



Revised

City Commission Agenda

for
May 16, 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

National Public Works Week
Montana Click It or Ticket

NEIGHBORHOOD COUNCILS

1. Miscellaneous reports and announcements.

PUBLIC HEARINGS

2. Final Plat and Annexation Agreement all related to Discovery Meadows Addition Phase 2 (Property located along 48th Street North and directly north of Discovery Meadows Addition Phase 1).
(Presented by Ben Rangel)
 - A. Res. 9562, Resolution to annex said property. Action: Conduct public hearing and adopt or deny Res. 9562.
 - B. Ord. 2936, Establishes City zoning of R-3 Single-family high-density district with a conditional use permit for 2-family residences to property. Action: Conduct public hearing and adopt or deny Ord. 2936.
3. Beebe Tracts 22 & 23 and the Western Portion of Tract 21 (property located along the north side of 3rd Avenue South between 44th and 46th Streets). **(Presented by Ben Rangel)**
 - A. Res. 9563, Resolution to annex said property. Action: Conduct public hearing and adopt or deny Res. 9563.
 - B. Ord. 2937, Establishes City zoning of R-3 Single-family, high-density District with a conditional use allowing a worship facility to property. Action: Conduct public hearing and adopt or deny Ord. 2937.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

4. Ord. 2938, Rezone Lots 4-7, Block 738, Tenth Addition to Great Falls. Rezones property from R-3 Single-family high density district to C-1 Neighborhood commercial district. Action: Accept Ord. 2938 on first reading and set public hearing for June 6, 2006. **(Presented by: Ben Rangel)**
5. Res. 9568, Resolution Relating to Electric City Power, Inc., Establishing a Financial Assurance Reserve Fund and Determining the Use of Such Funds. Authorizes the establishment of a financial assurance reserve fund in the amount of \$100,000 as security for residential and small commercial electric supply customers for Electric City Power, Inc. Action: Adopt or deny Res. 9568. **(Presented by: Coleen Balzarini)**

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

6. Minutes, May 2, 2006, Commission meeting.
7. Total Expenditures of \$1,128,156 for the period of April 25-May 9, 2006, to include claims over \$5000, in the amount of \$626,658.
8. Contracts list.
9. Set public hearing for June 6, 2006, on Res. 9569, Conditional Use Permit for Lot 7, Block 467, First Addition to Great Falls (600 13th Street South).
10. Set public hearing for June 6, 2006, on Res. 9573, Zoning Permit/Determination Fee.
11. Approve Change Order No. 1 in the amount of \$1,946 and Final Payment in the amount of \$2,642 to McLees Incorporated and the State Miscellaneous Tax Division for the Community Recreation Center Roof.
12. Award Construction Contract to Ed Boland Construction in the amount of \$824,100 for the 1st and 2nd Avenues North Water Main Replacement project.
13. Award contract to Dave Kuglin Construction in the amount of \$428,780 for the Sludge Basin Rehabilitation Project, Phases Two and Three.
14. Approve construction contract to Birkenbuel Construction for construction of sand bunkers and mounds on four holes at Eagle Falls Golf Club in the amount of \$20,900.
15. Reject bid for the Interactive Firearm Training System.
16. Approve Labor Agreement with the Montana Public Employees Association

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

BOARDS & COMMISSIONS

17. Appointment, Golf Advisory Board. Appoint one member as an At-Large representative to the Golf Advisory Board to fill the remainder of a three-year term expiring March 31, 2007.

18. Appointment, Advisory Commission on International Relationships.
Appoint one member to fill the remainder of a three-year term through March 31, 2008.
19. Miscellaneous reports and announcements.

CITY MANAGER

20. Miscellaneous reports and announcements.

CITY COMMISSION

21. Miscellaneous reports and announcements.

PETITIONS AND COMMUNICATIONS

22. Miscellaneous reports and announcements.

ADJOURN

AGENDA REPORT

DATE May 16, 2006

ITEM Public Hearing – Resolution No. 9562, Ordinance No. 2936, Final Plat and Annexation Agreement all related to Discovery Meadows Addition Phase 2

INITIATED BY Discovery Meadows Inc., Property Owner and Developer

ACTION REQUESTED Commission Adopt Resolution No. 9562 and Ordinance No. 2936, Approve Final Plat and Annexation Agreement

PREPARED BY Charles Sheets, Planner I

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

RECOMMENDATION:

It is recommended the City Commission approve the final plat and annexation of Discovery Meadows Addition Phase 2 and assign a zoning classification of R-3 Single-family high-density district, upon annexation to the City and approve a conditional use permit to allow two-family residences to be constructed on subject lots, subject to the Planning Board's recommendations.

MOTION: (Each motion to be separately considered):

"I move the City Commission adopt Resolution No. 9562 and approve the final plat and Annexation Agreement all related to Discovery Meadows Addition Phase 2."

and

"I move the City Commission adopt Ordinance No. 2936."

SYNOPSIS:

Resolution No. 9562 annexes Discovery Meadows Addition Phase 2, which consists of 3.20 acres and 10 lots.

Ordinance No. 2936 assigns a zoning classification of R-3 Single-family high-density district and provides a conditional use permit allowing two-family residences on lots within Discovery Meadows Addition Phase 2, upon annexation to City.

BACKGROUND:

Discovery Meadows Addition Phase 2 is located along 48th Street North and directly north of Discovery Meadows Addition Phase 1, which was final platted and annexed to the City in 2001. The developer will install standard City paving, curb, gutter and sidewalks along an extension of 48th Street, which will end in a cul-de-sac. The final plat also provides for a segment of 8th Avenue North.

For review purposes, please refer to Exhibit "A" attached to Resolution No. 9562 and an attached reduced copy of the final plat of Discovery Meadows Addition Phase 2.

City water and sanitary sewer mains are proposed to be installed to City standards. The final plat continues an existing 50-foot city utility easement abutting the west boundary of the subdivision and accommodates a gas line in the proposed 8th Avenue North. The subdivision plat perpetuates a general 10-foot wide utility easement along the three exterior boundaries.

Surface drainage from the subdivision will flow southerly to existing storm sewer drains in 7th Avenue North.

The final engineering documents relative to the final plat of Discovery Meadows Addition Phase 2 have been prepared by the project engineer and are in the process of being submitted to the City Engineer. Staff

concludes that the basic conditions set forth in the conditional approval of the preliminary plat are being met by the developer in the overall process of final plat, final engineering and Annexation Agreement preparation for Discovery Meadows Addition Phase 2.

The City–County Planning Board had previously recommended the subdivision be assigned a zoning classification of “A” Residence Use, “B” Area District on the preliminary plat. With the adoption of the Unified Land Development Code approved by the City Commission September 6, 2005, the classification of the area would be “R-3” Single-family high density. The applicant additionally requests that Block 2, consisting of eight lots be granted a conditional use permit to allow duplexes to be constructed in the proposed Block 2 of Discovery Meadows Addition Phase 2.

Criteria that are to be considered for the annexation, establishing of city zoning and evaluation of a conditional use permit are as follows:

The City’s new Unified Land Development Code (ULDC) lists the following criteria to be considered in conjunction with an annexation being processed in accordance with Annexation by Petition (Title 7, Chapter 2, Part 46, MCA):

- 1) The subject property is contiguous to the existing city limits.
- 2) The proposed annexation is consistent with the city’s growth policy.
- 3) The proposed annexation is consistent with applicable neighborhood plans, if any.
- 4) The proposed annexation is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan, and sub-area plans.
- 5) The City has, or will have, the capacity to provide public services to the subject property.
- 6) The subject property has been or will be improved to City standards.
- 7) The owner(s) of the subject property will bear all the cost of improving the property to City standards and/or the owner(s) has signed an agreement waiving the right to protest the creation of a special improvement district created to pay, in whole or in part, any necessary improvement.
- 8) The subject property has been or will be surveyed and officially recorded with the County Clerk and Recorder.
- 9) The City will provide both water and sewer service to each of the uses in the subject property that may require potable water and wastewater treatment and disposal.
- 10) The subject property is not located in an area the City Commission has designated as unsuitable for annexation.
- 11) The subject property is not located in another city or town.
- 12) The subject property is not used in whole or in part for agricultural, mining, smelting, refining, transportation or any other industrial or manufacturing purpose incidental thereto.

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.

For evaluation purposes, the Unified Land Development Code lists the seven following criteria to be applied to a request for a conditional use permit.

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 it is located, except as such regulations may, in each instance, be modified by the City Commission.

Subject property is located on the fringe of the City, which has been attracting development. The subdivision is a natural projection of urban growth.

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

Staff concludes all of the above-mentioned annexation, zoning and conditional use permit criteria are substantially met.

At the conclusion of a combined public hearing held March 14, 2006, the Planning Board/Zoning Commission made two separate recommendations, as follows:

The Planning Board, unanimously recommend the City Commission approve final plat and the annexation to the City of Great Falls of Discovery Meadows Phase 2, a subdivision in Section 4, Township 20 North, Range 4 East, Cascade County, Montana subject to the Zoning Commission adopting Recommendation II subject to the following conditions:

- 1) The applicant shall execute an Annexation Agreement acceptable to the City of Great Falls and shall submit the appropriate supporting documents referenced in the Agreement.
- 2) All applicable fees and charges due as a consequence of either plat or annexation approval shall be paid by the applicant.
- 3) Any errors or omissions on the final plat noted by staff shall be corrected.
- 4) Final engineering documents for required public improvements to serve the subdivision are subject to approval by the Public Works Department.

and;

The Zoning Commission, unanimously recommended the City Commission approve establishing a City zoning classification of R-3 Single-family high density district upon Discovery Meadows Phase 2 upon annexation to the City and approve a conditional use permit to allow two-family residences to be constructed on the lots therein.

Attachments: Resolution No. 9562
Ordinance No. 2936
Reduced Copy of Drawing Portion of Final Plat
Annexation Agreement (Not available online. On file in the City Clerk's Office)

cc: Discovery Meadows Inc, 1725 41st St

RESOLUTION NO. 9562

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE DISCOVERY MEADOWS ADDITION PHASE 2, LOCATED IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED HEREINBELOW; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

* * * * *

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

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

Discovery Meadows Addition Phase 2, located in Section 4, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and containing 3.20 acres,

all as shown on the map attached hereto marked Exhibit "A" and by this reference made a part hereof, and according to the final plat of Discovery Meadows Addition Phase 2; and,

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

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

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

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

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "DISCOVERY MEADOWS ADDITION PHASE 2, LOCATED IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

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

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of May, 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)

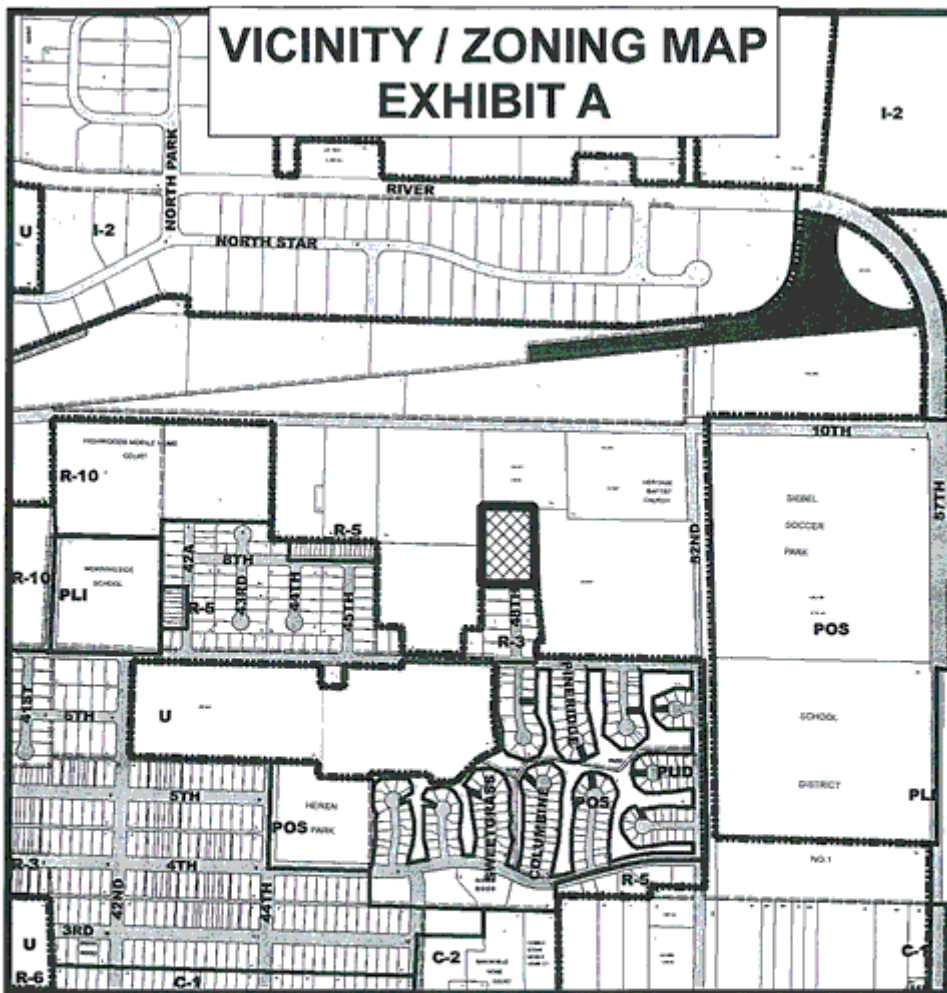
I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution No. 9562 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 16th day of May, 2006, wherein it was approved by said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 16th day of May, 2006.

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

VICINITY / ZONING MAP EXHIBIT A



- City Limits
- STREETS
- RAIL ROAD ROW
- PARCELS OUT OF CITY LIMITS
- R-3 Single-family high density
- C-2 General commercial
- R-6 Multi-family medium density
- R-8 Multi-family high density
- U-10 Mobile home park
- C-1 Neighborhood commercial
- M-1 Mixed-use district
- M-2 Mixed-use transitional
- PLI Public Lands and Institutional
- POS Parks and Open Space
- PUD Planned unit development
- I-1 Light industrial
- I-2 Heavy industrial
- U Unincorporated



PROPOSED DISCOVERY MEADOWS PHASE 2

680 340 0 680 Feet



ORDINANCE NO. 2936

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT AND A CONDITIONAL USE PERMIT TO ALLOW TWO-FAMILY RESIDENCES TO BE BUILT, WITHIN DISCOVERY MEADOWS ADDITION PHASE 2, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, Discovery Meadows Inc., has petitioned the City of Great Falls to annex Discovery Meadows Addition Phase 2, located in the SE¼ of Section 4, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana; and,

WHEREAS, Discovery Meadows Inc., has petitioned a conditional use permit be granted to allow two-family residences to be built on the lots within Discovery Meadows Addition Phase 2, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of R-3 Single-family high density district and of a conditional use permit to allow two-family residences to be built on the lots within said Discovery Meadows Addition Phase 2, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 16th day of May, 2006, before final passage of said Ordinance herein; and,

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

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

Section 1. That the zoning of Discovery Meadows Addition Phase 2, be designated as R-3 Single-family high-density district classification.

Section 2. That a conditional use permit be granted to allow two-family residences to be built on the lots within the subdivision.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing Discovery Meadows Addition Phase 2 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 16th day of May, 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. 2936 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 16th day of May, 2006, wherein it was approved by said City Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 16th day of May, 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 16th day of May, 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. 2936 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

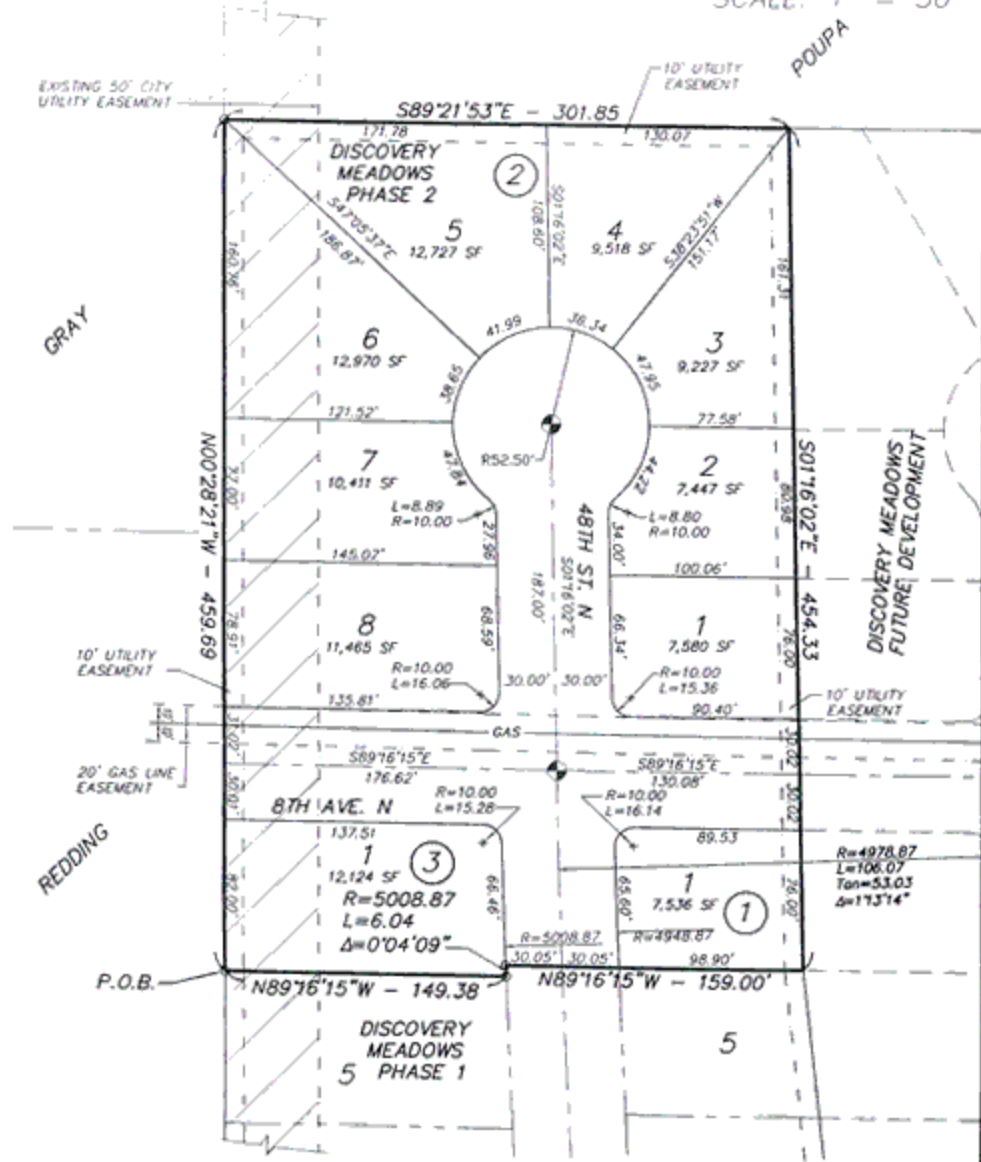
- On the Bulletin Board, first floor, Civic Center Building;
- On the Bulletin Board, first floor, Cascade County Court House;
- On the Bulletin Board, Great Falls Public Library

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

PLAT OF
DISCOVERY MEADOWS ADDITION
PHASE 2

TO THE CITY OF GREAT FALLS
A SUBDIVISION IN THE NE¼ SEC 4, T20N, R4E,
P.M., MT., CASCADE COUNTY, MONTANA



AREAS

SWEETS	36.04 SF	4.88 ACRES
LOT	30.80 SF	4.22 ACRES
BLK	136.99 SF	1.26 ACRES

T/4	SEC	TSP	RGE
SW	4	T20N	R4E
SE			
NE			
NW			

WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS
P.O. BOX 1106, GREAT FALLS, MONTANA 59404

JOB NO.	0008
F.R. NO.	00
FILE	11/17/14
DATE	11/08

VICINITY / ZONING MAP



Legend

- City Limits
- STREETS
- RAIL ROAD ROW
- PARCELS OUT OF CITY LIMITS
- ZONING**
- Base Zoning Districts**
- R-3 Single-family high density
- R-5 Multi-family medium density
- R-10 Mobile home park
- POS Parks and Open Space
- PUD Planned unit development
- I-2 Heavy industrial
- U Unincorporated



PROPOSED DISCOVERY MEADOWS PHASE 2



AGENDA REPORT

DATE May 16, 2006

ITEM Public Hearing – Resolution No. 9563 to Annex and Ordinance No. 2937 to Establish City Zoning Upon Beebe Tracts 22 & 23 and the Western Portion of Tract 21

INITIATED BY Roman Catholic Bishop of Great Falls, Property Owner

ACTION REQUESTED Commission Adopt Resolution No. 9563 and Ordinance No. 2937 and Approve Annexation Agreement all related to Beebe Tracts 22 & 23 and the Western Portion of Tract 21

PREPARED BY Bill Walters, Senior Planner

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

RECOMMENDATION:

The Planning Board early last year recommended the City Commission assign a zoning classification of “B” Residence Use, “B” Area District, to Beebe Tracts 22 and 23 and the westerly portion of Tract 21, upon annexation to the City. With the advent of the new Unified Land Development Code during the interim, a comparable zoning assignment is R-3 Single-family high density district with a conditional use allowing a worship facility.

