



City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
July 06, 2021
7:00 PM

The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

Public participation is welcome in the following ways:

- Attend in person. Please refrain from attending in person if you are not feeling well.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, July 6, 2021, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
- Call-in. The public may call in during specific public comment periods at 406-761-4786. All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. This is a pilot service to test the feasibility of expanded public participation by phone. We ask for your patience in the event there are technical difficulties.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

MILITARY UPDATES

1. Miscellaneous reports and announcements from Malmstrom Air Force Base.

PETITIONS AND COMMUNICATIONS

2. Miscellaneous reports and announcements.
(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and either your address or whether you are a city resident for the record.)

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

- [4.](#) Appointment of a Member to the Ethics Committee.
- [5.](#) Reappointment to the Business Improvement District Board of Trustees.
- [6.](#) Reappointments to the Tourism Business Improvement District Board.
- [7.](#) Reappointment to the Police Commission.
8. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

9. Miscellaneous reports and announcements from City Manager.

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.

- [10.](#) Minutes, June 15, 2021, City Commission Meeting.
- [11.](#) Total Expenditures of \$4,720,056 for the period of June 2, 2021 through June 23, 2021, to include claims over \$25,000, in the amount of \$3,881,575.
- [12.](#) Contracts List.
- [13.](#) Grants List.
- [14.](#) Approve the 2020/2021 Community Development Block Grant Agreement between the City of Great Falls and Great Falls Fire Rescue in the amount of \$355,042 for the purchase of a new fully equipped ambulance for Fire Station #1.
- [15.](#) Approve the purchase of one 2020 E-450 Life Line Ambulance from Hughes Fire Equipment of Spokane, Washington, through H-GAC (Houston-Galveston Area Council) for \$288,668.
- [16.](#) Approve the 2020/2021 Community Development Block Grant Agreement in the amount of \$85,000 for the City of Great Falls Public Works Department installation of new ADA compliant ramps and sidewalks at 1101 7th Ave S., Great Falls, MT (Longfellow Elementary).
- [17.](#) Set the public hearing for July 20, 2021 to consider proposed amendments to the 2019/2020 Annual Action Plan identifying funding priorities for additional COVID-19 relief (CDBG-CV) funding.
- [18.](#) Adopt Resolution 10409 and authorize the Public Works Director or his designee to request distribution of Bridge and Road Safety and Accountability Act (BaRSSA) program funds.
- [19.](#) Award a contract in the amount of \$864,765 to Central Plumbing and Heating, Inc. for the Southwest Side Water Main Replacement – Phase II project, and authorize the City Manager to execute the contract documents.
- [20.](#) Approve a final payment for the Gibson Park and Elks Park Trail Restoration, in the amount of \$14,850.84 to Missouri River Trucking and Excavation, Inc.(MRTE) and \$150.01 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.

- [21.](#) Award a contract in the amount of \$176,915 to Missouri River Trucking and Excavation, Inc. (MRTE) for River Drive North Trail Improvements, and authorize the City Manager to execute the construction contract documents.
- [22.](#) Approve a construction agreement for the Library Roof Repair Project to CentiMark Corporation of Billings, MT in the amount of \$253,757 and authorize the City Manager to execute said agreement.
- [23.](#) Ratify the proposed agreements with Blue Cross Blue Shield of Montana, Sun Life Assurance, BenefitHarbor, Integrated Behavioral Health, Take Control, It Starts With Me, and Application Software, Inc for the new health and benefit agreements for the employees of the City of Great Falls Effective July 1, 2021.
- [24.](#) Set a public hearing on Resolution 10420, amending section (1)B of Resolution 10392 establishing the rates, fees and penalties associated with title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City's parking system for July 20, 2021.
- [25.](#) Set a public hearing for Business Improvement District (BID) FY 2022 Budget and Work Plan for July 20, 2021.
- [26.](#) Set a public hearing for Tourism Business Improvement District (TBID) 2021/2022 Budget and Work Plan for July 20, 2021.
- [27.](#) Set a public budget hearing on Resolution 10411, the Annual Budget Resolution, for July 20, 2021.
- [28.](#) Set a public hearing for Resolution 10415 to Levy and Assess the General Boulevard Maintenance District No. 3570 for August 3, 2021.
- [29.](#) Set a public hearing for Resolution 10416 to Levy and Assess Great Falls Park District No. 1 for August 3, 2021.
- [30.](#) Set a public hearing for Resolution 10417 to Levy and Assess Properties within Special Improvement Lighting Districts for August 3, 2021.
- [31.](#) Set a public hearing for Resolution 10418 to Levy and Assess the Portage Meadows Maintenance District No. 1195 for August 3, 2021.
- [32.](#) Set a public hearing for Resolution 10419 to Levy and Assess the Street Maintenance District for August 3, 2021.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member.

PUBLIC HEARINGS

- [33.](#) West Ridge Addition Phase IX, legally described as Peretti Addition Tract 2, located in the SE ¼, Section 26, Township 21 North, Range 3 East, PMM, Cascade County, MT.
 - I. Preliminary Plat of West Ridge Addition Phase IX and accompanying Findings of Fact subject to fulfillment of conditions stipulated by the Planning Advisory Board. *Action:*

Conduct a joint public hearing and approve or deny Preliminary Plat and accompanying Findings of Fact. (Presented by Craig Raymond)

- II. Supplement to Improvement Agreement. *Action: Approve or deny Supplement to the Improvement Agreement.*

- [34.](#) Ordinance 3229, Approving The Façade Program, The Life Safety/Code Compliance Program, And The Environmental Safety Program; Amending The Downtown Urban Renewal Plan For The Downtown Urban Renewal District In Order To Authorize, Approve And Incorporate Thereunder Such Programs; And Authorizing The Great Falls Office Of Planning & Community Development To Provide For The Administration Of Such Programs As Set Forth Therein. *Action: Conduct a public hearing and Adopt or deny Ord. 3229. (Presented by Craig Raymond)*
- [35.](#) Program Year 2021 Annual Action Plan Public Hearing. *Action: Conduct a public hearing and adopt not adopt the Annual Action Plan. (Presented by Craig Raymond)*
- [36.](#) Carter Commons Affordable Housing Proposal Public Hearing. *Action: Conduct a public hearing. (Presented by Alex Burkhalter with Housing Solutions LLC.)*

OLD BUSINESS

- [37.](#) Dedication of 29th Street Southwest described as the east 60 feet of Lot 2A, Block 1 of Flying J Travel Plaza Addition located in the SE 1/4 of Section 21, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County, Montana pursuant to the Improvement Agreement with Turbo Transportation Group, LLC approved on October 6, 2020. *Action: Approve or deny the dedication of 29th Street Southwest. (Presented by Craig Raymond)*

NEW BUSINESS

Labor Agreements between the City of Great Falls and Montana Federation of Public Employees (MFPE), Local #7796; Great Falls Police Protective Association (GFPPA); International Association of Fire Fighters (IAFF Local #8); Plumbers and Pipefitters Local No. 41; International Brotherhood of Electrical Workers (IBEW), Local #233; and Great Falls Public Employees Crafts Council. *(Combined Presentation for Agenda Items 37-42 by Gaye McInerney)*

- [38.](#) Labor Agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), Local #7796. *Action: Approve or deny the Agreement. (Presented by Gaye McInerney)*
- [39.](#) Labor Agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA). *Action: Approve or deny the Agreement. (Presented by Gaye McInerney)*
- [40.](#) Labor Agreement between the City of Great Falls and the International Association of Fire Fighters, Local#8. (IAFF Local#8) *Action: Approve or deny the Agreement. (Presented by Gaye McInerney)*
- [41.](#) Labor Agreement between City of Great Falls and Plumbers and Pipefitters Local No. 41. *Action: Approve or deny the Agreement. (Presented by Gaye McInerney)*

42. Labor Agreement between the City of Great Falls and the International Brotherhood of Electrical Workers (IBEW), Local #233. *Action: Approve or deny the Agreement. (Presented by Gaye McInerney)*
43. Labor Agreement between City of Great Falls and City of Great Falls Public Employees Crafts Council. *Action: Approve or deny the Agreement. (Presented by Gaye McInerney)*

ORDINANCES / RESOLUTIONS

44. Resolution 10421, to amend Resolution 10096 (Conditional Use Permit (CUP)) to allow Helena Agri-Enterprises, LLC, 6201 18th Ave N, periodic storage of Anhydrous Ammonia (NH3) onsite in order to manufacture Ammonium Polyphosphate (APP). *Action: Set or not set a public hearing for August 3, 2021. (Presented by Craig Raymond)*

CITY COMMISSION

45. Miscellaneous reports and announcements from the City Commission.
46. Commission Initiatives.

ADJOURNMENT

(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.)

Assistive listening devices are available for the hard of hearing, please arrive a few minutes early for set up, or contact the City Clerk's Office in advance at 455-8451. Wi-Fi is available during the meetings for viewing of the online meeting documents.

Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
AGENDA REPORT**

Item: Appointment of a Member to the Ethics Committee

From: City Manager's Office

Initiated By: City Commission

Presented By: Sara Sexe, City Attorney

Action Requested: Appoint one Member to the Ethics Committee for the remainder of a three-year term.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (appoint/not appoint) Seana Westcarr-Gray to the Ethics Committee for the remainder of a three-year term through December 31, 2023."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Summary:

City Commission, at the recommendation of the Ethics Committee, appointed Robin Beatty to serve as a Member of the Ethics Committee for a three year term from January 2, 2021 through December 31, 2023. Ms. Beatty was hired in the City Attorney's Office as a Paralegal/Legal Assistant on March 23, 2021 making her ineligible to remain on the Ethics Committee. Advertisement was done through the City's Website and the local media with one application received from Ms. Seana Westcarr-Gray.

The Ethics Committee met on June 9, 2021 and recommended the City Commission appoint Ms. Westcarr-Gray to fill the remainder of a three-year term.

Background:

The Ethics Committee was established through Ordinance 3169 and adopted by the City Commission on October 17, 2017. The purpose of the Ethics Committee is to ensure that all City officers and employees are performing their duties in compliance with the provisions of Montana Code Annotated, Title 2, Chapter 2 and the provisions of the Official Code of the City of Great Falls (OCCGF) Title 2, Chapter 21.

Committee Membership and Duties listed below were clarified and amended through Ordinance 3201 on June 18, 2019:

2.21.080 Committee Membership.

A. Subject to the provisions provided in Subsection (B.) of this part, the Committee shall consist of three (3) members and one (1) alternate member, who shall be appointed and ready to serve in the event that a Committee member is unable or unavailable to serve. The members and alternate shall be appointed by the City Commission for not more than three (3) consecutive, three-year terms. Members shall be qualified electors and residents of the City. Members shall not be City employees. As is reasonably possible, the members shall have experience and or training in the following:

1. Public administration;
2. Governmental operation;
3. Political practices; or
4. Legal practice.

B. The first appointee to the Great Falls Ethics Committee shall serve an initial term of three (3) years, the second appointee shall serve an initial term of two (2) years, and the third appointee shall serve an initial term of one (1) year. Following the expiration of these initial terms, the provisions of Subsection (A.) of this part shall apply.

2.21.100 Committee duties.

The Committee shall meet and be presented testimony regarding matters referred to it. When considering an ethics complaint, the Committee shall determine whether a complaint appears to be substantiated based on the information and testimony presented. If the Committee determines that a complaint appears to be substantiated, it may refer the matter to the Cascade County Attorney, or to the supervisor of a public employee who may be the subject of the complaint, for disposition. The Committee shall make written findings of its decision, which will be filed with the City Clerk.

Current terms for Committee members are:

Carmen Roberts	1/2/2018 – 12/31/2022
Katrina Stark	1/2/2018 – 12/31/2021
Robin Beatty	1/2/2021 – 12/31/2023 (resigned)
Justin Grohs (Alternate)	12/1/2020 – 12/31/2022

Alternatives:

The Commission could chose not to appoint and ask City Staff to continue advertising.

Attachments/Exhibits:

Application from Seana Westcarr-Gray



BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM
(PLEASE PRINT OR TYPE)

Agenda #4.

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: Ethics Committee		Date of Application: 4/30/2021	
Name: Seana Westcarr-Gray			
Home Address: 1313 Beargrass Dr., Great Falls, MT 59404		Email address: seana12b@yahoo.com	
Home Phone:	Work Phone:	Cell Phone: 540-842-7265	
Occupation: MPH Student at UM Missoula		Employer: n/a	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) No			
Related experiences or background: I have earned a Law Degree and am familiar with the rules of Eithics. While I am not an attorney, I have volunteered at the Cascade County Law Clinic, and worked in the past for the City Prosecutor's Office as an Investigator/Witness Coordinator.			
Educational Background: BS. Biology (Chemistry Minor) 1996, MS Biology (1998), JD - Juris Doctor (2009), MPH - currently enrolled at UM Missoula			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: I have volunteered for a few organizations within Great Falls, such as Meadow Lark Elementary from 2013-2020, and the Cascade County Law Clinic in 2015. All other activity has been through private employment.			
Previous and current public experience (elective or appointive): n/a			
Membership in other community organizations: n/a			

Have you ever worked for or are you currently working for the City of Great Falls? Yes ☒ No ☐ If yes, where and when? I am a former employee of the City Prosecutor's Office. I worked as an Investigator/Witness Coordinator in 2018.

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes ☐ No ☒ If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes ☐ No ☒ If yes, what board and when did you serve?

Are you currently serving on a Board? Yes ☐ No ☒ If yes, which board?

Please describe your interest in serving on this board/commission?

I am interested in serving the City of Great Falls in any way possible and giving back to my community. The Ethics Committee is of interest to me as I am familiar with the field, and I love the idea of bringing the appropriate standard of care to our citizens regardless of the industry one may be involved in.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

What got me interested in serving the City of Great Falls is the Health Policy course I just completed. With my legal and science background, I was motivated to get involved in policies that may enrich my community and better serve the community. I believe the Ethics Committee would be a great place to give back as it would tap into my legal training and interest, while allowing me to delve into other areas.

Additional comments:

Signature

Seana Westcarr-Gray

Date:

4/30/2021

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:

City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Reappointment to the Business Improvement District Board of Trustees

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint one member to the Business Improvement District Board of Trustees to fill a four-year term through June 30, 2025.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (reappoint/not reappoint) Alison Fried to the Business Improvement District Board of Trustees to a four-year term expiring June 30, 2025."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

BID Board Recommendation: It is recommended that the City Commission reappoint Alison Fried to the Business Improvement District Board of Trustees to a four-year term expiring June 30, 2025. Alison Fried was appointed to the Business Improvement District (BID) Board in 2017 and is eligible for reappointment. The BID Board asked that the City advertise the vacancy to solicit other citizen interest. The advertisement closed on June 2, 2021 with no additional applications received.

At their meeting on June 10, 2021, the BID Board recommended reappointment of Alison Fried.

Background:

The Business Improvement District Board of Trustees consists of seven members appointed by the City Commission. Members must be owners of property within the boundaries of the Business Improvement District or their personal representative, agent, or guardian (MCA§7-12-1121). The B.I.D. oversees the functions, operations, management and administration as necessary to carry out the purposes and objectives of the Business Improvement District.

During past meetings the Board discussed the need for Board members with the following backgrounds:

- Developer/construction experience
- Finance experience
- Social media/marketing experience

Continuing members of this board are:

Alison Fried	2/7/2017 – 6/30/2021
Karen Reiff	9/1/2020 – 6/30/2023
Jason Kunz	7/1/2019 – 6/30/2023
Sherrie Arey	7/7/2020 – 6/30/2024
Max Grebe	8/16/2016 – 6/30/2024
Neal DuBois	7/21/2020 – 6/30/2023
Trista Besich	6/3/2020 – 6/30/2024

Member interested in Reappointment:

Alison Fried	2/7/2017 – 6/30/2021
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Alternatives: The City Commission could choose not to reappoint Ms. Fried and request staff to continue advertising for the position.



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Reappointments to the Tourism Business Improvement District Board.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint two members to the Tourism Business Improvement District Board of Trustees.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (reappoint/not reappoint) Peggy Ohare-Becker and David Buckingham to the Tourism Business Improvement District Board of Trustees for four-year terms through June 30, 2025."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Summary:

Peggy Ohare-Becker was appointed to the Tourism Business Improvement District Board of Trustees, (TBID) on February 4, 2020 to fill the remainder of a four-term through June 30, 2021. David Buckingham was appointed on October 17, 2017 to fill the remainder of a four-year term through June 30, 2021. Both are eligible and interested in serving their first full term.

TBID Recommendation:

During the District's meeting on May 20, 2021, the TBID Board recommended that the City Commission reappoint Ms. Ohare-Becker and Mr. Buckingham to the Board of Trustees for four-year terms through June 30, 2025.

Background:

Purpose

The Tourism Business Improvement District (TBID) was established by Resolution 9792 on December 2, 2008 and recreated by Resolution 10222 on February 6, 2018 for an additional ten years. Its overall purpose is to utilize tax dollars through the TBID assessment and direct those monies to be used for the purpose of promoting tourism, conventions, trade shows, and travel to the City of Great Falls. Trustees must be an owner of property within the TBID or the owner's assignee.

The continuing members of this board are:

Becky Amaral-Miller	7/3/12 – 6/30/24
Peter Jennings	5/4/21 – 6/30/23
Sandra Johnson-Thares	8/21/18 – 6/30/23
Scott Schull	5/3/11 – 6/30/22
Laurie Price-Manning	11/18/14 – 6/30/24

Members interested in another term:

David Buckingham	10/17/17 – 6/30/21
Peggy Ohare-Becker	2/4/20 – 6/30/21

Alternatives:

The Commission could choose not to reappoint one or both of the members and ask City Staff to advertise for the vacancy.



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Reappointment to the Police Commission

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint one member to the Police Commission for a three-year term.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (reappoint/not reappoint) Morgan Kasuske to the Police Commission for a three-year term through June 30, 2024."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Police Commission Recommendation: Police Commission is not scheduled to have a meeting until September. Staff is forwarding the reappointment request without a formal recommendation since his term expired June 30, 2021.

Background: Morgan Kasuske was appointed to the Police Commission on July 7, 2020 to fill a partial three-year term through June 30, 2021. Mr. Kasuske is interested and eligible for his first full term.

Purpose

The Police Commission reviews all Police Department applicants for police officer positions and hears disciplinary appeals for the Police Department. The Commission is composed of three members appointed by the City Commission.

Members of this commission are:

Tim Shanks	7/1/2019 – 6/30/2022
John Hackwith	7/7/2020 – 6/30/2023
Morgan Kasuske	7/7/2020 – 6/30/2021

Alternatives: The Commission could chose to not to reappoint and wait for the Police Commission to meet in September to make a formal recommendation or they could ask that staff advertise for other citizen interest.

JOURNAL OF COMMISSION PROCEEDINGS**June 15, 2021**

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Tracy Houck, Mary Sheehy Moe, Owen Robinson and Rick Tryon. Also present were: City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Finance Director Melissa Kinzler; Planning and Community Development Director Craig Raymond; City Attorney Sara Sexe; and, Police Chief Jeff Newton.

Public participation is welcome as follows:

- Attend in person. Please refrain from attending in person if you are not feeling well.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, June 15, 2021, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name and address of the commenter. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
- Call-in. The public may call in during specific public comment periods at [406-761-4786](tel:406-761-4786). All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. This is a pilot service to test the feasibility of expanded public participation by phone. We ask for your patience in the event there are technical difficulties.
- The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The public may view and listen to the meeting on cable channel 190, or online at <https://greatfallsmt.net/livestream>.

AGENDA APPROVAL: There were no proposed changes to the agenda by the City Manager or City Commission. City Manager Greg Doyon noted a minor edit regarding the project on Agenda Item 14. The agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PROCLAMATIONS: Mayor Kelly read a proclamation for Juneteenth (June 19, 2021). Appreciation was expressed to the Malmstrom Air Force Base Diversity Inclusion Team.

COMMUNITY HEALTH INITIATIVES

1. Sandy Johnson, RS, Cascade County Superfund Coordinator, reported that superfund is an EPA term for a program that allows the EPA to clean up sites across the country that are contaminated by hazardous waste, forces parties responsible for contamination to either clean up what they caused or reimburse the government for the EPA lead cleanup. Cascade County has three superfund sites associated with past mining activity: Anaconda Copper Mine Smelter and Refinery

JOURNAL OF COMMISSION PROCEEDINGS

June 15, 2021

(Black Eagle area), Carpenter Snow Creek Mining District (includes Town of Neihart), and the Barker Hughesville Mining District (east of Monarch). Superfund goals are to protect human health and the environment by cleaning up these contaminated sites, community involvement, and returning sites to productive use.

Residential yard cleanup is expected to begin in 2023 in Black Eagle. The EPA awarded a grant to Cascade County in 2016 to develop a park plan with trail connection strategies over to the old smelter site, and to develop a land use master plan and explore long term management options. The consultant's final report is expected in the near future, to include low maintenance recreational amenities like hiking and biking trails, Frisbee golf, historical stack replica and interpretive center to help guide the cleanup.

Cascade County has a cooperative agreement with the EPA to work with the Town of Neihart to clean up a majority of the yards, roads and alleys. Clean up may begin in 2022 or 2023. Thereafter, a management program will be established to monitor excavation to prevent future contamination.

The county is awaiting a record of decision on the 6,000 acre Barker Hughesville site.

Mayor Kelly asked if the citizens of Great Falls should be concerned about the human health hazards of the surrounding superfund site.

Coordinator Johnson responded that there is some concern primarily with children under age seven.

Commissioner Moe inquired the relative level of activity here compared to other areas of Montana.

Coordinator Johnson responded that there are quite a few sites in Montana at different levels.

PETITIONS AND COMMUNICATIONS

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Sharon Thompson, 301 39th Avenue NE, read a prepared statement regarding her and her husband's opposition to the pursuit of Great Falls and Cascade County being federally designated as a National Heritage Area (NHA) in violation of the Fourth Amendment to the U.S. Constitution.

Mayor Kelly acknowledged receipt of her written communication as well.

Written communication was received from **Jim and Sharon Thompson**, 301 39th Avenue NE, opposing the pursuit of Great Falls and Cascade County being federally designated as a National Heritage Area (NHA) in violation of the Fourth Amendment to the U.S. Constitution, and **Sid Carlson**, City resident, suggesting there isn't a need for a Crime Task Force if the community (broken down houses, dead grass and trees) was cleaned up.

NEIGHBORHOOD COUNCILS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

JOURNAL OF COMMISSION PROCEEDINGS
June 15, 2021

None.

BOARDS AND COMMISSIONS

4. APPOINTMENT TO THE GOLD ADVISORY BOARD.

Commissioner Robinson moved, seconded by Commissioner Tryon, that the City Commission appoint Wes Maze to the Golf Advisory Board as a representative for the Men's Golf Association for the remainder of a three-year term through March 31, 2023.

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

5. REAPPOINTMENT TO THE LIBRARY BOARD.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission reappoint Samantha DeForest to the Library Board for a five-year term through June 30, 2026.

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Deputy City Manager Chuck Anderson updated the Commission on the following:

- Commission members interested in seeing the façade project site can make arrangements through Planning and Community Development Director Craig Raymond.
- Ten participants will graduate from the 2020 City 101 Academy tomorrow evening.
- Appreciation was expressed to the Malmstrom Air Force Base Leadership Class for their volunteer service to the Great Falls Public Library.
- Five of the six collective bargaining agreements have been tentatively negotiated, and will come before the Commission in July.
- David Paul Anderson was hired to fill the electrician position at the Water Plant.
- The Montana Police Protective Association will be recognizing Great Falls Police Detective Travis Burrow as Officer of the Year at its upcoming convention in Whitefish.

JOURNAL OF COMMISSION PROCEEDINGS**June 15, 2021**

- Housing Authority construction projects are underway for an underground electrical upgrade and concrete work in the Parkdale area to improve the sidewalks and stairs.
- The second meeting of the Crime Task Force (CTF) was conducted yesterday with briefings from HIDTA, DEA, Cascade County Sheriff's Office, and the State Probation and Parole Office. The CTF elected Sandra Guynn as Chairperson and Jeff Newton as Vice-Chair. The next scheduled CTF meeting is June 28, 2021, at 4:00 pm.

CONSENT AGENDA.

8. Minutes, June 1, 2021, City Commission Meeting.
9. Total Expenditures of \$2,475,534 for the period of May 18, 2021 through June 2, 2021, to include claims over \$25,000, in the amount of \$1,559,010.
10. Contracts List.
11. Grants List.
12. Approve the purchase of 250 tons of Liquid Asphalt CRS-2P from Western Emulsions, Inc., of Billings for a total of \$107,000.
13. Accept the low bid from Thatcher Company of Montana, Inc. and authorize staff to purchase liquid aluminum sulfate in the amount of \$478 per ton, up to the maximum amount of 800 dry tons for Fiscal Year 2021/22.
14. Award a contract in the amount of \$77,465 to MRTE Inc., for the Longfellow ADA Upgrades, and authorize the City Manager to execute the necessary documents and to make the payments. Mayor Kelly noted that the original agenda noted Longfellow/Lincoln ADA Upgrades, but the decision was made not to pursue the Lincoln work at this time. **OF 1715.7**
15. Award a contract in the amount of \$79,447.61 to Horn Construction for utility and site work for the new restroom in Lions Park, and authorize the City Manager to execute the construction contract documents. **OF 1740.7**
16. Approve an amendment #1 to the Memorandum of Understanding and Project Funding and Maintenance Agreement, increasing the City's funding match from \$100,521 to \$153,759 for the Stuckey Road Improvements project. **OF 1739.1**
17. Set the public hearing for July 6, 2021, to consider the Program Year 2021 Annual Action Plan related to the use of CDBG and HOME funds.

JOURNAL OF COMMISSION PROCEEDINGS**June 15, 2021**

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission adopt the Consent Agenda as presented.

Mayor Kelly asked if there were any comments from the public.

Written communication was received from **Shyla Patera**, North Central Independent Living Services, 1120 25th Avenue NE, regarding ADA and accessibility needs pertaining to Items 14, 15 and 16.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Robinson inquired why the Lincoln ADA updates weren't done as part of the School District construction project.

Director Raymond responded there was somewhat of a limitation of funds available for those projects. The City offered to assist and partner with the School District in some tangible way.

Mayor Kelly noted that Item 9 includes two hybrid SUVs for the police force, and Item 16 includes a 13 ½ % match from federal and state funds.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

18. REQUEST FROM STEVE SHEFFELS TO VACATE 8TH ALLEY SOUTH BETWEEN 7TH AVENUE SOUTH AND 8TH AVENUE SOUTH AND A CONDITIONAL USE PERMIT ON PROOPERTY ADDRESSED AS 214 7TH AVENUE SOUTH.

I. RESOLUTION 10391, APPROVING A CONDITIONAL USE PERMIT TO ALLOW A "CONTRACTOR YARD, TYPE II" LAND USE IN THE MIXED-USE TRANSITIONAL (M-2) ZONING DISTRICT.

II. RESOLUTION 10405, VACATNG A PORTION OF 8TH ALLEY SOUTH BETWEEN 7TH AVENUE SOUTH AND 8TH AVENUE SOUTH.

Mayor Kelly declared the public hearing open and asked for presentation of the staff report.

Planning and Community Development Director Craig Raymond reported that this is a request to conduct a public hearing on Resolutions 10391 and 10405 which will, if adopted, approve a Conditional Use Permit to operate a Contractor Yard Type II in the M-2 zoning district subject to certain conditions of approval. Resolution 10405 will vacate a small remaining portion of public rights of way.

JOURNAL OF COMMISSION PROCEEDINGS**June 15, 2021**

Sheffels Farms, Inc. has owned the subject property since the 1950s. The property has typically been used in a fashion that would be considered industrial or at least commercial in nature. However, in recent years the property has been mostly vacant. Within the last year, a local bank has been renting the property in order to store heavy construction equipment that has been in the bank's possession while a bankruptcy case is being resolved. The land use that most closely resembles this type of property usage is a "Contractor Yard, Type II," which is conditionally permitted in the M-2 zoning district. This Conditional Use Permit request is coming forward in response to a citizen's complaint on the property regarding the amount of heavy equipment being stored at the location. When staff contacted the property owner, he indicated that he was unaware that the activity was not permitted by City zoning. Since the family had used the property for this type of land use in the past, they wanted the flexibility for contracting businesses to use the site in the future and brought forward this Conditional Use Permit request.

After a review of the property existing uses in the surrounding area and the desired use of the property under consideration, the only site improvement recommended is that the existing chain-link fence have privacy slats installed in order to screen the interior use of the property from the neighboring public, particularly the residentially zoned area to the east. There is a portion of the fence that juts out into the public 3rd Street South right-of-way that will need to be moved so that it is placed along the property line.

A large portion of 8th Alley South was vacated in 1958 but a small portion was never vacated. The applicant's request to vacate 8th Alley South between 2nd Street South and 3rd Street South allows the owner to assume full control of their portion of the block. A 20-foot easement has been prepared allowing the City to access the sewer main that exists in the former alley partially vacated in 1958.

The subject property is located in Neighborhood Council 7. The applicant met with the Council on February 8, 2021, to discuss the request. The Council voted unanimously to recommend approval of the Conditional Use Permit. The Zoning Commission met on February 23, 2021 to consider the request and recommended that the City Commission approve both Resolutions this evening.

Mayor Kelly asked if the Commission members had any clarifying questions.

With regard to Resolution 10391, Commissioner Moe inquired if there are exceptions to the privacy fencing.

Director Raymond responded that the privacy slats aren't mandatory, but were recommended as a mitigation means to shield the unsightly use. The complaint alleges it is an unattractive nuisance to the residential neighborhood. Staff felt the privacy slats was a reasonable means and the applicant agreed to comply.

Mayor Kelly asked if there were any comments from the public in support of or in opposition to Resolutions 10391 and 10405. Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

JOURNAL OF COMMISSION PROCEEDINGS

June 15, 2021

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10391, a Conditional Use Permit, to allow a “Contractor Yard, Type II” land use in the Mixed-Use Transitional (M-2) zoning district at the property addressed as 214 7th Avenue South and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Moe commented that the property is close to a park. She expressed safety concerns about kids not being seen within a privacy fence.

Commissioner Tryon noted the Neighborhood Council and Zoning Commission voted in favor, and City staff didn’t have any issues about issuing the permit.

Mayor Kelly asked Applicant Sheffels to take the concern into consideration.

Motion carried 5-0.

Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10405 vacating a portion of 8th Alley South between 7th Avenue South and 8th Avenue South.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Mayor Kelly noted this is a great example of cooperation between the staff, applicant and neighborhood to address a complaint.

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

19. RESOLUTION 10410, APPROVAL TO SUBMIT MT GEMS, INC.’S APPLICATION TO THE BIG SKY ECONOMIC DEVELOPMENT TRUST FUND PROGRAM.

Commissioner Tryon noted that Phil Faccenda is the architect for MT Gems. He announced that he will recuse himself from the discussion and vote on this item due to his work for Mr. Faccenda’s other company, Stray Moose Productions.

Great Falls Development Authority (GFDA) Senior Vice-President of Business Development Jolene Schalper reported that currently, MT Gems, Inc., dba Ruby and Sapphire houses, care for those in need of assisted living and Dementia care in two locations. They share a common area between them in a secured yard. This gives all residents a sense of freedom to go back and forth while still being safe and secure.

JOURNAL OF COMMISSION PROCEEDINGS**June 15, 2021**

MT Gems will be building an addition to encompass all levels of needed care to include on-site daycare for staff, full retirement apartments, assisted living and Dementia care units all under one roof. This project should increase jobs by 12 or more permanent full-time staff. All residents will have access to all meals, housekeeping, and activities. This larger structure will give them more suites to house residents in all stages of mental and/or physical needs. They want to be able to have couples under one roof so they can spend as much time as they desire without the struggle of giving that care that is so needed for their spouse. This building will allow more space for activities in a safe and secured environment.

MT Gems does not have room to have those who only need retirement living to be near the spouses who need more care. The elderly need a choice to stay close to their spouse even though they, themselves, can no longer be the care giver 24/7. They need a choice on their own terms of how much care they want to give and when.

The Requestor stated in the application, the drive to make this project happen is due to seeing, over the past 17 years, couples having to live separately due to one being healthy and the other not. This is commonly due to some type of Dementia.

This project takes care of a growing economic problem and gives value and a great service to the community. This is essential to our aging community. It helps ages birth to 100+. Families can come and enjoy their parents/grandparents company knowing everything is taken care of. Staff will not have to worry about daycare as it will be on site.

The BSTF program is designed to aid in the development of good paying jobs for residents and promote long-term, stable economic growth in Montana. It has two distinct methods for achieving this goal. The first is through job creation funding (Category I) which receives 75% of the program funding and the second is through planning projects (Category II) which receives 25% of the funding.

MT Gems, Inc. is eligible for Category II funding. Category II includes grants or loans to assist with economic development planning efforts that promote long-term, stable economic growth in Montana.

The maximum grant or loan award is \$27,000 per application. Projects provide a \$1 for \$1 match to show the local commitment. In-kind contributions are not considered match.

MT Gems, Inc. along with Great Falls Development Authority (GFDA) is requesting the City approve a grant submittal for a BSTF Grant in the amount of \$27,000. GFDA will manage all aspects of the grant.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10410.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

JOURNAL OF COMMISSION PROCEEDINGS**June 15, 2021**

Mayor Kelly reiterated that there are no City funds being used and that Great Falls Development Authority is the administrator of the grant.

Motion carried 4-0-1 (Commissioner Tryon abstaining).

CITY COMMISSION**20. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Commissioner Robinson noted the Commission received more information regarding the truck/trailer parked on 36th Avenue NE. He suggested the Commission's initiative start by looking at how the ordinances can be changed so that these problems can be taken care of.

Manager Doyon commented that staff will bring the last large motor vehicle ordinance that was discussed with the community current with state statutes for a presentation at a work session and subsequent public hearing.

Information about other Montana cities is being compiled for review.

Commissioner Houck urged residents to use caution when recreating on Wadsworth Pond or the Missouri River and to use life jackets.

Commissioner Tryon reminded everyone to be sensitive and courteous to veterans, neighbors and pets this 4th of July holiday.

Commissioner Moe announced that she has a conflict with a family commitment for the July 6, 2021 meeting and may request participation by telephone.

Mayor Kelly announced that a Juneteenth celebration would be held Saturday at the Gibson Park band shell with free music and food.

21. COMMISSION INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Mayor Kelly, to adjourn the regular meeting of June 15, 2021, at 8:05 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: July 6, 2021



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

ITEM: \$25,000 Report
Invoices and Claims in Excess of \$25,000

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
<http://greatfallsmt.net/finance/checkregister>

**TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN
ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$25,000:**

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	JUNE 3 - JUNE 23, 2021	1,224,499.58
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	JUNE 3 - JUNE 23, 2021	3,484,071.85
MUNICIPAL COURT ACCOUNT CHECK RUN FOR	JUNE 2 - JUNE 15, 2021	11,485.01

TOTAL: \$ 4,720,056.44

SPECIAL REVENUE FUND

SUPPORT & INNOVATION

GREAT FALLS IMPROVEMENT DISTRICT	BID MONTHLY REIMBURSEMENT MAY 2021	56,264.27
GREAT FALL TOURISM BUSINESS	TBID FOR MAY 2021	191,880.50
IMPROVEMENT DISTRICT		

STREET DISTRICT

PRINCIPAL PROPERTIES	OF 1408.6 EAST RIDGE PHASE 5	92,816.69
	SUBDIVISION (SPLIT AMONG FUNDS)	
GREAT FALLS SAND & GRAVEL INC	11000 TONS TYPE B AC, 3000TONS OF	30,874.62
	TYPE C AC (SPLIT AMONG FUNDS)	
GREAT FALLS SAND & GRAVEL INC	11000 TONS TYPE B AC, 3000TONS OF	27,225.04
	TYPE C AC (SPLIT AMONG FUNDS)	

LIBRARY

FABER SPECIALITY VEHICLES INC	3RD OF THREE PAYMENTS	78,221.00
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PARK DISTRICT

L'HEUREUX PAGE WERNER PC	INDOOR AQUATIC AND RECREATION	166,008.40
	CENTER - DESIGN	

FEDERAL BLOCK GRANTS

COMMUNITY HEALTH CARE CENTER	PUCHASE OF MOBILE MEDICAL UNIT FOR	91,112.50
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CORONAVIRUS

CAPITAL PROJECTS**DOWNTOWN TID CAPITAL PROJECTS FUND**

CITY OF GREAT FALLS

CIVIC CENTER FAÇADE BUILDING PERMIT

30,154.03

ENTERPRISE FUNDS**WATER**

CENTRAL EXCAVATION

SOUTHSIDE WATER MAIN REPLACEMENTS
OF 1648.0 PH 1

121,135.46

SEWERVEOLIA WATER NORTH AMERICA
VEOLIA WATER NORTH AMERICAMONTHLY WWTP OPERATION CONTRACT
MONTHLY WWTP OPERATION CONTRACT

258,218.10

258,218.10

STORM DRAIN

PRINCIPAL PROPERTIES

OF 1408.6 EAST RIDGE PHASE 5
SUBDIVISION (SPLIT AMONG FUNDS)

139,447.95

SANITATION

SNYDER INDUSTRIES INC

150 - NEW GALLON REFUSE CONTAINERS

49,500.00

PARKINGSTANDARD PARKING CORPORATION
STANDARD PARKING CORPORATION
STANDARD PARKING CORPORATIONPARKING PROGRAM CONTRACT
PARKING PROGRAM CONTRACT
PARKING PROGRAM CONTRACT

35,674.19

31,289.84

29,400.55

INTERNAL SERVICES FUND**HEALTH AND BENEFITS**MONTANA MUNICIPAL INTERLOCAL
AUTHORITYEMPLOYEE INSURANCE DEDUCTIBLES
AND PREMIUMS

899,934.70

CENTRAL GARAGE

KOIS BROTHERS EQUIPMENT CO

2 10' SLIDE IN SANDERS 1 14' SLIDE IN
SANDERS & FREIGHT

45,178.88

TRUST AND AGENCY**PAYROLL CLEARING**

STATE TREASURER

MONTANA TAXES

96,399.00

FIREFIGHTER RETIREMENT

FIREFIGHTER RETIREMENT EMPLOYEE &
EMPLOYER CONTRIBUTIONS

104,351.62

STATEWIDE POLICE RESERVE FUND

POLICE RETIREMENT EMPLOYEE &
EMPLOYER CONTRIBUTIONS

133,342.35

PUBLIC EMPLOYEE RETIREMENT

PUBLIC EMPLOYEE RETIREMENT
EMPLOYEE & EMPLOYER CONTRIBUTIONS

253,848.01

US BANK

FEDERAL TAXES, FICA & MEDICARE

411,608.67

LABORERS INTERNATIONAL UNION

EMPLOYEE CONTRIBUTIONS

27,602.38

MONTANA OE - CI TRUST FUND

EMPLOYEE CONTRIBUTIONS

26,048.51

NATIONWIDE RETIREMENT SOLUTIONS

EMPLOYEE CONTRIBUTIONS

27,181.99

UTILITY BILLS

NORTHWESTERN ENERGY
HIGH PLAINS LANDFILL

ACCT #05614938 MAY21 SLDR CHARGES
LANDFILL FEE FOR MAY2021

64,488.84
104,148.53

CLAIMS OVER \$25000 TOTAL:

\$ 3,881,574.72

CITY OF GREAT FALLS, MONTANA**COMMUNICATION TO THE CITY COMMISSION****DATE: July 6, 2021**

ITEM: CONTRACTS LIST
 Itemized listing of administratively approved contracts.
 (Listed contracts are available for inspection in the City Clerk's Office.)

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR'S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Great Falls Fire Rescue	David F. Simpson, D.O.	07/01/20201–06/30/2022	\$2,800/mo.	Ratification of Professional Service Agreement for GFFR Offline Medical Director services and EMS System Medical Director services
B	Park & Recreation	Montana Entertainment & Fireworks, dba Big Sky Fireworks	07/04/2021	\$15,000 (paid for by People's Park and Recreation Foundation)	Ratification of Contract agreement for 4 th of July Pyrotechnic Display at West Bank Park
C	Planning & Community Development	TFC 1205 Great Falls, LLC	Ten years, with successive one year	Developer shall pay all costs associated with necessary	Assumption Agreement

		Montana Department of Transportation	renewals unless terminated or superseded by a new agreement	approvals and permits necessary to complete the work in the public right-of-way	And City/State Memorandum of Agreement 3 rd ST NW/N-60N, Great Falls, and Amendment #1 setting forth the respective responsibilities associated with the installation and maintenance of the Starbuck's sidewalk and curb project within the 3 rd Street NW (N-101N) right-of-way
D	Great Falls Public Library	EnvisionWare, Inc.	07/06/2021 – 07/05/2022 One year automatic renewals unless canceled by either party	\$53,509.58	Agreement for installation of hardware, software training, and platinum level maintenance agreement for converting the Library's inventory and security system to radio-frequency identification (RFID).
E	Public Works	The Falls, LLC	Indefinite	N/A	Consecutive System Agreement PWSD# MT0005077 (Mobile Home Park, 2802 9 th Avenue North)
F	Planning and Community Development	Alliance for Youth	06/01/2021 – 06/30/2022	\$60,000	2020/2021 Community Development Block Grant Agreement for funding to provide meals, transportation, addiction and suicide prevention services to youth that are homeless, at risk of homelessness, and/or have experienced child abuse.

