



# City Commission Agenda

for

## February 7, 2006

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

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATIONS**

Distinguished Budget Award – Melissa Kinzler, Budget Officer

**PUBLIC HEARINGS**

1. Castle Pines Addition, Phase III. Action: Conduct joint public hearing.
  - A. Res. 9544, Annexes 16 single-family residential lots in the vicinity of 27<sup>th</sup> Avenue South and 15<sup>th</sup> Street South. Action: After conducting joint public hearing adopt or deny Res. 9544.
  - B. Ord. 2927, Assigns zoning classification of R-3 Single-family high density District. Action: After conducting joint public hearing adopt or deny Ord. 2927.

**OLD BUSINESS**

2. Res. 9545 Golf Fees. Action: Remove Res. 9545 from the table and adopt, deny or amend Res. 9545.

**NEW BUSINESS**

3. Engage Bear Stearns as Underwriter Related to the City of Great Falls' Share of Construction Financing for the Highwood Generating Station. Action: Approve engagement of Bear Stearns.

**ORDINANCES/RESOLUTIONS**

4. Res. 9550, Accident Potential Zones & Associated Land Development near MAFB. States the interest and position of the City Commission regarding public discussion and debate associated with proposed development near the closed runway at Malmstrom Air Force Base. Action: Adopt or deny Res. 9550.
5. Ord. 2928, Amending OCCGF 2.26 Pertaining to the Civic Center Advisory Board. Updates language related to the Civic Center Advisory Board functions and duties as well as changing the name of the Board. Action: Accept Ord. 2928 on first reading and set the second and final reading for February 21, 2006.

6. Ord. 2929, Rezone Lots 1 through 5, Block 806 Eleventh Addition. Rezones property addressed as 2300, 2304, 2308, 2312 & 2316 9<sup>th</sup> Avenue South from R-3 Single-family high density district to C-2 General Commercial District to accommodate construction of a Walgreens Pharmacy. Action: Accept Ord. 2929 on first reading and set a public hearing for March 7, 2006.
7. Ord. 2930, Annexation to Continue Water and/or Sewer Service. Requires annexation of parcels receiving water and/or sewer services outside of the city limits. Action: Accept Ord. 2930 on first reading and set final reading for February 21, 2006.

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

8. Minutes, January 17, 2006, Commission meeting.
9. Total Expenditures of \$1,705,117 for the period of January 11-30, 2006, to include claims over \$5000, in the amount of \$1,433,961.
10. Contracts list.
11. Set public hearing for February 21, 2006, for the lease of a portion of Wadsworth Park with the Sun River Skeet Club.
12. Set a public hearing for February 21, 2006, on Res. 9542, Cost Recovery at 714 6<sup>th</sup> Avenue South.
13. Approve Labor Agreement with Plumbers and Fitters Local #41.
14. Approve \$8,600 matching grant from the Park Special Revenue Fund to Great Falls Lion's Club for purchase and construction of new play structure in Lion's Park.
15. Approve Change Order No. 2 in the amount of \$7,258.11 with Wadsworth Builders for the Turf Seeding phase of the Electric City Soccer Park.
16. Award bid for the North Entry Landscaping-Phase II to Forde Nursery in the amount of \$39,702, contingent upon State Department of Transportation concurrence.
17. Postpone bid award for one new 2006 Sewer-Vacuum, Trailer-Mounted.
18. Postpone bid award for one new 2006 Sewer-Jet Cleaner, Truck-Mounted.
19. Award bid for one new 2006 Four Wheel Drive Front-End Loader to Modern Machinery of Missoula, Montana, for \$126,890, including trade-in.

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

#### **BOARDS & COMMISSIONS**

20. Appointments, Ad Hoc Golf Committee. Appoints a Chairman and six members.
21. Appointments, Regional Airport Board. Appoints two members to the Regional Airport Authority Board for three-year terms through December 31, 2008.

22. Appointment, Great Falls Housing Authority Board. Appoint one new member to the Great Falls Housing Authority Board to fill the remainder of a five-year term through May 31, 2010.
23. Miscellaneous reports and announcements.

**NEIGHBORHOOD COUNCILS**

24. Miscellaneous reports and announcements.

**CITY MANAGER**

25. Miscellaneous reports and announcements.

**CITY COMMISSION**

26. Miscellaneous reports and announcements.

**PETITIONS AND COMMUNICATIONS**

27. Miscellaneous reports and announcements.

**ADJOURN**

AGENDA REPORT

DATE February 7, 2006

ITEM Public Hearing – Resolution No. 9544 to Annex and Ordinance No. 2927 to Establish City Zoning Upon Castle Pines Addition, Phase III

INITIATED BY Harold Poulsen, Property Owner and Developer

ACTION REQUESTED Commission Adopt Resolution No. 9544 and Ordinance No. 2927 and Approve Final Plat and Agreement all related to Castle Pines Addition, Phase III

PREPARED BY Bill Walters, Senior Planner

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

**RECOMMENDATION:**

The Planning Board has recommended the City Commission approve the final plat and annexation of Castle Pines Addition, Phase III, and assign a zoning classification of R-3 Single-family high density district, upon annexation to the City.

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

“I move the City Commission adopt Resolution No. 9544 and approve the final plat of *Castle Pines Addition, Phase III* and the accompanying Annexation Agreement incorporating a provision entitling the owner reimbursement for a portion of the infrastructure cost in 27<sup>th</sup> Avenue South.” ~~all related to Castle Pines Addition, Phase III.~~”

and

“I move the City commission adopt Ordinance No. 2927.”

**SYNOPSIS:**

Resolution No. 9544 annexes Castle Pines Addition, Phase III, which consists of 16 single-family residential lots located in the vicinity of 27<sup>th</sup> Avenue South and 15<sup>th</sup> Street South. Ordinance No. 2927 assigns a zoning classification of R-3 Single-family high density district, to Castle Pines Addition, Phase III, upon annexation of same to City.

**BACKGROUND:**

Last September, the City Commission conditionally approved the preliminary plat of Castle Pines Phase III, a 16 lot single family residential subdivision located in the vicinity of 27<sup>th</sup> Avenue South and 15<sup>th</sup> Street South.

For review purposes, please refer to the vicinity map attached to Resolution No. 9544 as Exhibit “A” and the reduced copy of the final plat of Castle Pines Phase III.

Neighborhood Housing Services (NHS) is working with NeighborWorks to acquire at least twelve and possibly all 16 of the lots in the subdivision to accommodate construction of self-help homes. Funding arrangements stipulate the homes be constructed outside the City Limits, but NHS has indicated once the homes are completed and ready for occupancy, they can be annexed. Therefore, although the subdivision and annexation will be processed simultaneously, upon filing the final plat, the lots will be sold, homes constructed and infrastructure installed, with annexation becoming effective when the homes are ready for occupancy.

Access to the lots in the subdivision will be through the extension of 15<sup>th</sup> Street South from Castle Pines Phase I and the extension of 27<sup>th</sup> Avenue South from Castle Pines Phase II. The subdivision will eventually be connected to 13<sup>th</sup> Street South through the westerly extension of 27<sup>th</sup> Avenue South.

A City water main exists in 15<sup>th</sup> Street South and in 27<sup>th</sup> Avenue South between 15<sup>th</sup> and 16<sup>th</sup> Streets South. A water main will be stubbed into Big Sandy Court and City sanitary sewer mains will be installed in 15<sup>th</sup> Street, 27<sup>th</sup> Avenue and Big Sandy Court. Roadways in the subdivision will be improved to City standards with paving, curb and gutter.

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

According to the Master Plan Agreement, the developer of Castle Pines Phase I paid to the City \$12,261.00 in lieu of dedicating park land for the area covered by the original master plan for Castle Pines Subdivision. Castle Pines Phase III is included within that original master plan area.

The final engineering documents relative to the final plat of Phase III have been prepared by the project engineer and reviewed and approved by the City Engineer's Office. 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 Phase III.

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

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

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

Subject property borders both Castle Pines Phases I and II, a developing single-family residential subdivision. The subdivision generally adheres to a conceptual plan for the area that was prepared in 1995 in conjunction with Castle Pines Phase I.

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

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

The Planning Board, at the conclusion of a public hearing held August 9, 2005, unanimously recommended the City Commission assign a zoning classification of "A" Residence Use, "B" Area District (or R-3 Single-family high density should the new Unified Land Development Code be in effect) to Castle Pines Phase III, at such time the City approves the final plat of the Addition and the annexation of the area contained therein. The Planning board during a meeting held December 13, 2005, passed a motion recommending the City Commission approve the final plat of Castle Pines Addition, Phase III and the annexation of the property contained therein 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.

The above Conditions 1 & 2 have been fulfilled and Condition 3 will be fulfilled prior to filing of the plat.

Attach: Resolution No. 9544

Ord. No. 2927

Reduced Copy of Drawing Portion of Final Plat

Annexation Agreement

cc w/o attach: Harold Poulsen, P O Box 1376  
Jack Fisher, TD&H, 1200 25<sup>th</sup> St S  
Sheila Rice, NHS, 509 1<sup>st</sup> Ave S

RESOLUTION NO. 9544

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE CASTLE PINES ADDITION, PHASE III, LOCATED IN SECTION 19, 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:

Castle Pines Addition, Phase III, located in Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and containing 4.29 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 Castle Pines Addition, Phase III; 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: "CASTLE PINES ADDITION, PHASE III, LOCATED IN SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 7th day of February, 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. 9544 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 7th day of February, 2006, wherein it was approved by said Commission.

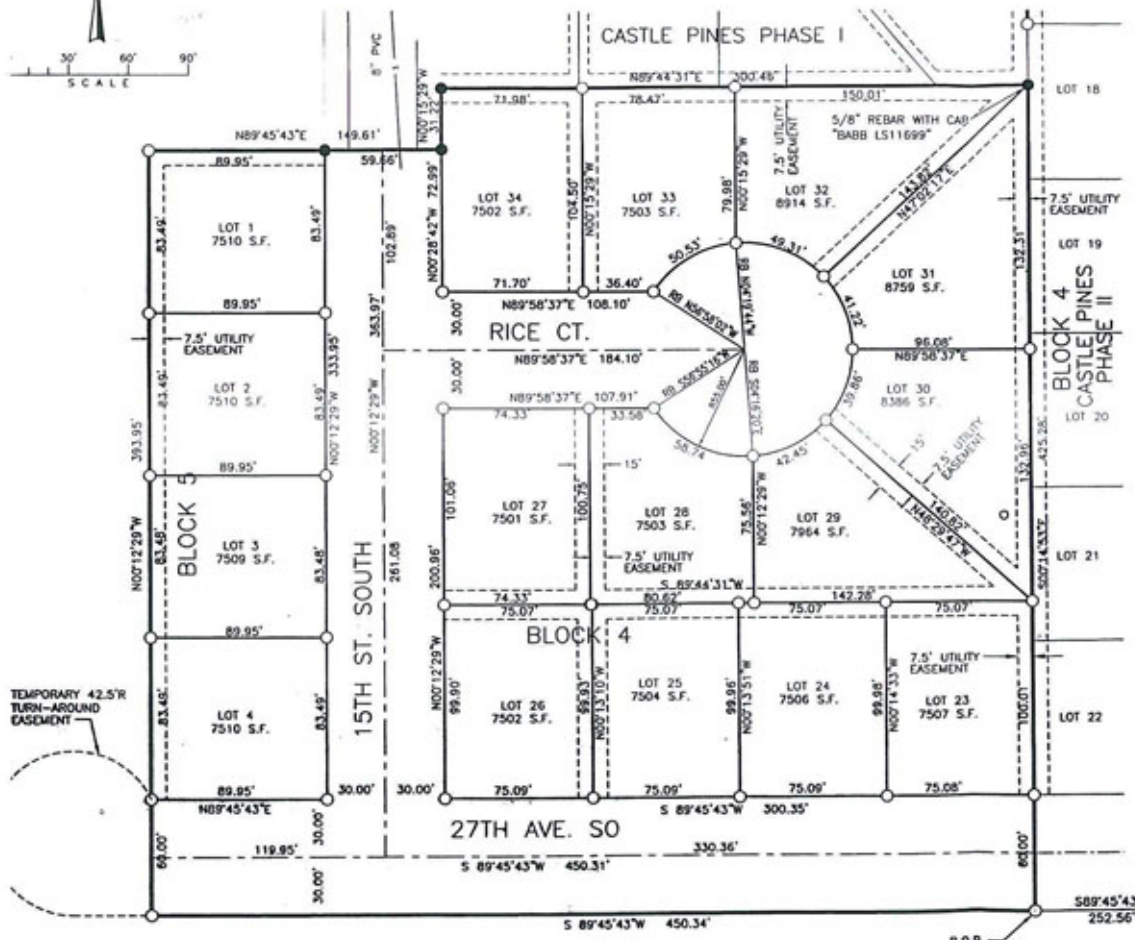
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 7th day of February, 2006.

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

(SEAL OF CITY)



A SUBDIVISION PLAT OF  
**CASTLE PINES PHASE III**  
 A TRACT OF LAND LOCATED IN G.L.O. LOT 1 OF SECTION 19,  
 T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA  
 LAND OWNER: HAROLD POULSEN



AREA OF LOTS = 1.85 ACRES (124,089 S.F.)  
 AREA OF RECONSTRUCTED 8'x8' = 3.44 ACRES (242,843 S.F.)  
 TOTAL AREA = 4.29 ACRES (286,932 S.F.)

BASE OF BEARING: WEST LINE OF SECTION 18 FROM SUBDIVISION PLAT  
 OF CASTLE PINES PHASE I, BEING N00°16'31"W

PURPOSE OF SURVEY: TO CREATE A MAJOR SUBDIVISION

**LEGEND**

- FOUND PROPERTY PIN - AS NOTED
- SET PROPERTY PIN - 5/8" x 3/4" REBAR WITH "TODAS STANGLES" PVC
- SUBDIVISION BOUNDARY
- LOT LINE
- - - EASEMENT
- (F) FOUND DISTANCE
- (P) PLATTED DISTANCE

ORDINANCE NO. 2927

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO CASTLE PINES ADDITION, PHASE III, IN SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, Harold Poulsen, has petitioned the City of Great Falls to annex Castle Pines Addition, Phase III, located in Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana; and,

WHEREAS, Harold Poulsen, has petitioned said Castle Pines Addition, Phase III, be assigned a City zoning classification of R-3 Single-family high density district, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of R-3 Single-family high density district, to said Castle Pines Addition, Phase III, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 7th day of February, 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 Castle Pines Addition, Phase III, be designated as R-3 Single-family high density district classification.

Section 2. 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 Castle Pines Addition, Phase III, 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 7th day of February, 2006.

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Dona R. Stebbins, Mayor

ATTEST:

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Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
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. 2927 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 7th day of February, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 7th day of February, 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 7th day of February, 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. 2927 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)

**CITY OF GREAT FALLS, MONTANA**

**AGENDA #** 2

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

**DATE** February 7, 2006

**ITEM** Resolution 9545 Golf Fees

**INITIATED BY** Park & Recreation Department & Golf Advisory Board

**ACTION REQUESTED** Remove from Table and Amend Resolution 9545

**PREPARED & PRESENTED BY** Patty Rearden, Interim Park & Recreation Director

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**RECOMMENDATION:**

Staff recommends the City Commission remove Resolution 9545 from the table and amend Resolution 9545 Golf Fees.

**MOTION:**

“I move the City Commission remove Resolution 9545 from the table and adopt Resolution 9545 as amended.

**SYNOPSIS:**

The City Commission is asked to remove from the table Resolution 9545 regarding the attached proposed fees and take action. Resolution 9545 would repeal Resolution 9352 and set fees for the 2006 golf season.

City staff’s recommendations are based on the Operational Review and Recommendations Report prepared by the National Golf Foundation (NGF). In addition to the fees recommended by NGF, staff is proposing a season cart rental pass in the amount \$600. Richard Singer of NGF was consulted on the addition of the season cart rental pass and recommended that it be added to the list of fees. All season passes (greens fees, cart rental and trail fee) will be valid March 15 through October 31.

The Park & Recreation Advisory Board voted to support staff recommendations on proposed golf fees at their December, 12, 2006 meeting

The Golf Advisory Board approved season passes, punch cards, daily greens fees, daily trail fees, and cart rental fees as recommended by NGF and City staff at their December 19 Board Meeting.. The Board did not approve the recommended season trail fee, cart storage fees, or tournament fees. The Board recommended phasing in the fees as follows:

- Season Trail Fee: \$290 in year 2006, \$340 in year 2007, and \$390 in year 2008.
- Gas Cart Storage: \$220 in year 2006, \$295 in year 2007, and \$375 in year 2008.
- Electric Cart Storage: \$300 in year 2006, \$375 in year 2007, \$450 in year 2008.

In addition, the Board made the following recommendations for golf tournament fees:

**Board Recommendation:**

\$150 Fee (non-refundable)  
\$5.00 per player assessment  
Season Passes Honored  
Greens Fees:  
Anaconda Hills:  
\$16 weekdays, \$19 weekends  
Eagle Falls:  
\$18 weekdays, \$22 weekends

**Staff Recommendation:**

\$150 Deposit (refundable)  
N/A  
No Season Passes  
Tournament Greens Fees: (all pay)  
Anaconda Hills:  
\$16 weekdays, \$19 weekends  
Eagle Falls:  
\$18 weekdays, \$22 weekends

In addition, the Golf Advisory Board recommended that the State Two Man Best Ball Tournament hosted by the Men's Association not be charged the regular fees for tournaments. They recommended that they be charged the Board proposed \$5.00 per player assessment fee and the \$150 tournament fee only. No players would be charged for green fees whether they had a season pass or not.

