



# City Commission Agenda

for

## January 3, 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.**

**PRESENTATION OF COLORS**

Boy Scout Troop 26

**ROLL CALL**

**NEIGHBORHOOD COUNCIL SWEARING IN CEREMONY**

**PROCLAMATION**

Martin Luther King Day Celebration

**PUBLIC HEARINGS**

1. Land Exchange, Block 1, Lot 4, North Riverview Terrace Section 7. Authorizes a land exchange between the City and Robert Sletten to create a straight lot line. Action: Conduct public hearing and approve or deny exchange. (Requires a super majority vote)
  
- 1A. Amended Plat of Lot 1 and Lot 4, Block 1, North Riverview Terrace, Section 7 for Boundary Line Adjustment between Two Adjacent Properties with Robert Sletten. Action: Approve or deny Amended Plat.

**OLD BUSINESS**

**NEW BUSINESS**

**ORDINANCES/RESOLUTIONS**

2. Ord. 2926, Amending Title 15, Chapter 15.30, Section 15.30.051, Pertaining to the Medical Gas Requirements. Adopts the same code editions as those adopted by the State of Montana. Action: Accept Ord. 2926 on first reading and set public hearing for January 17, 2006.
  
3. Ord. 2927, Establishing City Zoning Upon Castle Pines Addition, Phase III. Assigns zoning classification of R-3, Single-family high density district, to Castle Pines Addition, Phase III. Action: Accept Ord. 2927 on first reading and set public hearing for February 7, 2006.

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

4. Minutes, December 20, 2005, Commission meeting.
5. Total Expenditures of \$1,720,731 for the period of December 14-21, 2005, to include claims over \$5000, in the amount of \$1,564,935.
6. Contracts list.
7. Set public hearing for January 17, 2006 on Res. 9545, Golf Fees.
8. Set public hearing for January 17, 2006, for Wadsworth Park leases with the Golden Triangle Sporting Dog Club, Great Falls Saddle Club, Electric City Archers, and Missouri River Shooters.
9. Approve the release of the North Park Property Management Agreement.
10. Approve labor agreement with the International Brotherhood of Electrical Workers, Local #233.

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

#### **BOARDS & COMMISSIONS**

11. Appointments, Electric City Power, Inc. Board of Directors. Appoint five members to the Board of Directors.
12. Miscellaneous reports and announcements.

#### **NEIGHBORHOOD COUNCILS**

13. Miscellaneous reports and announcements.

#### **CITY MANAGER**

14. Miscellaneous reports and announcements.

#### **CITY COMMISSION**

15. Appointment, Mayor Pro Tempore. Appoints a Mayor Pro Tempore to serve in the absence of the elected mayor.
16. Miscellaneous reports and announcements.

#### **PETITIONS AND COMMUNICATIONS**

17. Miscellaneous reports and announcements.

**ADJOURN TO RECEPTION FOR MAYOR STEBBINS AND RE-ELECTED COMMISSIONERS IN GIBSON ROOM.**

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

**AGENDA#**     1      
**DATE**   January 3, 2006  

**ITEM:**                    CONDUCT PUBLIC HEARING AND APPROVE A LAND EXCHANGE IN LOT 4, BLOCK 1, NORTH RIVERVIEW TERRACE—SECTION 7 WITH ROBERT SLETTEN

**INITIATED BY:**         THE ANIMAL FOUNDATION OF GREAT FALLS

**ACTION REQUESTED:**   CONDUCT PUBLIC HEARING AND APPROVE THE LAND EXCHANGE

**PREPARED BY:**         JORDAN LOVE, ADMINISTRATIVE OFFICER

**PRESENTED BY:**        JOHN LAWTON, CITY MANAGER

**RECOMMENDATION:**

Conduct public hearing and approve the land exchange between the City of Great Falls and Robert Sletten which is necessary to create a straight lot line of Block 1, Lot 4, NRT 7 to accommodate a new animal shelter.

**MOTION:**

I move the City Commission approve the land exchange with Robert Sletten and authorize the Mayor to sign the deed.

**SYNOPSIS:**

The Memorandum of Understanding between the City and the Animal Foundation of Great Falls states that the City should exchange 55 feet of property on the west side of Lot 4, of the Amended Plat of Block 1, North Riverview Terrace—Section 7 for approximately 55 feet of land of the east side which is presently owned by Robert Sletten. This land exchange will create straight boundaries of the lot which is necessary for the future development of new animal shelter and dog park. **Approval of this land exchange requires a super majority vote.**

**BACKGROUND:**

The City is assisting the Animal Foundation of Great Falls in identifying a location for its proposed animal shelter and animal control facility. If authorized, this deed will trade equivalent acreage between the parties to create a favorable lot for the proposed facility.

OCCGF 3.04.050(3) states that the Commission may trade or exchange property of like kind with equal or greater value without a request for proposal process and following a public hearing. Staff has determined that the property exchange with Mr. Sletten is of approximate equal size and value and is in the best interest of the City to even up the lot lines and therefore recommends approval of the land exchange.

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

**AGENDA#** 1A  
**DATE** January 3, 2006

**ITEM:** AMENDED PLAT FOR BOUNDARY LINE  
ADJUSTMENT BETWEEN TWO ADJACENT  
PROPERTIES

**INITIATED BY:** THE ANIMAL FOUNDATION OF GREAT FALLS

**ACTION REQUESTED:** APPROVE AMENDED PLAT

**PREPARED BY:** JORDAN LOVE, ADMINISTRATIVE OFFICER

**PRESENTED BY:** JOHN LAWTON, CITY MANAGER

**RECOMMENDATION:**

Staff recommends the City Commission approve the following motion:

**MOTION:**

I move the City Commission approve the amended plat of Lot 1 and Lot 4, of Block 1, North Riverview Terrace—Section 7.

**SYNOPSIS:**

This amended plat is pursuant to the Memorandum of Understanding accepted by the City Commission on July 19, 2005 between the City of Great Falls, Robert Sletten, and the Animal Foundation of Great Falls. The agreement provides that the City will deed approximately 55 feet of the west side of the aforementioned Lot 4 to Robert Sletten and Robert Sletten will deed approximately 55 feet of land lying directly to the east of Lot 4 to the City or the Animal Foundation of Great Falls. The amended plat adjusts the particular boundaries accordingly.

**BACKGROUND:**

The City is assisting the Animal Foundation of Great Falls in identifying a location for its proposed animal shelter and animal control facility. This amended plat adjusts a City lot and a lot owned by Robert Sletten equivalently to create a favorable space for the proposed facility.