G	Administration	Bird Rides, Inc.	07/06/2021 – 12/31/2021	N/A	Memorandum of Understanding setting forth the terms and conditions for use of stand-up electric scooters within the City's jurisdictional boundaries
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CITY OF GREAT FALLS, MONTANA**COMMUNICATION TO THE CITY COMMISSION****DATE:** July 6, 2021

ITEM: GRANTS LIST
 Itemizing grants not otherwise approved or ratified by City Commission Action
 (Listed grants are available for inspection in the City Clerk's Office.)

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR'S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	CITY MATCH	PURPOSE
A	City of Great Falls Animal Shelter	Bissell Pet Foundation	July 7-11, 2021	\$115/per dog/puppy \$40/per cat/kitten	\$0.00	Bissell Pet Foundation grant application for Empty the Shelter event that provides reimbursement for lower adoption fees, inclusive of spay/neuter and microchip fees.
B	Great Falls Police Department	US Department of Justice	10/01/2021 – 09/30/2024	Year 1: \$166,668 Year 2: \$166,668 Year 3: \$166,664	Year 1: \$236,376 Year 2: \$247,316 Year 3: \$247,320	Ratification of COPS Hiring Program Grant Application to assist funding four additional police officers



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of a Community Development Block Grant (CDBG) Funding Agreement for the purchase of a new fully equipped ambulance to serve Fire Station #1

From: Planning and Community Development

Initiated By: Great Falls Fire Rescue Department

Presented By: Craig Raymond, Planning and Community Development Director

Action Requested: Approval of CDBG Funding Agreement in the amount of up to \$355,042

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the 2020/2021 Community Development Block Grant Agreement between the City of Great Falls and Great Falls Fire Rescue in the amount of \$355,042 for the purchase of a new fully equipped ambulance for Fire Station #1.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends approval of the requested CDBG Funding Agreement for an amount of up to \$355,042.

Summary: The Great Falls Fire Rescue Department has submitted a grant request for \$355,042 of CDBG funds to purchase a new fully equipped ambulance which will provide emergency services for Fire Station #1. The grant request has been evaluated by City staff to verify eligibility for Federal funding. Because the ambulance will provide life safety services to a low to moderate income area, it is eligible for funding. Additionally, the request was favorably evaluated by the City’s internal grant committee.

Fiscal Impact: This will be covered through CDBG funding. No local match is required for the project to be eligible. This alleviates a significant expense for the Great Falls Fire Rescue Department.

Alternatives: If the Commission were to reject the proposed funding agreement, the Great Falls Fire Rescue Department would likely defer purchase of the ambulance with their own funds due to excessive cost.

Concurrences: Staff from Planning and Community Development have coordinated with Fire Rescue staff and HUD staff out of the Denver office to ensure the eligibility of this request.

Attachments/Exhibits: 2020/2021 CDBG Agreement with Great Falls Fire Rescue

CITY OF GREAT FALLS
2020/2021 Community Development Block Grant Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND
GREAT FALLS FIRE RESCUE

GREAT FALLS FIRE RESCUE, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this 7th day of June, 2021.

SECTION 1 – PROJECT DESCRIPTION

The Grantee has approved of, and hereby agrees to, the following project description, program budget and tentative activity schedule:

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of \$355,042.00. The PY20 CDBG funds were awarded to the City of Great Falls by HUD on February 5, 2021.
- B. Personnel assigned to scope of work includes: Jeremy Jones
Contact Information: 406-791-8968 jjones@greatfallsmt.net
- C. The project scope will involve purchase of a fully equipped ambulance to provide EMS transport services for the LMI residents within Fire District #1. The project will be implemented during the time period of June, 2021 to June 30, 2022.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to June 30, 2022. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by May 31, 2022. Refer to 24 CFR 570.503 regarding Scope of Work, Time of Performance, and budget documentation.

NATIONAL OBJECTIVE

The CDBG national objective most pertinent to the proposed project is to benefit low and moderate income individuals and families on an area basis (LMA) by providing a suitable living environment.

Determination of eligibility is fully described in 24 CFR 570.200 through 24 CFR 570.209.

The project will address the national objective by providing EMS transport services for LMI residents within Fire District #1.

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE:

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570. These are the HUD regulations concerning the CDBG program. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Additionally all regulations under 2 CFR 200 apply.

B. INDEMNIFICATION:

- a. The Grantee waives any and all claims and recourse against the City of Great Falls, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Grantee's or any subrecipient's performance of this Contract.
- b. The Grantee shall indemnify and hold harmless the City of Great Falls and its agents and employees from and against all claims, damages, losses and expenses, penalties including attorney fees arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss, or expense which is:
 - i. attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property, other than the work itself, including the loss and use resulting therefrom;
 - ii. caused in whole or in part by any negligent act or omission of the contractor(s), and subcontractor(s), or anyone directly or indirectly employed by any one of them or anyone else, for whose acts any of them may be liable, regardless whether or not is caused in part or by party indemnified hereunder; and,
 - iii. caused in whole or in part by its failure to adhere to the terms of this contract.

C. SUSPENSION/TERMINATION/REIMBURSEMENT:

The Grantee agrees that suspension or termination of this project may occur if the Grantee materially fails to comply with any term of this Agreement, or any rules, regulations or provisions referred to herein, and that this grant may be terminated by the City for convenience. These conditions are fully described below in 2 CFR 200.338 and 2 CFR 200.339.

1. 2 CFR 200.338 Remedies for Noncompliance

- a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific Conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
 - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend or terminate the Federal award.
 - iv. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
 - v. Withhold further Federal awards for the project or program.
 - vi. Take other remedies that may be legally available.
2. 2 CFR 200.339 Termination
- a. The Federal award may be terminated in whole or in part as follows:
 - 1. By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - 2. By the Federal awarding agency or pass-through entity for cause;
 - 3. By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - 4. By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced

or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

- b. When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
 1. The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either –
 - i. Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
 - ii. Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
 2. If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
 - i. Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - ii. Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
 3. Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in § 200.343 Closeout and § 200.344 Post-closeout adjustments and continuing responsibilities.

D. REVERSION OF ASSETS:

- 1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
- 2. The Grantee agrees to the following:
 - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
 - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
 - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
 - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.

E. TERM OF THE AGREEMENT:

- 1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on June 30, 2022, whichever is later.
- 2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

In all documents referencing the CDBG Project the Grantee agrees to insert the following language, to the fullest extent possible, and submit a copy to the City: “-funded by the City of Great Falls CDBG Program.”

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT:

1. The Grantee agrees to provide the City with the following documents (if applicable) before any funds are disbursed by the City:
 - a. This signed Community Development Block Grant Agreement;
 - b. Grantee's Articles of Incorporation;
 - c. Grantee's tax-exempt status certification;
 - d. Grantee's by-laws or other such operational information;
 - e. Any other pertinent information which the City requests; and
 - f. Any Grantee lease agreements.
2. The Grantee shall comply with the current requirements and standards, in effect to the date of this agreement, of 2 *CFR, Part 200* and containing reference to 2 *CFR, Part 230, "Cost Principles for Non-Profit Organizations"* or 2 *CFR, Part 220, "Cost Principles for Educational Institutions,"* as applicable, and with the following Attachments to 2 *CFR, Part 215*:
 - (1) "Financial Reporting";
 - (2) "Bonding and Insurance";
 - (3) "Retention and Custodial Requirements for Records";
 - (4) "Standards for Financial Management Systems";
 - (5) "Monitoring and Reporting Program Performance";
 - (6) "Property Management Standards"; and
 - (7) "Procurement Standards".

B. DOCUMENTATION AND RECORD-KEEPING:

1. The Grantee agrees to maintain all records required by the Federal regulation specified in 24 *CFR Part 570.506*, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - d. Financial records as required by 24 *CFR Part 570.502*, and 2 *CFR Part 200*; and
 - e. Other records necessary to document compliance with Subpart K of 24 *CFR 570*.

2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before July 31, 2022, and will cover the period from June, 2021 through June 30, 2022 unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

The Grantee agrees that this CDBG activity, as proposed, generates no program income as defined in *24 CFR 570.500(a)* and therefore, the requirements of *24 CFR 570.504* are not applicable to this project. This paragraph does not nullify any of the requirements described in Section 2-D of this Agreement.

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City.

3. Progress Reports

The Grantee shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

D. PROCUREMENT:

1. Federal Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of *2 CFR Part 215.40*, Procurement Standards.

2. Compliance

The Grantee agrees to comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided therein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

E. OTHER PROGRAM REQUIREMENTS:

1. The Grantee shall carry out the activities under this contract in compliance with all Federal laws and regulations as described in *24 CFR 570 Subpart K*:

- (1) 570.600, General;
- (2) 570.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99;
- (3) 570.602, Section 109 of the Act;
- (4) 570.603, Labor Standards;
- (5) 570.604, Environmental Standards;
- (6) 570.605, National Flood Insurance Program;

- (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
- (8) 570.607, Employment and Contracting Opportunities;
- (9) 570.608, Lead-Based Paint;
- (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
- (11) 570.610, Uniform Administrative Requirements and Cost Principles;
- (12) 570.611, Conflict of Interest;
- (13) 570.612, Executive Order 12372; and
- (14) 570.613, Eligibility Restrictions for Certain Resident Aliens;
- (15) 570.614, Architectural Barriers Act and the Americans with Disabilities Act; and except that:
 - (i) The Grantee does not assume the City's environmental responsibilities described in 570.604; and
 - (ii) The Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance

Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment, because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination.

B. AFFIRMATIVE ACTION:

1. W/MBE

The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract.

2. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized

Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. EEO Statement

The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee, state that it is an Equal Opportunity Employer under the provisions of 24 CFR 570.607(a).

4. Subcontract Provisions

The Grantee will include the provisions of the above paragraphs regarding Civil Rights and Affirmative Action in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors. City will monitor all subcontracts/agreements to verify that Grantee is in compliance.

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

- a. This requirement applies for all contractors engaged under contracts in excess of \$2,000 and shall apply to residential properties only if such property contains no less than 8 units; for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract. The Grantee shall maintain and obtain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of the paragraph.

2. Section 3 Clause

The Grantee affirms that to the maximum extent possible it will employ local (Section 3) contractors on any projects using CDBG funds (under the provisions of 24 CFR 135).

All Section 3 covered contracts shall include the following terms (referred to as the Section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3, is to ensure that employment and other economic opportunities generated by HUD

assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees, and applicants for training and employment positions, can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- e. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- f. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that, to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

D. CONDUCT:

1. Assignability

The Grantee shall not assign this contract or any of the payments that become due without the written consent of the City.

2. Subcontracts

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such an agreement.

a. The City will monitor all subcontracted services to assure contract compliance.

b. The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. The Grantee shall undertake procedures to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of contracts and subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Conflict of Interest

Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement, either for themselves or their family, during their tenure or for one year thereafter. In its entirety:

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318, shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition

and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project,

taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

4. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in *24 CFR 570.200(j)*. The Grantee hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

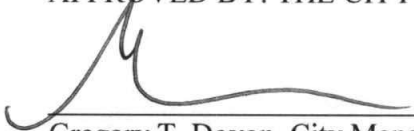
5. Political Activities and Lobbying

The Grantee agrees that under *24 CFR 507.207*, the following activities will not be assisted with CDBG funds:

- a. Buildings or portions thereof, used for the general conduct of government as defined at § 570.3(d);
- b. General government expenses; and
- c. Political activities.

- d. The Grantee certifies, to the best of his or her knowledge and belief, that:
- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by section 1352, Title 31, U.S. Code.

APPROVED BY: THE CITY OF GREAT FALLS:



Gregory T. Doyon, City Manager

DATE: 4.9.21

ATTEST:
(Seal of the City)


Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney*

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

APPROVED BY: GREAT FALLS FIRE RESCUE



Jeremy Jones, Fire Chief



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: 2020 E-450 Life Line Ambulance

From: Jeremy Jones

Initiated By: Great Falls Fire Rescue

Presented By: Jeremy Jones, Fire Chief

Action Requested: Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one 2020 E-450 Life Line Ambulance from Hughes Fire Equipment of Spokane, Washington, through H-GAC (Houston-Galveston Area Council) for \$288,668.00.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission approve the purchase of one 2020 E-450 Life Line Ambulance from Hughes Fire Equipment of Spokane, Washington for a total of \$288,668.00.

Summary: Great Falls Fire Rescue was awarded a Community Development Block Grant (CDBG) for \$355,042.00 to purchase a New Life Line Ambulance and EMS equipment to serve the area of Fire District #1. Currently our department only has one ambulance that is available to the citizens of Great Falls. When it is placed out of service for maintenance or mechanical issues, GFFR loses the capability of providing surge capacity transport of medical patients in our community. This new Ambulance would be placed in service for the residents in Fire District #1 and would provide backup if our other ambulance is out of service.

Background:

Purpose

Acceptance of the CDBG grant will fund the purchase of one Ambulance to be stationed and utilized at Fire Station #1. This fire station fields the highest volume of service calls within the community and also serves the highest number of LMI residents of the City's four fire stations. Our current Ambulance is assigned to Fire Dist. #4 and will remain our primary surge capacity transporting unit. With the ever-increasing call volume in our community, we will have the availability to transport the citizens of Fire District #1 when no private ambulances are available to perform the work. The Ambulance procurement falls into an eligible grant category as determined by both the City's Consolidated Plan and Annual Action

Plan - Public Improvements. It is also a necessity to carry out lifesaving and safety calls within the Fire Station #1 service area.

Significant Impacts

As a condition of this contract, Great Falls Fire Rescue will be required to house and utilize the engine at Fire Station #1. This is a stipulation of eligibility and a federal requirement to ensure that LMI individuals are given life safety services within the designated service area.

Evaluation and Selection Process

On November 3, 2015 the City Commission approved a Cooperative Purchasing Agreement with H-GAC. The H-GAC Cooperative Purchasing Group is over 30 years old and has over 58 members in the Pacific Northwest alone. The group has significant group purchasing capability to negotiate favorable pricing. The H-GAC Cooperative utilizes a competitive bidding process that meets Montana State MCA section 7-5-2301 procurement standards and requirements. Participation in the program allows the City to get the best price on equipment based on the buying power of H-GAC. The purchasing group is better able to negotiate lower prices than any single member based on economies of scale and up front pricing discounts. The City also receives the exact equipment as specified from a manufacturer of their choice. Utilizing this program reduces the workload of City staff in the time and effort associated with the bid/proposal process.

Conclusion

The bid specifications from H-GAC meet specifications for the Ambulance.

Fiscal Impact: The 2020 E-450 Life Line Ambulance is a company demonstrator model. Great Falls Fire Rescue was awarded a CDBG grant for the entire purchasing price of \$288,688.00 for the 2020 E-450 Life Line Ambulance. The remaining CDBG grant allocation will be used to purchase EMS equipment to make the Ambulance completely self-sustainable for Emergency Services delivery. No fiscal impact will result to either the City of Great Falls general fund or Great Falls Fire Rescue operating budget.

Alternatives: The City Commission could vote to reject the purchase of the 2020 E-450 Life Line Ambulance and continue to have no reserve Ambulance to handle surge capacity transport during times no ambulances are available to the EMS system.

Concurrences: This project's funding was made possible by the City of Great Falls Planning and Community Development Department CDBG granting program.

Attachments/Exhibits:

Hughes Fire Equipment Proposal Price
Life Line Victory liner spec sheet
Life Line CAD sheet



June 14, 2021

Great Falls Fire Rescue, MT
One (1) E-450 SD Cutaway Van Victoryliner Life Line Type 3 Demo 491821SD
Build Location: Sumner, Iowa

Proposal Price (FOB Caldwell, ID) \$ 235,017.00

Optional Items:

HFE to supply Powerload system	26,460.00
HFE to install Powerload system	750.00
HFE to supply Powerload Gurney	24,657.00
HFE to deliver (Caldwell, ID to Great Falls, MT)	1,784.00

Proposal Price including all optional items \$ 288,668.00

Terms:

Delivery: This unit is currently in the field and would be available for delivery within 45 to 75 days of contract execution. Upon contract execution the unit will be transport to Caldwell, ID HFE service facility for a pre-delivery inspection and and customer inspection. This time does not include any possible delays that may be caused by national disasters or pandemic.

Stock/Demo Units:

- a. This stock unit is available on a first come / first serve basis.

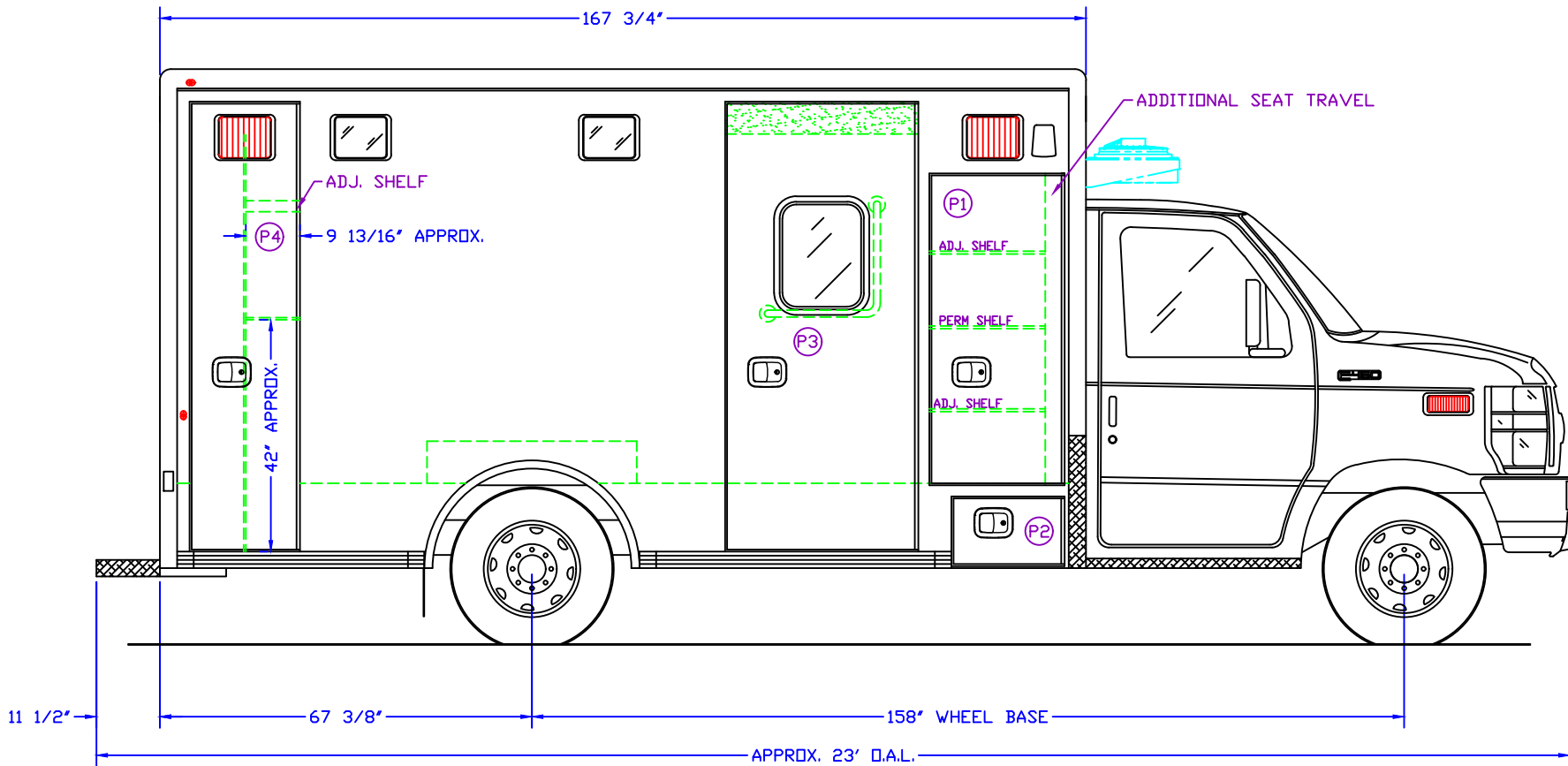
Payment Terms: Payment is due at contract execution. Final payment including any changes are due prior to the unit leaving the Caldwell, ID facility and before delivery.

Performance Bond: A performance bond is not included in the above pricing.

Transportation: Transportation of the apparatus to be professional transported from the dealer in New Holland, PA to HFE Shop in Caldwell, ID is included in the above pricing.

Inspection Trip: One (1) inspection trip for two (2) fire department customer representatives is included in the above pricing. The inspection trip will be scheduled at a time mutually agreed upon between the manufacture's representative and the customer. Airfare, lodging and meals are included. If the Department elects to forgo an inspection trip \$1,600.00 per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc.**



CURB SIDE

COMPT.	INTERIOR HEIGHT	PASS-THRU HEIGHT	INTERIOR WIDTH	PASS-THRU WIDTHS	DEPTH	DESCRIPTION	DRAWING NO: LLNC-SDE
P1	55 1/2"	54 1/2"	22"	19 1/2"	26"	IS/OS STORAGE	
P2	11 5/8"	10 5/8"	20"	18 1/2"	19 1/4"	BATTERY TRAY	DRAWN BY: J.P.
P3	72 1/4"	79 1/2"	34 1/2"	30"	12 3/4"	SIDE ENTRY DOOR	DATE: 12/16/13
P4	80 1/2"	79 1/2"	19 1/2"	15"	20 7/8"	BB / STAIR CHAIR STORAGE	SCALE: 1"=32"
							REVISION(S): 05/02/14-5/22/14, 1/4/16 GM 7/11/17 GM, 12/21/18 GM



LIFE LINE
EMERGENCY VEHICLES
1 Life Line Dr.
Sumner, IA 50674

P.O. Box 299
Sumner, IA 50674

FOR DRAWING APPROVAL
APPROVED BY: _____
TITLE: _____
DATE: _____

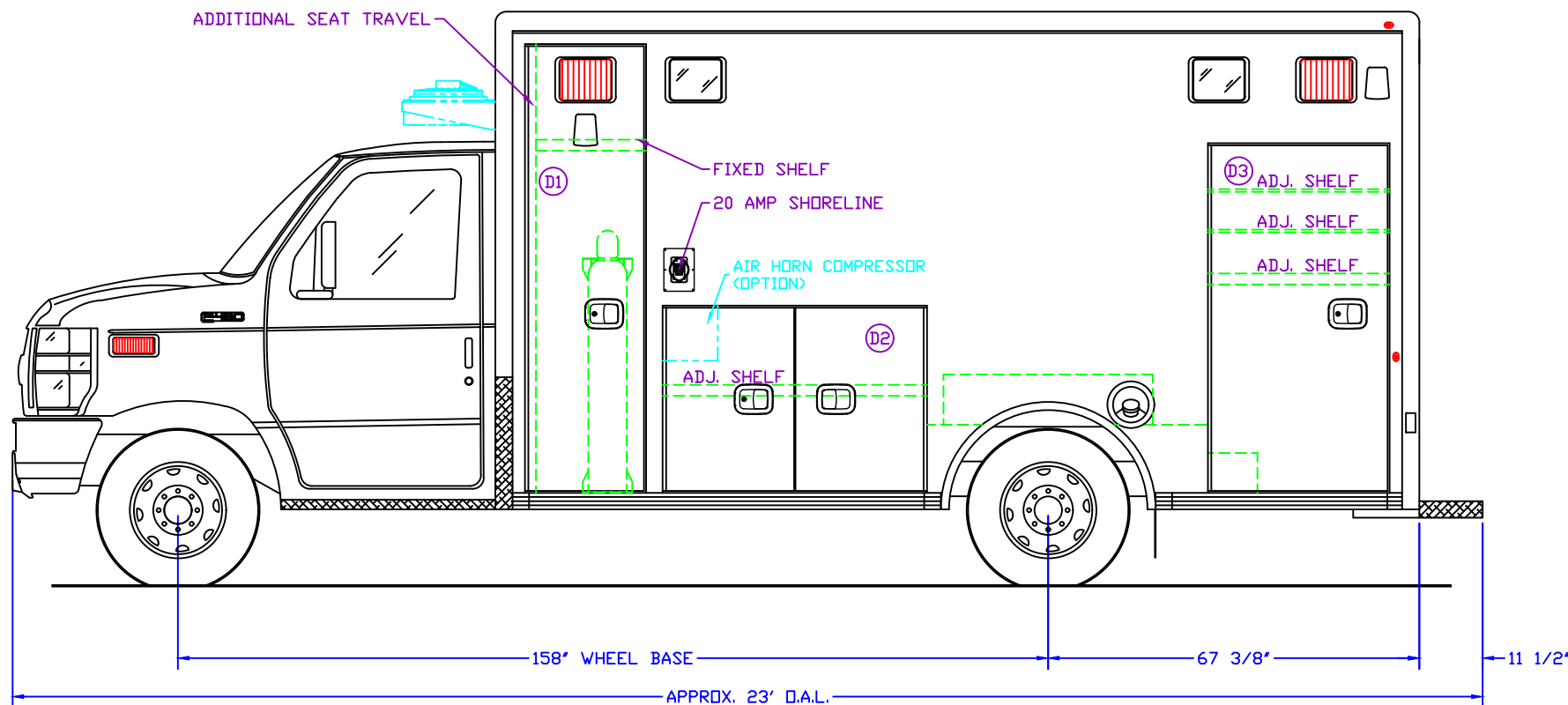
167" TYPE III SUPERLINER, 72" HEADROOM
FOR LIFE LINE NON-CUSTOM AMBULANCE

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

Tolerances:
Ang. Tol: ±1°
Dim. Tol: ±1"

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51



STREET SIDE

COMPT.	INTERIOR HEIGHT	PASS-THRU HEIGHT	INTERIOR WIDTH	PASS-THRU WIDTHS	DEPTH	DESCRIPTION	DRAWING NO: LLNC-SDE
D1	80 1/2"	79 1/2"	19 1/2"	17"	19 1/4"	O2 STORAGE	
D2	33"	32"	47 1/2"	40"	19 1/4"	STORAGE	DRAWN BY: J.P.
D3	62 1/2"	61 1/2"	32 1/2"	28"	19 1/4"	STORAGE	DATE: 12/16/13
							SCALE: 1"=32"
							REVISION(S): 6/16/14 GM, 7/14/14 CL, 1/4/16 GM 12/21/18 GM

NOTE:SHIP SPARE TIRE LOOSE


FOR DRAWING APPROVAL

APPROVED BY: _____

TITLE: _____

DATE: _____

167" TYPE III SUPERLINER ,72" HEADROOM
FOR LIFE LINE NON-CUSTOM AMBULANCE



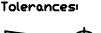
LIFE LINE

EMERGENCY VEHICLES

1 Life Line Dr. P.O. Box 299
Sumner, IA 50674 Sumner, IA 50674

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

Tolerances:

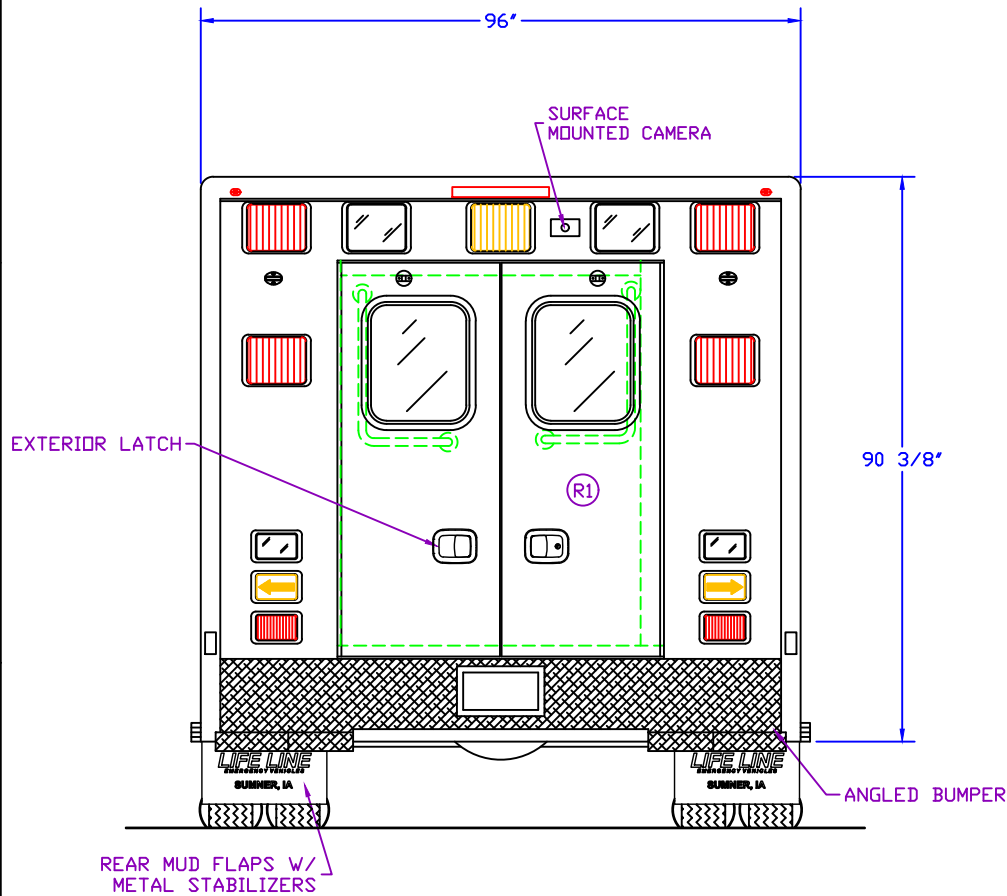


Third Angle Projection (ANSI)

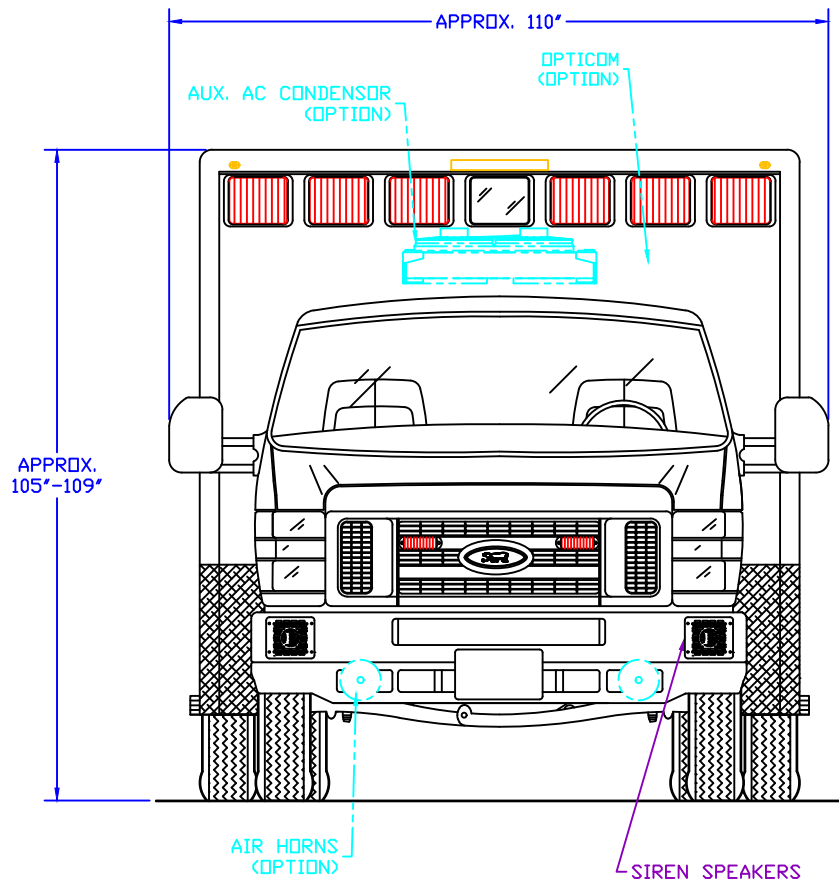
Ang. Tol. ±1°
Dim. Tol. ±1"

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52



REAR



FRONT

COMPT.	INTERIOR HEIGHT	PASS-THRU HEIGHT	INTERIOR WIDTH	PASS-THRU WIDTHS	DEPTH	DESCRIPTION	DRAWING NO: LLNC-SDE
R1	72 1/4"	60"	48"	48"	---	REAR ENTRANCE	DRAWN BY: J.P.
							DATE: 12/16/13
							SCALE: 1"=32"
							REVISION(S):
							03/28/14, 1/4/16 GM, 6/28/17 GM
							12/21/18 GM



LIFE LINE
EMERGENCY VEHICLES
1 Life Line Dr. Sumner, IA 50674
P.O. Box 299 Sumner, IA 50674

FOR DRAWING APPROVAL

APPROVED BY: _____


TITLE: _____

DATE: _____

167" TYPE III SUPERLINER, 72" HEADROOM
FOR LIFE LINE NON-CUSTOM AMBULANCE

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

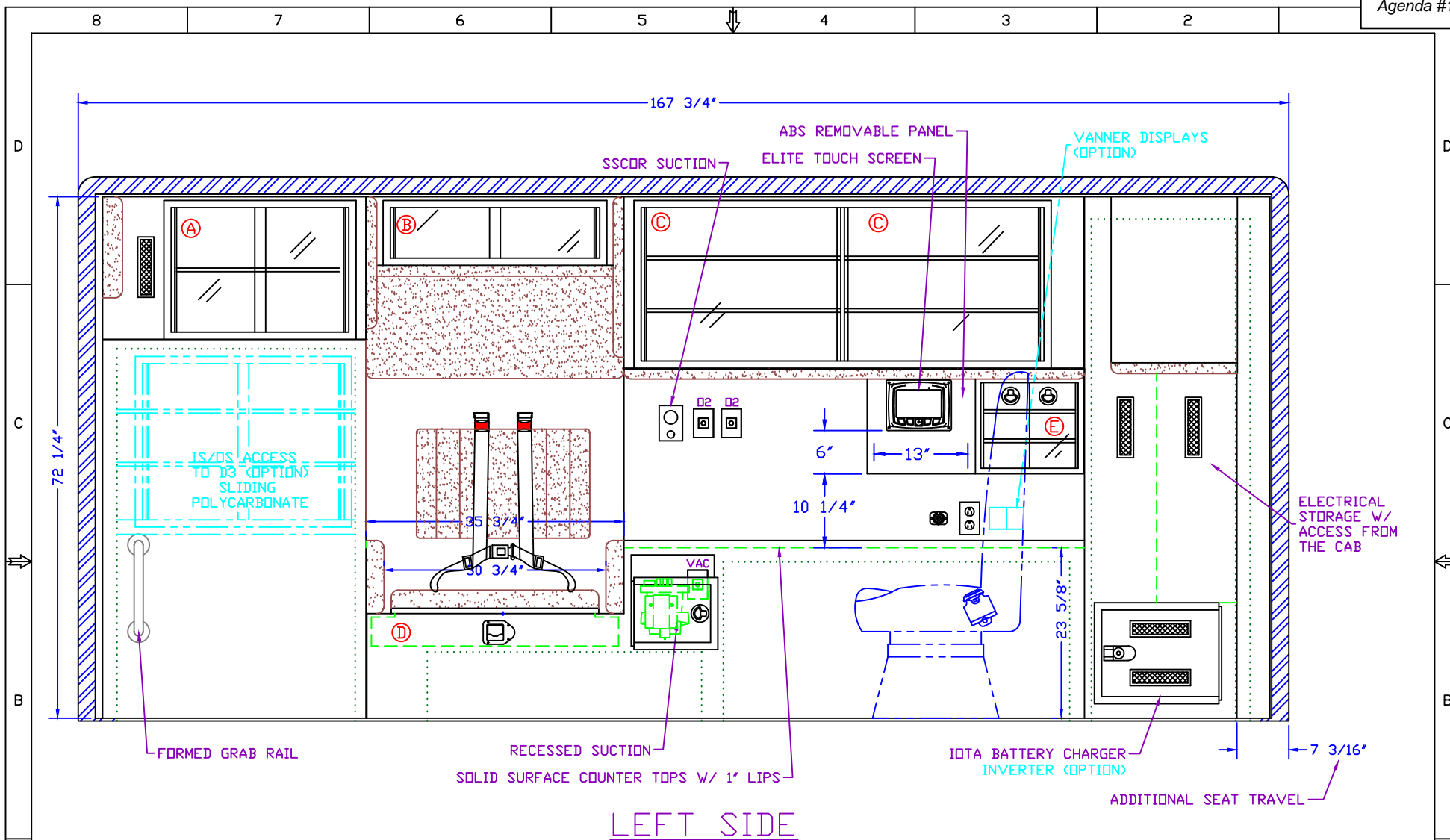
Tolerances:

 Third Angle Projection (ANSI)

Ang. Tol.: ±1°
Dim. Tol.: ±1"

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53



CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE	DRAWING NO: LLNC-SDI
A	18 3/4"	27"	18 1/4"	STORAGE	SLIDING POLYCARBONATE	DRAWN BY: J.P.
B	8 1/4"	30"	10"	STORAGE	SLIDING POLYCARBONATE	DATE: 12/16/13
C	22 3/4"	28"	15 1/4"	STORAGE	SLIDING POLYCARBONATE	SCALE: 1"=19.5"
D	4"	34 1/4"	20 1/4"	STORAGE	TOP HINGED LID	REVISION(S): 05/05/14, 6/16/14 GM, 12/24/14 1/4/16 GM, 6/28/17 GM, 12/21/18 GM
E	11 3/4"	13 1/2"	6"	STORAGE	SIDE HINGED UNFRAMED POLY	



LIFE LINE
EMERGENCY VEHICLES
1 Life Line Dr. P.O. Box 299
Sumner, IA 50674 Sumner, IA 50674

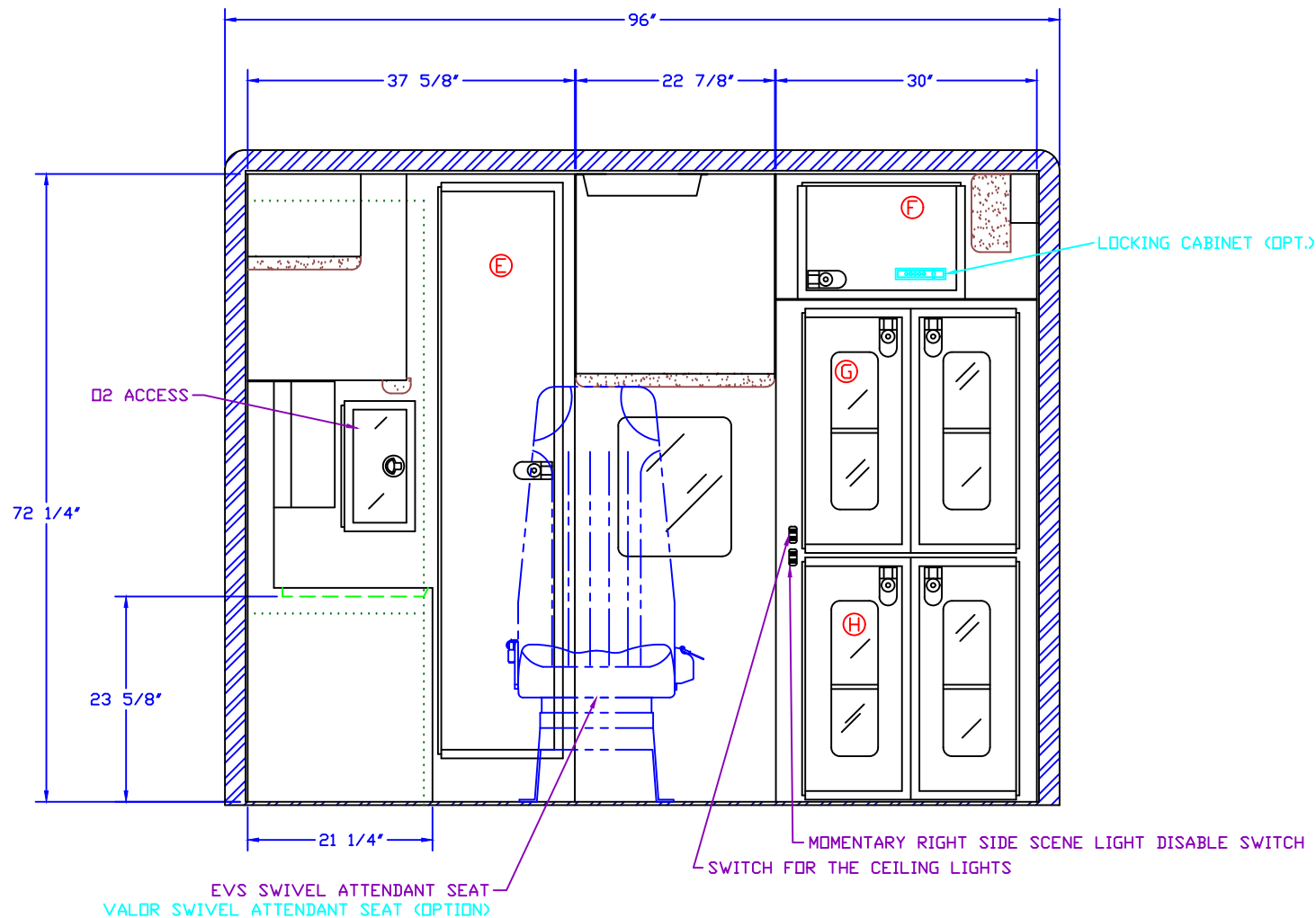
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Tolerances:
Third Angle Projection (ANSI)
Ang. Tol: ±1°
Dim. Tol: ±1"

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FOR DRAWING APPROVAL
APPROVED BY: _____
TITLE: _____
DATE: _____

**167" TYPE III SUPERLINER, 72" HEADROOM
FOR LIFE LINE VICTORYLINER AMBULANCE**



FRONT VIEW

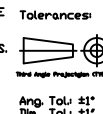
CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE
E	71 1/4"	16"	9"	ELECTRICAL	SIDE HINGED SOLID SURFACE
F	13 3/8"	20"	18"	STORAGE	TOP HINGED SOLID SURFACE
G	28 3/4"	26"	22"	IS/OS STORAGE	SIDE HINGED SOLID W/ POLY INSERTS
H	28"	26"	22"	IS/OS STORAGE	SIDE HINGED SOLID W/ POLY INSERTS

DRAWING NO:	LLNC-SDI
DRAWN BY:	J.P.
DATE:	12/16/13
SCALE:	1"=19.5"
REVISION(S):	05/05/14-05/22/14, 12/24/14 7/11/17 GM, 12/21/18 GM



LIFE LINE
EMERGENCY VEHICLES
1 Life Line Dr. P.O. Box 299
Sumner, IA 50674 Sumner, IA 50674

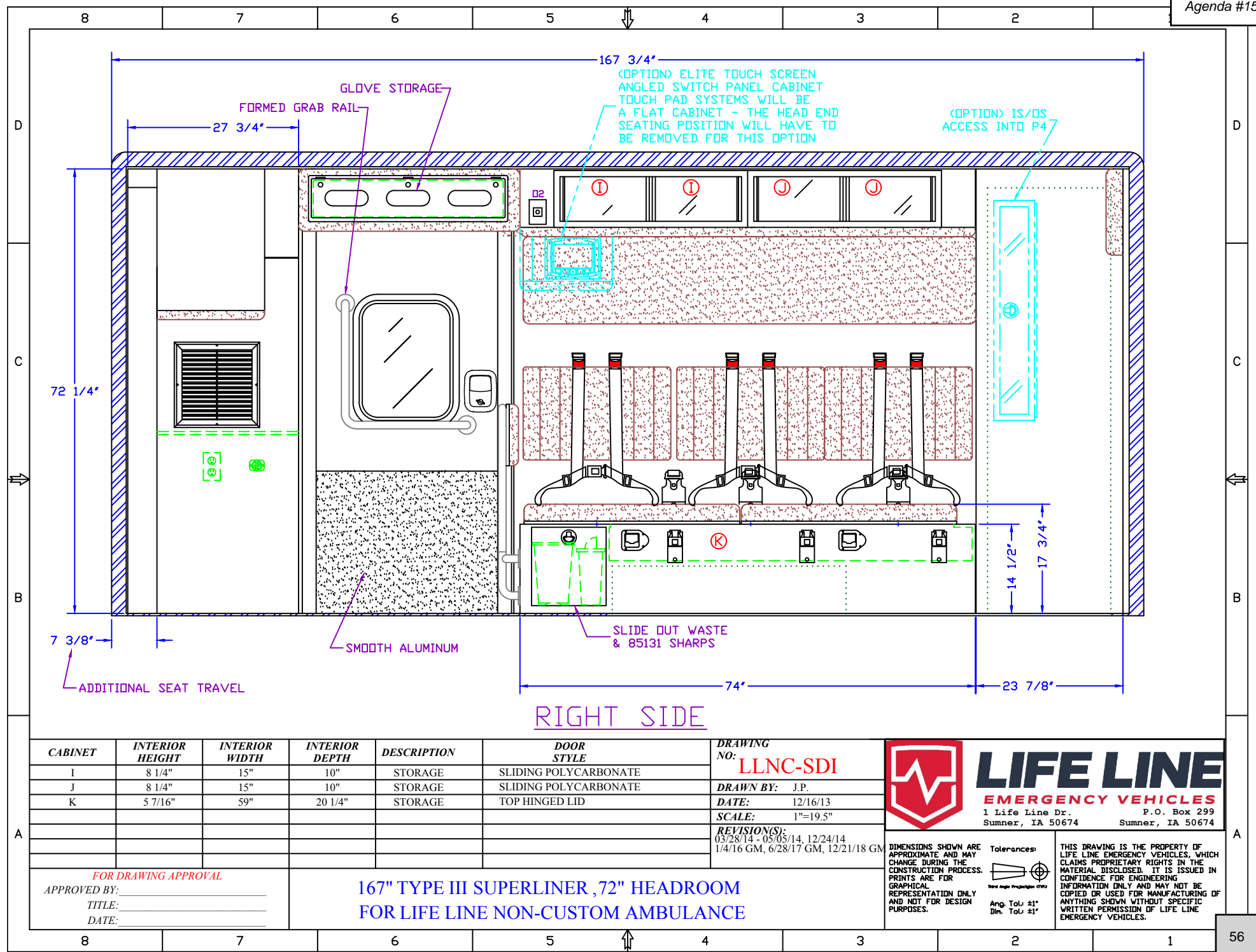
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FOR DRAWING APPROVAL
APPROVED BY: _____
TITLE: _____
DATE: _____



167" TYPE III SUPERLINER, 72" HEADROOM
FOR LIFE LINE NON-CUSTOM AMBULANCE



FORMED "A" BAR
W/SHARPS & WASTE

AREA FOR MOUNTING A CLOCK (OPT.)