MOTION (Each motion to be separately considered):

“I move the City Commission adopt Resolution No. 9563 and approve the Annexation Agreement related to Beebe Tracts 22 and 23 and the westerly portion of Tract 21.”

and

“I move the City Commission adopt Ordinance No. 2937.”

SYNOPSIS:

Resolution No. 9563 annexes Beebe Tracts 22 and 23 and the westerly portion of Tract 21 and Ordinance No. 2937 assigns a zoning classification of R-3 Single-family high density district, upon annexation of same to City. Subject property is located along the north side of 3rd Avenue South between 44th and 46th Streets. The Annexation Agreement contains terms and conditions associated with the annexation. The Catholic Church intends to construct a worship facility on the property.

BACKGROUND:

The Planning Office is in receipt of applications from the Roman Catholic Bishop of Great Falls, regarding the following:

- 1) Annexation to the City of Great Falls of Parcel Mark Nos. 22 and 23 and the westerly portion of 21, Beebe Tracts, in the SW1/4NE1/4 of Section 9, Township 20 North, Range 4 East, Cascade County, Montana.
- 2) Rezoning the 8.72 acres requested to be annexed to the City from the current County "A" Agricultural District to a City zoning classification permitting construction of a worship facility.

Said 8.72 acres requested to be annexed is located along the north side of 3rd Avenue South between 44th and 46th Streets. The applicant intends to construct a church and accompanying parking lots upon subject property.

For additional information, please refer to the vicinity/zoning map attached to Resolution No. 9563 as Exhibit "A" and the preliminary site plan attached to the Annexation Agreement as Exhibit "A".

Access to subject property is from the abutting 44th Street South and 3rd Avenue South which are fully improved and maintained by the City. Reimbursement is owed to the City for subject property's proportionate share of the costs for improving the abutting portion of 3rd Avenue South by SID 1232. Beebe Tract 22 has an assessment of \$9,089.09 and Beebe Tract 23 has an assessment of \$8,991.35 for a total reimbursement owed City of \$18,080.44.

An 8-inch water main is located in the abutting portion of 44th Street South and 6-inch and 24-inch water mains are located in the abutting portion of 3rd Avenue South. A 10-inch sanitary sewer main is located in the abutting portions of 44th Street and 3rd Avenue South. According to the attached preliminary site plan, the property's surface runoff will be directed to a proposed storm water detention facility near the northwest corner which will discharge into the storm sewer main in Clark Avenue.

Traffic Analysis:

Based upon a 23,000 sq ft church facility, trip generation is as follows:

- 23,000 sq. ft. x 9.11 trips/1000 sq. ft. = 210 (rounded) trips per weekday
- 23,000 sq. ft. x 10.37 trips/1000 sq. ft. = 239 (rounded) trips per Saturday
- 23,000 sq. ft. x 36.63 trips/1000 sq. ft. = 843 (rounded) trips per Sunday

It is assumed that the Phase I parking lot fulfills City parking requirements, and that the Phase II parking lot would only be constructed if future Church needs warranted development of same. Therefore, the traffic would be accessing the parking lot via 44th Street from either 3rd Avenue South or from the north via Central Avenue or 2nd Avenue North and 46th Street South. Since the church membership is fairly broad throughout the community, it is assumed that traffic would be relatively evenly distributed among the various feeder roadways (i.e., 3rd Avenue South (east and west), Central Avenue (east) and 2nd Avenue North/46th Street South (east and west).

Weekday traffic counts in the vicinity are:

	<u>Count</u>	<u>Year</u>
• 46 th Street South, just south of Central Avenue	1963	(02)
• 3 rd Avenue South, just east of 46 th Street South	2398	(02)
• 2 nd Avenue North, just east of 38 th Street North	8330	(02)
• 2 nd Avenue North, just west of 57 th Street North	7278	(00)

The functional classifications of roadways in the immediate area that would serve the proposed project are as follow:

- 44th Street South Local
- 46th Street South Collector
- 3rd Avenue South Collector
- Central Avenue Collector
- 2nd Avenue North Minor Arterial

In conclusion, the impacted roadways have enough capacity to accommodate the projected volumes. The projected trips per day generated by the proposed church would vary, depending upon the day of the week. However, even at the most extreme (843 trips on Sunday), the project would not have a significant impact upon neighboring roadways. The 843 Sunday trips would occur on a day when traffic is at its lowest – lower than the average weekday traffic counts shown above.

It is recommended the north approach for the proposed Phase I parking lot should be moved, if possible, to be aligned directly across from Clark Avenue for improved safety of turning movements.

The east approach for the Phase II parking lot appears to be quite close to the intersection of 46th Street South

and 3rd Avenue South. During the permitting process for the approaches, the relocation or even elimination of this approach should be considered. One relocation option would be to relocate it to 46th Street South, if legal access could be obtained.

Zoning Analysis:

Subject property is presently zoned in the County as “A” Agricultural District and the applicant has requested the property be rezoned to accommodate a worship facility.

Section 76-2-304 Montana Code Annotated lists criteria and guidelines which must be considered in conjunction with a proposed zoning or rezoning of 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.

The attached vicinity map also reflects the current zoning.

Subject property is surrounded by R-3 Single-family high density zoning district and is bordered on three sides by existing churches. The existing churches are considered legal nonconforming uses in the R-3 zoning district and the proposed worship facility upon subject Tracts 21 through 23 can be accommodated through granting of a conditional use permit.

Annexation of subject Tracts 22 & 23 and the remainder of Tract 21 will enhance health, safety, and welfare, through application of City Code and provisions of municipal services.

The Great Falls Growth Policy provides “annexation should be logical and efficient extension of the City’s boundaries and service area.” The Growth Policy also encourages infill development, which this project manifests as it is an unincorporated enclave surrounded by the City Limits.

As the annexation will result in development not out of character with existing abutting uses, staff concludes the above-cited criteria are substantially met.

Planning Board Recommendation:

The Planning Board conducted a public hearing on the annexation and rezoning of Beebe Tracts 22 and 23 and the westerly portion of Tract 21 on January 11, 2005. Mr. Jerry Boland of Holy Spirit Parish and Mr. Joe Loncki, Business Manager for the Catholic Diocese of Great Falls-Billings, represented the applicant and answered some questions from Board members. No proponents, opponents or public comments were presented during the hearing. At the conclusion of the hearing, the Planning Board passed a motion recommending the City Commission annex Beebe Tracts 22 and 23 and the westerly portion of Tract 21, rezoning subject parcels to “B” Residence Use, “B” Area District (now R-3 Single-family high density district with a conditional use permit allowing a worship facility), subject to the applicant fulfilling the following conditions:

- 1) Payment of all applicable fees owed as a condition of annexation approval.
- 2) Enter into an agreement with the City, agreeing to the typical terms and conditions associated with annexation including agreeing to:
 - a) install sidewalk around the property in conjunction with building permitting and as stipulated by the City Public Works Department;
 - b) prepare a detailed drainage plan and obtain City Public Works Department approval of same in conjunction with building permitting;
 - c) obtain City Public Works Department approval of location of approaches to parking lots (Based upon the attached site plan, the northerly approach to the Phase I parking lot should align with Clark Avenue and the easterly approach to the Phase II parking lot is situated too close to the intersection of 3rd Ave So and 46th St So.);
 - d) pay for applicable public roadway lighting facilities and street maintenance assessments; and
 - e) participate in the installation of, and pay for, proportionate share of future area wide storm drainage facilities.

The above two conditions have been fulfilled.

Attach: Res. No. 9563

Ord. No. 2937

Annexation Agreement (Not available online. On File in the City Clerk's Office.)

cc: Chuck Paul, Parish Administrator, 2816 Central Avenue, Great Falls, MT 59401
Joe Loncki, Business Manager, Diocese, 121 23rd St S
Jerry Boland, 104 2nd St S

RESOLUTION NO. 9563

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE BEEBE TRACTS 22 AND 23 AND THE WESTERLY PORTION OF TRACT 21, LOCATED IN THE SW1/4NE1/4 OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED HEREINBELOW; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

* * * * *

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

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

Beebe Tracts 22 and 23, described as all that part of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) of Section Nine (9), Township Twenty (20) North of Range Four (4) East of the Montana Principal Meridian in Cascade County, Montana, particularly described as follows:

Beginning at the Southeast corner, an iron pipe on the East and West center line of Sec. 9, Twp. 20 N., Rg. 4 East, whence the quarter section corner of the East boundary line of said sections bears North 88°25' East 1825.8 feet, thence South 88°25' West along said East and West center line 568.6 feet to Southwest corner, an iron pipe, thence North 1°00' West 670.4 feet to the Northwest corner, an iron pipe, thence North 88°22' East 531.4 feet to the Northeast corner, an iron pipe, thence South 4°11' East 671.5 feet to the Southeast corner, the place of beginning, as contained on Warranty Deed R0076437 filed of record in the Cascade County Clerk and Recorder's Office on 2/10/2004, and containing 8.47 acres, and

Portion of Beebe Tract 21, located in the SW1/4NE1/4 of Section 9, Township 20 North, Range 4 East, M.P.M., Cascade County, Montana, more particularly described as follows:

Beginning at a point on the East line of Section 9, T20N, R4E, which point bears North 2°45' West 672.65 feet from the East quarter corner of said Section 9; thence South 88°22' West 1495.5 feet to the NE corner of Tract 21, Beebe Tracts; thence South 4°02' East 671.7 feet along the East line of said Tract 21 to the North line of 3rd Avenue South; Thence South 88°25' West 344.3 feet along the North line of 3rd Avenue South to the West line of 46th Street South and the true point of beginning; thence North 0°06'40" East 671.92 along the West line of 46th Street South to the North line of said Tract 21; thence South 88°22' West 32.21 feet (M) (S88°12' West 29.36 feet (R)) to the NW corner of said Tract 21; thence South 02°37'32"E, 672.35 feet (M) (South 4°11' East 671.45 feet (R)) along the West line of said Tract 21 to the North line of 3rd Avenue South and the true point of beginning, as contained on Quit Claim Deed R0107438 filed of record in the Cascade County Clerk and Recorder's Office on 6/30/2005, and containing 0.25 acres, and

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

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

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

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

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

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "BEEBE TRACTS 22 AND 23 AND THE WESTERLY PORTION OF TRACT 21, LOCATED IN THE SW1/4NE1/4 OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of May, 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)

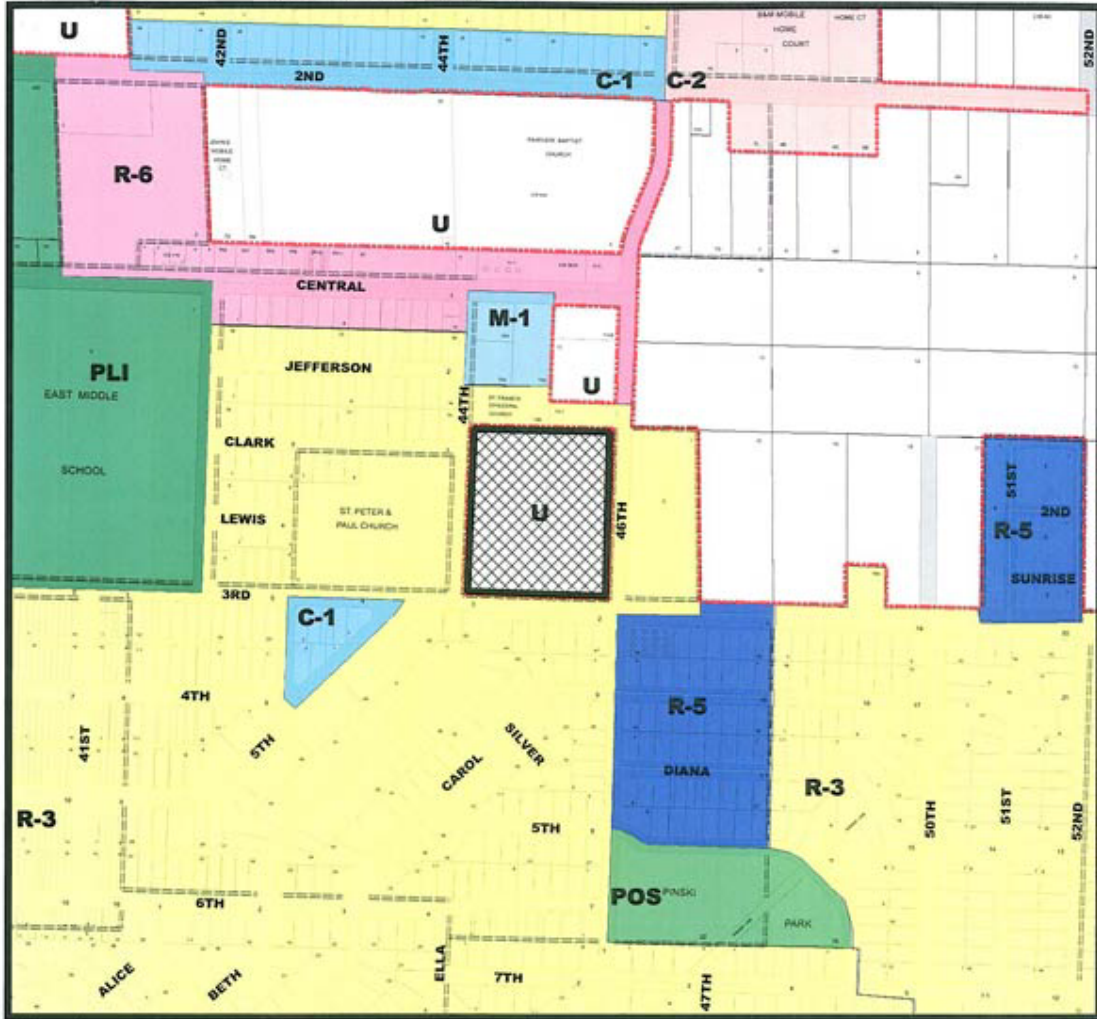
I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution No. 9563 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 16th day of May, 2006, wherein it was approved by said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 16th day of May, 2006.

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

VICINITY / ZONING MAP



- Legend**
- City Limits
 - STREETS
 - RAIL ROAD ROW
 - PARCELS OUT OF CITY LIMITS
- Zoning**
- Base Zoning Districts**
- R-3 Single-family high density
 - R-5 Multi-family medium density
 - R-5 Multi-family high density
 - C-1 Neighborhood commercial
 - C-2 General commercial
 - M-1 Mixed-use district
 - PLI Public Lands and Institutional
 - POS Parks and Open Space
 - PUD Planned unit development
 - U Unincorporated



AREA PROPOSED TO BE ANNEXED AND REZONED FROM COUNTY "AG" AGRICULTURAL TO THE CITY "R-3" SINGLE-FAMILY HIGH DENSITY DISTRICT WITH A CONDITIONAL USE PERMIT ALLOWING A WORSHIP FACILITY



EXHIBIT "A"



ORDINANCE NO. 2937

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT WITH A CONDITIONAL USE ALLOWING A WORSHIP FACILITY, FOR BEEBE TRACTS 22 AND 23 AND THE WESTERLY PORTION OF TRACT 21, IN SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, the Roman Catholic Bishop of Great Falls, has petitioned the City of Great Falls to annex Beebe Tracts 22 and 23 and the western portion of Tract 21, located in the SW1/4NE1/4 of Section 9, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana; and,

WHEREAS, the Roman Catholic Bishop of Great Falls, has petitioned said Beebe Tracts 22 and 23 and the western portion of Tract 21, be assigned a City zoning classification to accommodate a worship facility, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of R-3 Single-family high density district with a conditional use allowing a worship facility, to said Beebe Tracts 22 and 23 and the western portion of Tract 21, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 16th day of May, 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. That the zoning of Beebe Tracts 22 and 23 and the western portion of Tract 21, be designated as R-3 Single-family high density district classification with a conditional use allowing a worship facility.

Section 2. 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 Beebe Tracts 22 and 23 and the westerly portion of Tract 21, 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 16th day of May, 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. 2937 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 16th day of May, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 16th day of May, 2006.

