9585, Intent to Annex, and Ordinance No. 2943 to Establish City Zoning for Amended Plat of Lot 3 of the Medical Tech Park Subdivision

INITIATED BY City Administration

ACTION REQUESTED Commission Adopt Resolution No. 9585, which sets Public Hearing for July 18, 2006, and Accept Ordinance No. 2943 on First Reading and Set Hearing

PREPARED BY Bill Walters, Senior Planner

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

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RECOMMENDATION:

The City Planning Board has recommended the City Commission annex the Amended Plat of Lot 3 of the Medical Tech Park Subdivision in Section 18, Township 20 North, Range 4 East, Cascade County, Montana, and the City Zoning Commission has recommended the City Commission apply a zoning classification of M-1 Mixed-use district, to same and grant a conditional use permit to allow telecommunication facilities on proposed Lot 3H of the subdivision.

MOTIONS (Each motion to be separately considered):

“I move the City Commission adopt Resolution No. 9585.”

and

“I move the City Commission accept Ordinance No. 2943 on first reading and set a public hearing for July 18, 2006, to consider adoption of Ordinance No. 2943.”

SYNOPSIS:

Resolution No. 9585 sets a public hearing for July 18, 2006, to consider annexation of the Amended Plat of Lot 3 of the Medical Tech Park Subdivision located south of the MSU College of Technology. Ordinance No. 2943 assigns a zoning classification of M-1 Mixed-use district to subject property upon annexation to the City and grants a conditional use permit to allow telecommunication facilities on proposed Lot 3H of the subdivision.

BACKGROUND:

The City Commission during a meeting held June 6, 2006, conditionally approved the Amended Plat of Lot 3 of the Medical Tech Park Subdivision.

For additional information, please refer to the attached material:

- Vicinity Map with zoning attached to Res. No. 9585 as Exhibit “A”
- Reduced Copy of drawing portion of Amended Plat

The City acquired subject Lot 3 a couple of years ago when the Minor Plat of the Medical Tech Park Subdivision was created with the intention of attracting businesses that would complement abutting development activity in the vicinity.

Access to the lots in the subdivision will initially be provided through the improvement of 23rd Street South from 16th Avenue South and the improvement of that portion of 21st Avenue South within the subdivision. It is likely the subdivision will eventually be connected to 20th Street South to the west, 26th Street South to the east and 24th Avenue South to the south.

A City water main exists in 23rd Street South at the east boundary of the subdivision which will be stubbed to the south terminus of the Street and through the subdivision in 21st Avenue South to its west boundary. A City sanitary sewer main will be extended approximately 1950 feet from 20th Alley South near 20th Street through the subdivision to the intersection of 21st Avenue South and 23rd Street South. The portion of 23rd Street South between 16th and 21st Avenues South and the portion of 21st Avenue South within the subdivision will be improved to City standards with paving, curb and gutter. Sidewalk installation is the responsibility of the abutting property owner at such time the property is developed.

Approximately 2,825 feet of storm sewer main is proposed to be installed from the intersection of 18th Avenue South and 19th Street South to the middle of the subdivision.

Subject property is presently zoned in the County as R-2 Low Density Residential District and it was originally proposed the property be zoned C-2 General commercial 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 borders the rear of the MSU College of Technology located to the north and the rear of property owned by the Centene Corporation which is partially occupied by a medical billing facility located to the east. Remaining property to the east, the south and the west are currently vacant and outside the City Limits. The nearest existing residential sites are located at least two blocks from the proposed subdivision.

Goals of the economic element of the Great Falls Growth Policy include:

- Enhance, strengthen, and expand the existing economic base
- Attract new business and support expansion of existing businesses that tend to raise the median income level.
- Encourage businesses and industries that will utilize existing infrastructure.

Goals of the land use element include:

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

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

Attached is a Memorandum dated May 4, 2006, from the City Community Development Director, which was generated after it was determined a M-1 Mixed-use district could accommodate anticipated land uses in the

subdivision instead of utilizing a C-2 General commercial district. The mixed-use district is intended to allow a balanced and harmonious mixture of commercial, residential, institutional uses, and public spaces. Inappropriate uses that could result in the subdivision if it was zoned C-2 district include convenience and construction materials sales, equipment rental, general repair, vehicle sales and services, and gambling either in the form of a casino, type I or accessory gaming.

It is anticipated the planned use of the property primarily for office development will be compatible with neighboring uses. The City will control at least the initial ownership and use of lots in the subdivision through selective sales. Therefore, staff concludes, the above-cited criteria are substantially met with assigning a zoning classification of M-1 Mixed-use district to the above described subdivision upon annexation to the City.

In the attached Memorandum dated May 4, 2006, from the Community Development Director, it is noted the first potential occupant of the subdivision has expressed the need for a telecommunication facilities on proposed Lot 3H. Telecommunication facilities are allowed as conditional uses in the M-1 Mixed-use district. Therefore, it is necessary to consider a conditional use permit in conjunction with proposed Lot 3H.

The City Zoning Code lists the seven following criteria to be applied to a request for conditional use for evaluation purposes.

1. The conditional use is consistent with City's growth policy and applicable neighborhood plans, if any.
2. That the establishment, maintenance or operation of the conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.
3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the neighborhood.
4. The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.
6. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which is located, except as such regulations may in each instance, be modified by the City Commission.

The telecommunication facilities proposed for Lot 3H will be subject to extensive standards in the Land Development Code which cover structural requirements, tower and building design, setbacks, height, and visual compatibility and analysis. Additionally, telecommunication facilities are subject to review by the Design Review Board.

Improved access and extension of utilities necessary to serve the site are being designed. The telecommunication facilities on Lot 3H should not impede development and improvement of surrounding properties, some of which are publicly owned.

Staff concludes no significant negative aspects, associated with the seven above mentioned criteria, should result from the approval of the conditional use, provided the conditions accompanying the recommendation are fulfilled and enforced.

The Planning Board/Zoning Commission on May 9, 2006, conducted a joint public hearing on subdividing, annexing and establishing City zoning on subject Lot 3. During the hearing, Mr. Sonny Heninger, 1917 20th Avenue South, asked for and was provided clarification on the location and type of project proposed. Ms. Daphne Hankins, 1902 25th Avenue South, expressed concerns about the original intent to assign a C-2 General commercial zoning classification to the subdivision upon annexation to the City. (The proposed zoning classification has been changed to M-1 Mixed-use district which is more restrictive than the C-2

classification.) At the conclusion of the public hearing, the Zoning Commission unanimously passed a motion recommending the City Commission approve establishing a City zoning classification of M-1 Mixed-use district on the subdivision upon its annexation to the City, and grant a conditional use permit to allow telecommunication facilities on proposed Lot 3H of the subdivision. The Planning Board during a meeting held June 13, 2006 passed a motion recommending the City Commission approve the final Amended Plat of Lot 3 of the Medical Tech Park Subdivision and annexation of the property contained therein subject to the following conditions:

- 1) The final Amended Plat of Lot 3, Medical Tech Park Subdivision, shall incorporate correction of any errors or omissions noted by staff.
- 2) The final engineering drawings and specifications for the required public improvements to serve the Amended Plat of Lot 3, Medical Tech Park Subdivision, shall be completed by the Public Works Department.
- 3) The appropriate off-site easements to accommodate utilities and the vehicle turnarounds at the termini of 21st Avenue South and 23rd Street South shall be secured.

Condition 1) will be fulfilled prior to filing of the Amended Plat and Conditions 2) & 3) are the responsibility of the City Public Works Department and should be completed prior to the July 18th hearing.

Attach: Res. No. 9585

Ord. No. 2943

Reduced copy of drawing portion of Amended Plat

Memorandum dated May 4, 2006, from Community Development Director

RESOLUTION NO. 9585

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE THE AMENDED PLAT OF LOT 3 OF THE MEDICAL TECH PARK SUBDIVISION IN SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, DIRECTING NOTICE TO BE GIVEN BY THE CITY CLERK AS PROVIDED BY LAW.

* * * * *

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

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

Amended Plat of Lot 3 of the Medical Tech Park Subdivision located in the SE1/4 of Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and containing 10.000 acres,

all as shown on the map attached hereto marked Exhibit "A" and by this reference made a part hereof, and according to the final Amended Plat of Lot 3 of the Medical Tech Park Subdivision; and,

WHEREAS, Section 7-2-4402, Montana Code Annotated, provides that whenever any land contiguous to a municipality is owned by the State of Montana or a political subdivision of the State, such land may be incorporated and included in the municipality to which it is contiguous.

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

That in its judgment it will be to the best interest of said City of Great Falls and the inhabitants thereof, that the boundaries of said City of Great Falls shall be extended so as to include: "THE AMENDED PLAT OF LOT 3 OF THE MEDICAL TECH PARK SUBDIVISION IN SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION: That Tuesday, the 18th day of July, 2006, at 7:00 P.M., in the Commission Chambers at the Great Falls Civic Center, Great Falls, Montana, be and the same is hereby set as the time and place

for a public hearing at which time the Great Falls City Commission shall hear all persons and all things relative to the proposed annexation of "THE AMENDED PLAT OF LOT 3 OF THE MEDICAL TECH PARK SUBDIVISION IN SECTION 3, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that the City Clerk of said City shall, at the aforesaid public hearing before the said City Commission and after expiration of a twenty (20) day period following the first publication of notice of passage of this Resolution, lay before the City Commission all communications in writing by her so received pertaining to said annexation.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 20th day of June, 2006.

Dona R. Stebbins, Mayor

ATTEST:

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

Approved for legal content:

David V. Gliko, City Attorney

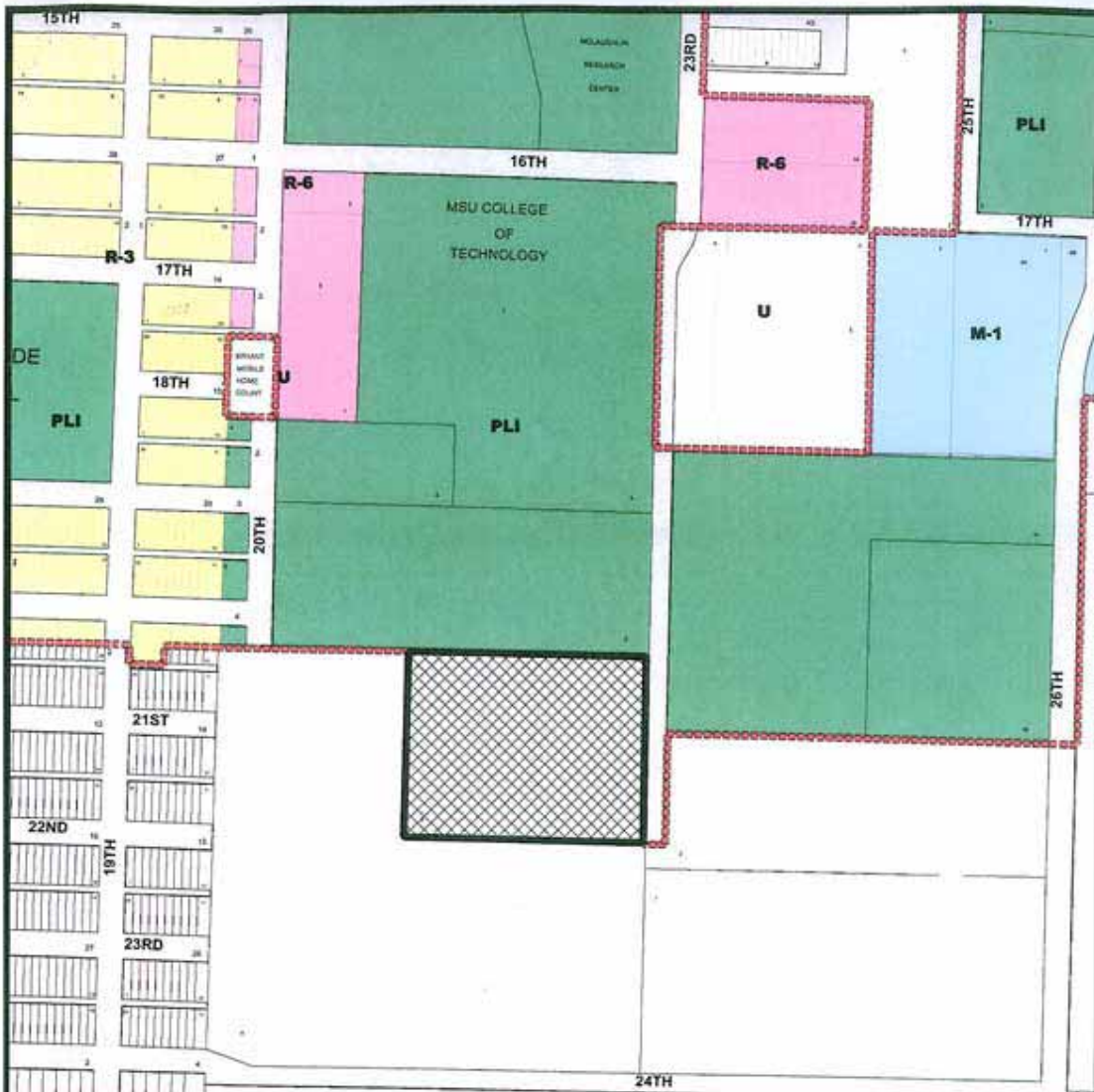
State of Montana)
County of Cascade :ss
City of Great Falls)

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution No. 9585 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 20th day of June, 2006, wherein it was approved by said Commission.








IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 20th day of June, 2006.

Peggy J. Bourne, City Clerk

(SEAL OF CITY)



Legend

-  City Limits Boundary
-  R-3 Single-family high density
-  R-6 Multi-family high density
-  M-1 Mixed-use district
-  PLI Public Lands and Institutional
-  U Unincorporated
-  Platted tracts of land outside city limits


 Lot 3, Medical Tech Park Addition, proposed to be subdivided, annexed and zoned "M-1" Mixed-use district.

EXHIBIT "A"



ORDINANCE NO. 2943

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF M-1 MIXED-USE DISTRICT TO THE AMENDED PLAT OF LOT 3 OF THE MEDICAL TECH PARK SUBDIVISION, IN THE SE1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, the City of Great Falls has submitted a petition to annex to the City the Amended Plat of Lot 3 of the Medical Tech Park Subdivision, located in the SE1/4 of Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana; and,

WHEREAS, the Great Falls Zoning Commission, at the conclusion of a public hearing held May 9, 2006, adopted a recommendation that the Amended Plat of Lot 3 of the Medical Tech Park Subdivision, be assigned a City zoning classification of M-1 Mixed-use district, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of M-1 Mixed-use district, to the Amended Plat of Lot 3 of the Medical Tech Park Subdivision, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 18th day of July, 2006, before final passage of said Ordinance herein; and,

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

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

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

Section 2. That the zoning of the Amended Plat of Lot 3 of the Medical Tech Park Subdivision, be designated as M-1 Mixed-use district classification with a conditional use allowing telecommunication facilities on Lot 3H within said Amended Plat.

Section 3. This ordinance shall be in full force and effect either thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing the Amended Plat of Lot 3 of the Medical Tech Park Subdivision, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 18th day of July, 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 Ordinance No. 2943 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 July, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 18th day of July, 2006.

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

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

Peggy J. Bourne, being first duly sworn, deposes and says: That on the 18th day of July, 2006, 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 No. 2943 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

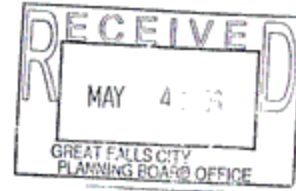
Peggy J. Bourne, City Clerk

(SEAL OF CITY)

**Community
Development
Department**

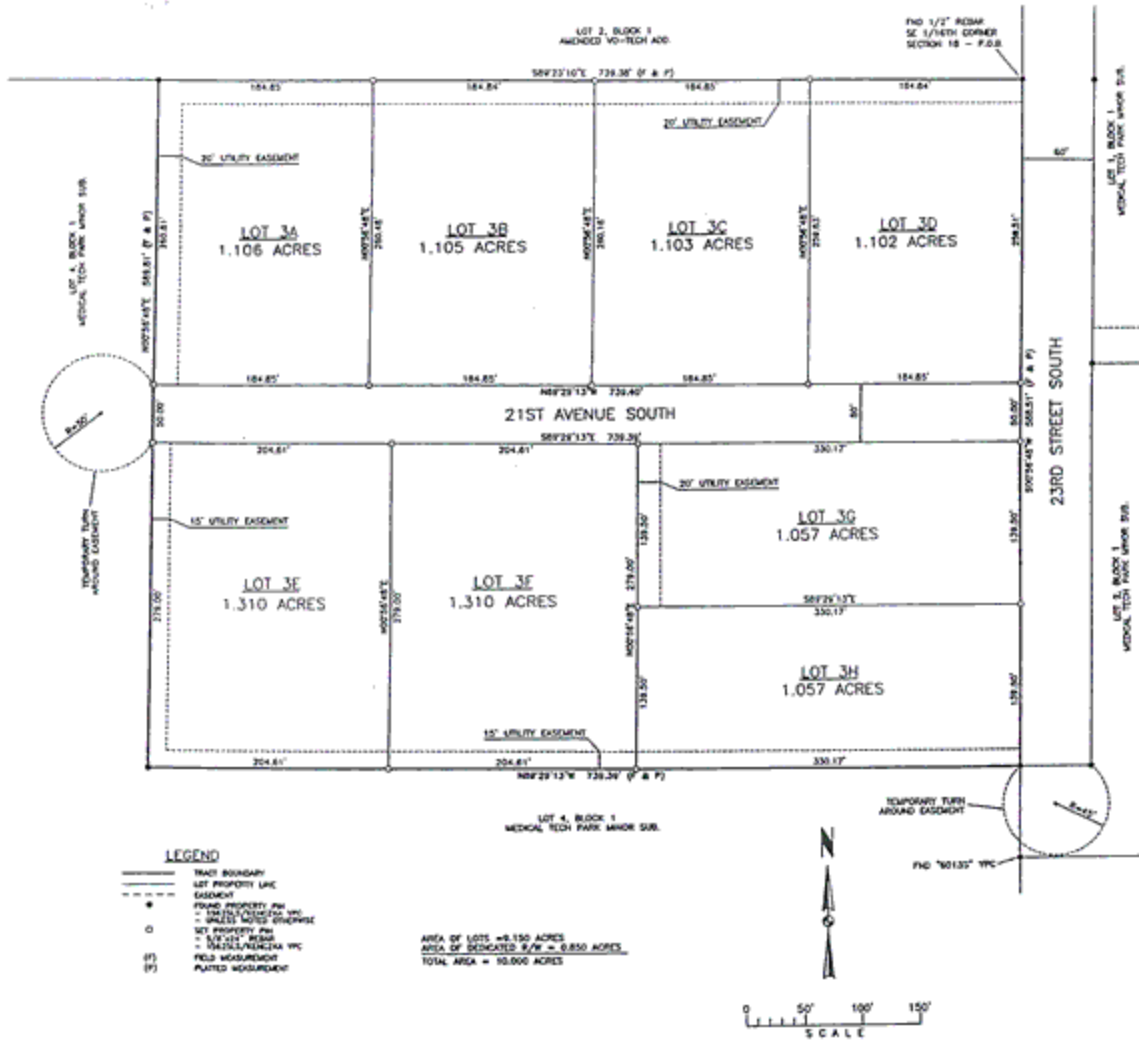
MEMO

To: Ben Rangel, Planning Director
From: Mike Rattray
Date: May 4, 2006
Re: Medical Tech Park Subdivision



In reviewing the listing of permitted land uses in the new Land Development Code, it appears the M-1 classification is probably more appropriate than the C-2 which was our original request. Our intention is to market the property as primarily a suitable location for office development, not commercial or retail development and certainly understand the concerns over some of the other permitted uses in the C-2 district. Our first potential client, interested in Lot 3H, has expressed a need for allowing telecommunication facilities on the parcel so we would appreciate processing the appropriate conditional use in conjunction with the initial zoning. I am not aware of any additional needs for similar conditional uses so we recognize any such requests would need to be processed on an individual basis. Thank you and the Planning Board for this late change in our request.

AMENDED PLAT OF LOT 3 OF THE MEDICAL TECH PARK SUBDIVISION
 LOCATED IN THE SE 1/4 OF SECTION 18, T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA
 LAND OWNER: CITY OF GREAT FALLS



BASIS OF BEARING: WEST RIGHT-OF-WAY LINE OF 23RD STREET SOUTH AS SHOWN ON THE MEDICAL TECH PARK WHOLE SUBDIVISION PLAT, BEING S00°54'48"W
 PURPOSE OF SURVEY: TO CREATE A WHOLE SUBDIVISION

AREA OF LOTS = 8.150 ACRES
 AREA OF DEDICATED R/W = 0.850 ACRES
 TOTAL AREA = 10.000 ACRES

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, Sandy Hinz, Diane Jovick-Kuntz and John Rosenbaum. Also present were the City Manager, Assistant City Manager, City Attorney, Directors of Community Development, Planning, Library, Fiscal Services, Police Chief, Acting Fire Chief, Public Works, Interim Park and Recreation Director and the City Clerk.

PROCLAMATION: Spay/Neuter Days 2006

NEIGHBORHOOD COUNCILS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Neighborhood Council 8 June meeting and Ice Cream social.

Karen Grove, Neighborhood Council 8, reported that they would not have a meeting in June. She added that a group of volunteers completed the flower planting in Memorial Park. She invited the City Commission to attend the annual ice cream social in July.

PUBLIC HEARINGS

Ordinance 2938, rezone GF 10th Add., B738, L4-7. Adopted.

2. ORDINANCE 2938, REZONE LOTS 4-7, BLOCK 738, TENTH ADDITION TO GREAT FALLS.

Planning Director Ben Rangel reported that Dave Dickman, representative for the owners, Elerine McDonald (deceased) and David Blackwell, applied to rezone property to allow the construction of a 10,000 square foot office building, along 3rd Avenue South and 15th Street South. The applicant intends to lease the office space for professional services. The property is presently zoned R-3 single-family high-density district.

At the conclusion of the public hearing conducted by the Zoning Commission, they recommended the City Commission approve the request to rezone the property to C-1 neighborhood commercial district subject to the applicant and property owners consolidating the lots into a single lot.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Ordinance 2938. Mayor Stebbins declared the public hearing closed.

Commissioner Hinz moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Ordinance 2938.

Motion carried 5-0.

**Res. 9569,
Conditional Use
Permit for GF 1st
Add., B467, L7.
Adopted.**

3. RESOLUTION 9569, CONDITIONAL USE PERMIT FOR LOT 7, BLOCK 467, FIRST ADDITION TO GREAT FALLS.

Planning Director Ben Rangel reported that Dave Dickman applied for a conditional use permit to allow the construction of an addition to an existing non-conforming commercial building currently occupied by a vehicle repair business.

The property is presently zoned R-3 single-family high density district. The existing vehicle repair use is non-conforming and only permitted to expand if a conditional use permit is granted.

At the conclusion of the public hearing held by the Zoning Commission, they unanimously passed a motion recommending the City Commission grant a conditional use permit to allow the existing nonconforming use.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Resolution 9569. Mayor Stebbins declared the public hearing closed.

Commissioner Rosenbaum moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9569.

Motion carried 5-0.

**Res. 9567,
Conditional Use
T20N R4E Sec 5,
Marks P2 and P2A.
Adopted.**

4. RESOLUTION 9567, CONDITIONAL USE FOR T20N R4E SECTION 5, MARKS P2 AND P2A (CENTRAL PLUMBING AND HEATING).

Planning Director Ben Rangel reported that Mike and Stacy Waldenberg applied for a conditional use permit for the placement of a contractor yard, type II, on 5 acres of land along the north side of River Drive North at 38th Street North. The applicants plan to relocate their business to the site.

The property is presently zoned M-2 mixed-use transitional district wherein a contractor yard, type II, is permitted upon processing and approval of a conditional use application.

The Zoning Commission, on April 11, 2006, conducted a public hearing to consider the conditional use application. The only citizens who spoke at the hearing were Mike Waldenberg, the applicant, and Marty Byrnes,

the project architect. Neighborhood Council No. 8 submitted a letter expressing support for the project and the conditional use permit. At the conclusion of the hearing, the Zoning Commission unanimously passed a motion recommending the City Commission grant a conditional use.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of Resolution 9567. **Herb Soboczek**, 121 11th Street, expressed concern about the entrance location to the business and its impact on traffic. There being no one further to address the City Commission, Mayor Stebbins declared the public hearing closed.

Commissioner Rosenbaum moved, seconded by Commissioners Hinz and Jovick-Kuntz, that the City Commission adopt Resolution 9567.

Motion carried 5-0.

Res. 9573, Zoning Permit Determination Fees. Adopted.

5. RESOLUTION 9573, ZONING PERMIT/DETERMINATION FEES.

Planning Director Ben Rangel reported that the City Land Development Code includes provisions and procedures for the processing of zoning permits/determinations. The code also provides for the establishment of application fees by the City Commission for the processing of zoning permits/determinations.