REAR VIEW

CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE	DRAWING NO: LLNC-SDI
						DRAWN BY: J.P.
						DATE: 12/16/13
						SCALE: 1"=19.5"
						REVISION(S):
						05/05/14, 12/24/14, 1/4/16 GM 6/28/17 GM, 12/21/18 GM
<div>FOR DRAWING APPROVAL</div> <div>APPROVED BY: _____</div> <div>TITLE: _____</div> <div>DATE: _____</div>						<div><div>LIFE LINE EMERGENCY VEHICLES 1 Life Line Dr. Sumner, IA 50674</div><div>P.O. Box 299 Sumner, IA 50674</div></div> <div><div>DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.</div><div><div>Tolerances:</div><div>Third angle projection only</div><div>Ang. Tol: ±1° Dim. Tol: ±1"</div></div><div>THIS DRAWING IS THE PROPERTY OF LIFE LINE EMERGENCY VEHICLES, WHICH CLAIMS PROPRIETARY RIGHTS IN THE MATERIAL DISCLOSED. IT IS ISSUED IN CONFIDENCE FOR ENGINEERING INFORMATION ONLY AND MAY NOT BE COPIED OR USED FOR MANUFACTURING OR ANYTHING SHOWN WITHOUT SPECIFIC WRITTEN PERMISSION OF LIFE LINE EMERGENCY VEHICLES.</div></div>
<div>167" TYPE III SUPERLINER, 72" HEADROOM FOR LIFE LINE NON-CUSTOM AMBULANCE</div>						

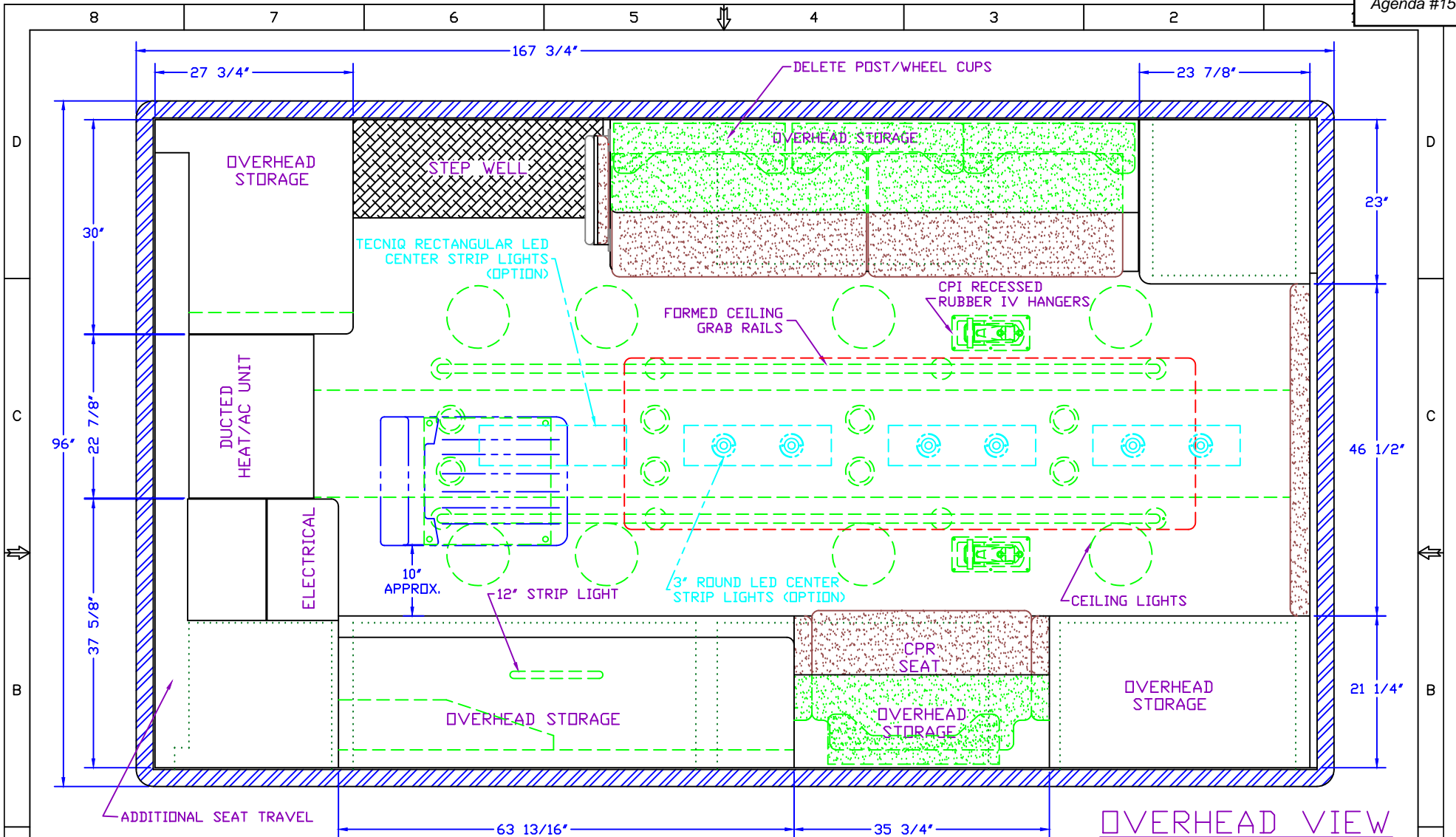


LIFE LINE
EMERGENCY VEHICLES
1 Life Line Dr. P.O. Box 299
Sumner, IA 50674 Sumner, IA 50674

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Tolerances:
Hole Angle Perpendicularity 0.010
Ang. Tol: ±1°
Dim. Tol: ±1"

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CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE

DRAWING NO:	LLNC-SDI
DRAWN BY:	J.P.
DATE:	12/16/13
SCALE:	1"=19.5"
REVISION(S):	05/05/14-5/22/14, 12/24/15 L.M. 6/28/17 GM, 7/11/17 GM, 12/21/18 GM

LIFE LINE

EMERGENCY VEHICLES

1 Life Line Dr. P.O. Box 299
Sumner, IA 50674 Sumner, IA 50674

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Tolerances:
Hole Angle Perpendicular 0.005
Ang. Tol: ±1°
Dim. Tol: ±1°

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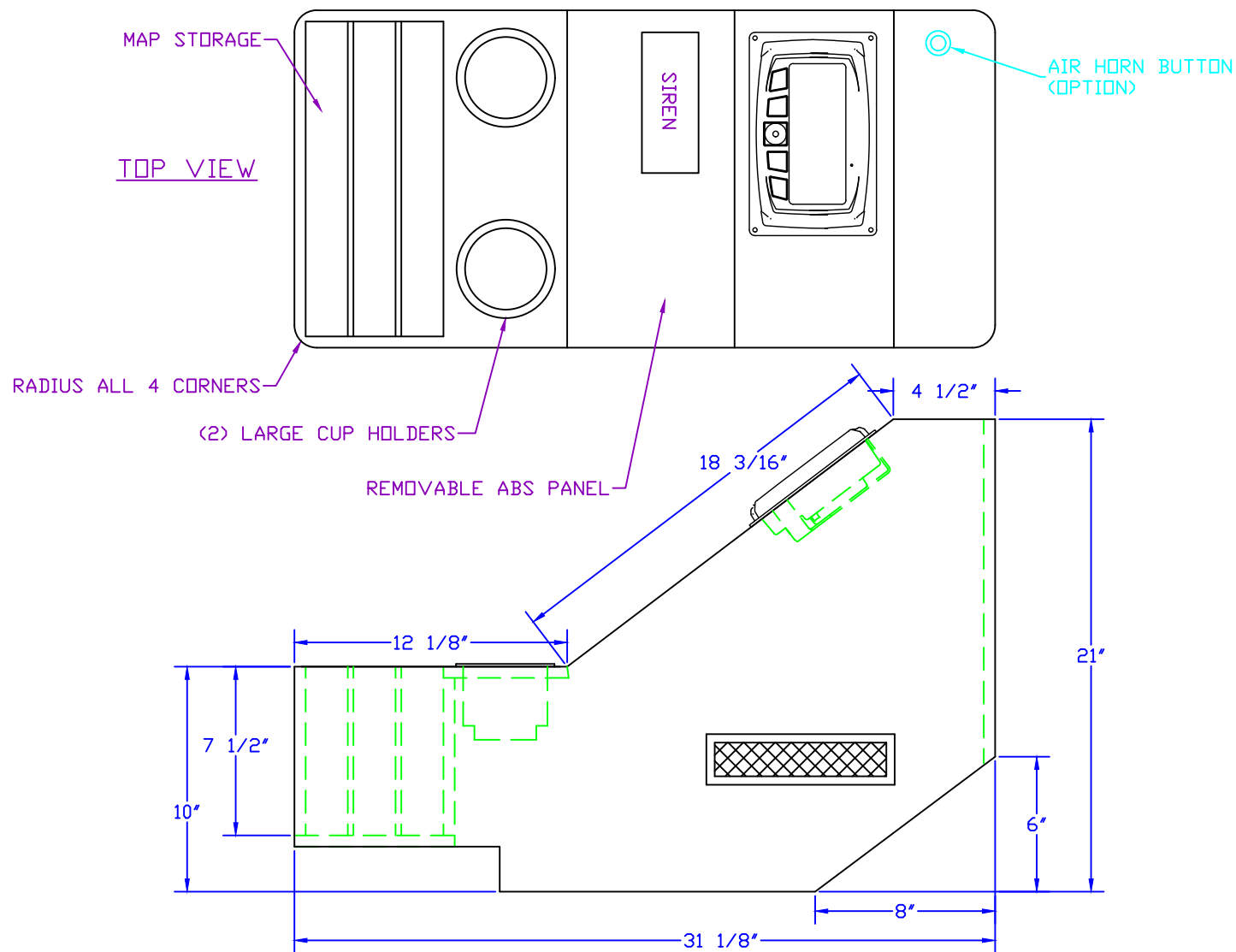
FOR DRAWING APPROVAL

APPROVED BY: _____

TITLE: _____

DATE: _____

**167" TYPE III SUPERLINER, 72" HEADROOM
FOR LIFE LINE NON-CUSTOM AMBULANCE**



FORD E-SERIES

DRAWING NO: LLNC-CON

DRAWN L.M.

DATE: 12/16/13

SCALE: NTS

REVISION(S):
05/23/13, 6/3/13 GM, 1/4/16 GM
12/21/18 GM

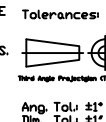


LIFE LINE
EMERGENCY VEHICLES

1 Life Line Dr.
Sumner, IA 50674

P.O. Box 299
Sumner, IA 50674

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167" TYPE III SUPERLINER, 72" HEADROOM
FOR LIFE LINE NON-CUSTOM CONSOLE

FOR DRAWING APPROVAL

APPROVED BY: _____
TITLE: _____
DATE: _____



LIFE LINE
EMERGENCY VEHICLES

Quote SO

10-8 Emergency Vehicle Service
Michael Putnam
501B East Main Street
New Holland, PA 17557
717-354-9221
717-355-9196

10-8 Emergency Vehicle Service
Michael R. Putnam
501-B East Main Street
New Holland, PA 17557
717-354-9221
717-355-9196
michaelp@10-8evs.net

Exp. Date: 10/02/2020
Quote No: MP-0003
Job/Order No: OPEN21SD
BODY: VICTORY B 167" VICTORYLINER TYPE III

04/26/2021

Page 1

PART NO	S	DESCRIPTION	QTY	ID
		MASTER PARTS REVISION DATE (Start 07-07-20 to 10-07-20)	1	LLE
00-00-0700		>>>SHOP COPY DATE - FACTORY USE ONLY<<<	1	LLE
		Date Order Placed By Dealer:		
		9-2-20		
		Draft Work Order Process Date:		
		1st Dealer Draft Date:		
		Final Dealer Draft Date:		
		Sign-Off Date:		
		Parts/Drafting/Paint:		
		Shop Release Date:		
		SFD:		
00-00-0800		Customer Contact Person (Required For Factory Use)	1	LLE
		Specify Name And Number:		
		10-8 EVS		
		Michael Putnam		
		570-262-5406		

04/26/2021

PART NO	S	DESCRIPTION	QTY	ID
		michaelp@10-8evs.net		
00-00-3015		Sales Rep: Michael Putnam 570-262-5406 10-8 Emergency Vehicle Service	1	LLE
00-00-FL00		Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1	LLE
00-00-FN00	< >	Specify FORD Fleet Number If Available (FORD Chassis Only) Specify FIN Number:T.B.A. If Available.	1	LLE
00-00-PU00		Specify Previous Unit Number: (FACTORY USE ONLY) ***BODY STYLE***	1	LLE
00-01-3700	< >	167" x 96" VICTORYLINER TYPE III BODY With Wide Aisle Width.	1	LLE
15-01-8500	--	Cab To Module Sliding Door ***CHASSIS***	1	LLE
10-00-0100		Chassis VIN Number: (FACTORY USE ONLY)	1	LLE
10-00-1501		2021 Ford E-450 SD Cutaway Van (Gas V8 Engine) With Standard Ford O.E.M. 3-Year/36,000 Mile Warranty. Includes Rubber Floor As Standard.	1	LLE
10-00-5920	--	Liquid Spring Suspension Kit For Ford E-Series	1	LLE
		ALL WARRANTY ISSUES/CLAIMS GO TO THE INSTALLER Installed by: Al Meyer - 563-578-8650 Please Contact Him For Any Warranty Or Install Questions.		
10-03-8200	--	Add Auto Dump Feature To Rear O.E.M. Lowering Suspension System w/"OS" Light Wire Circuit To Auto Dump From The Secondary Rear Door Switch. Includes: ON/OFF Safety Switch On Inner Primary Rear Door Panel. Whelen Red "OS" System Dumped Warning Light On Front Console. Neutral Safety Circuit (Will Not Dump In Drive Gear). (THIS FEATURE NOT ON LIQUID SPRING)	1	LLE
60-01-4000	<	-- Federal Signal ES100C Thru Bumper Speakers (E-Series) "F" Guard Cover Included	1	LLE
10-01-3400	<	**FACTORY USE ONLY** Spare Chassis Keys And Owner's Manual Present.	1	LLE
10-01-5500	>	IPD/Roadmaster Rear Sway Bar	1	LLE
10-01-7500	< >	Real Wheels Stainless Steel Wheel Covers Includes Air Max Valve Extenders.	1	LLE

04/26/2021

Page 3

PART NO	S	DESCRIPTION	QTY	ID
10-01-9500		Ship The Spare Tire Loose	1	LLE
10-02-1100	< >	E-Series O.E.M. Door Mirrors Dual Powered Trailer Tow Mirrors.	1	LLE
10-02-3500		O.E.M. AM-FM Radio W/Cab Speakers	1	LLE
10-02-5000		Low Voltage Throttle Manager	1	LLE
10-02-5700		Hand Held Cab Spot Light 12 volt outlet included. Specify location for the outlet. Rear face of center console	1	LLE
10-03-0000		Large Custom Floor Console (See Drawings)	1	LLE
10-03-0030		Add Sun Visor To Front Control Panel Screen	1	LLE
10-03-8500	<	Dual Matched Batteries In Slide Out Compartment Standard Group 65 Batteries.	1	LLE
10-04-3500		Owner's Manual (1 Included With Unit)	1	LLE
10-04-7500		Cab Audible Alarm (Ea) Specify Function: Alarm To Sound When The Unit Is Placed Into A Drive Gear And Parking Brake is Set. Alarm To Sound When The Unit Is Placed Into A Drive Gear And Compartment Door is Open	2	LLE
		MODULAR BODY TYPE III	1	LLE
15-01-1700		Victoryliner KKK Package Thru Change Notice 11 Includes: Upgraded Vinyl 40oz or better (2)-5# Fire Extinguishers Oxygen Wrench Lock on Cab to Module Door or Window, lockable from cab side Meet Federal K-Spec Up Thru Change Notice 11 Includes Weight Stickers On All Interior Cabinets And Shelves	1	LLE
15-01-5000	>	Standard 72" Finished Headroom	1	LLE
15-01-6500	< >	Bulkhead Wall Recessed Additional 3" With A Total Of 6" Recessed Area.	1	LLE
15-02-0000		Standard Perko Body Intake And Exhaust Vents (3-STD)	1	LLE
15-02-1600	<	1 Piece Stainless Steel Wheel Well Trim Rings (Small) 18.75" radius for Ford E-Series/F-Series, Dodge, Chevy G-Series, CK and TerraStar	1	LLE
15-02-2500		Standard Cast Fuel Fill Housing	1	LLE
		MODULE DOORS AND WINDOWS	1	LLE
20-00-0100	<	2 Red Reflectors On Each Module Entry Door One Mounted At The Top And One Mounted At The Bottom.	1	LLE
20-00-0500	<	Combination Extruded/Pan Formed Module Entry Doors With Clean Seal #50512 Door Gaskets.	1	LLE

04/26/2021

PART NO	S	DESCRIPTION	QTY	ID
		Includes Stainless Steel Sill Plates. Non-Slip Tape on Side Entry Sill Plate		
20-01-0000	<	Full Height Side Entry Door With Gas Style Hold-Open Position The Hold-Open At 90 Degrees.	1	LLE
20-01-1000		Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1	LLE
20-01-2500		Sliding Side Entry Door Window (Standard Tint) Sliding Window With Screen.	1	LLE
90-01-4120		-- Install Electronic Smart Tint On Rear Entry Door Windows	1	LLE
20-01-3500		Rear Doors With Grabber Style Hold-Opens	1	LLE
20-01-5400	< >	Fixed Rear Entry Door Windows (Bronze Tint) With Bronze Tint Option.	1	LLE
20-01-9010		Exterior Assist Handles On Side Or Rear Entry Door Not Included (Victoryliner) Specify Deletion Location: All entry doors.	1	LLE
20-02-0000		Tri-Mark 030-18 Free Float Handles with Chrome Exterior And Black Pocket	1	LLE
20-02-1500		Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1	LLE
20-02-1600	<	Secondary Door Release Latches On All Entry Doors (3) L04025 Label LH Arrow (3) L04026 Label RH Arrow	1	LLE
20-02-2500		Shielded Cable Activated Module/Compartment Door Latches	1	LLE
20-02-3500		Cage Nuts On All Door Panels	1	LLE
20-02-4100	>	Smooth Aluminum Plate Lower Module Entry Door Trim Panels	1	LLE
20-02-6000	< >	Diamond Plate Side Entry Door Stepwell W/Sealed Seam Edges TYPE 1'S WILL HAVE DUAL SIDE ENTRY STEP STANDARD E & G Series with 3" Lower Skirt Specified will have Dual Side Entry Step	1	LLE
		EXTERIOR COMPARTMENTS	1	LLE
25-00-0100	<	SPECIAL NOTE TO DEALER Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	LLE
25-00-0200	<	2 Red Reflectors On Each Full Height Compartment Door One Mounted At The Top And One Mounted At The Bottom. One Reflector Mounted On Each Standard Height Compartment Door.	1	LLE
25-00-0500	<	Combination Extruded/Pan Formed Compartment Doors With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted. Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1	LLE

04/26/2021

PART NO	S	DESCRIPTION	QTY	ID
25-00-0610	>	Smooth Aluminum Plate Exterior Compartment Door Panels	1	LLE
25-01-0000		Magnetic Compartment Door Switches	1	LLE
25-01-1000		Polyurethane Compartment Lining-Standard Gray	1	LLE
25-01-2500	< >	Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights	1	LLE
		One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard.		
		The Standard Light Lengths Used Are:		
		18" E22140		
		31.5" E22141		
		54" E22145		
		72" E22149		
25-01-3300		Black Texture Coated Aluminum Exterior Compartment Vents	1	LLE
25-04-3510		Full Height Victoryliner Curbside Front IS/OS Compartment P-1	1	LLE
25-04-5500	<	1 Fixed And 2 Adjustable IS/OS Compartment PVC Shelves (1) Adjustable In The Upper Section. (1) Adjustable In The Lower Section.	1	LLE
25-04-7000		Cabinet Liner Lined Walls In The IS/OS Compartment	1	LLE
25-04-8010		Victoryliner Curbside Front Battery Compartment P-2	1	LLE
25-05-3010		167" Victoryliner Curbside Rear Backboard Compartment P-4 Includes Fixed Vertical Divider And Horizontal Shelf. Install The Vertical Divider In The Center. Install The Horizontal Divider On The Right Side.	1	LLE
25-05-3510		Victoryliner Full Height Streetside Front Compartment D-1	1	LLE
25-05-5010		Victoryliner Streetside Double Door Intermediate Compartment D-2	1	LLE
25-06-3510		3/4 Height Single Door Streetside Rear Compartment D-3	1	LLE
25-11-8010		Smooth Aluminum Adjustable Shelf W/ Ribbed Rubber Matting (Ea) Smooth Aluminum With Standard 2" Lips. Specify Compartment: (3) D3	3	LLE
25-12-5010		Fixed Smooth Aluminum Shelf W/Ribbed Rubber Matting (Ea) Smooth Aluminum With Standard 2" Lip Specify Compartment: D1	1	LLE

04/26/2021

PART NO	S	DESCRIPTION	QTY	ID
25-12-8000		Add IS/OS Access To Exterior Compartment (Ea) Specify Compartment: D3, P4	2	LLE
REAR STEP AND BUMPER ASSEMBLY			1	LLE
30-01-0000	<	Rear Bumper With Angled Style End Caps (LOW) Includes Standard Reinforced Corner Angle Supports. Center Section And End Caps To Be At The Same Height Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate Bumper Pod To The Sub-frame	1	LLE
30-01-3500	>	Full Width Diamond Plate Rear Kick Plate	1	LLE
***IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD**			1	LLE
35-01-0000	<	One Piece Body Side Panels With Lower Impact Rails Includes Lower Impact Rails Only.	1	LLE
35-01-2000		Diamond Plate Running Boards	1	LLE
35-01-7000		Whelen T0CACCCR Surface Mounted Running Board Lights (Pr) 2" Lights Are Mounted With TFLANGEC Chrome Flanges.	1	LLE
35-01-7500	>	Rear Mud Flaps With Metal Stabilizers	1	LLE
35-01-9000		Stainless Steel Compartment And Entry Door Sill Plates	1	LLE
35-02-0000		Drip Rail Over Door (Ea.) Specify Compartment: P1, P3, P4, D1,D2, D3, R1	7	LLE
35-02-1000	<	24" High Front Stone Guards With Sealed Top Edge.	1	LLE
ELECTRICAL SYSTEM			1	LLE
40-00-0550		Elite G3 Touch Screen Electrical System Includes: (1) Front Switch Panel, (1) Rear Switch Panel. (2) Carling Switches (1) Center Strip Lights (1) Momentary Disable Switch For Curb Side Scene Lights. Standard Location Is The R.F.S. Cabinet. (1) Electric Oxygen with Regulator And Oxygen Display. Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator. (3) Power Point Studs - They Will Include A Full-time Hot, Battery On (Ignition Hot), & Ground. These Are Rated 20 AMPS Or Less. Dealer To Specify Location: Auxiliary electrical cabinet. (1) Back-Up Camera White (ASA VCMS20) (This Camera Will Always Be Displayed Thru The Elite Front Touch Screen And The Camera Head Will Be White Unless Otherwise Specified) Specify (VCMS20B) For Black Dome Lights On Low With Entry Door. (On High Is Not An Option)	1	LLE

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PART NO	S	DESCRIPTION	QTY	ID
		The R.F.S. Switch May Turn On the Dome Lights On High or the Center Strip Lights. Specify: Center Strip		
		Inverter Will Come On With Ignition Along With Button Provided On Switch Panel.		
40-01-0320		Add Second Rear Touch Pad (Elite System) Specify Mounting Location: Curbside Head of Squad Bench Flat Cabinet	1	LLE
		Includes: (1) Rear Display Screen For 02, Temp & Fan Speed		
40-01-2000	<	Reverse Activated Alarm With Momentary Auto Reset Switch ECCO #575 Alarm.	1	LLE
40-01-5000		Super Auto Eject Shoreline - 20 Amp Specify Location: Above D2 Specify Inlet Cover Color: White (Red/White/Yellow/Gray) SPECIAL NOTE ABOUT 115 VOLT CURRENT DRAW (AMPS) This Unit Has A 20 Amp Shoreline Inlet That At A Capacity Rating Of 125% Has A Maximum Amperage Load Of 16 Amps. This Unit As Ordered Has A Total 115 Volt Amp Draw Of ** Amps. This Leaves A Reserve Of ** Amps For Interior Outlets. This DOES NOT Include Any Customer/Dealer Installed Equipment.	1	LLE
40-01-6900	<	**FACTORY USE ONLY** Shoreline Inlet Adapter Plug Present.	1	LLE
40-01-7500		Shoreline On Indicator Light (Exterior) Mounted Above Or Near The Shoreline Inlet. (Red LED). Whelen "OS" Series Non-Flashing Is The Std. Light	1	LLE
40-02-3500		Vanner 20-1050 CUL 1000W Inverter With Display Includes 55 Amp Battery Charger Specify Remote Charger Display Location: Driver Side of Center Console Specify Remote Inverter Display Location: Action Area Wall Installing Displays on any part of the exterior of the unit, Voids all Warranty issues from Vanner & Life Line.	1	LLE
40-03-0000		Action Area Dual 2.1 amp USB Charger And 20 amp 12v Outlet Full Time Hot Circuit. Part #E26088	1	LLE
40-03-2000	<	R.F.S. Cabinet Dual 2.1 amp USB Charger And 20 amp 12v Outlet Mounted In The Lower Section On Wall #1. Full Time Hot Circuit.	1	LLE

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PART NO	S	DESCRIPTION	QTY	ID
40-03-6000		Action Area 125 Volt Standard Style Hospital Grade Outlet	1	LLE
40-03-7000	<	R.F.S. Cabinet 125 Volt Standard Style Hospital Grade Outlet Mounted In The Lower Section On Wall #1.	1	LLE
40-04-4000	>	Power Door Locks For Side Entry & Rear Entry Doors	1	LLE
40-04-4500		Additional Power Door Lock (Ea) Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals. Specify Compartment Location: D1, D2, D3, P1, P4	5	LLE
40-04-6000	>	Hidden Switch In Rear License Plate Housing (Unlock Only)	1	LLE
40-04-7000		Interior Body Switch For Power Door Locks (Ea) Specify Location: (1) Above The Curbside Head of Squad Bench. (1) Inside Primary Rear Entry Door.	2	LLE
40-05-1495		12 Volt Power And Ground Circuit For Flashlight (Victoryliner) Specify Location: D3 Wall #3 up high. 5amp circuit ea.	1	LLE
INTERIOR LIGHTING			1	LLE
45-01-0000		Oxygen Compartment Light	1	LLE
45-01-0500	<	Side Entry Door Stepwell 3" Round LED Light Whelen 3" Round Super-LED Surface Mounted	1	LLE
45-01-1510	<	8 Ceiling Lights Tecniq 8" LED Neutral White Frosted Dome With Chrome Trim 4-Streetside 4-Curbside TecNiq# E08-LC00-1	1	LLE
45-01-3000		12" Grote 60591 LED Action Area Light	1	LLE
45-01-7540		4-ROM 18" Rectangular DuroLumen Recessed "LED" Center Strip Lights Includes Switch In Switch Panels For Lights To Operate On 12V With HI/Lo Switch. Part #R03853 Lights Will Be On Hi With Timer Switch. Specify Switch Location: RFS	1	LLE
EXTERIOR LIGHTING			1	LLE
50-01-0001		Whelen M6 Series "LED" Stop/Tail Lights (Pr) #M6BTT Mounted Above The Rear Kick Plate.	1	LLE
50-01-6001		Whelen M6 Series "LED" Amber Turn Lights (Pr) #M6T Mounted Above The Rear M6 Series LED Stop/Tail Lights. They shall be wired to flash sequentially in the direction of the arrow	1	LLE

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PART NO	S	DESCRIPTION	QTY	ID
50-02-9000	>	C.P.I. License Plate Housing	1	LLE
50-02-9501		Whelen M6 Series LED Back-Up Lights (Pr)	1	LLE
		#M6BUW		
		Mounted Above The Rear Turn Lights Unless Otherwise Specified.		
50-03-4901		Two Reverse Activated Whelen M9LZC Rear Load Lights	1	LLE
50-03-8401		Whelen M9LZC Side Scene Lights (Two Each Side)	1	LLE
50-03-9000		Right Side Scene Lights On With Open Side Entry Door	1	LLE
50-04-2000		Rear Side Scene Lights On In Reverse IATS	1	LLE
50-04-5000		Wire Rear Emergency Light Flashers To Brake Circuit IATS	1	LLE
		Specify Light Location: M9RC Window Level		
50-04-7500	< >	Federal Commander COM1 "LED" ICC Marker Lights	1	LLE
		COM1MC-A=Amber		
		COM1MC-R=Red		
50-04-8000	<	Innovative Lighting Slimline Rear DOT/Brake Light	1	LLE
		Mounted Above The Rear Doors.		
		Mounted Above The Drip Rail Unless Otherwise Specified.		
		Mid Sections To Be Wired Thru The Brake Light Circuit.		
50-04-8100	<	Innovative Lighting Slimline Front DOT Light	1	LLE
		Mounted Above The Drip Rail Unless Otherwise Specified.		
		RADIO PROVISIONS AND AIR HORNS	1	LLE
		Pricing does not include installation of customer supplied radio equipment unless otherwise stated. All customer supplied radio equipment must be received at Life Line prior to construction start date.		
55-01-3000		10"/12" Buell Strombos Air Horns Thru Bumper Valance E-Series w/Compressor	1	LLE
		Includes:		
		LL# F15011 Standard Duty Compressor		
		Specify Compartment For Compressor Location: D2 Left Side Upper		
		NOTE: There Is An Additional Charge If The Compressor Is Not Mounted In A Compartment.		
		Mesh Cover Over Pump		
		One Standard Frame Mounted Air Tank		
		(1) LL# F15001 10" Air Horn		
		(1) LL# F15002 12" Air Horn		
		Specify Floor Button, Push Button, or Rocker Switch		
		Button/Switch Location: Rocker Switch Center Console		
55-01-8500	<	KE-794 Antenna Base With Coax	1	LLE
		Specify Termination Location:		
		(1) Front Module Roof To The Auxiliary Electrical Cabinet. (Unless Otherwise Specified).		
		Coil, Zip Tie & Tag		

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PART NO	S	DESCRIPTION	QTY	ID
		Include rain caps on all module roof antenna bases		
55-02-1500		KE-794 Module Roof Antenna Base/Coax (Ea) Specify Termination Location: Rear Module Roof To Action Area Wall Behind The Switch Panel. Coil, Zip Tie & Tag Include rain caps on all module roof antenna bases.	1	LLE
55-02-5500		Radio Pre-Wire Power And Ground 20 AMP Or Less Circuit (Ea) Full Time Power And Ground And Battery On (Ignition On) Circuits. Butt Splice Termination Points. (1) Inside Center Console (1) Action Area Wall Behind Switch Panel. Specify Termination Location: (1) Inside Center Console (1) Action Area Wall Behind Switch Panel. Coil, Zip Tie & Tag 14 Gauge Wire Will Be Used in this Option. If Larger Gauge Wire is Required You Must Use Option 55-02-5700 or 55-02-5800.	2	LLE
		SIRENS AND EMERGENCY LIGHTING	1	LLE
60-01-1000	< >	Standard Siren Whelen 295HFS2 Siren System THIS IS A SINGLE AMP SIREN MEETS 49 STATE REQUIREMENTS	1	LLE
60-01-9001		4 Whelen M9 Series "LED" Side Module Warning Lights Part # M9RC Mount The Side Lights Inline. Model # ILOS: Specify KKK Or Comet Flash Pattern: KKK	1	LLE
60-07-1530		7 Whelen M9 Series "LED" Front Module Warning Lights Clear Lens Specify Whelen Part #: (6) M9RC (1) M9C in the center. Steady Flash Unless Otherwise Specified Specify KKK Or Comet Flash Pattern: KKK	1	LLE
60-02-9501		2 Whelen M9 Series "LED" Rear Module Warning Lights Part #M9RC Model # ILOS: Specify KKK Or Comet Flash Pattern: KKK	1	LLE

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PART NO	S	DESCRIPTION	QTY	ID
60-03-3001		1 Whelen M9 Series "LED" Center Rear Module Warning Light Part #M9AC Model # ILOS: Specify KKK Or Comet Flash Pattern: KKK	1	LLE
60-04-4610	< >	Emergency Lights On In Reverse Specify which Button on the touch screen or flasher circuit is to be activated.	1	LLE
60-04-5300		2 Whelen 500 Super "LED" Grille Lights #50R02ZRC Clear Lens With Steady Flash Unless Otherwise Specified. Chrome housing. KKK	1	LLE
60-05-0502		2 Whelen M7 Series "LED" Intersection Lights Part #M7RC Model # ILOS: Specify KKK Or Comet Flash Pattern: KKK	1	LLE
60-06-6001		2 Whelen M7 Series "LED" Rear Wheel Well Lights Specify Whelen Light Number: M7RC Specify KKK Or Comet Flash Pattern: KKK	1	LLE
60-08-1010		Opticom Mounted On The Front Wall W/Park Disable Includes Park Disable Circuit. #794H Infrared	1	LLE
60-08-1300		Emitter Recess Bezel Mount Kit For Front Module Wall Mount PART # 78-8118-6920-1	1	LLE
60-09-4452		Whelen 500 White Super "LED" Light (Ea) Specify Location: Lower bar of Front Grill Specify Whelen Light Number:#50C02ZCR Clear LED with chrome housing. Specify KKK Or Comet Flash Pattern: KKK NON KKK PATTERNS MAY REQUIRE AUX FLASHERS (#60-11-40). KKK	1	LLE
60-10-0130		Rear Window Level Whelen 900 Red Or Amber Or Blue Or Clear Super "LED" Lights(2) Specify Whelen Light Number: M9RC Specify KKK Or Comet Flash Pattern: KKK NON KKK PATTERNS MAY REQUIRE AUX FLASHERS (#60-11-40).	1	LLE
		PATIENT COMPARTMENT	1	LLE
65-00-0100		Standard Solid Surface Construction Interior Cabinets	1	LLE