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

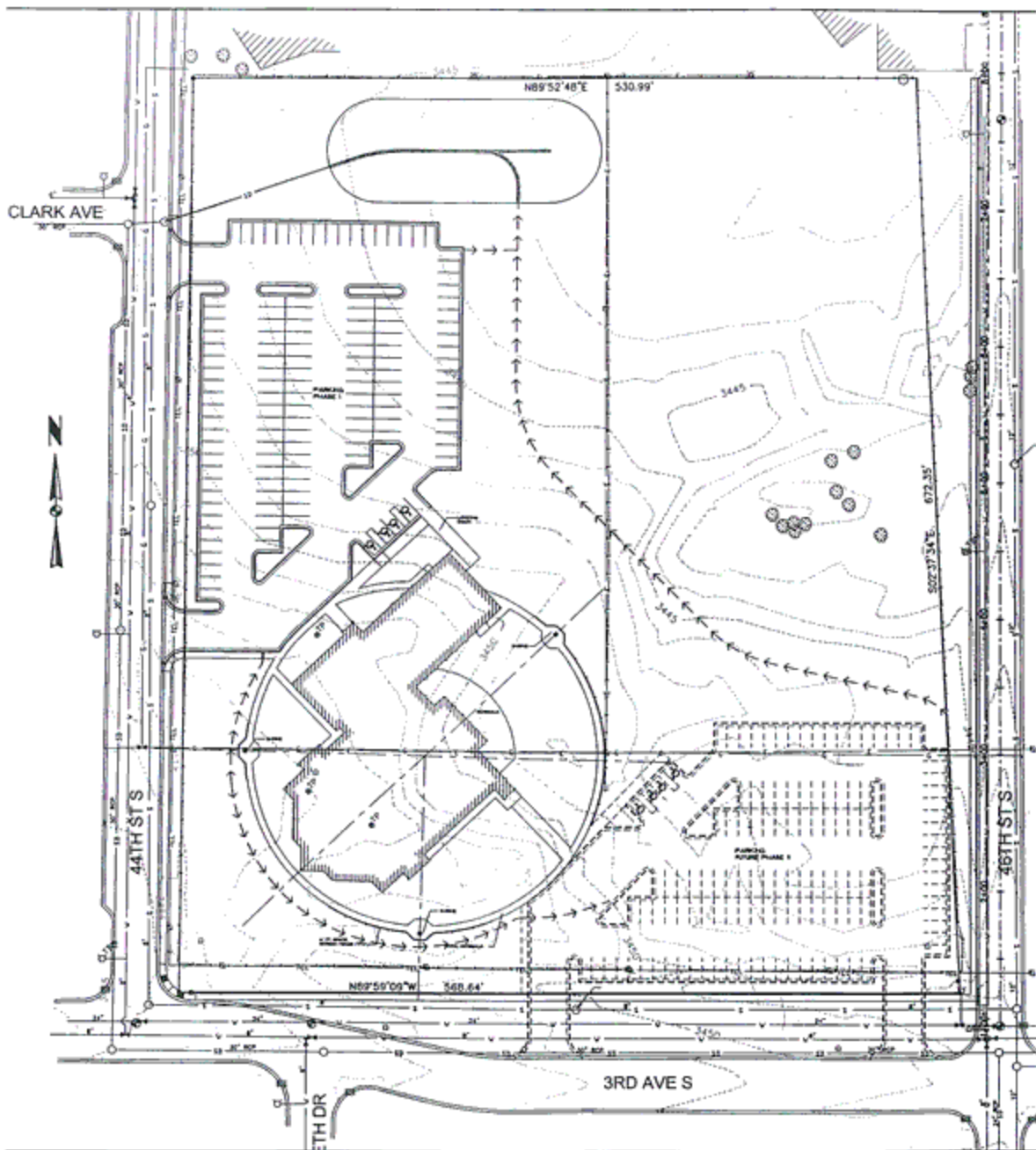
State of Montana)
County of Cascade : ss.
City of Great Falls)

Peggy J. Bourne, being first duly sworn, deposes and says: That on the 16th day of May, 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. 2937 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

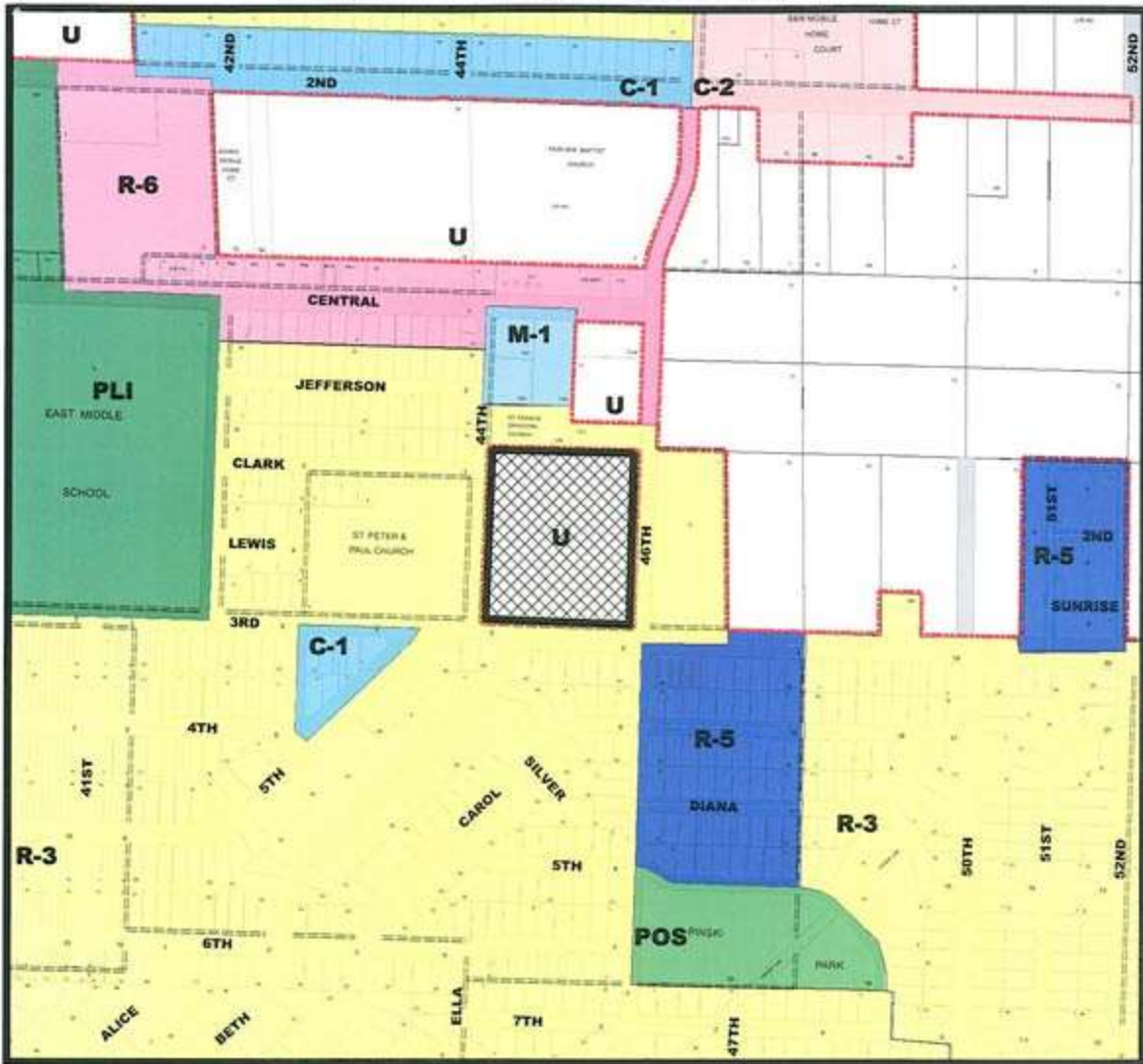
- On the Bulletin Board, first floor, Civic Center Building;
- On the Bulletin Board, first floor, Cascade County Court House;
- On the Bulletin Board, Great Falls Public Library

Peggy J. Bourne, City Clerk

(SEAL OF CITY)



VICINITY / ZONING MAP



Legend

- City Limits
- STREETS
- RAIL ROAD ROW
- PARCELS OUT OF CITY LIMITS
- Zoning**
- Base Zoning Districts**
- R-3 Single-family high density
- R-5 Multi-family medium density
- R-6 Multi-family high density
- C-1 Neighborhood commercial
- C-2 General commercial
- M-1 Mixed-use district
- PLI Public Lands and Institutional
- POS Parks and Open Space
- PUD Planned unit developments
- U Unincorporated



AREA PROPOSED TO BE ANNEXED AND REZONED FROM COUNTY "AG" AGRICULTURAL TO THE CITY "R-3" SINGLE-FAMILY HIGH DENSITY DISTRICT WITH A CONDITIONAL USE PERMIT ALLOWING A WORSHIP FACILITY



670 335 0 670 Feet

AGENDA REPORT

DATE May 16, 2006ITEM: Ordinance No. 2938 to Rezone Lots 4-7, Block 738, Tenth Addition to Great FallsINITIATED BY: Dave Dickman, Owner's RepresentativeACTION REQUESTED Commission Accept Ordinance No. 2938 on First Reading and Set HearingPREPARED BY Charles Sheets, Planner 1APPROVED & PRESENTED BY Benjamin Rangel, Planning Director**RECOMMENDATION:**

The Zoning Commission has recommended the City Commission approve the request to rezone Lots 4-7, Block 738, Tenth Addition to Great Falls, Cascade County, Montana, from R-3 Single-family high density district to C-1 Neighborhood commercial district, and to amend the official zoning map to reflect the zone change subject to the applicant and property owners consolidating said Lots 4-7 into a single lot through preparation and filing of an appropriate amended plat.

MOTION:

"I move the City Commission accept Ordinance No. 2938 on first reading and set a public hearing for June 6, 2006, to consider adoption of Ordinance No. 2938."

SYNOPSIS:

Ordinance No. 2938 rezones subject Lots 4-7, located at the southwest corner of the intersection of 3rd Avenue South and 15th Street South, to C-1 Neighborhood commercial district, to allow construction of a new office building.

BACKGROUND:

Dave Dickman, representative for the owners, Elerine McDonald and David Blackwell, has applied to rezone the subject property to allow the construction of a 10,000 square foot office building, on the 22,500 square foot site along 3rd Avenue South and 15th Street South. The applicant intends to lease the office space for professional services and the like. Subject property, legally described as Lots 4-7, Block 738, Tenth Addition to Great Falls, Cascade County, Montana, is presently zoned R-3 Single-family high-density district.

According to the Unified Land Development Code, professional service uses are allowed in districts zoned C-1 Neighborhood commercial district. Other permitted uses in a C-1 Neighborhood commercial district include: restaurants, taverns (no gaming), general sales, financial services, general services and health care facilities.

According to the site plan, the project will include razing four existing structures and constructing a 10,000 square foot office building, paved parking areas and landscaping. The owner has indicated the building will be similar to the Cogswell Insurance Building at 800 9th Street South. The existing structures on the property include a 720 sq. ft. single-family dwelling, a duplex, a secondhand store and a two story storage building that was once used as part of a lumber yard.

Access to the property will be via driveway approaches on both 3rd Avenue South and 15th Street South and direct access from the abutting public alley. The adjoining streets are paved and the alley is graveled. The owners intend to pave the alley directly abutting their property.

A City water main exists in 3rd Avenue South and a sanitary sewer main is in the public alley to the south.

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

The attached vicinity map reflects the current zoning. The property directly across the avenue to the north is zoned C-1 Neighborhood commercial district.

A goal of the Growth Policy is to preserve and enhance the character, quality and livability of existing neighborhoods. The Plan also encourages a mixture of residential uses and neighborhood service uses as long as they do not result in adverse impacts upon one another and promote infill development and redevelopment that can take advantage of existing infrastructure. Staff concludes the above-mentioned criteria are substantially met in conjunction with the requested rezoning.

The proposed development would replace several older unkempt buildings with a new professional office building. Considering the projects immediate proximity to 15th Street South, the northbound leg of a one-way couplet, it appears the project can be accomplished without creating additional traffic impacts upon adjoining residential uses. Plans for the project will also be subject to review and approval by the Design Review Board, which will consider such features as building architecture, exterior materials, colors, facade design and elevation, and signage, outdoor lighting and landscaping.

The Zoning Commission held a public hearing on the zone change requested on April 25, 2006 during which Mr. James Cherewatenko, of 1415 4th Avenue South spoke to the project with concerns that the zone change would allow businesses that could increase alley traffic, signage and businesses that would be open after typical business hours. Mr. Brian Shepherd, 1404 3rd Avenue South, was happy to see the current buildings razed, but voiced concerns about increased traffic. Mr. Gary French, 1425 4th Avenue South, stated that he looked forward to the existing structures being removed and would prefer tenants that operated 9 to 5. Mr. Dave Dickman responded to the public comment, that he was not limiting his search for tenants but would acknowledge their concerns. He added that he intended to pave the alley in back of the property.

The Zoning Commission, at the conclusion of the public hearing, recommended the City Commission approve the request to rezone Lots 4-7, Block 738, Tenth Addition to Great Falls, Cascade County, Montana, from R-3 Single-family high density district to C-1 Neighborhood commercial district, and to amend the official zoning map to reflect the zone change, subject to the applicant and property owners consolidating said Lots 4-7 into a single lot through preparation and filing of an appropriate amended plat.

A preliminary site plan for the project, minutes of the zoning commission hearing, and communications on the matter received to-date will be provided to the commission prior to the June 6 hearing.

Attachments: Ordinance No. 2938
Vicinity/Zoning Map

cc: David Blackwell, 518 9th St S
Dave Dickman, 130 Gibson Flats Rd

ORDINANCE NO. 2938

AN ORDINANCE CHANGING THE ZONING ON LOTS 4-7,
BLOCK 738, TENTH ADDITION TO GREAT FALLS, FROM R-
3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO C-1
NEIGHBORHOOD COMMERCIAL DISTRICT

* * * * *

WHEREAS, on the 6th day of September, 2005, the City Commission of the City of Great Falls, Montana, adopted a certain Ordinance designated as Ordinance No. 2923 entitled: “AN ORDINANCE ADOPTING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS, MONTANA, PERTAINING TO LAND DEVELOPMENT CODES AND REPEALING ANY AND ALL PREVIOUS ORDINANCES OR INTERIM ORDINANCES,”; and,

WHEREAS, said Ordinance No. 2923 became effective the 6th day of October, 2005; and,

WHEREAS, said Ordinance No. 2923 has placed the following described property situated in the City of Great Falls, Cascade County, Montana, in a R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT, as defined therein:

Lots 4 through 7, Block 738, Tenth Addition to Great Falls, Cascade County, Montana, addressed as 1414, 1416, 1418 3rd Avenue South and 308 15th Street South, respectively.

WHEREAS, notice of rezoning the above-mentioned property from the existing R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT to a C-1 NEIGHBORHOOD COMMERCIAL DISTRICT was published in the Great Falls Tribune, advising that a public hearing on this proposed change in zoning would be held on the 6TH day of June, 2006, before final passage of said Ordinance herein; and,

WHEREAS, pursuant to said Ordinance No. 2923, a hearing was duly held after notice thereof was first duly given according to said Ordinance No. 2923, for the purpose of considering changing said zoning designation on said property to a C-1 NEIGHBORHOOD COMMERCIAL DISTRICT; and,

WHEREAS, following said public hearing, it was found and recommended that the said zone change be made, provided the applicant for the zone change and the owners of said Lots 4–7 enter into an agreement with the City containing specified terms and conditions, 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 zone change 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 designation on the property hereinabove described be changed from a R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT to a C-1 NEIGHBORHOOD COMMERCIAL DISTRICT.

Section 3. All Ordinances and parts of Ordinances in conflict herewith, are hereby repealed.

Section 4. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 6th day of June, 2006.

Dona R. Stebbins, Mayor

ATTEST:

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David V. Gilko, 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. 2938 was placed on its final passage and passed by the City Commission of the City of Great Falls, Montana at a meeting thereof held on the 6th day of June, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 6th day of June, 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 6th day of June, 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. 2938 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)



Legend

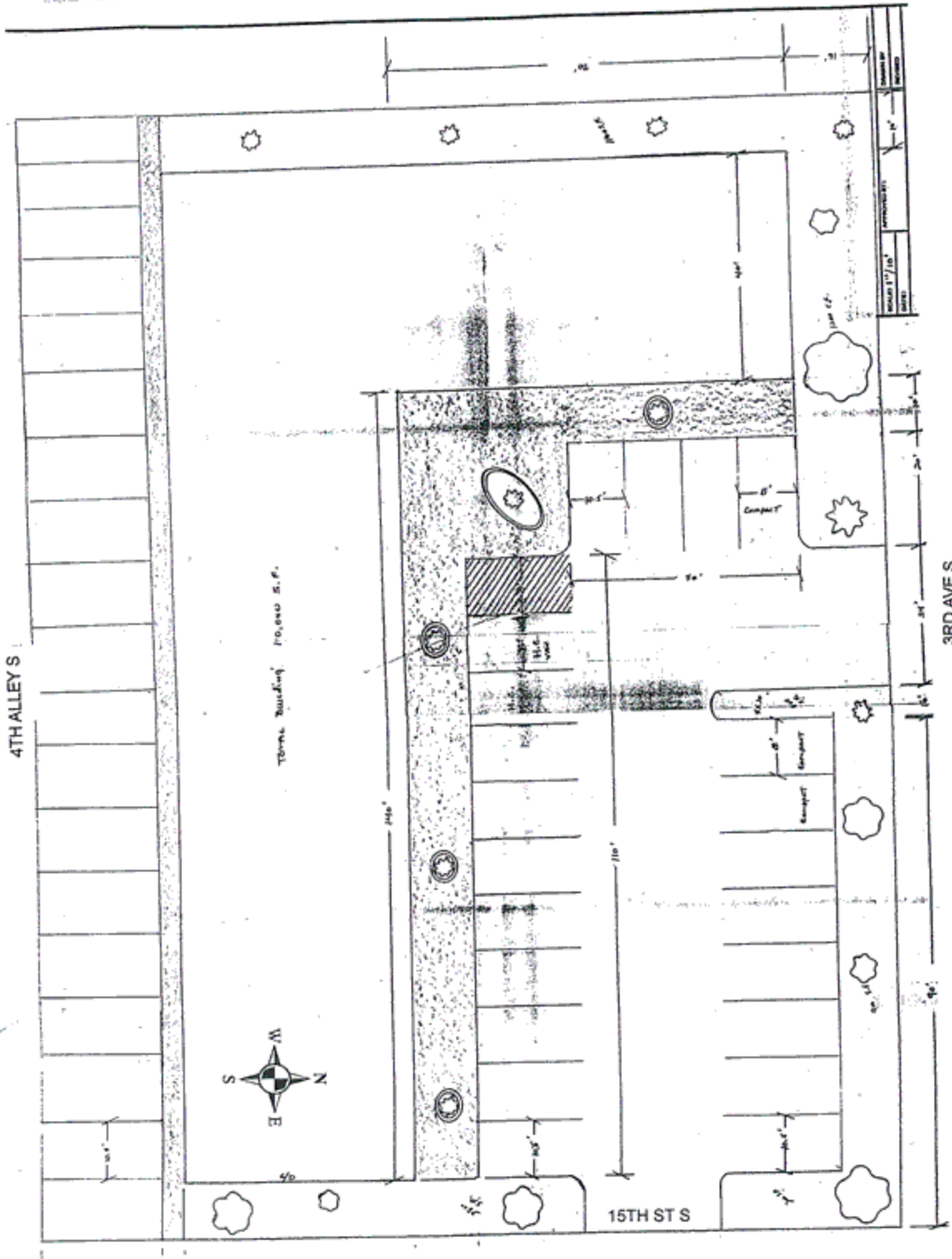
Streets

ZONING

- R-3 Single-family high density
- R-5 Multi-family medium density
- C-1 Neighborhood commercial
- C-5 Central business periphery
- POS Parks and Open Space

Lots 4-7, Block 738, Tenth Addition to Great Falls
 Property proposed to be rezoned from
 R-3 Single-family high density to
 C-1 Neighborhood commercial district





AGENDA REPORT

DATE May 16, 2006

ITEM: RESOLUTION 9568, RESOLUTION RELATING TO ELECTRIC CITY POWER, INC. (ECPI), ESTABLISHING A FINANCIAL ASSURANCE RESERVE FUND AND DETERMINING THE USE OF SUCH FUNDS

INITIATED BY: PUBLIC SERVICE COMMISSION ADMINISTRATIVE RULES

ACTION REQUESTED: ADOPT RESOLUTION 9568

PREPARED BY: MARTHA CAPPIS, OPERATIONS SUPERVISOR

PRESENTED BY: COLEEN BALZARINI, FISCAL SERVICES DIRECTOR

RECOMMENDATION:

Staff recommends the City Commission adopt Resolution 9568 for the establishment of a financial assurance fund for ECPI.