NGF recommended eliminating the \$150 tournament fee and replacing it with a per person charge. The per person charge would be based on tournament size, course, day and time. The charge is in addition to green fees (Anaconda Hills: \$21 weekdays, \$25 weekends; Eagle Falls, \$24 weekdays, \$29 weekends). NGF recommended that all players pay full green fees (no season passes honored). In addition, 50% of the tournament fee (based on person charge) would be due when submitting tournament application. The minimum deposit would be \$50. 50% of the deposit fee would be non-refundable upon cancellation.

At the January 17, 2006 City Commission, the City Commission conducted the public hearing on Resolution 9545. The public hearing was closed and the City Commission tabled the item. The item must now be removed from the table, and the Commission has the option to adopt, deny or amend the Resolution.

**BACKGROUND:**

The City issued a Request for Proposals for a Golf Course Management and Operations Study July 1, 2005. Three proposals were received and reviewed by the Selection Committee. It was the unanimous opinion of the committee that the proposal submitted by NGF was the best proposal that would meet the needs and provide the requested information for the City of Great Falls. The City Commission approved the contract with National Golf Foundation to perform a Management and Operations Study of the City golf course operation on September 6, 2005.

On Tuesday, December 6, 2005, Richard Singer of NGF made a presentation on the Operational Review and Recommendations Study at the City Commission Work Session. The proposed fees are a part of the recommendations found in NGF's report.

The City golf courses are currently operating at a deficit. In addition, there is not enough revenue being generated to meet bond covenants. Both of these factors are very serious and could jeopardize the future of the City-run courses. These funds have been monitored closely; expenses have been controlled and modest fee increases have been implemented. Last fall, the City took further steps to reduce expenses including: elimination of the golf superintendent position, recalculation of the personnel budget, reduction in temporary hours, operating cost reductions, and deferment of both principal and interest on internal debt for a yearly savings of \$160,774. It is imperative that further changes/improvements are implemented to improve the financial health of the golf courses. The study was solicited to provide the City staff and City Commission a professional perspective with statistical basis.

**RESOLUTION 9545**

**Amended**

**A RESOLUTION TO ESTABLISH GOLF FEE RATES FOR  
EAGLE FALLS GOLF CLUB AND ANACONDA HILLS GOLF COURSE**

**NOW THEREFORE, BE IT RESOLVED BY THE GREAT FALLS CITY COMMISSION THAT:** All past fee structures for green fees, cart storage, yearly and daily trail fees and cart rental as established in Resolution 9352 hereby amended.

| <b>AH: Anaconda Hills Golf Course</b>                                      |                                  | <b>EF: Eagle Falls Golf Club</b>   |                                    |                                    |                                    |
|----------------------------------------------------------------------------|----------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
|                                                                            | <b>AH</b>                        | <b>EF</b>                          | <b>Joint</b>                       | <b>weekdays</b>                    | <b>anytime</b>                     |
| <b>SEASONAL PASS</b>                                                       |                                  |                                    |                                    |                                    |                                    |
| Adult Full Season Pass                                                     | 400.00                           | 450.00                             | 525.00                             |                                    |                                    |
| Adult Full Couple Season Pass                                              | 750.00                           | 825.00                             | 950.00                             |                                    |                                    |
| Adult Restricted Season Pass                                               | 300.00                           | 350.00                             | 400.00                             |                                    |                                    |
| Adult Restricted Couple Season Pass                                        | 550.00                           | 625.00                             | 700.00                             |                                    |                                    |
| Junior Full Season Pass                                                    | 190.00                           | 200.00                             | 225.00                             |                                    |                                    |
| Junior Restricted Season Pass                                              | 150.00                           | 160.00                             | 170.00                             |                                    |                                    |
| Family Season Pass                                                         |                                  |                                    |                                    |                                    |                                    |
| <b>PACKAGE GREEN FEE</b>                                                   |                                  |                                    |                                    |                                    |                                    |
| Anaconda 10 play 18 hole package<br>(Get 10 for price of 9)                |                                  |                                    |                                    | 189.00                             | <b>202.00</b><br><del>215.00</del> |
| Anaconda 10 play 9 hole package<br>(Get 10 for price of 9)                 |                                  |                                    |                                    | <b>117.00</b><br><del>122.00</del> | <b>126.00</b><br><del>130.00</del> |
| Anaconda or Eagle Falls 10 play 18 hole package<br>(Get 10 for price of 9) |                                  |                                    |                                    | <b>202.00</b><br><del>215.00</del> | <b>216.00</b><br><del>250.00</del> |
| Anaconda or Eagle Falls 10 play 9 holes package<br>(Get 10 for price of 9) |                                  |                                    |                                    | <b>126.00</b><br><del>130.00</del> | <b>133.00</b><br><del>145.00</del> |
| <b>TRAIL FEE</b>                                                           |                                  |                                    |                                    |                                    |                                    |
| Daily Trail Fee                                                            |                                  |                                    |                                    |                                    | 12.00                              |
| Season Trail Free                                                          |                                  |                                    | <b>250.00</b><br><del>390.00</del> |                                    |                                    |
| <b>CART STORAGE FEE</b>                                                    |                                  |                                    |                                    |                                    |                                    |
| Storage Cart Gas                                                           |                                  | <b>220.00</b><br><del>375.00</del> |                                    |                                    |                                    |
| Storage Cart Electric                                                      |                                  | <b>250.00</b><br><del>425.00</del> |                                    |                                    |                                    |
|                                                                            | <b>AH</b>                        | <b>EF</b>                          | <b>AH</b>                          | <b>EF</b>                          |                                    |
|                                                                            | <b>weekday</b>                   | <b>weekday</b>                     | <b>weekend</b>                     | <b>weekend</b>                     | <b>anytime</b>                     |
| <b>GREEN FEES</b>                                                          |                                  |                                    |                                    |                                    |                                    |
| 18 Hole Green Fee                                                          | 21.00                            | <b>24.00</b><br><del>24.00</del>   | <b>24.00</b><br><del>25.00</del>   | <b>27.00</b><br><del>29.00</del>   |                                    |
| 9 Hole Green Fee<br>(60% of 18 hole green fee)                             | <b>13.00</b><br><del>14.00</del> | 15.00                              | 15.00                              | <b>16.00</b><br><del>17.00</del>   |                                    |
| Junior Green Fee 18 Hole<br>(18 holes for the price of 9)                  | <b>13.00</b><br><del>11.00</del> | <b>15.00</b><br><del>12.00</del>   | <b>15.00</b><br><del>19.00</del>   | <b>16.00</b><br><del>22.00</del>   |                                    |
| <b>GREEN FEE SPECIALS</b>                                                  |                                  |                                    |                                    |                                    |                                    |
| Weekday Swing Time 1:00-4:00                                               | 16.00                            | 18.00                              |                                    |                                    |                                    |
| Weekend Swing Time 3:00-on                                                 |                                  |                                    | 19.00                              | 22.00                              |                                    |
| Swing Time Cart Rental Per Person*                                         |                                  |                                    | *9.00                              | *9.00                              |                                    |
| <b>CART RENTAL</b>                                                         |                                  |                                    |                                    |                                    |                                    |
| Cart Rental 9 Hole Per Person*                                             |                                  |                                    |                                    |                                    | *7.00                              |
| Cart Rental 18 Hole Per Person*                                            |                                  |                                    |                                    |                                    | *12.00                             |
| Annual Cart Pass                                                           |                                  |                                    |                                    |                                    | 600.00                             |

| <b>TOURNAMENT</b>                                                |                                  |                                  |  |  |                                    |
|------------------------------------------------------------------|----------------------------------|----------------------------------|--|--|------------------------------------|
| Tournament Fee 29+ Players ( <b>non-refundable</b> deposit)      |                                  |                                  |  |  | <b>100.00</b><br><del>150.00</del> |
| Tournament Green Fee 18 Hole <b>for Season Pass holders only</b> | <b>14.00</b><br><del>19.00</del> | <b>14.00</b><br><del>22.00</del> |  |  |                                    |
| Tournament Green Fee 9 Hole <b>for Season Pass holders only</b>  | <b>8.00</b><br><del>12.00</del>  | <b>8.00</b><br><del>14.00</del>  |  |  |                                    |

**PASSED** by the City Commission of the City of Great Falls, Montana, this 7th day of February, 2006.

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

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

\_\_\_\_\_  
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 9545, was placed on its final passage and adoption, and was passed and adopted by the City Commission of said City at a Regular Meeting thereof held on the 7th day of February, 2006, and approved by the Mayor of said City, on the 7th day of February, 2006.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of said City, this 7th day of February, 2006.

(Seal of City)

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

## 2006 PROPOSED GOLF FEES

| Description                                     | NGF Proposed |          |          |          |         | Staff Recommends |            |         |          |         | Current    |
|-------------------------------------------------|--------------|----------|----------|----------|---------|------------------|------------|---------|----------|---------|------------|
|                                                 | AH           | EF       | Joint    | weekdays | anytime | AH               | EF         | Joint   | weekdays | anytime |            |
| Adult Full Season Pass                          | 400.00       | 450.00   | 525.00   |          |         | 400.00           | 450.00     | 525.00  |          |         | 450.00     |
| Adult Full Couple Season Pass                   | 750.00       | 825.00   | 950.00   |          |         | 750.00           | 825.00     | 950.00  |          |         | 850.00     |
| Adult Restricted Season Pass                    | 300.00       | 350.00   | 400.00   |          |         | 300.00           | 350.00     | 400.00  |          |         | 340.00     |
| Adult Restricted Couple Season Pass             | 550.00       | 625.00   | 700.00   |          |         | 550.00           | 625.00     | 700.00  |          |         | 630.00     |
| Junior Full Season Pass                         | 190.00       | 200.00   | 225.00   |          |         | 190.00           | 200.00     | 225.00  |          |         | 215.00     |
| Junior Restricted Season Pass                   | 150.00       | 160.00   | 170.00   |          |         | 150.00           | 160.00     | 170.00  |          |         | 165.00     |
| Family Season Pass                              | 1,000.00     | 1,075.00 | 1,200.00 |          |         |                  |            |         |          |         | 1200.00    |
| Anaconda 10 play 18 hole package                |              |          |          | 189.00   | 215.00  |                  |            |         | 189.00   | 215.00  | 220.00     |
| Anaconda 10 play 9 hole package                 |              |          |          | 122.00   | 130.00  |                  |            |         | 122.00   | 130.00  | 135.00     |
| Anaconda or Eagle Falls 10 play 18 hole package |              |          |          | 215.00   | 250.00  |                  |            |         | 215.00   | 250.00  | 220.00     |
| Anaconda or Eagle Falls 10 play 9 holes package |              |          |          | 130.00   | 145.00  |                  |            |         | 130.00   | 145.00  | 135.00     |
| Daily Trail Fee                                 |              |          |          |          | 12.00   |                  |            |         |          | 12.00   | 12.00      |
| Season Trail Fee                                | 390.00       | 390.00   |          |          |         |                  |            | 390.00  |          |         | 220.00     |
| Storage Cart Gas                                |              | 375.00   |          |          |         |                  | 375.00     |         |          |         | 145.00     |
| Storage Cart Electric                           |              | 425.00   |          |          |         |                  | 425.00     |         |          |         | 200.00     |
| Description                                     | NGF Proposed |          |          |          |         | Staff Recommends |            |         |          |         | Current    |
|                                                 | AH           | EF       | AH       | EF       | anytime | AH               | EF         | AH      | EF       | anytime |            |
|                                                 | weekday      | weekday  | weekend  | weekend  |         | weekday          | weekday    | weekend | weekend  |         |            |
| 18 Hole Green Fee                               | 21.00        | 24.00    | 25.00    | 29.00    |         | 21.00            | 24.00      | 25.00   | 29.00    |         | 25.00      |
| 9 Hole Green Fee                                | 13.50        | 15.00    | 15.00    | 17.00    |         | 14.00            | 15.00      | 15.00   | 17.00    |         | 15.00      |
| Junior Green Fee 18 Hole                        |              |          |          |          |         | 11.00            | 12.00      | 19.00   | 22.00    |         | 11.00      |
| Weekday Swing Time 1:00-4:00pm                  | 15.50        | 17.50    |          |          |         | 16.00            | 18.00      |         |          |         |            |
| Weekend Swing Time 3:00-on                      |              |          | 19.00    | 22.00    |         |                  |            | 19.00   | 22.00    |         | 15.00      |
| Swing Time Cart Rental Per Person*              |              |          |          |          |         |                  |            | *9.00   | *9.00    |         | 13.00      |
| Cart Rental 9 Hole Per Person*                  |              |          |          |          | *7.00   |                  |            |         |          | *7.00   | 13.00      |
| Cart Rental 18 Hole Per Person*                 |              |          |          |          | *12.00  |                  |            |         |          | *12.00  | 20.00      |
| Season Cart Pass                                |              |          |          |          |         |                  |            |         |          | 600.00  | 600.00     |
| <b>TOURNAMENTS</b>                              |              |          |          |          |         |                  |            |         |          |         |            |
| Tournament Fee 29+ Players                      | **see        | **see    |          |          |         | 150.00           | 150.00     |         |          |         | 150.00 not |
| Refundable deposit                              | below        | below    |          |          |         | refundable       | refundable |         |          |         | refundable |
| Tournament Fee Per Player                       |              |          |          |          |         |                  |            |         |          |         |            |
| Tournament Green Fee 18 Hole                    | 21.00        | 24.00    |          |          |         | 19.00            | 22.00      |         |          |         |            |
| Tournament Green Fee 9 Hole                     | 14.00        | 15.00    |          |          |         | 12.00            | 14.00      |         |          |         |            |

*\*\*Tournament Fee: NGF recommends eliminating the \$150 tournament fee and replacing with a per person charge. The charge is in addition to green fees. The fee is based on tournament size, golf course, day, and time of tournament. 50% of tournament fee is due when submitting tournament application. Deposit would equal 50% of tournament fee, minimum of \$50. 50% of deposit fee is non refundable upon cancellation.*

\*Fee applies per person.



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

**AGENDA#** 3  
**DATE** February 7, 2006

**ITEM:** ENGAGE BEAR STEARNS AS SENIOR UNDERWRITER RELATED TO THE CITY OF GREAT FALLS' SHARE OF CONSTRUCTION FINANCING FOR HIGHWOOD GENERATING STATION.

**INITIATED BY:** ELECTRIC CITY POWER, INC

**ACTION REQUESTED:** APPROVE UNDERWRITER ENGAGEMENT

**PRESENTED BY:** COLEEN BALZARINI, FISCAL SERVICES DIRECTOR

**RECOMMENDATION:** Staff recommends the City Commission approve the following motion:

**MOTION:**

I move the City Commission approve engaging Bear Stearns as senior underwriter related to the City of Great Falls' share of the financing for the construction of Highwood Generating Station and authorize the City Manager to finalize the terms of the engagement.

**SYNOPSIS:**

City staff recommends retaining Bear Stearns as senior underwriter to assist the City in marketing and selling the bonds necessary for financing its portion of the construction of Highwood Generating Station in partnership with Southern Montana Electric G&T.

In December 2005, the City released a request for proposals (RFP) for underwriting services necessary to market and sell bonds in order to finance construction of the Highwood Generating Station. Responses to the RFP were received from six firms. A review of the written responses led to interviews of four firms. The interview panel consisted of City Manager, Fiscal Services Director, Project Financial Advisor, and SME General Manager. The interviews were conducted in Seattle Washington. The firms interviewed were Bear Stearns, Citigroup, Lehman Brothers/Piper Jaffray, and Morgan Stanley.

Each of the interviews were very informative and it should be noted that each of the four firms would be very capable of providing the expertise needed to accomplish the unique financing challenges presented in regards to the only public power generating facility built in Montana in recent history.

Fees are typically based on a Management Fee and related expenses. Bear Stearns presented a range of fees for discussion purposes that were comparable to the other firms. The cost per \$1,000 of debt issued is expected to range from \$11.50 to \$19.00/\$1,000 and

will be dependent upon the mix of taxable and tax-exempt debt as well as the rating and insuring of the debt issue.

**BACKGROUND:**

The underwriter will spend a great deal of time and effort working with bond counsel and city staff to develop a solid proposal to present to qualified investors which will result in the sale of the bonds at the best possible rates. This in turn translates into affordable rates for the electric utility customers.

The addition of the senior underwriter will strengthen the City's ability to issue desirable, affordable debt and illuminate a more complete spectrum of options for financing the City's portion of the plant. Underwriter fees typically are contingent on and payable from the bond issue. Interim expenses may require some cash outlay prior to the bond issuance.

**A G E N D A   R E P O R T**

**DATE** February 7, 2006

**ITEM** Accident Potential Zones & Associated Land Development near MAFB

**INITIATED BY** Vicinity Property Owners, Developers and Community Stakeholders

**ACTION REQUESTED** Adopt Resolution No. 9550

**PREPARED BY** Benjamin Rangel, Planning Director

**PRESENTED BY** John Lawton, City Manager

- - - - -

**RECOMMENDATION:**

It is recommended the City Commission approve the following motion.

**MOTION:**

“I move the City Commission adopt Resolution No. 9550.”