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PART NO	S	DESCRIPTION	QTY	ID
65-00-9900	<	SPECIAL NOTE TO DEALER Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	LLE
65-01-2000		Standard Smooth Headliner	1	LLE
65-01-3000	<	1/4" Clear Polycarbonate Sliding Doors On Cabinets Includes Brushed Finish Interior Trim.	1	LLE
65-02-2215		"LL Standard Package" Stryker Power or Performance Load System Specify for Power or Performance Will Be Center Mount Unless Otherwise Specified Includes: Floor Structure - Tapping Blocks Pre-Wire with 10 Gauge Power and Ground with a 15 Amp Circuit Breaker Powered by Shoreline or Battery on Power. The Power And Ground Is Run To Inside The Track. Power & Performance Load Floor Plate Kit #6390-700-001 - (Needs To Include Track Cover) Push Rail Floor Mount Only Stryker Part# 6360-30-11 Includes Hardware Kit F09053 Which Is (2) Silver Knobs (2) Threaded Stryker Plates To Install In The Track If Customer Or Dealer Needs To Install Antlers. These Are To Be Installed In The Track By Life Line Installer.	1	LLE
65-02-7500		L.R.O. Cabinet With Sliding Polycarbonate Door	1	LLE
65-03-2500		Cabinet Above The Side Seat With Sliding Polycarbonate Door 8.25" H x 10" D.	1	LLE
65-03-7001	<	Victoryliner L.F.O. Cabinet With Sliding Polycarbonate Door Size: 22-3/4"H x 28"W x 15-1/4"D Includes 4 Shelves	1	LLE
65-04-1000	< >	Left Rear Base Cabinet With Sliding Polycarbonate Door Includes (2) Adjustable shelves	1	LLE
65-04-6610		Telemetry Area Cabinets Not Included (Victoryliner)	1	LLE
65-04-8510	<	Action Area Cabinet With Polycarbonate Doors Hinged Polycarbonate Doors With Metal Frame. Includes (2) Adjustable Shelves	1	LLE
65-05-0000	<	Slanted Action Area Switch Panel Includes Sliding Polycarbonate Doors Forward Of The Switch Panel Unless Otherwise Specified.	1	LLE
65-05-4500	<	Side Facing CPR Seat w/Contoured Ergo Backrest & 4-Point Belt with Hinge Lid Includes Black IMMI 4-Point Seat Belt.	1	LLE
65-05-8000		Rear Facing EVS Sewn Seat With Child Seat On EVS Pedestal/Swivel Base 18723 EVS Sewn Seat To Match Cushion Vinyl unless otherwise specified Requires EVS Provided Pedestal Base For Compliance.	1	LLE

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PART NO	S	DESCRIPTION	QTY	ID
		Includes 3-Point Seat Belt.		
		Question: Will there be an O2 Bottle Attached to the Head of the Cot? Yes		
		Requires Lower Streetside Aisle Cabinet And Bulkhead Wall Cabinet		
		For Overflow Electrical Equipment.		
65-06-2000	< >	Rear Facing Electrical Cabinet And Door Vent Accordingly	1	LLE
65-07-0000	< >	Right Front Upper ALS Cabinet With Solid/Polycarbonate Doors Solid Surface Doors With Vented Polycarbonate Inserts.	1	LLE
65-07-3000	< >	Right Front Lower ALS Cabinet With Solid/Polycarbonate Doors Solid Surface Door With Vented Polycarbonate Inserts.	1	LLE
65-07-5300	<	Top R.F.S. Cabinet W/Top Hinged Solid Door ILOS Heat/AC Includes Gas Style Hold-Opens.	1	LLE
65-07-5410	<	Top R.F.S. Cabinet (Ducted Heat/AC In Ceiling Pkg Discount) Includes Gas Style Hold-Opens.	1	LLE
65-08-0000	<	CS Squad Bench w/Contoured Ergo Backrests w/2 Piece Lid & No Divider Includes 3 Sets Of Black IMMI 4-Point Seat Belts Includes 3 Cot Restraints & Retractors.	1	LLE
65-08-4900	<	Formed Stainless Removable "A" Bar At Head Of Squad Bench Mounted At The Head Of The Squad Bench ILOS Cushion Area. DELETES STANDARD HEAD PAD #65-08-35. DELETES STANDARD ASSIST RAIL #65-10-20.	1	LLE
65-08-8500		Squad Bench Headrest Cushion	1	LLE
65-09-1500		Two Section Bandage Cabinet With Sliding Polycarbonate Doors Specify Cabinet Depth: 8" D x 8.25" H	1	LLE
65-09-6100	<	Recessed Glove (Three) Box Storage In Side Door Cushion Area Recessed Storage Box With Top Hinged Polycarbonate Door. SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.	1	LLE
65-09-8500		100" Long Formed Streetside Ceiling Grab Rail	1	LLE
65-09-9500		100" Long Formed Curbside Ceiling Grab Rail	1	LLE
65-10-0500		Formed "L" Door Assist Rails Mounted On The Hinge Side	1	LLE
65-10-2500	<	Formed Assist Rail On The Left Rear Wall 12" Assist Rail Is Std. Size.	1	LLE
65-10-5000	<	Two C.P.I. #IV2008 Rubber Recessed IV Brackets Mounted In The Mid/Rear Cot Position.	1	LLE
65-10-9000		Southco M1 Stainless Cabinet Latches	1	LLE

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PART NO	S	DESCRIPTION	QTY	ID
65-12-2810		BRG LED Digital Clock Mounted In Rear Head Cushion Part# E26092	1	LLE
65-12-4100		Locking Cabinet Door With Simplex Push Button Lock (Ea) Specify Cabinet Location (s): Cabinet F	1	LLE
65-13-1600	< >	Slide Out Sharps And Waste BioWaste Drawer LL# F18152 Trash Specify Cabinet Location:	1	LLE
65-15-0029		Interior Laminate: Fossil Gray S6031GL Glossy	1	LLE
65-15-0509		Black Matte 909-58 Accent Stripe LL# C05085 ACCENT STRIPE AT THE HEIGHT OF SQUAD BENCH PAD UNLESS CABINET LAYOUT IS NOT STANDARD. CABINET SHOP WILL ADJUST STRIPE UP OR DOWN FOR EASIER AND SAFER INSTALLATION OF FORMICA.	1	LLE
65-17-0269		Seam Sealed Cushions "KKK" Vinyl: DA-324 Gunmetal (Medium Gray) This Vinyl May Be Sent to EVS For Back Rests & Medi-Vac Seating For Exact Matches.	1	LLE
65-17-0502		EVS Seamless/Medi-Vac Vinyl Color: Gunmetal MV102 (Medium Gray)	1	LLE
65-18-0001		Welting Between Cabinets: Dark Gray	1	LLE
65-19-0011		Counter Tops (Main): Platinum Standard with 1" Lip	1	LLE
65-20-0005		Counter Tops (Accent Stripe): Glacier White	1	LLE
65-21-0034		Lonseal Floor Selection: Lonplate II #424TX Gunpowder Specify: Rolled Up 4" On Both Sides Unless Otherwise Specified.	1	LLE
65-CS-1020		Add Flat Cabinet For The 2nd Rear Switch Panel Mounted At The Head End Of The Squad Bench Below The Bandage Cabinet. (Requires 8" Deep Bandage Cabinet).	1	LLE
65-CS-3000		Total Available Seating Positions In this Unit Including Cab, Module And Cot	8	LLE
		***PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS**	1	LLE
70-01-0000		Static Module Fresh Air Intake Vent	1	LLE
70-01-1000		12 Volt Powered Exhaust Fan	1	LLE
70-01-2320	< >	Ducted Hoseline Center Mounted Heat/AC Location (Victoryliner Pkg) Includes Center Evaporator/Heater Core Location. Includes #65-07-5300 Top Hinged Top R.F.S. Cabinet. Evaporator Model #ACHU1118	1	LLE
70-01-2400	<	Inline Booster Coolant Pump 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System.	1	LLE

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PART NO	S	DESCRIPTION	QTY	ID
70-01-5510		<i>Hoseline Front Wall Mounted Aux 12 Volt A/C Condenser (Type III Modular Body)</i> Condenser Model #TMC2007	1	LLE
70-01-6520		<i>Ultimate Additional Insulation Pkg with Yellow Certifoam Body/Floor/Doors (R-6)</i> INCLUDES YELLOW CERTIFOAM R-6, LAVA TWIST ACCOUSTIC MATERIAL TO ALL 4 SIDES OF SIDE ENTRY STEPWELL, THERMAL HEAT/SOUND INSULATION BLANKET TO THE UNDERSIDE OF ALUMINUM FLOOR, NON-PERMEABLE SOUND DAMPENING BLANKET IATS VAPOR BARRIER. INCLUDES YELLOW CERTIFOAM R-6 IN THE FLOOR STRUCTURE TUBES AND ANY OTHER TUBES THAT COULD POSSIBLY BE FILLED WITH PLANK FOAM.	1	LLE
70-01-6600	>	Automotive Grade Undercoating Under Module Body ***OXYGEN SYSTEM***	1	LLE
75-01-0000		Ohio Style Action Area Oxygen Outlet	2	LLE
75-01-4000		Ohio Style Right Wall Mounted Oxygen Outlet	1	LLE
75-01-8000	< >	Interior Oxygen Access/Viewing Door ACCESS DOOR WILL BE POLYCARBONATE FRAMED DOOR UNLESS OTHERWISE SPECIFIED.	1	LLE
75-02-3500		<i>ZICO "OTS System" Electric Oxygen Lift Bracket</i> Includes (3) Ratchet Straps. Specify Bracket Location: D1 Specify Tank Size: H Specify Aluminum Or Steel Tank: Steel	1	LLE
75-03-3010		<i>ZICO Model QR-D-2 Quick Release Strapless Portable Oxygen Tank Bracket</i> Specify Location: Right Side of walk thru against aisle wall of cabinet H. Mount 2" off the floor for ease of cleaning.	2	LLE
		SUCTION SYSTEM	1	LLE
80-01-0000		12 Volt Gast Suction Pump Controlled By Switch on Switch Panel	1	LLE
80-01-1505	<	1 Ohio Style Recessed Suction Area Suction Outlet Includes Quick Disconnect For Outlet Hose Barb Must Fit The Suction Hose	1	LLE
80-01-7500	<	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set Includes Flush Mounted Action Area Panel And Disposable Trap Set.	1	LLE
80-01-8500	< >	Recessed Suction Unit Below Action Area Includes a 3/4 Height Solid Surface Door with Canister Mounted on Door Unless otherwise specified.	1	LLE
		PAINT	1	LLE

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PART NO	S	DESCRIPTION	QTY	ID
85-00-0100	< >	Standard AkzoNobel Paint Process Includes 6 Year Pro-Rated LL Paint Warranty.	1	LLE
85-00-0500	<	O.E.M. White Chassis Color Ship Loose Tube Of O.E.M. White Touch-Up Paint With The Unit.	1	LLE
85-01-1000	<	O.E.M. White Module Body Color Touch-Up Paint Is Included For Colored Module Body Stripes.	1	LLE
85-01-4510		Standard Beltline Stripe Not Included (Victoryliner)	1	LLE
85-02-9500		Do Not Paint The Nader Pins/Install After Paint Process	1	LLE
85-02-9585		Paint AC Condenser Cover	1	LLE
		EMBLEMS AND DECALS	1	LLE
90-01-0000	<	Federal Star Of Life/Ambulance Decal Package Install Roof Star Of Life Decal. Ship Remainder Of Decals Loose. (2) 4" Star Of Life Decals. (2) 12" Star Of Life Decals. (2) 18" Star Of Life Decals. (3) 6" AMBULANCE Decals. (1) 4" Reverse AMBULANCE Decal.	1	LLE
90-01-1100	<	"NO SMOKING" - "FASTEN SEAT BELT" Decals 1-Installed In The Cab. 1-Installed In The Module.	1	LLE
90-01-1200		No Other Decals or Lettering Included Unless Specified Below	1	LLE
90-01-3000		Install Life Line Demo Decals & Ship Loose (2) License Plate Inserts Logo Key# Selected: 1C Include (2) Life Line License Plate Inserts LL#F04400	1	LLE
		END OF QUOTE/PRODUCTION ORDER	1	LLE
95-SP-0100	<	1 Original & 1 Revision Work Order Before Penalty Pricing 1 Original Draft & 1 Revision Draft Work Order Before Penalty Pricing. The Revision Rate Is \$130.00 Per Hour With 1 Hour Minimum Charge.	1	LLE
95-SP-0200	<	1 Original & 1 Revision Drawing Before Penalty Pricing 1 Original Draft & 1 Revision Draft Drawing Before Penalty Pricing. The Revision Rate Is \$130.00 Per Hour With 1 Hour Minimum Charge.	1	LLE
95-SP-0600		Change After Sign-Off (Published Price + 50%)	1	LLE
95-SP-0700		Change After Production Start (Published Price + 75%)	1	LLE
95-SP-0800		Change After Production Completion (Published Price + 100%)	1	LLE
95-SP-0850	<	Life Line Indemnification Statement The purchaser agrees to defend, indemnify and hold Life Line harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by alteration or modification of, or changes or additions to the purchased products or use of product purposes it was not designed or intended for.	1	LLE

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Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of a Community Development Block Grant (CDBG) Funding Agreement for the City of Great Falls – Public Works Department

From: Planning and Community Development

Initiated By: City of Great Falls – Public Works Department

Presented By: Craig Raymond, Planning and Community Development Director

Action Requested: Approval of CDBG Funding Agreement in the amount of up to \$85,000

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the 2020/2021 Community Development Block Grant Agreement in the amount of \$85,000 for the City of Great Falls Public Works Department installation of new ADA compliant ramps and sidewalks at 1101 7th Ave S., Great Falls, MT (Longfellow Elementary).”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends approval of the requested CDBG Funding Agreement for an amount of up to \$85,000.

Summary: The City of Great Falls – Public Works Department has submitted a grant request for \$85,000 of CDBG funds to install new ADA compliant ramps and sidewalks at 1101 7th Ave S., Great Falls, MT (Longfellow Elementary), at the intersections of 6th Ave. S and 10th St. and 6th Ave. S. and 12th St. The grant request has been evaluated by CDBG staff for Federal funding eligibility. Because the project will be ensuring ADA accessibility within a low to moderate income area, it is eligible to receive CDBG funds. Additionally, the request was favorably evaluated by the City’s internal grant committee.

Fiscal Impact: This will be covered through CDBG funding. This alleviates a significant expense for the City of Great Falls – Public Works Department.

Alternatives: If the Commission were to reject the proposed funding agreement, the City of Great Falls – Public Works Department may decide to complete the project with their own funds. However, the use of CDBG funds will allow local Public Works Department funds to be spent for other ADA accessibility projects. As an example, Public Works will be constructing another ADA and sidewalk project to better serve Lincoln Elementary School in the near future.

Concurrences: Staff from Planning and Community Development have coordinated with City of Great Falls – Public Works Department and HUD staff out of the Denver office to ensure the eligibility of this request.

Attachments/Exhibits: 2020/2021 CDBG Agreement between the City of Great Falls and City of Great Falls Public Works Department

CITY OF GREAT FALLS
2020/2021 Community Development Block Grant Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND
The City of Great Falls - Public Works Department

The City of Great Falls - Public Works Department, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this 7th day of June, 2021.

SECTION 1 – PROJECT DESCRIPTION

The Grantee has approved of, and hereby agrees to, the following project description, program budget and tentative activity schedule:

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of \$85,000.00. The PY20 CDBG funds were awarded to the City of Great Falls by HUD on 2/5/2021.
- B. Personnel assigned to scope of work includes: Russell Brewer
Contact Information: (406)455-8129 rbrewer@greatfallsmt.net
- C. The project scope will install new ADA compliant ramps and sidewalks in the public right of way at 1101 7th Ave S, Great Falls, MT (Longfellow Elementary) which will be at the intersections of 6th Ave S. & 10th St. and 6th Ave S. & 12th St.. The project will be implemented during the time period of June, 2021 to June 30, 2022.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to June 30, 2022. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by May 31, 2022. Refer to 24 CFR 570.503 regarding Scope of Work, Time of Performance, and budget documentation.

NATIONAL OBJECTIVE

The CDBG national objective most pertinent to the proposed project is Benefit to Low and Moderate Income Persons on an Area Benefit Basis.

Determination of eligibility is fully described in 24 CFR 570.200 through 24 CFR 570.209.

The project will address the national objective by install new ADA compliant ramps and sidewalks in the public right of way at 1101 7th Ave S, Great Falls, MT (Longfellow

Elementary).

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE:

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570. These are the HUD regulations concerning the CDBG program. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Additionally all regulations under 2 CFR 200 apply.

B. INDEMNIFICATION:

- a. The Grantee waives any and all claims and recourse against the City of Great Falls, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Grantee's or any subrecipient's performance of this Contract.
- b. The Grantee shall indemnify and hold harmless the City of Great Falls and its agents and employees from and against all claims, damages, losses and expenses, penalties including attorney fees arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss, or expense which is:
 - i. attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property, other than the work itself, including the loss and use resulting therefrom;
 - ii. caused in whole or in part by any negligent act or omission of the contractor(s), and subcontractor(s), or anyone directly or indirectly employed by any one of them or anyone else, for whose acts any of them may be liable, regardless whether or not is caused in part or by party indemnified hereunder; and,
 - iii. caused in whole or in part by its failure to adhere to the terms of this contract.

C. SUSPENSION/TERMINATION/REIMBURSEMENT:

The Grantee agrees that suspension or termination of this project may occur if the Grantee materially fails to comply with any term of this Agreement, or any rules, regulations or provisions referred to herein, and that this grant may be terminated by the City for convenience. These conditions are fully described below in 2 CFR 200.338 and 2 CFR 200.339.

1. 2 CFR 200.338 Remedies for Noncompliance

- a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific Conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
 - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend or terminate the Federal award.
 - iv. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
 - v. Withhold further Federal awards for the project or program.
 - vi. Take other remedies that may be legally available.

2. 2 CFR 200.339 Termination

- a. The Federal award may be terminated in whole or in part as follows:
 - 1. By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - 2. By the Federal awarding agency or pass-through entity for cause;
 - 3. By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - 4. By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-

through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

- b. When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
 1. The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either –
 - i. Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
 - ii. Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
 2. If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
 - i. Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - ii. Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
 3. Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in § 200.343 Closeout and § 200.344 Post-closeout adjustments and continuing responsibilities.

D. REVERSION OF ASSETS:

- 1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
- 2. The Grantee agrees to the following:
 - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
 - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
 - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
 - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.

E. TERM OF THE AGREEMENT:

- 1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on June 30, 2022, whichever is later.
- 2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

In all documents referencing the CDBG Project the Grantee agrees to insert the following language, to the fullest extent possible, and submit a copy to the City:

“-funded by the City of Great Falls CDBG Program.”

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT:

1. The Grantee agrees to provide the City with the following documents (if applicable) before any funds are disbursed by the City:
 - a. This signed Community Development Block Grant Agreement;
 - b. Grantee’s Articles of Incorporation;
 - c. Grantee’s tax-exempt status certification;
 - d. Grantee’s by-laws or other such operational information;
 - e. Any other pertinent information which the City requests; and
 - f. Any Grantee lease agreements.
2. The Grantee shall comply with the current requirements and standards, in effect to the date of this agreement, of 2 *CFR, Part 200* and containing reference to 2 *CFR, Part 230, “Cost Principles for Non-Profit Organizations”* or 2 *CFR, Part 220, “Cost Principles for Educational Institutions,”* as applicable, and with the following Attachments to 2 *CFR, Part 215*:
 - (1) “Financial Reporting”;
 - (2) “Bonding and Insurance”;
 - (3) “Retention and Custodial Requirements for Records”;
 - (4) “Standards for Financial Management Systems”;
 - (5) “Monitoring and Reporting Program Performance”;
 - (6) “Property Management Standards”; and
 - (7) “Procurement Standards”.

B. DOCUMENTATION AND RECORD-KEEPING:

1. The Grantee agrees to maintain all records required by the Federal regulation specified in 24 *CFR Part 570.506*, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - d. Financial records as required by 24 *CFR Part 570.502*, and 2 *CFR Part 200*; and
 - e. Other records necessary to document compliance with Subpart K of 24 *CFR 570*.

2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before July 31, 2022, and will cover the period from June, 2021 through June 30, 2022 unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

The Grantee agrees that this CDBG activity, as proposed, generates no program income as defined in *24 CFR 570.500(a)* and therefore, the requirements of *24 CFR 570.504* are not applicable to this project. This paragraph does not nullify any of the requirements described in Section 2-D of this Agreement.

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City.

3. Progress Reports

The Grantee shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

D. PROCUREMENT:

1. Federal Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of *2 CFR Part 215.40*, Procurement Standards.

2. Compliance

The Grantee agrees to comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided therein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

E. OTHER PROGRAM REQUIREMENTS:

1. The Grantee shall carry out the activities under this contract in compliance with all Federal laws and regulations as described in *24 CFR 570 Subpart K*:

- (1) 570.600, General;
- (2) 570.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99;
- (3) 570.602, Section 109 of the Act;
- (4) 570.603, Labor Standards;
- (5) 570.604, Environmental Standards;

- (6) 570.605, National Flood Insurance Program;
- (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
- (8) 570.607, Employment and Contracting Opportunities;
- (9) 570.608, Lead-Based Paint;
- (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
- (11) 570.610, Uniform Administrative Requirements and Cost Principles;
- (12) 570.611, Conflict of Interest;
- (13) 570.612, Executive Order 12372; and
- (14) 570.613, Eligibility Restrictions for Certain Resident Aliens;
- (15) 570.614, Architectural Barriers Act and the Americans with Disabilities Act; and except that:
 - (i) The Grantee does not assume the City's environmental responsibilities described in 570.604; and
 - (ii) The Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance

Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment, because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination.

B. AFFIRMATIVE ACTION:

1. W/MBE

The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract.

2. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors, to furnish all information and reports required hereunder and will permit access to

its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. EEO Statement

The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee, state that it is an Equal Opportunity Employer under the provisions of 24 CFR 570.607(a).

4. Subcontract Provisions

The Grantee will include the provisions of the above paragraphs regarding Civil Rights and Affirmative Action in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors. City will monitor all subcontracts/agreements to verify that Grantee is in compliance.

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

- a. This requirement applies for all contractors engaged under contracts in excess of \$2,000 and shall apply to residential properties only if such property contains no less than 8 units; for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract. The Grantee shall maintain and obtain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of the paragraph.

2. Section 3 Clause

The Grantee affirms that to the maximum extent possible it will employ local (Section 3) contractors on any projects using CDBG funds (under the provisions of 24 CFR 135).

All Section 3 covered contracts shall include the following terms (referred to as the Section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3, is to ensure

that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees, and applicants for training and employment positions, can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- e. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- f. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that, to the greatest extent feasible, (i) preference and opportunities for training and

employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

D. CONDUCT:

1. Assignability

The Grantee shall not assign this contract or any of the payments that become due without the written consent of the City.

2. Subcontracts

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such an agreement.

- a. The City will monitor all subcontracted services to assure contract compliance.
- b. The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- c. The Grantee shall undertake procedures to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of contracts and subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Conflict of Interest

Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement, either for themselves or their family, during their tenure or for one year thereafter. In its entirety:

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

- (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 200.317 and 200.318, shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that

such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

4. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in *24 CFR 570.200(j)*. The Grantee hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

5. Political Activities and Lobbying

The Grantee agrees that under *24 CFR 507.207*, the following activities will not be assisted with CDBG funds:

- a. Buildings or portions thereof, used for the general conduct of government as defined at § 570.3(d);
- b. General government expenses; and

- c. Political activities.
- d. The Grantee certifies, to the best of his or her knowledge and belief, that:
 - (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by section 1352, Title 31, U.S. Code.

APPROVED BY: THE CITY OF GREAT FALLS:

 Gregory T. Doyon, City Manager

DATE: _____

ATTEST:
 (Seal of the City)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney*

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

APPROVED BY: CITY OF GREAT FALLS - PUBLIC WORKS



Paul Skubinna, Director



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Setting a Public Hearing for proposed amendments to the 2019/2020 Annual Action Plan

From: Planning and Community Development

Initiated By: Tonya Shumaker, CDBG Administrator, Planning and Community Development

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: Set the Public Hearing to adopt proposed amendments to the 2019/2020 Annual Action Plan

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission set the public hearing for July 20, 2021 to consider proposed amendments to the 2019/2020 Annual Action Plan.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission set a public hearing for July 20, 2021.

Summary: The purpose of further amending the amended 2019/2020 Annual Action Plan is to identify funding priorities for additional COVID-19 relief (CDBG-CV) funding that is being provided to the City from the U.S. Department of Housing and Urban Development (HUD) as well as the remaining CDBG-CV funds which remain unspent from previous allocations. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) made available \$5 billion in CDBG funds that must be used “to prevent, prepare for, and respond to the coronavirus (COVID-19).” The City received a letter from HUD indicating that the City’s additional allocation of funds will be \$236,375, resulting in \$711,890 of CDBG-CV funding in the aggregate. To date, the City Commission has approved two grant agreements for CDBG funds, one in the amount of \$185,725 to Alluvion Health to purchase a mobile vaccination and testing unit and another in the amount of \$50,000 to the YWCA for COVID-19 counseling.

Prior to these additional CDBG-CV funds being made available for potential applicants, the City’s current amended Annual Action Plan must be further amended to identify local priorities and account for the additional funding. Staff has published the amended the Annual Action Plan and the city has completed the required public comment period. Staff is recommending that the City hold a Public Hearing on the

amended Plan which will be submitted to HUD for review and approval. Upon approval, the funds will be available for potential grant applicants by the late summer/early fall.

Fiscal Impact: If the City is able to eventually award grants from the new allocation of CDBG-CV funds, this could greatly assist social service agencies in providing services to those that have been negatively impacted by the COVID-19 pandemic.

Alternatives: The Commission could choose not to set the public hearing for this item. This would eliminate the possibility of the City's CDBG program being able to allocate funds from the new grant program offered by HUD.

Concurrences: No other City department concurrences are necessary for this item.

Attachments/Exhibits: None

Second Amendment to the 2019-2020 Annual Action Plan

NOTE: The City received an additional allocation of CDBG-CV funding in the amount of \$236,375 that has been added as part of this amendment. Additionally, CV-Economic Development was removed as a priority due to a lack of applications. As a result CV-Public Service activities greatly increased which will provide a unique opportunity for the community to address the growing need of Public Services in response and the prevention of the Coronavirus.

AP-35 Projects – 91.220(d)

Projects

#	Project Name
1	2019 Residential Housing Rehab
2	2019 Economic Development
3	2019 Public Improvements
4	2019 Public Services
5	2019 Fair Housing Specialist
6	2019 Loan Program Specialist
7	2019 CDBG/HOME Administration
8	2019 HOME Investment Partnership Program
9	2019 CHDO Project
10	CV-Public Services
11	CV-CDBG Admin

AP-38 Project Summary

10	Project Name	CV-Public Services
	Target Area	City of Great Falls
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$569,512
	Description	Public service activities specifically to LMI individuals. This includes but is not limited to providing equipment, supplies, and materials to new or expanding public service activities that are directly related to prevent, prepare for, or respond to the Coronavirus.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	70 LMI families will be served
	Location Description	All activities will be undertaken within the City of Great Falls.

	Planned Activities	Public service activities specifically to LMI individuals. This includes but is not limited to providing equipment, supplies, and materials to new or expanding public service activities that are directly related to prevent, prepare for, or respond to the Coronavirus.
11	Project Name	CV-CDBG Admin
	Target Area	City of Great Falls
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$142,378 (20% Administrative Allowance)
	Description	Staff to Administer, Manage, and Monitor the CDBG-CV Grant.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	All activities will be undertaken within the City of Great Falls.
	Planned Activities	Staff to Administer, Manage, and Monitor the CDBG-CV Grant.



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10409, A Resolution requesting distribution of BaRSAA Funds

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, P.E., Public Works Director

Action Requested: City Commission adopt Resolution 10409 – The resolution requests distribution of Bridge and Road Safety and Accountability Act (BaRSAA) program funds

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (adopt/deny) Resolution 10409 and authorize the Public Works Director or his designee to request distribution of Bridge and Road Safety and Accountability Act (BaRSSA) program funds."

2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Adopt Resolution 10409.

Summary:

The purpose of Resolution 10409 is to authorize the Public Works Director or designee to request distribution of BaRSSA funds through the Montana Department of Transportation (MDT).

Background.

House Bill 473 (Revise Highway Revenue Laws, carried by Representative Frank Garner), passed by the 65th Legislature and signed by Governor Bullock on May 3, 2017, codified at MCA 15-70-126, provides for a graduated 6 cent increase in the motor fuel tax by fiscal year 2023. Each fiscal year, 35% or 9.8 million of the proceeds (whichever is greater) is allocated to the Montana Department of Transportation (MDT) and the remainder (approximately \$21 million by FY 2021) is allocated to local governments through a new Bridge and Road Safety and Accountability Act (BaRSSA).

Beginning March 1st of each year, local governments may request distribution of their allocation from MDT. Local governments must match all distributions from the BaRSSA account with a 5% funding match. The City can use these funds for the construction, reconstruction, maintenance, and repair of city streets, alleys, and bridges that the City has the responsibility to maintain.

Significant Impacts:

The proposed project for this year's funding is the SW Side Street Reconstruction, Office File 1432.2. This project has been selected as a follow-up project to the SW Side Water Main Replacement, Office File 1432.1, being constructed this summer.

Citizen Participation:

City Public Works Staff attended two Neighborhood Council #2 meetings in April and May of 2021. This was done to address community concerns regarding the poor condition of the streets and the necessity to remove several mature trees and relocate some overhead utility poles. City Public Works Staff also sent out informational letters before and after the April 14 Neighborhood Council #2 meeting.

Fiscal Impact:

The estimated budget for this project is \$1,343,000.00. The proposed resolution will allow the City to request \$1,084,908.19. The City's 5% match of \$54,245.41 and the remaining \$203,846.40 will come from Street Departments' Maintenance Funds.

Alternatives:

The City Commission could vote to deny the resolution. This action would result in the loss of additional street maintenance funds available for additional street projects.

Concurrences: On May 12, Neighborhood Council #2 voted in favor of the project.

Attachments/Exhibits:

Resolution 10409

Resolution 10409 Appendix A

Resolution 10409 Appendix B

Site Map

Public Comment Received

RESOLUTION NO. 10409**A RESOLUTION REQUESTING DISTRIBUTION OF
BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS**

WHEREAS, the Bridge and Road Safety and Accountability Account created by the Montana Legislature by HB 473, codified at MCA 15-70-126, requires the Montana Department of Transportation to allocate accrued funds to cities, towns, counties, and consolidated city-county governments for construction, reconstruction, maintenance, and repair of rural roads, city or town streets and alleys, bridges, or roads and streets that the city, town, county, or consolidated city-county government has the responsibility to maintain; and

WHEREAS, a city, town, county, or consolidated city-county government that requests funds under the Bridge and Road Safety and Accountability Account must match each \$20 requested with \$1 of local government matching funds; and

WHEREAS, a city, town, county, or consolidated city-county government requesting distribution of allocated funds may make such a request to the Department of Transportation between March 1 and November 1 of the year the funds were allocated; and

WHEREAS, a description of the projects to be funded (or the money used to match federal funds) are detailed in Appendix A attached hereto and made a part hereof; and

WHEREAS, the local match for the allocated funds are identified in Appendix B attached hereto and made a part hereof.

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

1. The City of Great Falls requests distribution of its share of the allocated Bridge and Road Safety and Accountability funds to be used for the projects identified in Appendix A.
2. That Public Works Director, or designee, is hereby authorized to execute such further documents as may be necessary to facilitate the distribution of said funds on behalf of the City of Great Falls.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 6th day of July, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

APPENDIX A

City of Great Falls SW Side Street Reconstruction, O.F. 1432.2

Introduction:

The proposed project includes reconstructing approximately 1,700-feet of roadway located in City of Great Falls. The area for street re-construction includes:

- 2nd Avenue Southwest from 3rd Street to 6th Street.
- 3rd Avenue Southwest from 5th Street to 6th Street.

The existing paved surface along 2nd and 3rd Ave SW is 35-foot width and in very poor condition. The curb is dilapidated, nonexistent, and broken along both avenues.

The proposed project will include removal of the existing pavement and base course, proper compaction of the subgrade soils; installation of drainage elements; installation of a separation and subgrade support fabric; installation and compaction of new base course; asphaltic concrete pavement, and installing ADA compliant curb ramps.

In order to reconstruct the streets and install new Americans with Disabilities Act (ADA) curb ramps the following work items will need to be addressed prior to beginning the street reconstruction:

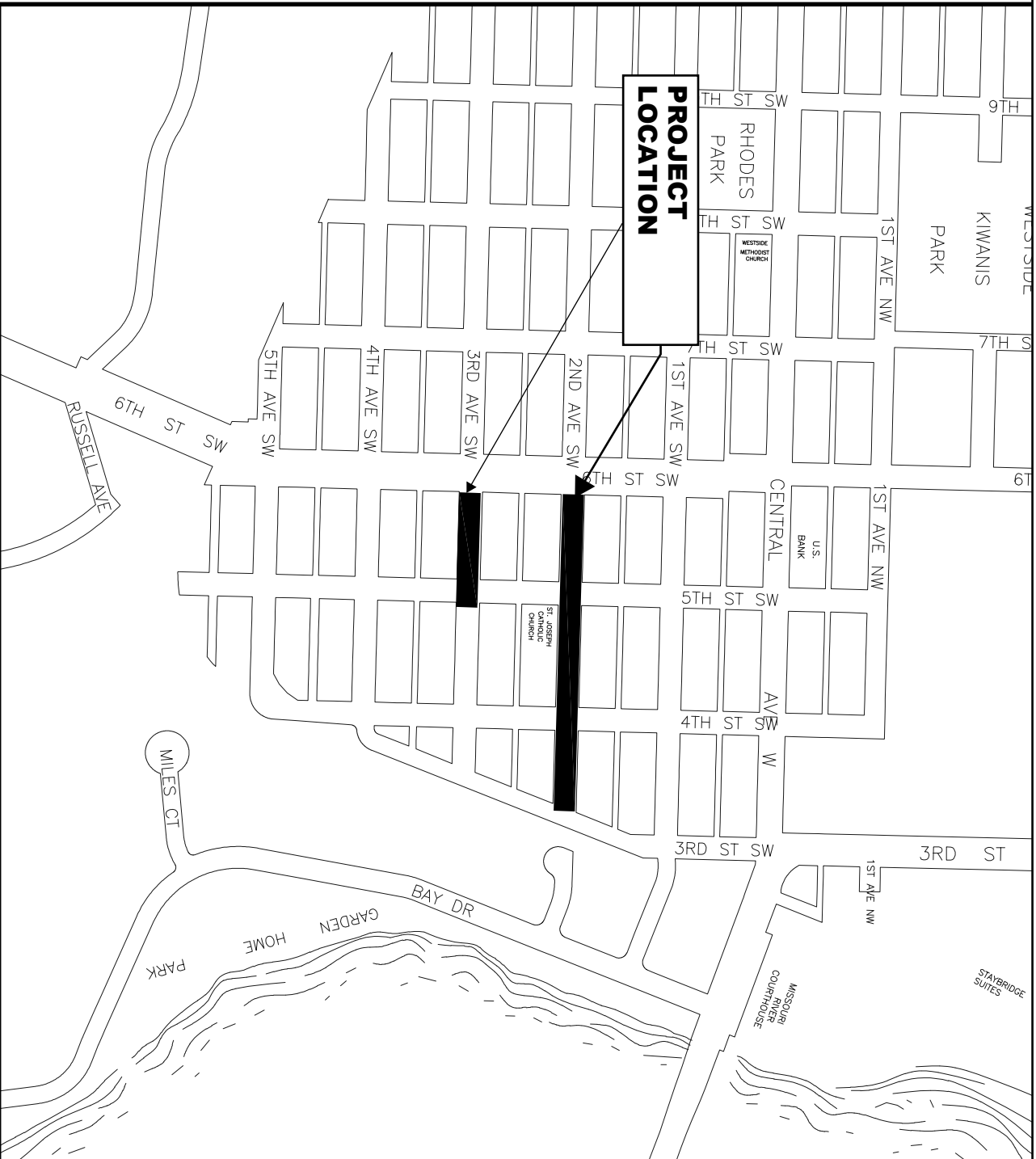
- 11-12 mature neighborhood trees in the project area will need to be removed. The removal is deemed necessary due to the tree root system obstructing the new curbs, gutters, street surfacing, and construction of new ADA curb ramps.
- Several Utility poles will need to be relocated at the intersections as well. This is deemed necessary as the utility poles will interfere with the installation of the ADA compliant curb ramps.



Resolution 10409 Appendix B. Budget for O.F. 1432.2 SW Side Street Reconstruction

Account	Account Description	Annual Budget Amount	YTE Actual Amount	Budget Less YTD Actual
Fund Type Special Revenue Funds				
Fund 2821 - GAS TAX BaRSAA				
REVENUE				
Department 00 - NON-DEPARTMENTAL				
Division 072 - TRANSFERS				
38310	OPERATING TRANSFER IN (from Street Maintenance Revenue)	257,842.00	.00	257,842.00
	Division 072 - TRANSFERS Totals	\$257,842.00	\$0.00	\$257,842.00
Department 31 - PUBLIC WORKS				
Division 531 - STREET MAINTENANCE				
33505	GAS TAX - SPECIAL ROAD/STREET ALLOCATION	1,084,908.00	.00	1,084,908.00
	Division 531 - STREET MAINTENANCE Totals	\$1,084,908.00	\$0.00	\$1,084,908.00
	REVENUE TOTALS	\$1,342,750.00	\$0.00	\$1,342,750.00
EXPENSE				
Department 31 - PUBLIC WORKS				
Division 531 - STREET MAINTENANCE				
49310	IMPROVEMENTS OTHER THAN BUILDINGS	1,342,750.00	.00	1,342,750.00
	Division 531 - STREET MAINTENANCE Totals	\$1,342,750.00	\$0.00	\$1,342,750.00
	EXPENSE TOTALS	\$1,342,750.00	\$0.00	\$1,342,750.00
Fund 2821 - GAS TAX BaRSAA Totals				
	REVENUE TOTALS	1,342,750.00	.00	1,342,750.00
	EXPENSE TOTALS	1,342,750.00	.00	1,342,750.00
	Fund 2821 - GAS TAX BaRSAA Net Gain (Loss)	\$0.00	\$0.00	\$0.00

SW SIDE STREET RECONSTRUCTION O.F. 1432.2 VICINITY MAP



From: [Shyla Patera](#)
To: [Lanni M. Klasner](#)
Cc: [Krista Artis](#); [Paul Skubinna](#); [commission](#)
Subject: Neighborhood Council 2
Date: Monday, June 28, 2021 10:49:51 AM

On June 9, 2021, Neighborhood Council 2 voted unanimously to support and send a letter of recommendation to the Great Falls City Commission regarding Street, Sewer, and ADA curb ramp work on the south west side of Great Falls .

Neighbors and Council members understand that this project will take place in two phases. Neighbors who will be affected by this project ask that that appropriate city staff will work to assist them with parking issues, as well as neighborhood concerns about crime and tree removal and replanting of affected trees will and should support both our built and environmental infrastructure in our neighborhood.

Shyla Patera Neighborhood Council 2 Chair
1013 7th Avenue North West
Great Falls, Montana 59404
406 781 1885
shycpat@icloud.net
Sent from my iPhone



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: Southwest Side Water Main Replacement - Phase II, O. F. 1432.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Public Works Director

Action Requested: Consider and Approve Contract for O. F. 1432.1

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (award/not award) a contract in the amount of \$864,765.00 to Central Plumbing and Heating, Inc. for the Southwest Side Water Main Replacement – Phase II project, and authorize the City Manager to execute the contract documents."

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

Staff Recommendation: Staff recommends awarding the contract to Central Plumbing and Heating, Inc. in the amount of \$864,765.00. Central Plumbing and Heating, Inc. has executed all the necessary documents.

Summary: The project consists of replacing approximately 760 lineal feet of 12-inch water main and 1,800 lineal feet of 4-inch, 6 –inch and 8-inch water main on the Southwest side of town.

Background: This project is necessary to replace water mains that are under sized and have been failing with increasing frequency, causing damage to property, roadways, disrupting traffic, and water service to local residents and businesses. The water main breaks are primarily due to corrosive soils, age, and the type of pipe material used. The water mains were installed in 1892.

Significant Impacts: During construction residents and businesses will need to be placed on temporary water and traffic will need to be detoured around the affected project locations.

Citizen and Stakeholder Participation: Public Works Personnel met with Neighborhood Council 2 and citizens within the scope of the project to discuss the water main replacement and a planned street reconstruction project scheduled for the spring of 2022 at their April 14th and May 12th meetings. The citizens and Council were in favor of the water main project and Council members voted 3-0 in favor of the Street

Reconstruction project scheduled for 2022.

This project is also being completed in cooperation with the Montana Department of Environmental Quality (DEQ).

Workload Impacts: City Engineering staff designed the project and will perform construction inspection and contract administration duties.

Project Work Scope: This project will replace approximately 760 lineal feet of 12-inch cast iron water main and 1,800 lineal feet of 4-inch, 6 inch, and 8-inch cast iron water main with 12-inch and 8-inch PVC water main; replace four fire hydrants; 55 water service connections; 2,650 square yards of gravel; and 420 square yards of asphalt pavement.

Project locations include:

- 2nd Avenue Southwest from 3rd Street to 6th Street.
- 3rd Avenue Southwest from 5th Street to 6th Street.
- 5th Street from 4th Avenue Southwest to 1st Avenue Southwest.

This project's tentative start date is July 19, 2021 depending on weather conditions, material availability, and contractor's scheduling.

Evaluation and Selection Process: This project was advertised on June 6, 2021 and June 13, 2021. There were two plan holders for this project and one bid was received and opened on June 23, 2021. The bid for this project was \$864,765.00. Central Plumbing and Heating, Inc. submitted the low bid. Central Plumbing and Heating, Inc. is an established responsible local contractor and has done a number of projects within the City.