MOTION:

"I move the City Commission adopt Resolution 9568 authorizing the establishment of a financial assurance reserve fund as security for residential and small commercial electric supply customers for ECPI in the amount of \$100,000."

SYNOPSIS:

ECPI submitted a small customer pilot program license application to the Montana Public Service Commission (PSC), The Administrative Rules of the PSC require ECPI to demonstrate its financial integrity. Since ECPI has not existed long enough to provide an investment grade bond rating or two years of audited financial statements, it was determined by staff and legal counsel to provide a cash deposit of \$100,000 to act as a performance bond.

BACKGROUND:

The City Commission adopted Ordinance No. 2925 on November 1, 2005, amending Title 5, Chapter 20, OCCGF, to provide for creation and organization of ECPI, a non-profit corporation to own, operate and supply electric services to consumers and others located within or outside the City. Before ECPI can begin service to residential and small commercial customers, it must be granted a supplier license by the PSC. The Small Customer Pilot Program portion of the license requires that the applicant must demonstrate its financial integrity, and its ability to perform the duties as stated in the Customer Service Offers (see Administrative Rules of MT 38.5.8002). A long term bond rating of BBB or better, two years of audited financial statements, or a \$100,000 performance bond are acceptable methods of demonstrating the financial integrity component. As the bond rating or financial statements are not available, the cash deposit in the Financial Assurance Fund will be in lieu of a performance bond. These funds will be transferred from the General Fund until an alternative financial integrity requirement can be met to the satisfaction of the Public Service Commission, at which time the City may transfer the amount back into the General Fund.

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO ELECTRIC CITY POWER, INC. (ECPI), ESTABLISHING A FINANCIAL ASSURANCE RESERVE FUND AND DETERMINING THE USE OF SUCH FUND" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on May 16, 2006, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this ____ day of May, 2006.

Peggy J. Bourne, City Clerk

RESOLUTION NO. 9568

RESOLUTION RELATING TO ELECTRIC CITY POWER, INC. (ECPI),
ESTABLISHING A FINANCIAL ASSURANCE RESERVE FUND AND
DETERMINING THE USE OF SUCH FUND

BE IT RESOLVED by the City Commission (the “Commission”) of the City of Great Falls, Montana (the “City”), as follows:

Section 1. Recitals.

1.01. The City of Great Falls (the “City”) adopted a Charter on July 1, 1986 with plenary self-governing powers not prohibited by the Constitution or statutes of the State of Montana (the “State”).

1.02. The continued growth, economic development and prosperity of the City and its residents requires the availability of secure, reliable and economic supplies of electricity at stable, cost-based rates for all residential, commercial, industrial and other electric consumers within the City.

1.03. The City has previously been licensed by the Montana Public Service Commission (the “PSC”) as an “electricity supplier” under the Electric Utility Industry Restructuring and Customer Choice Act, Title 69, Chapter 8, Montana Code Annotated, as amended (the “Restructuring Act”), with the authority to provide electricity supply services to certain classes of consumers within NorthWestern Energy’s electric utility service territory.

1.04. The City Commission has previously enacted Title 5, Chapter 20, OCCGF, authorizing the City to establish and operate an electric utility and to provide electric supply services.

1.05. The City Commission has by Ordinance No. 2925, adopted on November 1, 2005, amended Title 5, Chapter 20, OCCGF, to provide for creation and organization of a nonprofit corporation to be known as “Electric City Power, Inc.” (“ECPI”) to own, operate and take all other actions necessary or desirable in connection with the municipal electric utility of the City, including the provision of electricity supply services to consumers and others located within or outside of the City.

1.06. ECPI has requested that the Public Service Commission grant it an electricity supplier license. Once ECPI has obtained a license, the City intends to transfer its supply contracts to ECPI in accordance with the applicable contract terms and Public Service Commission regulations.

1.07. As a condition thereto, the Public Service Commission has, pursuant to 69-8-404(4), M.C.A., required a showing of financial integrity by or on behalf of ECPI.

1.08. The purpose of this Resolution is to establish a Financial Assurance Fund on behalf of ECPI to meet the requirements of the Public Service Commission.

Section 2. Financial Assurance Reserve Fund.

2.01. Establishment of ECPI Electric City Power Reserve Fund. The City hereby establishes an Electric City Power Reserve Fund (the “Financial Assurance Fund”) on its books which shall be maintained as a separate account to be used for the purposes and in the manner provided in this Resolution.

2.02. Purpose. Mont. Adm. R.38.5.8002 (1)(k) requires that prior to executing contracts with residential and commercial (under 300 kW) customers, an applicant must demonstrate its financial integrity through one of the following:

(i) a long term bond (or other senior debt) rating of BBB-, or equivalent debt or credit rating, obtained in one of the following ways:

(A) the rating must be determined by Standard and Poors, Dunn and Bradstreet Information Services, or another recognized U.S. or Canadian debt or credit rating service, or

(B) the applicant may, at its own expense, obtain a private rating from a recognized debt rating service, or request that an independent accountant or financial advisor, mutually acceptable to the commission and the applicant, prepare an equivalent evaluation based on the financial rating methodology, criteria, and ratios for the industry as published by the above rating agencies from time to time;

(ii) two years of audited financial statements; or

(iii) a \$ 100,000 performance bond;

The City, pursuant to this Resolution, is providing a cash deposit of the \$100,000 into the Financial Assurance Fund in lieu of a performance bond to satisfy this requirement.

2.03. Funding. When required by the Public Service Commission, the City shall deposit \$100,000 in the Financial Assurance Fund (the “Fund Requirement”). On or before January 1 of each year, the City shall deposit such additional amounts as may be required to restore the Financial Assurance Fund to the Fund Requirement.

2.04. Maintenance of the Fund.

(a) The City shall maintain the Financial Assurance Fund at the Fund Requirement until ECPI can provide the Public Service Commission adequate financial integrity on its own.

(b) The City will notify the Public Service Commission of any withdrawal of funds or payments in excess of \$10,000.

(c) The City will cause ECPI to include with its annual report required by Mont. Adm. R.38.5.8004 a status report of the Financial Assurance Fund, including the amount on hand, the amounts paid out and for what purposes.

(d) Upon satisfaction of the Public Service Commission's financial integrity requirement by ECPI, the City may transfer any amounts in the Financial Assurance Fund to its General Fund. To the extent the City has advanced funds or made payments from the Financial Assurance Fund, ECPI shall be obligated to repay the City from excess ECPI funds that may arise in the future.

Section 3. Use of Fund.

3.01. Use. The fund shall be used solely to pay claims against ECPI arising from its ownership and operation of the municipal electrical utility, that may not be covered by revenues and other funds of ECPI.

3.02. Claims. Claims approved by the Board of ECPI, claims ordered to be paid by the Public Service Commission, and claims ordered to be paid by a court of competent jurisdiction shall be submitted to the City Finance Director. Upon approval by the City Manager and the City Finance Director, the claims shall be paid from the Financial Assurance Fund.

Section 4. Obligation of ECPI. The Board of ECPI, in establishing rates and charges and classifications for customers, shall ensure that they will be sufficient to establish and maintain responsible reserves as may be required for the sound operation of the Utility and to provide assurance of its financial integrity as soon as reasonably possible.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 16th day of May, 2006.

Dona R. Stebbins, Mayor

Attest:

Peggy J. Bourne, City Clerk

Approved for Legal Content

Dave Gliko, City Attorney

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, Interim Police Chief, Fire Chief, Public Works, Interim Park and Recreation Director and the City Clerk.

PROCLAMATIONS: Historic Preservation Week and National Police Week

NEIGHBORHOOD COUNCILS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

There were no miscellaneous reports or announcements from Neighborhood Council members.

PUBLIC HEARINGS

Res. 9565 and Ordinance 2935, annexation and zoning for T20N, R4E, Sec 17, Mks 10 and 10B. Adopted.

2A. RESOLUTION 9565, ANNEXATION OF T20N R4E SECTION 17, MARKS 10 AND 10B.

2B. ORDINANCE 2935, ZONING FOR T20N R4E SECTION 17, MARKS 10 AND 10B.

Planning Director Ben Rangel reported that Resolution 9565 annexes an enclave of property located along the south side of 10th Avenue South between 26th and 29th Streets South and Ordinance 2935 assigns a zoning classification of C-2 general commercial district to the property.

He added that the City Commission expressed interest in annexing unincorporated enclaves. For some governmental entities and neighbors, unincorporated enclaves have been a source of confusion and inconsistent code application. An example he cited was the fireworks issue where County requirements differ significantly from the City in the type of fireworks that can be sold, the time period during when they may be sold and the type of fireworks that are allowed to be discharged. Equity issues also arise where properties are not subject to the same code requirements as surrounding properties when it comes to community decay, weed control or signage requirements. Enclaves also benefit from public improvements, such as paved roadways, curb and gutter, and sidewalks which in many cases have been funded by taxpayers within the City.

MCA 7-2-4501 states that a city may include as part of the city any platted or unplatted tract or parcel of land that is wholly surrounded by the city upon passing a resolution of intent, giving notice, and passing a resolution of annexation. Further, that statute provides that wholly surrounded land can be annexed if resolved by the city or town council, whether or not a majority of the real property owners of the area to be annexed object.

In a letter to the Planning Board, Steven Potts, attorney representing the property owner, Zollie Kelman, requested the annexation process be postponed until a declaratory judgment could be decided. After reviewing Mr. Potts' letter and definitions and land use designations in the Unified Land Development Code, the City Attorney directed staff to proceed with processing the annexation unless directed otherwise by a court of competent jurisdiction.

Mr. Michael Maeder, Liberty Fireworks, Inc., also wrote a letter requesting the annexation be postponed until after July 4.

On March 14, 2006, the Planning Board/Zoning Commission conducted a public hearing on the annexation and zoning and at its conclusion passed a motion recommending the City Commission annex the property. The Zoning Commission passed a motion recommending a zoning classification of C-2 general commercial district.

Mayor Stebbins declared the public hearing open. No one spoke in support of Resolution 9565 or Ordinance 2935. **Michael Maeder**, 2407 Central Avenue West, asked the Commission to delay the effective date of the annexation until after July 4, 2006, and to allow his fireworks stand to be open for 12 days, as is permitted by State law rather than the 5 days that are allowed by City ordinance.

Dave Pierce, owner of Pierce Motors, explained he was not necessarily opposed to the annexation. However, he requested the City Commission consider a blanket annexation of all unincorporated enclaves rather than singling out individual lots. He added that if the Commission approved this annexation he would be subject to the sign code which was too restrictive for a car dealer. He suggested he could relocate his business to Helena, Montana if he was forced to comply with the sign code.

There being no one further to address the Commission, Mayor Stebbins declared the public hearing closed.

Commissioner Hinz moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9565 with the effective date to be July 5, 2006, with the requirement that any sale of fireworks on said parcels, prior to July 5, 2006, shall be limited to the five days from June 30 through midnight on July 4, 2006, similar

to the timeframe specified in City code regarding fireworks policy.

Commissioner Jovick-Kuntz asked Planning Director Ben Rangel to respond to Mr. Pierce's suggestion of blanket annexing all enclaves. Mr. Rangel replied stating that each unincorporated enclave had to be considered on its own merits. Commissioner Beecher added that because State law laid out responsibilities and requirements for annexing enclaves each unincorporated parcel had to be considered individually. He added that the sign code included an appeal process in the event the sign code was not meeting Mr. Pierce's needs.

Mayor Stebbins assured Mr. Pierce that the City Commission did not want to create hardships for businesses.

Commissioner Hinz assured Mr. Pierce the City Commission was not singling his property out and that this was one of many enclaves the City would be annexing.

There being no further discussion, Mayor Stebbins called for the vote. Motion carried 5-0.

Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Ordinance 2935.

Motion carried 5-0.

**Res. 9559, Modify
SLD-A 1294.
Adopted.**

3. RESOLUTION 9559, MODIFICATION OF SLD-A 1294.

Fiscal Services Director Coleen Balzarini reported that property owners in the general location of 4th Avenue North between 38th Street North and 40th Street North requested the installation of four (4) 70 watt HPS alley lighting units on 28 foot distribution poles with overhead wiring.

Staff reviewed the possibility of installing city-owned fixtures to Northwestern Energy's distribution poles located along the alley. At the present time, Northwestern Energy's position was not favorable or recommended. In order to provide alley lighting for the petitioned area within a timely manner, staff proposed to enter into a lease agreement with Northwestern Energy rather than City ownership of the alley lights.

Staff received 1 valid protest which represented 1 parcel or 8 percent of the amount of the assessment to be levied.

The estimated annual assessment for consolidated SLD-A 1294 would result in \$12.22 for an average lot size of 7,925 square feet.

In addition, staff determined Lots 1 through 16, Block 12, West Great

Falls Addition do not have alley lighting. During the original consolidation of SLD-A 1294 these properties were included in the district in error. Resolution 9559 removes these properties from the district.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Resolution 9559. Mayor Stebbins closed the public hearing.

Commissioner Jovick-Kuntz moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9559.

Motion carried 5-0.

Res. 9564, Cost Recovery, GF Bloomingdale Add, B10 L11. Adopted.

4. RESOLUTION 9564, COST RECOVERY, GF BLOOMINGDALE 1ST ADDITION, BLOCK 10 LOT 11.

Community Development Director Mike Rattray reported that the owner of the property located at 1418 8th Avenue NW was issued a Notice of Hearing to appear before the City Commission to explain why he should not be liable for the costs incurred in razing and cleanup of a structure on the property. The total costs incurred were \$5,448.09.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Resolution 9564. Mayor Stebbins closed the public hearing.

Commissioner Beecher moved, seconded by Commissioners Rosenbaum and Jovick-Kuntz, that the City Commission adopt Resolution 9564.

Motion carried 5-0.

Leases, Clara Park and Gore Hill Water Tower. Approved.

5. LEASE, PORTION OF CLARA PARK (SUNRISE TERRACE ADDITION, SECOND SUPPLEMENT).

6. LEASE, PROPERTY ADJACENT TO THE GORE HILL WATER TOWER (T20N R3E SECTIONS 16 & 21).

Public Works Director Jim Rearden reported that the City received a request from Chinook Wireless, a telecommunications company, requesting to use a vacated building in Clara Park that was leased in the past to Voice Stream Corporation and a fenced enclosure, concrete pad and existing conduit on property adjacent to the Gore Hill Water Tower. Since the request included the lease of public property, City Code 3.04 requires that the City advertise for bids, conduct a public hearing and award the lease to the highest responsible bidder. Bids were opened

April 19, 2006, and Chinook Wireless was the only bidder. They bid \$12,000 for each piece of property for the first year with the lease amount increasing 3 percent per year for the remainder of the 10 year contract.

The proposed leases also include the installation of cellular antenna equipment on the water tower. The installation would not exclude other parties from locating similar equipment on the tower. Chinook Wireless currently leases space on the water tower for wireless communication equipment.

Mayor Stebbins declared the joint public hearing open. No one appeared to speak in support of or opposition to the lease. **Jason Gilmore**, Chinook Wireless, offered to answer any questions. Mayor Stebbins closed the public hearing.

Commissioner Jovick-Kuntz moved, seconded by Commissioner Beecher, that the City Commission approve a lease agreement for a portion of Clara Park to Chinook Wireless.

Motion carried 5-0.

Commissioner Beecher moved, seconded by Commissioner Jovick-Kuntz, that the City Commission approve a lease agreement for a portion a portion of City property adjacent to the Gore Hill water tower to Chinook Wireless.

Motion carried 5-0.

**JAG Grant use.
Approved.**

7. JUSTICE ASSISTANCE GRANT (JAG).

Interim Police Chief Corky Grove reported that the Great Falls Police Department and the Cascade County Sheriff's Office jointly applied for a JAG grant in the amount of \$47,030. Both entities requested to use the grant funds for the purchase and installation of mobile data equipment.

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

Commissioner Rosenbaum moved, seconded by Commissioner Hinz, that the City Commission accept the recommendation of staff and approve the Memorandum of Understanding for execution by the City Manager.

Motion carried 5-0.

OLD BUSINESS

Herb Soboczek, 121 11th Street, asked why only 2.5 inches of gravel was used during the 11th Street project rather than the promised 5 inches of gravel. Mayor Stebbins stated staff would look into this and get back to him.

NEW BUSINESS**ORDINANCES/RESOLUTIONS**

Res. 9566, Apply for Preserve America designation. Adopted.

8. RESOLUTION 9566, APPLY FOR DESIGNATION AS PRESERVE AMERICA COMMUNITY.

Planning Director Ben Rangel reported that Resolution 9566 recognizes the commitment by the City and the work accomplished by the Great Falls/Cascade County Historic Preservation Advisory Commission to meet the requirements for designation as a Preserve America community.

Commissioner Jovick-Kuntz moved, seconded by Commissioners Beecher and Hinz, that the City Commission adopt Resolution 9566.

Motion carried 5-0.

Consent Agenda. Approved as printed.