A Zoning Permit is required to assure to all parties involved that the proposed construction and/or use is allowed in the zoning district in which it is located. Specifically, this requirement applies at the time application is made for a building permit or a Safety Inspection Certificate. Applications for a building permit or Safety Inspection Certificate will not be accepted without an accompanying Zoning Permit. Applications for a zoning permit/determination are made at the City Planning Office.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Resolution 9573. Mayor Stebbins declared the public hearing closed.

Commissioner Jovick-Kuntz moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9573.

James Rudzinski, asked how the funds would be used. Planning Director Rangel stated that the funds would be used to offset the costs of providing the service.

Motion carried 5-0.

OLD BUSINESS**NEW BUSINESS****ORDINANCES/RESOLUTIONS**

Ord. 2939, rezone Montana Add., B1 L1. Set public hearing for July 11, 2006.

6. ORDINANCE 2939, REZONE MONTANA ADDITION BLOCK 1, LOT 1.

Planning Director Ben Rangel reported that John Toenyas applied to rezone property described as Lot 1, Block 1, Montana Addition from C-1 neighborhood commercial district to C-2 general commercial district. The property, currently occupied by Elmer's Restaurant, is for sale and the applicant determined that potential purchasers were interested in utilizing a liquor license with gaming machines in conjunction with a proposed restaurant business operation on the site. The current C-1 neighborhood commercial zoning classification permits alcohol sales and consumption, but prohibits gaming operations. The requested C-2 General commercial zoning classification permits two kinds of gaming operations: casino, type I and accessory gaming.

At the conclusion of the public hearing, the Zoning Commission unanimously passed a motion recommending the City Commission approve the request with the following stipulations: 1) Casino, type I would not be allowed; 2) Accessory gaming, as defined and provided for in the Land Development Code, would be allowed; 3) Exterior signage indicating any form of gaming would not be allowed; 4) Only uses permitted in a C-1 neighborhood commercial district other than 2 above, would be allowed; and 5) Access to the next lot shall be modified to incorporate a joint use driveway with the adjoining property to the south.

Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission accept Ordinance 2939 on first reading and set a public hearing for July 11, 2006, to consider adoption of Ordinance 2939.

Ron Mathsen, Neighborhood Council 1, reported that Neighborhood Council 1 opposed the rezoning request.

Motion carried 5-0.

Ord. 2940, establish City Zoning upon Cottage Grove Addition, Phase 1. Set public hearing for July 11, 2006.

7. ORDINANCE 2940, ESTABLISH ZONING FOR COTTAGE GROVE ADDITION, PHASE 1.

Planning Director Ben Rangel reported that the primary reason the applicant is requesting the PUD Planned unit development district zoning classification is to allow more flexibility in lot sizes in order to

accommodate more affordable housing. The proposed lot sizes range from about 3800 to 6100 square feet and the minimum setbacks are front – 20 feet; side – 5 feet; and rear – 10 feet. Assuming equal building sizes, the main difference between the proposed PUD lots in Cottage Grove Addition Phase 1 and a conventional R-3 zoning district is less yard space.

The Zoning Commission, at the conclusion of the public hearing, unanimously recommended the City Commission assign a zoning classification of PUD Planned unit development district to Cottage Grove Addition Phase 1, at such time the City approves the final plat of the Addition and the annexation of the area.

Commissioner Hinz moved, seconded by Commissioner Rosenbaum, that the City Commission accept Ordinance 2940 on first reading and set a public hearing for July 11, 2006, to consider adoption of Ordinance 2940.

Motion carried 5-0.

Ord. 2941, zoning for Whispering Ridge Addition, Phase 5. Set public hearing for July 11, 2006.

8. ORDINANCE 2941, ESTABLISH CITY ZONING UPON WHISPERING RIDGE ADDITION, PHASE 5.

Planning Director Ben Rangel reported that in February 2004, the City and County Commissions conditionally approved the preliminary plat of Whispering Ridge Addition, Phases 4-6, consisting of 43 proposed single-family residential lots located on the upper portions of the coulee immediately east of Mountain View Terrace Addition.

The final plat and annexation of Phase 4 consisting of 11 residential lots was completed in April/May 2005. The project engineer prepared and submitted the final plat of Phases 5 and 6 of the subdivision consisting of 32 residential lots along a segment of Whispering Ridge Drive.

The Planning Board, at the conclusion of a public hearing held November 25, 2003, recommended the City Commission assign a zoning classification of “A” Residence Use, “B” Area District, to Whispering Ridge Addition, upon annexation. As all lots in the subdivision exceed 11,000 square feet, the 32 lots in Phase 5 will be zoned R-2 single-family medium density in accordance with the new Land Development Code at such time the City approves the final plat and annexes the area.

Commissioner Hinz moved, seconded by Commissioner Rosenbaum, that the City Commission accept Ordinance 2941 on first reading and set a public hearing for July 11, 2006, to consider adoption of Ordinance 2941.

Motion carried 5-0.

Ord. 2942, establish City zoning upon Minor Plat of Northview Addition, Phase 1. Set public hearing for July 11, 2006.

9. ORDINANCE 2942, ESTABLISH CITY ZONING UPON MINOR PLAT OF NORTHVIEW ADDITION, PHASE 1.

Planning Director Ben Rangel reported that the owner plans in this first phase to build 9 two-unit residential structures to be sold separately as part of a condominium association. The property is located along the east boundary of Countryside Village Mobile Home Park and includes the northerly extension of 9th Street Northeast. The minor plat is a single lot that is the first phase of the development of 36.53 acres owned by the developer.

The Zoning Commission, at the conclusion of a public hearing held May 9, 2006, unanimously recommended the City Commission assign a zoning classification of PUD Planned unit development district upon Northview Addition, Phase 1 upon the annexation.

Commissioner Beecher moved, seconded by Commissioner Jovick-Kuntz, that the City Commission accept Ordinance 2942 on first reading and set a public hearing for July 11, 2006, to consider adoption of Ordinance 2942.

Motion carried 5-0.

Res. 9576, Relating to financing of a project, establishing compliance with reimbursement bond regulations under the Internal Revenue Code and approving interim funding through internal funds. Adopted.

10. RESOLUTION 9576, A RESOLUTION RELATING TO FINANCING OF A CERTAIN PROPOSED PROJECT; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE AND APPROVING INTERIM FUNDING THROUGH INTERNAL FUNDS.

Fiscal Services Director Coleen Balzarini reported that the City is developing a site on the southeast side of Great Falls to establish a Technology Park. The Tax Increment District creation will be initiated in a separate process. The loan proceeds will be used for interim financing of infrastructure improvements and repaid with future tax increment receipts created from the development. The loans shall be repaid at an interest rate of 5 percent and become effective August 1 2006, for a term varying from 2 to 10 years, as the increment proceeds become available.

The public improvements for water, sewer, storm drainage and roadway are at a preliminary cost of \$1,242,600 which includes engineering, inspection, and contingency costs. This interim financing was necessary to meet the City's development commitments on a timely basis. These loans will be fully repaid from tax increments as they become available.

Commissioner Hinz moved, seconded by Commissioners Rosenbaum and Beecher, that the City Commission adopt Resolution 9576 approving inter-fund loans totaling \$1,242,600 as follows: a loan from the Water Fund in the amount of \$105,000; a loan from the Sewer Fund in the amount of \$182,500; a loan from the Storm Drain Fund in the amount \$286,250; a loan from the Central Garage Fund on behalf of the Street Fund in the amount of \$668,850; for interim financing of infrastructure improvements to the Great Falls Technology Park.

Motion carried 5-0.

**Consent Agenda.
Approved as
printed.**

CONSENT AGENDA

11. Minutes, May 16, 2006, Commission meeting.
12. Total expenditures of \$1,262,037 for the period of May 10-23, 2006, to include claims over \$5,000 in the amount of \$915,760.
13. Contracts list.
14. Lien Release list
15. Set public hearing for June 20, 2006, on Resolution 9582 for Concrete Inspection Fees.
16. Award bid for Asphaltic Concrete Materials to Great Falls Redi-Mix, Inc., of Great Falls in the amount of \$511,200.

Commissioner Hinz moved, seconded by Commissioners Beecher and Jovick-Kuntz, that the City Commission approve the Consent Agenda as printed.

Motion carried 5-0.

BOARDS AND COMMISSIONS

**Preliminary
Amended Plat for
Medical Tech Park
Subdivision.
Approved.**

17. PRELIMINARY AMENDED PLAT, LOT 3, MEDICAL TECH PARK SUBDIVISION.

Planning Director Ben Rangel reported that City staff generated an application to subdivide Lot 3, Medical Tech Park Subdivision. The City acquired the Lot 3 when the Minor Plat of the Medical Tech Park Subdivision was created with the intention of attracting businesses that would complement abutting development activity in the vicinity.

At the conclusion of the public hearing, the Planning Board unanimously passed a motion recommending the City Commission approve the Preliminary Amended Plat of Lot 3, Medical Tech Park Subdivision and the accompanying Findings of Fact subject to the following conditions being fulfilled by the applicant: the final Amended Plat must incorporate correction of any errors or omissions noted by staff; the final engineering drawings and specifications for the required public improvements be

prepared by the Public Works Department; and the appropriate off-site easements to accommodate utilities and the vehicle turnarounds at the termini of 21st Avenue South and 23rd Street South be secured.

Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission adopt the Preliminary Amended Plat of Lot 3, Medical Tech Park Subdivision.

Motion carried 5-0.

CITY MANAGER

Budget Work Sessions

19. City Manager John Lawton reminded the City Commission of the upcoming budget sessions which were scheduled for the mornings of June 13 and June 14.

PETITIONS AND COMMUNICATIONS

11th Street Project.

21. **Herb Soboczek**, 121 11th Street, complimented staff for working with him on his concerns on the 11th Street project. He reported that one of the manholes was now covered with dirt and suggested staff inspect it. Mr. Soboczek stated he understood that a final inspection for the project would not be done and he was concerned about that. City Engineer Dave Dobbs stated that an inspection would be done by City staff. He added that inspections of this type were usually done two years after the project was completed.

ADJOURNMENT

Adjourn

There being no further business to come before the Commission, the regular meeting of June 6, 2006, adjourned at 7:42 p.m.

Mayor Dona R. Stebbins

Peggy Bourne, City Clerk

ITEM: \$5000 Report
Budget or Contract Claims in Excess of \$5000

PRESENTED BY: City Controller

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 MAY 31, 2006	422,326.41
MASTER ACCOUNT CHECK RUN FOR JUNE 7, 2006	254,995.98
MASTER ACCOUNT CHECK RUN FOR JUNE 14, 2006	613,385.09
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MAY 26, 2006	4,285.00
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JUNE 2, 2006	79,235.50
WIRE TRANSFERS FROM MAY 24, 2006 THRU JUNE 13, 2006	<u>120,457.54</u>
TOTAL: \$	<u>1,494,685.52</u>

GENERAL FUND

POLICE

NORTHWESTERN ENERGY	APRIL 2006 CHARGES	569.44
ENERGY WEST	MAY 2006 CHARGES	771.74

FIRE

NORTHWESTERN ENERGY	APRIL 2006 CHARGES	624.79
ENERGY WEST	MAY 2006 CHARGES	2,128.27

PARK & RECREATION

NORTHWESTERN ENERGY	APRIL 2006 CHARGES	264.56
ENERGY WEST	MAY 2006 CHARGES	600.29

SPECIAL REVENUE FUND

POLICE SPECIAL

QWEST MAY 2006 CHARGES 631.37

STREET DISTRICT

INTEGRATED PAVING CONCEPTS DURATHERM STREET PRINT 11,501.56
GREAT FALLS REDI-MIX ASPHALT 20,117.49
SMITH EQUIPMENT-MADDEN PAVING 20,500.00

LIBRARY

NORTHWESTERN ENERGY APRIL 2006 CHARGES 769.96
ENERGY WEST MAY 2006 CHARGES 1,546.05

FEDERAL BLOCK GRANTS

JOHNSON MADISON LUMBER WINDOWS CUST#LA480 5,923.18
ROCKY MOUNTAIN SIDING SIDING FOR 1209 5TH AVE S 6,650.00

HOME GRANTS

NEIGHBORHOOD HOUSING SERV DRAWDOWN #4 FOR LOAN 18,905.00

ECONOMIC REVOLVING

MT LEWIS & CLARK BICENTENNIAL REFUND UNFINISHED SIGNAGE GRANT 6,033.88
ENERGY WEST MAY 2006 CHARGES 57.38
CAPITOL DECISIONS INC JUNE 2006 RETAINER 8,800.00