Conclusion: This project has been programmed, vetted, coordinated, and scheduled to provide the least negative impact to citizens, while performing necessary upgrades to the water distribution system with planning taken in to consideration for the future street reconstruction project. The project has been selected and prioritized, and executed in accordance with the Public Works Capital Improvements Program and budgeted in the Water Utility Enterprise Fund.

Fiscal Impact: This project has been programmed and prioritized as a needed capital improvement and is being funded through the Water Utility Enterprise Fund.

Alternatives: The City Commission could vote to deny award of the construction contract and re-bid the project at a later date or do nothing and repair future water main breaks and road surfacing as they occur.

Attachments/Exhibits:

Bid tabulation

Project location maps

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

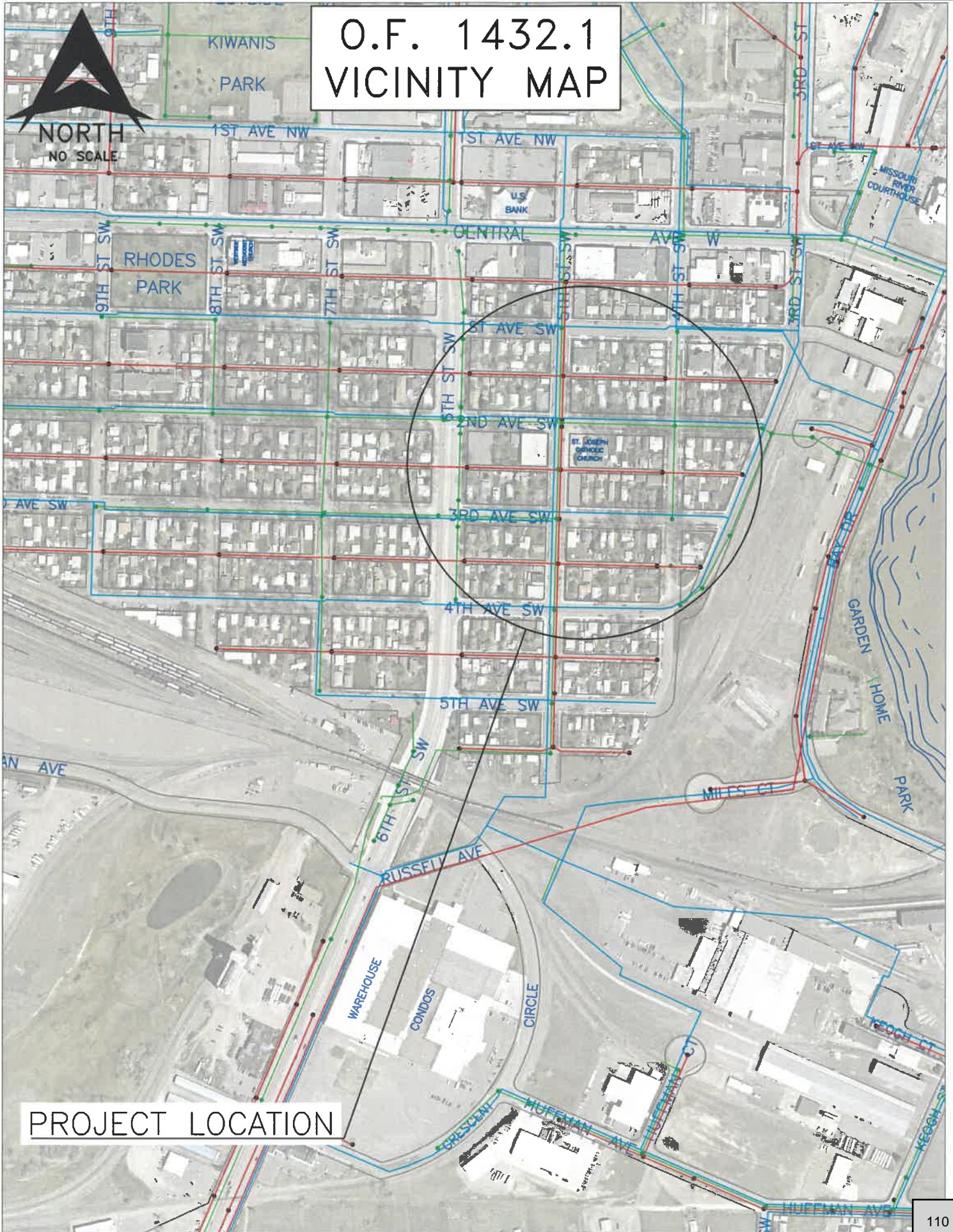
BID TABULATION SUMMARY

Southwest Side Water Main Replacement Phase
O.F. 1432.1

Project Number PW352103
Bids Taken at Civic Center
Date: June 23, 2021
Tabulated By: Rick Johnson

	Name & Address of Bidder	Acknowledge Addendum #1	10% Bid Security	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	Central Plumbing & Heating	X	X	X	X	\$864,765.00
2						
3						
4						
5						
6						
7						
8						
9						
10						

O.F. 1432.1 VICINITY MAP





Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Final Payment: Gibson and Elks Park Trail Restoration, O.F. 1737.2

From: Park and Recreation Department

Initiated By: Park and Recreation Department

Presented By: Steve Herrig, Park and Recreation Director

Action Requested: Approve Final Pay Request

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Final Payment for the Gibson Park and Elks Park Trail Restoration, in the amount of \$14,850.84 to Missouri River Trucking and Excavation, Inc. and \$150.01 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Approve the Final payment of \$14,850.84 to Missouri River Trucking and Excavation, Inc. and \$150.01 to the State Miscellaneous Tax Fund.

Summary:

Project improvements included the resurfacing of the existing asphalt trail in Gibson and Elks Riverside Parks and the replacement of the surfacing of the existing basketball courts located at the Northeast end of Gibson Park. Other work scope included Americans with Disabilities Act sidewalk and ramps, drainage, and restoration improvements.

Background:

Workload Impacts

Design, plans, specifications, inspections, and construction administration were completed by the City Engineering Division and Park and Recreation Department.

Purpose

The 2016 Park and Recreation Master Plan identified \$2.9 million in critical needs, specific to Gibson Park. This project is a part of the second phase of improvements in the Park. Phase one improvements included upgrades to the park restrooms.

Evaluation and Selection Process

Three bids were received on March 6, 2020 with the bid prices ranging from \$726,890.00 to \$478,040.00. Missouri River Trucking and Excavation, Inc. submitted the low bid. The City Commission approved Change Order No. 1 on July 7, 2020 in the amount of \$58,605.00 for a total project cost of \$536,645.00.

Conclusion

City staff recommends making the Final Payment of \$14,850.84 to Missouri River Trucking and Excavation, Inc. (MRTE) and \$150.01 to the State Miscellaneous Tax Fund. City staff verified that MRTE, Inc. has completed all work and punch list items in accordance with the plans and the contract. The two year warranty period started on August 7, 2020.

Fiscal Impact:

Park District Funds in the amount of \$399,145.00 and CDBG Funds in the amount of \$137,500.00 are allocated to the project and are available for the Final Payment.

Alternatives: The City Commission could vote to deny Final Payment

Attachments/Exhibits:

OF 1737.2 Final Pay Document

OF 1737.2 Vicinity Map

APPLICATION FOR PAYMENT NO. 5 - FINAL

Agenda #20.

To: City of Great Falls (OWNER)
 From: MRTE, Inc. (CONTRACTOR)
 Contract: Gibson Park and Elks Park Trail Restoration
 Project: Gibson Park and Elks Park Trail Restoration
 OWNER's Contract No. OF 1737.2 ENGINEER's Project No. PR641905/CD7722004
 For Work accomplished through the date of: June 21, 2021.

1.	Original Contract Price:	\$ <u>478,040.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>58,605.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>536,645.00</u>
4.	Total completed and stored to date:	\$ <u>536,645.00</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ <u>0.00</u>	
	<u>0</u> % of stored material: \$ <u>0.00</u>	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>536,645.00</u>
7.	Less previous Applications for Payments:	\$ <u>521,644.15</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>15,000.85</u>
9.	Less 1% State Gross Receipts Tax:	\$ <u>150.01</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$ <u>14,850.84</u>

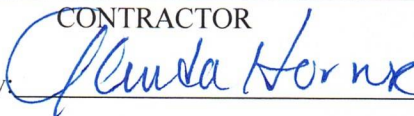
Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 5 (FINAL) inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 6/21/21

MRTE, Inc.

CONTRACTOR
 By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6/21/21

City of Great Falls Public Works

ENGINEER

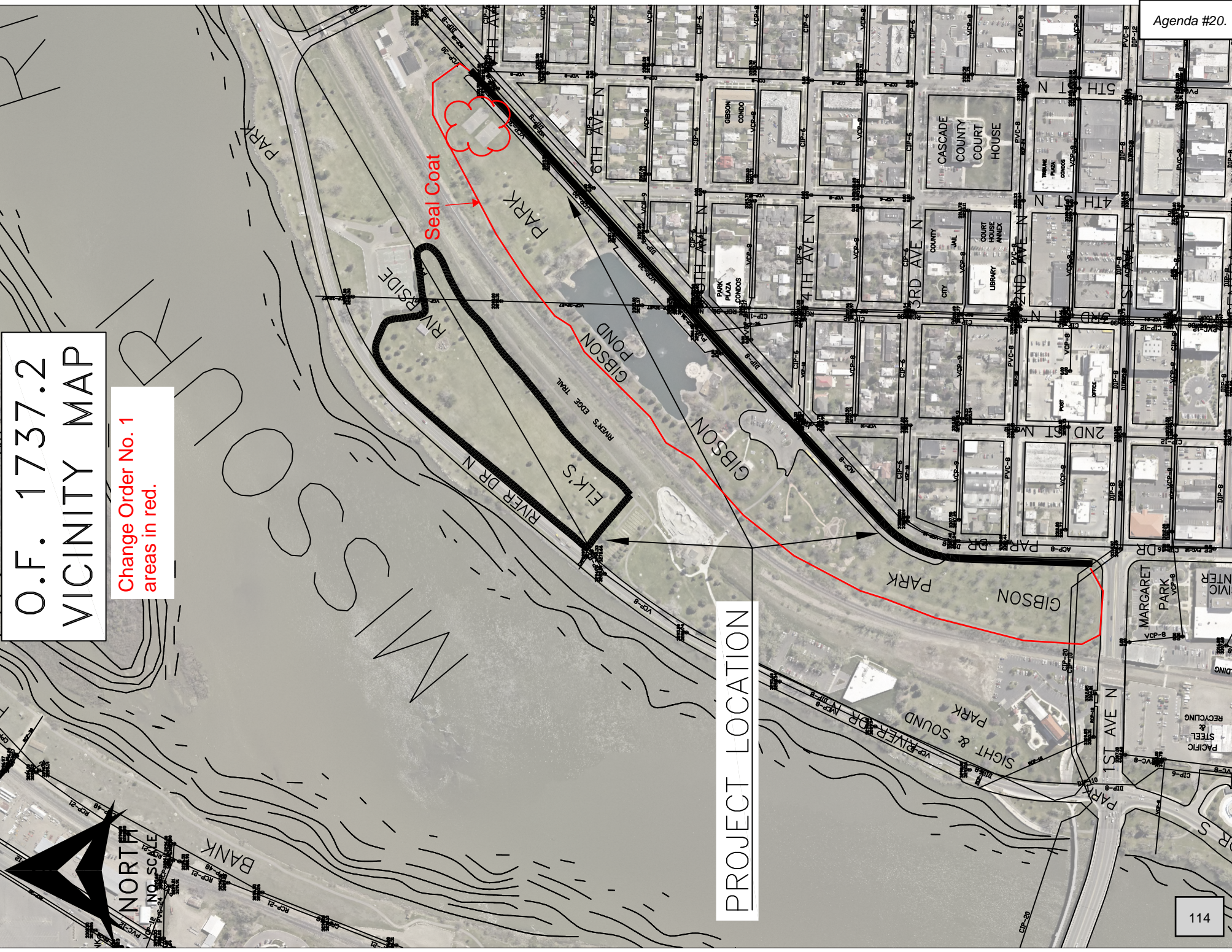
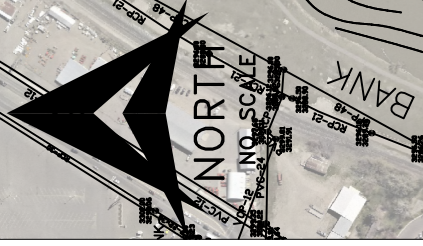
By: _____

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. **Modified by the City of Great Falls to add items 9 and 10.**

O.F. 1737.2
VICINITY MAP

Change Order No. 1
areas in red.



PROJECT LOCATION



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: River Drive North Trail Improvements, OF 1726.2

From: Park and Recreation

Initiated By: Park and Recreation

Presented By: Steve Herrig, Park and Recreation Director

Action Requested: Consider Bid and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$176,915 to MRTE, Inc. for River Drive North Trail Improvements, and authorize the City Manager to execute the construction contract documents.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends awarding a contract in the amount of \$176,915 to MRTE, Inc. for River Drive North Trail Improvements, and authorize the City Manager to execute the construction contract documents.

Summary:

This project is being funded by Missouri-Madison River Fund and NorthWestern Energy grants, and River's Edge Trail Foundation and Park District No. 1 funds. The project will replace approximately 1,130 LF of asphalt surfacing by installing, at grade, 5" reinforced concrete surface. The 8 ft. wide concrete trail will connect with the existing concrete sidewalk at Central Ave. West and end at the pedestrian crossing to the north in Elk's Riverside Park. Work includes traffic control, removal of existing asphalt, protection of trees and tree roots, subgrade preparation, gravel base course, concrete curb and gutter, remove and reset concrete pin downs, reinforced concrete trail construction, crosswalk painting, and site reclamation.

Background:

Workload Impacts

Design services were completed by TD&H Engineering under the direction of the Park and Recreation Department. TD&H will also provide project management services. Park and Recreation will provide general contract management with the consultant and the contractor.

Purpose

Continuing improvements to the River's Edge Trail through partnerships for funding. This project includes replacing asphalt with concrete trail from Central Ave. No. Bridge to the pedestrian crossing to the north in Elks Riverside Park.

Project Work Scope

The project will replace approximately 1,130 LF of asphalt surfacing by installing, at grade, 5" reinforced concrete surface. The 8 ft. wide concrete trail will connect with the existing concrete sidewalk at Central Ave. West and end at the pedestrian crossing to the north in Elk's Riverside Park. Work includes traffic control, removal of existing asphalt, protection of trees and tree roots, subgrade preparation, gravel base course, concrete curb and gutter, remove and reset concrete pin downs, reinforced concrete trail construction, crosswalk painting, and site reclamation

Evaluation and Selection Process

Two (2) bids were received on June 24, 2021 with the base bid prices ranging from \$176,915.00 to \$187,362.55. Base bids and bid additive #1 ranged from \$255,087.55 to \$237,115.00. MRTE, Inc. submitted the low bid. The low base bid is recommended for award; there are insufficient funds available to award bid additive #1.

Conclusion

City staff recommends awarding the contract to MRTE, INC. in the amount of \$176,915.

Fiscal Impact:

The attached bid tabulation summarizes the received bids. Funding is provided through Missouri-Madison River Fund and NorthWestern Energy grants, and River's Edge Trail Foundation and Great Falls Park District No. 1 funds.

Alternatives:

The alternative would be to not award the contract, but this is not recommended by staff.

Concurrences:

Park and Recreation staff, River's Edge Trail Foundation Board and TD&H Engineering concur that the project is important and recommend award of the contract.

Attachments/Exhibits:

Bid Tabulation

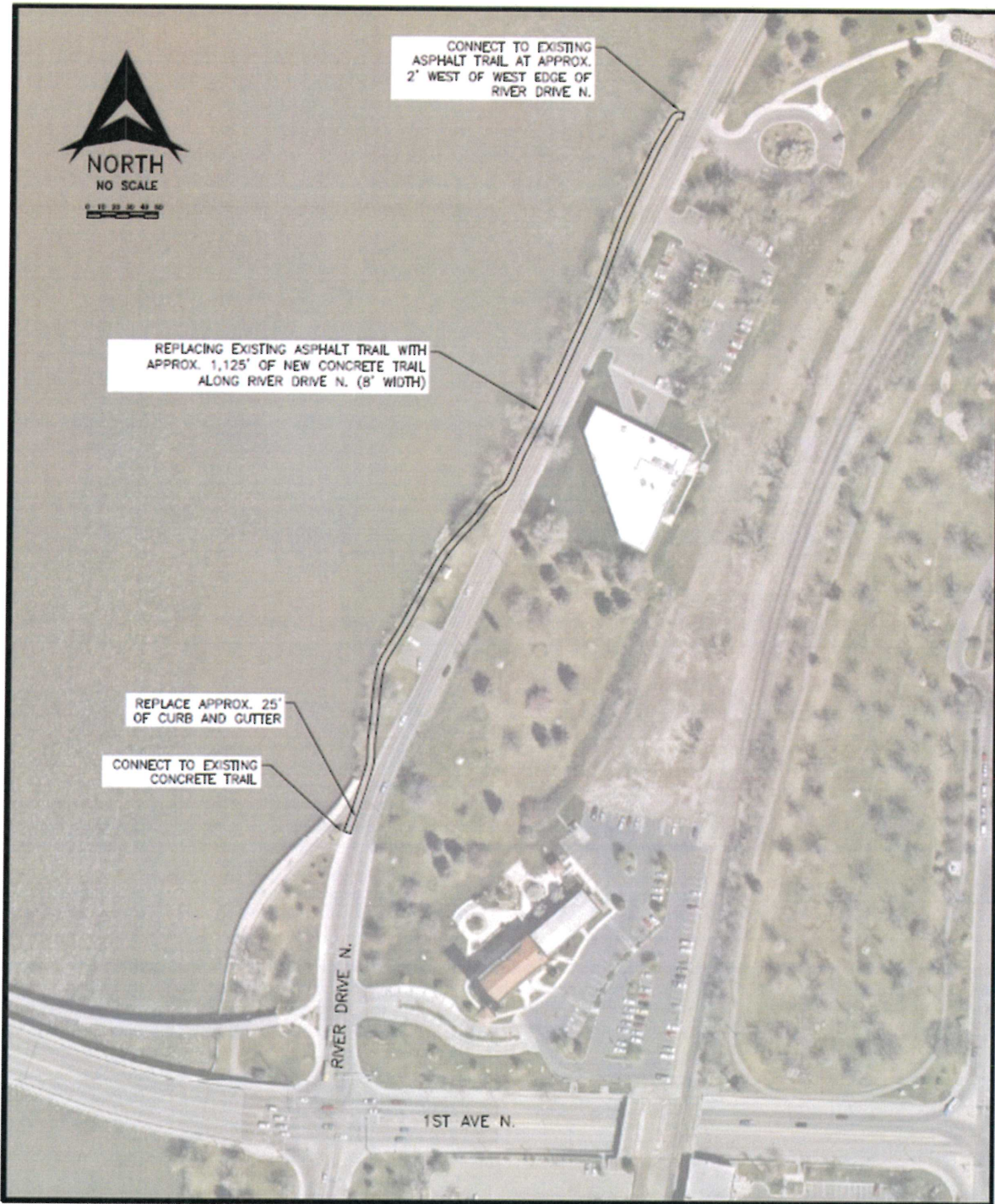
Vicinity Map

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

BID TABULATION SUMMARY
River Drive North Trail Improvements
O.F. 1726.2

Project Number 21-034
Bids Taken at Civic Center
Date: June 24, 2021
Tabulated By: IPI

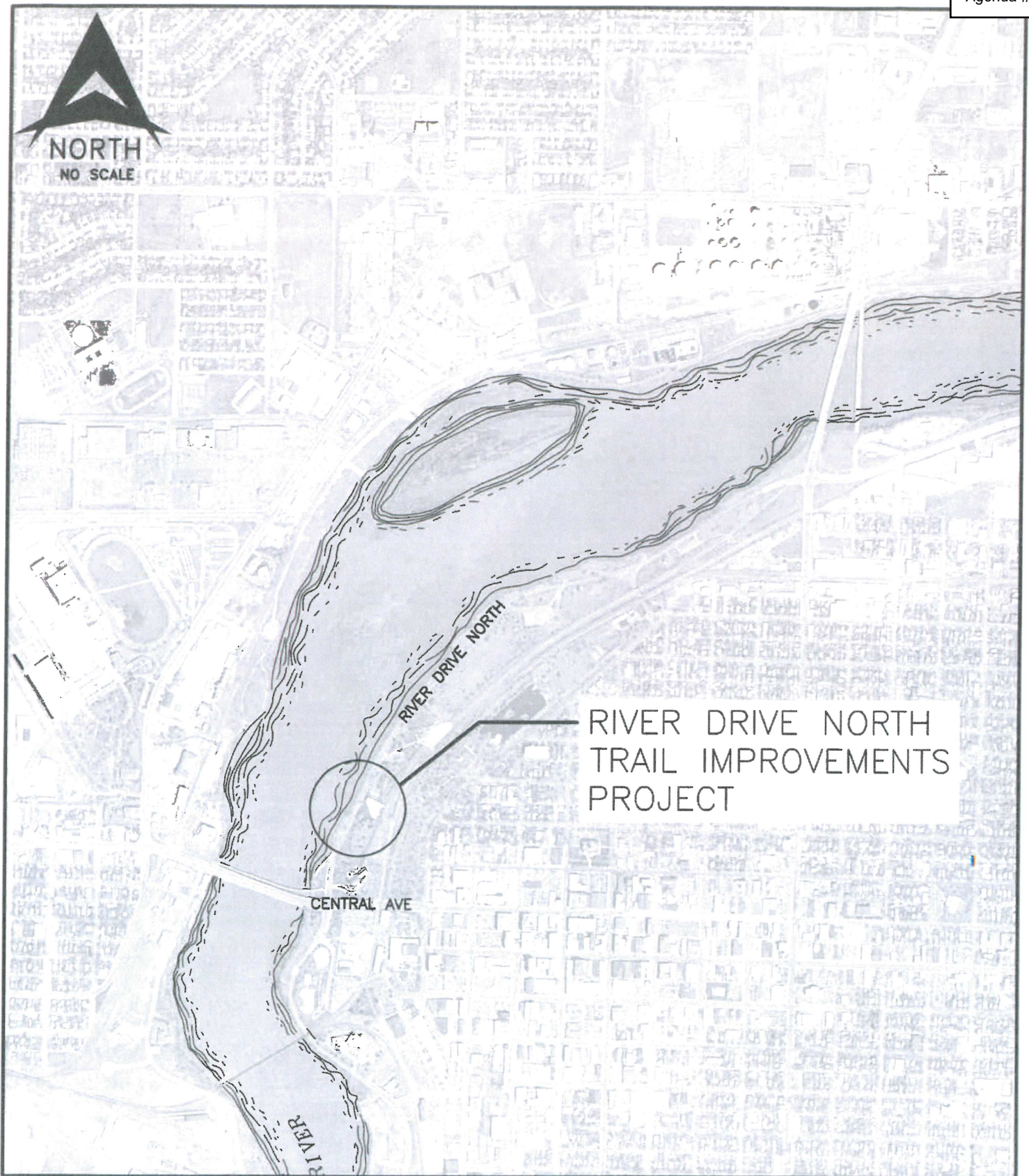
	Name & Address of Bidder	Acknowledge Addendum #1	10% Bid Security	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Base Bid	Bid Additive #1
1	United Materials	N/A	yes	yes	yes	\$ 187,362.55	\$ 67,725.00
2	MRTE	N/A	yes	yes	yes	\$ 176,915.00	\$ 60,200
3							
4							
5							
6							
7							
8							
9							
10							



RIVER DRIVE NORTH TRAIL IMPROVEMENTS – 1726.2

SITE MAP EXHIBIT – GREAT FALLS, MT

SECTION 2, T20 N, R03 E, U-5205, ROUTE POST 1.7



RIVER DRIVE NORTH TRAIL IMPROVEMENTS — 1726.2

VICINITY MAP — GREAT FALLS, MT



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Agreement for the Library Roof Repair Project, O.F. 1775

From: Great Falls Public Library

Initiated By: Great Falls Public Library

Presented By: Susie McIntyre, Library Director

Action Requested: Approve the construction agreement and authorize the City Manager to execute said agreement.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) a construction agreement for the Library Roof Repair Project to CentiMark Corporation of Billings, MT in the amount of \$253,757.00 and authorize the City Manager to execute said agreement.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends approving the construction agreement.

Summary: This project entails the removal of the existing white single-ply, wind-vented roof membrane system, rigid insulation and accessories down to the existing plywood roof sheathing. New rigid insulation, fully adhered, black, EPDM roof membrane and metal parapet cap will be installed.

Background: No leaking is occurring but the roof is aging and is out of warranty repair. The last roof was installed in 1996. The roof is in good enough repair to be eligible for an overlay rather than full tear-off and replacement at this time.

Engineering portion of project was funded through donations in FY2021. Nelson Architects designed the project and will perform construction inspection and contract administration duties.

Five (5) bids were received and opened on June 16, 2021. CentiMark Corporation submitted the low bid.

Fiscal Impact: This project is being funded with \$260,000 from the Library Fund.

Alternatives: The City Commission could vote to reject the construction agreement and delay the needed improvements. If repair is delayed, further roof degradation could result in leaks and further damage to the Library building.

Concurrences: Nelson Architects has done the design work on the project and recommends awarding the contract to CentiMark Corporation of Billings, MT. The Great Falls Public Library Board of Trustees has reviewed and approved this project.

Attachments/Exhibits:

Exhibit A: Scope of Work

Exhibit B: Bid Tab

Exhibit C: Architect Letter of Recommendation



Detailed Scope of Work

Great Falls Public Library - Re-Roof Project

Summary:

The current roof system is a wind-vented membrane system loose-laid in the field expanse and adhered along the perimeter. The existing roof system at the Great Falls Public Library was installed in 2001 and the warranty expired on May 23, 2011. This system includes a series of perimeter vent stacks that are designed to catch the wind and create negative pressure under the membrane which pulls the membrane down onto the roof substrate. This termination point of the system includes a metal termination bar fastened to the horizontal surface of the parapet wall and sealed with a flexible caulking.

Core samples were taken from several locations on the roof to ascertain the installed assembly. The following is the various layers of the system discovered starting from the exterior side of the membrane:

- Layer 1: Gray roof membrane
- Layer 2: Brown felt
- Layer 3: Yellow rigid insulation
- Layer 4: White gypsum cover board
- Layer 5: Yellow rigid insulation
- Layer 6: Brown felt
- Layer 7: Fibrous board substrate (plywood roof sheathing)

These core samples were tested by Terracon Consultants, Inc and none of the materials were identified as asbestos-containing per their Renovation-Specific Asbestos Survey dated April 14, 2021.

The membrane currently exhibits signs of natural wear to include exposed reinforcing fibers in the white membrane as well as failing sealant joints where the membrane terminates at the perimeter parapet.

Recommendations:

Based on the existing conditions, expired warranty and age of the roof system, Nelson Architects recommends replacing the system to generally include new insulation and membrane. Selective demolition will remove Layers 1 through Layer 6 as described above, thus exposing the existing plywood roof sheathing. To facilitate this process, various electrical conduits on the roof and plumbing/electrical penetrations through the roof will be disassembled. At this time, the roof sheathing will be inspected for rot or delamination and replaced as needed.

Dream • Design • Build

The new system assembly will start with a new vapor barrier applied over the existing plywood roof sheathing. From here, new rigid insulation, a water-resistant gypsum cover board and a fully adhered, black, EPDM roof membrane will be installed up and over the existing parapet cap sealing the exposed joint between the original aggregate concrete fascia panels and the concrete parapet wall.

To properly terminate the roof membrane, a new pre-finished metal parapet cap matching the color of the aggregate fascia panels will be installed. This new parapet cap will hide and protect areas of the aggregate panels that have chipped off over time.

The new roof assembly was specified to come with a 20-year manufacturer's warranty.

End of Scope of Work

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

BID TABULATION SUMMARY

LB262006

16-Jun-21

Lisa Kunz, City Clerk

Great Falls Public Library Re-Roof OF 1775

	Name & Address of Bidder	Acknowledge Add. #1	10% Bid Security	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	Metal Works of Montana, Inc., 3635 W Broadway, Missoula, MT 59808	√	√	√	√	\$266,583.00
2	Summit Roofing, Inc., 9550 Derby Dr., Missoula, MT 59808	√	√	√	√	\$362,520.00
3	Treasure State Roofing, 1026 2nd Avenue SW, Great Falls, MT 59404	√	√	√	√	\$324,674.00
4	C&C Construction of the Pacific Northwest, Inc., 3925 Birdseye Rd., Helena, MT	√	√	√	√	\$313,630.00
5	Centimark Corporation, 5816 Kennison Place, Billings, MT 59101	√	√	√	√	\$253,757.00
6						
7						
8						
9						
10						



June 17, 2021

Susie McIntyre, Director
Great Falls Public Library
301 2nd Avenue North
Great Falls, MT 59404

RE: Great Falls Public Library Re-Roof – O. F. 1775

Ms. McIntyre,

Nelson Architects recommends awarding CentiMark Corporation of Billings, MT the contract for the Great Falls Public Library Re-Roof project in the amount of \$253,757.00.

The contract amount referenced above includes the base bid in the amount of \$233,757.00 and the Miscellaneous Work item as stated on the project bid form for the amount of \$20,000.00.

Feel free to contact me with any questions or concerns you may have pertaining to this letter of recommendation.

Thank you.

Scott Keller,
Construction Administrator
Nelson Architects



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: New Health and Welfare Insurance Plan Agreements

From: Gaye B. McInerney, Human Resources Director

Initiated By: Rising Costs of Health Premiums and 2019 Commission Direction

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Agreements for the New Health and Welfare Benefit Plans for Employees of the City of Great Falls.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (ratify/not ratify) the proposed agreements for the new health and benefit agreements for the employees of the City of Great Falls.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission ratify the business and administrative services agreements with the new health and welfare benefits vendors to include:

Blue Cross Blue Shield of Montana (BCBS-MT) for medical, dental and vision insurances, claims administration, stop loss and pharmacy benefit manager (PBM),

Sun Life Assurance (Sun Life) for voluntary insurance products, e.g., life insurance, AD&D, long and short-term disability, critical care, etc.

BenefitHarbor for benefits enrollment,

Integrated Behavioral Health (IBH) for the employee assistance program (EAP),

Take Control for disease management services including lifestyle, education and health coaching services,

It Starts With Me (ISWM) for annual health screening wellness program, and

Application Software Inc. (ASIFlex) for administration of health and dependent care flexible spending and COBRA administration.

Summary:

During the ratification of the 2019 collective bargaining agreements, there was discussion regarding the double digit rising costs related to the City’s health insurance plan. At that time, the Commission provided direction to bid the health insurance plan for a new vendor. Alliant, the City’s benefits

consultant, conducted a request for bid for the professional services which took place in late March. Senior staff reviewed the results and selected new health and welfare insurance providers.

Fiscal Impact:

The City has moved from a pooled indemnity insurance plan to a self-insured plan. The projections are that the City will realize real time cash flow advantages from lower claims. Conservative self-insured underwriting estimates a 12 percent reduction in the FY22 plan year.

Alternatives:

The City Commission may choose not to ratify the proposed new vendor agreements and direct the City Manager to find alternative providers for health and welfare plan insurances.

Attachments/Exhibits:

All agreements are available in the City Clerk's office.



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10420- A resolution by the City Commission of the City of Great Falls, Montana, amending section (1)B of Resolution 10392 establishing the rates, fees and penalties associated with title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City's parking system.

From: Craig Raymond, Director, Planning & Community Development

Initiated By: Craig Raymond, Director, Planning & Community Development

Presented By: Craig Raymond, Director, Planning & Community Development

Action Requested: City Commission set a public hearing on Resolution 10420 for July 20, 2021

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (set/not set) a public hearing for Resolution 10420 on July 20, 2021."

2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission set a public hearing on July 20, 2021 for consideration of Resolution 10420.

Summary: On May 4, 2021, The City Commission adopted Resolution 10392 which provided for various changes to parking program fees. The Commission also approved the purchase of parking enforcement equipment and software in November of 2020. Since the installation of the new multi-space pay stations, staff, Parking Advisory Commission (PAC) members and downtown merchants have been receiving significant amounts of negative feedback regarding the inconvenient location of the new equipment for citizens with mobility or other physical impairments. Given the new machines are typically located as close to mid-block as possible, it was felt that the distance from many of the ADA parking spots to the pay stations and then onward to the desired business was too far to be considered reasonably located. Although the current configuration is not likely out of compliance with ADA requirements, staff placed the item on the May 2021 PAC meeting for discussion and possible action. The PAC discussed the matter and considered multiple options to resolve the issue including replacing the old meters at the head of each ADA signed parking stall. This was not preferred as it would void any benefits and savings that purchasing and utilizing the new LPR enforcement technology afforded. It was also noted that any citizen could use the Passport app instead of using the pay stations. Regardless, it was ultimately decided to recommend to the City Commission that all officially signed ADA parking

stalls should be free of charge thereby eliminating those parking in these designated spots from needing to use the mid-block pay stations. This approach appears to be the most cost effective and reasonable solution considered.

Fiscal Impact: Given the antique nature of the old meters and their lack of ability to provide essential data it is not known exactly how much revenue would be lost by providing limited free parking spots although it is thought to be the least cost approach to resolving the issue.

Alternatives: The City Commission may vote to not set a public hearing on Resolution 10420 and remand the matter back to the PAC for further consideration or keep parking fees unchanged.

Concurrences: The PAC has been advised of the proposed fee change and is supportive of the measure.

Attachments/Exhibits:

Resolution 10420

Parking District Map

RESOLUTION NO. 10420

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, ESTABLISHING THE RATES, FEES AND PENALTIES ASSOCIATED WITH TITLE 10 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE CITY'S PARKING SYSTEM.

WHEREAS, Title 10 of the OCCGF provides for various parking system related rates, fees and penalties to be established by Resolution; and

WHEREAS, a financially sound parking system and properly maintained parking facilities are essential to the continuing redevelopment of downtown Great Falls and to the many citizens and visitors who use those facilities; and

WHEREAS, the parking meter equipment was archaic making it difficult to repair or replace; and

WHEREAS, after considerable public input and fully studying the matter, the Parking Advisory Commission recommended the implementation of new equipment and technologies; and

WHEREAS, at the recommendation of the Parking Advisory Commission, the City Commission adopted Resolutions 10375 on November 4, 2020, and 10392 on May 4, 2021, implementing fees associated with the new equipment and technology; and

WHEREAS, subsequently, the Parking Advisory Commission received numerous complaints regarding the Americans with Disabilities Act (ADA) accessible parking spaces not being conducive to the locations of the newly installed payment kiosks; and

WHEREAS, after further review of the matter, the Parking Advisory Commission has set forth the recommendations herein.

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

(1) Metered Parking.

A. Metered parking rate. The rate for metered parking shall be \$1.00 per hour.

B. Metered parking rate exception. Mobility impaired individuals displaying an approved Disability Placard/License Plate parked in a signed, designated ADA parking space in the Downtown District, are exempt from the metered parking rate.

C. Courtesy ticket. The first violation by a particular vehicle, as identified by license plate number, for failure to pay for parking as required by OCCGF Title 10, Chapter 9, or for an expired meter or overtime parking as provided by OCCGF Title 10, Chapter 9, shall result in the issuance of a courtesy ticket. Said courtesy ticket thanks the driver for visiting downtown Great Falls and reminds him or her of the parking regulations. For the duration of ownership of each vehicle, only one courtesy ticket shall be issued. Courtesy tickets will not be issued for any of the other violations listed in OCCGF Title 10. A courtesy ticket will not be issued to the occupant of a vehicle that is associated with unpaid fees and/or penalties.

D. Accelerated penalties per year for failure to pay, expired meter, and overtime violations. The penalty for the second violation within a calendar year for failure to pay for metered parking as set forth in OCCGF Title 10, Chapter 21, or violation of expired meter or overtime parking as set forth in OCCGF Title 10, Chapter 21, shall be \$5. The penalty for the third violation within a calendar year shall be \$10; and, all subsequent violations by a particular vehicle within a calendar year shall be \$20 for each violation.

E. Other parking penalties. Penalties for all other violations listed in Title 10 of the OCCGF shall be \$20, except the fine for violations in disabled parking zones shall be \$100.

F. Miscellaneous parking fees.

- i. A \$.35 per transaction Mobile Payment for Parking (MPP) fee will be added to each parking transaction using the Mobile Payment App.
- ii. A \$3.00 per ticket paid, Citation Management Platform (CMP) Service and License fee will be added to each citation paid.
- iii. An additional 25% (CMP) service fee will be added to each citation that has not been paid within 30 days after the date of the citation for collection efforts.
- iv. A \$10 administrative fee shall be added to all penalties that are not paid within thirty (30) days after the date of the citation.
- v. A \$1.50 per notification letter fee shall be added to all citations that require notification letters to be sent to the registered owner(s) of vehicles which receive citations that are not paid within the (30) days after the date of the citation

vi. Pursuant to OCCGF Title 10, Chapter 10, the immobilization or “boot” fee shall be \$150.

vii. Pursuant to OCCGF Title 10, Chapter 9, the daily charge for a meter bag shall be \$5.

viii. Pursuant to OCCGF Title 10, Chapter 9, the monthly metered parking permits shall be \$25.

ix. Pursuant to OCCGF Title 10, Chapter 9, a nonrefundable \$100 fee must accompany an application to establish a freight or passenger loading zone, which is in addition to the actual costs of marking and/or signing the zone if the application is approved. The fee shall be waived for passenger loading zones at public schools.

x. Pursuant to OCCGF Title 10, Chapter 9, a \$75 combined application and installation fee shall be charged for disabled parking zones.

(2) **Courtesy parking.** Pursuant to OCCGF 10, Chapter 9, the cost of a courtesy parking space shall be \$400 per year for each parking space on Central Avenue, and \$300 per year for each parking space that is within the Downtown Parking Management District, but not on Central Avenue. This annual fee is in addition to the actual cost of installing the courtesy parking sign(s).

(3) **Pedlet Space Lease.** The cost for leasing each on-street parking space for the construction and occupancy of a “Pedlet” shall be the same cost as is established for a "Courtesy Parking Spot" prorated by month for the duration that the “Pedlet” consumes each on-street parking spot.

(4) **City parking facilities.** Pursuant to OCCGF Title 10, Chapter 9, the City Manager shall, on recommendation of the Parking Advisory Commission, establish the hourly, daily and monthly lease rates charged for parking in City owned or operated off street lots or garages.

A. Parking Ramps/Garages. The monthly lease rates for the City’s parking ramps/garages located at Second Avenue South/Third Street and First Avenue North/Fourth Street North shall be \$51 monthly. The City Manager may negotiate and authorize special incentive rates for bulk parking leases for customers who either lease numerous garage spaces and/or pre-pay leases for a period of one year or more. All fees for leases shall be non-refundable.

B. City parking lots. The lease rates for parking lots 2, 4, 6, 7 & 8, shall be \$0.50 per hour/\$5 per day/\$35 monthly. The City Manager may negotiate and authorize special incentive rates for bulk parking leases for customers who either lease numerous surface lot

spaces and/or pre-pay leases for a period of one year or more. All fees for leases shall be non-refundable.

C. Digital Permits for Parking. A \$2.50 per month service and license fee will be added to each active monthly garage or parking lot permit. Those customers purchasing an annual permit will be charged \$4.00, or charged \$.33 per month for each active annual permit.

(5) Parking management district map. The “Official Parking Management District Map of the City of Great Falls, Montana,” is adopted as appended to this Resolution.