CITY OF GREAT FALLS, MONTANA

AGENDA # 2

**A G E N D A   R E P O R T**

**DATE** January 3, 2006

**ITEM** Ord. 2926, Amending Title 15, Chapter 15.30, Section 15.30.051, Pertaining to the Medical Gas Requirements

**INITIATED BY** Community Development Department

**ACTION REQUESTED** Accept Ord. 2926 on First Reading & Set Public Hearing for January 17, 2006

**PREPARED BY** Jeff Jenkins, Building Official

**REVIEWED & APPROVED BY** Mike Rattray, C.D. Director

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**RECOMMENDATION:**

Staff recommends the City Commission accept Ordinance 2926 on first reading and set the public hearing for January 17, 2006.

**MOTION:**

I move to accept Ordinance 2926 on first reading and set the public hearing for 7:00 p.m., January 17, 2006.

**SYNOPSIS:**

The change is editorial in nature by deleting the edition year of the code.

**BACKGROUND:**

State law mandates that certified jurisdictions adopt the same code editions as those adopted by the State. We comply with this requirement through administrative action. We have adopted the 2003 Uniform Plumbing Code which references the **current** edition of the NFPA 99C Gas and Vacuum Systems. The code development cycle is three years. Substituting the word "current" in place of the edition year in the municipal ordinance will eliminate taking the commission's time to change a date every three years.

ORDINANCE NO. 2926

AN ORDINANCE AMENDING TITLE 15,  
CHAPTER 15.30.051 OF THE OFFICIAL CODES  
OF THE CITY OF GREAT FALLS, MONTANA,  
PERTAINING TO MEDICAL GAS  
REQUIREMENTS CODE

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

WHEREAS, the City of Great Falls is a certified code enforcement jurisdiction registered  
with the State of Montana; and

WHEREAS, the codes adopted by the City of Great Falls are applicable to all structures  
within the incorporated city limits; and

WHEREAS, the City of Great Falls is mandated to adopt the same code editions with the  
same amendments as those adopted by the State.

Section 1. That Title 15, OCCGF, Chapter 15.30, Section 15.30.051, pertaining to the  
Medical Gas Requirements Code, be amended as depicted in Exhibit A in its entirety, which  
removes any language indicated by a strike-out code, and adds any language which is in bold type.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS,  
MONTANA, this 17th day of January, 2006.{PRIVATE }

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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

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

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Ordinance No. 2926 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 17th day of January, 2006, and approved by the Mayor of said City on the 17<sup>th</sup> day of January, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 17th day of January, 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 17th day of January, 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. 2926 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)



## AGENDA REPORT

DATE January 3, 2006ITEM Ordinance No. 2927 to Establish City Zoning Upon Castle Pines Addition, Phase IIIINITIATED BY Harold Poulsen, Property Owner and DeveloperACTION REQUESTED Commission Accept Ordinance No. 2927 on First Reading and Set HearingPREPARED BY Bill Walters, Senior PlannerAPPROVED & PRESENTED BY Benjamin Rangel, Planning Director**RECOMMENDATION:**

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

**MOTION:**

"I move the City Commission accept Ordinance No. 2927 on first reading and set a public hearing for February 7, 2006, to consider adoption of Ordinance No. 2927."

**SYNOPSIS:**

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. The proposed development 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.

**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 find attached:

- vicinity map
- reduced copy of 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.

It is anticipated the City Commission, following the public hearing on February 7, will consider an annexation resolution, annexation agreement and final plat for Castle Pines Addition, Phase III, simultaneously with Ordinance No. 2927.

Attach: Ord. No. 2927

Vicinity Map

Reduced Copy of Drawing Portion of Final Plat

cc: 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

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)

Regular City Commission Meeting

Mayor Gray presiding

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

**PLEDGE OF ALLEGIANCE**

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

**NEIGHBORHOOD COUNCIL MEMBERS WERE SWORN IN**

**PUBLIC HEARINGS**

**Amended plat of Fair Acreage Tracts, B1, South half of L1. Approved.**

**1. AMENDED PLAT OF FAIR ACREAGE TRACTS, BLOCK 1, SOUTH HALF OF LOT 1.**

At the December 6, 2005, Commission meeting, Planning Director Ben Rangel reported that the amended plat subdivides the south half of Lot 1, Block 1, Fair Acreage Tracts from two lots into three lots. The process outlined in the new Unified Land Development Code for a variance from the subdivision regulations for lot width required the City Commission to conduct a public hearing.

Neighborhood Housing Services of Great Falls (NHS) owns approximately a half-acre tract of land located at 825 6<sup>th</sup> Avenue Northwest. They proposed to construct three single-family dwellings for low-income, first-time homebuyers. The first dwelling was now under construction and being built by the CMR High School Advanced Building Trades class. The other two lots would front 6<sup>th</sup> Avenue NW.

The Unified Land Development Code classifies the area as "R-3" Single-family high density. The Code stipulates that lots in an "R-3" classification be a minimum area of 7500 square feet and 60 feet in width. However, since the applications for the subdivision and variance request were dated September 13, 2004, which was prior to implementation of the new Code on October 6, 2005, the Amended Plat and variance requests were being processed under the provisions of the previous code. The minimum lot area under the previous code for residential purposes was 7200 square feet and the minimum lot width was 60 feet. Therefore, only a variance to the minimum lot width needed to be considered in conjunction with the Amended Plat. The proposed lot widths on the Amended Plat were just over 53 feet for each lot.

On November 8, 2005, the Great Falls Planning Board unanimously passed a motion recommending the City Commission approve the Amended Plat

together with the lot width variance and the accompanying Findings of Fact, subject to the following conditions: any errors or omissions be corrected and preparation of a certificate of title by a title company to be filed with the Amended Plat.

At the public hearing held December 6, 2005, the City Commission voted to continue the public hearing in order to give Staff time to address issues that were brought forth by those addressing the Commission.

Planning Director Rangel reported that Staff researched the issues brought forth and recommended the following: Since two off-street parking spaces were required and after observing 6<sup>th</sup> Avenue NW at various times on various days, no parking problems were apparent in that only three to five parked vehicles were on the avenue. Additionally, it appeared the creation of the third lot, which would be allowed through the lot width variance, was reasonable, since it would be comparable in size and width to the majority of existing residential lots in the vicinity and would not be out of character with the neighborhood or contrary to the public interest. As such, Mr. Rangel recommended the Amended Plat and variance be approved.

Mayor Gray reopened the public hearing. Those addressing the Commission were:

**Clayton M. Braden**, 2708 4<sup>th</sup> Avenue NW, was curious why staff was applying the previous code to this situation. Additionally, he was concerned about the setback requirements and why one of the homes was under construction before variance request was considered by the City Commission. Planning Director Rangel replied that the former code was applied in this case because the variance application was filed when the former code was in effect. Community Development Director Rattray reported that the house under construction met the set back requirements without the action at this meeting. However, building permits for the other two homes would not be issued until the variance request was acted on by the City Commission.