**SYNOPSIS:**

Additional commercial and residential development has recently been announced for the southeast Great Falls area in the vicinity of 10<sup>th</sup> Avenue South and 57<sup>th</sup> Street. Three areas for commercial development and one large area for residential development have been specified by property owners and land developers. These announcements have spurred public discussion and debate because of the proximity of the proposed development to the flight approach area of the closed runway at Malmstrom Air Force Base. Resolution No. 9550 presents the City Commission’s interest and position regarding this public discussion and debate.

**BACKGROUND:**

With the recently announced commercial and residential development, public discussion and debate have centered around the interest to answer the questions, “Do we want to keep all of our options open for the potential reopening of the former runway at Malmstrom Air Force Base for future flying missions, or do we want to allow economic development to occur within the described Accident Potential Zones?”

There are two specific viewpoints or rationale driving these questions. They are 1) The runway is an irreplaceable valuable asset and needs to be preserved to make certain we have a long term, viable military presence; and, 2) The chances of overcoming all the obstacles to reopening the runway are small and we need to “move on” as a community and allow development we know we can get.

The City Planning Office and the City Manger’s Office have prepared a discussion paper to help frame the issues. The paper is intended to provide accurate and relevant information to 1) assist open public discussion, 2) assist in the development of position statements, and 3) assist in the development of a public strategy or strategies.

Copies of the initial discussion paper, dated January 13, 2006, were provided to a number of community individuals and organizations. At the time the initial discussion paper was prepared, it was fully recognized that it may spur additional questions and comments, thus creating the need to provide additional information and clarification. The initial discussion paper has done just that. In response, the paper has been revised. City Commissioners have been provided copies. Attempts were also made to provide copies of the revised paper to the holders of the initial paper.

It was suggested in the paper that it serve as the basis for an initial information meeting of all major players and stakeholders, including base supporters, property owners, City and County officials and the general public. This initial meeting could also serve as a listening session to allow all to voice their issues of interest and concern. Depending on the outcome, those entities interested in doing so would then be encouraged to develop “position statements” to help establish community consensus along with helping to frame a possible strategy to jointly address the issue. Perhaps this could lead to creation of a “working group” representing each of the interested entities to, in turn, structure a “Strategy Plan.”

The overall intent of the suggested decision-making process is to develop consensus and to develop an action plan that fairly and equitably addresses identified issues and concerns.

Attach: Resolution No. 9550

RESOLUTION NO. 9550

A RESOLUTION CONCERNING  
ACCIDENT POTENTIAL ZONES  
&  
ASSOCIATED LAND DEVELOPMENT NEAR  
MALMSTROM AIR FORCE BASE

\* \* \* \* \*

WHEREAS, additional commercial and residential development has recently been announced for the southeast Great Falls area in the vicinity of 10<sup>th</sup> Avenue South and 57<sup>th</sup> Street; and,

WHEREAS, these announcements have spurred public discussion and debate because of the proximity of the proposed development to the flight approach area of the closed runway at Malmstrom Air Force Base; and,

WHEREAS, the public discussion and debate have centered around the interest to answer the questions, “Do we want to keep all of our options open for the potential reopening of the former runway at Malmstrom Air Force Base for future flying missions, or do we want to allow economic development to occur within the described Accident Potential Zones?”; and,

WHEREAS, there are two specific viewpoints or rationale driving these questions, including 1) The runway is an irreplaceable valuable asset and needs to be preserved to make certain we have a long term, viable military presence; and, 2) The chances of overcoming all the obstacles to reopening the runway are small and we need to “move on” as a community and allow development we know we can get; and,

WHEREAS, The City Planning Office and the City Manger’s Office have prepared a discussion paper to help frame the issues with the intent to provide accurate and relevant information to 1) assist open public discussion, 2) assist in the development of position statements, and 3) assist in the development of a public strategy or strategies; and,

WHEREAS, copies of the discussion paper have been provided to a number of community individuals and organizations for their information and use; and,

WHEREAS, it was suggested in the discussion paper that it serve as the basis for an initial information meeting of all major players and stakeholders, including base supporters, property owners, City and County officials and the general public and that the initial meeting could also serve as a listening session to allow all to voice their issues of interest and concern; and,

WHEREAS, depending on the outcome of the information meeting and listening session, those entities interested in doing so would be encouraged to develop “position statements” to help establish community consensus, along with helping to frame a possible strategy or action plan.

NOW, THEREFORE, be it resolved by the City Commission of the City of Great Falls, Montana as follows:

1. The City Commission respects the interests, viewpoints and efforts of the individuals, landowners, developers, groups and organizations involved with this complex issue.

2. The City Commission recognizes the irreplaceable value of Malmstrom Air Force Base and its closed runway. Further, the City Commission supports and encourages community efforts to secure future flying missions.

3. The City Commission recognizes the rights of landowners and others interested in developing properties in the vicinity of Malmstrom Air Force Base and further recognizes the significance of community economic growth and development.

4. The City Commission supports a broad based public discussion of this complex issue by all major community players and stakeholders, including base supporters, property owners, local government officials and the general public. Further, the City Commission proposes a formal decision-making process be initiated within 30 days of this resolution to help develop consensus and an action plan that fairly and equitably addresses identified issues and concerns. This should be accomplished such that it does not unduly place the entire burden on either the backs of the property owners or of the public.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 7th day of February, 2006.

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Dona R. Stebbins, Mayor

ATTEST:

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Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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David V. Gliko, City Attorney

**A G E N D A   R E P O R T**

**DATE** February 7, 2006

**ITEM** ORDINANCE 2928, AMENDING OCCGF 2.26 PERTAINING TO THE CIVIC CENTER ADVISORY BOARD

**INITIATED BY** CITY COMMISSION

**ACTION REQUESTED** ACCEPT ORDINANCE 2928 ON FIRST READING AND SET THE FINAL READING FOR FEBRUARY 21, 2006

**PRESENTED BY** PEGGY BOURNE, CITY CLERK

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**RECOMMENDATION**

Staff recommends the City Commission accept Ordinance 2928 on first reading and set the second and final reading for February 21, 2006.

**MOTION**

“I move the City Commission accept Ordinance 2928 on first reading and set the second and final reading for February 21, 2006.

**SYNOPSIS**

Ordinance 2928 amends Ordinance 2729 which created and established the Civic Center Advisory Board in 1997. Since that time, there have been numerous staff transitions, streamlining of the Events office and the establishment of the Civic Center as a convention facility. Staff, with the concurrence of the current Civic Center Advisory Board, recommends favorable consideration of this ordinance.

**BACKGROUND**

In 1997 the City Commission adopted Ordinance 2729 which created the Civic Center Advisory Board. Since that time, some of the responsibilities that were originally incorporated into the Board’s scope of duties have migrated to other departments. The proposed ordinance eliminates the specific list of duties and replaces it with broad language pertaining to the overall function and operation of the Civic Center as the Mansfield Center for the Performing Arts as well as a convention center. This broad language will allow the advisory board to be flexible and adapt to issues as they arise. The original ordinance included language that would insinuate that the scope of duties followed that of a governing board rather than an advisory board. Staff proposed eliminating that language in order to bring the Board in-line with the City Commission’s other advisory boards.

Finally, Staff proposed the name of the board be changed to the Mansfield Center for the Performing Arts Advisory Board in order to bring more awareness of the name change and to distinguish the scope of duties as they relate specifically to the use of Civic Center as a performing arts center and convention facility and not as the offices for city government.

**ORDINANCE 2928**

**AN ORDINANCE AMENDING OCCGF TITLE 2 CHAPTER 26  
PERTAINING TO THE MANSFIELD CENTER FOR THE PERFORMING ARTS  
ADVISORY BOARD  
(FORMERLY CALLED THE CIVIC CENTER ADVISORY BOARD)**

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

Section 1. That OCCGF Title 2 Chapters 26 pertaining to the Mansfield Center for the Performing Arts Advisory Board be amended as depicted in Exhibit A which removes any language indicated by a strike-out code and adds any language which is bolded.

**PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT  
FALLS, MONTANA, this 21<sup>st</sup> day of February, 2006.**

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

ATTEST:

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

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

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



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

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Ordinance 2928 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 21<sup>st</sup> day of February, 2006, and approved by the Mayor of said City on the 21<sup>st</sup> day of February, 2006.

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

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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 21<sup>st</sup> day of February, 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 2928 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

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Peggy J. Bourne, City Clerk

(SEAL OF CITY)

**Exhibit A**

Chapter 2.26

CIVIC CENTER

MANSFIELD CENTER FOR THE PERFORMING ARTS ADVISORY BOARD

**Sections:**

- 2.26.010 Creation.
- 2.26.020 Purpose.
- 2.26.030 Membership--Appointment--Compensation.
- 2.26.040 Terms.
- 2.26.050 Duties.
- 2.26.060 Reporting.

**2.26.010 Creation.** There is created a ~~Civic Center~~ **Mansfield Center for the Performing Arts** Advisory Board, which shall hereafter be referred to as "Board." (Ord. 2729, 1997).

**2.26.020 Purpose.** The Board shall advise the City Commission and City Manager on all matters related to the successful operation of ~~the Civic Center~~ **Mansfield Center for the Performing Arts** facilities including the **use of the Theater, Convention Center, and meeting rooms as well as common areas and facility aesthetics.** ~~and the building's related service areas (e.g. parking lots, public restrooms, common areas).~~

**2.26.030 Membership--Appointment--Compensation.** The Board shall consist of five (5) to seven (7) members appointed by the City Commission. The members shall serve without compensation. The City Commission shall attempt a balance in membership with representation from these areas: performing arts, conventions and meetings, and civic leaders. (Ord. 2813, 2001; Ord. 2652, 1993)

**2.26.040 Terms.** The staggered terms of office shall be three years. ~~from and after November 1st of the year of appointment.~~

**2.26.050 Duties.** A. The Board shall serve in an advisory capacity regarding the operation of ~~the Civic Center~~ facilities **Mansfield Center for the Performing Arts and public meeting rooms.** ~~in the following areas:~~

~~1. Operational Policies--The Board may review regular operations of the Civic Center facilities including facility rental rates, contractual terms, maintenance, and scheduling priorities.~~

~~2. Long Range Planning--The Board may engage in a periodical review of the Civic Center facilities and recommend capital project priorities and the appropriate mechanisms for funding the same.~~

~~3. Operational Enhancement--The Board may review staff levels and responsibilities, budget priorities, and relations with other City of Great Falls departments.~~

~~4. B. The Board shall assist in identifying funding strategies for a capital improvement plan and special events which may include fund-raising and foundation development. Fund-raising—The Board may consider and implement revenue enhancing activities including annual giving special events and in-house programming.~~

~~5. Public Relations—The Board may engage community and civic groups in an effort to increase visibility and appreciation for the Civic Center facilities.~~

~~B. C. The duties of the Board shall not necessarily be limited to those items identified above.~~

**2.26.060 Reporting.** The Board shall make available copies of regular-meeting minutes **as well as an annual report** to the City Commission and City Manager. ~~Furthermore, the Board shall prepare an annual review of the Civic Center operation for the City Manager.~~

**AGENDA REPORT**

**DATE** February 7, 2006

**ITEM** Ordinance No. 2929 to Rezone Lots 1 through 5, Block 806, Eleventh Addition

**INITIATED BY** Hawkins Companies

**ACTION REQUESTED** Commission Accept Ordinance No. 2929 on First Reading and Set Hearing

**PREPARED BY** Bill Walters, Senior Planner

**APPROVED & PRESENTED BY** Benjamin Rangel, Planning Director

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**RECOMMENDATION:**

The City Zoning Commission, which consists of the same membership as the Planning Board, has recommended the City Commission deny the request to rezone Lots 1 through 5, Block 806, Eleventh Addition, from R-3 Single-family high density district, to C-2 General commercial district.

**MOTION:**

“I move the City Commission accept Ordinance No. 2929 on first reading and set a public hearing for March 7, 2006, to consider Ordinance No. 2929.”

**SYNOPSIS:**

Ordinance No. 2929 rezones Lots 1 through 5, Block 806, 11th Addition, from R-3 Single-family high density district, to C-2 General commercial district. Subject Lots 1 – 5 are addressed as 2300, 2304, 2308, 2312 & 2316 9<sup>th</sup> Avenue South and the purpose of the rezoning is to accommodate construction of a Walgreens Pharmacy.

**BACKGROUND:**

The owners of Lots 1 – 5, Block 806, Eleventh Addition, have applied through their representative, the Hawkins Companies, to rezone subject lots from R-3 Single-family high density district to C-2 General commercial district. The applicant intends to remove the existing residential structures on subject Lots 1 – 5 and combine subject lots with adjoining property to the south to accommodate a proposed 14,820 sq ft Walgreens Pharmacy.

Attached is a vicinity/zoning map, a preliminary site plan and a preliminary section and elevation.

On January 10, 2006, the City Zoning Commission, which consists of the same membership as the Planning Board, conducted a public hearing to consider the rezoning for Lots 1 - 5, Block 806, 11th Addition. Mr. Colby Halker from the Hawkins Companies explained the proposed project and what procedural steps they had undertaken to date. Speaking in opposition to the rezoning were Mr. Phil Faccenda, 2104 4<sup>th</sup> Avenue South, Ms. Lee Withrow, 2301 3<sup>rd</sup> Avenue South, Mr. Don LeBar, 2300 5<sup>th</sup> Avenue South, Dr. Shel Ivers, 2808 Bonita Drive, Ms. Linda Bennetts, 2304 6<sup>th</sup> Avenue South, Ms. Kim Jones, 2213 9<sup>th</sup> Avenue South, Mr. Marty Johnson, 2305 9<sup>th</sup> Avenue South, and Mr. Steve Wadsworth, 2212 9<sup>th</sup> Avenue South. Most of the individuals speaking in opposition expressed concerns about the potential increased traffic that could result from the proposed project. Some expressed concerns with depreciation of property values. In addition, the Planning Board was provided copies of numerous petitions protesting the rezoning signed by parties involved in the businesses which would be displaced by the new development resulting from the rezoning and by the

owners and occupants of residential property in the vicinity. At the conclusion of the Hearing and after considering several different motions ranging from approval of the request with conditions to tabling the request until a traffic study could be conducted, the Zoning Commission passed a motion recommending the City Commission deny the request to rezone Lots 1 - 5, Block 806, 11th Addition, from R-3 Single-family high density district, to C-2 General-commercial district. During the hearing, it appeared that most Zoning Commission members did not oppose the Walgreens project but were uncomfortable voting in favor of the rezoning without more information being available about possible traffic volume increases and ways to mitigate any potential traffic volume problems. Nonetheless, its official motion was for denial.

Although there is no amount of protest that can automatically terminate a rezoning request, Montana Code Annotated, Section 76-2-305, provides that a zoning amendment may not become effective except upon a favorable vote of two-thirds of the present and voting members of the city council if a protest against the change is signed by the owners of 25% or more of those lots 150 feet from a lot included in a proposed change. Staff has determined 45% of the owners of lots within the 150 foot legal protest area have objected to the rezoning. Therefore a super majority vote of the City Commission will be needed to approve the rezoning ordinance. Otherwise it fails.

After the Zoning Commission Hearing, the applicant hired the firm of Robert Peccia & Associates of Helena to conduct a traffic analysis for the proposed project. The analysis is expected to be done by about the third week in February, so that the results can be made available to the City Commission. As such, the applicant has requested the City Commission hearing on the rezoning be scheduled for March 7, 2006.

It is anticipated a copy of the Staff Report and Recommendation on the rezoning, copies of protest petitions regarding the project received to date, minutes of the January 10, 2006, Zoning Commission Hearing, and the results of the above mentioned traffic analysis will be provided to the Commission prior to the March 7, 2006 hearing.

Attach: Ordinance No. 2929  
Vicinity Zoning Map  
Preliminary Site Plan  
Preliminary Section and Elevation

cc w/Ord 2929: Hawkins Companies, 8645 W. Franklin Rd., Boise, ID 83709

ORDINANCE NO. 2929

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION ON LOTS 1 THROUGH 5, BLOCK 806, ELEVENTH ADDITION TO GREAT FALLS, CASCADE COUNTY, MONTANA, ADDRESSED AS 2300, 2304, 2308, 2312, & 2316 9<sup>TH</sup> AVENUE SOUTH, RESPECTIVELY, FROM R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT

\* \* \* \* \*

WHEREAS, on the 6<sup>th</sup> 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 6<sup>th</sup> 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 1 through 5, Block 806, Eleventh Addition to Great Falls, Cascade County, Montana, addressed as 2300, 2304, 2308, 2312 & 2316 9th Avenue South, respectively.

WHEREAS, notice of rezoning the above-mentioned property from the existing R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT to a C-2 GENERAL 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 7th day of March, 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-2 GENERAL 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 1 – 5 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, provided the terms and conditions in the heretofore mentioned agreement are adhered to and fulfilled.

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-2 GENERAL 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 7th day of March, 2006.