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this Resolution 10420 supersedes Resolution 10392 effective upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, July 20, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

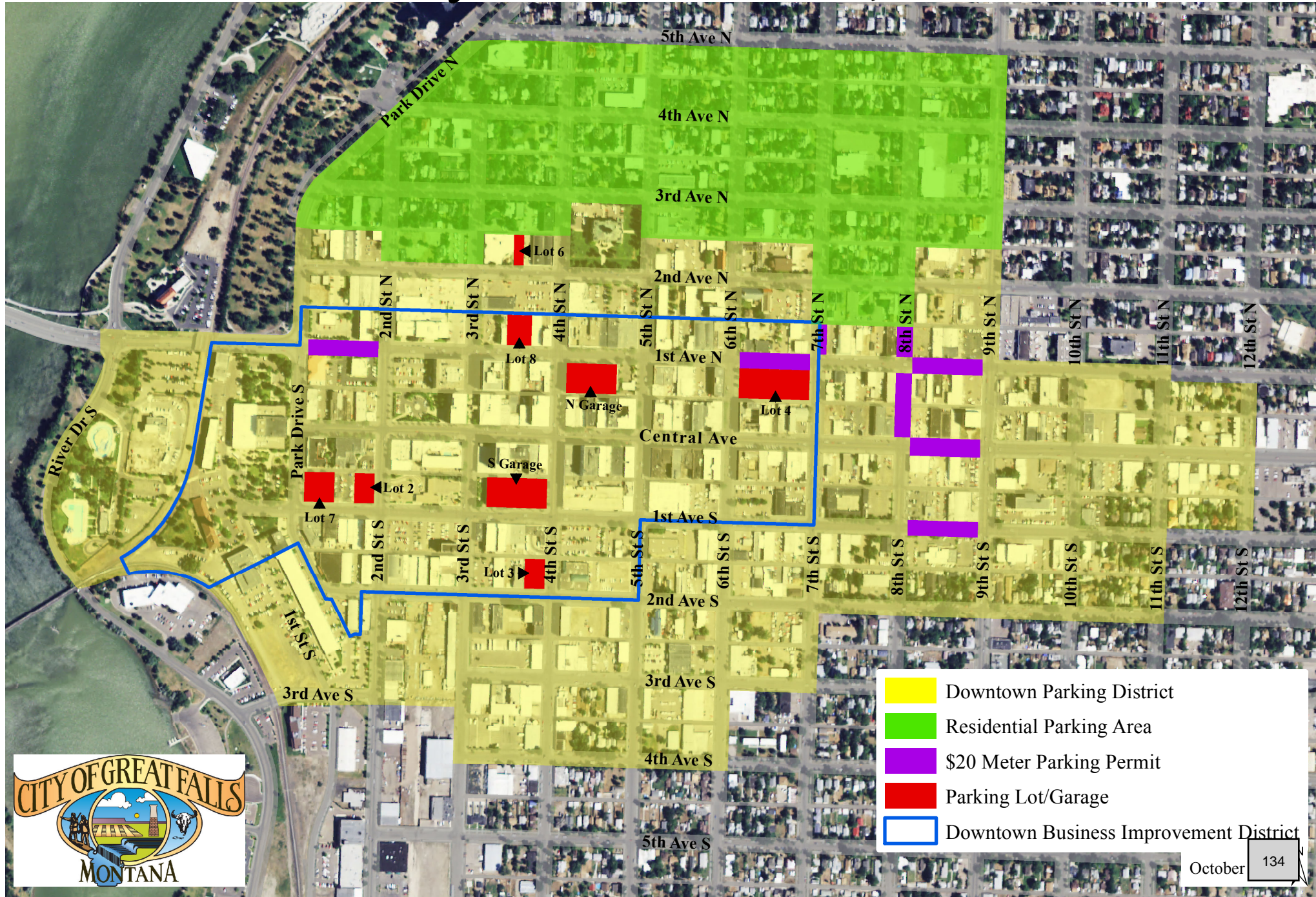
(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

The Official Parking Management District Map of the City of Great Falls, Montana

Agenda #24.





Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Business Improvement District (BID) FY 2022 Budget and Work Plan

From: Melissa Kinzler, Finance Director

Initiated By: Business Improvement District Board of Directors

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission set public hearing date of July 20, 2021 for the Business Improvement District (BID) FY 2022 Budget and Work Plan

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for the FY 2022 Business Improvement District Budget and Work Plan for July 20, 2021.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: The BID recommends that the City Commission set the public hearing for the FY 2022 BID Budget and Work Plan for July 20, 2021.

Background: The initial creation of the BID was in 1989. It was renewed in 1999, 2009, and 2019 each for periods of ten years by petition of the property owners within the District.

The Business Improvement District's overall purpose is to utilize assessment dollars through the BID to improve and revitalize the downtown area. If there are any material increases or decreases in the actual assessment from the approved budget, the BID's Board will either request a budget amendment from the City Commission or the Board will include the amount of revenue whether it be an increase, or decrease, in their Budget and Work Plan for the coming fiscal year. The BID has not changed the areas of the district boundaries since its origination date.

According to MCA Section 7-12-1132(3), the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may approve the plan or request that amendments be made to it, prior to levying an assessment on all properties within the district to defray the costs.

A separate resolution to levy and assess the properties within the district will be brought to the City Commission after Certified Market Values are received from the DOR.

Fiscal Impact: The BID is projecting annual revenue for Fiscal Year 2022 of approximately \$253,000 in assessments. The funds are used to operate the BID office, grant programs, tree maintenance, beautification efforts and additional projects for streetscapes, and economic growth.

The assessment will be according to the formula approved by the BID Board and the City Commission:

1. a flat fee of \$200.00 for each lot or parcel without Land Use Code of 125;
2. a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 which is a Residential Condominium;
3. an assessment of \$.00165 times the market valuation as provided for by the Montana State Legislature;
4. and an assessment of \$.015 times the square footage of the land area.

Alternatives: The City Commission could request the BID Board make changes to either the Budget or Work Plan.

Concurrences: The BID partners with several organizations to provide results and follow the overall purpose for the BID. Finance staff is responsible for assessing and collecting the revenues.

Attachments/Exhibits:

Work Plan 2021-2022

BID Final Budget

Map of BID Boundaries

Legal Notice



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT

WORK PLAN

2021-2022

Agenda #25.



The mission of the Great Falls Business Improvement District (BID) is to represent the unique interests of the business and property owners located within the district. The goal of the BID is to create an environment that is appealing to shoppers, office workers, residents, tourists, and new businesses and investors. Overall, the BID is responsible for downtown revitalization through economic development, real estate development, short and long-range planning, grant program administration, and physical and environmental improvement programs.

The BID will provide the following services within the designated boundaries over the next fiscal year:

➤ **Downtown Property Investments**

- Invest in downtown properties through our many grant programs.
 - Current grant programs may include, but are not limited to: Interior & Business Incentive
- Utilize additional grant programs to supplement BID grant monies
 - Tax Increment Financing (TIF)
 - The BID will continue to support the Downtown Development Partnership (DDP) in administering the TIF

➤ **Downtown Safety & Security**

- Continue to take a lead role in organization and promoting Downtown Safety & Education
 - Working with partner organizations of the Downtown Safety Alliance
 - Support the BRIC Officer from the Great Falls Police Department
 - Support the Great Falls Police Department's Volunteer Program
 - Management of the Coins for a Cause Program
 - Continue Business Watch/Safety Education Programs

➤ **Unifying Entities**

- Communication
 - Provide our property & business owners information on the BID and our programs
- Volunteers
 - Continue support of the Downtown Chicks, an established pool of volunteers that can be utilized as a resource for events & special projects
 - Continue support of the Building Active Communities Initiative (BACI)
 - Work with organizations to coordinate improvement efforts of our downtown
- Downtown Partnership
 - The BID will be an active participant in the DDP, working to implement the Downtown Master Plan
 - The BID will take the lead on citywide Wayfinding Implementation
 - The BID will support the Downtown Great Falls Association
 - The BID will support the Great Falls Development Authority and the Downtown Business Development Officer position
 - The BID will support the following organizations, the Great Falls Area Chamber of Commerce and Montana Tourism via Convention Visitors Bureau membership
- City Boards
 - Serve as ex-officio on the Parking Commission
 - Serve as ex-officio on the Historic Preservation Advisory Commission

➤ **Beautification**

- Downtown Public Art Projects – Lead in the organization of ArtsFest MONTANA
 - Continue support of the Urban Art Project
- Trash Removal/Graffiti Removal
- Snow Removal
- Tree & Flower Maintenance –via funding for tree maintenance from the Downtown TIF
- Holiday Décor/Banners/Flags
- Sound System

**BID
BUDGET
FY 2022**

Revenues

Assessments	\$	253,000
Assessment Receivable	\$	15,000
Business Watch	\$	500
Coins for a Cause	\$	500
Downtown Art - Sponsorships	\$	25,000
Interest Income	\$	150
TIF Funds - Tree Work	\$	25,000
Urban Art Project	\$	8,500
Wayfinding	\$	150,000
Prior Year Carryover - Cash	\$	100,000
Total Revenues	\$	577,650

Expenses

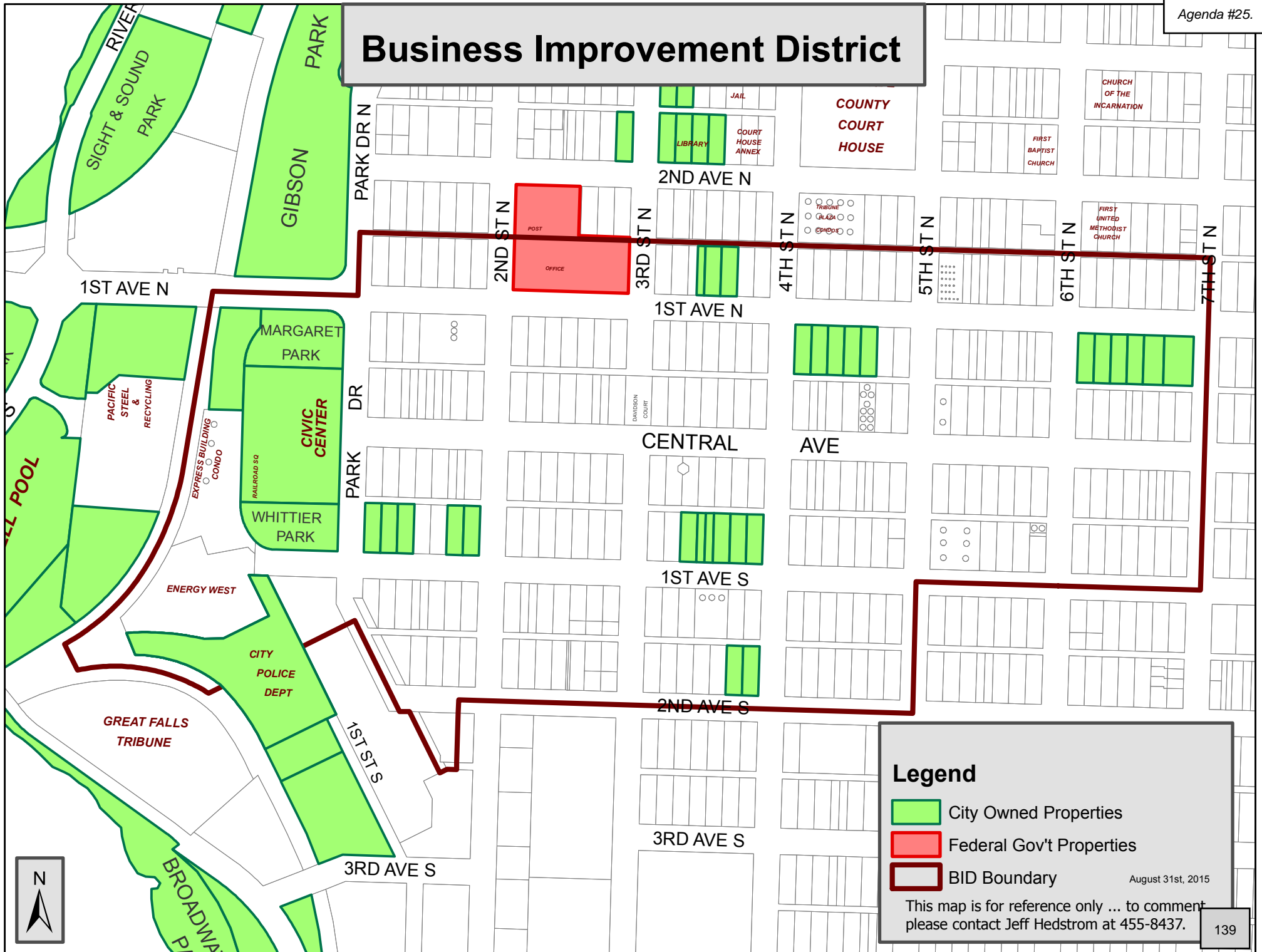
Advertising	\$	100
Web Design	\$	250
Beautification	\$	2,500
Art Downtown	\$	35,000
Flowers	\$	500
Sound System	\$	500
Snow Removal	\$	5,000
Trash Removal	\$	10,000
Tree Program	\$	25,000
Holiday Décor	\$	10,000
Business Grants	\$	134,410
Business Watch	\$	500
Coins for a Cause	\$	500
Contract Services	\$	35,000
Donations	\$	-
Dues & Subscriptions	\$	2,950
Employee Benefits	\$	300
Insurance	\$	5,000
Miscellaneous	\$	-
Office Equipment	\$	1,000
Office expense	\$	1,000
Payroll taxes	\$	13,000
Professional Services	\$	4,800
Rent	\$	5,000
Salaries	\$	85,000
Special Projects	\$	36,605
Supplies	\$	3,000
Taxes, Licenses & Fees	\$	35
Telephone/Internet	\$	1,500
Travel & Education	\$	500
Urban Art Project	\$	8,500
Utilities	\$	200
Wayfinding	\$	150,000
Total Expenses	\$	577,650

Net Revenue/Loss

\$	-
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Business Improvement District



Legend

- City Owned Properties
- Federal Gov't Properties
- BID Boundary

August 31st, 2015

This map is for reference only ... to comment please contact Jeff Hedstrom at 455-8437.

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Business Improvement District (BID) budget and work plan for Fiscal Year 2021/2022 will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, July 20, 2021, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said BID budget and work plan or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

Documents pertaining to this agenda item are posted on the City's website at <https://greatfallsmt.net> under "Meetings," and are on file for public inspection during regular office hours at the City Clerk's Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 11 and 18, 2021



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Tourism Business Improvement District (TBID) 2021/2022 Budget and Work Plan

From: Melissa Kinzler, Finance Director

Initiated By: Tourism Business Improvement District Board of Directors

Presented By: Rebecca Engum, Great Falls Tourism Director

Action Requested: City Commission set public hearing date of July 20, 2021 for the Tourism Business Improvement District (TBID) 2021/2022 Budget and Work Plan.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for the 2021/2022 Tourism Business Improvement District Budget and Work Plan for July 20, 2021.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: The TBID recommends that the City Commission set the public hearing for the 2021/2022 TBID Budget and Work Plan for July 20, 2021.

Background: The initial creation of the TBID was in 2008. On February 6, 2018, the City Commission approved Resolution 10222 re-creating said TBID for a duration of ten (10) years. The TBID's overall purpose is to promote tourism, conventions, trade shows, and travel to the City of Great Falls through the use of assessment revenue. If there are any material increases or decreases in the actual assessment from the approved budget, the TBID's Board will either request a budget amendment from the City Commission, or the Board will include the amount of revenue whether it is an increase or decrease in their Work Plan and Budget for the coming Fiscal Year.

According to MCA Section 7-12-1132(3), the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may approve the plan or request that amendments be made to it, prior to levying an assessment on all properties within the district to defray the costs.

Fiscal Impact: The TBID is projecting annual revenue for Fiscal Year 2021/2022 of approximately \$511,216 in assessment dollars.

The assessment will be according to the formula approved with the re-creation of the district:

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31 or more rooms and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-30 as prescribed in Mont. Code Ann. Section 7-12-1133(f). The new assessment method began on July 1, 2018, so Fiscal Year 2021/2022 will be the third year of billing the assessment with the new formula.

Alternatives: The City Commission could request the TBID Board make changes to either the Budget or Work Plan.

Concurrences: The TBID partners with several organizations to provide results and follow the overall purpose for the TBID. Finance staff is responsible for assessing and collecting the revenues.

Attachments/Exhibits:

TBID Budget and Work Plan

Map of TBID Boundaries

Legal Notice

Great Falls Montana Tourism Budget
July 1, 2021 - June 30, 2022
Adopted 6-17-2021

	CVB	General	EDA	PPP #2	TBID	Total
Income						
1 Bed Tax	\$150,000	\$0	\$0	\$0	\$0	\$150,000
a Previously Undistributed Bed Tax	\$0	\$0	\$0	\$0	\$0	\$0
2 TBID Assessment	\$0	\$0	\$0	\$0	\$511,216	\$511,216
a FY21 Reserves	\$0	\$0	\$0	\$0	\$149,195	\$149,195
b Committed Reserves	\$0	\$0	\$0	\$0	\$30,000	\$30,000
c Carryover	\$0	\$0	\$0	\$16,751	\$110,000	\$126,751
3 Membership	\$0	\$10,500	\$0	\$0	\$0	\$10,500
4 Grant	\$0	\$0	\$0	\$0	\$0	\$0
5 Advertising	\$0	\$11,725			\$0	\$11,725
Total Income	<u>\$150,000</u>	<u>\$22,225</u>	<u>\$0</u>	<u>\$16,751</u>	<u>\$800,411</u>	<u>\$989,387</u>
Expenses						
Personnel						
6 Wages	\$26,450	\$0	\$0	\$16,751	\$121,799	\$165,000
7 Payroll Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$29,160</u>	<u>\$29,160</u>
Total Personnel	<u>\$26,450</u>	<u>\$0</u>	<u>\$0</u>	<u>\$16,751</u>	<u>\$150,959</u>	<u>\$194,160</u>
Administration						
8 Rent	\$0	\$0	\$0	\$0	\$10,001	\$10,001
a 15 Overlook Dr	\$0	\$0	\$0	\$0	\$110,000	\$110,000
9 Utilities	\$0	\$0	\$0	\$0	\$19,680	\$19,680
10 Memberships	\$0	\$0	\$0	\$0	\$2,760	\$2,760
11 Subscriptions	\$0	\$0	\$0	\$0	\$16,000	\$16,000
12 Maintenance	\$0	\$0	\$0	\$0	\$3,900	\$3,900
13 Supplies	\$0	\$0	\$0	\$0	\$8,500	\$8,500
14 Postage	\$0	\$0	\$0	\$0	\$1,000	\$1,000
15 Insurance	\$850	\$0	\$0	\$0	\$3,200	\$4,050
16 Professional Fees	\$1,700	\$0	\$0	\$0	\$19,500	\$21,200
17 TAC	\$1,000	\$0	\$0	\$0	\$0	\$1,000
18 Professional Development	\$0	\$0	\$0	\$0	\$2,500	\$2,500
Total Admin	<u>\$3,550</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$197,041</u>	<u>\$200,591</u>
19 Leisure Traveler Marketing						
a Media Placement	\$82,300	\$0	\$0	\$0	\$118,260	\$200,560
b Management	\$10,400	\$0	\$0	\$0	\$14,300	\$24,700
c Planning and Reporting	\$9,600	\$0	\$0	\$0	\$13,200	\$22,800
d Production	\$7,200	\$0	\$0	\$0	\$9,900	\$17,100
20 Conventions Meetings & Groups	\$0	\$0	\$0	\$0	\$40,000	\$40,000
21 Destination Development	\$0	\$0	\$0	\$0	\$170,000	\$170,000
22 Opportunity	\$1,000	\$0	\$0	\$0	\$5,000	\$6,000
23 Marketing Grants	\$0	\$0	\$0	\$0	\$51,751	\$51,751
24 Photo & Video Library	\$0	\$0	\$0	\$0	\$10,000	\$10,000
25 Visitor Guide	\$4,500	\$7,500	\$0	\$0	\$0	\$12,000
26 Joint Venture	\$5,000	\$14,000	\$0	\$0	\$0	\$19,000
27 Trade Shows	\$0	\$0	\$0	\$0	\$0	\$0
28 Website	\$0	\$0	\$0	\$0	\$10,000	\$10,000
29 Events	\$0	\$725	\$0	\$0	\$10,000	\$10,725
30 Reserves	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	<u>\$150,000</u>	<u>\$22,225</u>	<u>\$0</u>	<u>\$16,751</u>	<u>\$800,411</u>	<u>\$989,387</u>
Net Profit	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>



2022 Marketing Plan and Operation Strategy

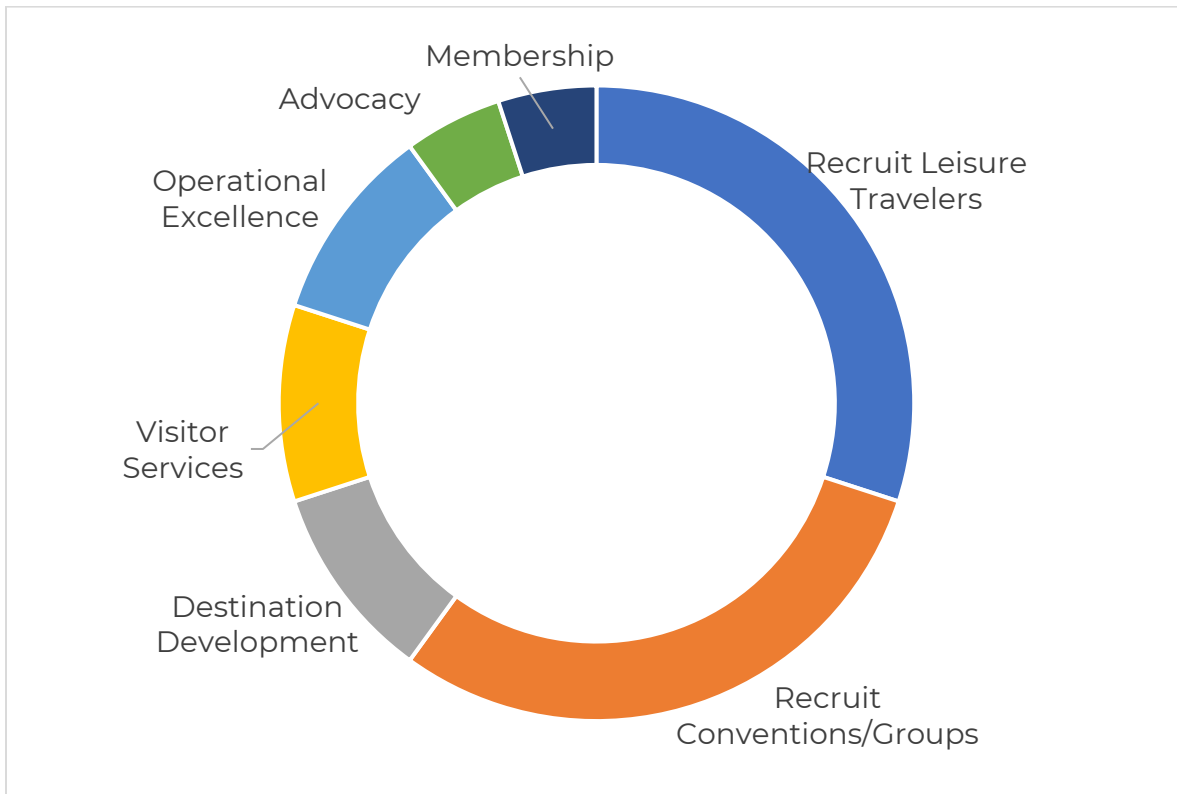


July 1, 2021 - June 30, 2022

www.VisitGreatFallsMontana.org

Great Falls Montana Tourism is the destination management organization for Great Falls, Montana. Our efforts are to:

1. Promote Great Falls to potential leisure travelers.
2. Recruit meetings and conventions to Great Falls.
3. Support tourism infrastructure assets.
4. Assist in-market guests with having an only in Great Falls experience.
5. Invest in new and growing events.
6. Advocate for the Tourism industry.
7. Recruit members.



Our team is focused on the organization's mission to strengthen our economy by promoting the uniqueness of Great Falls, Montana to visitors that will generate an overnight stay in Great Falls.

There are 466 incorporated places that have a population of between 50,000 to 99,999, Great Falls is 1 of them. 741 with 25,000 to 49,999. That is 1,206 options other than Great Falls that offer meeting and leisure travel opportunities. Our job is to get Great Falls known, and then, make people fall in love with our unique opportunities. That doesn't account for the 314 other places with a population of 100,000 or more, just in the United States. (Attachment 1)

To stand out in a saturated destination marketing environment, Great Falls, Montana requires a bold and innovative approach. Great Falls is marketed as Montana's greatest dam town that is a basecamp to unspoiled nature, breathtaking diverse landscapes, and friendly, relaxed hospitality. Our tone is conversational, punny (yes, pun-ny), simple, and confident. The use of the word dam is used in marketing headlines when images are of

dams, and sparingly in other efforts. We use a double exposed image over a landscape in our promotion to juxtapose the outdoors and illustrate the art in Great Falls that differentiates us from other Montana communities and from the 1,520 other communities via for attention. (Attachment 2)

We compare our efforts against benchmark communities as well as our own historic performance. Those benchmarks include:

- Billings, MT
- Missoula, MT
- Kalispell, MT
- Casper, WY
- Spokane, WA
- Boise, ID
- Sioux Falls, SD
- Grand Forks, ND

According to the Institute of Tourism and Recreation Research (ITRR), Great Falls hosted 44% fewer overnight visitors in 2020 than it did in 2019. Room demand was 29% lower in 2020 compared to 2019. Our 2020 lodging collections were 40% lower than 2019. (Attachment 3) The Canadian Border was closed to non-essential travel and the east entrances to Glacier National Park were closed. As we begin to move forward, 2019 will be held as our benchmark for recovery and 2020 will remain an oddity for data due to COVID-19.

RECRUIT LEISURE TRAVELERS

ITRR data shows that Great Falls receives the propensity of its visitors from Washington, Idaho, Colorado, California, Minnesota, Florida, Illinois, Oregon, North Dakota, Utah, and Texas. Overnight visitors to Great Falls primarily enjoy scenic driving, day hiking, recreational shopping, wildlife watching, nature photography, and visiting museums/historical sites. Great Falls Montana Tourism has received 22,718 inquiries in fiscal year 2021, mostly coming from Texas, California, Florida, Ohio, Michigan, Illinois, Pennsylvania, Missouri. They predominately arrive by personal vehicle and are repeat visitors. Our visitors are couples, 55 years old and older, with an income range of \$75,000 to \$150,000. (Attachment 4)

Target Markets

- Active Independent Adventure Couples 35-65 years old who live in
 - Drive Markets – Spokane, Coeur d’Alene, Boise, Bismarck, Fargo, Rapid City, Alberta, Saskatchewan
 - Direct Fly Markets – Denver, Seattle, Chicago
 - Originating Flight Markets – Los Angeles, Texas (Dallas, San Antonio, Austin)
 - Emerging Markets – Nashville, Milwaukee



- Culture and History Buffs aged 50-65 who live in
 - Drive Markets – Spokane, Coeur d'Alene, Boise, Bismarck, Fargo, Rapid City, Alberta, Saskatchewan
 - Direct Fly Markets – Denver, Seattle, Chicago
 - Originating Flight Markets – Los Angeles, Texas (Dallas, San Antonio, Austin)
 - Emerging Markets – Nashville, Milwaukee
- Event Experiencers aged 25-45
 - Local Drive markets – Billings, Bozeman, Butte, Missoula, Kalispell
 - Drive Markets – Spokane, Coeur d'Alene, Bismarck, Fargo, Rapid City, Alberta, Saskatchewan
- Shop & Diners aged 25-65
 - Drive Markets – Alberta, Saskatchewan
- Flight Credit Holders (Delta, United)

(Attachment 5)



Traditional Paid Media

- Provide outdoor recreation, cultural amenities, event, and itinerary messaging through paid ads on Facebook, Instagram, SnapChat and YouTube.
- Market Great Falls' outdoor recreation and cultural amenities through articles published on digital and print platforms.
- Place ads in niche print publications.
- Take advantage of media opportunities that leverage video assets.
- Take advantage of media opportunities that retarget audiences engaging with a first Great Falls message.
- Take advantage of media opportunities that leverage Glacier and Yellowstone National Park trip planners and visitors.
- Create custom landing pages to support all paid media placement for better tracking.

Non-Traditional Paid Efforts

- Find opportunities to leverage influencers that will produce a strong return on investment.
- Local product production partnerships: Pasta Montana, JJ Johnson, Mighty Mo, Mountain Wave Distilling, and others.
- Find ways to promote Great Falls through Great Falls Sporting Venues: Electric City Raceway, Great Falls Trap and Skeet Club, Centene Stadium, Montana ExpoPark, Great Falls Ice Plex, and Mclaughlin Center.
- Lead a targeted innovative "It's Greater in Great Falls" guerilla marketing effort in Texas, if new direct flight announced.

Events

- Support Western Art Week show organizers by listing their shows and events at WesternArtWeek.com.
- Support Western Art Week shows by producing a comprehensive guide to all activities during the week and making them available to all guests.

- Promote Western Art Week to Event Experiencers, Shop & Diners, and History Buffs as a supplement to the show organizers promotion to art buyers.
- Coordinate “The Greatest Dam Mimosa Showdown” the weekend of National Mimosa Day, to include a pub crawl the night before and brunch the day after, leveraging technology assets to determine value.
- Support the launch of The Newberry with marketing grant investment.

Joint Ventures

- Participate in State of Montana Department of Tourism and Business Development opportunities that offer video or content placements.
- Participate in strategically aligned opportunities provided by partners.
- Provide opportunities to partners to capitalize on consumer awareness built by Great Falls Montana Tourism to increase interest for the member’s business.
 - These ads will appear among Great Falls Montana Tourism branded ads for increased impact. While the Great Falls, Montana brand ads provide orientation to answer the question, “Where in Montana?” joint venture ads have the opportunity to provide the answer to “How/What in Great Falls, Montana?”



Public Relations

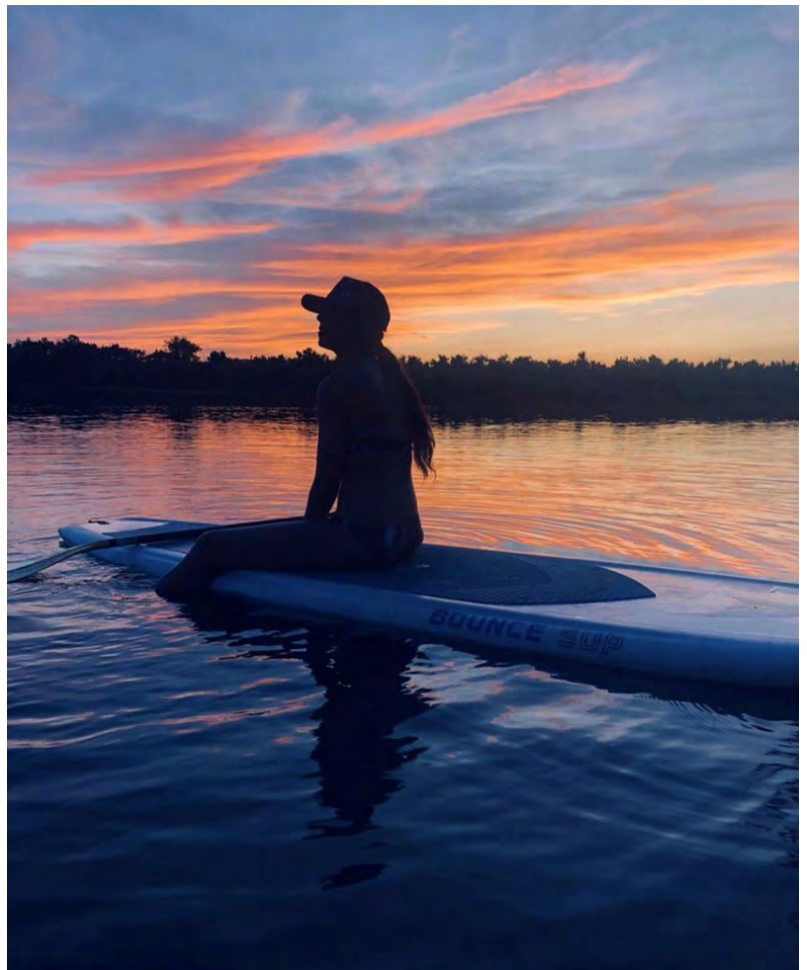
- Subscribe to media request service and respond to appropriate leads to generate interest for Great Falls, Montana.
- Establish relationships with writers and offer familiarization tours in exchange for media coverage.

Facebook

- Be the leader in producing original content about Great Falls and posting Glimpse of Great Falls videos, Did you Know/Check this Out posts, podcast new episode announcement posts, new blog announcement posts.
- Members who create Facebook Events will have those events added to our page's event section.
- Launch member developed "Show Me" video segments where members will provide Great Falls Montana Tourism short videos that provide insider tips and behind the scene developed about their business.
- Relaunch "What's Up Wednesday" video segment that will feature a new event or special activity happening in two to three weeks from the time of post.
- Share posts of positive news highlighting the Great Falls' community, current non-political events, and exciting opportunities with the primary objective to make Great Falls, Montana the destination for a leisure traveler.
- Invite people who engage with our content to Like our page.
- Respond to comments and messages, both positive and negative, as appropriate.

Instagram

- Post breathtaking, emotion invoking photos.
- Secure rights and leverage user-generated content that showcases our diverse landscapes and seasonal experiences in and around the basecamp; an approximate 60-mile radius from Great Falls.
- Include simple conversational toned captions, a location, and the minimum following hashtags: #VisitGreatFalls #GreatFallsMontana #GreatFallsMT #GreatFalls #Montana on all posts. Additional trending experience, season, and image specific hashtags will be included to leverage larger feeds.
- Post videos sparingly as we want the market to engage within seconds.
- Include shared stories that highlight outdoor adventure in Great Falls and the surrounding area that Great Falls Montana is tagged in, or with similar original content, as stories.



Twitter

- Post in real time as events occur, conversational confident toned tweets and attempt to engage, as appropriate, people of notoriety with our tweets.

YouTube

- Maintain a library of Great Falls Montana Tourism videos that currently includes Montana People of Great Falls series, Introduction to Great Falls series, and our podcast, We're No Dam Experts, episodes.
- If a partner, or staff capacity is found, launch "We Want You Here" video series for YouTube that builds off the Montana People of Great Falls video series by highlighting business owners and influential residents sharing what makes Great Falls unique and ending with inviting the viewer to Great Falls.

(Attachment 6)



We're No Dam Experts Podcast

- Create, produce and deliver a weekly episode on a topic about Great Falls, Montana and publish to podcast libraries.
- Create a landing page for each episode and link that page to the show landing page.

Website

- Develop and source, from partners and industry experts, blogs for www.VisitGreatFallsMontana.org that will share first person experiences for other's to engage with.
- Create evergreen itineraries to inspire leisure travelers next trip to Great Falls.
- Develop custom content, as appropriate, to orient leisure travelers with Great Falls.
- Create digital passes that reduces the need for paper and will offer virtual guided engagement through Great Falls.
- Establish dedicated content for wedding and sport segments.

Direct Communication

- Create and deliver a seasonal "Get to Know Great Falls" email to all new inquiries on the following Tuesday after they are received.
- Create and deliver a monthly "Adventure Awaits" email to our entire leisure traveler database.
- Create and deliver special edition focused email communications to targeted interests as the need arises.

Photos and Videos

- Secure new photos for owned and paid media utilizing hired photographers for staged shoots, call for submission to amateur photographers, and photo contests.
- Develop new video content to promote Great Falls with connected to outdoors, art, food and shopping.

Visitor Guide

- Provide enhanced, flippable, experience for Visitor Guide online.
- Print a limited run of guides and offer print on demand of the guide from our website.
- Distribute printed guides through Certified Folder for Yellowstone and Glacier Routes.
- Provide printed guides to those who request one.



RECRUIT CONVENTIONS

The meeting industry will take more time than leisure to fully recover. According to a Meeting Planners International (MPI) survey, 45% of planners anticipate holding their next face to face event between July and December 2021 and 61% expect to offer a hybrid component to that face-to-face event. Hybrid will be part of all future face to face events according to 66% of meeting planners. COVID-19 continues to impact planning, with meeting planners giving preference to places with upgraded air filtration systems, rapid testing, outdoor space options and limiting capacity. (Attachment 7)

Target Market

- Associations west of Mississippi River who host meetings and conventions with 350+ attendees within the following industries:
 - Agriculture
 - Arts
 - Culture
 - Outdoor Recreation
- Montana Associations who are open to considering new locations.
- Montana regional sporting events.

Leverage Competitive Advantages

- Access through direct flights to Seattle on Alaska, Salt Lake City and Minneapolis on Delta, Denver and seasonally Chicago on United, Las Vegas and Phoenix on Allegiant using GTF.
- Montana's 3rd Largest City with 60,000 residents.
- 2,300 available lodging rooms.
- Emotional connection to Montana.
- Variety of budget conscious options.
- Outdoor space options.

Develop the Pipeline

- Search MINT+ database for new meeting and convention opportunities by industry and location.
- Deliver Bring it to the Basecamp presentations to local civic organizations and ask for referrals of meeting and convention opportunities.
- Network with local leaders to find industry associations or passion projects connected to and ask for referral to bring opportunity to Great Falls.
- Attend Hosted Buyer Shows to pitch Great Falls 1:1 with targeted meetings planners.
- Work with local venues to develop a comprehensive calendar of projects and leverage for national opportunities connected to already secured business.
- Search like communities for booked business and research prospect.
- Prospect through LinkedIn to connect with meeting planners.

Engage Meeting Planners

- Communicate directly by telephone, video, email and 1:1 meetings.
- Provide letters of interest highlighting Great Falls' competitive advantage.
- Incentivize communication with small, Great Falls specific, door openers.
- Host Familiarization Tours, in person and virtually.
- Utilize LinkedIn to highlight activities, space, unique opportunities, and successes.
- Create and deliver monthly "Bring it to the Basecamp" email communication and incentivize submission of open RFPs.
- Create and deliver content that demonstrates how Great Falls successfully hosts a variety of projects through direct email communication and LinkedIn.
- Conduct venue interviews showcasing capabilities and personality of Great Falls and deliver through direct email communication and LinkedIn.
- Create "Friday Feel" segments that showcase unique experiences for attendees that will be housed on YouTube and shared through direct email communication and LinkedIn.
- Maintain Memberships in
 - Destinations International
 - DMA West
 - Montana Society of Association Executives

Respond to Requests for Proposals

- Request room rates & availability from all lodging properties via email for leads.
- Provide information on applicable resources, such as catering, live music, networking events, transportation, and family itineraries.
- Provide incentives and leverage incentive requirements for member benefit.
- Develop and deliver custom pre/post conference itineraries for attendees.



- Highlight unique industry opportunities available for keynote addresses or on-site tours.
- Pitch unique attendee experience opportunities to increase attendee interest.

Convention Services

- Provide Only Attendees digital pass for attendees to hold full conference agenda and plan for after conference activities and receive special offers from members.
- Aid meeting planners in building attendance by attending preceding event, providing social media posts about Great Falls, and/or distribute communications about Great Falls to potential attendees.
- Provide Family/Partner itineraries to increase add-on attendance.
- Develop pre/post conference itineraries for distribution to meeting attendees.
- Provide connections to community and industry leaders, local service providers, and community engagement opportunities.
- Survey meeting planners after event to obtain feedback on services and secure testimonials to use in future marketing.
- Offer Welcome Booth at event with Great Falls resources to provide attendees information about things to do after conference.
- Deliver sponsorship opportunities for landed projects to members.



DESTINATION DEVELOPMNET

- Provide education on the details and the economic value of improving Montana ExpoPark to civic groups, organizations, and resident groups.
- Invest in and support the efforts through the Small Community Air Service Development grant, led by Great Falls International Airport Authority.

- Invest in and support the efforts of the Low-Cost Air Initiative that looks to bring cost competitive new flights into Great Falls, led by Great Falls area Chamber of Commerce Foundation.
- Provide data and insight to efforts that will enhance Great Falls' competitiveness for overnight visitation.
- If EDA Grant secured, work with a consultant to analyze Great Falls' capacity for hybrid meetings at local venues.
- Conduct interviews with meeting planners for "Let's Give 'em What They Want" meeting partner engagement series.
- Establish relationships with University of Providence and Great Falls College-MSU to promote Great Falls to prospective students and parents to come visit.
- Establish relationships with Great Falls Clinic and Benefis Health Systems to promote Great Falls to outpatient users.
- If EDA Grant secured, make investments to support Voices of Montana Tourism and Great Falls Development Authority.
- Create and deliver "Let's Partner" Marketing Series Workshops to cover how to leverage Great Falls Montana Tourism's efforts and develop an event mini-marketing plan to attract overnight visitors.
- If EDA Grant secured, offer grants for marketing events.
- Continue to create alliances with willing partners to further the efforts of Great Falls Montana Tourism.

VISITOR SERVICES

- Greet all in-market guests, answer questions, and add value by over sharing about Great Falls, Montana.
- Greet all callers, answer questions, and add value by over sharing about Great Falls, Montana.
- Provide printed materials as requested, while encouraging electronic delivery.
- Work with partners to bring additional opportunities to Overlook Park, such as food trucks, bike rentals, and disc golf equipment rentals once relocated to 15 Overlook Drive.
- Develop displays for in-market guests to engage with throughout 15 Overlook Drive.