ENTERPRISE FUNDS

WATER

NORTHWESTERN ENERGY APRIL 2006 CHARGES 10,691.85
PHILLIPS CONSTRUCTION SW SIDE WMR PMT 4 101,853.80
NEIL CONSULTANTS PMT #1 SLUDGE BASIN 13,620.00
THOMAS DEAN & HOSKINS PMT #2 FLOCCULATION BASIN 5,149.00
ENERGY WEST MAY 2006 CHARGES 3,149.07
THATCHER OF MONTANA ALUMINUM SULFATE 15,909.85
WESTERN INDUSTRIAL MOTOR & MACHINE WORK ON MOTOR 33,401.08

SEWER

NEIL CONSULTANTS PMT #3 CATHODIC PROTECTION IMP 25,150.00
VEOLIA WATER NORTH AMERICA MAY AND JUNE 2006 PAYMENTS 382,547.34
SMITH POWER PRODUCTS PMT #1 WWTP GENERATION PROJECT 75,507.73

STORM DRAIN

GODWIN PUMPS OF AMERICA PUMP RENTAL 9,384.00

ENTERPRISE FUNDS (CONT)

SANITATION

NORTHWESTERN ENERGY	APRIL 2006 CHARGES	227.94
SOLID WASTE SYSTEMS	50 300 GALLON CONTAINERS	10,892.50
SUPERIOR TIRES	FOAM FILLED TIRES	6,460.00
ENERGY WEST	MAY 2006 CHARGES	197.88

ELECTRIC

MONTANA PUBLIC POWER AUTHORITY	CITY'S PORTION EFFORTS ACQUIRE NW	70,000.00
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SAFETY SERVICES

NORTHWESTERN ENERGY	APRIL 2006 CHARGES	142.36
QWEST	MAY 2006 CHARGES	6,410.96
ENERGY WEST	MAY 2006 CHARGES	192.94

PARKING

NORTHWESTERN ENERGY	APRIL 2006 CHARGES	431.90
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GOLF COURSES

ENERGY WEST	MAY 2006 CHARGES	205.55
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SWIM POOLS

NORTHWESTERN ENERGY	APRIL 2006 CHARGES	362.36
ENERGY WEST	MAY 2006 CHARGES	2,274.77
HAWKINS WATER/MON-DAK CHEMICAL	ECWP CHEMICALS	5,862.36

RECREATION

NORTHWESTERN ENERGY	APRIL 2006 CHARGES	464.86
ENERGY WEST	MAY 2006 CHARGES	689.23

CIVIC CENTER

BERTOLINI	250 BANQUET CHAIRS	8,622.40
A GOOD SMACK PRODUCTIONS	PROCEEDS RYAN SHOW	29,643.97

INTERNAL SERVICES FUND

HEALTH INSURANCE

BLUE CROSS/BLUE SHIELD	ADMIN & REINS FEES JUNE 2006	36,344.00
BLUE CROSS/BLUE SHIELD	GROUP & HMO CLAIMS 5/17/06-5/23/06	21,161.49
BLUE CROSS/BLUE SHIELD	GROUP & HMO CLAIMS 5/24/06-5/31/06	53,963.02
BLUE CROSS/BLUE SHIELD	GROUP & HMO CLAIMS 6/1/06-6/6/06	45,333.03

CENTRAL INSURANCE

MONTANA MUNICIPAL INS AUTH	G/L DEDUCTIBLE PAYMTS	8,751.35
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CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	41,041.19
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PUBLIC WORKS

NORTHWESTERN ENERGY	APRIL 2006 CHARGES	736.47
ENERGY WEST	MAY 2006 CHARGES	1,354.54

PARK & RECREATION ADMINISTRATION

NORTHWESTERN ENERGY	APRIL 2006 CHARGES	250.04
ENERGY WEST	MAY 2006 CHARGES	722.78

FACILITY SERVICES

NORTHWESTERN ENERGY	APRIL 2006 CHARGES	1,382.43
ENERGY WEST	MAY 2006 CHARGES	1,409.76

MUNICIPAL COURT

CASCADE COUNTY TREASURER	DISBURSEMENT TO COUNTY	14,402.00
CITY OF GREAT FALLS	FINES & FORFEITURES TRANSFER TO MASTER ACCOUNT	56,516.00

CLAIMS OVER \$5000 TOTAL: \$ 1,209,208.76

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

**AGENDA: 6
DATE: June 20, 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

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
A	Park & Recreation	Farmer's Market	June 2006 – September 2006	Parks & Forestry	\$200	Conduct Farmer's Market
B	Park & Recreation	Big Sky Fireworks	July 4, 2006	Park & Recreation	\$10,000	4 th of July Fireworks Display
C	Planning	Delta Engineering	FY-2006	CTEP	\$3,620	Additional design of a protective enclosure for the portion of the trail that passes under the BNSF Railway. (O.F. 1306.5)
D	Public Works	Falls Construction	Summer 2006	Sewer Capital	\$44,120	Sewer Quote Spot Repair O.F. 1425.1
E	Fiscal Services	SunGard THE Inc.	07/01/06 through 06/30/07	Various	\$111,055	Maintenance Agreements

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

**AGENDA # 7
DATE June 20, 2006**

Item	<u>Set Annual Budget Hearings on:</u> <u>Resolution 9577 - Intent to Increase Property Tax</u> <u>Resolution 9578 - Annual Budget Resolution</u>
Initiated By	<u>Statutory Budget Requirements</u>
Action Requested	<u>Set the Annual Budget Hearings</u>
Prepared By	<u>Melissa Kinzler, Budget Officer</u>
Reviewed & Approved By	<u>Cheryl Patton, Assistant City Manager</u>

RECOMMENDATIONS

Staff Recommends the City Commission set the public budget hearings on Resolutions 9577 and 9578 for July 11, 2006, and provide for notices for:

1. the Public Hearing on the Intent to Increase Property Tax Revenue, and
2. the Public Hearing on the Preliminary Budget.

MOTIONS

I move the City Commission set the Public Hearings for Resolutions 9577 and 9578 for 7:00 PM, July 11, 2006.

SYNOPSIS

Prior to adoption of the City's annual budget the City is required to hold two public hearings on:

1. it's intent to budget an increase in revenue from property taxation, and
2. the proposed annual budget.

The City is developing its annual budget.

- The City started the annual budget process with a series of public work sessions.
- The budget is developed in accordance with City Commission direction.
- The proposed budget was presented by the City Manager on June 20, 2006 at the City Commission Work Session.
- The annual public hearings on the budget are proposed for July 11, 2006.
- The setting of the tax levies is scheduled for August 8, 2006 or when the Montana Department of Revenue has certified taxable values for the City of Great Falls.

BACKGROUND

ATTACHED are:

1. Proposed Display Notice - Intent to Increase Property Taxes
2. Proposed Legal Notice - Budget Hearing
3. Resolution 9577 - Proposed Intent to Increase Property Tax
4. Resolution 9578 - Proposed Annual Budget Resolution

Property Tax Levy Increases

MCA 15-10-203, requires the City to hold a public hearing before passing a resolution stating its intent to increase property tax revenues. MCA 15-10-420, authorizes a property tax levy increase of "one-half of the average rate of inflation for the prior 3 years". The Consumer Price Index showed a 2.85% average increase. Therefore the City is allowed and is proposing a 1.43% property tax levy increase.

The total proposed allowable property tax levy increase is 1.43%.

Notices of Hearings

MCA 7-1-4127, requires notice of budget hearing.

NOTICE OF BUDGET INCREASE FROM PROPERTY TAXES

The City of Great Falls intends to budget an increase in revenue from property taxation by approximately **1.43%**, as allowed by State statute 15-10-420.

All concerned persons are invited and encouraged to attend a public hearing on budgeting the increased property tax revenue and on the budget as a whole to be held on July 11, 2006, at 7:00 p.m., City Commission Chambers, Civic Center Building.

A decision on budgeting the increased property tax revenue will be made after considering comments made at this hearing.

For further information, please contact: City Clerk's Office, Room 202, Civic Center, 455-8451.

Peggy J. Bourne
City Clerk

.....
FOR OFFICE USE ONLY

Publication Dates: July 2, 2006
July 9, 2006

DISPLAY AD

THIS ADVERTISEMENT MAY NOT BE PLACED IN THAT PORTION OF THE NEWSPAPER WHERE LEGAL NOTICES AND CLASSIFIED ADVERTISEMENTS APPEAR. (15-10-203, MCA)

RESOLUTION NO. 9577
INTENT TO INCREASE PROPERTY TAX RESOLUTION
FOR THE FISCAL YEAR BEGINNING JULY 1, 2006 AND ENDING JUNE 30, 2007

- A. MCA 15-10-203(1) requires the City to hold a public hearing and subsequently adopt a resolution of its intent to increase property tax revenue, prior to budgeting for any increase in property tax revenue from existing property.
- B. MCA 15-10-420(1) allows the City to increase its annual property tax levy by "one-half of the average rate of inflation for the prior 3 years".
- C. MCA 15-10-420(1c) provides for the average rate of inflation to be calculated "using the consumer price index, U.S. City average, all urban consumers, using the 1982-1984 base of 100, as published by the Bureau of Labor Statistics of the United States Department of Labor".
- D. The applicable consumer price indexes had a three year average of 2.85% and an allowed tax levy increase of **1.43%**.
- E. The notice of hearing on the City's intent to budget an increase in revenue from property taxation **by 1.43%**, was published in accordance with MCA 7-1-4127, as required by MCA 15-10-203.
- F. The hearing on the City's intent to budget an increase in revenue from property taxation was held in accordance with MCA 7-1-4131 and MCA 15-10-203.

NOW, THEREFORE,

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

Section 1. - Intent to budget additional property tax revenue

The City Commission intends to budget the **1.43 percent** increase in property tax revenue allowed by MCA 15-10-420.

PASSED by the Commission of the City of Great Falls, Montana, on this ____ day of _____, 2006.

Dona Stebbins, Mayor

ATTEST:

Peggy Bourne, City Clerk

(SEAL OF CITY)

Approved as to form: City Attorney

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. 9577 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 _ day of _____, 2006, and approved by the Mayor of said City on the ___ day of _____ , 2006.

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

Peggy Bourne, City Clerk

(SEAL OF CITY)

RESOLUTION 9578

ANNUAL BUDGET RESOLUTION REVISED

A RESOLUTION RELATING TO FINAL BUDGETS AND ANNUAL
APPROPRIATIONS FOR THE FISCAL YEAR
BEGINNING JULY 1, 2006 AND ENDING JUNE 30, 2007

- A. Montana Code Annotated, 7-6-4024, requires that the budget be approved and adopted by resolution by the later of the second Monday in August or 45 calendar days of receiving certified taxable values from the Department of Revenue.
- B. the notice of hearing on budget increase from property taxes was published in accordance with MCA, 15-10-203,
- C. the notice of hearing on preliminary budget was published in accordance with MCA, 7-1-4127, as required by MCA, 7-6-4021; and,
- D. the hearing on preliminary budget and budget increase from property taxes was held in accordance with MCA, 7-1-4131 and 7-6-4024.

NOW, THEREFORE,

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

Section 1. - Legal Spending Limits

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

Section 2. - Implementation Authority

2.1 The City Manager is hereby delegated appropriation authority for the expenditure of funds from any or all of the following:

- a. debt service funds;
- b. trust funds;
- c. federal, state, local or private grants accepted and approved by the governing body;
- d. special assessments;
- e. proceeds from the sale of land;
- f. any fund for gifts or donations; and,
- g. money borrowed during the fiscal year. (7-6-4006, MCA)

2.2 The City Manager is hereby delegated authority to adjust appropriations funded by fees throughout the fiscal year in any or all of the following:

- a. proprietary funds (enterprise and internal service funds);
- b. general fund for fee supported services;
- c. planning fund for fee supported mapping services;
- d. natural resources fund for fee supported forestry services;
- e. permits fund; and,
- f. licenses fund.

(7-6-4012, MCA)

2.3 The City Manager is hereby delegated the authority to make transfers or revisions within ~~or among~~ appropriations of any fund.

2.4 The City Manager may delegate to his department directors the authority to make transfers or revisions within or among appropriations of specific operations within a fund, limited to the division level of accountability.

2.5 Joint operating agreements approved by the governing body; insurance recoveries or dividends; hazardous material recoveries and, refunds or reimbursements of expenditures shall automatically amend the annual appropriations or reduce recorded expenditures whichever is correct in accordance with Generally Accepted Accounting Principles (GAAP).

Section 3. - Appropriation Carryovers

Generally accepted accounting principles (GAAP) require expenditures to be recognized in the fiscal year in which the goods or services are received.