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Dona R. Stebbins, Mayor

ATTEST:

---

City Clerk, Peggy J. Bourne

(SEAL OF CITY)

---

APPROVED FOR LEGAL CONTENT: 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. 2929 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 7th day of March, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 7th day of March, 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 7th day of March, 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. 2929 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

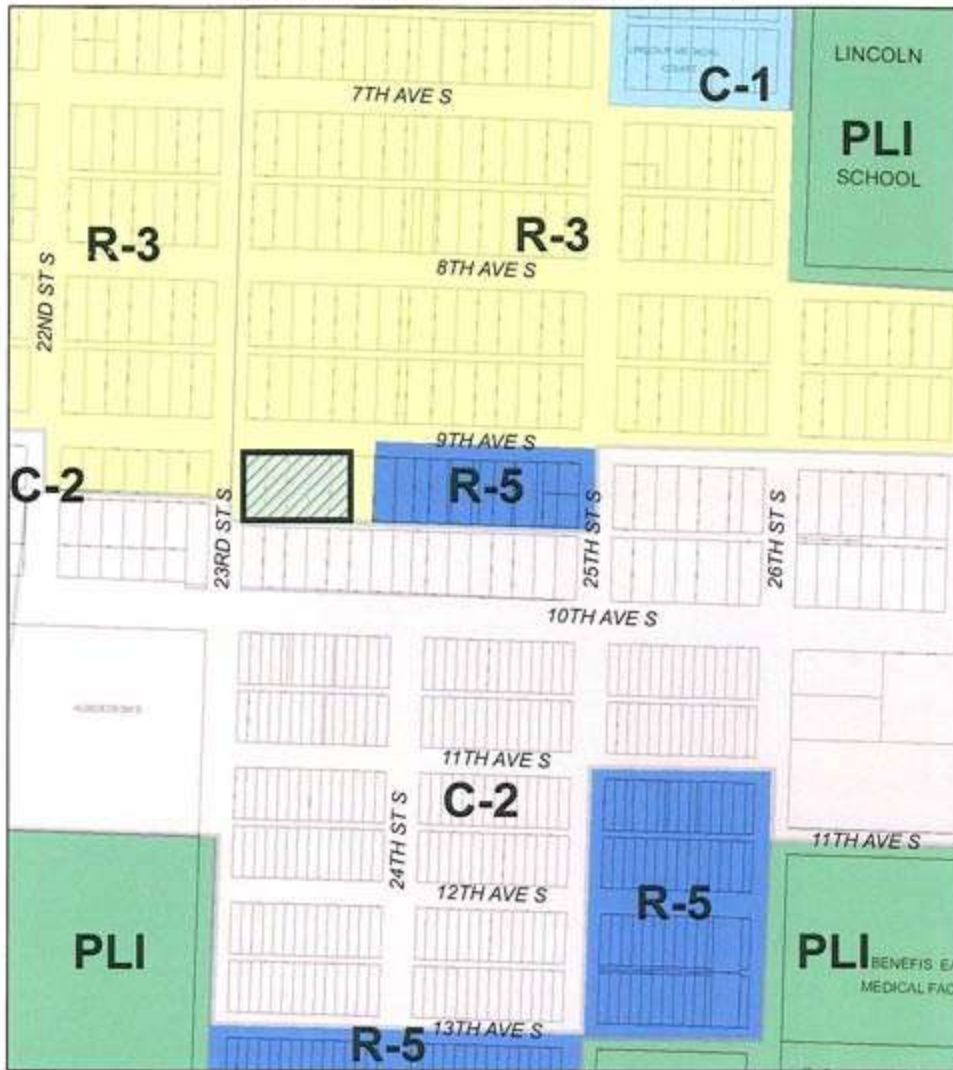
On the Bulletin Board, first floor, Civic Center Building;  
On the Bulletin Board, first floor, Cascade County Court House;  
On the Bulletin Board, Great Falls Public Library

---

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

# VICINITY / ZONING MAP



## LEGEND

### ZONING DISTRICTS

- C-1 Neighborhood commercial
- C-2 General commercial
- PLI Public lands institutional
- R-3 Single-family high density
- R-5 Multi-family medium density
- Parcels



Subject parcels proposed to be rezoned to C-2



0 90 180 360 Feet





**SITE ANALYSIS**

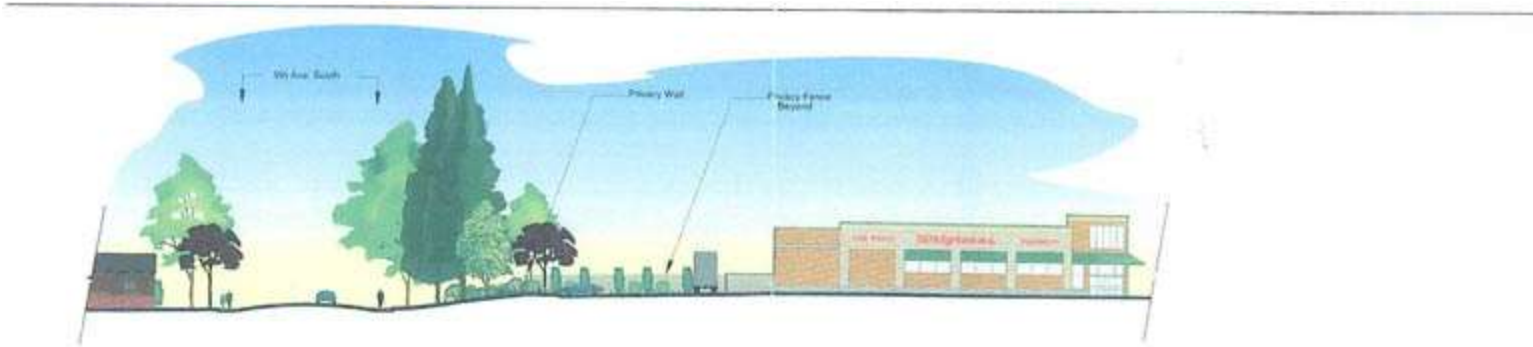
|                    |                        |          |    |       |    |
|--------------------|------------------------|----------|----|-------|----|
| SITE AREA          | 80,000 S.F. / 1.8 AC.  |          |    |       |    |
| WALGREENS          | 14,820 S.F. / 0.34 AC. |          |    |       |    |
| SHOPS              | 7,000 S.F.             |          |    |       |    |
| TOTAL              | 21,820 S.F. / 0.5 AC.  |          |    |       |    |
| <b>LANDSCAPING</b> |                        |          |    |       |    |
| PLANTING           | 9554                   |          |    |       |    |
| WALGREENS          | 14,820 S.F.            |          |    |       |    |
| SHOPS              | 7,000 S.F.             |          |    |       |    |
| TOTAL              | 21,820 S.F.            |          |    |       |    |
| <b>PARKING</b>     |                        |          |    |       |    |
| BUILDING           | 30                     | REQUIRED | 53 | SHOWN | 53 |
| WALGREENS          | 30 + 1,500 S.F.        |          |    |       |    |
| SHOPS              | (OVER 50 S.F.)         |          | 21 | 25    |    |
| TOTAL              |                        |          | 53 | 78    |    |

LANDSCAPING SHOPS: 24,000 S.F.

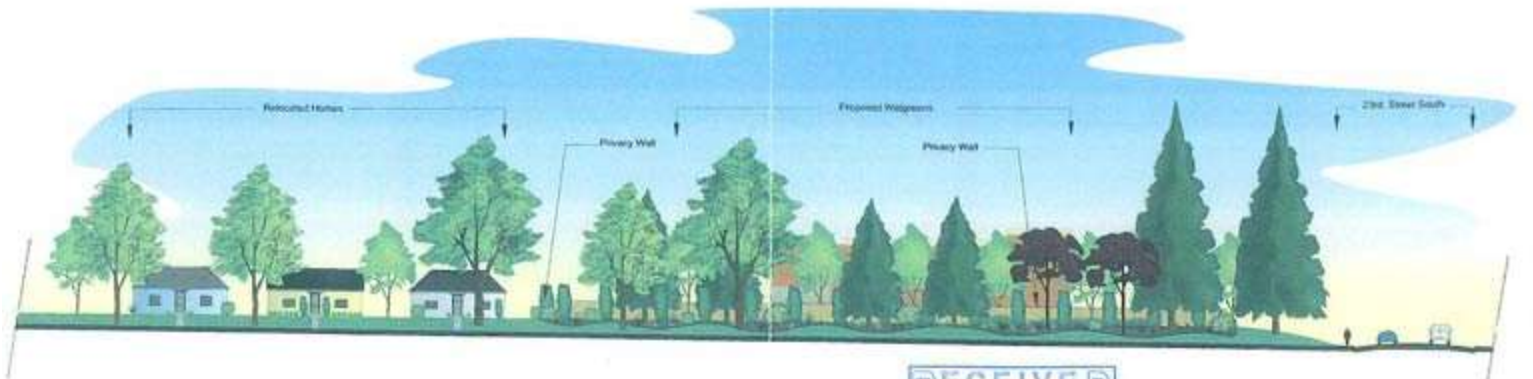
**VICINITY MAP**



**PROJECT NOTES**  
 The preliminary site plan is for informational purposes only. This site-specific information is based on a preliminary site visit and does not constitute a final site plan. Final site plan and landscape requirements will be provided in the final site plan.



SECTION  
LOOKING EAST



ELEVATION  
LOOKING SOUTH FROM 9TH AVE



THIS PLAN AND SPECIFICATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT ACCEPTS RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE RESULTS OF THE DESIGN. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT.

**HAWKINS COMPANIES**  
ARCHITECTS & PLANNERS  
1000 10TH AVENUE SOUTH  
GREAT FALLS, MONTANA 59404

PRELIMINARY SECTION & ELEVATION

10TH AVE & 23RD ST.  
GREAT FALLS, MT

MT-727e

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

**AGENDA #**       7        
**DATE**     February 7, 2006

**ITEM** Ordinance 2930, Annexation to Continue Water and/or Sewer Service

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**INITIATED BY** David V. Gliko, City Attorney

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**ACTION REQUESTED** Accept Ord. 2930 on first reading and set final reading for February 21, 2006

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**PRESENTED BY** David V. Gliko, City Attorney

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**RECOMMENDATION:**

Staff recommends the City Commission accept Ordinance 2930 on first reading and set final reading for February 21, 2006.

**MOTION:**

I move the City Commission accept Ordinance 2930 on first reading and set the final reading for February 21, 2006.

**SYNOPSIS:**

The City presents Ordinance 2930 to require the consent of property owners who will receive city water and/or services on parcels outside the city limits to consent to annexation of such parcels as a requirement for continuation of city water and/or sewer service. It is the intention of the city to implement such annexation on several parcels located outside city limits.

**BACKGROUND:**

It is long been the policy of the city not to allow water and/or sewer services outside the city limits without annexation. However, a number of parcels located outside the city limits are receiving such services through utility connections made over 20 years ago. To remain consistent with the city policy of requiring annexation before the extension of water and/or sewer service, it is deemed necessary to annex all parcels located outside the city limits receiving such utility service. MCA 69-7-201, authorizes the city to require annexation of such parcels located outside city limits as a condition of the continuation of existing water and/or sewer service. The Montana Attorney General opined the city must adopt an ordinance requiring such annexation as a condition for the continuation of water and/or sewer services before taking action on such annexation. Therefore, it is recommended the City Commission adopt Ordinance 2930 prior to annexation of those parcels located outside the city limits as a condition of the continuation of city water and/or sewer service.

ORDINANCE 2930  
AN ORDINANCE REQUIRING  
ANNEXATION OF PARCLES  
RECEIVING WATER AND/OR SEWER SERVICES  
OUTSIDE THE CITY

WHEREAS, 69-7-201, MCA, provides that the city may establish rules for the extension of water and sewer service to users outside the municipal boundaries; and,

WHEREAS, the Montana Attorney General has opined that pursuant to 69-7-201, MCA, a city may require the annexation of parcels located outside the city limits receiving water and/sewer services as a condition for the continuation of such utility services to said parcels 46 Op. Atty Gen. No. 12 (1995); and,

WHEREAS, the City of Great Falls does provide water and/or sewer services to certain parcels located outside the city limits and does intend to require annexation of such parcels as a condition to the continuation of such water and/or sewer services;

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

That the following be added as follows to the Official Codes for the City of Great Falls:

**13.02.090 Annexation Requirements.** Property owners of parcels located outside the city limits receiving city water and/or sewer service must consent to annexation into the city of such parcels as a condition of continuation of city water and/or sewer service. Failure of the property owners to consent to such annexation into the city will result termination of water and/or sewer services to such parcels located outside of the city limits.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, on the 21st day of February, 2006.

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

ATTEST:

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

(SEAL OF CITY)

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Approved for Legal Content: 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 2930 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 21st day of February, 2006, and approved by the Mayor of said City on the 21st day of February, 2006.

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

---

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

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

Peggy J. Bourne, being fist duly sworn, deposes and says: That on the 21st day of February, 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 2930 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

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Peggy J. Bourne, City Clerk

(SEAL OF CITY)

Regular City Commission Meeting

Mayor Stebbins presiding

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

**PLEDGE OF ALLEGIANCE**

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

**PROCLAMATION:** Groundhog Job Shadow Day

**PUBLIC HEARINGS**

**Res. 9538,  
Conditional Use  
Permit GF  
Townsite, B195, L8-  
9. Adopted.**

**1. RESOLUTION 9538, CONDITIONAL USE PERMIT FOR GF TOWNSITE, BLOCK 195, LOTS 8 & 9.**

Ben Rangel, Planning Director, reported that Channing J. Hartelius applied for a conditional use permit to allow the Charlie Russell Manor at 825 4<sup>th</sup> Avenue North to also serve as a community center. The property is zoned R-9 mixed residential use district wherein a community center which accommodates special event functions such as receptions and weddings is permitted upon approval of a conditional use.

On November 22, 2005, the Planning Board conducted a public hearing to consider the conditional use permit request. Citizens speaking at the Hearing included Bob McGregor, 813 4<sup>th</sup> Avenue North, and Linda Lewis, 820 4<sup>th</sup> Avenue North, who did not oppose the application, but did express concerns about the parking problems created when the Charlie Russell Manor hosts large special events. Mr. Tom Crane, 1027 4<sup>th</sup> Avenue North, opposed the conditional use permit because it amounted to further incremental degradation of zoning in the residential neighborhood. Neighborhood Council 7 provided a letter stating it supported the conditional use permit based on assurances by Mr. Hartelius that he would “find and utilize off-street parking in and around the neighborhood...” The Planning Board unanimously passed a motion recommending the City Commission approve the conditional use permit provided the applicant agreed that the primary use of the residence be used as a single family residence with the bed and breakfast and community center operations being considered secondary and the applicant prepare a formal off-street parking plan satisfactory to the Community Development Department.

Mayor Stebbins declared the public hearing open. **Channing Hartelius**, 825 4<sup>th</sup> Avenue North, spoke in support of Resolution 9538. No one spoke in opposition to Resolution 9538. Mayor Stebbins declared the

public hearing closed.

**Commissioner Jovick-Kuntz moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9538 and the accompanying Agreement.**

Commissioner Hinz asked how Mr. Hartelius was going to address the parking issue. Mr. Hartelius replied that he was entering into several lease agreements for parking areas that fit within the parameters set forth by the City.

Motion carried 5-0.

**Res. 9540,  
Conditional Use  
Permit, West GF  
Add., B28, L12-14.  
Adopted.**

**2. RESOLUTION 9540, CONDITIONAL USE PERMIT FOR WEST GF ADDITION, B28 L12-14.**

Ben Rangel, Planning Director, reported the owners of the Collins Mansion at 1003 2<sup>nd</sup> Avenue NW applied for a conditional use permit to allow the premises to also serve as a community center. Connie Romain owned the Mansion at the time the application for the conditional use permit was submitted, but has since sold the property to Mike and Kristina Hengenius. The property is zoned R-3 single-family high density district wherein a community center which accommodates special event functions such as receptions and weddings is permitted upon approval of a conditional use permit.

On November 22, 2005, the Planning Board conducted a public hearing to consider the conditional use application. Mr. Dennis Kuether, 926 2<sup>nd</sup> Avenue Northwest, spoke as an opponent noting several years ago he signed a consent form to allow a bed and breakfast at the Mansion but adequate parking does not exist to accommodate such functions as weddings and receptions. Neighborhood Council 2 provided a letter which was generally supportive of the Collins Mansion and its operation. At the conclusion of the Hearing, the Planning Board unanimously recommended the City Commission grant the conditional use permit provided the applicant agree that the primary use of the property be a single family residence, with the bed and breakfast and community center operations considered secondary; and to formulate a formal off-street parking plan satisfactory to the Community Development Department.

Mayor Stebbins declared the public hearing open. **Mike Hengenius**, 1003 2<sup>nd</sup> Avenue NW, spoke in support of Resolution 9540. He added that he signed an agreement with the School District to allow parking at West Elementary School. No one else spoke in support of or opposition to Resolution 9540. Mayor Stebbins declared the public hearing closed.

**Commissioner Hinz moved, seconded by Commissioners Beecher**

**and Jovick-Kuntz, that the City Commission adopt Resolution 9540 and the accompanying Agreement.**

Motion carried 5-0.

**Ord. 2926, OCCGF  
15.30 amendment.  
Adopted.**

**3. ORDINANCE 2926, AMENDING OCCGF 15.30.51  
PERTAINING TO MEDICAL GAS REQUIREMENTS.**

Community Development Director Mike Rattray reported that State law requires certified jurisdictions to adopt the same code editions as those adopted by the State. The City complies with this requirement through administrative action. The City adopted the 2003 Uniform Plumbing Code which references the current edition of the NFPA 99C Gas and Vacuum Systems code. However, the City code book states that the City uses the 1999 edition of the NFPA 99C Gas and Vacuum Systems code. The proposed ordinance substitutes the word "current" for the edition year eliminating the need for the City Commission to change a date every three years.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Ordinance 2926. Mayor Stebbins closed the public hearing.