OPERATIONAL EXCELLENCE

- Conduct weekly Pipeline Meetings to prioritize leads, discuss what it will take to land projects, and strategize next steps for landed business.
- Conduct weekly Team Meetings to prioritize for the week, discuss hurdles, and strategize owned and paid media efforts.
- Create and deliver meeting progress reports as needed to venues and lodging properties regarding leads lost and secured and known business occurring in Great Falls.
- Create and deliver quarterly Basecamp Briefs for members, lodging properties and community leaders.
- Create and deliver weekly, Tourism Tuesday emails for interested parties and Board of Directors that highlights the team's results and pertinent items that affect Tourism, from the previous week.
- Create and deliver weekly Operations Update emails for the Board of Directors that provides insight to the pipeline, team's efforts, and paid media results.
- Create and deliver weekly, The Eventory, an inventory listing of events occurring in Great Falls for our event industry partners, interested parties, and lodging properties to aid in itinerary fillers for in-market guests and strategic planning or collaborating on established and new events.
- Provide staff opportunities for continuous education within the industry and their area of professional purpose.
- Oversee annual audit of assessment and tax funds. Coordinate 990 preparation for Great Falls Convention and Visitors Bureau. Submit annual reports for both Great Falls Tourism Business Improvement District and Great Falls Convention and Visitors Bureau. Deliver quarterly financial reports for Great Falls Convention and Visitors Bureau. Complete annual marketing evaluation report for Great Falls Convention and Visitors Bureau.
- If walk-in traffic reaches a level to warrant, add Guest Services Manager, either as part time, full-time seasonal, or in partnership with River's Edge Trail Foundation. (Attachment 8)
- If EDA Grant secured, conduct Destination Next assessment, strategic planning, and market analysis.
- Track all activity for inquiries, leads, projects, and partners through iDSS customer relationship management system.
- If EDA Grant secured, buy Economic Impact Calculator to integrate into iDSS to quickly assess impact of landed business.
- Track organization goal progress, owned and paid media, visitation, lodging tax collection, and TBID assessment collection in Performance Dashboard and deliver report monthly to Board of Directors.



- Conduct monthly Board of Directors Meetings to monitor financials, review progress towards goals, review strategy, and adopt changes in strategic efforts.
- Provide live and recorded Director orientation.
- Retain a high performing, professional staff.
- If American Rescue Plan Act funds or EDA Grant secured for operation costs, make investment into reserves.



ADVOCACY

- Increase awareness of Tourism efforts through civic group presentations.
- Oppose any attempts to reduce or reallocate funds generated through current Tourism Business Improvement District laws.
- Oppose any attempts to change the lodging facility use tax that would negatively impact its ability to be used for tourism promotion and tourism infrastructure.
- Oppose efforts that reduce Great Falls' competitiveness to attract overnight visitors.
- Support efforts to reopen the northern US border for Canadian travel south.

MEMBERSHIP

- Recruit businesses and organizations for a \$100 investment that will receive value from and help support Tourism's efforts and provide them the following benefits:
 - Opportunity to participate in Joint Venture Opportunities from Montana Office of Tourism and Business Development: <https://marketmt.com/JointVenture>.
 - Facebook events created by member shared to Visit Great Falls Montana Facebook page.
 - First right of refusal to model for photo and video shoots as appropriate.
 - Photo image and link description for all DBA's in appropriate categories on Great Falls Montana Tourism website, within the context of Great Falls Montana Tourism's strategic plan, brand platform, marketing plan, and creative strategy.
 - Member developed content will be shared as appropriate for Great Falls Montana Tourism to fulfill its mission.
 - Opportunity to leverage event sponsorships and conference welcome services with specials, as available.
 - Opportunity to leverage Great Falls Montana Tourism led trade show attendance with donations.
 - Opportunity to buy-in to collaborative advertising as available and appropriate.
 - Discounts on sponsorships offered for incentive-based strategic opportunities.
 - First right of refusal for photo and video venue shoots.
 - Provided materials displayed in membership section of reception area.

- Basecamp Brief with current Tourism market data and strategic priority updates.
- Notice of upcoming conventions/events.
- Current Great Falls Montana Tourism Paid Media Schedule.
- Access to Paid Research.
- Use of Tourism Images and Video content.
- \$25 Credit for NEW Member Recruitment.
- Launch Member Portal to provide quick access to benefits and opportunities.
- Track and report to members results of media-based benefits that feature their business.
- Offer Members the opportunity to engage with Great Falls Montana Tourism through an Annual Meeting in June and Marketing Roundtable in February.
- Provide “Let Us Welcome You” retargeted offers/discount email and Visitor Magazine QR Code where members and lodging properties provide a discount to be delivered to travelers using a digital pass. Provided on a first come, first served basis.
- Provide 12 “We Want You Here” retargeted email opportunities where the member buys-in for a 100% of voice sponsored content retargeted email served as part of an automated series to a list of people who engaged in an initial Adventure Awaits email. The content will be approved and placed by Great Falls Montana Tourism. \$200 for members, \$600 for non-members. Provided on a first come, first served basis.
- Provide 21 “Friday Basecamp Sponsor” opportunities beginning on National Tourism Day (May 6, 2022) until the last Friday in September. Members will work with Tourism Staff to design a value-added sponsorship at 15 Overlook Drive on Fridays. Put your t-shirts on our team, provide samples of your food for guests, do a giveaway, provide a special coupon. It’s only good for one day – so make the most of it. \$25 for members, \$250 for non-members. Provided on a first come, first served basis. (Attachment 8)
- Provide 1 per week “Give us a Minute” sixty-second sponsored content spot on Montana’s #1 Podcast, We’re No Dam Experts. The scripted spot will be approved and produced by Great Falls Montana Tourism, in podcast style, and aired at the beginning of the weekly podcast episode as well as listed in the library as its own mini episode. \$100 for members, \$400 for non-members.

RESULTS

- Recover overnight visitation to 85% of 2019 levels.
- Recover room demand to 85% of 2019 levels.
- Land 6 new meetings.
- Grow Facebook Followers by 30%.
- Grow Instagram Followers by 40%.
- Retain 85% of current members.
- Secure 55 new members.



Great Falls Montana Tourism Budget
July 1, 2021 - June 30, 2022

DRAFT

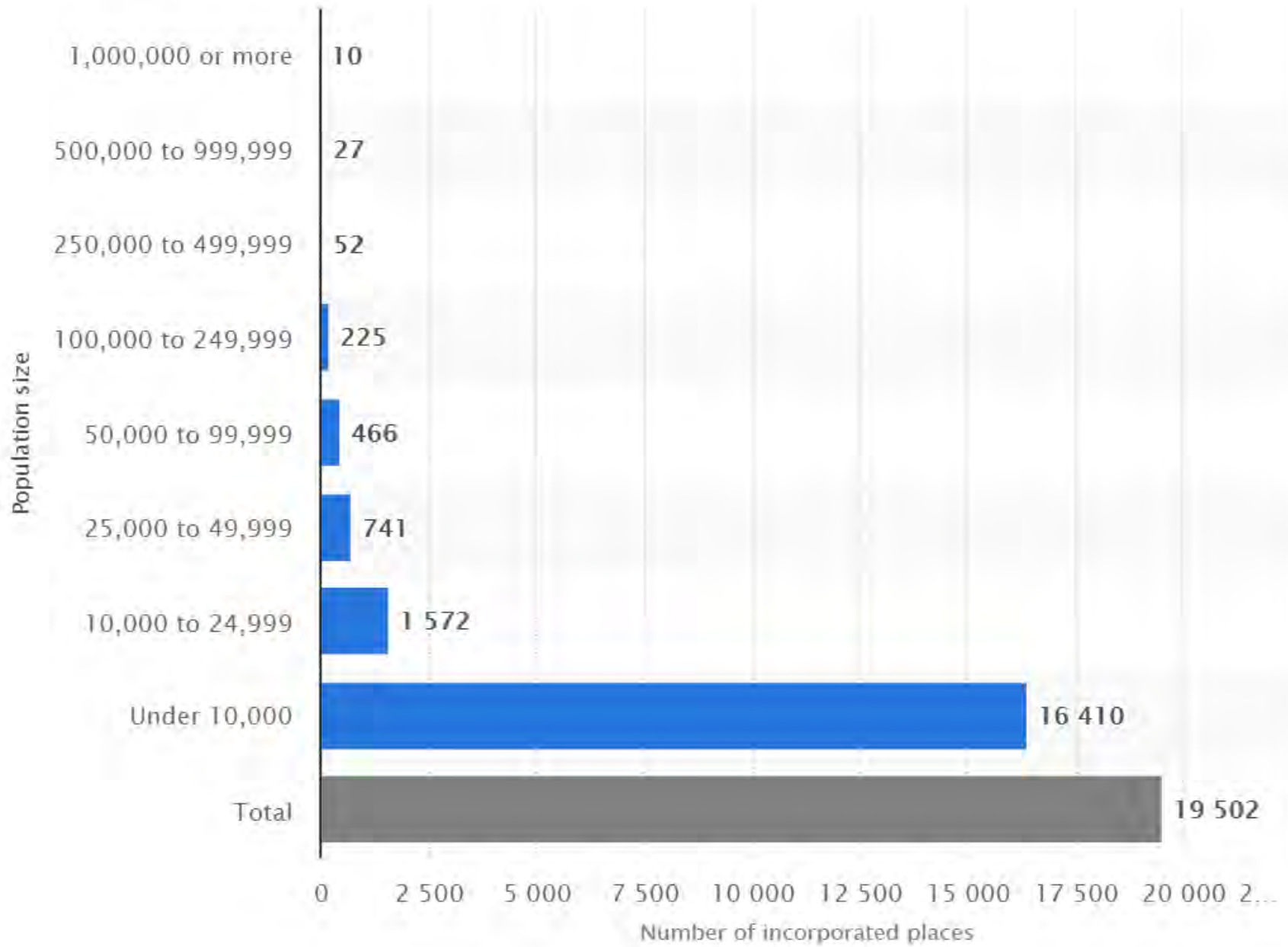
		CVB	General	EDA	PPP #2	TBID	Total
Income							
1	Bed Tax	\$150,000	\$0	\$0	\$0	\$0	\$150,000
a	Previously Undistributed Bed Tax	\$0	\$0	\$0	\$0	\$0	\$0
2	TBID Assessment	\$0	\$0	\$0	\$0	\$511,216	\$511,216
a	FY21 Reserves	\$0	\$0	\$0	\$0	\$149,195	\$149,195
b	Committed Reserves	\$0	\$0	\$0	\$0	\$30,000	\$30,000
3	Membership	\$0	\$10,500	\$0	\$0	\$0	\$10,500
4	Loans	\$0	\$0	\$0	\$0	\$0	\$0
4	Grant	\$0	\$0	\$0	\$0	\$0	\$0
5	Advertising	\$0	\$11,725			\$0	\$11,725
	Total Income	<u>\$150,000</u>	<u>\$22,225</u>	<u>\$0</u>	<u>\$0</u>	<u>\$690,411</u>	<u>\$862,636</u>
Expenses							
Personnel							
6	Wages	\$26,450	\$0	\$0	\$0	\$138,550	\$165,000
7	Payroll Expense	\$0	\$0	\$0	\$0	\$29,160	\$29,160
	Total Personnel	<u>\$26,450</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$167,710</u>	<u>\$194,160</u>
Administration							
8	Rent	\$0	\$0	\$0	\$0	\$2,501	\$2,501
9	Utilities	\$0	\$0	\$0	\$0	\$19,680	\$19,680
10	Memberships	\$0	\$0	\$0	\$0	\$2,760	\$2,760
11	Subscriptions	\$0	\$0	\$0	\$0	\$16,000	\$16,000
12	Maintenance	\$0	\$0	\$0	\$0	\$3,900	\$3,900
13	Supplies	\$0	\$0	\$0	\$0	\$8,500	\$8,500
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16	Professional Fees	\$1,700	\$0	\$0	\$0	\$19,500	\$21,200
17	TAC	\$1,000	\$0	\$0	\$0	\$0	\$1,000
18	Professional Development	\$0	\$0	\$0	\$0	\$2,500	\$2,500
	Total Admin	<u>\$3,550</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$79,541</u>	<u>\$83,091</u>
19	Leisure Traveler Marketing						
9a	Media Placement	\$82,300	\$0	\$0	\$0	\$118,260	\$200,560
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9d	Production	\$7,200	\$0	\$0	\$0	\$9,900	\$17,100
20	Conventions Meetings & Groups	\$0	\$0	\$0	\$0	\$40,000	\$40,000
21	Destination Development	\$0	\$0	\$0	\$0	\$170,000	\$170,000
22	Opportunity	\$1,000	\$0	\$0	\$0	\$5,000	\$6,000
23	Marketing Grants	\$0	\$0	\$0	\$0	\$42,500	\$42,500
24	Photo & Video Library	\$0	\$0	\$0	\$0	\$10,000	\$10,000
25	Visitor Guide	\$4,500	\$7,500	\$0	\$0	\$0	\$12,000
26	Joint Venture	\$5,000	\$14,000	\$0	\$0	\$0	\$19,000
27	Trade Shows	\$0	\$0	\$0	\$0	\$0	\$0
28	Website	\$0	\$0	\$0	\$0	\$10,000	\$10,000
29	Events	\$0	\$725	\$0	\$0	\$10,000	\$10,725
30	Reserves	\$0	\$0	\$0	\$0	\$0	\$0
	Total Expenses	<u>\$150,000</u>	<u>\$22,225</u>	<u>\$0</u>	<u>\$0</u>	<u>\$690,411</u>	<u>\$862,636</u>
	Net Profit	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Great Falls Montana Tourism Budget Comparison

		CVB FY22	CVB FY21	General FY22	General FY21	TBID FY22	TBID FY21	Total FY22	Total FY21
Income									
1	Bed Tax	\$150,000	\$96,739	\$0	\$0	\$0	\$0	\$150,000	\$96,739
a	Previously Undistributed Bed Tax	\$0	\$18,285	\$0	\$0	\$0	\$0	\$0	\$18,285
2	TBID Assessment	\$0	\$0	\$0	\$0	\$511,216	\$635,453	\$511,216	\$635,453
a	FY21 Reserves	\$0	\$0	\$0	\$0	\$149,195	\$0	\$149,195	\$0
b	Committed Reserves	\$0	\$0	\$0	\$0	\$30,000	\$0	\$30,000	\$0
3	Membership	\$0	\$0	\$10,500	\$0	\$0	\$0	\$10,500	\$0
4	Loans	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4	Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	Advertising	\$0	\$0	\$11,725	\$0	\$0	\$0	\$11,725	\$0
	Total Income	\$150,000	\$115,024	\$22,225	\$0	\$690,411	\$635,453	\$862,636	\$750,477
Expenses									
Personnel									
6	Wages	\$26,450	\$0	\$0	\$0	\$138,550	\$103,000	\$165,000	\$103,000
7	Payroll Expense	\$0	\$0	\$0	\$0	\$29,160	\$35,190	\$29,160	\$35,190
	Total Personnel	\$26,450	\$0	\$0	\$0	\$167,710	\$138,190	\$194,160	\$138,190
Administration									
8	Rent	\$0	\$0	\$0	\$0	\$2,501	\$15,600	\$2,501	\$15,600
9	Utilities	\$0	\$0	\$0	\$0	\$19,680	\$2,760	\$19,680	\$2,760
10	Memberships	\$0	\$0	\$0	\$0	\$2,760	\$20,810	\$2,760	\$20,810
11	Subscriptions	\$0	\$0	\$0	\$0	\$16,000	\$5,220	\$16,000	\$5,220
12	Maintenance	\$0	\$0	\$0	\$0	\$3,900	\$3,100	\$3,900	\$3,100
13	Supplies	\$0	\$0	\$0	\$0	\$8,500	\$8,500	\$8,500	\$8,500
14	Postage	\$0	\$0	\$0	\$0	\$1,000	\$1,000	\$1,000	\$1,000
15	Insurance	\$850	\$850	\$0	\$0	\$3,200	\$2,800	\$4,050	\$3,650
16	Professional Fees	\$1,700	\$1,550	\$0	\$0	\$19,500	\$19,525	\$21,200	\$21,075
17	TAC	\$1,000	\$1,500	\$0	\$0	\$0	\$0	\$1,000	\$1,500
18	Professional Development	\$0	\$0	\$0	\$0	\$2,500	\$2,500	\$2,500	\$2,500
	Travel	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$1,500
	Total Admin	\$3,550	\$3,900	\$0	\$0	\$79,541	\$83,315	\$83,091	\$87,215
19	Leisure Traveler Marketing								
a	Media Placement	\$82,300	\$70,042	\$0	\$0	\$118,260	\$85,715	\$200,560	\$155,757
b	Management	\$10,400	\$13,796	\$0	\$0	\$14,300	\$15,898	\$24,700	\$29,694
c	Planning and Reporting	\$9,600	\$9,551	\$0	\$0	\$13,200	\$11,007	\$22,800	\$20,558
d	Production	\$7,200	\$12,735	\$0	\$0	\$9,900	\$14,675	\$17,100	\$27,410
20	Conventions Meetings & Groups	\$0	\$0	\$0	\$0	\$40,000	\$27,989	\$40,000	\$27,989
21	Destination Development	\$0	\$0	\$0	\$0	\$170,000	-\$18,720	\$170,000	-\$18,720
22	Opportunity	\$1,000	\$0	\$0	\$0	\$5,000	\$98,762	\$6,000	\$98,762
23	Marketing Grants	\$0	\$0	\$0	\$0	\$42,500	\$0	\$42,500	\$0
24	Photo & Video Library	\$0	\$0	\$0	\$0	\$10,000	\$20,000	\$10,000	\$20,000
25	Visitor Guide	\$4,500	\$0	\$7,500	\$6,059	\$0		\$12,000	\$6,059
26	Joint Venture	\$5,000	\$5,000	\$14,000	\$0	\$0		\$19,000	\$5,000
27	Trade Shows	\$0	\$0	\$0	\$0	\$0	\$1,200	\$0	\$1,200
28	Website	\$0	\$0	\$0	\$0	\$10,000	\$15,000	\$10,000	\$15,000
29	Events	\$0	\$0	\$725	\$0	\$10,000	\$10,000	\$10,725	\$10,000
30	Reserves	\$0	\$0	\$0	\$0	\$0	\$149,195	\$0	\$149,195
	Total Expenses	\$150,000	\$115,024	\$22,225	\$6,059	\$690,411	\$652,226	\$862,636	\$773,309
	Net Profit	\$0	\$0	\$0	-\$6,059	\$0	-\$16,773	\$0	-\$22,832



Attachment 1





Attachment 2

ERIC DAM VIEWS.

Agenda #26.

VISIT
Great Falls
MONTANA

163

Great Falls, Montana
The best dam town in Montana!

Agenda #26.

HANG AROUND OUR DAM TOWN.



VISIT
Great Falls
MONTANA

164

View

Ad

GREAT DAM VIEWS.



VISIT
Great Falls
MONTANA

Host of the 2021 BMW MOA Rally June 24-27
visitgreatfallsmontana.org/2021BMWMOARally



GLACIER
NATION

Agenda #26.

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**RIGHT IN THE
DAM MIDDLE.**

**YELLOWSTONE
NATIONAL PARK**

166





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We told you once. Do we have to tell you twice?
The best dam town in Montana has too dam
much to do!



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Come see for your dam self.

Learn More



 Search

**Visit Great Falls Montana**
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Western Art Week is March 18-21. That's right, Montana's best dam town is transforming into the Western Art Capital of the World.



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So Dam Good, it's Happening Twice!

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Around here summer starts with Voyager's Opening Day, May 26! Make plans to visit Great Falls—Orbit can't wait to meet you.



VISITGREATFALLSMONTANA.ORG
Baseball=Summer in Great Falls

Learn More

Grab your bucket list. Pack up your gear. Head to the best dam town in Montana. It's about dam time to explore Great Falls.



Adventure awaits in every dam direction
Pick your path



Book now and get 25% off select lodging
Click for details



Most visited state park in the 406 ✓
Giant Springs awaits



See mountain-fed waters @ Memorial Falls
A short drive away



Sick? STAY HOME! It's that dam simple
We'll wait for you



visitgreatfallsmontana.org/enjoy-this-dam-town
Plan your weekend!



We just love puns!

In Great Falls, Montana, we have been socially distancing. Just like you. We've been washing our hands. Just like you. We've been wearing our masks. Just like you. And just like you, we can't wait to be done with the air hugs and foot fives - because we really have been missing you!

And just like you, we've still been moving forward the best we can. We'd love to see you, if you're healthy and ready for adventure! But, if you are sick, stay home. Until we see you again, here's what we've been up to in the greatest dam town you'll find in Montana!

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Great Falls
MONTANA



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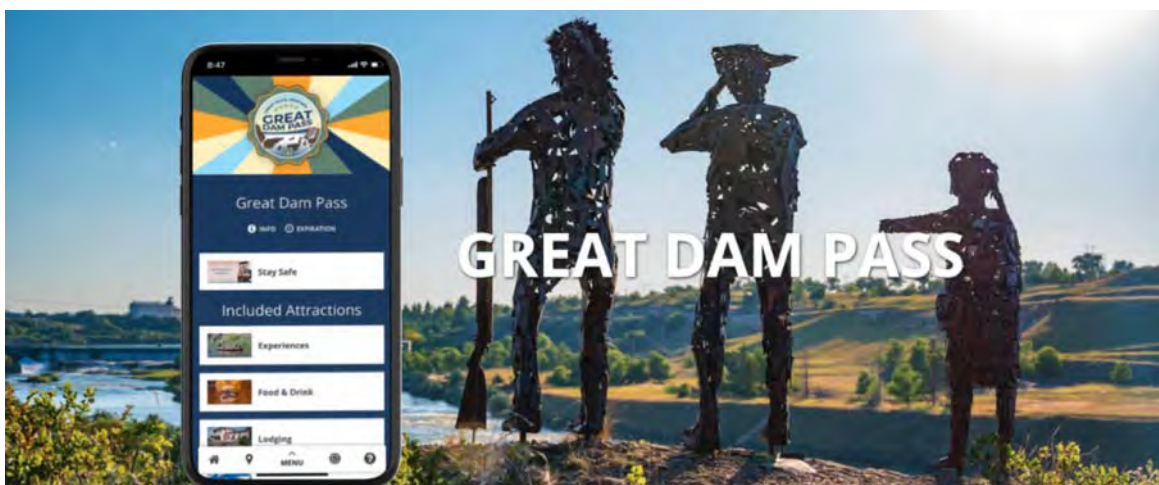
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Share



We launched a podcast! We named it *We're No Dam Experts*, because we aren't, but we know some stuff. Also, it was another opportunity to use a pun. It's all about Great Falls, Montana, but I bet you guessed that. It hasn't made us famous yet, but we are well on our way. Mari and Rebecca have more than enough to talk about - some of it is even the same stuff we would talk with you about if you stopped at the basecamp to see us. And we have a local music expert singing a created-just-for-us song - thanks Joel! Tune into the recorded claims from Great Falls, Montana wherever you listen to your podcasts.



We created passes for you to explore the Basecamp with! These passes lead you from one adventure to the next using your mobile phone. Checking in as you go will get you prizes and the pass is loaded with discounts. Honestly, it's the safest, easiest way to see Great Falls. **Sign up now!**



We installed 11 new murals! Actually, we watched as world renowned muralists installed them. We also had two sculptures added to the River's Edge Trail - bringing the total pieces of art on the trail to . . . that's right, 26! You're so good at this. And, the total number of murals in the basecamp to . . . 30? Honestly, your guess is as good as ours, we've lost count.



We requested snow from Mother Nature and she started delivering in October. The powder is pretty dam deep and Montana's First Ski Hill, Showdown, will open December 11th for the 2020 season! Explore 34 trails full of natural, straight from the sky, snow! Maybe skiing isn't your thing, we've got snow shoeing, cross country

skiing, snowmobiling, ice fishing, fat tire biking, oh, and sitting by the fire, sipping an artfully crafted drink of your choice!



Great Falls Montana Tourism is the organization dedicated to making Great Falls, THE place in Montana to visit for a genuine experience. You get this email because you have inquired about Great Falls, Montana either through an ad we placed or because you registered to receive our Adventure Awaits communications. If you no longer want us to contact you, use the unsubscribe option below. Fee free to email us at Information@VisitGreatFalls.org or call us at 406-761-4436 to chat about the memories you want to make in the Basecamp! When you call, you visit with one of our team members below. We are happy to help you plan your next adventure! You can also find us on [twitter](#) now, please follow us. We need the love, and frankly, don't have a clue what we are doing on twitter yet.

GREAT FALLS MONTANA TOURISM TEAM



Marisela
Content Director



Rebecca
Executive Director



Great Falls Montana Tourism | 100 1st Avenue North, Lower Level Suite, Great Falls, MT 59401

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DOES MARIAH GET EATEN BY A BEAR?

"We usually start at the upper trailhead, I want to see that expansive panoramic view first," Mariah notes there are two trailheads at Sluice Boxes State Park. The lower entrance takes you through the ground level of the limestone canyon and a few crossings of Belt Creek, and whether you select the upper or lower trailhead, the park is amazing.

"When I first arrived in Montana, our friends kept posting these great images from Sluice Boxes. I knew I had to go and get my own images. It was love at first sight, I kid you not. The old mining cabin and abandoned railroad got me thinking how lucky it would have been to live in this exact spot and how much has changed since mining was a cornerstone to the local economy. As I hiked around where train tracks once lay, I pictured the piles of silver that would have rolled across this land - and the jewelry it might have made!"

"After my trip, I went and bought bear spray, which accompanies me on every trip now." It doesn't happen every trip, but this particular time, Mariah saw two bears, from a safe distance. When asked if Mariah would recommend this State Park to visitors, she replies, "Dam right! Just be smart about your visit, beyond bears, the water can be swift and cold, and the cliffs are open and steep in areas. The views, and the walk through history, are so worth it. It's one of my top 5 places to distance and renew my spirit, and the short drive from Great Falls to the park is beautiful." We assume her dam right was in reference in Great Falls' 5 dams on the Missouri River. Maybe it wasn't.



Mariah is a Great Falls Champion! She moved to Great Falls with her husband 2 years ago when he was stationed at Malmstrom Air Force Base. It took her very little time to fall in love with Montana's Basecamp, exploring Great Falls' State Parks, Rivers, Mountains, and River's Edge Trail. Mariah loves the environmental art throughout Great Falls and the local food served at so many independent restaurants and breweries.



VISIT Great Falls MONTANA



WAS IT A
\$1,000,000 BAR TAB?

"When I hear the local folklore, or as some would say - rumors, of Charlie Russell, it sure adds layers to the historical figure's character. I want to believe a bar stool was thrown through that priceless work of art, but it just makes more sense to me that the Exalted Ruler has been treated with care and love."

The folklore that Soren references is that Charlie Russell's Exalted Ruler was a painting done for the local Elk's Lodge as payment for his bar tab. With Russell's work going for millions today, we wonder how big that bar tab would have been. "Knowing it hung in a local establishment for years is interesting, but to hear about the process to clean the dust, dirt, and smoke from it to bring it back to life was even more interesting, and how recent it was, is a little mind-blowing."

In 1994 the C.M. Russell Museum started raising funds to purchase the Exalted Ruler to be kept in Great Falls. Their efforts were successful, and the

names of everyone who donated is listed below the painting. For all those listed here, it's an honor," Soren says, "and it's an honor for me as an observer to be able to look back and see that so many people, including a local 4th grade class, helped make this possible. It proves to me that our pride in commemorating Charlie runs deep."

Agenda #26.



Soren is a Great Falls Champion! She was raised in Great Falls, moved away from a while, couldn't bear it, and moved back home! She loves the culture in Great Falls. Soren often is caught discussing the influence of the First People to the area, the Great Falls Symphony season, or the most recent exhibit at The Square, over a craft cocktail. She also digs a refreshing walk through Giant Springs State Park now and again.

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Great Falls
MONTANA



GLACIER NATIONAL PARK TO GREAT FALLS, MONT.
167 miles, 3 hours and 15 minutes



GREAT FALLS SIGHTS

Stop in Great Falls, Mont., for hidden outdoor gems and world-class art.

By Tori Peglar

North America's longest river cuts through Great Falls, Mont., and it's worth stopping here to walk, hike or bike alongside the mighty Missouri River.

Spanning nearly 60 miles on either side of the river, the River's Edge Trail will take you on paved and dirt single-track trails that weave past a state park, five waterfalls, the Lewis and Clark National Historic Trail Interpretive Center and large public art pieces. If you don't have a bike with you, rent a road or hard-tail mountain bike in town. Along the way, stop at Giant Springs State Park, home to one of the world's largest natural springs and shortest river.

Just 34 miles from Great Falls, hike past former mines, historic cabins and limestone cliffs in Sluice Boxes State Park, a rugged, understated gem that's dog friendly. Follow the trails past limestone cliffs and dip your toes into the clear, cool waters of Belt River that runs through the park. While bear encounters are rare, bring bear spray as a safety precaution.

Forty minutes northeast of Great Falls lies Upper Missouri River Breaks National Monument, which spans 149 miles of the Upper Missouri River. A highlight is its striking White Cliffs area. Made of sandstone, this badlands area offers hiking, river floating, fishing and more.

Head 15 miles southwest of Great Falls, and you'll see a mile-long sandstone cliff, which Native Americans used to hunt bison for more than 2,000 years. Stop at First Peoples Buffalo Jump State Park to explore what is believed to be North America's largest bison cliff jumping site.

Back in town, visit the Lewis and Clark National Historic Trail Interpretive Center, which offers outdoor ranger tours. The center covers the explorers' entire 1804-06 journey, along with their experiences with Plains and Northwest Native Americans.

Then visit the C.M. Russell Museum to discover artist Charles Marion Russell whose evocative scenes from the 1800s and early 1900s appear on broad canvases with splashes of bright-colored paint. You'll find

herds of boisterous elk and the haunting sunlit faces of three Native Americans witnessing a steamboat on the Missouri River for the first time.

"I like to say that the more you dig into Charlie Russell and his art and writings, the more you are drawn into his world," says Duane Braaten, the museum's director of art and philanthropy. "You'll find you'd like to sit around a campfire with him and hear his stories. A visit to the museum is about the closest we'll ever get to that."

While artists of Russell's era like Thomas Moran and Frederic Remington traveled to the West periodically, Russell stayed, carving out a rich life in a corner of the West where the Great Plains roll up to the Rocky Mountain front. The museum, his home and log-hewn studio sit on the city block where Russell, his wife Nancy and son Jack lived.

Learn more about Great Falls at VisitGreatFallsMontana.org. Visit the C.M. Russell Museum, 400 13th St. N., and learn more at CMRussell.org.

PHOTO: Sunset at Ryan Dam (Courtesy of Great Falls Montana Tourism)

TAKE A DAM HIKE.



Some historians work in watercolor and oil

Charles Marion Russell (1864-1926) is one of America's greatest artists. He lived the life he captured on canvas, creating a breathtaking historical record of Western cultures, landscapes, and wildlife. Come be inspired by the masterful works of Montana's Cowboy Artist and experience the West as it really was at his namesake museum on the road between Glacier and Yellowstone.

Charles M. Russell, *The Jerk Line*, 1912, oil on canvas, C.M. Russell Museum Collection, Gift of Fred Birch



C.M. RUSSELL MUSEUM®
The Art and Soul of the American West

400 13th Street North | Great Falls, Montana | 406-727-8787 | cmrussell.org



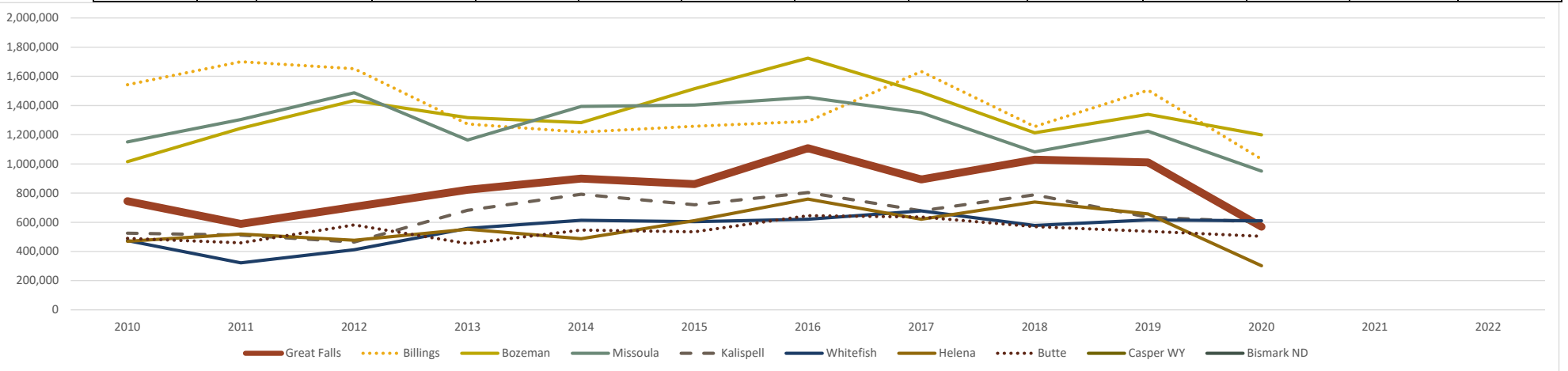
Attachment 3

1-Mar-21

Visitors Who Spent at Least One Night

Source: <http://www.itrr.umd.edu/interactive-data/default.php>

	Great Falls		Montana	Billings	Bozeman	Missoula	Kalispell	Whitefish	Helena	Butte	YNP	GNP	Casper WY	Bismark ND
010	744,518			1,542,640	1,015,259	1,150,093	525,569	474,220	469,385	489,534	271,934	375,167		
011	589,027	-21%		1,700,218	1,244,073	1,303,847	512,740	322,001	518,702	458,835	310,097	467,732		
012	706,200	20%		1,652,112	1,433,478	1,487,481	464,393	411,948	477,263	581,413	383,510	342,583		
013	822,069	16%		1,273,241	1,316,837	1,163,602	681,766	558,105	552,641	454,028	361,910	315,593		
014	898,730	9%		1,218,146	1,282,396	1,393,901	792,098	613,243	487,364	545,855	297,125	384,271		
015	861,685	-4%	11,729,000	1,258,530	1,515,520	1,402,949	719,456	604,238	610,719	535,042	401,478	386,585		
016	1,107,690	29%	12,334,000	1,291,669	1,724,621	1,456,409	803,645	620,420	758,968	645,275	4,085,517	2,963,844		
017	892,958	-19%	12,475,000	1,633,882	1,490,443	1,350,376	678,979	677,892	620,899	636,291	4,116,524	3,305,512		
018	1,029,502	15%	13,367,483	1,255,141	1,212,708	1,081,752	788,853	578,224	738,477	570,307	4,117,956	2,958,992		
019	1,009,959	-2%		1,505,266	1,339,979	1,224,278	634,572	616,235	656,868	537,604	3,727,464	3,130,137		
020	569,535	-44%		1,032,523	1,198,767	950,693	601,368	610,236	302,030	503,555	2,196,523	1,936,407		
021														
022														
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024														
025														
026														
027														
028														



CITY OF GREAT FALLS
Gross Lodging Tax Revenue

Date of this Run: 4/7/2021

Please Note: Revenue collected is 4% of lodging price. The percentages listed below are affected by rate increases, delinquencies and other factors. They should not be considered an equal correlation of increase or decrease in the number of travelers. The total collections are not representative of the amount of funding received by Regions or CVB's.

	<u>1987</u>		<u>1988</u>		<u>1989</u>		<u>1990</u>		<u>1991</u>	
/1 - 3/31			\$73,687		\$87,909	(+19%)	\$91,777	(+4%)	\$104,497	(+14%)
/1 - 6/30			\$93,136		\$108,096	(+16%)	\$114,334	(+6%)	\$135,366	(+18%)
/1 - 9/30	\$107,564		\$128,826	(+20%)	\$141,526	(+10%)	\$163,346	(+15%)	\$182,073	(+11%)
0/1 -12/31	\$72,843		\$85,573	(+17%)	\$96,590	(+13%)	\$108,070	(+12%)	\$119,942	(+11%)
Total:	\$180,407		\$381,221	(+19%)	\$434,121	(+14%)	\$477,527	(+10%)	\$541,878	(+13%)

	<u>1992</u>		<u>1993</u>		<u>1994</u>		<u>1995</u>		<u>1996</u>	
/1 - 3/31	\$114,927	(+10%)	\$105,117	(-9%)	\$111,914	(+6%)	\$111,515	(-0%)	\$124,575	(+12%)
/1 - 6/30	\$133,740	(-1%)	\$140,616	(+5%)	\$131,775	(-6%)	\$143,995	(+9%)	\$142,841	(-1%)
/1 - 9/30	\$188,562	(+4%)	\$188,292	(-0%)	\$176,449	(-6%)	\$197,647	(+12%)	\$189,907	(-4%)
0/1 -12/31	\$112,990	(-6%)	\$113,318	(+0%)	\$106,623	(-6%)	\$119,728	(+12%)	\$117,787	(-2%)
Total:	\$550,219	(+2%)	\$547,342	(-1%)	\$526,761	(-4%)	\$572,885	(+9%)	\$575,110	(+0%)

	<u>1997</u>		<u>1998</u>		<u>1999</u>		<u>2000</u>		<u>2001</u>	
/1 - 3/31	\$115,832	(-7%)	\$122,577	(+6%)	\$124,129	(+1%)	\$126,918	(+2%)	\$132,309	(+4%)
/1 - 6/30	\$146,707	(+3%)	\$148,160	(+1%)	\$151,674	(+2%)	\$154,980	(+2%)	\$162,513	(+5%)
/1 - 9/30	\$199,423	(+5%)	\$196,648	(-1%)	\$188,563	(-4%)	\$218,604	(+16%)	\$204,785	(-6%)
0/1 - 12/31	\$123,046	(+4%)	\$119,154	(-3%)	\$117,472	(-1%)	\$129,853	(+11%)	\$127,591	(-2%)
Total:	\$585,008	(+2%)	\$586,539	(+0%)	\$581,838	(-1%)	\$630,355	(+8%)	\$627,198	(-1%)

	<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>		<u>2006</u>	
/1 - 3/31	\$147,010	(+11%)	\$149,198	(+1%)	\$159,633	(+7%)	\$163,597	(+2%)	\$182,032	(+11%)
/1 - 6/30	\$178,140	(+10%)	\$178,029	(-0%)	\$175,766	(-1%)	\$201,678	(+15%)	\$224,463	(+11%)
/1 - 9/30	\$227,683	(+11%)	\$238,849	(+5%)	\$235,644	(-1%)	\$260,433	(+11%)	\$292,508	(+12%)
0/1 -12/31	\$135,865	(+6%)	\$138,002	(+2%)	\$150,150	(+9%)	\$160,994	(+7%)	\$179,212	(+11%)
Total:	\$688,698	(+10%)	\$704,078	(+2%)	\$721,193	(+2%)	\$786,703	(+9%)	\$878,216	(+12%)

	<u>2007</u>		<u>2008</u>		<u>2009</u>		<u>2010</u>		<u>2011</u>	
/1 - 3/31	\$187,032	(+3%)	\$250,889	(+34%)	\$242,682	(-3%)	\$259,831	(+7%)	\$274,299	(+6%)
/1 - 6/30	\$235,990	(+5%)	\$302,121	(+28%)	\$284,642	(-6%)	\$295,077	(+4%)	\$328,940	(+11%)
/1 - 9/30	\$329,638	(+13%)	\$371,024	(+13%)	\$364,353	(-2%)	\$398,721	(+9%)	\$446,501	(+12%)
0/1 -12/31	\$239,275	(+34%)	\$234,689	(-2%)	\$229,345	(-2%)	\$253,559	(+11%)	\$289,091	(+14%)
Total:	\$991,934	(+13%)	\$1,158,724	(+17%)	\$1,121,022	(-3%)	\$1,207,187	(+8%)	\$1,338,831	(+11%)

	<u>2012</u>		<u>2013</u>		<u>2014</u>		<u>2015</u>		<u>2016</u>	
/1 - 3/31	\$295,395	(+8%)	\$304,606	(+3%)	\$306,592	(+1%)	\$307,987	(+0%)	\$314,647	(+2%)
/1 - 6/30	\$367,467	(+12%)	\$371,368	(+1%)	\$370,178	(-0%)	\$344,568	(-7%)	\$360,060	(+4%)
/1 - 9/30	\$475,456	(+6%)	\$475,876	(+0%)	\$469,531	(-1%)	\$443,031	(-6%)	\$453,411	(+2%)
0/1 -12/31	\$305,265	(+6%)	\$285,441	(-6%)	\$299,500	(+5%)	\$273,686	(-9%)	\$252,090	(-8%)
Total:	\$1,443,583	(+8%)	\$1,437,291	(-0%)	\$1,445,801	(+1%)	\$1,369,272	(-5%)	\$1,380,208	(+1%)

	<u>2017</u>		<u>2018</u>		<u>2019</u>		<u>2020</u>		<u>2021</u>	
/1 - 3/31	\$331,082	(+5%)	\$304,443	(-8%)	\$308,168	(+1%)	\$264,835	(-14%)	\$0	(+0%)
/1 - 6/30	\$359,653	(-0%)	\$357,143	(-1%)	\$390,510	(+9%)	\$160,895	(-59%)	\$0	(+0%)
/1 - 9/30	\$455,456	(+0%)	\$481,306	(+6%)	\$486,115	(+1%)	\$275,889	(-43%)	\$0	(+0%)
0/1 -12/31	\$260,469	(+3%)	\$283,893	(+9%)	\$289,259	(+2%)	\$182,248	(-37%)	\$0	(+0%)
Total:	\$1 406 660	(+2%)	\$1 426 785	(+1%)	\$1 474 052	(+3%)	\$883 866	(-40%)	\$0	(+0%)

CITY OF BILLINGS
Gross Lodging Tax Revenue

Date of this Run: 4/7/2021

Please Note: Revenue collected is 4% of lodging price. The percentages listed below are affected by rate increases, delinquencies and other factors. They should not be considered an equal correlation of increase or decrease in the number of travelers. The total collections are not representative of the amount of funding received by Regions or CVB's.