3.1 Previous fiscal year appropriations for incomplete improvements in progress of construction, or segments thereof, are hereby declared authorized appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:

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

3.2 Outstanding purchase orders and other obligations, representing a City obligation to pay the claim after receipt of the goods or services, are recognized as "claims incurred". They are hereby declared authorized "carryover" appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:

- a. related financing was provided in the prior fiscal year;
- b. the appropriations were not otherwise obligated by year end;
- c. the purpose was not included, or rejected, in current budget financing or appropriations; and,

- d. the City Manager determines the appropriation is still needed.

Section 4. - Appropriated Reserves

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

Section 5. Contingency Account

5.1 Contingency account appropriations are provided by the City Commission as flexible appropriations. They are intended to provide the City Manager with an effective management tool for adjusting to changing circumstances throughout the budgetary year.

5.2 The City Manager is delegated the authority to transfer part or all of any contingency appropriation and related financing. Use of contingency appropriations is restricted to transfers of that appropriation authority to specific operating budgets. Proper classification of expenditures to specific operations is required. Accordingly, charging of expenditures directly to Contingency accounts is prohibited.

5.3 The Contingency appropriation is a two part authorization, determined on whether cash funding has been allocated in the General Fund during budget development:

- a. General Fund financed; and,
- b. Unfunded - a specific fund cash balance, additional revenue, or other funding source must be identified before the "unfunded" contingency appropriation may be used.

Section 6. - Classification and Pay Plan

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

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

Section 7. - Budgetary Authority

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

Section 8. - Accounting Structure

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

PASSED by the Commission of the City of Great Falls, Montana, on this 18th day of July, 2006.

Dona Stebbins, Mayor

ATTEST:

Peggy Bourne, City Clerk

(SEAL OF CITY)

Approved as for legal content:

City Attorney

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 9578 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 July, 2006, and approved by the Mayor of said City on the 18th day of July, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 18th day July, 2006.

(SEAL OF CITY)

Peggy Bourne, City Clerk

NOTICE OF BUDGET HEARING

NOTICE is hereby given that the City Commission of the City of Great Falls has:

- completed its preliminary budget;
- placed the preliminary budget on file and open to public inspection at the City Clerk's Office, Room 202, Civic Center Building; and,
- set the public hearing on the City of Great Falls 2006 / 2007 Annual Operating Budget for 7 PM, Tuesday, July 11, 2006, at the City Commission Chambers, Civic Center Building.

All persons desiring to be heard are invited to appear and provide written or oral comments concerning the budget. For further information, please contact: City Clerk's Office, Room 202, Civic Center, 455-8451.

Peggy J. Bourne
City Clerk

FOR OFFICE USE ONLY

Publication Dates: July 2, 2006
 July 9, 2006

LEGAL AD

Appendix A. Balances & Changes by Fund for Year Ending June 30, 2006

	Estimated Beginning Balance	(+ Working Capital Sources			(- Working Capital Uses			Estimated Ending Balance	Reserved Balance	Available Balance
		Revenue	Transfers In	Total Sources	Appropriations	Transfers Out	Total Uses			
General Fund	2,575,977	19,647,120	361,000	20,008,120	17,309,352	2,698,768	20,008,120	2,575,977	0	2,575,977
Special Revenue Funds										
Tax Increment Fund	0	472,966	0	472,966	201,031	271,935	472,966	0	0	0
Planning Fund	55,937	538,333	135,808	674,141	667,811	6,330	674,141	55,937	0	55,937
CTEP Projects Fund	253	0	0	0	10,738	0	10,738	(10,485)	0	(10,485)
Lighting Districts Fund	682,205	1,183,073	0	1,183,073	1,174,275	0	1,174,275	691,003	0	691,003
Historic Bridge Fund	(22,892)	0	0	0	0	0	0	(22,892)	0	(22,892)
Support & Innovation Fund	18,669	163,060	375,879	538,939	536,939	0	536,939	20,669	0	20,669
911 Special Revenue Fund	501,671	332,000	0	332,000	36,407	260,642	297,049	536,622	0	536,622
Police Special Revenue Fund	242,022	79,030	0	79,030	114,384	0	114,384	206,668	206,668	0
Fire Special Revenue Fund	19,626	2,900	0	2,900	494	0	494	22,032	0	22,032
Public Works Special Revenue Fund	51,936	0	0	0	4,210	0	4,210	47,726	0	47,726
Street District Fund	459,188	4,124,458	45,760	4,170,218	4,354,586	20,642	4,375,228	254,178	0	254,178
Library Fund	494,466	383,577	777,638	1,161,215	1,168,410	13,450	1,181,860	473,821	115,580	358,241
Library Foundation Fund	105,672	139,350	0	139,350	128,787	0	128,787	116,235	0	116,235
Park & Recreation Special Revenue Fund	405,062	88,300	25,000	113,300	133,246	0	133,246	385,116	294,996	90,120
River's Edge Trail Special Revenue Fund	25,252	0	0	0	59	0	59	25,193	0	25,193
Lewis & Clark Signature Event Fund	0	0	0	0	0	0	0	0	0	0
Multi-Sports Special Revenue Fund	0	0	0	0	0	0	0	0	0	0
Natural Resources Fund	21	336,325	250,433	586,758	582,011	4,747	586,758	21	0	21
Portage Meadows Fund	16,604	22,990	0	22,990	22,990	0	22,990	16,604	0	16,604
Housing Authority Fund	0	1,012,510	0	1,012,510	997,873	14,637	1,012,510	0	0	0
Federal Block Grants Fund	764,219	1,205,377	0	1,205,377	980,377	1,931	982,308	987,288	0	987,288
Federal Home Grant Fund	(30,264)	412,086	0	412,086	410,586	316	410,902	(29,080)	0	(29,080)
Special Development Grant Fund	0	0	0	0	0	0	0	0	0	0
Community Development Fund	84,362	219,715	0	219,715	240,115	1,851	241,966	62,111	0	62,111
Economic Revolving Fund	146,669	195,500	0	195,500	260,039	0	260,039	82,130	0	82,130
Permits Fund	211,891	704,879	15,000	719,879	844,070	7,754	851,824	79,946	0	79,946
Licenses Fund	164	191,423	0	191,423	190,600	823	191,423	164	0	164
Pasta Montana Tax Increment Fund	0	0	0	0	0	0	0	0	0	0
Ag Tech Park Fund	(5,050)	0	0	0	0	0	0	(5,050)	0	(5,050)
Total Special Revenue Funds	4,227,683	11,807,852	1,625,518	13,433,370	13,060,038	605,058	13,665,096	3,995,957	617,244	3,378,713
Debt Service Funds										
Master Debt SILD	0	12,208	0	12,208	5,265	0	5,265	6,943	0	6,943
Improvement Districts Revolving Fund	611,913	229,176	0	229,176	114,516	100,000	214,516	626,573	626,573	0
Soccer Park Bonds	106,942	194,900	0	194,900	186,326	0	186,326	115,516	0	115,516
Tax Increment Bond Fund	2,976,557	2,352,000	0	2,352,000	2,512,526	261,000	2,773,526	2,555,031	2,555,031	0
Total Debt Service Funds	3,695,412	2,788,284	0	2,788,284	2,818,633	361,000	3,179,633	3,304,063	3,181,604	122,459
Capital Project Funds										
General Capital Fund	69,969	44,502	104,040	148,542	47,245	0	47,245	171,266	0	171,266
City Lighting Construction	0	0	0	0	0	0	0	0	0	0
Improvement District Projects Fund	0	0	0	0	0	0	0	0	0	0
Hazard Removal Fund	63,679	50,000	0	50,000	52,047	0	52,047	61,632	0	61,632
Sidewalk Hazard Removal Fund	1,105	0	0	0	79	0	79	1,026	0	1,026
Total Capital Project Funds	134,753	94,502	104,040	198,542	99,371	0	99,371	233,924	0	233,924

Appendix A. Balances & Changes by Fund for Year Ending June 30, 2006

	Estimated Beginning Balance	(+ Working Capital Sources			(-) Working Capital Uses			Estimated Ending Balance	Reserved Balance	Available Balance
		Revenue	Transfers In	Total Sources	Appropriations	Transfers Out	Total Uses			
Enterprise Funds										
Water Fund	7,416,510	8,370,929	0	8,370,929	9,797,978	24,100	9,822,078	5,965,361	3,712,980	2,252,381
Sewer Fund	7,943,694	6,586,550	0	6,586,550	7,560,008	8,181	7,568,189	6,962,055	4,790,738	2,171,317
Storm Drain Fund	3,834,306	1,735,000	0	1,735,000	2,367,989	158	2,368,147	3,201,159	1,028,595	2,172,564
Sanitation Fund	724,624	2,886,775	0	2,886,775	3,526,853	14,510	3,541,363	70,036	0	70,036
Electric Utility Fund	(179,804)	17,521,000	0	17,521,000	16,332,547	0	16,332,547	1,008,649	0	1,008,649
Safety Services Fund	228,570	929,501	250,440	1,179,941	1,178,487	14,503	1,192,990	215,521	0	215,521
Parking Fund	279,454	605,350	0	605,350	762,661	665	763,326	121,478	56,601	64,877
Golf Courses Fund	(948,147)	1,149,900	4,600	1,154,500	1,440,034	5,317	1,445,351	(1,238,998)	237,718	(1,476,716)
Swim Pools Fund	(372,592)	341,680	552,396	894,076	888,931	2,049	890,980	(369,496)	0	(369,496)
Recreation Fund	(86,107)	225,165	193,527	418,692	331,547	5,629	337,176	(4,591)	20,694	(25,285)
Civic Center Events Fund	64,984	299,110	216,000	515,110	512,693	2,326	515,019	65,075	16,406	48,669
Total Enterprise Funds	18,905,492	40,650,960	1,216,963	41,867,923	44,699,728	77,438	44,777,166	15,996,249	9,863,732	6,132,517
Internal Service Funds										
Administrative Services Fund	11,615	275,691	0	275,691	272,479	3,212	275,691	11,615	0	11,615
Central Communications Fund	23,021	84,309	0	84,309	84,309	1,028	85,337	21,993	0	21,993
Health and Benefits Fund	(861,112)	4,657,767	350,000	5,007,767	4,657,767	0	4,657,767	(511,112)	0	(511,112)
Insurance & Safety Fund	28,340	1,266,734	0	1,266,734	1,266,734	831	1,267,565	27,509	0	27,509
Fiscal Services Fund	128,926	1,579,519	0	1,579,519	1,565,453	14,067	1,579,520	128,925	0	128,925
Information Tech Fund	349,409	1,072,227	20,404	1,092,631	1,006,242	6,883	1,013,125	428,915	356,939	71,976
Central Garage Fund	712,114	1,443,583	0	1,443,583	1,732,864	53,839	1,786,703	368,994	113,562	255,432
Facilities Maintenance Fund	0	0	0	0	0	0	0	0	0	0
Engineering Fund	61,139	899,597	160,024	1,059,621	1,032,870	10,286	1,043,156	77,604	0	77,604
Public Works Fund	63,872	411,721	0	411,721	410,709	2,374	413,083	62,510	5,000	57,510
Park & Rec Admin Fund	0	0	0	0	0	0	0	0	0	0
Civic Center Facility Services Fund	210,465	415,621	0	415,621	415,621	3,165	418,786	207,300	97,116	110,184
Total Internal Service Funds	727,789	12,106,769	530,428	12,637,197	12,445,048	95,685	12,540,733	824,253	572,617	251,636
Trust & Agency Funds										
Trust & Agency Fund transactions are made in accordance with specific trust or agency agreements, covenants or other regulations. Accordingly, annual budgets are not prepared.	0		0	0		0	0	0	0	0
Total Trust & Agency Funds	0	0	0	0	0	0	0	0	0	0
Total All Budgeted Funds	30,267,106	87,095,487	3,837,949	90,933,436	90,432,170	3,837,949	94,270,119	26,930,423	14,235,197	12,695,226

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

**AGENDA # 8
DATE June 20, 2006**

**ITEM LABOR AGREEMENT - CITY OF GREAT FALLS AND GREAT FALLS
AND THE PUBLIC EMPLOYEES' CRAFT COUNCIL (CRAFTS COUNCIL)**

INITIATED BY The Great Falls Public Employees' Crafts Council

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 Crafts Council.

MOTION:

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

BACKGROUND:

The Crafts Council consists of five Unions: Teamsters, Carpenters, Operating Engineers, Machinists and Laborers. The previous contract was for a two-year period, expiring June 30, 2006. The terms of the proposed agreement extends the agreement for two years, from July 1, 2006 through June 30, 2008. The economic impact for year 1 is 3.5% (1.5% on base, 2% deferred to participate in the retirement enhancement program) and year 2 is 3.75%.