**Sheila Rice**, Neighborhood Housing Services, apologized to the City Commission for not meeting with the neighbors prior to this variance request. She added that it did not occur to her that the neighbors would have concerns about it. She said that she met or tried to meet with the neighbors these past two weeks in order to resolve the issues brought forth at the December 6<sup>th</sup> Commission meeting. She said that apparently parking was a concern especially during the state fair. However, she replied, that each of the homes would have two off-street parking spaces so the construction of the homes would not detrimentally impact the neighborhood. She said that another neighbor was concerned about foot traffic. Ms. Rice offered to pay fifty percent for a fence along the property line which would alleviate this concern. The same neighbor was also

concerned about the driving habits of the students constructing the homes. Ms. Rice explained she passed that concern on to the instructors and while the intent was to have construction sites close to the high school so students could walk to them, the reality was that most students choose to drive. Ms. Rice stated that it was important to be able to build three homes on these lots because it would keep the homes more affordable. Finally, one of the neighbors expressed concern over the fact that low-income families would be moving into the neighborhood.

**Bob Mehlhoff**, Neighborhood Council 2, stated that the amended plat and variance should not be a problem and from the standpoint of the Neighborhood Council, would be an improvement to the area.

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

**Commissioner Hinz moved, seconded by Commissioners Beecher and Rosenbaum, that based on the additional information received since the December 6, 2005, Commission public hearing, the City Commission approve the Amended Plat of the South half of Lot 1, Block 1, Fair Acreage Tracts together with the requested lot width variance and the accompanying Findings of Fact.**

Motion carried 5-0.

**Res. 9536,  
Building,  
Plumbing,  
Electrical and  
Mechanical  
Permit Fees.  
Adopted.**

**2. RESOLUTION 9536, BUILDING, PLUMBING, ELECTRICAL AND MECHANICAL PERMIT FEES.**

Resolution 9536 sets fees for building, plumbing, electrical and mechanical permits. The proposed fee schedule represents a 4 percent increase and would become effective January 1, 2006. An increase in fees was necessary to cover the cost of service.

Mayor Gray declared the public hearing open. No one spoke in support of or opposition to Resolution 9536. Mayor Gray closed the public hearing.

**Commissioner Rosenbaum moved, seconded by Commissioners Beecher and Jovick-Kuntz, that the City Commission adopt Resolution 9536.**

Motion carried 5-0.

**Res. 9539, Vacate  
segments of 25<sup>th</sup>  
Street South and  
17<sup>th</sup> Avenue South  
(Forest Glen  
South Minor**

**3. RESOLUTION 9539, VACATE SEGMENTS OF 25<sup>TH</sup> STREET SOUTH AND 17<sup>TH</sup> AVENUE SOUTH.**

Resolution 9539 vacates 25<sup>th</sup> Street South and 17<sup>th</sup> Avenue South bordering the west and south boundaries of the Youth Detention Center. The accompanying Amended Plat of Lot 1, Block 1, Forest Glen South

**Subdivision and Sand Hills Park Addition). Adopted.**

Minor Subdivision and the Amended Plat of Lot 2, Block 1, Sand Hills Park Addition, reflect the disposition of the involved rights-of-way upon abandonment.

The roadway segments were dedicated and annexed as part of the Knight Addition in 1992. The involved segments were never improved to City standards. With the advent of the platting and development of Forest Glen South Minor Subdivision, it was determined the rights-of-way serve no practical and functional purpose. Upon vacation, the portion of 25<sup>th</sup> Street South shall become a part of Lot 2, Block 1, Sand Hills Park Addition, which is owned by the City, and subject portion of 17<sup>th</sup> Avenue South shall become a part of Lot 1, Block 1, Forest Glen South Minor Subdivision, which is owned by Forest Glen, L.L.C. Twenty foot easements will be retained through the vacated portion of 17<sup>th</sup> Avenue South to accommodate the existing south sewer interceptor and a proposed bike/pedestrian path.

Mayor Gray declared the public hearing open. No one spoke in support of or opposition to Resolution 9539. Mayor Gray closed the public hearing.

**Commissioner Jovick-Kuntz moved, seconded by Commissioners Hinz and Beecher, that the City Commission adopt Resolution 9539 and authorize the appropriate City officials to execute the two involved amended plats.**

Motion carried 5-0.

**Res. 9541, Designation of the Industrial District Rail Spur project as a tax increment infrastructure project. Adopted.**

**4. RESOLUTION 9541, DESIGNATION OF THE INDUSTRIAL DISTRICT RAIL SPUR PROJECT AS A TAX INCREMENT INFRASTRUCTURE PROJECT.**

Finance Director Coleen Balzarini reported that the Tax Increment Industrial Infrastructure project proposed was the acquisition of a newly constructed rail spur for the Central Montana Agricultural and Technology Park from International Malting Company (IMC). MCA 7-15-4288(4) allows the cost of acquiring a rail spur to be paid by tax increment financing.

IMC completed construction of a barley malting facility. IMC was also constructing a rail spur to service the facility. The IMC facility is located in an industrially zoned area with potential for future growth, and other industries that may locate in the area may require use of the rail spur. For these reasons, public ownership interest in the rail spur was considered necessary to current and future economic development potential in the area. Ordinance 2911, adopted May 17, 2005, established a Tax Increment Industrial/Agricultural District for the initial purpose of creating a financial package to enable the acquisition of a rail spur by the City from IMC, with reimbursement from future tax increments. Other components of the financing package included a HUD Grant (approximately \$297,600) and a



Montana Board of Investment Loan in the anticipated amount of \$583,310. The district may be expanded to accommodate future users and construction of future public infrastructure needs.

Mayor Gray declared the public hearing open. No one spoke in opposition to Resolution 9541. **Clayton M. Braden**, 2708 4<sup>th</sup> Avenue NW, spoke in support. There being no one further to address the City Commission, Mayor Gray closed the public hearing.

**Commissioner Hinz moved, seconded by Commissioner Jovick-Kuntz, that the City Commission adopt Resolution 9541 approving The Industrial District Rail Spur Project as a Tax Increment Industrial Infrastructure Project.**

Motion carried 5-0.

### **NEW BUSINESS**

**Audit FY 2004/05. 5. AUDIT REPORT FY 2004-2005.**  
**Approved.**

Junkermier, Clark, Campanella, Stevens, P.C., Certified Public Accountants, conducted the City's FY 2004-2005 annual audit. Based on the Independent Auditor's report, the general purpose financial statements present fairly, in all material respects, the financial position of the City as of June 30, 2005, and the results of its operations and the cash flows of its proprietary fund types ended in conformity with generally accepted accounting principles.