**Commissioner Beecher moved, seconded by Commissioner Hinz, that the City Commission adopt Ordinance 2926 on final reading.**

Motion carried 5-0.

**Wadsworth Park  
Leases. Approved.**

**4. WADSWORTH PARK LEASES.**

Interim Park and Recreation Director Patty Rearden reported that OCCGF 3.12 requires the City Commission to hold a public hearing to receive comment prior to considering leases of public property. Additionally, Mrs. Rearden stated that in 1998, the City Commission approved Resolution 9873, Wadsworth Park Master Plan which recommended that all existing leases continue in Wadsworth Park, renewable on a year to year basis, until the City was ready to begin actual physical implementation of the Master Plan.

On September 5, 1997, the City Commission approved a five (5) year lease for portions of Wadsworth Park. On September 2000, those leases were all renewed on a year-to-year basis up to a maximum of five (5) years. All Wadsworth Park leases expired September 30, 2005.

With proposed improvements to Wadsworth Park pending, staff recommended that the leases be awarded for two years with a two year renewable clause. This would allow time to secure financing through grants and cooperative agreements to support the improvements.



The Park and Recreation Board, at its September 21, 2005, Board Meeting, recommended that the leases be renewed as proposed. The Golden Triangle Sporting Dog Club, Great Falls Saddle Club, Electric City Archers, and Missouri River Shooters requested the City continue their leases of Wadsworth Park. The two year leases include an increase in fees for Golden Triangle Sporting Dog Club from \$150 to \$225 per year; Great Falls Saddle Club from \$250 to \$375; Electric City Archers from \$100 to \$150; and Missouri River Shooters from \$120 to \$180.

Mayor Stebbins declared the public hearing open. No one spoke in support of the leases. **Clayton Braden**, 2708 4<sup>th</sup> Avenue NW, suggested that Staff review the lease for the Missouri River Shooters because he understood there was conflict with that activity and the houses in the area. Patty Rearden clarified that the Missouri River Shooters operated in a building on the east end of the property and that Mr. Braden was probably referring to the Skeet Club activities.

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

**Commissioner Jovick-Kuntz moved, seconded by Commissioners Hinz and Rosenbaum, that the City Commission approve the leases of Wadsworth Park with the Golden Triangle Sporting Dog Club, Great Falls Saddle Club, Electric City Archers, and Missouri River Shooters.**

Motion carried 5-0.

**Res. 9545, Golf Fees. Tabled to February 7, 2006.**

**5. RESOLUTION 9545, GOLF FEES.**

Mayor Stebbins announced that the City Commission would not be taking action on the proposed Resolution 9545. She also stated that each speaker would be limited to a five-minute testimony and asked that everyone be courteous to each other and respect each other's opinions. She then asked for the staff report on Resolution 9545.

Patty Rearden, Interim Park and Recreation Director, reported that the City Commission was asked to conduct a public hearing on Resolution 9545 to hear comments regarding the proposed golf course fees. Resolution 9545 would repeal Resolution 9352 and set fees for the 2006 golf season.

The recommended fees were based on the Operational Review and Recommendations Report prepared by the National Golf Foundation (NGF). In addition to the fees recommended by NGF, staff proposed a season cart rental pass in the amount \$600. All season passes (greens fees, cart rental and trail fee) would be valid March 15 through October

31.

The Park and Recreation Advisory Board supported the golf fee recommendations. The Golf Advisory Board supported the proposed season passes, punch cards, daily greens fees, daily trail fees and cart rental fees as recommended by NGF at their December 19 meeting. The Golf Advisory Board did not support the recommended season trail fee, cart storage fees or tournament fees and recommended phasing in the fees as follows:

- Season Trail Fee: \$290 in year 2006, \$340 in year 2007, and \$390 in year 2008.
- Gas Cart Storage: \$220 in year 2006, \$295 in year 2007, and \$375 in year 2008.
- Electric Cart Storage: \$300 in year 2006, \$375 in year 2007, \$450 in year 2008.

Additionally, the Golf Advisory Board recommended alternate golf tournament fees.

**Board Recommendation:**

\$150 Fee (non-refundable)  
 \$5 per player assessment  
 Season Passes Honored  
 Greens Fees:  
   Anaconda Hills:  
     \$16 weekdays, \$19 weekends  
   Eagle Falls:  
     \$18 weekdays, \$22 weekends

**Staff Recommendation:**

\$150 Deposit (refundable)  
 N/A  
 No Season Passes  
 Tournament Greens Fees: (all pay)  
   Anaconda Hills:  
     \$16 weekdays, \$19 weekends  
   Eagle Falls:  
     \$18 weekdays, \$22 weekends

The Golf Advisory Board also recommended that the State Two Man Best Ball Tournament hosted by the Men’s Association not be charged the regular fees for tournaments. They proposed that the Golf Advisory Board be charged a \$5 per player assessment fee and the \$150 tournament fee only. Players would not be charged for green fees whether they had a season pass or not.

NGF recommended eliminating the \$150 tournament fee and replacing it with a per person charge based on tournament size, course, day and time. The charge was in addition to the greens fee. NGF also recommended that all players pay full greens fees meaning that no season passes would be honored and that 50 percent of the tournament fee be paid when submitting the tournament application. Fifty percent of the deposit fee would be refunded if the tournament was cancelled.

Mrs. Rearden explained that the golf courses were currently operating at a deficit resulting in bond covenants not being met. Last fall, the City took steps to reduce expenses including the elimination of the golf

superintendent position, recalculation of the personnel budget, reduction in temporary hours, operating cost reductions, and deferment of both principal and interest on an internal debt for a yearly savings of \$160,774. It was imperative that further changes and improvements be implemented to improve the financial health of the golf courses.

Mayor Stebbins declared the public hearing open. Those addressing the Commission regarding Resolution 9545 were as follows:

**Bill Korst**, 3513 3<sup>rd</sup> Avenue South, stated that he used to work at the golf courses and was concerned that the City did not have as-builts of the golf courses, that the computerized irrigation system was not hooked up, that the pump house did not have adequate ventilation causing the equipment to wear out faster; and that the City spent a lot of money on fertilizer that was not being used. He added that he mentioned these things because these were areas the City could look at to reduce expenses before they raised the rates.

**Rolland Leitheiser**, 136 Sharon Drive, read a 4-page testimony highlighting inconsistencies and inaccuracies of the NGF report. He argued that the report twisted information to justify the proposed increases. He asked that the Commission table action on the Resolution in order to review the report more thoroughly.

**Dennis Petrak**, 1909 Colorado Avenue, reviewed the history of fee increases for the golf courses and the subsequent reduction in memberships sold. He stated that there were issues with the maintenance of the golf courses and suggested that NGF was a prospecting management hungry company. He proposed that the community come together to resolve the issues at the golf courses and asked the Commission to slow the process down in order to get people together to work on solutions. He asked that the fees be accessible and affordable for the working class.

**Hal Webb**, 3216 4<sup>th</sup> Avenue South, concurred with the previous speakers. He added that it didn't make sense to him to increase the fees which would reduce the use of the golf courses.

**Bob Lander**, 1616 4<sup>th</sup> Avenue North, stated that the City has two great golf courses to play with good concessions and were affordable for most people. He suggested a few ways to increase revenue which included selling yearly privileges to the driving range; to allow people to play during the winter months, weather permitting; to sell separate passes to each of the golf courses or a single pass for both; for the City to lease golf cars to people for the year; and to sell reduced rate season passes to people from out of town if they had a season pass from another golf course. Mr. Lander suggested hiring a golf manager to oversee both golf

courses and expressed concern over the fee paid to NGF for its recommendations.

**Gene Cook**, 102 Elk Drive, stated that if the City wanted more rounds of golf to be played to manage the courses better. He stated that no one seemed to have authority to take care of issues when they arose. He also suggested providing season passes to students who would be responsible for fixing divots at the courses. Finally, he suggested a \$.50 or \$1 surcharge for those using carts with the revenue being used to pave cart paths.

**Terry Morton**, 3440 5<sup>th</sup> Avenue South, stated that the report provided by NGF was good and brought to light the problems the golf courses had. He suggested letting go of the past and work together to solve the problems.

**Bob Rowe**, 405 Park Drive, stated that the Eagle Falls renovation should have been contracted out rather than staff doing the project internally. He said that the City Commission made a mistake doing it that way and now it was up to the golfers to pay for it. He added that a result of fee increases at the golf courses was a reduction in 739 memberships sold since 1993. He calculated that if the membership fees were the same as in 1992 and the 739 members that quit renewed their memberships, the City would have seen an additional \$2,161,575. He explained that the Commission should have consulted the golfers before spending funds on a consultant.

**Michael Kelly**, 3108 Evergreen Drive, concurred with the previous speakers. He reiterated that the City should have consulted the golfers and that costs should be cut before prices were raised.

**Lane Carlsson**, 427 Hwy 89, requested the City Commission reconsider the increase for junior golfers.

**Lyle Connolly**, 513 20<sup>th</sup> Street South, stated that if the Commission raised the rates, 70 percent of the members, being seniors, would quit.

**Herb Soboczek**, 121 11<sup>th</sup> Street NE, stated there appeared to be a problem with this proposal and recommended the Commission table action on it.

**Frank Hyson**, 604 36<sup>th</sup> Avenue NW, stated that last year he paid \$670 for a membership that allowed him to play at both courses. He asked what it would cost for the same benefits.

**Jim Filler**, 3452 8<sup>th</sup> Avenue North, suggested that those staff members responsible for the golf course debt take a pay cut until the debt was

paid.

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

**Commissioner Beecher moved, seconded by Commissioner Hinz, that the City Commission table action on Resolution 9545 until the next Commission meeting in order to consider the input received and to obtain additional information.**

Commissioner Rosenbaum stated that the Commission was there to listen and learn and he appreciated the comments made. Commissioner Jovick-Kuntz concurred.

Motion carried 5-0.

### **NEW BUSINESS**

**Golf Management  
Study Contract  
Addendum, NGF.  
Denied.**

**6. CONTRACT ADDENDUM, CONSULTANT SERVICES FOR A REQUEST FOR PROPOSALS WITH NATIONAL GOLF FOUNDATION.**

City Manager John Lawton reported that the NGF report came with dozens of recommendations. Staff divided the recommendations into five categories. The first was the point of sale/financial controls which staff was currently considering the recommendations and implementing those they could. The second was marketing. Once again, Mr. Lawton stated, staff was working on the recommendations and implementing them. The third category related to fees which the Commission just considered on the previous item. The fourth item was capital improvements which the report agreed with many of the comments made by the golfing community this evening. Finally, the fifth category was the management structure of the golf courses and the category this contract pertained to.

Mr. Lawton stated that the NGF report did not recommend one management structure over another but offered a range of ideas. Mr. Lawton added that no one on staff had a pre-determined management method in mind and that they proposed that each recommendation be explored further. Mr. Lawton added that the purpose for this contract was to help develop a process to help determine which management method would work best that included parameters, goals and controls.

**Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission approve the contract addendum with National Golf Foundation to prepare a Request for Proposals for management of the City golf course operation and**

**authorize the City Manager to execute the agreement.**

**Dennis Petrak**, 1909 Colorado Avenue, stated that there was local expertise that could develop the RFP and that before paying a consultant, staff should use local resources.

**Gene Cook**, 102 Elk Drive, suggested the ad hoc committee be in place before approving this contract. He added that there were local people who could write the RFP.

**Paul Stevens**, 820 3<sup>rd</sup> Avenue North, stated that in his opinion Mr. Lawton thought local people were stupid. He asked that the Commission not spend money on anyone outside the State.

**Rolland Leitheiser**, 136 Sharon Drive, stated that the RFP process was not a bad idea; however, there were local people who could write the RFP. He added that regardless of what decisions were made regarding the operations at the golf courses someone had to be there to enforce them to make them work.

Mayor Stebbins asked for Commission comment. Commissioner Beecher stated the need to change how the golf courses were managed was a comment he heard most often. This contract would provide a process to use in determining which management method was best. He added that community members should not be involved in writing the RFP especially since some of the community groups were interested in submitting a management proposal.

Commissioner Hinz stated she supported postponing the decision on this contract until the ad hoc committee was appointed and researching the issues. She added that she thought the RFP process was the right process to use, but wondered if there was a need to move this quickly on it.

Commissioner Rosenbaum stated that the Commission directed staff to begin looking into the management options and this contract addendum was a result of that request. He stated that there was a need to move this process along because of the on-going debt of the golf courses and while he thought the ad hoc committee would help with that, he saw no problem with NGF beginning the RFP process at this time.

There being no further discussion, Mayor Stebbins called for the vote. Motion failed 2-3 (Mayor Stebbins, Commissioners Jovick-Kuntz and Hinz dissenting).

**ORDINANCES AND RESOLUTIONS**

**Res. 9543, Levy and assess the cost of removing nuisance weeds. Adopted as amended.**

**7. RESOLUTION 9543, LEVY AND ASSESS THE COST OF REMOVING NUISANCE WEEDS.**

Coleen Balzarini, Fiscal Services Director, reported that upon adoption, Resolution 9543 assesses costs incurred in removing nuisance weeds from private properties during 2005. In accordance with OCCGF 8.44.040, property owners were notified in writing of weed violations. Determinations of the existing violations were made. Re-inspections confirmed the weeds had not been removed and were subsequently cut. Property owners were billed for the charges numerous times and payment had not been received.

Additionally, Mrs. Balzarini reported that during the spring and summer season of 2005, 2660 notices of weed violations were mailed to individual property owners. After re-inspections 57 property owners were billed for the costs associated with the removal of those weeds with 33 remaining property owners to be assessed for non-payment after numerous billings. Finally, Mrs. Balzarini stated that one of the property owners paid the assessment therefore staff presented an amended resolution exhibit reflecting that payment.

**Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Resolution 9543.**

**Dennis Petrak**, 1909 Colorado Avenue, stated that the City should assess itself for the weeds at Anaconda Hills Golf Course.

Motion carried 5-0

**Consent Agenda.  
Approved as  
printed.**

**CONSENT AGENDA**

8. Minutes, January 3, 2006, Commission meeting.
9. Total expenditures of \$1,812,678 for the period of December 28, 2005 through January 4, 2006, to include claims over \$5,000 in the amount of \$1,720,858
10. Contracts list.
11. Lien Release List.
12. Certificate of Completion for \$12,100,000 Sanitary Sewerage System Revenue Bonds, DNRC Revolving Loan Program Series 2002B. (OF 1176.1)
13. Deed for American Avenue as right-of-way and approve revised improvements agreement for Jewel Addition.
14. Final payment for the Water Treatment Plant Chlorination Systems Upgrade Project to AT Klemens, Inc., and the State Miscellaneous Tax Division in the amount of \$1,500. (OF 1199.4)

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

Motion carried 5-0.

**BOARDS AND COMMISSIONS**

**Community Development Council. Reappointed Hoiland and appointed Feldman and Kueffler.**

**15. APPOINTMENTS, COMMUNITY DEVELOPMENT COUNCIL.**

Shannon Hoiland was appointed for a three-year term to the Community Development Council (CDC) on February 4, 2003. Ms. Hoiland’s term expires January 31, 2006. She was interested in and eligible for reappointment.

Cathy Aitken was appointed to the CDC February 1, 2000, with the term expiring January 31, 2006. Chris McGregor was appointed to the CDC on February 18, 2003, with his term expiring January 31, 2007. Both Ms. Aitken and Mr. McGregor moved out of town; therefore it was necessary to appoint two new members to the Community Development Council.

**Commissioner Hinz moved, seconded by Commissioners Beecher and Jovick-Kuntz, that the City reappoint Shannon Hoiland, and appoint Aaron Kueffler and Elmer Feldman for three-year terms through January 31, 2009, to the Community Development Council.**

Motion carried 5-0.

**Policy Coordinating Committee. Appointed Rosenbaum.**

**16. POLICY COORDINATING COMMITTEE.**

In the Cooperative Agreement approved by the City Commission on December 6, 2005, the Urban Transportation Planning Process was re-established by acknowledging that both the City Planning Board and the County Planning Board have responsibility for comprehensive and long range planning in the Great Falls urban area. This acknowledgement was primarily reflected in changes to membership on both the Policy Coordinating Committee and the Technical Advisory Committee.

With the dissolution of the Great Falls City-County Planning Board on July 1, 2005, both the City Commission and the County Commission took steps to reestablish planning programs within each of their jurisdictional areas. The City-County Planning Board dissolution and resulting organizational changes also created the need to restructure the Technical Advisory Committee (TAC) and the Policy Coordinating Committee (PCC) of the Great Falls Metropolitan Transportation



Planning Process.

The PCC is responsible for overseeing transportation planning within the Great Falls Urbanized Area and includes representatives from the City, Cascade County, Great Falls Transit District, Montana Department of Transportation (MDT), the Great Falls City Planning Board, the Cascade County Planning Board, and the Federal Highway Administration (FHWA). The City Commission was asked to appoint one of its members as a representative to the PCC.

**Commissioner Beecher moved, seconded by Commissioners Hinz and Jovick-Kuntz, that the City Commission appoint John Rosenbaum to serve as our representative on the Policy Coordinating Committee.**

Motion carried 5-0.