CONSENT AGENDA

- 9.** Minutes, April 18, 2006, Commission meeting.
- 10.** Total expenditures of \$1,019,927 for the period of April 12-24, 2006, to include claims over \$5,000 in the amount of \$844,751.
- 11.** Contracts list.
- 12.** Set public hearing for June 6, 2006, on Resolution 9567, Conditional Use Permit for Central Plumbing and Heating (T20N R3E Section 5 Mk Nos P2 and P2A).
- 13.** 2006/2007 Action Plan including use of CDBG and HOME Partnership Program Funds.
- 14.** Procurement Contract with Smith Power for procurement and delivery of engine, generator and gas equipment to the Wastewater Treatment Plant Co-Generation Project (OF 1404).
- 15.** Exclusive 5-year beverage contract at the City swimming pools with Pepsi.

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

Motion carried 5-0.

CITY MANAGER’S REPORT

**Police Chief
Selection Process.**

17. City Manager John Lawton reported that the Police Chief interview team completed the first round of interviews last week and provided him with a list of finalists from the original field of eight applicants. He explained he will now begin the process of interviewing the finalists as well as meeting with all the Commissioners and other community members which will assist him in making a final decision. He hoped to complete this stage of the selection process within a couple weeks.

PETITIONS AND COMMUNICATIONS

Potholes.

19A. **Clay Braden**, 2708 4th Avenue NW, thanked City staff for filling potholes he called about.

IMC road work.

19B. **Herb Soboczek**, 121 11th Street, asked how much the highway improvements near the Malting Plant would cost. Public Works Director Jim Rearden reported that while he does not have a dollar figure for the project because it is still in its initial planning stages, it has been determined that most of the costs would be shared through in-kind work by the City, County and State.

Jobs for the elderly.

19C. **John Stevens**, provided information about a program which finds work for people 55 and older.

ADJOURNMENT

Adjourn

There being no further business to come before the Commission, the regular meeting of May 2, 2006, adjourned at 7:53 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 APRIL 26, 2006	374,143.42
MASTER ACCOUNT CHECK RUN FOR MAY 3, 2006	425,519.04
MUNICIPAL COURT ACCOUNT CHECK RUN FOR APRIL 28, 2006	76,091.00
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MAY 5, 2006	<u>2,582.00</u>
WIRE TRANSFERS FROM APRIL 25, 2006 THRU MAY 9, 2006	<u>249,820.49</u>
TOTAL: \$	<u>1,128,155.95</u>

GENERAL FUND

POLICE

NORTHWESTERN ENERGY	MARCH 06 CHARGES-SPLIT	512.66
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FIRE

NORTHWESTERN ENERGY	MARCH 06 CHARGES-SPLIT	617.10
ABARIS GROUP	EMS PREHOSPITAL SYSTEM	11,384.00
DICKMAN EXCAVATING	TRAINING CENTER REPAIR	7,500.00

PARK & RECREATION

NORTHWESTERN ENERGY	MARCH 06 CHARGES-SPLIT	250.39
MONTANA WASTE SYSTEMS	MARCH 06 CHARGES-SPLIT	221.98

SPECIAL REVENUE FUND

LIGHTING DISTRICT

NORTHWESTERN ENERGY	APRIL 06 CHARGES	61,629.37
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SUPPORT & INNOVATION FUND

GREAT FALLS BID	MARCH 2006 TAX DIST	6,107.94
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911 SPECIAL

QWEST	MARCH 06 CHARGES SPLIT	637.70
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LIBRARY

NORTHWESTERN ENERGY	MARCH 06 CHARGES-SPLIT	763.73
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CAPITAL PROJECTS

GENERAL CAPITAL

MCLEES, INC	PMT #1 RECREATION CENTER RE-ROOF	32,917.50
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CAPITAL PROJECTS CONTINUED

HAZARD REMOVAL		
MRTF, INC.	FOUNDATION DRESSLER PROPERTY	13,100.00

ENTERPRISE FUNDS

WATER		
NORTHWESTERN ENERGY	MARCH 06 CHARGES-SPLIT	6,541.60
THOMAS DEAN & HOSKINS	PMT #8 WATER MASTER PLAN	5,913.00
THATCHER CO	ALUMINUM SULFATE	17,586.15
SEWER		
MT DEPT OF ENVIRONMENTAL QUALITY	DISCHARGE FLOW RATE	21,600.00
SANITATION		
NORTHWESTERN ENERGY	MARCH 06 CHARGES-SPLIT	259.44
MONTANA WASTE SYSTEMS	MARCH 06 CHARGES-SPLIT	52,262.11
ELECTRIC UTILITY		
LUXAN AND MURFITT PLLP	PROFESSIONAL SERVICES	5,154.24
SAFETY SERVICES		
NORTHWESTERN ENERGY	MARCH 06 CHARGES-SPLIT	128.16
QWEST	MARCH 06 CHARGES SPLIT	6,441.46
PARKING		
NORTHWESTERN ENERGY	MARCH 06 CHARGES-SPLIT	523.57
APCOA	MAY 2006 COMPENSATION	21,824.99
CARDINAL TRACKING	NEW PARKING SOFTWARE	47,288.00
ACE ELECTRIC	AUDITOR POWERPAD FEE	13,285.00
GOLF COURSES		
MIDLAND IMPLEMENT CO	ROTARY TRIM MOWERS	87,705.00
SWIM POOLS		
NORTHWESTERN ENERGY	MARCH 06 CHARGES-SPLIT	323.65
RECREATION		
NORTHWESTERN ENERGY	MARCH 06 CHARGES-SPLIT	504.67
CIVIC CENTER		
GREAT FALLS SYMPHONY	STREET 2 TICKET PROCEEDS	14,658.75

INTERNAL SERVICES FUND

CENTRAL INSURANCE		
HAAS & WILKERSON	POLICY RENEWAL	5,000.00
CENTRAL GARAGE		
MOUNTAIN VIEW COOP	UNLEADED FUEL	16,937.90
CITY MOTOR CO	2006 POLICE VEHICLES	118,190.00
MIDLAND IMPLEMENT	FRONT DECK MOWERS	46,359.00

INTERNAL SERVICES FUND CONTINUED

PUBLIC WORKS

NORTHWESTERN ENERGY MARCH 06 CHARGES-SPLIT 718.14

PARK & RECREATION ADMINISTRATION

NORTHWESTERN ENERGY MARCH 06 CHARGES-SPLIT 251.44

FACILITY SERVICES

NORTHWESTERN ENERGY MARCH 06 CHARGES-SPLIT 1,559.42

CLAIMS OVER \$5000 TOTAL: \$ 626,658.06

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

**AGENDA: 8
DATE: May 16, 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	Community Development	Cardinal Tracking Inc.		551-7125-571	\$3,604.40	Purchase New Parking Software with Extended Warranty Tickets Etc.
B	Community Development	Cardinal Tracking Inc.		551-7125-571	\$47,228	Purchase Parking Software, Handheld Modules, Printers, Cables, Etc.
C	Community Development	A. T. Klemens		Economic Revolving Fund	\$3,420	Mechanical Repairs for Flight Service Station per April 20, 2006 Quote
D	Community Development	A. T. Klemens		Economic Revolving Fund	\$28,200+\$2,610	Mechanical Repairs for Cooling Tower and Heat Pump at Flight Service Station per May 3, 2006 Quote
E	Community Development	Falls Cleaning and Restoration		Economic Revolving Fund	\$30,160.15	Microbial Abatement for Flight Service Station per April 26, 2006 Quote

F	Community Development	Maxim Technologies		Economic Revolving Fund	Not to Exceed \$13,509	Microbial Abatement and Surveillance Services for Flight Service Station per Maxim Proposal No. MGF06035.revised
G	Fiscal Services	SunGard HTE Inc.		617-1512-512-3691	\$660	RecTrac Interface Supplement to HTE inc. Licensed Programs Agreement

AGENDA REPORT

DATE May 16, 2006ITEM: Resolution No. 9569 for a Conditional Use Permit for Lot 7, Block 467, First Addition to Great FallsINITIATED BY: Dave Dickman, OwnerACTION REQUESTED Commission Set Hearing for Resolution 9569PREPARED BY Charles Sheets, Planner IAPPROVED & PRESENTED BY Benjamin Rangel, Planning Director**RECOMMENDATION:**

The Zoning Commission has recommended that the City Commission grant a conditional use permit to allow the existing nonconforming use on Lot 7, Block 467, First Addition to Great Falls, to be expanded in accordance with the attached preliminary site plan dated April 4, 2006 by Dave Dickman.

MOTION:

"I move the City Commission set a public hearing for June 6, 2006, to consider adoption of Resolution No. 9569."

SYNOPSIS:

Resolution No. 9569 grants a conditional use permit to allow an existing legal non-conforming business at 600 13th Street South to expand.

BACKGROUND:

Dave Dickman has 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 owner leases the property to Cascade Auto Glass.

Attached is a copy of a Vicinity Map and attached to Resolution No. 9569 as Exhibit "A" is a copy of the preliminary site plan.

Subject property, legally described as Lot 7, Block 467, First Addition to Great Falls, Cascade County, Montana, is presently zoned R-3 Single-family high density district wherein the existing vehicle repair use is non-conforming and only permitted to expand if a conditional use permit is granted.

According to the Unified Land Development Code, a nonconforming use may be continued, change or expanded as long as it remains otherwise lawful, subject to the following provisions:

- a. A nonconforming, nonresidential use shall not be changed except in conformance with the zoning district in which it is located.
- b. A nonconforming, nonresidential use may be changed to another nonconforming use, or may be increased or expanded, through a conditional use permit procedure as set forth by the Unified Land Development Code.

According to the site plan from the applicant, the project will include a building face-lift, a 1,080 square foot addition for storage on the south side of the existing two bay garage and office building, striping for the paved parking areas and landscaping. The existing structure is about 1400 square feet in size. The addition amounts to a 76% increase in square footage, which triggers compliance with other Unified Land Development Code requirements involving parking, lighting, landscaping, etc.

Access to the property will be from existing approaches on 6th Avenue South, 13th Street South and 7th alley south.

No additional utility connections will be required for the addition.

The procedure for processing a conditional use is identical to that for a City zone change. Following a public hearing and recommendation by the Zoning Commission, the City Commission shall conduct a public hearing and arrive at a final decision regarding the conditional use application. The City Commission may, through a written agreement with the applicant, establish such conditions and restrictions upon the construction, maintenance and operation of the conditional use as is deemed necessary for the protection of the public interest and to secure compliance with standards and requirements.

The City Zoning Code lists the seven following criteria to be applied to a request for a 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 it is located, except as such regulations may, in each instance, be modified by the City Commission.

Subject property was initially operated as a neighborhood vehicle service station, but has been occupied by several businesses over the years. The current lease requires additional space to store parts and equipment. Presently, the entire site is occupied by a building, pavement and graveled surface. The owner has submitted a site plan that includes curb, sidewalks and landscaping in the boulevards to help improve the appearance of the property, but will be required to submit his plans for the property to the Design Review Board for review and approval.

Access to the site is readily available; utilities are in place; and the expansion should not impede the development and improvement of already developed properties surrounding the subject site.

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.

Subject property has long been operated as a vehicle repair and service station. The granting of the conditional use to allow expansion of the existing non-conforming use for additional storage will create an incentive for the owner to improve the appearance of the dated building and site without causing additional impacts to the surrounding properties. Plans for the project will also be subject to review and approval by the Design Review Board, which will consider such features as building architecture, exterior materials, colors, facade design and elevation, and signage, outdoor lighting and landscaping.

The Zoning Commission, on April 25, 2006, conducted a public hearing to consider the conditional use application and no one came forward to speak as opponents or proponents.

At the conclusion of the public hearing, the Zoning Commission unanimously passed a motion recommending the City Commission grant a conditional use permit to allow the existing nonconforming use on Lot 7, Block 467, First Addition to Great Falls, Cascade County, Montana, to be expanded in accordance with the preliminary site plan dated April 4, 2006 by Dave Dickman.

Minutes of the April 25, 2006, Zoning Commission hearing will be provided to the Commission prior to the June 6 hearing.

Attach: Res. No. 9569
Vicinity Map

cc: Dave Dickman, 130 Gibson Flats Rd

RESOLUTION NO. 9569

A RESOLUTION APPROVING A CONDITIONAL
USE PERMIT TO ALLOW THE EXPANSION OF
THE EXISTING NONCONFORMING USE ON LOT
7, BLOCK 467, FIRST ADDITION, TO GREAT
FALLS, CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, Dave Dickman owns Lot 7, Block 467, First Addition to Great Falls, Cascade County, Montana, addressed as 600 13th Street South; and,

WHEREAS, Owner has prepared plans to expand an existing legal non-conforming use located on subject Lot 7; and,

WHEREAS, subject Lot 7, Block 467, First Addition is presently zoned as R-3 Single-family high density district wherein an auto repair use existed prior to the adoption of the Unified Land Development Code, which states, "A nonconforming, nonresidential use may be changed to another nonconforming use, or may be increased or expanded, through a conditional use permit procedure as set forth in Chapter 16."; and,

WHEREAS, Owner has applied for a conditional use permit to allow the expansion of said non-conforming use, upon subject Lot 7, Block 467, First Addition; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on April 25, 2006, to consider said conditional use permit application and at the conclusion of said hearing, passed a motion recommending a conditional use permit be granted to allow the existing nonconforming use on Lot 7, Block 467, First Addition to be expanded in accordance with the preliminary site plan dated April 4, 2006 by Dave Dickman, attached hereto as Exhibit "A" and by this reference made a part hereof.

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

That a conditional use permit is hereby granted to allow the existing nonconforming use on Lot 7, Block 467, First Addition to be expanded in accordance with the preliminary site plan attached hereto as Exhibit "A", dated April 4, 2006 by Dave Dickman.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective thirty (30) days after its passage and approval.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 6th 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. 9569 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 6th 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 on this 6th day of June, 2006.

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

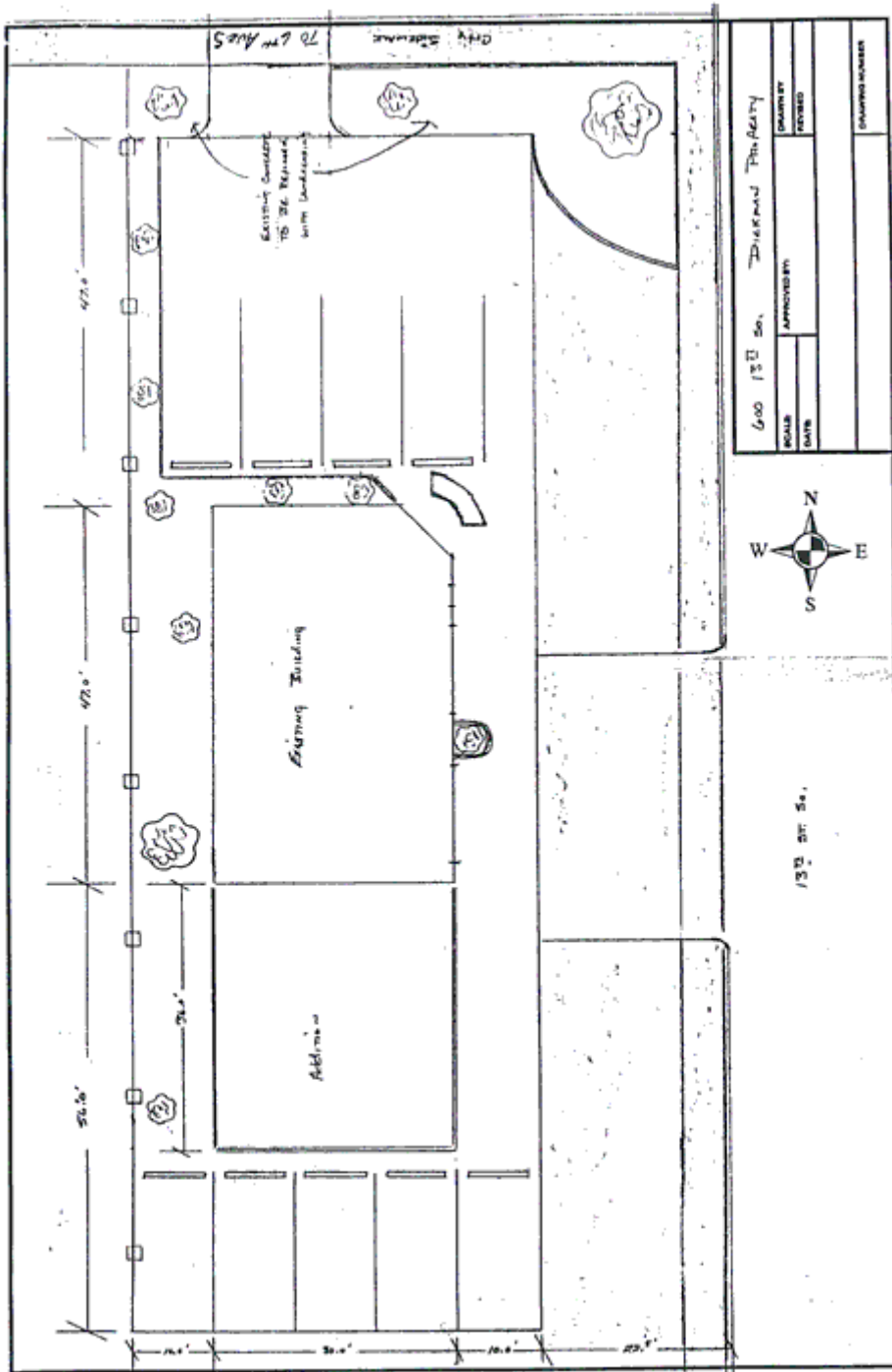



Exhibit "A"




Legend

 Streets

ZONING

 R-3 Single-family high density

 PLI Public Lands and Institutional



Lot 7, Block 467, First Addition to Great Falls,
 Property requested to be granted a Conditional Use Permit
 to allow a 1000 sq. ft. addition be constructed on to the existing legal non-conforming use.

200 100 0

200 Feet



ITEM Resolution No. 9573, Zoning Permit/Determination Fee

INITIATED BY Planning Department

ACTION REQUESTED Set Public Hearing for Resolution No. 9573

PREPARED & PRESENTED BY Benjamin Rangel, Planning Director

- - - - -

RECOMMENDATION:

Staff recommends the City Commission set a public hearing for Resolution No. 9573.

MOTION:

“I move the City Commission set a public hearing for June 6, 2006, to consider adoption of Resolution No. 9573.”

SYNOPSIS:

Resolution No. 9573 would establish an application fee of \$25 for the processing of City zoning permits/determinations.

BACKGROUND:

The City Land Development Code, as adopted by the Great Falls City Commission on September 6, 2005, 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.

Regarding the requirement for a zoning permit/determination, Section 17.16.8.030 of the Code states, “No building or other structure shall be erected, moved, added to, or structurally altered without a zoning permit.” Additionally, “A change in use to an existing non-residential building or structure, and occupancy thereof, shall not occur without a zoning permit.” A Zoning Permit is required to assure to all parties involved that the proposed construction and/or use are 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.

Staff conducted a web search of application fees charged in other Montana communities for similar zoning permits. The fees were as follow: Billings (\$25/all uses); Missoula (\$22.50/single family & \$65/multi-family, commercial & industrial uses); and, Whitefish (\$50/all new residential & commercial uses, \$25/additions, garages, barns, etc. uses).