MCA 2-7-515, requires the City Commission to notify the Montana Department of Administration within 30 days of receipt of the audit report as to what action was planned on any deficiencies and recommendations noted by the independent auditor.

The auditors issued a separate Audit Management Letter. The letter commented on internal control recommendations related to the operations of the City that could adversely affect the City's ability to record, process, summarize, and report financial data and describes the auditor's FY 2004-2005 recommendations, status of prior year recommendations, and the City's response/disposition to each of the recommendations.

Loran Stensland, lead accountant from JCCS on the City's audit, reviewed the Comprehensive Annual Financial Report (CAFR) document.

**Commissioner Beecher moved, seconded by Commissioners Hinz and Jovick-Kuntz, that the City Commission accept the FY 2004-2005 Comprehensive Annual Financial Report and Independent Auditor's report as presented as well as approve the responses to the Audit Management Letter recommendations as presented, and authorize**

**staff to submit the responses to the State of Montana, Department of Administration and other government agencies as necessary.**

**Mike Witsoe**, 510 5<sup>th</sup> Street South, asked if copies of the CAFR were available to the public. Finance Director Coleen Balzarini stated they were.

Commissioner Beecher emphasized that the City has earned the Certificate Achievement for Excellence in Financial Reporting award consecutively since 1994 which was a tremendous accomplishment. He added that this year City staff prepared the financial statements which not only saved money, but also was a substantial undertaking in which they did an outstanding job.

Motion carried 5-0.

**Consent Agenda.  
Approved as  
printed.**

**CONSENT AGENDA**

6. Minutes, December 6, 2005, Commission meeting.
7. Total expenditures of \$973,742 for the period of November 30 through December 7, 2005, to include claims over \$5,000 in the amount of \$775,747.
8. Contracts list.
9. Set public hearing for January 17, 2006, on Resolution 9538, Conditional Use Permit for Charlie Russell Manor, located at 825 4<sup>th</sup> Avenue North (GF Townsite, Block 195, Lots 8 & 9).
10. Set public hearing for January 17, 2006, on Resolution 9540, Conditional Use Permit for Collins Mansion, located at 1003 2<sup>nd</sup> Avenue NW (West GF Addition, Block 281, Lots 12-14).
11. 2006-2007 Community Development Block Grant Policies and Funding Priorities.
12. Employment agreement with City Manager John Lawton.
13. Final payment to United Materials and the State Miscellaneous Tax Division in the amount of \$21,267.70 for the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Avenue South Water Replacement Project. (OF 1433).
14. Final payment to United Materials and the State Miscellaneous Tax Division in the amount of \$34,766.04 for the 3<sup>rd</sup> Street Northwest and Smelter Avenue Water Main Replacement Project. (OF 1428.1).
15. Final payment to United Materials and the State Miscellaneous Tax Division in the amount of \$24,417.47 for the Central Avenue Water Main Replacement Project. (OF 1434).
16. Final payment to United Materials and the State Miscellaneous Tax Division in the amount of \$7,299.75 for the Eagle Falls Parking Lot Phase 1 plus additives with Phase 2 Project. (OF 1355).
17. Change order and final payment in the amount of \$3,204.21 to Kuglin Construction and the State Miscellaneous Tax Division in the amount of \$32.36 for the 2005 CDBG Handicap Ramp Replacement Project (OF 1424.1).

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

Motion carried 5-0.

### NEIGHBORHOOD COUNCILS

**Neighborhood Council 4 meeting dates and Good Neighbor Award.**

**20A. Bob Stubbs**, Neighborhood Council 4, stated that the Council would be meeting the fourth Thursdays of the month. He invited the City Commission to attend the next meeting because the Neighborhood Council would be honoring the Pre-Release Center with the Good Neighbor Award. He also asked the City Commission to place the Neighborhood Councils Reports earlier on Commission agendas.

**Neighborhood Council 5 meeting dates.**

**20B. Sharon Odden**, Neighborhood Council 5, introduced herself to the Commission and stated that she was elected to represent her Council at Commission meetings. She added that their meetings were scheduled for the third Mondays of each month.

### CITY COMMISSION

**Presentation to Mayor Gray.**

**22.** Commissioner Beecher presented a plaque of appreciation to outgoing Mayor Gray. He stated that the plaque did not do justice to how the Commission felt about his hard work and tireless efforts to ensure everyone was heard.

Mayor Gray thanked the Commission and explained it had been a pleasure working with them for the past ten years. He added that he was proud they worked together as a team and together they made a difference.

### PETITIONS AND COMMUNICATIONS.

**Thanks to Mayor Gray.**

**23A. Clayton Braden**, 2708 4<sup>th</sup> Avenue NW, thanked Mayor Gray for all his work. He added that the work of the City Commission impacted all the people who live in Central Montana. He also thanked the Library staff for providing excellent service and information.

**Snowplowing and 11<sup>th</sup> Street NE project.**

**23B. Herb Soboczek**, 121 11<sup>th</sup> Street NE, thanked the street crews for the great job snow plowing. He also expressed concern about the road project on 11<sup>th</sup> Street NE. Public Works Director Jim Rearden stated that the concerns Mr. Soboczek shared with him earlier were being addressed and that he would update Mr. Soboczek.

**Noise Complaint**

**23C. Paul Zalick**, 601 2<sup>nd</sup> Avenue North, explained that a neighbor was issued a citation for noise because his television was too loud.

However, when the same neighbor called to complain about a barking dog, he was given the run-around. He hoped Mayor-elect Stebbins would give this issue the attention it deserved.

**Thanks to Mayor Gray.**

**23D. Mike Witsoe**, 510 5<sup>th</sup> Street South, thanked Mayor Gray for his work on the Commission.

**Tax Increment Project – Rail Spur.**

**23E. John Cassidy**, 2712 7<sup>th</sup> Avenue North, expressed concern about the rail spur project. He explained that the City did that once before and the proposed industrial area did not develop. He also asked restaurants to list ingredients which would assist those with allergies. Finally, he thanked Mayor Gray for his years of service.

**Thanks to Mayor Gray.**

**23F. Bob Mehlhoff**, Neighborhood Council 2, thanked Mayor Gray for his years of service.

**Thanks to Mayor Gray.**

**23G. Sheila Rice**, Neighborhood Housing Services, thanked Mayor Gray for years of support.

**Thanks to Mayor Gray and personal legal claim.**

**23H. John Hubbard**, 615 7<sup>th</sup> Avenue South, wished Mayor Gray well; provided an update with his legal claims against Weissman and Sons; and read a poem about the military.

**Adjourn**

**ADJOURNMENT**

There being no further business to come before the Commission, the regular meeting of December 20, 2005, adjourned at 8:28 p.m.