**PETITIONS AND COMMUNICATIONS**

- River’s Edge Trail and roadway conditions.**     **21A. Herb Soboczek**, 121 11<sup>th</sup> Street NE, was concerned about pets on the River’s Edge Trail when the trail was near a busy street. He also stated that the road into Anaconda Hills was in bad shape.
- Plants in rights-of-ways.**     **21B. Clay Braden**, 2708 4<sup>th</sup> Avenue NW, stated that some people have planted things in the right-of-way causing traffic hazards.
- Apology.**     **21C. Paul Stevens**, apologized for his previous comments and believed Great Falls had an optimistic future. He added that everything bad that has happened in Great Falls was a result of the missiles being located here.

**Adjourn**

**ADJOURNMENT**

There being no further business to come before the Commission, the regular meeting of January 17, 2006, adjourned at 9:28 p.m.

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Mayor Dona R. Stebbins

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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:**

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|                                                            |                            |
|------------------------------------------------------------|----------------------------|
| MASTER ACCOUNT CHECK RUN FOR JANUARY 11, 2006              | 184,001.26                 |
| MASTER ACCOUNT CHECK RUN FOR JANUARY 18, 2006              | 503,979.59                 |
| MASTER ACCOUNT CHECK RUN FOR JANUARY 25, 2006              | 492,619.39                 |
| MUNICIPAL COURT ACCOUNT CHECK RUN FOR JANUARY 6, 2006      | 2,535.00                   |
| MUNICIPAL COURT ACCOUNT CHECK RUN FOR JANUARY 13, 2006     | 4,669.00                   |
| MUNICIPAL COURT ACCOUNT CHECK RUN FOR JANUARY 20, 2006     | 2,315.00                   |
| WIRE TRANSFERS FROM JANUARY 11, 2006 THRU JANUARY 30, 2006 | <u>514,997.89</u>          |
| <b>TOTAL: \$</b>                                           | <u><u>1,705,117.13</u></u> |

**GENERAL FUND**

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**OTHER ADMIN**

|                    |                              |          |
|--------------------|------------------------------|----------|
| MT DEPT OF REVENUE | WATER ADJUDICATION FEE-SPLIT | 2,000.00 |
|--------------------|------------------------------|----------|

**POLICE**

|                       |                             |          |
|-----------------------|-----------------------------|----------|
| ENERGY WEST RESOURCES | DECEMBER 2005 CHARGES-SPLIT | 1,201.53 |
|-----------------------|-----------------------------|----------|

**FIRE**

|                             |                               |          |
|-----------------------------|-------------------------------|----------|
| ACTION TRAINING SYSTEMS INC | ILUMINAR LEARNING MGMT SYSTEM | 9,625.00 |
| ENERGY WEST RESOURCES       | DECEMBER 2005 CHARGES-SPLIT   | 3,664.36 |

**PARK & RECREATION**

|                       |                              |          |
|-----------------------|------------------------------|----------|
| MONTANA WASTE SYSTEMS | LANDFILL FEES-DEC 2005-SPLIT | 785.02   |
| ENERGY WEST RESOURCES | DECEMBER 2005 CHARGES-SPLIT  | 1,421.99 |

**SPECIAL REVENUE FUND**

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**PLANNING**

|                      |                       |          |
|----------------------|-----------------------|----------|
| LHEUREUX PAGE WERNER | PROFESSIONAL SERVICES | 6,767.81 |
|----------------------|-----------------------|----------|

**SUPPORT & INNOVATION FUND**

|                              |                               |            |
|------------------------------|-------------------------------|------------|
| GF BUSINESS IMPROVEMENT DIST | TAX DISTRIBUTION-NOV 2005     | 37,434.36  |
| CITY COUNTY HEALTH DEPT      | 2ND HALF BUDGETED AMT FY 2006 | 125,000.00 |

**POLICE SPECIAL**

|                 |                          |          |
|-----------------|--------------------------|----------|
| DIRT CONNECTION | SHOOTING RANGE DIRT WORK | 5,400.00 |
|-----------------|--------------------------|----------|

**STREET DISTRICT**

|                    |                                 |          |
|--------------------|---------------------------------|----------|
| DICKMAN EXCAVATING | AC SCREENING PLANT RENTAL-SPLIT | 2,500.00 |
|--------------------|---------------------------------|----------|

**LIBRARY**

|                       |                             |          |
|-----------------------|-----------------------------|----------|
| ENERGY WEST RESOURCES | DECEMBER 2005 CHARGES-SPLIT | 2,264.21 |
|-----------------------|-----------------------------|----------|

**NATURAL RESOURCE**

|                       |                              |       |
|-----------------------|------------------------------|-------|
| MONTANA WASTE SYSTEMS | LANDFILL FEES-DEC 2005-SPLIT | 69.00 |
|-----------------------|------------------------------|-------|

**FEDERAL BLOCK GRANTS**

|                                |                                 |           |
|--------------------------------|---------------------------------|-----------|
| ALL STEEL BUILDING CO          | CDBG ALLOCATION-URSULINE CENTRE | 16,000.00 |
| HOME RENOVATIONS               | CDBG DEFERRED PMT LN-EWERT      | 6,000.00  |
| AGENCY ON AGING                | CDBG ALLOCATION                 | 5,234.55  |
| JORGENSEN CONSTRUCTION         | CDBG DEFERRED PMT LN-FEURT      | 11,920.00 |
| M & D CONSTRUCTION             | CDBG ALLOCATION-BOYS&GIRLS CLUB | 18,843.66 |
| WESTERN MUNICIPAL CONSTRUCTION | CDBG ALLOCATION-ULRRWS          | 44,502.48 |

**ECONOMIC REVOLVING**

|                       |                              |           |
|-----------------------|------------------------------|-----------|
| CAPITOL DECISION INC  | JANUARY & EXPENSE RETAINER   | 12,800.00 |
| GF AIRPORT AUTHORITY  | REIMBURSE ADVANCE BRAC STUDY | 10,000.00 |
| ENERGY WEST RESOURCES | DECEMBER 2005 CHARGES-SPLIT  | 89.43     |

**DEBT SERVICE**

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**SID BONDS**

|                            |                      |           |
|----------------------------|----------------------|-----------|
| US BANK                    | DEBT SERVICE PAYMENT | 20,154.65 |
| US BANK                    | DEBT SERVICE PAYMENT | 30,405.00 |
| WELLS FARGO BANK MINNESOTA | DEBT SERVICE PAYMENT | 14,310.00 |

**ENTERPRISE FUNDS**

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**WATER**

|                                  |                                 |            |
|----------------------------------|---------------------------------|------------|
| US BANK                          | DEBT SERVICE PAYMENT            | 109,597.50 |
| DANA KEPNER CO-BILLINGS          | WATER METER REPAIR PARTS        | 11,020.50  |
| THOMAS DEAN & HOSKINS            | PMT#5-WATER MASTER PLAN         | 32,555.01  |
| DANA KEPNER CO-BILLINGS          | WATER METERS                    | 7,950.00   |
| THATCHER CO                      | T-FLOC 1410 POLYMER             | 6,156.00   |
| THATCHER CO                      | ALUMINUM SULFATE-LIQUID         | 14,980.90  |
| INDUSTRIAL AUTOMATION CONSULTING | WONDERWARE SOFTWARE SUPPORT     | 5,817.00   |
| DANA KEPNER CO-BILLINGS          | WATER METERS FOR FIRELINE       | 9,660.00   |
| MT DEPT OF REVENUE               | WATER ADJUDICATION FEE-SPLIT    | 7,040.00   |
| DICKMAN EXCAVATING               | AC SCREENING PLANT RENTAL-SPLIT | 1,250.00   |
| ENERGY WEST RESOURCES            | DECEMBER 2005 CHARGES-SPLIT     | 4,965.99   |

**SEWER**

|                            |                                 |            |
|----------------------------|---------------------------------|------------|
| US BANK                    | DEBT SERVICE PAYMENT            | 93,161.25  |
| US BANK                    | DEBT SERVICE PAYMENT            | 88,340.00  |
| NEIL CONSULTANTS           | PMT#1-SEWER LIFT STATIONS       | 24,942.00  |
| STANLEY CONSULTANTS INC    | PMT#4-WWTP CO-GEN PROJECT       | 52,619.59  |
| VEOLIA WATER NORTH AMERICA | WWTP OPERATION & MAINTENANCE    | 181,300.00 |
| DICKMAN EXCAVATING         | AC SCREENING PLANT RENTAL-SPLIT | 1,250.00   |

**SANITATION**

|                       |                              |           |
|-----------------------|------------------------------|-----------|
| MONTANA WASTE SYSTEMS | LANDFILL FEES-DEC 2005-SPLIT | 46,890.90 |
| ENERGY WEST RESOURCES | DECEMBER 2005 CHARGES-SPLIT  | 784.74    |

**ELECTRIC UTILITY**

|                  |                |           |
|------------------|----------------|-----------|
| DORSEY & WHITNEY | LEGAL SERVICES | 20,000.00 |
|------------------|----------------|-----------|

**SAFETY SERVICES**

|                       |                             |        |
|-----------------------|-----------------------------|--------|
| ENERGY WEST RESOURCES | DECEMBER 2005 CHARGES-SPLIT | 300.38 |
|-----------------------|-----------------------------|--------|

**GOLF COURSES**

|                          |                              |          |
|--------------------------|------------------------------|----------|
| MAXIM TECHNOLOGIES INC   | PMT#4-ANACONDA ENVIRONMENTAL | 9,219.55 |
| NATIONAL GOLF FOUNDATION | CONSULTING SERVICES          | 5,454.28 |
| ENERGY WEST RESOURCES    | DECEMBER 2005 CHARGES-SPLIT  | 586.81   |

**SWIM POOLS**

|                       |                             |          |
|-----------------------|-----------------------------|----------|
| ENERGY WEST RESOURCES | DECEMBER 2005 CHARGES-SPLIT | 3,881.03 |
|-----------------------|-----------------------------|----------|

**RECREATION**

|                       |                             |        |
|-----------------------|-----------------------------|--------|
| ENERGY WEST RESOURCES | DECEMBER 2005 CHARGES-SPLIT | 905.29 |
|-----------------------|-----------------------------|--------|

**INTERNAL SERVICES FUND**

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**HEALTH INSURANCE**

|                        |                                    |           |
|------------------------|------------------------------------|-----------|
| BLUE CROSS/BLUE SHIELD | GROUP & HMO CLAIMS-1/4/06-1/10/06  | 47,566.23 |
| BLUE CROSS/BLUE SHIELD | GROUP & HMO CLAIMS-1/11/06-1/17/06 | 25,219.33 |
| BLUE CROSS/BLUE SHIELD | GROUP & HMO CLAIMS-1/18/06-1/24/06 | 86,243.93 |
| BLUE CROSS/BLUE SHIELD | ADMIN & REINS FEES-JANUARY 2006    | 35,851.20 |

**CENTRAL INSURANCE**

|                            |                          |           |
|----------------------------|--------------------------|-----------|
| MONTANA MUNICIPAL INS AUTH | G/L DEDUCTIBLES-DEC 2005 | 13,202.75 |
|----------------------------|--------------------------|-----------|

**FISCAL SERVICES**

|              |                     |           |
|--------------|---------------------|-----------|
| POSTMASTER   | PREPAID POSTAGE     | 12,594.95 |
| R W BECK INC | CONSULTING SERVICES | 10,568.52 |

**CENTRAL GARAGE**

|                     |                            |           |
|---------------------|----------------------------|-----------|
| MOUNTAIN VIEW CO-OP | UNLEADED & DIESEL FUEL     | 16,470.58 |
| MOUNTAIN VIEW CO-OP | UNLEADED & DIESEL FUEL     | 25,740.88 |
| CITY OF EVANSTON    | ALTERNATE RESPONSE VEHICLE | 20,000.00 |

**PUBLIC WORKS**

|                       |                             |          |
|-----------------------|-----------------------------|----------|
| ENERGY WEST RESOURCES | DECEMBER 2005 CHARGES-SPLIT | 6,531.28 |
|-----------------------|-----------------------------|----------|

**PARK & RECREATION ADMINISTRATION**

|                       |                              |          |
|-----------------------|------------------------------|----------|
| MT DEPT OF REVENUE    | WATER ADJUDICATION FEE-SPLIT | 20.00    |
| ENERGY WEST RESOURCES | DECEMBER 2005 CHARGES-SPLIT  | 2,017.48 |

**FACILITY SERVICES**

|                       |                             |          |
|-----------------------|-----------------------------|----------|
| ENERGY WEST RESOURCES | DECEMBER 2005 CHARGES-SPLIT | 2,912.37 |
|-----------------------|-----------------------------|----------|

**CLAIMS OVER \$5000 TOTAL:**

**\$ 1,433,961.27**

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

**AGENDA: 10  
DATE: February 7, 2006**

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

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

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

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

**CONTRACT LIST**

|          | <b>DEPARTMENT</b> | <b>OTHER PARTY<br/>(PERSON OR<br/>ENTITY)</b> | <b>PERIOD</b>       | <b>FUND</b>                                               | <b>AMOUNT</b> | <b>PURPOSE</b>                                                                                         |
|----------|-------------------|-----------------------------------------------|---------------------|-----------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------|
| <b>A</b> | City Planning     | Delta Engineering                             | FY06                | CTEP                                                      | \$6,055.00    | Agreement Addendum to redesign a portion of the Bay Drive Bike/Ped Path OF 1306.5                      |
| <b>B</b> | Public Works      | Frank R. Tuss                                 | 2/8/05-<br>2/7/25   |                                                           | \$2,310.00    | 20 year agreement per Sec. 7 of Easement Agreement dated February 8, 1985. T20N R3E Sect 20.           |
| <b>C</b> | Public Works      | NorthWestern Energy                           | 12/7/05-<br>1/15/06 | Improvements<br>Other Than<br>Buildings –<br>Construction | \$15,633.00   | Installation of street lights on Beargrass Drive – Flood Road to Ferguson Drive Meadowlark #3 SLD 1302 |

|          |                |                                       |              |  |                                  |                                                                                                                                                                                                          |
|----------|----------------|---------------------------------------|--------------|--|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>D</b> | Administration | State Professional Development Center | 3/31/06      |  | \$970 plus travel (approx. \$80) | Two seminars per contract dated 01/6/06 for local government managers.                                                                                                                                   |
| <b>E</b> | Administration | R. W. Beck                            | January 2006 |  | \$20,000.00                      | Agreement and Amendment No. 1 for Professional Services regarding street lighting, WiFi service to all or part of the City, and replacing Northwestern as the default electric supplier within the City. |

**A G E N D A   R E P O R T**

**DATE** February 7, 2006

**ITEM** Sun River Skeet Club Lease

**INITIATED BY** Sun River Skeet Club

**ACTION REQUESTED** Set Public Hearing

**PREPARED & PRESENTED BY** Patty Rearden, Interim Park & Recreation Director

**RECOMMENDATION:**

Staff recommends that the City Commission set a public hearing for February 21, 2006, Commission Chambers, for the park lease with the Sun River Skeet Club.

**MOTION:**

“I move the City Commission set a public hearing for February 21, 2006 7:00 p.m., Commission Chambers for the lease of a portion of Wadsworth Park with the Sun River Skeet Club.”

**SYNOPSIS:**

As required by Title 3, Chapter 12, OCCGF, before final consideration of lease of City property, the City Commission shall hold a public hearing to receive comment regarding such a lease.

The Sun River Skeet Club has requested the City continue their lease of Wadsworth Park. The two year lease includes an increase in fee for Area E from \$300/year to \$450/year. Lease is for two (2) years with no renewal clause. This lease will conclude after two years due to the current area of impact being in conflict with other park uses and requires the Sun River Skeet Club to relocate its facility at the conclusion of the term of this lease. It is recommended in the lease that the Club continue to be proactive in developing new facilities at the Great Falls Shooting Sports Complex.

**BACKGROUND:**

In 1998 the City Commission approved Resolution 9873, Wadsworth Park Master Plan. It was recommended at that time that “The Sun River Skeet Club will be allowed to continue their existing lease (expires September 5, 2000) and if requested, will be granted a three (3) year extension. After that time, a lease could be granted annually, at the discretion of the City. Eventually, the Sun River Skeet Club will be required to relocate its facility. It is recommended that the Skeet Club be proactive in their pursuit of alternate facility locations. The Skeet Club’s current area of impact is in conflict with other park uses, as determined by observed shot fall north of the levee. Because of this, it is necessary that the Skeet Club be relocated.”

On September 5, 1995, the City Commission approved a five (5) year lease. On September 2000, the City Commission renewed the existing lease on a year to year basis up to a maximum of five (5) years.

With proposed improvements to Wadsworth Park it is recommended that the lease be awarded for two years, with no renewal clause. The Park and Recreation board approved the two (2) year renewal at its September 21, 2005 board meeting.



CITY OF GREAT FALLS, MONTANA

AGENDA # 12

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

**DATE:** February 7, 2006

**ITEM** Res. 9542, Cost Recovery, L4, B472, GF Original Townsite, 714 6 Ave S

**INITIATED BY** Community Development Department

**ACTION REQUESTED** Set Public Hearing for February 21, 2006

**PREPARED BY** Jay Parrott, Building Inspector

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

- - - - -

**RECOMMENDATION:**

Staff recommends the City Commission set February 21, 2006, at 7:00 P.M. for a public hearing to assess costs for razing and clean-up of the condemned property located at *714 6<sup>th</sup> Avenue South* of Lot 4, Block 472, Great Falls Original Townsite Addition, Great Falls, Cascade County, Montana and that the charge shall be assessed against the property.

A public hearing for assessing said costs is mandated by the Official Codes for the City of Great Falls, Nuisance Abatement Code, Chapter 8, Section 8.49.070.