The major changes from the previous agreement are:

1. Article 3, DEFINITIONS, Sections B & C

The definitions of "permanent employee" and "temporary employee" were changed to more accurately reflect language contained in state statute. The major change was increasing the length of time a temporary employee can work from 9 months to 12 months.

2. Article 4, UNION SECURITY, Section 4.2

Of the five unions covered by the Crafts agreement, 4 have dues deducted once per month and 1 has dues deducted every pay period. The language was changed to reflect/allow this practice of either option.

3. Article 10, CALL BACK, Section 10.1

Section 10.1 was changed to provide for a minimum 4 hour call back on holidays and when employees are called back to clear ice from the water plant intake.

4. Article 11, SENIORITY, Sections 11.1 & 11.3(f)

Section 11.1 addresses recall rights.

Because the length of time a temporary employee can work was increased from 9 months to 12 months in Article 3, Section C, the recall provision in Section 11.1 was changed from 9 months to 12 months for continuity.

Section 11.3 addresses how and when seniority is broken. The length of time an employee can be absent from work due to a work related injury in subsection f was increased from 9 months to 12 months to correspond with the increased time a temporary employee can work to fill in for the injured worker.

5. Article 15, SICK LEAVE, Section 15.2

For scheduling purposes, language was added to subsection 2 requiring employees to provide 24 hours advance notice of doctor and dentist appointments except in emergencies or unforeseen circumstances.

The definition of immediate family was changed to be consistent with the Personnel Policy Manual regarding the definition of immediate family for sick leave usage.

6. Article 18, HEALTH BENEFITS

The contribution rates were changed to reflect City and employee contribution amounts in effect 7/1/06. Any increases will be shared to maintain the City's contribution rate of 90% of the total premium, and the employee's contribution rate of 10% of the total premium.

Crafts voted to add the health insurance benefit of \$309.50/pay period (\$619/mo.) into their gross, and then deducted and paid into the City's health insurance fund. The sole purpose is to augment the employee's eventual retirement benefit, and is not to result in additional net income to the employee or have any affect on overtime compensation, future pay increases, or similar benefits.

7. Article 24, HOT MEAL

Language was added to allow a meal allowance of \$10 for employees who work a 12 hour shift.

8. Article 29, DURATION

The dates were changed to reflect the terms of the 2-year contract.

9. SCHEDULE A

The wage schedule was increased 1.5%* effective 7/1/06, and 3.75% effective 7/1/07.

*Because Crafts voted to participate in the retirement enhancement option of adding the health benefit into the base, 2% of their allotted increase was deferred to pay for the additional costs associated with the program (additional benefits of PERS, workers' compensation and unemployment are paid on the health benefit amount).

New classifications were added for Seasonal Irrigators and Seasonal Laborers working at Public Works and the Parks and Forestry divisions of the Park and Recreation Department.

10. SCHEDULE B, Item 1, SHIFT DIFFERENTIAL

Shift differential was updated to current amounts and the language was clarified to only be paid when the shift is actually worked.

11. SCHEDULE B, Item 9, SEASONAL LABORER CLASSIFICATION

Subsection e was changed to pertain only to employees assigned to the Golf division. The list of equipment employees receive a higher rate of pay when operating was revised to be specific to the Golf division.

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS

AND

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

July 1, 2006 - June 30, 2008

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AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the __ day of ____, 2006,

by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the CITY OF GREAT FALLS PUBLIC EMPLOYEES CRAFTS COUNCIL, consisting of Construction and General Laborers #1686, Operating Engineers #400, International Association of Machinists #86, Teamsters Local #2, and PNWRC of Carpenters, hereinafter referred to as the "UNION", have mutually agreed as follows:

PREAMBLE

The City and Unions have entered into a partnership to find ways to maintain cost effective and quality services to better serve the citizens of Great Falls.

ARTICLE 1

RECOGNITION AND PURPOSE:

- 1.1 The CITY recognizes the respective UNIONS signatory hereto as the exclusive representative of all of its employees who are subject to the terms of this Agreement, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and all other conditions of employment. The present recognized jurisdiction of the Craft Unions within the Craft Council shall be maintained during the term of this Agreement.
- 1.2 Employees will be assigned work consistent with the jurisdiction of the Craft Unions of which the employees are members except for extreme variations in work projects coupled with seasonal and weather factors, employees may be given temporary assignments across jurisdictional lines for a maximum of ten (10) consecutive working days without notice to Union. Temporary transfers to exceed ten (10) working days, in order to complete essential projects, cover employee accommodations for medical needs, vacation coverage, the Unions involved must be notified and concurrence obtained.
- 1.3 Temporary transfers across jurisdictional lines will not be used abusively, and in no event

will it be used in an effort to reduce or eliminate the representation of UNIONS in those organizational units in which the UNIONS have current jurisdictions. Barring changes in technology, every effort will be made to maintain the ratio of UNION representation consistent with past manning requirements.

- 1.4 Rates of pay for temporary assignments shall be as outlined in ARTICLE 17.
- 1.5 When an employee is transferred to another craft for temporary work, the CITY shall maintain paying his/her pension contribution rate to the pension fund from the craft in which employee was originally employed.
- 1.6 The City agrees to notify employees by posting any policy changes that may affect them in their department.

ARTICLE 2

SUCCESSORS:

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

ARTICLE 3

DEFINITIONS:

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this Agreement, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Permanent employee" means an employee who is designated by the City as permanent and who has attained or is eligible to attain permanent status.
- C. "Temporary employee" means an employee who is designated as temporary by the City for a definite period of time but not to exceed twelve (12) months; is not eligible for permanent status; is terminated at the end of the employment period; and is not eligible to become a permanent employee without a competitive selection process.
Temporary employees will not be used to eliminate a permanent full-time position or

delay filling a full-time vacated position.

- D. "Seasonal position" means a position which, although temporary in nature, regularly occurs from season to season or from year to year.
- E. "Part-time employee" means an employee who normally works less than forty (40) hours a week.
- F. "Full-time employee" means an employee who normally works forty (40) hours a week.
- G. "Lead worker" means a person assigned a temporary supervisory function and shall be held fully accountable for all responsibilities of a supervisor in the absence of a supervisor.
- H. Base Pay defined as: Employee's hourly pay rate in that category to which an employee is ordinarily assigned exclusive of longevity or any other special allowances.

ARTICLE 4

UNION SECURITY:

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

activities do not interfere with the efficient operation of the various departments of the CITY. Employees qualifying under MCA 39-31-204 shall pay an agency fee, equivalent to the regular initiation fee and UNION dues as provided for in the Local UNION, for the purpose of administering the Agreement. The City Human Resources Director or the Department Head involved will instruct all new employees to report to the respective UNION involved for a referral slip prior to starting work. The CITY shall have complete freedom of selectivity.

- 4.2 The CITY agrees to deduct the UNION monthly dues and initiation fee from each employee's wages upon written authorization of the employee, and shall either be monthly or each pay period and the total of such deductions made payable to the UNION.
- 4.3 It is understood the UNION shall have the right to use Business Agents, Shop Committees or Stewards to adjust grievances as they arise. The CITY agrees that local Business Agents for the UNION shall be given access by the CITY to members of the UNION at the places of business of the CITY during hours of operation, for the purpose of ascertaining whether the terms of this Agreement are being observed if the agent does not disrupt the normal CITY operations.
- 4.4 UNION Stewards will not be discriminated against because of lawful UNION activity.
- 4.5 The UNION will notify the CITY in writing what representative (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the Agreement or in any other matters which affect or may affect the relationship between the CITY and UNION.
- 4.6 The UNION agrees to indemnify, defend and to hold the CITY harmless against any and all claims, demands, suits, costs or fees, which may be sought or incurred by the CITY as a

result of any action taken by the CITY under the provisions of ARTICLE 4.

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

ARTICLE 5

STRIKES AND LOCKOUTS:

- 5.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this Agreement.
- 5.2 It is mutually agreed that there will be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this Agreement.
- 5.3 It is agreed that the above provision shall not apply in the event no collective bargaining settlement is reached at the termination date of this Agreement.
- 5.4 It shall not be a violation of this Agreement to refuse to cross a legal picket line.
- 5.5 The UNION and the CITY agree that "strikes" or "lockouts" will not prevent the UNION and the CITY from providing emergency operation of the water, waste water and sanitation systems that are essential to the health, welfare, and safety of the public.
- 5.6 The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration. The CITY may "lockout" the UNION on any issue that the UNION does

not agree to settle by binding arbitration.

ARTICLE 6

MANAGEMENT RIGHTS:

As per MCA 39-31-303, the CITY shall have the right to operate and manage its affairs in such areas as but not limited to:

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

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

ARTICLE 7

EMPLOYEE RIGHTS/GRIEVANCE:

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

Step 1. The employee and or Union Steward will discuss the grievance with the

employee's immediate Supervisor in an attempt to resolve the grievance within fifteen (15) working days (Monday-Friday) of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday-Friday) to respond to the employee and/or Steward.

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

Step 3. If the response from the Division Supervisor is not satisfactory to the Union, the Union may within ten (10) working days (Monday-Friday) submit the grievance, in writing, to the Department Head for adjustment. The Department Head shall respond back to the Union within five (5) working days (Monday-Friday), in writing, with the City's decision.

Grievances regarding termination of employment shall be submitted by the Union, in writing, to the Department Head at Step 3.

Step 4. If the response from the Department Head is not satisfactory to the Union, the Union may within ten (10) working days (Monday-Friday) submit the grievance in writing to the City Manager or his designee for adjustment. The

City Manager or his designee shall respond back to the Union within ten (10) working days (Monday-Friday) in writing with the City's decision.

Step 5. If the grievance is not settled in Step 4, the Union and the Employer shall, within five (5) working days (Monday-Friday), agree to a date, time and place to convene a joint committee of two (2) representatives of the Union and two (2) representatives from the City to hear the grievance. The committee shall render a decision within five (5) working days (Monday-Friday) from the date of the hearing.

Step 6. If the grievance is not settled in Step 5, either party may within ten (10) working days (Monday-Friday) submit the grievance to Alternative Dispute Resolution (Third Party Resolution) to either the Federal Mediation and Conciliation Service or the Montana Board of Personnel Appeals.

A. The recommended decision in Alternative Dispute Resolution on any grievance involving a monetary issue, including those related to hours and working conditions, which could have an apparent economic effect or impact of less than eight hundred dollars (\$800.00), shall be final and binding on all parties.

B. The recommended decision in an Alternative Dispute Resolution on any grievance involving a monetary issue exceeding eight hundred dollars (\$800.00) shall not be final and binding and may be rejected by either party. If the recommended decision is acceptable to all parties, the grievance shall be deemed settled.

C. If the City and the Union cannot agree whether a grievance has an

economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the case in Alternative Dispute Resolution shall make the decision and it shall be final and binding on all parties.

- D. City shall present claims or grievances, in writing, to the Union.
- E. Alternative Dispute Resolution Authority: in any case where Alternative Dispute Resolution is utilized, the person hearing the grievance shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The person hearing the grievance shall consider and decide only the specific issue(s) submitted in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted. The person hearing the grievance shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of Alternative Dispute Resolution shall be borne by the two parties, equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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

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

7.3 NON-PROBATIONARY EMPLOYEE RECORDS:

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

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

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

Any material that is placed in an employee's official personnel file shall be supplied to the employee and he or she shall be given the opportunity to respond in writing. The employee

must sign the document as acknowledgment of receipt, not necessarily as agreement to the contents thereof. If the employee refuses to sign, such will be noted on the form. A written notice to the employee stating the specific acts or omissions prompting the discipline and the remedy thereto shall document all disciplinary actions.

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

ARTICLE 8

WAGES AND PAY PERIODS:

Attached hereto and made a part hereof as Schedule A is a list of the agreed wage schedule, classifications/job title and rates of jobs of employees covered by and for the duration of this Agreement. Exclusive of unforeseen emergencies, all employees covered by this Agreement shall be paid at least two times each month. The City will attempt to assist employees in meeting economic hardships that may occur during the transition. The CITY will make every effort to have paychecks by 4:00 p.m. on pay day. For those employees working special shifts an attempt will be made to have checks on the evening before payday. If requested by employees going on vacation, the CITY will deposit their checks to a bank of their choice or send it directly to the employee in a stamped self- addressed envelope supplied by the employee. The employee will be required to sign a statement holding the CITY harmless of delivery.