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Mayor Randall H. Gray

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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:**

---

|  |                            |
|--|----------------------------|
| CHECK RUN FOR DECEMBER 14, 2005                    | 1,110,032.49               |
| CHECK RUN FOR DECEMBER 21, 2005                    | 482,156.50                 |
| WIRE TRANSFERS FROM DEC 14, 2005 THRU DEC 21, 2005 | <u>128,541.79</u>          |
| <b>TOTAL: \$</b>                                   | <u><b>1,720,730.78</b></u> |

**GENERAL FUND**

---

**POLICE**

|                       |                        |          |
|-----------------------|------------------------|----------|
| TASER INTERNATIONAL   | TASERS & SUPPLIES      | 6,675.21 |
| ENERGY WEST RESOURCES | NOV 2005 CHARGES-SPLIT | 703.77   |

**FIRE**

|                       |                        |          |
|-----------------------|------------------------|----------|
| ENERGY WEST RESOURCES | NOV 2005 CHARGES-SPLIT | 2,467.60 |
|-----------------------|------------------------|----------|

**PARK & RECREATION**

|                       |                              |        |
|-----------------------|------------------------------|--------|
| ENERGY WEST RESOURCES | NOV 2005 CHARGES-SPLIT       | 650.87 |
| MONTANA WASTE SYSTEMS | LANDFILL FEES-NOV 2005-SPLIT | 50.52  |

**SPECIAL REVENUE FUND**

---

**CTEP PROJECT**

|                  |                      |           |
|------------------|----------------------|-----------|
| CLERK & RECORDER | NEIHART SCHOOL REHAB | 13,487.00 |
|------------------|----------------------|-----------|

**STREET DISTRICT**

|                      |                              |           |
|----------------------|------------------------------|-----------|
| GREAT FALLS REDI-MIX | ASPHALT                      | 5,517.22  |
| G & M PROPERTIES     | PMT-WEST RIDGE ADDN PHASE II | 24,922.00 |

**SPECIAL REVENUE FUND(CONT)**

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**LIBRARY**

ENERGY WEST RESOURCES NOV 2005 CHARGES-SPLIT 1,653.60

**FEDERAL BLOCK GRANTS**

AGENCY ON AGING CDBG ALLOCATION 5,925.88

**HOME GRANTS**

WADSWORTH BUILDERS CO INC HOME ALLOCATION-EAGLE PROP 25,004.00

**ECONOMIC REVOLVING**

CAPITOL DECISIONS INC DECEMBER RETAINER 8,800.00  
MONTANA FISH WILDLIFE & PARKS L&C INTERPRETIVE SIGNS & BASES 5,000.00  
ENERGY WEST RESOURCES NOV 2005 CHARGES-SPLIT 52.33

**DEBT SERVICE**

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**TAX INCREMENT BOND**

CASCADE COUNTY TREASURER TAX INCREMENT SURPLUS DIST 425,350.00  
GREAT FALLS PUBLIC SCHOOLS TAX INCREMENT SURPLUS DIST 339,390.00

**CAPITAL PROJECTS**

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**CITY LIGHTING CONSTRUCTION**

A T KLEMENS PMT#1-EAGLE CROSSING ST LIGHTING 17,114.28

**ENTERPRISE FUNDS**

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**WATER**

DPC INDUSTRIES INC CHLORINE-AMMONIA ANHYDROUS 8,529.50  
NORTHWEST PIPE FITTINGS INC TAPPING MACHINE 8,293.99  
PHILLIPS CONSTRUCTION PMT#2-SOUTHWEST SIDE WMR 125,212.53  
NEIL CONSULTANTS INC PMT#12-WTP RESIDUALS HANDLING 30,683.00  
NEIL CONSULTANTS INC PMT#2-WTP SLUDGE BASIN REHAB 7,868.15  
THOMAS DEAN & HOSKINS PMT#4-WATER MASTER PLAN 35,896.84  
ENERGY WEST RESOURCES NOV 2005 CHARGES-SPLIT 2,500.90

**SEWER**

VEOLIA WATER NORTH AMERICA WWTP OPER & MAINT-DEC 2005 181,300.00

**SANITATION**

ENERGY WEST RESOURCES NOV 2005 CHARGES-SPLIT 225.64  
MONTANA WASTE SYSTEMS LANDFILL FEES-NOV 2005-SPLIT 59,172.67

**ENTERPRISE FUNDS(CONT)**

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**SAFETY SERVICES**

|                       |                        |        |
|-----------------------|------------------------|--------|
| ENERGY WEST RESOURCES | NOV 2005 CHARGES-SPLIT | 175.94 |
|-----------------------|------------------------|--------|

**PARKING**

|                     |                               |           |
|---------------------|-------------------------------|-----------|
| ENTERPRISE ELECTRIC | INSTALL CCTV SYSTEM-SO GARAGE | 11,653.00 |
|---------------------|-------------------------------|-----------|

**GOLF COURSES**

|                          |                        |           |
|--------------------------|------------------------|-----------|
| NATIONAL GOLF FOUNDATION | CONSULTING SERVICES    | 13,637.50 |
| ENERGY WEST RESOURCES    | NOV 2005 CHARGES-SPLIT | 328.80    |

**SWIM POOLS**

|                       |                        |          |
|-----------------------|------------------------|----------|
| ENERGY WEST RESOURCES | NOV 2005 CHARGES-SPLIT | 3,277.21 |
|-----------------------|------------------------|----------|

**RECREATION**

|                       |                        |        |
|-----------------------|------------------------|--------|
| ENERGY WEST RESOURCES | NOV 2005 CHARGES-SPLIT | 497.46 |
|-----------------------|------------------------|--------|

**INTERNAL SERVICES FUND**

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**HEALTH INSURANCE**

|                        |                                      |           |
|------------------------|--------------------------------------|-----------|
| BLUE CROSS/BLUE SHIELD | ADMIN & REINS FEES-DEC 2005          | 36,220.80 |
| BLUE CROSS/BLUE SHIELD | GROUP & HMO CLAIMS-12/7/05-12/13/05  | 88,617.42 |
| BLUE CROSS/BLUE SHIELD | GROUP & HMO CLAIMS-12/14/05-12/20/05 | 39,924.37 |

**CENTRAL INSURANCE**

|                            |                                    |          |
|----------------------------|------------------------------------|----------|
| MONTANA MUNICIPAL INS AUTH | GEN LIABILITY DEDUCTIBLES-NOV 2005 | 5,684.63 |
|----------------------------|------------------------------------|----------|

**FISCAL SERVICES**

|      |                           |          |
|------|---------------------------|----------|
| JCCS | PMT-AUDIT CAFR STATEMENTS | 5,000.00 |
|------|---------------------------|----------|