**MOTION:**

I move a public hearing be set for February 21, 2006, at 7:00 P.M., on Resolution 9542.

**SYNOPSIS:**

The owner of the property on Lot 4, Block 472, Great Falls Original Townsite Addition, Great Falls, Cascade County, Montana, was issued a notice of hearing before the City Commission of Great Falls to appear at 7:00 P.M., February 21, 2006. The hearing is to show cause why the owner of the property should not be held liable for the costs incurred in razing and clean-up of the structure known as *714 6<sup>th</sup> Avenue South*.

**BACKGROUND:**

On November 3, 2004, the Building Inspector inspected the property and found the structure did not meet the minimum requirements set by the Official City Codes of Great Falls, 2003 International Existing Building Code, 2003 International Residential Code and the 2003 International Property Maintenance Code as adopted by reference.

Staff has taken the following action:

| <u>Action</u>                                                                                 | <u>Date</u> |
|-----------------------------------------------------------------------------------------------|-------------|
| • Initial inspection of property                                                              | 11-02-04    |
| • Condemned with sixty-day notice mailed                                                      | 11-03-04    |
| • Building Permit Applied for<br>Permit valid for 180 days from issuance                      | 06-27-05    |
| • Property re-inspected for compliance to building permit<br>No action taken by permit holder | 01-17-06    |
| • Building permit revoked                                                                     | 01-17-06    |
| • Razing started by contractor                                                                | 01-18-06    |
| • Razing completed and approval by staff                                                      | 02-01-06    |

Cost for cleanup as follows:

|                                                                 |                           |
|-----------------------------------------------------------------|---------------------------|
| Asbestos sampling & testing by <i>City of Great Falls</i> staff | \$ 253.50                 |
| Removal of asbestos siding on garage                            | \$ 587.00                 |
| Administrative Fee                                              | \$ 260.00                 |
| Ownership and encumbrance report by <i>Stewart Title</i>        | \$ 110.00                 |
| Recording Fees                                                  | \$ 12.00                  |
| Publishing Legal Ad (TRIBUNE)                                   | \$ 35.00                  |
| Razing Fee                                                      | \$ 45.00                  |
| Demolition & cleanup by <i>Wayne Riley Construction</i>         | <u>\$ 3,300.00</u>        |
| <b>TOTAL COSTS INCURRED</b>                                     | <u><u>\$ 4,602.00</u></u> |

Resolution 9542 would allow staff to assess the razing cost against the property itself.

**NOTICE OF PUBLIC HEARING**

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

714 6<sup>th</sup> Avenue South . . . . . \$ 4,602.00

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

BY ORDER OF THE CITY COMMISSION

Peggy J. Bourne, City Clerk

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OFFICE USE ONLY

Publication Date: February 11, 2006

cc: Account # 451-7121-572-3599  
Peggy J. Bourne, City Clerk  
Itemized Account  
Owner: Len Reed  
P.O. Box 2432  
Great Falls MT 59403-2432  
Post on Property  
Property File

## ITEMIZED ACCOUNT FOR RECOVERY OF ABATEMENT COSTS

The following expenses were incurred during the razing and cleanup of property at Lot 4, Block 472, Great Falls Original Addition, Great Falls, Montana, more commonly known as 714 6<sup>th</sup> Avenue South.

|                                                                |                    |
|----------------------------------------------------------------|--------------------|
| Asbestos sampling & testing by <i>City of Great Fall</i> staff | \$ 253.00          |
| Removal of asbestos siding on garage                           | \$ 587.00          |
| Administrative Fee                                             | \$ 260.00          |
| Ownership and encumbrance report by <i>Stewart Title</i>       | \$ 110.00          |
| Recording Fee                                                  | \$ 12.00           |
| Publishing – Legal Ad                                          | \$ 35.00           |
| Razing Fee                                                     | \$ 45.00           |
| Demolition & cleanup by Wayne Riley Construction               | <u>\$ 3,300.00</u> |
| TOTAL EXPENSES INCURRED                                        | <u>\$ 4,602.00</u> |

RESOLUTION 9542

A RESOLUTION ASSESSING THE COSTS INCURRED IN RAZING AND CLEANING OF THE PROPERTY LOCATED AT LOT 4, BLOCK 472, GREAT FALLS ORIGINAL TOWNSITE ADDITION, GREAT FALLS, CASCADE COUNTY, MONTANA, ADDRESSED AS 714 6<sup>th</sup> AVENUE SOUTH, AGAINST SAID PROPERTY.

WHEREAS, the owner of the property located at Lot 4, Block 472, Great Falls Original Townsite Addition, Great Falls, Montana, 714 6<sup>th</sup> Avenue South was issued a notice to raze the structure.

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

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

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

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

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

The amount of \$ 4,602.00 for razing and cleanup costs incurred in the abatement of a nuisance at Lot 4, Block 472, Great Falls Original Townsite Addition, Great Falls, Montana, described as 714 6<sup>th</sup> Avenue South, be assessed against the property itself, with interest and penalties on the unpaid balance.

PASSED by the Commission of the City of Great Falls, Montana, on this 21 day of February, 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 9542 was placed on its final passage and adoption, and was passed and adopted by the City Commission of said City at a Regular Meeting thereof held on the 21 day of February 2006, and approved by the Mayor of said City, on the 21 day of February, 2006.

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

---

Peggy J. Bourne, City Clerk

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

INITIATED BY CHERYL PATTON, ASSISTANT CITY MANAGER

ACTION REQUESTED APPROVAL OF LABOR AGREEMENT

PRESENTED BY CHERYL PATTON, ASSISTANT CITY MANAGER

RECOMMENDATION:

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

MOTION:

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

SYNOPSIS:

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

BACKGROUND:

The terms of the proposed agreement are for a two-year period from January 1, 2006 through December 31, 2007. The economic impact is 3.25% the first year, and 4% the second year.

The major changes from the previous agreement are:

1. Article 24, Duration  
The dates were changed to reflect the duration of the agreement, 1/1/06 – 12/31/07.
2. Article 15, Sick Leave, Section 15.2  
For scheduling purposes, language was added requesting employees to provide 24 hours advance notice of doctor and dentist appointments except in emergencies or unforeseen circumstances.
3. Schedule A  
The salary schedule was updated to reflect a 3.25% increase effective 1/1/06 (with 45¢/hr. deferred to pension), and a 4% increase effective 1/1/07.

4. Schedule A, Items III – VII  
Items III, VI and VII were deleted.

Item IV was renumbered and modified to clarify temporary employees receive the same rate of pay and union pension contributions as other employees covered by the agreement.

Item V was renumbered and modified to allow the City greater flexibility in recruiting.

5. Schedule B, Item I(C) was deleted (recruitment is addressed in Schedule A, Item V).

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

The amount the City contributes into the Plumbers' and Pipefitters' National Pension Fund was updated to reflect the 45¢/hr. employees deferred 1/1/06, increasing contribution amounts from \$1.80/hr. to \$2.25/hr.

7. Schedule B, Item 2B: Health Insurance

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



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

**BETWEEN**

**CITY OF GREAT FALLS**

**AND**

**PLUMBERS AND FITTERS LOCAL NO. 41**

**January 1, 2006 - December 31, 2007**

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THIS AGREEMENT, made and entered into at Great Falls as of the \_\_\_\_ day of February, 2006, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the PLUMBERS AND FITTERS LOCAL NO. 41, hereinafter referred to as the "UNION", who have mutually agreed as follows:

## ARTICLE 1

### RECOGNITION AND PURPOSE:

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

## ARTICLE 2

### SUCCESSORS:

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

## ARTICLE 3

### DEFINITIONS:

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

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

## ARTICLE 4

### UNION SECURITY:

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

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

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

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

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

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

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

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

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

## ARTICLE 5

### STRIKES AND LOCKOUTS:

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

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

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

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

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

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

## ARTICLE 6

### MANAGEMENT RIGHTS:

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

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

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

## ARTICLE 7

### EMPLOYEE RIGHTS/GRIEVANCE:

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

Step 1:

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

Step 2:

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

Step 3:

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

Step 4:

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

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

## ARTICLE 8

### WAGES AND PAY PERIODS:

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



## ARTICLE 9

### HOURS OF WORK AND OVERTIME:

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

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

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

## ARTICLE 10

### CALL BACK:

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

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

## ARTICLE 11

### SENIORITY:

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

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

## ARTICLE 12

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

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

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

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

## ARTICLE 13

HOLIDAYS:

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

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

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

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

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

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

ARTICLE 14

## VACATION:

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

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

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

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

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

## ARTICLE 15

### SICK LEAVE:

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

15.2 Employee may take sick leave for the following reasons:

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

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

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

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

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

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

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

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

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

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

## ARTICLE 16

REST BREAK:

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

ARTICLE 17

JURY DUTY:

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

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

ARTICLE 18

LEAVE OF ABSENCE:

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

ARTICLE 19

HOT MEAL:

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

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

ARTICLE 20

LONGEVITY:

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

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

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

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

#### ARTICLE 21

##### AFFIRMATIVE ACTION POLICY:

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

#### ARTICLE 22

##### SUPPLEMENTAL AGREEMENT:

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

#### ARTICLE 23

##### SAVINGS CLAUSE:

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

#### ARTICLE 24

##### DURATION:

This AGREEMENT shall continue in full force and effect from January 1, 2006 through December 31, 2007; and thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month's effective period either party shall serve written notice upon the other it desires cancellation, revision, or modification of any provision or provisions of this AGREEMENT. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes; and at least forty-five (45) days prior to the expiration date of the AGREEMENT, meetings to consider such changes shall be held by the parties.

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

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



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

FOR THE CITY OF GREAT FALLS

FOR THE UNION

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

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

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

ATTEST:

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

# SCHEDULE A

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

The following changes and additions are hereby made a part of the agreement dated the \_\_\_\_ day of February, 2006, between the City of Great Falls, Montana, and the Plumbers and Fitters Local No. 41, as fully and completely as if the same were set forth in its entirety therein.

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

|                                                | <u>January 1, 2006</u>                                            |                 | <u>January 1, 2007</u> |                 |
|------------------------------------------------|-------------------------------------------------------------------|-----------------|------------------------|-----------------|
|                                                | 3.25% increase = 71¢/hr.<br>Split: 45¢ on pension<br>26¢ on wages |                 | 4% increase = 91¢/hr   |                 |
| <u>TITLE</u>                                   | <u>New Hire</u>                                                   | <u>6 months</u> | <u>New Hire</u>        | <u>6 months</u> |
| Maintenance Plumbers                           | \$20.14                                                           | \$20.30         | \$21.05                | \$21.21         |
| Plumbing Inspectors                            | \$20.14                                                           | \$20.30         | \$21.05                | \$21.21         |
| Master of Record                               | \$20.14                                                           | \$20.30         | \$21.05                | \$21.21         |
| Apprentice:                                    |                                                                   | <u>1/1/06</u>   |                        | <u>1/1/07</u>   |
| 1 <sup>st</sup> year - 55% of Journeyman rate: |                                                                   | \$11.17         |                        | \$11.67         |
| 2 <sup>nd</sup> year - 65% of Journeyman rate: |                                                                   | \$13.20         |                        | \$13.79         |
| 3 <sup>rd</sup> year - 75% of Journeyman rate: |                                                                   | \$15.23         |                        | \$15.91         |
| 4 <sup>th</sup> year - 85% of Journeyman rate: |                                                                   | \$17.26         |                        | \$18.03         |
| 5 <sup>th</sup> year - 95% of Journeyman rate: |                                                                   | \$19.29         |                        | \$20.15         |

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

## II

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

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

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

## III

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

## IV

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

SCHEDULE B

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

SPECIAL CONDITIONS

1. Special Conditions - Inspectors:

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

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

- A. PENSION:  
The CITY shall contribute two dollars and twenty-five cents (\$2.25) effective 1/1/06, to the Plumbers and Pipefitters National Pension Fund for each hour for which a Plumbing Inspector, Maintenance Plumber or Master of Record receives pay.

B. HEALTH INSURANCE:

For those employees in the City's health insurance plan, a City health insurance contribution in the amount of \$538/mo. (at a rate of \$269/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 \$538/mo. (at a rate of \$269/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 \$538/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.

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

|                       | <u>City</u> | <u>Employee</u> |
|-----------------------|-------------|-----------------|
| Single                | \$538       | \$ 5            |
| Employee & Spouse     | \$538       | \$55            |
| Employee & Child(ren) | \$538       | \$52            |
| Family                | \$538       | \$72            |

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

- C. The CITY will designate one (1) Master of Record who shall be paid sixty cents

(60¢) per hour worked over the regular rate. The Master of Record is responsible for assuring that the work performed by CITY Plumbers is in compliance with State and City Plumbing Codes. The Master of Record performs duties which require him/her to regulate peers.

3. Apprentices

A. PENSION:

Employers contributing to the Plumbers and Fitters National Pension Fund for apprentices shall be remitted at the rate of 50% of the contribution rate for journeyman. Therefore, the City shall contribute one dollar and thirteen cents (\$1.13) effective 1/1/06 to the Plumbers and Fitters National Pension Fund for each hour for which an apprentice receives pay, to the Apprentice Training Fund.

B. HEALTH INSURANCE

The City agrees to contribute the same amounts as listed in Item 2 (B) above.

AGENDA REPORT

DATE February 7, 2006

ITEM: Lion's Club Matching Grant

INITIATED BY: Great Falls Lion's Club

ACTION REQUESTED: Approve Matching Grant

PREPARED AND PRESENTED BY: Patty Rearden, Interim Park & Recreation Director

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**RECOMMENDATION:**

Staff recommends the City Commission approve the matching grant of \$8,600 to Great Falls Lion's Club.

**MOTION:**

"I move the City Commission approve the \$8,600 matching grant from the Park Special Revenue fund to Great Falls Lion's Club."

**SYNOPSIS:**

Great Falls Lion's Club has submitted an application for a Park Special Revenue (Park Trust) Grant in the amount of \$15,000. This grant is for the purchase and installation of a new play structure in Lion's Park. Through various fundraising efforts the Great Falls Lion's Club has raised the required match for this grant. The Park Trust matching grant funds available at the end of 2004 is \$8,600.

**BACKGROUND:**

Lion's Park is located on 10<sup>th</sup> Avenue South between 27<sup>th</sup> & 29<sup>th</sup> Street South and was dedicated as park land in 1952. In 1962 the Lion's Club adopted this park as a service project. In 1995 the park received a generous donation to purchase trees making a portion of the park a "Memorial Grove". Other improvements to the park include a new parking lot, flag pole and flag and additional tree planting.

On April 21, 1998 the City Commission approved the Park Trust Fund policy, which established the criteria for income, expenditure and investment of funds in the Park Land Trust, a portion of the Special Revenue Fund. This policy established a matching grant program. This program provided for individuals, groups, business and/or organizations to apply for a 50/50 matching grant for park projects. Interest earned in 2004 was \$8,600.

The Park and Recreation Board reviewed and approved the matching grant at its January 9, 2006 meeting and recommended approval by the City Commission.

A G E N D A   R E P O R T

DATE February 7, 2006

ITEM: Change Order #2: Electric City Soccer Park, Turf Seeding (O.F. 1397.4)

INITIATED BY: Great Falls Youth Soccer Park Design Committee

ACTION REQUESTED: Approve Change Order #2

PRESENTED BY: Jim Rearden, Director of Public Works

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**RECOMMENDATION:** Staff recommends that Change Order #2 to the construction contract for Wadsworth Builders for the Turf Seeding phase of the Electric City Soccer Park (O.F. 1397.4) be approved.

**MOTION:** “I move the City Commission approve Change Order #2 in the amount of \$7,258.11 to the construction contract for Wadsworth Builders for the Turf Seeding phase of the Electric City Soccer Park (O.F. 1397.4).”

**SYNOPSIS:** The improvements under this contract included the seeding of the entire complex. Construction bids were received on June 25, 2004 with 1 bidder submitting. The contract was awarded on July 20, 2004 for a contract amount of \$600,000. The irrigation system contractor (Par Golf) delayed the start date of the turf contractor (Wadsworth Builders), resulting in additional costs. Change Order #1 allowed for the resulting costs incurred by Wadsworth and his subcontractors. Change Order # 2 provides for two additional items :

- 1) Additional grow-in time of 10 days (weather and irrigation system problems did not produce normal grow-in. The turf contractors agreed to remain in grow-in mode for an additional 10 days and split the costs with the city) \$4,248.11
  
- 2) Additive cost for rental of reel mower @ \$70.00 per day for 43 days (The new turf required cutting with a reel mower to minimize damage during the grow-in period. Originally, the city was to provide a mower for late September cutting. When seeding was delayed until May 2005, the city mower was not available) \$3010.00

**BACKGROUND:** The purpose of this project is to construct a major soccer complex in Great Falls to serve the needs of area soccer enthusiasts and also to provide the opportunity to host State-wide tournaments. The total project scope is to build a complex which will accommodate 15 individual fields with parking, concessions and other facilities. This contract provides the turf seeding for 10 of those fields and dryland seeding on the remaining area.

The improvements for the Great Falls Youth Soccer Park were designed by Thomas, Dean & Hoskins, Inc. Landscape Architect, Carl Thuesen and Soil Consultant, PRZ International Sports Turf Consultants are also part of the design team. The total budget for the project is \$3,384,195, which includes proceeds from a \$2.5 million general obligation bond approved by voters November 4, 2003. The balance is coming from Soccer Foundation fund raising.