ARTICLE 9

HOURS OF WORK AND OVERTIME:

- 9.1 Subject to the special work schedules set forth herein the normal work week shall consist of five (5) days, Monday through Friday, of eight (8) continuous hours each, except for a normal lunch period. It is understood and agreed that certain job classifications require special work schedules. In those cases, the supervisor shall designate the work week and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday or Sunday. It is further understood and agreed that in those divisions wherein twenty-four (24) hour work schedules or less are maintained, the supervisor shall establish a shift rotation schedule so that each employee may be rotated on an equal basis with the other employees of the division and craft between the various shifts. This also applies to the rotation of days off where seven (7) day coverage is required. Nothing herein contained shall be interpreted to eliminate overtime pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. The City and Union agree employees shall not normally be required to work over twelve (12) continuous hours, however, if an employee is required to work sixteen (16) or more continuous hours, said employee shall receive an additional four (4) hours paid time off not to be deducted from vacation or sick leave.
- 9.2 By mutual agreement between the City and the Union, the City may establish alternate work weeks.
- 9.3 One and one-half times (1½) the regular straight time rate will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week. In no case shall overtime pay be paid twice for the same hours worked.

- 9.4 CITY agrees that each permanent full-time employee will be given the opportunity of working at least forty (40) hours in each work week except those in which any of the holidays provided for herein occur; during work weeks in which any said holidays fall upon any work day, CITY agrees that each permanent full-time employee will be given the opportunity of working thirty-two (32) hours in each work week specified herein. Holidays shall be counted as days worked in computing the initial forty (40) hours for overtime purposes. Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this Agreement.
- 9.5 Standby Time. An employee "on standby" on a holiday or regular day off shall be entitled to be paid for four (4) hours standby time at his regular hourly rate for every twenty-four (24) hours he is on standby and four (4) hours for every fifteen (15) hours on standby during the regular work week, provided however, that if such employee is called to work during such period, he shall be paid a minimum of two (2) hours "call back" time plus the "standby time pay".

ARTICLE 10

CALL BACK:

- 10.1 An employee called in for work at a time other than his (her) normal scheduled shift (off duty), will be compensated for a minimum of two (2) hours overtime up to 10:00 p.m. and after 6:00 a.m., and four (4) hours minimum at all other times, including holidays, paid at one and one half (1½) times the employee's regular pay rate. An employee called back to repair broken water and sewer mains, unplug sewer mains, or clear ice from water plant intake will be given a minimum of four (4) hours call back time regardless of time of day.

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

- 10.2 The CITY may assign such employee to any work which he (she) normally performs during the call back period.
- 10.3 Water Plant employees called in for work at a time other than his/her normal scheduled shift will be compensated two (2) hours at time and one-half (1½), in addition to their regular hours worked, unless the employee receives notice of the change at least eight (8) hours in advance. With at least eight (8) hours notice, employees do not receive additional compensation. Employees will receive at least fourteen (14) days advance notice prior to a change in the structure of the schedule.
- 10.4 Bargaining unit members who are required to make calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one-half (½) hour at one and one-half times their regular rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (½) hour, the employee will be paid for the actual time worked at one and one-half times their regular rate of pay.

ARTICLE 11

SENIORITY:

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

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

- 11.2 Seniority shall be determined first by craft and division, second by craft and third by other crafts covered by this Agreement.
- 11.3 Seniority shall be broken by (a) quit; (b) retirement; (c) discharge; (d) failure to report after layoff within fourteen (14) calendar days to the craft and division where his seniority was gained, following written notification to employee and UNION to return to work sent by the CITY by mail to their last known address; (e) absence from CITY employment for layoff for twelve (12) or more months; (f) absence from CITY employment due to an on-the-job injury for twelve (12) months.
- 11.4 No new permanent employees shall be hired in a craft or division until all laid off employees who retain seniority are recalled by seniority as explained in 11.2 above as long as the employee in question is qualified to perform the duties of the open job.
- 11.5 The City shall post any Crafts Council position opening that may arise in all departments for five (5) full working days (M-F), and send bargaining unit position announcements to the Unions if Human Resources receives notice of where to send them and to whom.

ARTICLE 12

PROBATIONARY PERIODS (FOR WORK EVALUATIONS ONLY):

- 12.1 All newly hired or rehired (after twelve (12) months absence) employees will serve satisfactorily a six (6) month probationary period.
- 12.2 All employees will serve a six (6) month probationary period in any dissimilar job in which the employee has not served a probationary period.
- 12.3 When an employee is considered marginal by the City an additional 30 day probationary period may be required upon approval of both City & Union.

- 12.4 At any time during the probationary period, a newly hired or rehired (after twelve (12) months absence) employee may be terminated at the sole discretion of the CITY.
- 12.5 If an employee is determined to be unqualified during a probationary period following a promotion or reassignment, said employee shall revert to his previous position or one of comparable pay and responsibility.

ARTICLE 13

HOLIDAYS:

- 13.1 Full-time employees shall be paid for eight (8) hours, or ten (10) hours if scheduled to work a ten (10) hour shift, at the regular hourly rate for the following holidays:
- a. New Year's Day, January 1;
 - b. Martin Luther King Jr. Day, 3rd Monday in January;
 - c. President's Day, 3rd Monday in February;
 - d. Memorial Day, last Monday in May;
 - e. Independence Day, July 4;
 - f. Labor Day, first Monday in September;
 - g. Veterans' Day, November 11;
 - h. Thanksgiving, fourth Thursday and Friday in November;
 - i. Christmas Day, December 25;
 - j. Every day in which a general election is held throughout the State (General Election Day).

Designated holidays falling on an employee's regular days off: employee shall either be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period. Employees required to work on these days will be paid at one and one-half (1½) times the regular hourly rate plus holiday pay.

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

the day after a holiday is observed or is terminated the day before a holiday is observed.

ARTICLE 14

VACATION:

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

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

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

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

In the case of vacation schedules, seniority shall govern by division with the most senior employee given first (1st) choice of when he shall take his vacation. Employee may split vacation provided that in no event may less than one week be taken at any time nor may more than two vacation periods be scheduled in any one calendar year, except that, with the approval of the division head, an employee may schedule as many as five (5) of his days to be taken one day at a time as long as all other vacation time is taken in at least one-week segments, and no more than two periods throughout the year. Seniority shall apply on the first full week or more selected, and does not apply on the remaining selections.

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

ARTICLE 15

SICK LEAVE:

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

15.2 Employee may take sick leave for the following reasons:

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

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

Abuse of sick leave shall be subject to disciplinary action.

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

1. Report 30 minutes prior to shift to his (her) division head or immediate

supervisor the reason for absence.

2. If the absence is for more than one (1) day in length, the employee must keep his (her) division head informed of his (her) condition.

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

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

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

15.8 Death Benefits. All personnel shall receive Public Employees' Retirement System death benefits which presently are as follows for the beneficiaries of members who die before retirement.

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

ARTICLE 16

TEMPORARY ASSIGNMENTS:

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

ARTICLE 17

REST BREAK:

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

ARTICLE 18

HEALTH BENEFITS:

18.1 The City agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium for each eligible employee covered by this Agreement into the City's Health Insurance Plan. Any additional premium charges after 7/1/06 and all increases in premiums for the duration of this Agreement will be shared to maintain the City's 90% contribution of the total premium and the employee's contribution of 10%.

	7/1/06	
	City	Employee
Single	\$619	\$10
Employee & Spouse	\$619	\$63
Employee & Child(ren)	\$619	\$60
Family	\$619	\$83

Effective 7/1/06 for those employees in the City's health insurance plan, a City health insurance contribution in the amount of \$619/mo. (at a rate of \$309.50/pay period) will be added to the employee's gross pay. As part of this collective bargaining agreement,

employees are required to authorize a payroll deduction from the employee's gross pay equal to the City's contribution of \$619/mo. (at a rate of \$309.50/pay period). This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees. The purpose of including the City's contribution amount of \$619/mo. in the employee's gross pay is solely for the purpose of augmenting the employee's eventual retirement benefit, and is not to result in additional net income to the employee. 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). It is also acknowledged that the inclusion of this contribution in the employee's gross pay does not by its nature affect overtime compensation, future pay increases, or other similar benefits.

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.

- a. The City reserves the right to add to, delete from, or modify the current benefit plan with no obligation to negotiate and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.

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

ARTICLE 19

SAFETY AND WELFARE:

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

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

The City Commission, City Manager, department heads and supervisors are charged with the responsibility to actively support and enforce the safety and loss control policy of the CITY. In addition, they are to implement and enforce all safety management directives, standards, reporting requirements and procedures recommended by the City's Safety Committee. All employees are responsible for carrying out all safety procedures, practicing safe work habits in performance of duties, and reporting all unsafe conditions, actions, or procedures to their immediate supervisor for the purpose of preventing accidental loss to any person or property. The CITY agrees to hold monthly safety meetings for each division upon request, or at a minimum, quarterly.

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

ARTICLE 20

SEVERANCE PAY:

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

ARTICLE 21

POSTING OF STATE LAW:

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

ARTICLE 22

JURY DUTY:

An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the CITY. Juror fees shall be applied against the amount due the employee from the CITY. An employee may elect to charge the juror

time off as annual leave and not remit the juror fees to the CITY. The CITY may request the Court to excuse an employee summoned for jury duty if needed for proper operations of the CITY.

An employee dismissed before two (2:00) p.m. will be required to report back to work if not on annual leave.

ARTICLE 23

LEAVE OF ABSENCE:

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

ARTICLE 24

HOT MEAL:

In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime he shall be provided a hot meal by the CITY and given a reasonable amount of time to eat.

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

Employees who are called out on weekends or on scheduled days off and are not given a minimum of one (1) hour to report shall be allowed hot meals as scheduled above. Employee will not be paid for time utilized to eat over one-half (1/2) hour.

For health purposes, all employees shall be provided clean up facilities prior to meals. Morning meal limited to \$7.50 and evening meal to \$10.00 for the term of the agreement. Employees who work a twelve (12) hour shift shall be allowed a meal allowance of \$10.00.

ARTICLE 25

LONGEVITY:

For purposes of longevity only, time shall be computed and start July 1, 1970, and the following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated.

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

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

Longevity pay will be paid to the eligible employees in a lump sum amount once each year in December for any longevity pay earned as of the previous June 30th. Upon request, longevity pay to be in separate check to the employee.

ARTICLE 26

AFFIRMATIVE ACTION POLICY:

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

ARTICLE 27

WAIVER AND AMENDMENT CLAUSE:

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

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

ARTICLE 28

SAVINGS CLAUSE:

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

ARTICLE 29

DURATION:

This Agreement shall continue in full force and effect until June 30, 2008. Thereafter, the agreement shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to June 30, 2008 or sixty (60) days prior to the end of any twelve (12) months effective period either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least forty-five (45) days prior to the expiration date of the Agreement, meetings to consider such changes be held by the parties.

SCHEDULE B

SPECIAL CONDITIONS

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

1. SHIFT DIFFERENTIAL: In those divisions where shifts are established, there shall be paid in addition to the regular hourly wage, a shift differential of fifty cents (50¢) per hour for the evening shift and seventy cents (70¢) per hour for the midnight to morning shift. For shift differential pay calculation, the evening shift rate will be from 4:00 p.m. to midnight and the midnight to morning rate from midnight to 8:00 a.m. Employees assigned to special work schedules will only be paid the shift differential for that shift when they actually work the shift.
2. UNION PENSION PLAN: The CITY agrees to pay directly to any pension plan designated by any of the UNIONS that are a party to this Agreement an amount specified by said UNION for all hours compensated for by the CITY. This payment shall be in lieu of an equal amount of base pay.
3. LEADWORKER: A leadworker, designated by the CITY, shall be paid sixty cents (60¢) per hour over the regular rate.
4. UNIFORMS: The CITY will provide two (2) new uniforms at the time of hire for Water Meter Readers, Head and Asst. Head Stationary Engineers and Custodians assigned to the Community Development Department and will replace them as needed within thirty (30) days provided that the employee shows proof of need and surrenders the old uniform upon replacement, not to exceed four (4) uniforms in any twelve (12) month period. A uniform shall consist of shirt and pants. Said uniforms shall be worn only during normal work hours.
5. APPRENTICESHIP: It is agreed that if the CITY should, in the future, seek to institute an apprenticeship plan, the parties hereto will negotiate an apprenticeship agreement which recognizes and includes the Federal Apprenticeship Standards. When the apprenticeship agreement has been

negotiated and agreed to by the parties, it shall be attached hereto and made a part of this Agreement. In the establishment of an apprenticeship program, no rules will be adopted which conflict with the terms of this collective bargaining agreement.

6. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System as provided by State Law.