**CENTRAL GARAGE**

|                     |               |           |
|---------------------|---------------|-----------|
| MOUNTAIN VIEW CO-OP | UNLEADED FUEL | 13,079.50 |
|---------------------|---------------|-----------|

**PUBLIC WORKS**

|                       |                        |          |
|-----------------------|------------------------|----------|
| ENERGY WEST RESOURCES | NOV 2005 CHARGES-SPLIT | 2,288.48 |
|-----------------------|------------------------|----------|

**PARK & RECREATION ADMINISTRATION**

|                       |                        |        |
|-----------------------|------------------------|--------|
| ENERGY WEST RESOURCES | NOV 2005 CHARGES-SPLIT | 781.52 |
|-----------------------|------------------------|--------|

**FACILITY SERVICES**

|                       |                        |          |
|-----------------------|------------------------|----------|
| ENERGY WEST RESOURCES | NOV 2005 CHARGES-SPLIT | 1,320.53 |
|-----------------------|------------------------|----------|

**CLAIMS OVER \$5000 TOTAL:** \$ 1,564,934.66

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

**AGENDA: 6  
DATE: January 3, 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:** Carolyn Horst, Deputy 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> | Fire/Rescue Department | Secretary of the Air Force                    | 9/1/05              | n/a         | Reimbursement for costs of firefighting on Federal property.  | Agreement for mutual aid in fire protection and hazardous materials incident response.                          |
| <b>B</b> | Public Works           | Montana Department of Transportation          | March-December 2006 | n/a         | The total cost for adjusting City facilities exceeds \$25,000 | OF 1428 – Mill and Overlay 3 <sup>rd</sup> Street Northwest.  |
| <b>C</b> | Public Works           | B & B Commercial Cleaning                     | 1/1/06 – 12/31/06   | Multiple    | \$71.50 per day   | Janitorial Services Agreement with Public Works Complex.  |
| <b>D</b> | Public Works           | Cit Lending Services Corporation              | 5/22/00             |             |   | Assigning contract to another party. Waiver and consent (Tower Space), PSC repeater site agreement – Ella Tank. |
| <b>E</b> | Public Works           | Cit Lending Services Corporation              | 5/31/05             |             |   | Assigning contract to another party. Waiver and Consent (Tower Space) PSC Repeater Site Agreement – Gore Hill.  |



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

DATE January 3, 2005

ITEM Resolution 9545 Golf Fees

INITIATED BY Park & Recreation Department & Golf Advisory Board

ACTION REQUESTED Set Public Hearing on Resolution 9545

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

- - - - -

**RECOMMENDATION:**

Staff recommends the City Commission set a public hearing on Resolution 9545 Golf Fees for 7:00 p.m. on January 17, 2006.

**MOTION:**

“I move the City Commission set a public hearing on Resolution 9545 Golf Fees for 7:00 p.m. on January 17, 2006.”

**SYNOPSIS:**

The City Commission is asked to conduct a public hearing on Resolution 9545 to hear comments regarding the attached proposed fees. 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 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 the following changes:

- 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

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.

**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 the information needed to make these decisions.

**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  | anytime | weekday          | weekday    | weekend | weekend  | anytime |            |
| 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.

AGENDA REPORT

DATE January 3, 2006

ITEM Wadsworth Park Leases

INITIATED BY Golden Triangle Sporting Dog Club; Great Falls Saddle Club; Electric City Archers; Missouri River Shooters

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 January 17, 2006, 7:00 p.m., Commission Chambers, for Wadsworth Park leases with the Golden Triangle Sporting Dog Club, Great Falls Saddle Club, Electric City Archers, and Missouri River Shooters.

**MOTION:**

“I move the City Commission set a public hearing for leases of Wadsworth Park with the Golden Triangle Sporting Dog Club, Great Falls Saddle Club, Electric City Archers, and Missouri River Shooters for January 17, 2006, 7:00 p.m., in the Commission Chambers.”

**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 Golden Triangle Sporting Dog Club, Great Falls Saddle Club, Electric City Archers, and Missouri River Shooters have requested the City continue their leases of Wadsworth Park. The two year leases include an increase in fee 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. All leases are modified with a renewable clause up to a maximum of two additional years.

**BACKGROUND:**

In 1998 the City Commission approved Resolution 9873, Wadsworth Park Master Plan. It was recommended at that time that “all existing leases continue in Wadsworth Park, renewable on a year to year basis, until the City is 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 have expired September 30, 2005.

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

The Park & Recreation Board, at its September 21, 2005 Board Meeting, recommended that the leases be renewed for two years with a year to year renewable clause for an additional two years.

**CITY OF GREAT FALLS, MONTANA**

**AGENDA #** 9

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

**DATE** January 3, 2005

**ITEM** Release of North Park Property Management Agreement.

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

**ACTION REQUESTED** Approve Execution of Relief Agreement.

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

**RECOMMENDATION:**

Staff recommends approval of the release of North Park Management Agreement.

**MOTION:**

I move the City Commission approve the Release of the North Park Property Management Agreement and authorized execution of the same.

**SYNOPSIS:**

Approval and execution of the proposed release agreement and subsequent recording will clear title to property in the North Industrial Park and thereby facilitate further development.

**BACKGROUND:**

In 1976, the City of Great Falls entered into a property management agreement with the Economic Development Administration, United States Department of Commerce. The North Park Industrial area was laid out and developed but eventually went broke with the holders of the industrial development revenue bonds foreclosing on the project. Currently, there are a number of new business ventures interested in North Park and the proposed release would facilitate clearing title to the property for such ventures.

AGENDA REPORT

DATE January 3, 2006

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

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

MOTION:

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

SYNOPSIS:

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

BACKGROUND:

The terms of the proposed agreement are for 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 as follows:

- 1. Article 2, TERM OF THE AGREEMENT

The dates were changed to reflect the duration of the agreement, 1/1/06 – 12/31/07.

- 2. Article 16, SICK LEAVE, Section 16.2

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 an increase averaging 3.25% effective 1/1/06; and a 4% increase 1/1/07.

4. Schedule B, Item 3 Special Conditions – Inspectors, Subsection C

The language was changed to allow the City greater flexibility in recruiting for an Electrical Inspector.