CHANGE ORDER

ORDER NO. 2

DATE 11-28-05

AGREEMENT DATE: August 6, 2004

NAME OF PROJECT: Construction of Great Falls Youth Soccer Park

OWNER City of Great Falls/ Great Falls Soccer Foundation

CONTRACTOR Wadsworth Builders

The following changes are hereby made to the CONTRACT DOCUMENTS:

- Additional Grow-in time – 10 days Cost = \$4,248.11
- Additive cost for rental of reel mower @ \$70.00 per day for 43 days Cost = \$3,010.00

**Total Additive Costs = \$7,258.11**

**Justification:**

- Weather and irrigation system concerns did not produce normal grow-in. The Turf contractors agreed to remain in grow-in mode for additional 10 days and split costs with the City.
- The new turf required it be cut with a reel mower to minimize damage during the grow-in period and for the first summer/fall growing season. Originally, the City was to provide mower for late September cutting. When seeding was delayed until May 2005, the City mower was not available.

Original CONTRACT PRICE: \$600,000.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$656,400.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 7,258.11

The new CONTRACT PRICE including this CHANGE ORDER will be: \$763,658.11

CHANGE of CONTRACT TIME: There was no change to the Contract Time.

Recommended by: \_\_\_\_\_

Ordered by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

CITY OF GREAT FALLS, MONTANA

AGENDA # 16

AGENDA REPORT

DATE February 7, 2006

ITEM Award Bid to Forde Nursery – North Entry Landscaping Phase II CTEP Project, O.F. 1306.4

INITIATED BY Public Works/Park & Recreation/City Planning Departments

ACTION REQUESTED Award Bid

PRESENTED BY Patty Rearden, Acting Park & Recreation Director

PREPARED BY Sherry Marshall, Planner I

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**RECOMMENDATION:**

It is recommended the City Commission approve the following motion.

**MOTION:**

“I move the City Commission award the contract for the North Entry Landscaping-Phase II project to Forde Nursery in the amount of \$39,702 and authorize the City Manager to execute the necessary documents, contingent upon State Department of Transportation concurrence.”

**PROJECT TITLE:** NORTH ENTRY LSCAPING-PHASE II, O.F. 1306.4

**LOW BID AMOUNT:** \$39,702

**RECOMMENDED CONTRACTOR:** Forde Nursery

**ARCHITECT’S ESTIMATE:** \$59,667

**BUDGETED FUNDS:** \$62,606.70

**FUNDING SOURCES:** 86.58% Community Transportation Enhancement Program (CTEP) funds, matched by 13.42% City funds

**BACKGROUND:**

This entryway improvement/beautification project was divided into two phases to allow for the most efficient use of funds. Phase I has been completed with the construction of a lighted, landscaped “Welcome to Great Falls” sign at the intersection of Old Havre Highway and 15<sup>th</sup> St. NE. Phase II includes planting 178 trees along a portion of 15<sup>th</sup> St. NE where it intersects with Old Havre Highway, and along the Old Havre Highway south to 25<sup>th</sup> Ave. NE.

A bid opening was held on January 25, 2006 for Phase II. A summary of bids is Attachment A to this Agenda Report. The low bid of \$39,702 is \$19,965 (33.5%) below the Architect’s estimate of \$59,667, and below the budgeted construction amount.

Attachment: Bid Tabulation Summary

cc: Jon Thompson, Natural Resources Manager; Dave Dobbs, City Engineer

**BID TABULATION****PROJECT**

STPE 5299(62)  
 NORTH ENTRY LSCAPING-Phase II  
 Control No. 5217  
 O.F. 1306.4

**OPENING INFORMATION**

Date: January 25, 2006  
 Time: 3:00 PM  
 Place: Rainbow Room  
 Civic Center, Great Falls MT

|   | <b>Bidder<br/>(Name/Address)</b>                                                   | <b>Envelope<br/>Info.</b> | <b>Federal<br/>Proposal</b> | <b>Addendum<br/>Acknowl.</b> | <b>Compliance<br/>w/Insurance</b> | <b>DBE<br/>Schedule</b>   | <b>Bid<br/>Bond</b> | <b>Bid<br/>Amount</b> | <b>Notes</b> |
|---|------------------------------------------------------------------------------------|---------------------------|-----------------------------|------------------------------|-----------------------------------|---------------------------|---------------------|-----------------------|--------------|
| 1 | TILLERAAS NURSERY<br>100 32ND ST SW<br>GREAT FALLS MT 59404                        | CORRECT                   | YES                         | YES                          | YES                               | YES<br>Bidder List<br>YES | 10%                 | \$53,485.00           |              |
| 2 | FORDE NURSERY<br>2025 2ND AVE NW<br>GREAT FALLS MT 59404                           | CORRECT                   | YES                         | YES                          | YES                               | YES<br>Bidder List<br>YES | 10%                 | \$39,702.00           |              |
| 3 | WADSWORTH BUILDERS<br>PO BOX 2073<br>4601 2ND AVENUE NORTH<br>GREAT FALLS MT 59403 | CORRECT                   | YES                         | YES                          | YES                               | YES<br>Bidder List<br>YES | 10%                 | \$49,937.00           |              |
| 4 | GREENUP LAWN & SPRINKLERS<br>2725 STAGECOACH AVE<br>GREAT FALLS MT 59404           | CORRECT                   | YES                         | YES                          | YES                               | YES<br>Bidder List<br>YES | 10%                 | \$80,360.00           |              |
| 5 | BOLAND WELL SYSTEMS, INC<br>4701 N. STAR BLVD<br>GREAT FALLS MT 59401              | CORRECT                   | YES                         | YES                          | YES                               | YES<br>Bidder List<br>YES | 10%                 | \$46,466.00           |              |
| 6 |                                                                                    |                           |                             |                              |                                   | Bidder List               |                     |                       |              |
| 7 |                                                                                    |                           |                             |                              |                                   | Bidder List               |                     |                       |              |
|   | Architect's Estimate                                                               |                           |                             |                              |                                   |                           |                     | \$59,667.00           |              |

AGENDA REPORT

DATE February 7, 2006

ITEM: ONE NEW 2006 SEWER-VACUUM, TRAILER MOUNTED

INITIATED BY: PUBLIC WORKS DEPARTMENT

ACTION REQUESTED: POSTPONE BID AWARD

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

**RECOMMENDATION:**

Staff recommends that the City Commission postpone the bid award for one new 2006 sewer-vacuum, trailer mounted to allow staff additional time to review the bids.

**MOTION:**

I move that the City Commission postpone the bid award for one new 2006 sewer-vacuum, trailer mounted to allow staff additional time to review the bids.

**SYNOPSIS:**

The specifications were advertised three times in the Great Falls Tribune and mailed to seven prospective bidders. The bids were opened on January 18, 2006 with four bidders responding.

Staff is requesting additional time to evaluate the bids for the sewer-vacuum, trailer mounted.

**BACKGROUND:**

This unit will be used for waste water main cleaning. Funds for its purchase were provided in the FY 2006-2007 Utilities Budget.



CITY OF GREAT FALLS, MONTANA

AGENDA # 18

AGENDA REPORT

DATE February 7, 2006

ITEM: ONE 2006 SEWER-JET CLEANER, TRUCK MOUNTED

INITIATED BY: PUBLIC WORKS DEPARTMENT

ACTION REQUESTED: POSTPONE BID AWARD

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

**RECOMMENDATION:**

Staff recommends that the City Commission postpone the bid award for one new 2006 sewer-jet cleaner, truck mounted to allow staff additional time to review the bids.

**MOTION:**

I move that the City Commission postpone the bid award for one new 2006 sewer-jet cleaner, truck mounted to allow staff additional time to review the bids.

**SYNOPSIS:**

The specifications were advertised three times in the Great Falls Tribune and mailed to seven prospective bidders. The bids were opened on January 18, 2006 with four bidders responding.

Staff is requesting additional time to evaluate the bids for the sewer-jet cleaner, truck mounted.

**BACKGROUND:**

This vehicle will be used for waste water main cleaning. Funds for its purchase were provided in the FY 2006-2007 Utilities Budget.



**SEWER-JET CLEANER & SEWER-VACUUM  
BID LIST**

1. Kois Brothers  
P.O. Box 1728  
Great Falls, MT 594031728
  
2. Western Plains Machinery  
1215 38<sup>th</sup> Street North  
Great Falls, MT 59401
  
3. Utility Specialties, Inc.  
1150 West Steel Street  
Butte, MT 59701
  
4. Sewer Equipment of America  
1148 Depot Street  
Glenview, IL 60025
  
5. I State Truck Center  
2121 Vaughn Road  
Great Falls, MT 59404
  
6. Super Products LLC  
17000 W. Cleveland Ave.  
New Berlin, WI 53151
  
7. Tri State Truck & Equipment  
5024 Tri-Hill Frontage Road  
Great Falls, MT 59404



**CITY OF GREAT FALLS, MONTANA**

**AGENDA #** 19

**AGENDA REPORT**

**DATE** February 7, 2006

**ITEM:** NEW 2006 FOUR WHEEL DRIVE FRONT-END LOADER

**INITIATED BY:** PUBLIC WORKS DEPARTMENT

**ACTION REQUESTED:** AWARD BID

**PRESENTED BY:** JIM REARDEN, PUBLIC WORKS DIRECTOR

**RECOMMENDATION:**

Staff recommends that the City Commission award the bid for one new 2006 four wheel drive front-end loader to Modern Machinery of Missoula, for \$126,890.00, including trade-in.

**MOTION:**

I move that the City Commission award the bid for one new 2006 four wheel drive front-end loader to Modern Machinery of Missoula, for \$126,890.00, including trade-in.

**SYNOPSIS:**

The specifications were advertised three times in the Great Falls Tribune and mailed to five prospective bidders with six bidders responding. The bids were opened on January 18, 2006. Modern Machinery was the low bid with a high trade-in offer. Local maintenance would be done by Modern Machinery service mechanics in Great Falls.

Staff recommends accepting the trade-in offer by Modern Machinery of \$31,000 for the City's 1988 John Deere 644E, Unit #855. The serial number on this unit is DW644EB 518725.

The budget allocation for the purchase of the 4WD front-end loader is \$172,290.

**BACKGROUND:**

This unit will be used in the Street Division for miscellaneous street maintenance. Funds for its purchase were provided in the FY 2006-2007 Central Garage Equipment Revolving Fund.



**FRONT-END LOADER 4WD  
BID LIST**

1. Modern Machinery  
P.O. Box 16660  
Missoula, MT 59808
  
2. Western Plains Machinery  
P.O. Box 2507  
Great Falls, MT 594032507
  
3. Tri State Truck & Equipment  
5024 Tri – Hill Frontage Road  
Great Falls, MT 59404
  
4. Tractor & Equipment  
P.O. Box 2147  
Great Falls, MT 594032147
  
5. RDO Equipment  
4900 Tri – Hill Frontage Road  
Great Falls, MT 59404

AGENDA REPORT

DATE February 7, 2006

ITEM Golf Ad-Hoc Committee Appointments

INITIATED BY City Commission

ACTION REQUESTED Appoint Ad-Hoc Committee Members

PREPARED BY Cheryl Patton, Assistant City Manager

\* \* \* \*

RECOMMENDATION: It is requested that the City Commission appoint members to the Golf Ad-Hoc Committee.

MOTION: I move the City Commission appoint the following to the Golf Ad-Hoc Committee:

Chairman: Commissioner Diane Jovick-Kuntz

Golfers: \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, and \_\_\_\_\_.

Resident Non-Golfers: \_\_\_\_\_ and \_\_\_\_\_.

SYNOPSIS: The City Commission has expressed interest in creating an Ad-Hoc Committee to advise the City Commission and City Manager on specific and timely issues associated with the future management and operation of the two municipal golf courses in Great Falls. Besides the appointments of a chairman and six members made by the City Commission, the City Manager will appoint two staff members to serve on the Committee.

BACKGROUND:

The Golf Ad-Hoc Committee is proposed to advise on specific issues having to do with the future course and direction of the two municipal golf courses owned by the City. The makeup of the Committee is recommended to include golfers, residents of the City who are not golfers, and City staff members. Commissioner Diane Jovick-Kuntz has volunteered to chair the Committee. The Committee is created for a limited time period to accomplish specific recommendations. It is not recommended that the Committee become a permanent advisory committee to the City Commission. The Golf Ad-Hoc Committee will not duplicate the advice or purpose of the Golf Advisory Committee.

Charge

The Golf Ad-Hoc Committee will be asked to prepare recommendations to the City Commission covering the following:

1. Develop a Mission Statement for the operation of the municipal golf courses
2. Advise the City Manager and staff on the development of a Request For Proposals (RFP) for Management and Operation of the two municipal courses
3. Assist in reviewing and evaluating any proposals received
4. Prepare a recommendation to the City Manager and the City Commission for their consideration concerning future management of the courses.

**Membership of the Golf Ad-Hoc Committee: 9 proposed**

Chair: Commissioner Jovick-Kuntz

Membership:

- Four persons who are familiar with the game of golf and golf course management and course condition
- Two residents of the City who have financial, management or legal expertise but are not golfers
- Two staff members appointed by the City Manager

**Names Submitted or Given for Consideration of Appointment:**

**Golfers:** Appoint 4:

Tom Babinecz (golf adv. bd.)

Mike Crocker

Oliver Greenwood

Brian Halverson (GFHS golf coach to represent youth)

Lawrence Herzog

Jim Janikula

Kris Jupka

Paul Kathrein

Steve King

Gary Paliduchek

Wayne Pittard

Dave Reeves CPA

Dr. Carl Swanson

Mike Walsh

Lee Hipsher

Rolland Leitheiser

Barry Newmack

Lance Olson

Dennis Petrak

Marilyn Rose

Paul Threlkeld

Mel Zuidema

**Non-Golfer Recommendations:** Appoint 2:

John Gilbert CPA

Aaron Rudio DA Davidson, public finance

**Two City Staff appointments will be made by the City Manager.**

AGENDA REPORT

DATE February 7, 2006

ITEM Appointments Regional Airport Authority

INITIATED BY City Commission

ACTION REQUESTED Appoint Two Members

PRESENTED BY City Commission

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**RECOMMENDATION:** It is recommended that the City Commission appoint members to the Regional Airport Authority.

**MOTION:** I move the City Commission appoint \_\_\_\_\_ and \_\_\_\_\_ to the Regional Airport Authority for three-year terms through December 31, 2008.

**SYNOPSIS:** The terms of Michael Carter and David Zoanni expired December 31, 2005. Mr. Zoanni is eligible to be reappointed but is not interested in reappointment. Mr. Carter has served two full terms since 1999, and is not eligible to be reappointed. Therefore, it is necessary to appoint two new members to the Board.

**BACKGROUND:** The Regional Airport Authority consists of seven members, four appointed by the City Commission and three appointed by the Cascade County Commission. The Authority serves as the governing and policy setting body for the operation and management of the Great Falls International Airport. Its duties include employing the Airport Director, who hires staff and oversees the day-to-day operations of the Great Falls International Airport.

Continuing members on this board are

- JoAnn Hogan (City)
- Ben Ives (City)
- Deborah Kottel (County)
- William Maronick (County) (term expired 12/05)
- Gregg Smith (County)

Citizens interested in serving on this board include:

- |                              |                    |
|------------------------------|--------------------|
| (Jay) John G. Belew          | Gary Lowry         |
| Dwane Blankenship            | David D. Madson    |
| Ryan K. Burke                | Jeff Mangan        |
| Ronald E. Chesebro           | Dave Marmon        |
| Richard A. Evans             | Mark Nicholls      |
| Bruce Faulhaber              | Arnie Owen         |
| William J. (Bill) Fitzgerald | Charlie Steinmetz  |
| Janis L. Gallison            | Raymond B. Wahlert |
| Thomas A. Grau               | Michael A. Walker  |
| Dennis W. Heppner            | Bill Wilson        |
| Rodney A. Jackson            |                    |
| John Koslosky                |                    |
| Carol Lindseth               |                    |

AGENDA REPORT

DATE February 7, 2006

ITEM Appointment, Great Falls Housing Authority Board

INITIATED BY City Commission

ACTION REQUESTED Appoint One Member

PRESENTED BY City Commission

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**RECOMMENDATION:** It is recommended that the City Commission appoint one member to the Great Falls Housing Authority Board to fill the remainder of a five-year term through May 31, 2010.

**MOTION:** I move the City Commission appoint \_\_\_\_\_ to the Great Falls Housing Authority Board to fill the remainder of a five-year term through May 31, 2010.

**SYNOPSIS:** Dawn Bentley McKenney was reappointed to the Housing Authority Board for a five-year term through May 31, 2005. Ms. McKenney has submitted her letter of resignation; therefore, it is necessary to appoint one member to fill the remainder of her term.

**BACKGROUND:** The Great Falls Housing Authority Board consists of seven commissioners appointed by the City Commission. Two commissioners must be residents of the Housing Authority properties. The Board is an independent authority responsible for setting policy for the operation and management of public housing properties, HUD, Section 8 program and other affordable housing programs. The board is also responsible for providing safe, decent, sanitary, and affordable housing for the community's low-income residents.

Continuing members of this board are:

- Anderson, Albert (Tenant)
- Gilbert, Cal
- Martinez-Delano, Kelly A.
- McLean, Grace (Tenant)
- Sullivan, Daniel K.
- Thompson, Curtis

Citizens interested in serving on this board are:

- Joseph P. Boyle
- Ronald J. Mammen