7. SPECIAL CONDITIONS - SANITATION DIVISION:

a. Holiday Pick Up: There will be no refuse collection scheduled on the following holidays except in an emergency situation: New Year's Day, Labor Day, Christmas Day.

8. TOOL ALLOWANCE: All special automotive, heavy equipment, and heavy duty tools such as torque wrenches, test equipment, hydraulic equipment, spray equipment, or pneumatic tools required by the CITY shall be furnished by the CITY. Each mechanic covered by this Agreement shall be required to furnish a normal complement of hand tools, but this does not include expendable tools such as taps, drills, dies, hacksaw blades, cutting chisels, files and easyouts. Tools normally furnished by the employee, which are worn out or broken on the job shall be replaced or repaired by the CITY with tools of same/comparable quality. Evidence of tools worn or broken on the job shall be furnished the CITY before replacement or repair can be made.

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

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

The following will apply to these classifications:

- a. No pension contribution will be made for employees hired to work in these classifications.
- b. Classifications established for Park and Recreation and Public Works Departments.

- c. An employee may be assigned under this classification for any period of time up to nine (9) months without concurrence of the UNION. The Seasonal Laborers will be notified in writing at the time of their termination of their eligibility for re-hire. It will be the employee's responsibility to make application at the Human Resources Department and maintain current address and phone number.
- d. Employees in these classifications shall be able to take vacation as per Article 14.
- e. Employees in the classification assigned to the Golf Division of the Park and Recreation Department will receive the Park Maintenance Worker I rate of pay when operating the following equipment: and the Seasonal Golf Laborer rate of pay at all other times.
 front-end loader (excluding buckets under one cubic yard), and other equipment with a loader attachment on it, when operating the loader;
 backhoe; chain saw;
 Any new or added equipment equivalent to those listed above operated by Golf Division employees shall be paid at the Parks Maintenance Worker I rate of pay.
- f. Employees in this classification assigned to the Public Works Department may perform weed control with non-riding equipment, snow removal by hand shoveling/non-riding equipment.

IN WITNESS WHEREOF, the UNION and the CITY have caused this Agreement to be executed in their names by the duly authorized representatives at Great Falls, Montana, this __ day of ____, 2006.

FOR THE CITY OF GREAT FALLS:

FOR THE UNIONS:

Construction and General
Laborers #1686

John Lawton, City Manager

Operating Engineers #400

ATTEST:

Intl. Assn. of Machinists
District #86

City Clerk

Teamsters #2

(SEAL OF CITY)

PNWRC of Carpenters

Reviewed for Legal Content:
CITY ATTORNEY

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

DATE JUNE 20, 2006

ITEM AWARD BID: INTERACTIVE FIREARM TRAINING SYSTEM

INITIATED BY GREAT FALLS POLICE DEPARTMENT

ACTION REQUESTED AWARD BID

PRESENTED BY Tim Shanks, Captain, Support Services

APPROVED BY Cloyd Grove, Chief of Police

- - - - -

RECOMMENDATION:

Staff recommends the bid for the Interactive Firearm Training System be awarded to Advanced Interactive Systems (AIS). Advanced Interactive Systems bid \$72,628.00.

MOTION:

“I move the City Commission award the bid for the Interactive Firearm Training System”.

SYNOPSIS:

Bids were opened June 7, 2006 with two vendors submitting bids. Advanced Interactive Systems bid \$72,628.00. IES Interactive Training submitted a personal check for the bid bond, the bid will be returned. The Great Falls Police Department was awarded an \$80,000 U.S.Congress appropriation to purchase an Interactive Firearm Training System.

BACKGROUND:

In 2004, the Great Falls Police Department submitted a proposal through Congressman Denny Rehberg’s office requesting assistance in obtaining an appropriation for an Interactive Firearm Training System. In November of 2005 the police department was contacted by a representative of Congressman Rehberg’s Billings office requesting the proposal be re-submitted. The proposal was submitted and in February 2006 the police department was notified that Congress appropriated \$80,000.00 for the purchase of an Interactive Firearm Training System. The Interactive Firearm Training System will be used as a training tool for Great Falls Police Department officers as well as regional agencies and their officers.

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS MT 59403

**GREAT FALLS POLICE DEPARTMENT
 INTERACTIVE FIREARM TRAINING SYSTEM**

Project Number
 Bids Taken at Civic Center
 Date: June 7, 2006
 Tabulated By: Kelly Audet
 Page 1 of 1

NAME & ADDRESS OF BIDDER	<u>Bid Security</u> Affidavit of Non- Collusion	Acknowledge Addendum #1	Delivery Date	<u>Warranty</u> Second Year Warranty Price	<u>Total Bid</u> Price	Make	Model
Advanced Interactive Systems	<u>CC \$7,682.80</u> √	√	45 Days ARO	<u>1 Yr. Full Covg.</u> \$11,515.00	\$72,628.00	PRISim	L400DT
IES Interactive Training	Bid returned – Personal Check was submitted for bid bond						

GFPD INTERACTIVE FIREARM TRAINING SYSTEM

1. IES Interactive Training
ATTN: Jesse Wimmer
8250 E. Park Meadows Drive #100
Littleton CO 80124
1-800-662-1212
www.ies-usa.com

2. AIS Advanced Interactive Systems
ATTN: Jim Ramos
665 Andover Park West
Seattle WA 98188-3321
1-800-441-4487 x 1744
www.ais-sim.com

3. FATS, Inc.
ATTN: Humberto Peres
7340 McGinnis Ferry Road
Suwanee GA 30024
1-800-813-9046
www.fatsinc.com

4. Action Target
ATTN: Scott McGregor
P.O. Box 636
Provo UT 84603
1-888-377-8033 x174

AGENDA REPORT

DATE June 20, 2006

ITEM: CONSTRUCTION CONTRACT AWARD: 13TH STREET NORTH WATER MAIN REPLACEMENT, O. F. 1446

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: CONSIDER BIDS AND AWARD CONTRACT

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

MOTION: "I move the City Commission award a contract in the amount of \$108,791.00 to Geranios Enterprises, Inc. for the 13th Street North Water Main Replacement, O. F. 1446, and authorize the City Manager to execute the construction contract documents."

PROJECT TITLE: 13th Street North Water Main Replacement, O. F. 1446

RECOMMENDED CONTRACTOR: Geranios Enterprises, Inc.

CONTRACT AMOUNT: \$108,791.00

ENGINEER'S ESTIMATE: \$112,074.25

START DATE: Projected for July 2006

COMPLETION DATE: September (30 Calendar Days)

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

SYNOPSIS: This project will replace portions of the water system located in 13th Street North from 8th Avenue North to 10th Avenue North. There are a high number of main breaks in this area.

Two bids were received and opened for this project on June 7, 2006. The bids ranged from \$108,791.00 to \$168,378.84.00. The attached bid tabulation summarizes this information. Water utility funds are available for this project.

BACKGROUND: This project is part of a continuing improvement program to replace old and deteriorated water mains in many areas around the City. Water main breaks have damaged the railroad right-of-way, roadway and disrupted water service to local residences. The breaks are primarily due to corrosive soils, age of the pipe, and the type of pipe material used. This project, which is identified in the City's Water Capital Improvement Plan, will replace approximately 920 lineal feet of 6 and 8 inch deteriorated cast iron pipe with PVC water main, and will also include a bore underneath the railroad right-of-way. Other improvements include installation of new fire

hydrants and replacement of non-copper water services.

The cost of water main replacement work is continuing to rise due to fuel and steel price increases. Since petroleum is also used to make PVC, pipe prices have also increased. Increases in prevailing wage rates also are a contributing factor.

City engineering staff completed the project design and will perform construction inspection and contract administration duties.

Attachment: Bid Tabulation Summary

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

BID TABULATION SUMMARY
 13th Street North Water Main Replacement
 O.F. 1446

Project Number _____
 Bids Taken at Civic Center
 Date: June 7, 2006
 Tabulated By: Kari Wambach

	Name & Address of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	10% Bid Security	Affidavit of Non-Collusion	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	Geranios Enterprises, Inc. 210 4th Avenue North Great Falls, MT 59401	√	√	√	√	√	√	\$108,791.00
2	Apple Valley Backhoe Service 1313 4th Avenue N.W. Great Falls, MT 59404	√	√	√	√	√	√	\$168,378.84
3								
4								
5								
6								
7								
8								
9								
10	Engineer's Estimate							\$112,074.00

AGENDA REPORT

DATE June 20, 2006

ITEM: FINAL PAYMENT – SOUTHWEST SIDE WATER MAIN REPLACEMENT, O. F. 1432

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: APPROVE FINAL PAY REQUEST

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION: Staff recommends Final Payment to Phillips Construction and the State Miscellaneous Tax Fund for the Southwest Side Water Main Replacement, O. F. 1432.

MOTION: "I move the City Commission approve Final Payment for the Southwest Side Water Main Replacement, O. F. 1432, in the amount of \$24,791.38 to Phillips Construction, and \$250.42 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

SYNOPSIS: The City Commission awarded a contract on October 4, 2005 in the amount of \$511,153.00, to Phillips Construction for the Southwest Side Water Main Replacement, O. F. 1432.

City staff has verified that Phillips Construction has completed all work and punch list items in accordance with the plans and contract. The City can accept the project and execute the Final Payment. The final project cost is \$500,836.00, which is \$10,317.00 under the amount awarded. The project was completed within the contract time.

BACKGROUND: The project was initiated by the Utilities Division to replace the deteriorating water mains in the area. This water main replacement project was funded through the City's Water Capital Improvement Plan. A total of 4,280 lineal feet of 8-inch and 12-inch water main was replaced.

The replaced water mains are located in 3rd Avenue SW from 9th Street SW to 11th Street SW; 9th Street Southwest from 4th Avenue SW to 3rd Avenue SW; 1st Avenue SW from 6th Street SW to 7th Street SW; 1st Avenue SW from 9th Street SW to 10th Street SW; 2nd Avenue SW from 9th Street SW to 10th Street SW; 5th Street SW from 4th Avenue SW to 6th Avenue SW; and 5th Avenue SW from 6th Street SW to 4th Street SW.

City staff designed the project, performed contract management, and construction inspection. The two year warranty period started on May 24, 2006.

Attachments: Final Pay Request

**CITY OF GREAT FALLS, MONTANA
A G E N D A R E P O R T**

AGENDA # 12
DATE June 20th, 2006

Item: Execute City/County Interlocal Agreement

Initiated By: Information Technology

Action Requested: Authorize City Manager to Execute Contract

Presented By: Coleen Balzarini, Fiscal Services Director

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RECOMMENDATIONS:

Staff recommends that the City Commission authorize the City Manager to execute the contract between the City of Great Falls and Cascade County.

MOTIONS:

I move that the City Commission authorize the City Manager to execute the contract between the City of Great Falls and Cascade County (regarding Rural Addressing).

SYNOPSIS:

This contract is for FY 2006 and includes 25% of the Addressing Coordinator's salary (\$9290), 100% vehicle allowance (\$500) and 75% Addressing Supplies (\$2250-\$3750).

The Addressing Coordinator position is responsible for the review and processing of address assignments, road naming for subdivisions, plats, certificate of surveys and individual physical address assignments for all of rural Cascade County.

BACKGROUND:

Rural Cascade County addressing is a function of the City Mapping office. Cascade County has supported this effort in the past by giving the city resources to continue address assignments in rural areas. This agreement specifies those resources.

AGENDA REPORT

DATE June 20, 2006

ITEM Appointment, Library Board

INITIATED BY City Commission

ACTION REQUESTED Appoint One Member

PRESENTED BY City Commission

RECOMMENDATION: It is recommended that the City Commission appoint one new member to the Library Board for a five-year term, beginning July 1, 2006, and expiring June 30, 2011.

MOTION: I move the City Commission appoint _____ to the Library Board for a five-year term, beginning July 1, 2006, and expiring June 30, 2011.

SYNOPSIS: The term of Tom Matsko expires on June 30, 2006. Mr. Matsko was appointed in 1996 and reappointed in 2000, for five-year terms. He is not eligible for reappointment.

BACKGROUND: The Library Board oversees the Library policies and operations including book policies and service to the City, County, and pathfinder Federation of Libraries. Members serve for five-year terms, but no more than two full terms in succession, exclusive of time served on any unexpired term.

Continuing members on this board are:

- Paul B. Comer
- Penny A. Hughes-Briant
- Mark Meyer
- Bunny Albers

Citizens interested in serving on this board are:

- Kendall G. Cox
- Maxima S. Cox
- Nicole R. Johnson
- John Kranick
- Leonard E. Nopen
- Judy K. Riesenberg