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

The contribution rates were changed to reflect current City and employee contribution amounts in effect 1/1/06. 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

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION #233

January 1, 2006 – December 31, 2007

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# AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the \_\_\_ day of January, 2006, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and LOCAL UNION #233, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "UNION", the parties have mutually agreed as follows:

## ARTICLE 1

### RECOGNITION AND PURPOSE

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

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

## ARTICLE 2

### TERM OF THE AGREEMENT

- 2.1 This Agreement shall take effect January 1, 2006 and shall remain in effect until December 31, 2007, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated as provided herein.
- 2.2 Either party desiring to change or terminate this Agreement must notify the other in writing at least 60 days prior to the anniversary date.
- 2.3 Whenever such notice is given for changes, the articles to be changed, added, or deleted must be specified in the notice.
- 2.4 The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.
- 2.5 The parties shall attempt to reach an agreement with respect to the proposed change or changes; and at least thirty (30) days prior to the expiration date of the Agreement, meetings to consider such changes shall be held by the parties. In the event that an agreement has not been reached by the anniversary date to renew, modify, or extend this Agreement or to submit the unresolved issues to final and binding arbitration, either party may serve the other a ten (10) day written notice terminating this agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.
- 2.6 By mutual agreement only, the parties may jointly submit the unresolved issues to final and

binding arbitration for adjudication. The decision shall be final and binding on all parties hereto

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

### ARTICLE 3

#### SUCCESSORS:

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

### ARTICLE 4

#### DEFINITIONS

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

### ARTICLE 5

## UNION SECURITY

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

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

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

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

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

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

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

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

## ARTICLE 6

### STRIKES AND LOCKOUTS

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

## ARTICLE 7

### MANAGEMENT RIGHTS:

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



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

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

## ARTICLE 8

### EMPLOYEE RIGHTS/GRIEVANCE

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

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

STEP 2           A.     If the employee is not satisfied with the Division Supervisor's decision, he may reduce the grievance to writing and submit to the UNION for evaluation. The written grievance shall contain the following information:

- 1.     The nature of the grievance and the facts on which it is based.
- 2.     The provisions of the agreement allegedly violated, if applicable.
- 3.     The remedy requested.

B.     No grievance shall be considered or processed unless it is submitted within fifteen (15) days of the first knowledge.

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

the Department Director.

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

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

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

shall be shared equally.

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

## ARTICLE 9

### WAGES AND PAY PERIODS:

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

## ARTICLE 10

### HOURS OF WORK AND OVERTIME:

- 10.1 Subject to the special work schedules set forth herein the normal work week shall consist of five (5) days, of eight (8) continuous hours each, except for a normal lunch period. Any schedule other than Monday through Friday will be worked out with the employees and the UNION will be notified.
- 10.2 One and one-half times (1 1/2) the regular straight time rate of pay will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) in any one week. In no case shall overtime pay be paid twice for the same hours worked.

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

## ARTICLE 11

### CALL BACK:

11.1 An employee called in for work at a time other than his (her) normal scheduled shift (off duty) will be compensated for a minimum of two (2) hours overtime from 6:00 a.m. to 8:00 a.m., and from the end of the normal shift up to 10:00 p.m. on a normal work day.

At all other times, including holidays, the employee will be compensated for four (4) hours minimum paid at one and one half (1 1/2) times the employee's regular pay rate. An extension or earlier report to a regularly scheduled shift on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

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

11.3 Bargaining unit members who are required to make calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one-half (1/2) hour at one and one-half times their regular rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (1/2) hour, the employee will be paid for the actual time worked at one and one-half times their regular rate of pay.

## ARTICLE 12

### SENIORITY

Seniority means the rights secured by permanent full-time employees by length of continuous service with the City. Seniority rights shall apply to layoff, scheduling of vacations and transfers of

employees, that is, the last employee hired shall be the first laid off. Seniority shall not be effective until a six (6) month probationary period has been completed, after which seniority shall date back to the date of last hiring. Seniority shall be determined by craft and division. Recall rights are not earned until after six (6) months continuous service.

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

### ARTICLE 13

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

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

### ARTICLE 14

#### HOLIDAYS:

- 14.1 Full-time employees shall be granted the following holidays each calendar year:
  - a. New Year's Day, January 1
  - b. Martin Luther King Day, third Monday in January
  - c. Lincoln's and Washington's Birthday, third Monday in February
  - d. Memorial Day, Last Monday in May
  - e. Independence Day, July 4
  - f. Labor Day, first Monday in September
  - g. Veterans Day, November 11
  - h. Thanksgiving, fourth Thursday and Friday in November
  - i. Christmas, December 25

- j. Every day in which a general election is held throughout the State (General Election Day)
- 14.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in 2-18-603, MCA, shall be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of pay at the regular rate of pay.
- 14.3 If the employee is required to work on the designated holiday and is not given a day off in lieu of the holiday, he/she will be paid at one and one-half (1 1/2) times the regular hourly rate plus holiday pay.
- 14.4 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.
- 14.5 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 15

### VACATION:

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

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

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

All vacations will be bulletined between November 1 through December 31. Any protest

over vacation dates must be submitted, in writing, to the division head before January 1 or no adjustments will be made.

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

## ARTICLE 16

### SICK LEAVE:

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

sick leave.

- 16.6 "Leave of Absence" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his regular job.
- 16.7 Death Benefits. All personnel shall receive Public Employment Retirement System death benefits, which presently are as follows for the beneficiaries of members who die before retirement.
1. Lump sum. All contributions to PERS plus interest and one (1) month's salary for each year of service up to six (6) years.
- 16.8 SICK LEAVE DONATIONS. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, and needs more time away from work, he/she may utilize his/her accrued annual leave. If an employee is ill and has exhausted all his/her sick leave and vacation leave credits, and needs more time away from work, members of the IBEW UNION may donate five (5) days of sick leave to an employee on an individual basis. Requests for donations must be approved by management. Maximum employee can receive or donate is fifteen (15) days in a calendar year.

## ARTICLE 17

### FAMILY AND MEDICAL LEAVE:

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



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

#### 17.4 INTERMITTENT LEAVE AND REDUCED HOURS

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

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

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

#### 17.6 BENEFITS WHILE ON FMLA LEAVE

- a. HEALTH INSURANCE: The City is required to maintain group health insurance coverage for the employee on FMLA leave on the same terms as if the employee had continued to work. If employees are required to contribute a portion towards the health premium, he/she will be required to pay their share while on FMLA, if in a leave without pay status.
- b. ACCRUALS: If the employee is in a leave without pay status, he/she will not accrue sick leave, vacation leave, compensatory time, or holidays.

## ARTICLE 18

### TEMPORARY ASSIGNMENTS:

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

## ARTICLE 19

### REST BREAK:

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

## ARTICLE 20

### SEVERANCE PAY:

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

## ARTICLE 21

### JURY DUTY:

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

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

## ARTICLE 22

### LEAVE OF ABSENCE:

Employees are eligible to apply for a leave of absence without pay for a period not to exceed six (6) months, unless an extension is mutually agreed to. The granting and extent of a leave of

absence without pay is at the discretion of the CITY. During such leave, the employee shall not accrue any benefits, including but not limited to, sick leave and vacation leave. Existing seniority rights will be frozen during the term of the leave. Employees must self-pay health insurance premiums while on an approved leave of absence. No leave of absence will be granted for an employee to accept outside employment.