Since October, 2005, the Planning Office has processed about 275 zoning permit/determination applications.

Attachment: Resolution No. 9573

RESOLUTION No. 9573

A RESOLUTION ESTABLISHING A FEE
FOR PROCESSING ZONING PERMITS/DETERMINATIONS
Effective Date: July 1, 2006

WHEREAS, the City Land Development Code, as adopted by the Great Falls City Commission on September 6, 2005, includes provisions and procedures for the processing of zoning permits/determinations; and,

WHEREAS, the City of Great Falls processes numerous applications pertaining to zoning permits/determination; and,

WHEREAS, the City Land Development Code further includes provisions for the establishment of application fees by the City Commission for the processing of zoning permits/determinations.

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

1. That Resolution No. 9573 is hereby adopted.
2. That the fee for processing of zoning permits/determinations shall be established at the rate of \$25 per application.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana on this 6th day of June, 2006.

Dona 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. 9573 was placed on its final passage and passed by the City Commission of the City of Great Falls, Montana, at a meeting thereof held on the 6th day of June, 2006, and approved by the Mayor of said City, on the 6th day of June, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 6th day of June, 2006.

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

AGENDA REPORT

DATE May 16, 2006

ITEM: CHANGE ORDER NO. 1 AND FINAL PAYMENT: COMMUNITY RECREATION CENTER ROOF, O.F. 1443.1

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: APPROVE CHANGE ORDER NO. 1 AND FINAL PAYMENT

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION: Staff recommends approval of Change Order No. 1 and Final Payment to McLees Incorporated for the Community Recreation Center Roof, O.F. 1443.1.

MOTION: "I move the City Commission approve Change Order No. 1 for \$1,946.00 and final payments of \$2,615.58 to McLees Incorporated and \$26.42 to the State Miscellaneous Tax Division for the Community Recreation Center Roof, O.F. 1443.1 and authorize the City Manager to execute the necessary documents and make the payments."

SYNOPSIS: McLees completed all contracted work and the City Engineering staff recommends approval of the change order, acceptance of the project, and execution of the Final Payment. McLees advertised in the Great Falls Tribune certifying that all contracted labor and materials have been paid to date.

Change Order No. 1 provides compensation for supervision, labor, material, equipment and overhead for furnishing and installing drip edge metal on the concrete parapet wall, and repairing electrical conduit located on the roof. The additional work results in an increase of \$1,946.00, for a final total contract price of \$52,840.00.

BACKGROUND: On October 18, 2005, the City Commission approved an agreement with Lacy & Ebeling Engineering, Inc. for engineering services to inspect and design the Community Recreation Center roof repairs. Lacy & Ebeling developed the drawings and prepared specifications for the roof bid package. City Engineering prepared the bid document and bid the project.

The Commission approved the original contract for \$50,894.00 on February 21, 2006. The project was funded by the tax increment fund.

Lacy & Ebeling provided primary inspection and consulted with City staff. City staff performed some inspection services, and project management.

The two-year warranty period began on April 12, 2006 when the project was substantially complete.

Attachment: Change Order No. 1
Claim & Pay Estimate #3, Final
(Attachments are unavailable online; are on-file in the City Clerk's Office.)

AGENDA REPORT

DATE May 16, 2006

ITEM: CONSTRUCTION CONTRACT AWARD: 1ST AND 2ND AVENUES NORTH WATER MAIN REPLACEMENT, O. F. 1450

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 \$824,100.00 to Ed Boland Construction for the 1st and 2nd Avenues North Water Main Replacement, O. F. 1450, and authorize the City Manager to execute the construction contract documents."

PROJECT TITLE: 1st and 2nd Avenues North Water Main Replacement, O. F. 1450

RECOMMENDED CONTRACTOR: Ed Boland Construction

CONTRACT AMOUNT: \$824,100.00

ENGINEER'S ESTIMATE: \$803,567.50

START DATE: Projected for June 2006

COMPLETION DATE: September 2006 (94 Calendar Days)

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

SYNOPSIS: This project will replace portions of the water system located in 1st Avenue North from 19th to 21st Street North; 2nd Avenue North from 15th to 23rd Street North; 18th Street from 1st Avenue North to 2nd Avenue North, and 9th Street from 1st Avenue North to 2nd Avenue North. The number of main breaks in these areas is among the highest in the system.

Two bids were received and opened for this project on May 3, 2006. The bids were \$824,100.00 and \$937,990.00. 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 roadway and disrupted water service and traffic to local residences and businesses. The breaks are primarily due to corrosive soils and the age and the type of pipe material used. This project, which is identified in the City's Water Capital Improvement Plan, will replace approximately 5,450 lineal

feet of 6 and 8 inch, and 150 lineal feet of 16 inch deteriorated cast iron pipe with PVC water main. 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, steel and copper price increases, and lack of suppliers. Since petroleum is also used to make PVC, pipe prices have also increased. An increase in prevailing wage rates is another contributing factor. Prices bid for water main replacement projects in 2004 averaged around \$101 per foot, a bid earlier this year was \$115 per foot, and this bid is approximately \$147 per foot.

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
 1st and 2nd Avenues North Water Main Replacement
 OF 1450

Project Number _____
 Bids Taken at Civic Center
 Date: May 3, 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	Ed Boland Construction 4601 7th Ave. So. Great Falls, MT 59405	√	N/A	√	√	√	√	\$824,100.00
2	Falls Construction 1001 River Drive Great Falls, MT 59401	√	N/A	√	√	√	√	\$937,990.00
3								
4								
5								
6								
7								
8								
9								
10	Engineer's Estimate							\$803,567.50

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

AGENDA 13
DATE May 16, 2006

ITEM: CONTRACT BID AWARD: SLUDGE BASIN REHABILITATION PROJECT,
PHASES TWO AND THREE, (O.F. 1332.5)

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: CONSIDER BIDS AND AWARD CONTRACT

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION: Approve Contract between the City of Great Falls and Dave Kuglin Construction, for the Sludge Basin Rehabilitation Project, Phases Two and Three, (O.F. 1332.5).

MOTION: "I move the City Commission award a contract in the amount of \$428,780.00 to Dave Kuglin Construction for the Sludge Basin Rehabilitation Project, Phases Two and Three, (O.F. 1332.5) and authorize the City Manager to execute the contract."

PROJECT TITLE: Sludge Basin Rehabilitation Project, Phases Two and Three, (O.F. 1332.5).

RECOMMENDED CONTRACTOR: Dave Kuglin Construction

CONTRACT AMOUNT: \$428,780.00

ENGINEERS ESTIMATE: \$395,000.00

BUDGETED FUND: Water Treatment Capital Funds

START DATE: May 2006

COMPLETION DATE: July 2006 (60 Calendar days)

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

SYNOPSIS: This is the second and third phases of reconstruction on the remaining sludge basins at the Water Treatment Plant. One bid for this project was opened on May 2, 2006. The price bid was slightly higher than the Engineer's estimate but is within the project budget. Factors for the higher bid price include increased labor wage rates, higher materials costs and higher fuel costs. The bid tabulation form is attached.

BACKGROUND: Sludge Basin Rehabilitation Project, Phases Two and Three, (O.F. 1332.5) are

part of a series of Water Treatment Plant infrastructure upgrades. This project is part of the Capital Improvement Plan and is to be funded by water funds. It was also identified in the new Water Master Plan as a high priority improvement.

The project consists of excavation and backfill of the existing sludge drying basins back to their original contours, replacing the under drain piping, and installing a concrete liner in the bottom of the basins. Currently city staff cleans out the pond bottoms of built-up sludge with a loader and track-type skid steer. It is difficult to maintain design elevations on the bottom of the ponds and over excavation often occurs. In addition, excess water seeps between ponds and makes it more difficult to de-water the sludge properly. Installing a concrete liner in the bottom of the sludge ponds will benefit sludge removal in the spring and facilitate sludge de-watering.

Neil Consultants Inc. completed the project design. City Engineering staff will complete construction inspection and project administration duties.

Attachment: Bid Tabulation

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

BID TABULATION SUMMARY
 Sludge Basin Rehabilitation Project - Phase 2 and 3
 OF 1332.5

Project Number _____
 Bids Taken at Civic Center
 Date: May 3, 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	David W. Kuglin Construction P.O. Box 491 Black Eagle, MT 59414	N/A	N/A	√	√	√	√	\$428,780.00
2								
3								
4								
5								
6								
7								
8								
9								
10	Engineer's Estimate							\$395,000.00

AGENDA REPORT

DATE May 16, 2006

ITEM Construction Contract Award, Eagle Falls Golf Club (O.F. 1480.1)

INITIATED BY Park & Recreation Department

ACTION REQUESTED Award Contract

PREPARED & PRESENTED BY Patty Rearden, Interim Parks & Recreation Director

- - - - -

RECOMMENDATION:

Staff recommends the following motion:

MOTION:

“I move the City Commission award a contract in the amount of \$20,900 to Birkenbuel Construction for construction of sand bunkers and mounds on four holes at Eagle Falls Golf Club, and authorize the City Manager to execute the contract documents.”

SYNOPSIS:

A local group comprised of Harry Birkenbuel, Terry Morton, and Fid Fitterer have approached the City with a proposal to improve the last four holes at the Eagle Falls Golf Club, to include four sand bunkers and three mounds. The original design prepared by Les Furber, with Golf Design Services, will be followed. The group plans to significantly cut the cost of construction by using volunteers to help with the project. The contract will include a payment to Birkenbuel Construction in the amount of \$20,900. In addition, the City will pay for the sand for the bunkers at an estimated cost of \$6,500, and for professional services of Golf Design Services at an estimated cost of \$1,750, for a project total estimated at \$29,150. The group plans to begin construction on May 17, 2006 and complete the project by June 15, 2006.

BACKGROUND:

The City of Great Falls contracted with National Golf Foundation (NGF) last fall to evaluate and make recommendations to improve municipal golf management and operations in order to make the courses financially stable. As a result of that study the City Commission has approved a new fee structure to help meet operating costs this year. Also, they have created and organized an Ad-Hoc Committee to advise on the appropriate role of the City in providing golf recreation for citizens. The Ad-Hoc Committee is planning to prepare a RFP to explore possibilities outlined by NGF for a different management/operations structure for the future of the Great Falls courses.

The NGF study made many recommendations to improve both golf courses and the financial stability of the golf fund. Public Hearings were held on the fee issue and many suggested improvements were offered by golfers at that time. Since then, the City Manager has been conferring with different golfers to get input on ways to improve the golf experience this year. The City Manager has also conferred with golf staff. As a result of those discussions, a list of capital items totaling \$95,000 was compiled for City Commission consideration. The City Commission approved the funding at their meeting on April 18, 2006. The requested funds will come from general fund reserves.

CONTRACTOR AGREEMENT

AGREEMENT made between the City of Great Falls, a Municipal Corporation, hereinafter referred to as "City", and Birkenbuel Construction, 3517 15th Ave. So., Great Falls, Montana, 59405, 406-788-7486 hereinafter referred to as "Contractor", the parties agree as follows:

Contacts:

City: Brad Lopez, Project Manager, 406-781-8966; Patty Rearden, 771-1265
Contractor: Terry Morton, 3440 5th Ave. So., Great Falls, MT 59405, 406-761-6669,
406-231-1725.

Contractor agrees to provide a time line for construction and a detailed plan of work prior to commencing construction. Any alterations of the original plan must be approved by City. All work will be coordinated with Brad Lopez, Project Manager. Contractor will keep all holes open for play as much as possible. Three days advance notice must be given prior to shutting down any area to golfers.

Contractor does hereby agree to furnish all equipment, labor, fuel and supplies to construct 4 (four) sand bunkers (approximate size 60' x 30' x 3.5" deep) and 3 (three) mounds (approximate size 40' x 20' x 4' high) at Eagle Falls Golf Club, Great Falls, Montana. The actual shape and size of said bunkers and mounds shall be as agreed upon by both parties during a field review and locations visit by representatives of both parties.

All sand bunkers shall be constructed following USGA recommendations. They shall be placed in locations as designed by Golf Design Services, Ltd. of Canmore, Alberta as submitted to the City of Great Falls 10/1998. The bunkers shall be visible, free draining, free of debris, and sloped to drain away from the sand as much as possible.

All work shall be completed in a workmanlike manner to standard practices. Any alterations or deviations involving additional costs shall be executed upon written agreement between the City and the Contractor only and will become an extra charge over and above the agreed price.

1. Construct 4 (four) sand bunkers units including all drainage, and sod
\$4,100 each = \$16,400.00
2. Construct 3 (three) grass mounds), \$1,500 each = \$4,500.00
3. Total Due Contractor: \$20,900.00
4. City to purchase sand, estimated at \$6,500

The City of Great Falls agrees to make payment to Birkenbuel Construction through a draft account that allows for progress payments as the project progresses in order to make timely payments for materials. These drafts shall not exceed three.

The City of Great Falls shall be responsible to locate and mark all water lines, electrical lines, sprinkler heads and other features that may exist, to the best of their ability from existing drawings and knowledge.

The Contractor shall commence work on the project by May 17, 2006 and complete the project within sixty days. Any extension of this time frame must be agreed upon by both parties and made an attachment to this contract.

The parties agree that Contractor is an independent contractor of the City and in no way an employee or agent of the City and not entitled to workers compensation or any benefit of employment with the City.

The City shall have no responsibility for security or protection of Contractor's supplies or equipment.

Contractor shall not assign, sell, transfer, subcontract rights or delegate responsibilities under this contract, in whole or in part, without the prior approval of the City.

Contractor warrants that all materials and goods supplied under the Agreement shall be of good quality and that all services will be performed in a good workman like manner. All materials and goods shall carry full factory warranties and the Contractor must guarantee workmanship for a period of one year following completion of project in the form of a Performance Bond in the amount of 100% of the total project price executed by a surety corporation authorized to do business in the State of Montana.

Contractor shall protect existing turf, irrigation systems, cart paths and all other property from damage during construction. Any damages found to have been caused by the construction activity shall be the remedial responsibility of the Contractor.

Contractor shall be responsible for the prevention of damage to trees. Contractor shall avoid driving or working on the root zone of trees to prevent excessive compaction of the soil. Nails, bolts, or other fastening materials shall not be imbedded into the trunk or limbs of trees. Ropes, wires or other hanging materials shall not be attached to a tree in such a manner that the bark may be damaged or cause undue stress to the plant structure. Any damage should be reported immediately to the City Forester so that preventive action may be taken to minimize tree damage. Upon completion of construction, contractor shall notify the City Forester for a final inspection of the trees. Any damage found to have been caused by the construction activity of Contractor shall be the remedial responsibility of the Contractor.

Contractor shall restore all property to the condition, or better, existing at the time he entered onto the property. Such restoration work shall include, but not be limited to fences, buildings, driveways, turf, irrigation systems and cart paths. No separate payment will be made for this work. The restoration work will be done to the satisfaction of the City.

Contractor hereby agrees to obtain at its own expense and to keep in full force and effect during the course of the construction Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate single limit per occurrence. Contractor also agrees to obtain workers' compensation insurance with State Statute limits. All policies shall be issued by companies licensed to do business in the State of Montana. All such policies of insurance shall be endorsed to be primary of all other valid and collectible coverages maintained by the Contractor and the City of Great Falls, with respect to their activity at the golf course. All applicable policies will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with the Contractor's obligation under this paragraph.

The Contractor shall name, as additional insured, the City of Great Falls. Contractor shall furnish to the City of Great Falls a certificate of insurance including a copy of the Additional Insured

Endorsement as evidence that the required coverage is in effect. Should Contractor fail to provide such certificate(s), the City of Great Falls may cancel the contract.

Contractor agrees to indemnify, hold harmless and defend the City of Great Falls, their officers, directors, agents, servants and employees (“indemnities”) from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney’s fees), on account of personal injury, death or damage to or loss of property of profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law or ordinance of Contractor. Such indemnification by Contractor shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of the City of Great Falls.

Contractor hereby waives any and every claim which arises or may arise in its favor and against the City of Great Falls during the term of this Agreement or any extension or renewal thereof, for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in the Agreement with respect to any loss or damage to property of Contractor. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person).

Contractor is advised to provide each insurance company written notice of the terms of such waiver, and to have insurance policies properly endorsed, if necessary.

Contractor agrees to comply with all Federal, State, City and local laws, rules and regulations.

Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this agreement.

The parties through their authorized agents have executed this contract on this _____ day of, 2006.

CITY OF GREAT FALLS

CONTRACTOR

By: _____
John W. Lawton, City Manager

By: _____

It's: _____
Title or Office

ATTEST:

City Business License: _____

Cost of Project: \$20,900

Peggy J. Bourne, City Clerk

Worker's Comp form received: _____

Insurance received: _____

AGENDA REPORT

DATE May 16, 2006

ITEM REJECT BID: INTERACTIVE FIREARM TRAINING SYSTEM

INITIATED BY GREAT FALLS POLICE DEPARTMENT

ACTION REQUESTED REJECT BID

PRESENTED BY Tim Shanks, Captain, Support Services

APPROVED BY Cloyd Grove, Interim Chief of Police

- - - - -

RECOMMENDATION:

Staff recommends the bid for the Interactive Firearm Training System be rejected.

MOTION:

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

SYNOPSIS:

Bids were opened May 3, 2006 with two vendors submitting bids. Advanced Interactive Systems Bid Security was in the form of a Personal Check, therefore not accepted. FATS, Inc. submitted a bid of \$88,610.00. The Great Falls Police Department was awarded an \$80,000 U.S. Congress appropriation to purchase an Interactive Firearm Training System.

Minor changes will be made and be re-bid in the near future.

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.

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

CITY OF GREAT FALLS, MONTANA

AGENDA # 16

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

DATE May 16, 2006

ITEM LABOR AGREEMENT - CITY OF GREAT FALLS/MONTANA PUBLIC
EMPLOYEES' ASSOCIATION (MPEA)

INITIATED BY The Montana Public Employees' Association (MPEA)

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 Montana Public Employees' Association (MPEA).

MOTION:

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

BACKGROUND:

The previous agreement was for a two-year period, expiring 6/30/06. The terms of the proposed agreement extend for four years, from July 1, 2006 through June 30, 2010. The salary schedule will be increased 3.25% the first year, and 4% the second year. The third and fourth year salary schedules will be adjusted by the amount the City Commission approves for cost of living increases effective 7/1/08 and 7/1/09, and an additional step will be added in each of the last two years.

The major changes from the previous agreement are:

1. Article 1, RECOGNITION
The listing of positions in the bargaining unit was updated to reflect current positions and titles.
2. Article 2, TERM OF THE AGREEMENT
The term of the agreement was changed to July 1, 2006 through June 30, 2010.

3. Article 10, DEFINITIONS

Item C the length of time a temporary employee is allowed to work was increased from nine months to twelve months.

A new Item F was added defining “short-term worker” as an employee hired to work no more than ninety (90) days in a continuous 12-month period. Short-term workers are not eligible to accrue sick leave, vacation leave and holiday benefits.

4. Article 13, JOB DESCRIPTION

Section 2 was changed to require a written response to an employee’s request for a review of their job description and classification within thirty days.

5. Article 14, VACATIONS

A sentence was added to the end of Item G stating that once a vacation request is approved, it will not be rescinded unless an emergent situation/condition arises.

6. Article 15, SICK LEAVE

Section 2 (B) and (C) were changed to language consistent with the Personnel Policy Manual regarding the definition of immediate family for sick leave usage.

7. Article 19, PAY AND HOURS

Section 6 was changed, increasing the amounts for shift differential from 35¢ to 50¢/hr. for afternoon shift and from 50¢ to 70¢/hr. for night shift.

Section 7 was changed, increasing the amount a designated lead dispatcher receives from 60¢ to 75¢/hr.

Section 9 was changed, increasing the minimum number of hours of overtime an employee receives when called back to work from two hours to four hours.

Section 10 was changed, increasing the hourly rate a dispatcher who is assigned to train a new dispatcher from 25¢ to 35¢/hr.

8. Article 24, RATING AND WARNINGS

Section 2 was changed to reflect the actual practice of removing requested items from an employee’s personnel file.

9. Article 27, WAGES

Language was added regarding Addendum B (7/1/06 – 7/30/08) salary schedules. Effective 7/1/06, the current salary schedule will increase 3.25% and 4% effective 7/1/07.

Effective 7/1/08, a new salary schedule will be created reflecting the City Commission approved cost of living increase and an additional step of 2.5% for employees after eight (8) years in the same position. Effective 7/1/09, the salary schedule will be increased by the City Commission approved cost of living increase and an additional step of 2.5% will be added for employees after ten (10) years in the same position.

10. Article 28, HEALTH INSURANCE

The contribution rates were changed to reflect City and employee contribution amounts scheduled for 7/1/06. Language was added that addresses increases during the term of the Agreement. Any increases through the first three years of the agreement (through 6/30/09) 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.

Effective 7/1/09, the amount/portion of the health insurance premium the City will contribute will be at levels approved by the City Commission.

11. New Article, Article 30, TRAINING

A new article was added stating the City will make its best effort to provide/make available access to training at least every two years to employees required to maintain certification or licenses for their positions.

12. ADDENDUM A: GRIEVANCE PROCEDURE

One step in the Grievance Procedure was eliminated to reduce the length of time it takes to resolve grievances.

13. ADDENDUM B, the Salary Schedules for the period of 7/1/06 – 6/30/08 were increased by 3.25% effective 7/1/06 and 4% effective 7/1/07.

New salary schedules effective 7/1/08 and 7/1/09 will be created in accordance with Article 27, WAGES.

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS, MONTANA

AND

MONTANA PUBLIC EMPLOYEES' ASSOCIATION, INC.

JULY 1, 2006 - JUNE 30, 2010

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PREAMBLE

This Agreement is made and entered into this ____ day of _____, 2006, between the City of Great Falls, hereinafter referred to as the "Employer", and the Montana Public Employees'

Association, hereinafter referred to as the "Association". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the Employer, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment. It is understood that the Employer is engaged in furnishing an essential public service, which vitally affects health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the Association as the sole and exclusive representative of all employees within the bargaining unit as defined and certified by the Board of Personnel Appeals listed below:

- | | |
|--|--|
| Account Clerk | Emergency Services Dispatcher, Senior |
| Account Clerk Senior | Events Specialist |
| Accounting Technician | Grant Assistant |
| Accounting Technician, Senior | Housing Specialist |
| Administrative Secretary | Information Technology Operations Technician |
| Administrative Secretary, Senior | Information Technology Website Specialist |
| Administrative Secretary/Lab Assistant | Land Management Specialist |
| Box Office Specialist | Library Clerk |
| Building Inspector I | Library Specialist |
| Code Enforcement Technician | Office and Administrative Specialist |
| Code Enforcement Technician, Senior | Police Evidence Technician |
| Community Development Program Specialist | Police Information Technician |
| Community Development Program/Rehab Specialist | Police Information Technician, Senior |
| Community Development Technician | Police Records Specialist |
| Community Development Technician, Senior | Process Server |
| Community Service Officer | Process Server, Senior |
| Compliance/Quality Control Specialist | Utility Billing Technician |
| Emergency Services Dispatcher | Utility Dispatcher |

ARTICLE 2: TERM OF THE AGREEMENT

This Agreement shall be effective as of the 1st day of July 2006, and shall remain in full force and effect through the 30th day of June 2010. Either party desiring to change or terminate this Agreement must notify the other in writing at least one hundred twenty (120) days prior to and no less than ninety (90) days prior to June 30, 2010.

ARTICLE 3: EFFECT OF LAWS AND RULES

Section 1. This contract is subject to all applicable existing or future laws or regulations of the State of Montana or its political subdivisions.

Section 2. The provisions of this contract are intended to state minimum standards of employee rights and benefits, and the Employer is not hereby prohibited from extending additional benefits to its employees when in its judgment such benefits are justified, and may reduce current benefits to the minimum contained herein.

ARTICLE 4: SEVERABILITY

In the event any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in force and effect.

ARTICLE 5: MANAGEMENT RIGHTS

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

- A. direct employees;
- B. hire, promote, transfer, assign, and retain employees;
- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- D. maintain the efficiency of government operations;
- E. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- G. establish the methods and processes by which work is performed.

ARTICLE 6: EMPLOYEE RIGHTS

Section 1. **RIGHT TO ORGANIZE** - It shall be the right of all employees covered by this agreement to join and support Association for the purposes of negotiating with Employer with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing, maintaining, protecting, and improving the standards of the City of Great Falls and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the

Collective Bargaining Act. No employee shall be discharged or discriminated against by Employer for upholding lawful Association activities.

Section 2. PROTECTION OF EMPLOYEE RIGHTS - Employer shall give reasonable support to employees in the discharge of their duties. No employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause; excluding, however, probationary employees.

Section 3. HOLD HARMLESS - Employer shall provide insurance protection to defend and indemnify, if necessary, employees for claims, actual or alleged, made against them while acting within the course and scope of their employment, provided that such incidents, damages or acts are not caused by the willful violation of penal statutes, or acts of fraud or conduct contrary to the Employee Handbook. In addition, Employer agrees to abide by all requirements of the laws of the State of Montana relating to its obligation to defend, indemnify and hold employees harmless while acting within the course and scope of their employment.

ARTICLE 7: ASSOCIATION RIGHTS

Section 1. In the event the Association designates a member employee to act in the capacity as official spokesperson for the Association on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the Employer immediately after their election and the Employer shall be notified of any changes of said representatives within 7 calendar days.

Section 3. The internal business of the Association shall be conducted by the employees during their non-duty hours; provided, however, that a selected and designated Association officer or appointee shall be allowed a reasonable amount of paid time to act as an employee representative in a disciplinary meeting when requested by the employee, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule.

Section 4. The Association's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be approved in advance with management, and shall not unduly disrupt work in progress.

Section 5. The Association may utilize a reasonable amount of space on bulletin boards as determined by the Employer on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Association.

Section 6. Accredited Association representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file, with the exception of medical information unless the issue involves such matters, and only where justification is advanced for such access by the Association.

Section 7. The Association may be allowed to use the employer's facilities for Association meetings contingent upon availability and management approval. The Association shall be liable for any damages as a result of such use.

Section 8. **RIGHT TO INFORMATION** - Employer recognizes the necessity for the Association to have possession of information to maintain the Agreement and prepare for negotiations. Therefore one (1) copy of the following materials will be furnished the Association by Employer at no cost within ten (10) days of the receipt of a request, provided such materials are available: General fund budgets - preliminary and final; Annual report of Employer setting forth actual receipts and expenditures; Administrative regulations; names, addresses and classifications of employees in a particular classification or department of employees covered by this agreement; any information, statistics and records relevant to negotiations, or necessary for proper enforcement of the terms of this agreement. The Association, upon written request to Employer, shall also be furnished information or access to information that is of a public nature and is available. For such information Employer may charge the Association for the cost of preparing or providing copies thereof.

ARTICLE 8: ASSOCIATION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Association, but must, as a term and condition of employment, pay a representation fee to the Association.

Section 2. Upon receipt of written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association by such employee for dues or representation fee. The Employer will remit to the Association such sums within 30 calendar days. Changes in the Association membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least 30 calendar days in advance of such change.

Section 3. All employees covered by the terms of this Agreement shall within 30 days of the signing of this Agreement, or within 30 days of employment, whichever is later, pay dues or a representation fee to the Association. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after

the 30-day period specified above. The Employer shall initiate appropriate discharge actions under this Section to insure discharge of the affected employee(s) of the 30th day from receipt by the Employer of the Association's written notice of default and demand for discharge.

Section 4. The Employer, within 30 days of the signing of this Agreement, shall present the Association with a list of the names and addresses of all current employees covered by this Agreement, and shall update list each month for all new hires.

Section 5. The Association shall indemnify, defend, and hold the Employer harmless against any

claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 9: SCOPE OF AGREEMENT

This Agreement constitutes the full and complete agreement between the parties and, as such, supersedes all previous agreements, understandings and practices, whether or not in writing, and whether or not they are formal or informal. The parties further acknowledge that during the course of collective bargaining each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provisions of this Agreement nor upon any subject of collective bargaining unless by mutual consent of the parties hereto.

ARTICLE 10: DEFINITIONS

- A. "Employee" shall mean employees of the CITY who are members of the bargaining unit covered by this Agreement.
- B. "Permanent employee" means an employee who is assigned to a designated budgeted permanent position and who has completed the respective probationary period.
- C. "Temporary employee" means an employee assigned to a position designated as temporary in the City's budget, created for a definite period of time not to exceed twelve (12) months in accordance with MCA 2-18-101(26).
- D. "Full-time employee" means an employee who normally works 40 hours a week.
- E. "Part-time employee" means an employee who normally works less than 40 hours a week.
- F. "Short-term worker" means an employee who does not work for more than ninety (90) days in a continuous 12-month period. A short-term worker is not eligible to earn sick leave, vacation leave and holiday benefits in accordance with MCA 2-18-101(23).

ARTICLE 11: SENIORITY AND LAYOFF

Section 1. Seniority means an employee's length of continuous service with the Department since the first date of hire as a permanent employee, and shall be computed from the date the employee began such service.

- A. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, in the event of reemployment under Section 2 of this Article, previous service shall count towards seniority.
- B. Employer shall post a seniority roster on December 1 of each year. Employee may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.

Section 2.

- A. A reduction in force and the term "layoff" as used herein shall be separate and distinct from the terms resignation, retirement and dismissal, and shall mean the loss of an employee's employment with the Employer which is the result of any reason other than resignation, retirement or dismissal.
- B. In the event that Employer anticipates that a layoff of employees is to take place, the Employer will provide the Association with written notification which will include the positions proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon Association request, the Employer will make available to the Association any data requested which pertains to the layoff determination. Any employee who is to be placed on layoff will be so notified in writing, by certified mail, at least thirty (30) calendar days prior to the effective date of the layoff. The Association will be provided with a listing of the employees being notified of the layoff.
- C. Layoffs caused by Reduction in Force shall be in order of seniority within the Dept., that is; the employee last hired shall be the first released in the same job classification.
- D. During notification period, affected employees will be given first consideration for any vacant position authorized by the City Manager for which they are qualified within the City. Qualifications based on current/ reviewed/ updated job description. If more than one qualified employee is interested in the vacant position, seniority will be the determining factor for selection to the position.
- E. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of a Reduction in Force shall be the first considered for any position for which they are qualified within the City. The Employer shall notify in writing such employee to return to work and furnish the Association with a copy of such notification. It shall be the employee's responsibility to maintain a current address on record with the Employer for the purpose of such notification.
- F. Layoffs and subsequent recall shall not be considered as a new employment affecting the status of previous employees, nor shall it require the placement of reemployed personnel in a probationary status, if recalled to their previous position.

Section 3. Seniority shall be terminated when an employee terminates under the following conditions. He or she also gives up all benefits.

- A. terminates voluntarily or retires;
- B. is discharged for just cause;
- C. is absent for one working day without properly notifying the Employer;
- D. fails to report for work after layoff within three (3) working days after being notified by

telegram or mail at their last known address unless satisfactory excuse is shown.

ARTICLE 12: JOB SECURITY

Section 1. The probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not in the judgement of the Employer meet the required standard of performance. The probationary period shall be six (6) months for all bargaining unit members other than Emergency Services Dispatchers who shall have a probationary period of nine (9) months. When an employee is considered marginal by the Employer, an extension of the six- (6) month probationary period, of up to an additional thirty (30) days, may be required by the Employer. The Employer may terminate the employment of any employee in accordance herewith upon written notice to the employee. Any employee who has not been otherwise notified prior to the end of his probationary period shall automatically obtain permanent status.

Section 2. The Employer may discharge any employee with permanent status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such action. An employee with permanent status may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure. This in no way limits management's prerogative to layoff employees in accordance with Article 10.

ARTICLE 13: JOB DESCRIPTION

Section 1. Any employee may request at any time and shall receive a copy of his/her current job description. This description shall outline the duties and responsibilities for which the employee is held accountable.

Section 2. The employee may request a review of the job description and classification if he/she deems the job description does not reflect current duties and responsibilities. The Employer, within thirty (30) days of the employee's request for a review of the job description and classification will have completed the review with a written determination given to the employee.

ARTICLE 14: VACATIONS

- A. Vacation leave shall be earned and accumulated as provided in the Montana Codes Annotated.
- B. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.

C. It shall be unlawful for an Employer to terminate or separate an employee from his/her employment in an attempt to circumvent the provision of this law. Should a question arise under this paragraph, it shall be submitted to arbitration as provided in 3-2-101, MCA, unless there is a collective bargaining agreement applicable.

D. Accumulation of leave. Annual vacation leave may be accumulated to a total not to exceed 2 times the maximum number of days earned annually as of the last day of any calendar year. However, excess vacation time is not forfeited if taken within 90 calendar days from December 31st of the year in which the excess was accrued.

Employees with excess hours will be notified by the 10th of January of the number of hours that they need to use by March 31st. Employees must submit vacation requests to use their excess vacation by January 31st. If an employee's approved vacation is cancelled by the City, the employee will be allowed to carry those hours over to the current year.

E. Separation from service or transfer to other department - cash for unused vacation leave upon termination. An employee who terminates his/her employment with the City, for reason not reflecting discredit on himself/herself, shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above. However, if an employee transfers between departments of the same city jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving department assumes liability for the accrued vacation credits transferred with the employee.

F. When an employee has exhausted all accrued sick leave, absence because of illness can be chargeable against vacation by mutual agreement between the employee and his/her supervisor, prior to approving leave without pay.

G. Vacations will be granted at the time requested subject to the operational needs of the department. A vacation sign-up sheet shall be posted on each department's bulletin board by December 1 of the year proceeding the year to be scheduled. For those employees who request vacations before January 10th and a conflict arises, seniority shall govern, by division, with the most senior employee in the bargaining unit given first choice of when he/she shall take their vacation.

Vacations requested after January 10th of each year will be in writing and granted on a first-come, first-serve basis. The City reserves the final right to deny all vacation requests, in writing, based upon operational needs within one (1) day of each request. Once a vacation request is approved, it will not be rescinded unless an emergent situation/condition arises.

H. Receipt of vacation leave credits by an injured worker may not effect the worker's eligibility for temporary total disability benefits.

ARTICLE 15: SICK LEAVE

Section 1. Sick leave shall be earned and accumulated as provided in the Montana Codes Annotated.

Section 2. Employee may take sick leave for the following reasons:

- A. Personal illness;
- B. When needed to care for an immediate family member, or any other member of an employee's household, this leave may not exceed more than five (5) days at any one time. "Immediate family" shall mean: employee's spouse, children, mother, father, sisters, brothers, grandparents or grandchildren, and corresponding in-laws;
- C. When there is a death in the immediate family, up to five (5) days sick leave may be granted.

Section 3. A doctor's report may be required for any paid sick leave if the supervisor has reason to suspect abuse of sick leave. The employee will be notified if a doctor's slip is required that work day.

Section 4. Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.

- A. Report within 15 minutes of beginning of his or her shift to the division head the reason for absence.
- B. 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 on a daily basis.

Section 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, or in lieu of receiving workers' compensation wage loss benefits, employee may choose to use accrued sick leave benefits.

Section 6. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave and vacation leave credits, and needs more time away from work, members of the Association may donate one (1) day of sick leave to any employee on an individual basis. Requests for donations must be approved by management. If an employee has exhausted all accrued sick leave and vacation leave, the Employer may permit the employee to be placed on a leave without pay status. The maximum an employee can receive or donate is fifteen (15) days in a calendar year.

Section 7. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification.

Section 8. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

ARTICLE 16: OTHER LEAVES

Section 1. Jury and Witness Duty, as per 2-18-619, M.C.A.

- A. Each 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 appropriate accounting office. Juror fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowance paid him by the court.
- B. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowances paid him by the court.
- C. Employees are required to report back to work if dismissed from jury/witness duty prior to one-half (½) hour before the end of his/her normal shift, unless on annual leave.
- D. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

Section 2. Military Leave and maternity leave shall be prescribed by law.

Section 3. "Leave without pay" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his/her regular job. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Management shall be based on the needs of the department and the reason for the request. Sick leave and vacation leaves do not accrue while an employee is on leave without pay status.

ARTICLE 17: HOLIDAYS

Section 1. Employees shall be granted the following holidays according to state law:

- a. New Year's Day, January 1
- b. Martin Luther King Day, 3rd Monday in January
- c. Lincoln's and Washington's Birthday, 3rd Monday in February
- d. Memorial Day, last Monday in May
- e. Independence Day, July 4
- f. Labor Day, 1st Monday in September

- g. Veterans' Day, November 11
- h. Thanksgiving, 4th Thursday and Friday in November
- i. Christmas, December 25

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all employees covered under this agreement. Part-time employees shall receive pay or accrual for the holiday on a pro-rata basis. To be eligible for holiday pay an employee must be in a pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 3. An employee who works on a legal holiday shall receive appropriate paid leave the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by mutual agreement by the employee and his supervisor or shall be paid a minimum of 1½ times the regular hourly rate plus holiday pay if no paid leave is requested by the employee.

Employees who work in the Communication Agency, Cascade County, 911, will notify the Employer when they put in for vacation (January 10th) of which holidays they would like to take a day in lieu of the holiday worked. Emergency Services Dispatchers shall bank their holiday premium pay and overtime into a compensatory time bank that will not exceed eighty (80) hours. Any holiday premium pay or overtime pay worked in excess of eighty (80) hours shall be paid. All compensatory time scheduled off shall be with mutual agreement. No more than forty (40) hours of compensatory time shall be cashed out in pay in any one pay period.