#### ARTICLE 23

##### HOT MEAL:

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

For health purposes, all employees shall be provided clean up facilities prior to meals. Morning meal limited to \$4.50 and evening meal to \$7.00.

#### ARTICLE 24

##### LONGEVITY:

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

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

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

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

#### ARTICLE 25

##### AFFIRMATIVE ACTION POLICY:

The UNION and the CITY agree to cooperate in an Affirmative Action Program to ensure that no

individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of age, race, religion, sex, national origin, marital status, or public assistance status.

ARTICLE 26

SUPPLEMENTAL AGREEMENT:

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

ARTICLE 27

SAVINGS CLAUSE:

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

SCHEDULE A

CITY OF GREAT FALLS

AND

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

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

| <u>TITLE</u>       | <u>EFFECTIVE</u>                                     |   |
|--------------------|--|---|
|                    | <u>JANUARY 1, 2006</u><br>(averaged 3.25% = 68¢/hr.) | <u>JANUARY 1, 2007</u><br>(4% increase) |
| Master Electrician | \$21.10  | \$22.02                                 |
| Electrician        | \$19.78  | \$20.64                                 |

|                                |         |         |
|--------------------------------|---------|---------|
| Traffic Signal Technician      | \$19.78 | \$20.64 |
| Code Inspector                 | \$21.10 | \$22.02 |
| Water Plant Operations Foreman | \$18.15 | \$19.06 |

SCHEDULE B

CITY OF GREAT FALLS

AND

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

SPECIAL CONDITIONS

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

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

- (3) A bachelor's degree in engineering with a minimum of three years' work experience in the appropriate discipline at the time of employment;
  - (4) A minimum of five years' work experience in the appropriate discipline at the time of employment.
- (C) In the event a vacancy occurs, the City will attempt to hire an individual with the qualifications set forth in Item 3(B)(1) above. Upon approval to recruit for the position, the City will notify the Union and request a list of qualified personnel. Said list of qualified personnel must complete a City application packet and will be considered along with applicants obtained through the City's normal recruitment practices.
- (D) Any inspector assigned to the Building Inspection Division, who is qualified, whether covered by this Agreement or not, may be required to perform the normal duties of any other inspector assigned to said division when:
- (1) Said inspector is absent due to illness, vacation or other authorized absence;
  - (2) An emergency situation exists (i.e., flood, fire, earthquake or other act of God);
  - (3) Necessary for efficiency of operation.
4. Union Pension and Insurance Plans: The City agrees to pay directly to any pension plan designated by the Union, an amount specified by said Union for all hours compensated for by the City. The City further agrees to contribute amounts outlined below into the various pension and insurance plans. Any additional contributions specified by the Union for the duration of this Agreement will be deducted from employee's base pay.
- (A) I.B.E.W.:
- (1) It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall

constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee.

The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

An individual employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

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

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

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 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 (ninety) percent 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.
- (4) In those divisions where shifts are established, there shall be paid in addition to the regular hourly wage, a shift differential of twenty-five (25¢) per hour for the evening shift and thirty-five cents (35¢) per hour for the midnight to morning shift. For shift differential pay calculation, the 25¢ per hour rate will be from 4:00 p.m. to midnight and the 35¢ per hour rate from midnight to 8:00 a.m. Employees assigned to special work schedules will be paid the shift differential for that shift whether they actually work the shift or not.
- (5) A lead worker, designated by the City, shall be paid sixty cents (60¢) per hour over the regular rate.



AGREED to and dated this \_\_\_\_ day of \_\_\_\_\_ 2006.

FOR THE CITY OF GREAT FALLS FOR LOCAL UNION #233, I.B.E.W.

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

\_\_\_\_\_  
Duane Mellinger, Business Manager

ATTEST:

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

\_\_\_\_\_  
APPROVED AT TO FORM:  
City Attorney

(SEAL OF CITY)

AGENDA REPORT

DATE January 3, 2006

ITEM Appointments, Electric City Power, Inc. Board of Directors

INITIATED BY City Commission

ACTION REQUESTED Appoint Members

PRESENTED BY City Commission

**RECOMMENDATION:** It is recommended that the City Commission appoint members to the Electric City Power, Inc., Board of Directors.

**MOTION:** I move the Commission make the following appointments to the Electric City Power, Inc., Board of Directors:

\_\_\_\_\_ for a two-year term through December 31, 2007

\_\_\_\_\_ for a four-year term through December 31, 2009

\_\_\_\_\_ for a four-year term through December 31, 2009

\_\_\_\_\_ for a six-year term through December 31, 2011

\_\_\_\_\_ for a six-year term through December 31, 2011

**SYNOPSIS:** The Board of Directors of Electric City Power, Inc. will consist of five directors. As per Section 4.02 of the Electric City Power, Inc. Bylaws adopted by Resolution 9530 on November 15, 2005, initial appointments for Directors will be staggered terms of two, four, and six years. Thereafter, appointments will be six-year terms.

**BACKGROUND:** On November 1, 2005, the City Commission adopted Ordinance 2925 which restructured Electric City Power as a non-profit organization. Resolution 9529 adopted the Articles of Incorporation and Resolution 9530 adopted the Bylaws on November 15, 2005. Bylaws state that the Board of Directors shall consist of five directors to be appointed by the City Commission. The term of office will be six years, with initial appointments to be staggered terms.

Citizens applying to serve on this Board include:

- George M. Golie
- Randy Gray
- John A. Koslosky
- Robert M. Pancich
- William M. Ryan
- Ken Thornton
- Dawn R. Willey

AGENDA REPORT

DATE January 3, 2006

ITEM Appointment, Mayor Pro Tempore

INITIATED BY City Commission

ACTION REQUESTED Appoint Mayor Pro Tempore

PRESENTED BY Peggy J. Bourne, City Clerk

- - - - -

**RECOMMENDATION:** According to the City Charter, the City Commission must appoint a Commissioner to serve as Mayor Pro Tempore.

**MOTION:** I move the Commission appoint \_\_\_\_\_ to serve as Mayor Pro Tempore for a two year term effective immediately.

**SYNOPSIS:** The City Charter states that (t)he Mayor Pro Tempore shall serve in the absence of the elected Mayor. The City Commissioners shall elect from among themselves a Mayor Pro Tempore no later than one month after taking office. The Mayor Pro Tempore shall serve a term of two years or until the City Commission has held an election. Any vacancy in this office shall be filled by a special election among the remaining City Commissioners. Any person elected to fill such a vacancy shall serve the remaining portion of the term which the vacancy occurred.