Section 4. Any employee who is scheduled for a day off on a day which is observed as a legal holiday, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Part-time employees shall receive benefits granted in this section on a pro-rata basis.

ARTICLE 18: REIMBURSED EXPENSES

Section 1. Per Diem. Per Diem or reimbursement for meals or lodging shall be paid at the rates allowable under the Administrative Policy.

ARTICLE 19: PAY AND HOURS

Section 1. SALARIES AND LONGEVITY

A. BASE WAGES - Conditions relative to and governing base wages and salaries are contained in Addendum B of this Agreement, which is attached and by this reference made a part thereof as though fully set forth herein.

Section 2. A work week shall consist of forty (40) hours composed of five (5) consecutive work days, immediately followed by two (2) days off; except when flex time is implemented or when

Departments must maintain a 6 or 7 days a week operation. In those departments (library, police), employees may, on occasion, be scheduled for a 6th consecutive day.

Section 3. A regular workday shall consist of 8 hours of continuous work, unless the employer has exercised the option to implement flextime (see Section 4). The workday will include 2 duty free 15-minute rest breaks as determined by individual departments. Employees shall also be granted a duty-free meal break, the length and scheduling of which is to be determined by the individual departments or supervisor. The meal break shall normally be without pay unless established otherwise by individual departments.

Section 4. Employer will have the option of implementing flex time. Flextime is defined as any variation in the established work schedule within a department. A Department Head will have the authority to disallow or discontinue the use of flextime in the department at any time. At no time will the employee's flexed schedule exceed 40 hours per week. Flextime cannot be transferred or accumulated.

Section 5. ON CALL - "On Call" assignments shall be for a fixed predetermined period of time not to exceed eight (8) hours. Employees formally placed on "on call" status shall be compensated on the basis of two (2) hours straight time pay for eight (8) hours of "on call" or fraction thereof. Full-time employees who are called out for work, that has not been scheduled, and report outside the regular shift shall be paid for a minimum of 2 hours at a rate of 1½ times the regular rate of pay, except for holidays, as enumerated in Article 16, which will be paid at 1½ times the regular hourly rate of pay plus holiday pay. Each hour after 2 hours shall also be paid at the above rates. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workweek.

Section 6. An employee within the Police Department who shall be employed for what is commonly referred to as the "afternoon shift" shall receive an additional fifty (50) cents per hour in addition to other salary payments and any employee who shall be employed for what is commonly known as "night shift" shall receive an additional seventy (70) cents per hour in addition to other salary payments. In each case, such additional compensation shall apply only to the hours during which the employee, in a given pay period, is actually serving on the "afternoon shift" or the "night shift" as the case may be. Employees assigned to work the "swing shift" of 1100 - 1900, will be paid at the afternoon rate; those assigned to work the shift from 1900 - 0300 will be paid at the night rate.

Section 7. In the absence of a supervisor, one dispatcher per shift will be designated as Lead and receive an additional seventy-five (75) cents per hour. Also in the absence of a supervisor for more than twenty (20) consecutive working days, the Lead Dispatcher shall be paid at step 1 of the higher grade for actual hours worked.

Section 8. If an employee is temporarily assigned to work in a higher classified position, for which he/she has been trained, to work a minimum of eight (8) hours, he/she will be paid at the higher classified position rate of pay for the period of time actually worked.

Section 9. If an employee is called back to work after the completion or before the start of their

regularly scheduled shift, the employee shall be paid for a minimum of four (4) hours of overtime pay. Call out pay does not apply if overtime is incurred as a result of an extension of the end of the employee's regularly scheduled shift.

Section 10. A dispatcher who is assigned to train a new dispatcher shall receive an additional thirty-five cents (35¢) per hour for all hours worked training a new dispatcher.

ARTICLE 20: COURT APPEARANCE

In the event that any court appearance before any judicial or administrative body is required as a part of the employee's job, excluding those occurring during regularly scheduled hours or days, the employee shall be paid for a minimum of four (4) hours at the straight time rate. If such court appearance is on a scheduled day off, the four- (4) hour minimum will be paid at the time and one-half rate. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workweek.

ARTICLE 21: OVERTIME

Section 1. Employees legally entitled to overtime shall be paid at a rate of one and one half (1½) times their regular rate of pay for any time they worked over 40 hours per week.

Section 2. The Employer will make a good faith effort to equalize the offer of scheduled overtime among employees in the same work unit and classification where training and ability are sufficient to do the work. Overtime will be worked on a voluntary basis unless needed for continuation of service.

Section 3. Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime credits under this article.

Section 4. Overtime as provided for in this Agreement shall not be pyramided under any circumstances.

ARTICLE 22: GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. Addendum A, attached hereto, shall be utilized to resolve grievances.

ARTICLE 23: VACANCIES AND PROMOTIONS

Section 1. Where qualifications, capabilities, work experience and past work performance are

equal, seniority shall be the controlling factor in filling new or vacated permanent positions.

Section 2. All newly created or vacated positions, excluding reclassifications, uniformed police and fire, professional (licensed/certification), department and division heads (does not include first line supervisors), and skilled trades (carpenter, electrician, plumber), shall be conspicuously posted in each building for three (3) working days to allow current employees the first opportunity to apply.

Postings will identify the salary range assignment and inform employees that additional information on the position is available in the Human Resources Office. Position openings will be filled by promoting from within the City whenever possible. When deemed necessary to recruit from outside, Job Service and all available sources of qualified personnel shall be utilized. The City agrees to interview at least two (2) qualified in-house applicants.

Section 3. The salary for vacant positions shall be posted on each vacancy notice within the bargaining unit. If the City can not attract a qualified candidate at the advertised salary, the position shall be re-advertised with a new salary. The revised posting announcement shall be advertised in-house and out of house concurrently.

ARTICLE 24: RATINGS AND WARNINGS

Section 1. From the date of signing this Agreement, no information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear the signature or initials of the employee indicating that he/she has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request.

Section 2. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall be purged from their file if older than one year unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings. Employee must request the Human Resources Dept. to purge the file.

Section 3. Material placed in the personnel file of an employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceedings involving the employee.

Section 4. RIGHTS TO REPRESENTATION - An employee may, at his/her option, be represented at all disciplinary meetings by an Association Representative.

ARTICLE 25: NOTIFICATIONS

Section 1. The Employer shall insure access to each employee an up-to-date policy manual of its rules, regulations and policies on employment related matters. The employee shall be notified of any changes or additions to personnel rules, regulations and policies issued by the Employer and the individual departments.

ARTICLE 26: NO STRIKE/LOCKOUT

Section 1. During the term of this Agreement, neither the Association nor its agents or representatives will cause, sanction or take part in any strike or any other interference with the operation of the Employer's business.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

ARTICLE 27: WAGES

All permanent employees covered under this Agreement shall receive increases in accordance to the salary schedules contained in Addendum B for the period 7/1/06 – 6/30/08. Effective 7/1/08, the pay schedule will be increased by the City Commission approved cost of living increase and an additional step of 2.5% will be added to the pay schedule for employees after eight (8) years in the same position. Effective 7/1/09, the pay schedule will be increased by the City Commission approved cost of living increase and an additional step of 2.5% will be added to the pay schedule for employees after ten (10) years in the same position.

ARTICLE 28: HEALTH INSURANCE

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/06 through 6/30/09, 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 through 6/30/09 will be shared to maintain the City's 90 (ninety) percent contribution of the total premium and the employee's contribution of 10%.

	City contribution rate:	7/1/06	
		<u>City</u>	<u>Employee</u>
Employee		\$619	\$ 10
Employee & Spouse		\$619	\$ 63
Employee & Child(ren)		\$619	\$ 60
Family		\$619	\$ 83

Effective 7/1/09, the amount/portion of the health insurance premium the City will contribute will be at levels approved by the City Commission.

If management or non-union employees receive beyond the same basic health insurance contribution provided to all other City employees during the term of the contract, bargaining unit members shall receive the same.

This will be the same basic health insurance plan provided to all other City employees. In addition, an MPEA representative will participate on the Insurance Committee.

Effective 7/1/06, for those employee's 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 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 gross pay affects overtime compensation, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

*The City's contribution of the composite rate (\$619) will increase with future increases to the composite rate.

- A. The City reserves the right to add to, delete from or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- B. The City shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

ARTICLE 29: MISCELLANEOUS

Section 1. LABOR-MANAGEMENT COMMITTEE - A Labor-Management Committee shall be formed and consist of three (3) members from the Association and three (3) members from the employer. The Committee will meet as often as necessary. Any subject of concern to either the Association or Employer may be presented to this Committee.

ARTICLE 30: TRAINING

The City will make its best effort to provide/make available access to training at least every two years to employees required to maintain certifications or licenses for their position.

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

CITY OF GREAT FALLS, MONTANA

MONTANA PUBLIC EMPLOYEES'
ASSOCIATION, INC.

John W. Lawton, City Manager

Quinton E. Nyman, Executive Director

ATTEST:

Stacey Bird, Field Representative

City Clerk

(SEAL OF CITY)

Reviewed for legal content:
City Attorney

ADDENDUM A: GRIEVANCE PROCEDURE

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 Department Head or designee. The Department Head or designee and the Union shall meet within ten (10) working days (Monday – Friday) to discuss the grievance and attempt to resolve the grievance. The Department Head or designee 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.

Grievances regarding termination of employment shall be submitted by the Union, in writing, to the Department Head at Step 2.

Step 3.

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 4.

If the grievance is not settled in Step 3, 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 5.

If the grievance is not settled in Step 4, either party may within ten (10) working days (Monday – Friday) submit the grievance to final and binding resolution with an agreed upon arbitrator or request a list of arbitrators from the Board of Personnel Appeals. Final and binding arbitration shall be used for contract violations that involve interpretation of language that would result in a monetary value of \$800 or less.

- A. 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 Final and Binding Resolution shall make the decision and it shall be final and binding on all parties.
- B. City shall present claims or grievances, in writing, to the Union.
- C. Final and Binding Resolution Authority: in any case where Final and Binding 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 Final and Binding 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 6. The parties may mutually agree to use Step 6 to resolve contractual issues with a value of more than \$800 in lieu of judicial review.

RULES OF GRIEVANCE PROCESSING

Rule 1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.

Rule 2. A grievance not filed or advanced by the grievant within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the employer's representative to answer within the time limits shall entitle the employee to the next step.

Rule 3. An appointed authority may replace any titled position in the grievance procedure provided that such appointment has full authority to act in the capacity of the person being replaced.

Rule 4. When the grievance is presented in writing there shall be set forth all of the following:

- A. A complete statement of the grievance and facts upon which it is based.
- B. The rights of the individual claimed to have been violated and remedy or correction requested.

MPEA
Salary Schedule
7/1/06
3.25% Increase

Salary Range	Entry Level 7/1/2006	Step 1 3% Increase after 6 mos in same position 7/1/06	Step 2 Approx 6% Increase after 18 months in same position 7/1/06	Step 3 after 3 years in same position 7/1/06	Step 4 3% Increase after 5 years in same position 7/1/06
1	\$11,394.15	\$11,735.98	\$12,450.70	\$12,824.23	\$13,208.95
2	\$11,679.23	\$12,029.60	\$12,761.97	\$13,144.83	\$13,539.17
3	\$11,970.67	\$12,329.79	\$13,081.02	\$13,473.45	\$13,877.66
4	\$12,270.63	\$12,638.75	\$13,408.05	\$13,810.29	\$14,224.60
5	\$12,576.97	\$12,954.28	\$13,743.25	\$14,155.54	\$14,580.21
6	\$12,891.82	\$13,278.57	\$14,086.83	\$14,509.43	\$14,944.71
7	\$13,214.11	\$13,610.54	\$14,439.00	\$14,872.17	\$15,318.34
8	\$13,543.86	\$13,950.17	\$14,799.97	\$15,243.97	\$15,701.29
9	\$13,883.17	\$14,299.67	\$15,169.98	\$15,625.07	\$16,093.83
10	\$14,229.94	\$14,656.83	\$15,549.22	\$16,015.70	\$16,496.17
11	\$14,585.20	\$15,022.76	\$15,937.95	\$16,416.09	\$16,908.57
12	\$14,950.04	\$15,398.54	\$16,398.35	\$16,826.49	\$17,331.29
13	\$15,323.39	\$15,783.09	\$16,744.81	\$17,247.16	\$17,764.57
14	\$15,707.38	\$16,178.60	\$17,163.43	\$17,678.33	\$18,208.68
15	\$16,099.89	\$16,582.88	\$17,592.52	\$18,120.29	\$18,663.90
16	\$16,501.95	\$16,997.02	\$18,032.33	\$18,573.30	\$19,130.50
17	\$16,914.66	\$17,422.11	\$18,483.13	\$19,037.63	\$19,608.77
18	\$17,338.01	\$17,858.15	\$18,945.22	\$19,513.57	\$20,098.98
19	\$17,770.93	\$18,304.06	\$19,418.85	\$20,001.41	\$20,601.45
20	\$18,215.55	\$18,762.01	\$19,904.32	\$20,501.44	\$21,116.49
21	\$18,670.80	\$19,230.92	\$20,401.92	\$21,013.99	\$21,644.40
22	\$19,137.76	\$19,711.89	\$20,911.98	\$21,539.33	\$22,185.51
23	\$19,615.35	\$20,203.82	\$21,434.77	\$22,077.81	\$22,740.15
24	\$20,106.77	\$20,709.98	\$21,970.64	\$22,629.76	\$23,308.66
25	\$20,608.83	\$21,227.10	\$22,519.91	\$23,195.50	\$23,891.37
26	\$21,123.65	\$21,757.36	\$23,082.91	\$23,775.39	\$24,488.66
27	\$21,652.30	\$22,301.87	\$23,659.97	\$24,369.78	\$25,100.87
28	\$22,193.71	\$22,859.53	\$24,251.47	\$24,979.02	\$25,728.39
29	\$22,747.90	\$23,430.33	\$24,857.77	\$25,603.50	\$26,371.60
30	\$23,316.96	\$24,016.47	\$25,479.21	\$26,243.59	\$27,030.89
31	\$23,899.86	\$24,616.85	\$26,116.19	\$26,899.67	\$27,706.66
32	\$24,497.65	\$25,232.58	\$26,769.09	\$27,572.17	\$28,399.34
33	\$25,110.33	\$25,863.64	\$27,438.33	\$28,261.47	\$29,109.31
34	\$25,737.90	\$26,510.04	\$28,124.28	\$28,968.01	\$29,837.05
35	\$26,381.43	\$27,172.87	\$28,827.39	\$29,692.21	\$30,582.97
36	\$27,040.91	\$27,852.14	\$29,548.07	\$30,434.52	\$31,347.55
37	\$27,716.35	\$28,547.84	\$30,286.78	\$31,195.38	\$32,131.23
38	\$28,409.87	\$29,262.17	\$31,043.94	\$31,975.27	\$32,934.52
39	\$29,119.35	\$29,992.93	\$31,820.04	\$32,774.64	\$33,757.88
40	\$29,847.96	\$30,743.41	\$32,615.54	\$33,594.01	\$34,601.83
41	\$30,593.60	\$31,511.41	\$33,430.93	\$34,433.85	\$35,466.87
42	\$31,358.40	\$32,299.15	\$34,266.70	\$35,294.70	\$36,353.55
43	\$32,143.39	\$33,107.69	\$35,123.37	\$36,177.08	\$37,262.39
44	\$32,946.47	\$33,934.87	\$36,001.46	\$37,081.49	\$38,193.94
45	\$33,769.76	\$34,782.85	\$36,901.49	\$38,008.53	\$39,148.80
46	\$34,614.33	\$35,652.75	\$37,824.03	\$38,958.75	\$40,127.51

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

**AGENDA # 17
DATE May 16, 2006**

ITEM Appointment, Golf Advisory Board

INITIATED BY City Commission

ACTION REQUESTED Appoint One Member

PRESENTED BY City Commission

- - - -

RECOMMENDATION: It is recommended that the City Commission appoint one member to fill the remainder of a three-year term as the At-Large representative to the Golf Advisory Board.

MOTION: I move the City Commission appoint _____ as an At-Large representative to the Golf Advisory Board to fill the remainder of a three-year term expiring March 31, 2007.

SYNOPSIS: John VanHorn was appointed to the Golf Advisory Board as an At-Large Representative on April 5, 2005, to fill the remainder of a three-year term through March 31, 2007. Mr. VanHorn has resigned from his position on the Board. Therefore, it is necessary to appoint one member to fill the remainder of his term.

BACKGROUND: The Golf Advisory Board is comprised of five members with representation from the City Men's Golf Association, City Women's Golf Association, Malmstrom Golf Association, and non-league golfers. The Board advises the City Commission regarding the operation of municipal golf courses. Members must reside within the City limits.

Continuing members on the Golf Advisory Board include:

- Fitterer, Fidelis "Fid" (Men)
- Motil, Karen (Women's)
- Babinecz, Thom (Malmstrom)
- Hall, Tom (At-Large)

Citizen's applying for this Board include:

- Baker, Phillip D.
- Boland, Carlie C.
- Brown, Melody K.
- Hill, Pete
- Petersen, Dan
- Preite, Terry

CITY OF GREAT FALLS, MONTANA
AGENDA REPORT

AGENDA # 18
DATE May 16, 2006

ITEM Appointment, Advisory Commission on International Relationships

INITIATED BY City Commission

ACTION REQUESTED Appoint One New Member

PRESENTED BY City Commission

- - - -
****REVISED****

RECOMMENDATION: It is recommended that the City Commission appoint one new member to the Advisory Commission on International Relationships.

MOTION: I move the City Commission appoint _____ to the Advisory Commission on International Relationships to fill the remainder of a three-year term through March 31, 2008.

SYNOPSIS: Bill Wilson and Marilyn Swenson have both resigned their position on the Advisory Commission on International Relationships. Mr. Wilson and Ms. Swenson were both appointed on August 3, 2004, for three-year terms through March 31, 2008. Only one application is available for consideration at this time. It is recommended the City Commission consider this application while we continue to seek other citizens interested in applying.

BACKGROUND: International programs are growing for many reasons. Rapid changes in communications technology, globalization of the marketplace, and political changes in the last decade have all contributed to an increasing awareness these trends will accelerate in the future. Communities, as well as individuals, businesses, and institutions will need to learn to participate in the "global village," or be left behind economically or in other ways. In order for the City to take a leadership role in nurturing and coordinating some of the international efforts, the Advisory Commission on International Relationships was created by Ordinance 2788 on November 8, 2000, and amended by Ordinance 2863 on October 21, 2003. The Commission provides support, coordination, and exchange of information for international programs in the community. The Commission consists of nine to eleven members.

Current members include:

Robert E. Harris
Virginia "Lee" Niebuhr
Sandra Erickson
Patricia Craumer
Ella Mae Howard
Sara Hopkins Schoenenberger
Aart Dolman
Vandana Damany
Robin Baker

Citizens interested in serving on this board:

Jamie C. Smith