	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
/1 - 3/31		\$140,190	\$152,811 (+9%)	\$167,011 (+9%)	\$154,323 (-8%)
/1 - 6/30		\$187,466	\$204,662 (+9%)	\$213,422 (+4%)	\$218,343 (+2%)
/1 - 9/30	\$214,046	\$238,655 (+11%)	\$253,831 (+6%)	\$261,838 (+3%)	\$292,709 (+12%)
0/1 -12/31	\$138,651	\$154,320 (+11%)	\$160,945 (+4%)	\$156,426 (-3%)	\$181,733 (+16%)
Total:	\$352,697	\$720,631 (+11%)	\$772,249 (+7%)	\$798,697 (+3%)	\$847,108 (+6%)

	<u>1992</u>		<u>1993</u>		<u>1994</u>		<u>1995</u>		<u>1996</u>	
/1 - 3/31	\$182,064	(+18%)	\$178,194	(-2%)	\$194,567	(+9%)	\$207,248	(+7%)	\$237,924	(+15%)
/1 - 6/30	\$235,398	(+8%)	\$247,715	(+5%)	\$265,494	(+7%)	\$289,554	(+9%)	\$332,975	(+15%)
/1 - 9/30	\$291,382	(-0%)	\$336,573	(+16%)	\$366,952	(+9%)	\$379,364	(+3%)	\$404,754	(+7%)
0/1 -12/31	\$178,395	(-2%)	\$202,831	(+14%)	\$223,619	(+10%)	\$242,825	(+9%)	\$257,225	(+6%)
Total:	\$887,239	(+5%)	\$965,312	(+9%)	\$1,050,632	(+9%)	\$1,118,991	(+7%)	\$1,232,878	(+10%)

	<u>1997</u>		<u>1998</u>		<u>1999</u>		<u>2000</u>		<u>2001</u>	
/1 - 3/31	\$239,419	(+1%)	\$239,726	(+0%)	\$257,006	(+7%)	\$279,136	(+9%)	\$312,278	(+12%)
/1 - 6/30	\$319,739	(-4%)	\$347,100	(+9%)	\$353,050	(+2%)	\$368,569	(+4%)	\$419,818	(+14%)
/1 - 9/30	\$396,878	(-2%)	\$419,344	(+6%)	\$446,808	(+7%)	\$489,223	(+9%)	\$487,752	(-0%)
0/1 -12/31	\$247,682	(-4%)	\$261,179	(+5%)	\$274,672	(+5%)	\$286,780	(+4%)	\$328,513	(+15%)
Total:	\$1,203,719	(-2%)	\$1,267,349	(+5%)	\$1,331,537	(+5%)	\$1,423,707	(+7%)	\$1,548,362	(+9%)

	<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>		<u>2006</u>	
/1 - 3/31	\$370,819	(+19%)	\$311,875	(-16%)	\$332,968	(+7%)	\$334,458	(+0%)	\$377,471	(+13%)
/1 - 6/30	\$586,890	(+40%)	\$435,291	(-26%)	\$431,874	(-1%)	\$461,358	(+7%)	\$503,176	(+9%)
/1 - 9/30	\$499,938	(+2%)	\$507,779	(+2%)	\$506,266	(-0%)	\$542,738	(+7%)	\$633,796	(+17%)
0/1 -12/31	\$303,887	(-7%)	\$324,020	(+7%)	\$330,027	(+2%)	\$366,175	(+11%)	\$409,060	(+12%)
Total:	\$1,761,534	(+14%)	\$1,578,965	(-10%)	\$1,601,134	(+1%)	\$1,704,730	(+6%)	\$1,923,503	(+13%)

	<u>2007</u>		<u>2008</u>		<u>2009</u>		<u>2010</u>		<u>2011</u>	
/1 - 3/31	\$417,974	(+11%)	\$460,624	(+10%)	\$468,491	(+2%)	\$465,677	(-1%)	\$463,047	(-1%)
/1 - 6/30	\$591,448	(+18%)	\$619,898	(+5%)	\$612,466	(-1%)	\$629,790	(+3%)	\$657,915	(+4%)
/1 - 9/30	\$748,608	(+18%)	\$747,273	(-0%)	\$706,543	(-5%)	\$775,759	(+10%)	\$953,657	(+23%)
0/1 -12/31	\$469,713	(+15%)	\$467,784	(-0%)	\$435,256	(-7%)	\$482,332	(+11%)	\$568,481	(+18%)
total:	\$2,227,743	(+16%)	\$2,295,579	(+3%)	\$2,222,756	(-3%)	\$2,353,557	(+6%)	\$2,643,100	(+12%)

	<u>2012</u>		<u>2013</u>		<u>2014</u>		<u>2015</u>		<u>2016</u>	
/1 - 3/31	\$572,580	(+24%)	\$567,032	(-1%)	\$633,249	(+12%)	\$673,315	(+6%)	\$617,508	(-8%)
/1 - 6/30	\$777,769	(+18%)	\$804,302	(+3%)	\$906,160	(+13%)	\$895,517	(-1%)	\$909,493	(+2%)
/1 - 9/30	\$926,899	(-3%)	\$918,574	(-1%)	\$1,059,373	(+15%)	\$1,154,382	(+9%)	\$1,112,001	(-4%)
0/1 -12/31	\$607,534	(+7%)	\$589,962	(-3%)	\$686,551	(+16%)	\$665,868	(-3%)	\$636,423	(-4%)
total:	\$2,884,781	(+9%)	\$2,879,870	(-0%)	\$3,285,334	(+14%)	\$3,389,082	(+3%)	\$3,275,425	(-3%)

	<u>2017</u>		<u>2018</u>		<u>2019</u>		<u>2020</u>		<u>2021</u>	
/1 - 3/31	\$644,626	(+4%)	\$650,633	(+1%)	\$709,458	(+9%)	\$575,666	(-19%)	\$0	(+0%)
/1 - 6/30	\$965,800	(+6%)	\$931,798	(-4%)	\$868,347	(-7%)	\$396,662	(-54%)	\$0	(+0%)
/1 - 9/30	\$1,035,416	(-7%)	\$1,068,332	(+3%)	\$1,089,152	(+2%)	\$806,821	(-26%)	\$0	(+0%)
0/1 -12/31	\$643,562	(+1%)	\$712,051	(+11%)	\$685,712	(-4%)	\$496,969	(-28%)	\$0	(+0%)
total:	\$3 289 404	(+0%)	\$3 362 814	(+2%)	\$3 352 669	(-0%)	\$2 276 118	(-32%)	\$0	(+0%)

CITY OF BOZEMAN
Gross Lodging Tax Revenue

Date of this Run: 4/7/2021

Please Note: Revenue collected is 4% of lodging price. The percentages listed below are affected by rate increases, delinquencies and other factors.
They should not be considered an equal correlation of increase or decrease in the number of travelers.
The total collections are not representative of the amount of funding received by Regions or CVB's.

	<u>1987</u>		<u>1988</u>		<u>1989</u>		<u>1990</u>		<u>1991</u>	
/1 - 3/31			\$56,048		\$62,673	(+12%)	\$74,196	(+18%)	\$75,360	(+2%)
/1 - 6/30			\$72,327		\$88,941	(+23%)	\$90,078	(+1%)	\$97,117	(+8%)
/1 - 9/30	\$98,478		\$108,119	(+10%)	\$123,271	(+14%)	\$131,701	(+7%)	\$150,124	(+14%)
0/1 -12/31	\$50,854		\$55,043	(+8%)	\$65,489	(+19%)	\$63,844	(-3%)	\$75,717	(+19%)
Total:	\$149,332		\$291,537	(+9%)	\$340,374	(+17%)	\$359,819	(+6%)	\$398,318	(+11%)

	<u>1992</u>		<u>1993</u>		<u>1994</u>		<u>1995</u>		<u>1996</u>	
/1 - 3/31	\$89,021	(+18%)	\$99,865	(+12%)	\$104,120	(+4%)	\$99,358	(-5%)	\$101,954	(+3%)
/1 - 6/30	\$112,264	(+16%)	\$128,156	(+14%)	\$135,544	(+6%)	\$139,899	(+3%)	\$138,386	(-1%)
/1 - 9/30	\$167,931	(+12%)	\$198,156	(+18%)	\$210,859	(+6%)	\$219,100	(+4%)	\$215,386	(-2%)
0/1 -12/31	\$85,593	(+13%)	\$90,487	(+6%)	\$99,309	(+10%)	\$99,447	(+0%)	\$89,091	(-10%)
Total:	\$454,809	(+14%)	\$516,664	(+14%)	\$549,832	(+6%)	\$557,804	(+1%)	\$544,817	(-2%)

	<u>1997</u>		<u>1998</u>		<u>1999</u>		<u>2000</u>		<u>2001</u>	
/1 - 3/31	\$99,451	(-2%)	\$106,868	(+7%)	\$109,819	(+3%)	\$121,559	(+11%)	\$123,402	(+2%)
/1 - 6/30	\$134,830	(-3%)	\$147,813	(+10%)	\$158,122	(+7%)	\$158,282	(+0%)	\$189,760	(+20%)
/1 - 9/30	\$233,386	(+8%)	\$235,265	(+1%)	\$244,029	(+4%)	\$232,813	(-5%)	\$255,130	(+10%)
0/1 - 12/31	\$98,541	(+11%)	\$104,193	(+6%)	\$106,075	(+2%)	\$102,848	(-3%)	\$130,322	(+27%)
Total:	\$566,208	(+4%)	\$594,139	(+5%)	\$618,044	(+4%)	\$615,502	(-0%)	\$698,614	(+14%)

	<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>		<u>2006</u>	
/1 - 3/31	\$138,811	(+12%)	\$137,869	(-1%)	\$150,669	(+9%)	\$156,845	(+4%)	\$187,581	(+20%)
/1 - 6/30	\$190,231	(+0%)	\$189,335	(-0%)	\$210,063	(+11%)	\$232,091	(+10%)	\$258,529	(+11%)
/1 - 9/30	\$268,223	(+5%)	\$298,930	(+11%)	\$302,135	(+1%)	\$343,574	(+14%)	\$397,689	(+16%)
0/1 -12/31	\$127,866	(-2%)	\$146,189	(+14%)	\$150,757	(+3%)	\$178,722	(+19%)	\$199,066	(+11%)
Total:	\$725,130	(+4%)	\$772,323	(+7%)	\$813,625	(+5%)	\$911,231	(+12%)	\$1,042,865	(+14%)

	<u>2007</u>		<u>2008</u>		<u>2009</u>		<u>2010</u>		<u>2011</u>	
/1 - 3/31	\$209,440	(+12%)	\$220,728	(+5%)	\$200,736	(-9%)	\$202,811	(+1%)	\$239,004	(+18%)
/1 - 6/30	\$303,207	(+17%)	\$320,029	(+6%)	\$287,620	(-10%)	\$308,158	(+7%)	\$338,724	(+10%)
/1 - 9/30	\$427,175	(+7%)	\$431,855	(+1%)	\$424,738	(-2%)	\$528,615	(+24%)	\$532,678	(+1%)
0/1 -12/31	\$223,917	(+12%)	\$205,310	(-8%)	\$200,977	(-2%)	\$220,482	(+10%)	\$251,265	(+14%)
Total:	\$1,163,739	(+12%)	\$1,177,921	(+1%)	\$1,114,071	(-5%)	\$1,260,066	(+13%)	\$1,361,671	(+8%)

	<u>2012</u>			<u>2013</u>			<u>2014</u>			<u>2015</u>			<u>2016</u>		
/1 - 3/31	\$263,148	(+10%)		\$283,866	(+8%)		\$293,622	(+3%)		\$329,304	(+12%)		\$357,935	(+9%)	
/1 - 6/30	\$379,020	(+12%)		\$418,473	(+10%)		\$467,050	(+12%)		\$542,420	(+16%)		\$577,176	(+6%)	
/1 - 9/30	\$591,160	(+11%)		\$702,503	(+19%)		\$778,371	(+11%)		\$872,424	(+12%)		\$928,303	(+6%)	
0/1 -12/31	\$267,564	(+6%)		\$313,975	(+17%)		\$342,883	(+9%)		\$394,339	(+15%)		\$380,686	(-3%)	
Total:	\$1,500,892	(+10%)		\$1,718,816	(+15%)		\$1,881,925	(+9%)		\$2,138,488	(+14%)		\$2,244,100	(+5%)	

	<u>2017</u>		<u>2018</u>		<u>2019</u>		<u>2020</u>		<u>2021</u>	
/1 - 3/31	\$377,911	(+6%)	\$403,002	(+7%)	\$483,413	(+20%)	\$473,317	(-2%)	\$0	(+0%)
/1 - 6/30	\$620,163	(+7%)	\$657,376	(+6%)	\$749,113	(+14%)	\$297,009	(-60%)	\$0	(+0%)
/1 - 9/30	\$990,861	(+7%)	\$1,074,389	(+8%)	\$1,117,418	(+4%)	\$927,312	(-17%)	\$0	(+0%)
0/1 -12/31	\$419,286	(+10%)	\$477,693	(+14%)	\$526,989	(+10%)	\$490,784	(-7%)	\$0	(+0%)
Total:	\$2,408,222	(+7%)	\$2,612,460	(+8%)	\$2,876,933	(+10%)	\$2,188,423	(-24%)	\$0	(+0%)

CITY OF MISSOULA
Gross Lodging Tax Revenue

Date of this Run: 4/7/2021

Please Note: Revenue collected is 4% of lodging price. The percentages listed below are affected by rate increases, delinquencies and other factors. They should not be considered an equal correlation of increase or decrease in the number of travelers. The total collections are not representative of the amount of funding received by Regions or CVB's.

	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
/1 - 3/31		\$73,675	\$76,341 (+4%)	\$83,680 (+10%)	\$91,872 (+10%)
/1 - 6/30		\$124,527	\$139,901 (+12%)	\$149,956 (+7%)	\$170,540 (+14%)
/1 - 9/30	\$147,836	\$177,601 (+20%)	\$197,923 (+11%)	\$218,025 (+10%)	\$240,677 (+10%)
0/1 - 12/31	\$84,307	\$93,541 (+11%)	\$101,796 (+9%)	\$104,980 (+3%)	\$118,060 (+12%)
Total:	\$232,143	\$469,344 (+17%)	\$515,960 (+10%)	\$556,641 (+8%)	\$621,149 (+12%)

	<u>1992</u>		<u>1993</u>		<u>1994</u>		<u>1995</u>		<u>1996</u>	
/1 - 3/31	\$102,411	(+11%)	\$105,135	(+3%)	\$115,474	(+10%)	\$121,682	(+5%)	\$124,753	(+3%)
/1 - 6/30	\$183,253	(+7%)	\$188,995	(+3%)	\$210,295	(+11%)	\$219,132	(+4%)	\$242,318	(+11%)
/1 - 9/30	\$261,336	(+9%)	\$281,797	(+8%)	\$292,701	(+4%)	\$311,453	(+6%)	\$314,212	(+1%)
0/1 -12/31	\$115,592	(-2%)	\$133,624	(+16%)	\$147,209	(+10%)	\$150,098	(+2%)	\$146,829	(-2%)
Total:	\$662,592	(+7%)	\$709,551	(+7%)	\$765,679	(+8%)	\$802,365	(+5%)	\$828,112	(+3%)

	<u>1997</u>		<u>1998</u>		<u>1999</u>		<u>2000</u>		<u>2001</u>	
/1 - 3/31	\$119,408	(-4%)	\$123,379	(+3%)	\$133,344	(+8%)	\$149,547	(+12%)	\$165,022	(+10%)
/1 - 6/30	\$220,383	(-9%)	\$246,974	(+12%)	\$243,057	(-2%)	\$278,946	(+15%)	\$287,993	(+3%)
/1 - 9/30	\$319,351	(+2%)	\$324,392	(+2%)	\$345,891	(+7%)	\$394,521	(+14%)	\$396,638	(+1%)
0/1 - 12/31	\$146,562	(-0%)	\$162,040	(+11%)	\$171,670	(+6%)	\$196,250	(+14%)	\$204,322	(+4%)
total:	\$805,704	(-3%)	\$856,785	(+6%)	\$893,962	(+4%)	\$1,019,264	(+14%)	\$1,053,974	(+3%)

	<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>		<u>2006</u>	
/1 - 3/31	\$168,733	(+2%)	\$174,280	(+3%)	\$192,636	(+11%)	\$186,744	(-3%)	\$200,576	(+7%)
/1 - 6/30	\$311,165	(+8%)	\$334,701	(+8%)	\$340,973	(+2%)	\$353,354	(+4%)	\$370,868	(+5%)
/1 - 9/30	\$415,208	(+5%)	\$464,988	(+12%)	\$461,615	(-1%)	\$483,908	(+5%)	\$516,942	(+7%)
0/1 -12/31	\$223,267	(+9%)	\$219,069	(-2%)	\$239,415	(+9%)	\$244,194	(+2%)	\$284,648	(+17%)
Total:	\$1,118,373	(+6%)	\$1,193,038	(+7%)	\$1,234,639	(+3%)	\$1,268,200	(+3%)	\$1,373,034	(+8%)

	<u>2007</u>		<u>2008</u>		<u>2009</u>		<u>2010</u>		<u>2011</u>	
/1 - 3/31	\$235,313	(+17%)	\$255,516	(+9%)	\$242,028	(-5%)	\$226,983	(-6%)	\$240,898	(+6%)
/1 - 6/30	\$401,927	(+8%)	\$450,237	(+12%)	\$405,115	(-10%)	\$400,093	(-1%)	\$410,937	(+3%)
/1 - 9/30	\$571,469	(+11%)	\$573,492	(+0%)	\$537,464	(-6%)	\$552,608	(+3%)	\$600,700	(+9%)
0/1 -12/31	\$291,407	(+2%)	\$314,087	(+8%)	\$289,298	(-8%)	\$290,298	(+0%)	\$295,955	(+2%)
total:	\$1,500,116	(+9%)	\$1,593,331	(+6%)	\$1,473,904	(-7%)	\$1,469,982	(-0%)	\$1,548,490	(+5%)

	<u>2012</u>		<u>2013</u>		<u>2014</u>		<u>2015</u>		<u>2016</u>	
/1 - 3/31	\$232,240	(-4%)	\$295,486	(+27%)	\$296,488	(+0%)	\$330,627	(+12%)	\$347,546	(+5%)
/1 - 6/30	\$409,031	(-0%)	\$535,163	(+31%)	\$553,955	(+4%)	\$595,717	(+8%)	\$673,136	(+13%)
/1 - 9/30	\$640,721	(+7%)	\$763,804	(+19%)	\$815,896	(+7%)	\$881,296	(+8%)	\$912,337	(+4%)
0/1 -12/31	\$302,710	(+2%)	\$361,776	(+20%)	\$393,766	(+9%)	\$398,184	(+1%)	\$431,063	(+8%)
total:	\$1,584,702	(+2%)	\$1,956,229	(+23%)	\$2,060,105	(+5%)	\$2,205,824	(+7%)	\$2,364,082	(+7%)

	<u>2017</u>		<u>2018</u>		<u>2019</u>		<u>2020</u>		<u>2021</u>	
/1 - 3/31	\$374,189	(+8%)	\$376,881	(+1%)	\$389,001	(+3%)	\$375,856	(-3%)	\$0	(+0%)
/1 - 6/30	\$723,953	(+8%)	\$787,016	(+9%)	\$840,186	(+7%)	\$291,007	(-65%)	\$0	(+0%)
/1 - 9/30	\$1,078,985	(+18%)	\$1,123,445	(+4%)	\$1,112,802	(-1%)	\$853,752	(-23%)	\$0	(+0%)
0/1 -12/31	\$457,660	(+6%)	\$502,786	(+10%)	\$502,136	(-0%)	\$394,652	(-21%)	\$0	(+0%)
Total:	\$2,634,788	(+11%)	\$2,790,128	(+6%)	\$2,844,125	(+2%)	\$1,915,268	(-33%)	\$0	(+0%)

CITY OF KALISPELL
Gross Lodging Tax Revenue

Date of this Run: 4/7/2021

Please Note: Revenue collected is 4% of lodging price. The percentages listed below are affected by rate increases, delinquencies and other factors. They should not be considered an equal correlation of increase or decrease in the number of travelers. The total collections are not representative of the amount of funding received by Regions or CVB's.

	<u>1987</u>		<u>1988</u>		<u>1989</u>		<u>1990</u>		<u>1991</u>
/1 - 3/31			\$35,217		\$42,297 (+20%)		\$46,944 (+11%)		\$54,204 (+15%)
/1 - 6/30			\$61,640		\$69,010 (+12%)		\$77,715 (+13%)		\$93,787 (+21%)
/1 - 9/30	\$97,491		\$120,400 (+23%)		\$130,618 (+8%)		\$149,650 (+15%)		\$173,250 (+16%)
0/1 -12/31	\$32,311		\$41,454 (+28%)		\$47,384 (+14%)		\$52,839 (+12%)		\$57,425 (+9%)
Total:	\$129,802		\$258,711 (+25%)		\$289,309 (+12%)		\$327,148 (+13%)		\$378,666 (+16%)

	<u>1992</u>		<u>1993</u>		<u>1994</u>		<u>1995</u>		<u>1996</u>
/1 - 3/31	\$54,695 (+1%)		\$50,216 (-8%)		\$50,401 (+0%)		\$51,255 (+2%)		\$44,384 (-13%)
/1 - 6/30	\$99,907 (+7%)		\$96,014 (-4%)		\$99,876 (+4%)		\$90,131 (-10%)		\$95,136 (+6%)
/1 - 9/30	\$184,217 (+6%)		\$190,909 (+4%)		\$194,166 (+2%)		\$187,445 (-3%)		\$184,498 (-2%)
0/1 -12/31	\$51,009 (-11%)		\$56,433 (+11%)		\$56,053 (-1%)		\$57,228 (+2%)		\$53,237 (-7%)
Total:	\$389,828 (+3%)		\$393,573 (+1%)		\$400,496 (+2%)		\$386,059 (-4%)		\$377,255 (-2%)

	<u>1997</u>		<u>1998</u>		<u>1999</u>		<u>2000</u>		<u>2001</u>
/1 - 3/31	\$41,202 (-7%)		\$41,087 (-0%)		\$40,666 (-1%)		\$43,004 (+6%)		\$48,554 (+13%)
/1 - 6/30	\$80,577 (-15%)		\$87,740 (+9%)		\$86,585 (-1%)		\$92,810 (+7%)		\$86,232 (-7%)
/1 - 9/30	\$188,075 (+2%)		\$177,009 (-6%)		\$184,739 (+4%)		\$189,668 (+3%)		\$195,691 (+3%)
0/1 -12/31	\$48,342 (-9%)		\$42,550 (-12%)		\$49,769 (+17%)		\$47,495 (-5%)		\$46,999 (-1%)
Total:	\$358,196 (-5%)		\$348,386 (-3%)		\$361,759 (+4%)		\$372,976 (+3%)		\$377,476 (+1%)

	<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>		<u>2006</u>
/1 - 3/31	\$43,386 (-11%)		\$45,697 (+5%)		\$45,223 (-1%)		\$51,655 (+14%)		\$54,203 (+5%)
/1 - 6/30	\$83,904 (-3%)		\$93,313 (+11%)		\$90,627 (-3%)		\$105,064 (+16%)		\$109,785 (+4%)
/1 - 9/30	\$194,615 (-1%)		\$199,712 (+3%)		\$206,058 (+3%)		\$223,791 (+9%)		\$252,491 (+13%)
0/1 -12/31	\$42,640 (-9%)		\$51,313 (+20%)		\$60,798 (+18%)		\$65,129 (+7%)		\$75,188 (+15%)
Total:	\$364,545 (-3%)		\$390,036 (+7%)		\$402,705 (+3%)		\$445,639 (+11%)		\$491,668 (+10%)

	<u>2007</u>		<u>2008</u>		<u>2009</u>		<u>2010</u>		<u>2011</u>
/1 - 3/31	\$67,314 (+24%)		\$99,707 (+48%)		\$86,438 (-13%)		\$90,607 (+5%)		\$98,540 (+9%)
/1 - 6/30	\$135,517 (+23%)		\$181,802 (+34%)		\$161,548 (-11%)		\$171,944 (+6%)		\$167,899 (-2%)
/1 - 9/30	\$321,914 (+27%)		\$349,355 (+9%)		\$319,082 (-9%)		\$386,430 (+21%)		\$392,991 (+2%)
0/1 -12/31	\$101,837 (+35%)		\$101,222 (-1%)		\$94,862 (-6%)		\$109,247 (+15%)		\$118,338 (+8%)
Total:	\$626,582 (+27%)		\$732,085 (+17%)		\$661,930 (-10%)		\$758,227 (+15%)		\$777,769 (+3%)

	<u>2012</u>		<u>2013</u>		<u>2014</u>		<u>2015</u>		<u>2016</u>
/1 - 3/31	\$110,644 (+12%)		\$128,031 (+16%)		\$135,923 (+6%)		\$143,153 (+5%)		\$141,169 (-1%)
/1 - 6/30	\$195,204 (+16%)		\$220,662 (+13%)		\$248,187 (+12%)		\$265,522 (+7%)		\$267,778 (+1%)
/1 - 9/30	\$448,692 (+14%)		\$527,469 (+18%)		\$607,974 (+15%)		\$551,043 (-9%)		\$595,931 (+8%)
0/1 -12/31	\$144,063 (+22%)		\$158,253 (+10%)		\$159,410 (+1%)		\$151,649 (-5%)		\$153,740 (+1%)
Total:	\$898,603 (+16%)		\$1,034,415 (+15%)		\$1,151,494 (+11%)		\$1,111,367 (-3%)		\$1,158,618 (+4%)

	<u>2017</u>		<u>2018</u>		<u>2019</u>		<u>2020</u>		<u>2021</u>
/1 - 3/31	\$141,513 (+0%)		\$146,215 (+3%)		\$150,102 (+3%)		\$140,694 (-6%)		\$0 (+0%)
/1 - 6/30	\$276,809 (+3%)		\$321,377 (+16%)		\$345,047 (+7%)		\$148,249 (-57%)		\$0 (+0%)
/1 - 9/30	\$662,744 (+11%)		\$682,937 (+3%)		\$746,642 (+9%)		\$561,626 (-25%)		\$0 (+0%)
0/1 -12/31	\$160,330 (+4%)		\$171,207 (+7%)		\$163,989 (-4%)		\$142,064 (-13%)		\$0 (+0%)
Total:	\$1,241,395 (+7%)		\$1,321,735 (+6%)		\$1,405,782 (+6%)		\$992,632 (-29%)		\$0 (+0%)

CITY OF WHITEFISH
Gross Lodging Tax Revenue

Date of this Run: 4/7/2021

Please Note: Revenue collected is 4% of lodging price. The percentages listed below are affected by rate increases, delinquencies and other factors. They should not be considered an equal correlation of increase or decrease in the number of travelers. The total collections are not representative of the amount of funding received by Regions or CVB's.

	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
/1 - 3/31		\$28,234	\$37,251 (+32%)	\$44,337 (+19%)	\$53,212 (+20%)
/1 - 6/30		\$27,726	\$30,113 (+9%)	\$40,368 (+34%)	\$47,111 (+17%)
/1 - 9/30	\$44,564	\$53,676 (+20%)	\$64,554 (+20%)	\$74,869 (+16%)	\$102,678 (+37%)
0/1 -12/31	\$16,336	\$19,642 (+20%)	\$24,360 (+24%)	\$24,215 (-1%)	\$32,305 (+33%)
Total:	\$60,900	\$129,278 (+20%)	\$156,278 (+21%)	\$183,789 (+18%)	\$235,306 (+28%)

	<u>1992</u>		<u>1993</u>		<u>1994</u>		<u>1995</u>		<u>1996</u>	
/1 - 3/31	\$56,483	(+6%)	\$61,585	(+9%)	\$47,918	(-22%)	\$47,942	(+0%)	\$39,672	(-17%)
/1 - 6/30	\$57,183	(+21%)	\$70,053	(+23%)	\$57,129	(-18%)	\$53,387	(-7%)	\$56,711	(+6%)
/1 - 9/30	\$131,589	(+28%)	\$145,085	(+10%)	\$143,318	(-1%)	\$163,598	(+14%)	\$164,475	(+1%)
0/1 -12/31	\$40,842	(+26%)	\$39,889	(-2%)	\$36,032	(-10%)	\$35,764	(-1%)	\$32,025	(-10%)
Total:	\$286,097	(+22%)	\$316,611	(+11%)	\$284,397	(-10%)	\$300,691	(+6%)	\$292,883	(-3%)

	<u>1997</u>		<u>1998</u>		<u>1999</u>		<u>2000</u>		<u>2001</u>	
/1 - 3/31	\$41,635	(+5%)	\$40,091	(-4%)	\$42,297	(+6%)	\$53,239	(+26%)	\$53,977	(+1%)
/1 - 6/30	\$56,732	(+0%)	\$57,802	(+2%)	\$63,271	(+9%)	\$69,131	(+9%)	\$66,569	(-4%)
/1 - 9/30	\$171,642	(+4%)	\$173,405	(+1%)	\$181,993	(+5%)	\$190,565	(+5%)	\$190,882	(+0%)
0/1 -12/31	\$35,092	(+10%)	\$32,300	(-8%)	\$40,569	(+26%)	\$41,125	(+1%)	\$40,962	(-0%)
Total:	\$305,101	(+4%)	\$303,598	(-0%)	\$328,130	(+8%)	\$354,060	(+8%)	\$352,390	(-0%)

	<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>		<u>2006</u>	
/1 - 3/31	\$47,874	(-11%)	\$51,819	(+8%)	\$53,491	(+3%)	\$55,015	(+3%)	\$62,114	(+13%)
/1 - 6/30	\$70,145	(+5%)	\$78,523	(+12%)	\$83,493	(+6%)	\$94,634	(+13%)	\$103,620	(+9%)
/1 - 9/30	\$203,793	(+7%)	\$198,494	(-3%)	\$228,632	(+15%)	\$242,482	(+6%)	\$288,194	(+19%)
0/1 -12/31	\$40,831	(-0%)	\$49,397	(+21%)	\$54,488	(+10%)	\$59,604	(+9%)	\$70,722	(+19%)
Total:	\$362,642	(+3%)	\$378,232	(+4%)	\$420,104	(+11%)	\$451,734	(+8%)	\$524,650	(+16%)

	<u>2007</u>		<u>2008</u>		<u>2009</u>		<u>2010</u>		<u>2011</u>	
/1 - 3/31	\$64,989	(+5%)	\$78,757	(+21%)	\$63,046	(-20%)	\$65,629	(+4%)	\$75,479	(+15%)
/1 - 6/30	\$115,245	(+11%)	\$112,082	(-3%)	\$98,104	(-12%)	\$107,765	(+10%)	\$104,822	(-3%)
/1 - 9/30	\$316,016	(+10%)	\$330,749	(+5%)	\$283,003	(-14%)	\$324,254	(+15%)	\$360,552	(+11%)
0/1 -12/31	\$78,487	(+11%)	\$61,490	(-22%)	\$55,645	(-10%)	\$65,377	(+17%)	\$70,920	(+8%)
Total:	\$574,737	(+10%)	\$583,078	(+1%)	\$499,798	(-14%)	\$563,024	(+13%)	\$611,772	(+9%)

	<u>2012</u>		<u>2013</u>		<u>2014</u>		<u>2015</u>		<u>2016</u>	
/1 - 3/31	\$80,440	(+7%)	\$104,050	(+29%)	\$115,683	(+11%)	\$117,988	(+2%)	\$111,980	(-5%)
/1 - 6/30	\$119,703	(+14%)	\$142,018	(+19%)	\$141,492	(-0%)	\$158,362	(+12%)	\$177,045	(+12%)
/1 - 9/30	\$383,987	(+6%)	\$431,187	(+12%)	\$447,030	(+4%)	\$438,690	(-2%)	\$551,892	(+26%)
0/1 -12/31	\$81,416	(+15%)	\$93,746	(+15%)	\$104,524	(+11%)	\$94,311	(-10%)	\$120,443	(+28%)
Total:	\$665,546	(+9%)	\$771,001	(+16%)	\$808,729	(+5%)	\$809,351	(+0%)	\$961,360	(+19%)

	<u>2017</u>		<u>2018</u>		<u>2019</u>		<u>2020</u>		<u>2021</u>	
/1 - 3/31	\$137,974	(+23%)	\$165,210	(+20%)	\$197,956	(+20%)	\$180,795	(-9%)	\$0	(+0%)
/1 - 6/30	\$209,886	(+19%)	\$249,614	(+19%)	\$280,324	(+12%)	\$101,723	(-64%)	\$0	(+0%)
/1 - 9/30	\$640,615	(+16%)	\$694,820	(+8%)	\$762,755	(+10%)	\$721,468	(-5%)	\$0	(+0%)
0/1 -12/31	\$129,932	(+8%)	\$151,098	(+16%)	\$150,744	(-0%)	\$198,982	(+32%)	\$0	(+0%)
Total:	\$1,118,406	(+16%)	\$1,260,742	(+13%)	\$1,391,779	(+10%)	\$1,202,968	(-14%)	\$0	(+0%)

CITY OF HELENA
Gross Lodging Tax Revenue

Date of this Run: 4/7/2021

Please Note: Revenue collected is 4% of lodging price. The percentages listed below are affected by rate increases, delinquencies and other factors. They should not be considered an equal correlation of increase or decrease in the number of travelers. The total collections are not representative of the amount of funding received by Regions or CVB's.

	<u>1987</u>		<u>1988</u>		<u>1989</u>		<u>1990</u>		<u>1991</u>
0/1 - 3/31			\$52,068		\$60,712 (+17%)		\$57,947 (-5%)		\$66,288 (+14%)
0/1 - 6/30			\$69,069		\$77,907 (+13%)		\$86,882 (+12%)		\$87,905 (+1%)
0/1 - 9/30	\$81,214		\$89,426 (+10%)		\$93,860 (+5%)		\$103,097 (+10%)		\$106,015 (+3%)
0/1 -12/31	\$51,628		\$52,102 (+1%)		\$56,820 (+9%)		\$53,797 (-5%)		\$63,882 (+19%)
Total:	\$132,842		\$262,665 (+7%)		\$289,299 (+10%)		\$301,723 (+4%)		\$324,090 (+7%)

	<u>1992</u>		<u>1993</u>		<u>1994</u>		<u>1995</u>		<u>1996</u>
0/1 - 3/31	\$71,449 (+8%)		\$75,854 (+6%)		\$71,581 (-6%)		\$87,501 (+22%)		\$79,341 (-9%)
0/1 - 6/30	\$94,733 (+8%)		\$99,790 (+5%)		\$107,312 (+8%)		\$109,149 (+2%)		\$108,634 (-0%)
0/1 - 9/30	\$125,496 (+18%)		\$129,262 (+3%)		\$133,805 (+4%)		\$133,781 (-0%)		\$123,914 (-7%)
0/1 -12/31	\$70,492 (+10%)		\$76,364 (+8%)		\$84,864 (+11%)		\$69,710 (-18%)		\$75,974 (+9%)
Total:	\$362,170 (+12%)		\$381,269 (+5%)		\$397,562 (+4%)		\$400,141 (+1%)		\$387,863 (-3%)

	<u>1997</u>		<u>1998</u>		<u>1999</u>		<u>2000</u>		<u>2001</u>
0/1 - 3/31	\$87,536 (+10%)		\$82,791 (-5%)		\$97,904 (+18%)		\$92,313 (-6%)		\$103,512 (+12%)
0/1 - 6/30	\$115,222 (+6%)		\$115,120 (-0%)		\$119,542 (+4%)		\$132,208 (+11%)		\$136,388 (+3%)
0/1 - 9/30	\$144,924 (+17%)		\$156,905 (+8%)		\$153,131 (-2%)		\$173,323 (+13%)		\$164,842 (-5%)
0/1 -12/31	\$84,611 (+11%)		\$81,712 (-3%)		\$87,312 (+7%)		\$94,743 (+9%)		\$95,048 (+0%)
Total:	\$432,293 (+11%)		\$436,528 (+1%)		\$457,889 (+5%)		\$492,587 (+8%)		\$499,789 (+1%)

	<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>		<u>2006</u>
0/1 - 3/31	\$93,536 (-10%)		\$105,568 (+13%)		\$102,590 (-3%)		\$141,236 (+38%)		\$134,544 (-5%)
0/1 - 6/30	\$142,453 (+4%)		\$137,863 (-3%)		\$159,082 (+15%)		\$175,179 (+10%)		\$199,626 (+14%)
0/1 - 9/30	\$176,782 (+7%)		\$178,608 (+1%)		\$196,229 (+10%)		\$210,714 (+7%)		\$232,186 (+10%)
0/1 -12/31	\$97,756 (+3%)		\$100,042 (+2%)		\$123,343 (+23%)		\$125,546 (+2%)		\$150,022 (+19%)
Total:	\$510,527 (+2%)		\$522,082 (+2%)		\$581,244 (+11%)		\$652,675 (+12%)		\$716,378 (+10%)

	<u>2007</u>		<u>2008</u>		<u>2009</u>		<u>2010</u>		<u>2011</u>
0/1 - 3/31	\$163,392 (+21%)		\$157,759 (-3%)		\$175,569 (+11%)		\$153,187 (-13%)		\$177,395 (+16%)
0/1 - 6/30	\$212,115 (+6%)		\$230,467 (+9%)		\$214,716 (-7%)		\$227,123 (+6%)		\$214,835 (-5%)
0/1 - 9/30	\$256,294 (+10%)		\$258,549 (+1%)		\$245,815 (-5%)		\$264,154 (+7%)		\$266,324 (+1%)
0/1 -12/31	\$163,902 (+9%)		\$157,232 (-4%)		\$154,581 (-2%)		\$152,549 (-1%)		\$168,003 (+10%)
Total:	\$795,704 (+11%)		\$804,007 (+1%)		\$790,681 (-2%)		\$797,013 (+1%)		\$826,556 (+4%)

	<u>2012</u>		<u>2013</u>		<u>2014</u>		<u>2015</u>		<u>2016</u>
0/1 - 3/31	\$161,416 (-9%)		\$196,956 (+22%)		\$190,692 (-3%)		\$217,068 (+14%)		\$210,001 (-3%)
0/1 - 6/30	\$234,962 (+9%)		\$251,458 (+7%)		\$286,017 (+14%)		\$291,329 (+2%)		\$309,689 (+6%)
0/1 - 9/30	\$270,928 (+2%)		\$302,979 (+12%)		\$326,343 (+8%)		\$349,566 (+7%)		\$353,419 (+1%)
0/1 -12/31	\$160,770 (-4%)		\$181,859 (+13%)		\$206,719 (+14%)		\$210,868 (+2%)		\$232,936 (+10%)
Total:	\$828,076 (+0%)		\$933,253 (+13%)		\$1,009,772 (+8%)		\$1,068,831 (+6%)		\$1,106,045 (+3%)

	<u>2017</u>		<u>2018</u>		<u>2019</u>		<u>2020</u>		<u>2021</u>
0/1 - 3/31	\$237,153 (+13%)		\$217,572 (-8%)		\$247,730 (+14%)		\$182,294 (-26%)		\$0 (+0%)
0/1 - 6/30	\$316,727 (+2%)		\$326,438 (+3%)		\$338,581 (+4%)		\$108,271 (-68%)		\$0 (+0%)
0/1 - 9/30	\$373,612 (+6%)		\$342,984 (-8%)		\$364,486 (+6%)		\$208,271 (-43%)		\$0 (+0%)
0/1 -12/31	\$222,577 (-4%)		\$222,608 (+0%)		\$219,694 (-1%)		\$120,356 (-45%)		\$0 (+0%)
Total:	\$1,150,068 (+4%)		\$1,109,603 (-4%)		\$1,170,491 (+5%)		\$619,193 (-47%)		\$0 (+0%)

CITY OF BUTTE
Gross Lodging Tax Revenue

Date of this Run: 4/7/2021

Please Note: Revenue collected is 4% of lodging price. The percentages listed below are affected by rate increases, delinquencies and other factors. They should not be considered an equal correlation of increase or decrease in the number of travelers. The total collections are not representative of the amount of funding received by Regions or CVB's.

	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
/1 - 3/31		\$45,061	\$50,314 (+12%)	\$52,143 (+4%)	\$61,621 (+18%)
/1 - 6/30		\$66,212	\$77,655 (+17%)	\$87,104 (+12%)	\$94,803 (+9%)
/1 - 9/30	\$89,979	\$106,424 (+18%)	\$112,613 (+6%)	\$127,544 (+13%)	\$150,086 (+18%)
0/1 -12/31	\$43,019	\$48,492 (+13%)	\$49,902 (+3%)	\$57,492 (+15%)	\$65,450 (+14%)
Total:	\$132,998	\$266,189 (+16%)	\$290,484 (+9%)	\$324,283 (+12%)	\$371,960 (+15%)

	<u>1992</u>		<u>1993</u>		<u>1994</u>		<u>1995</u>		<u>1996</u>	
/1 - 3/31	\$70,400	(+14%)	\$72,212	(+3%)	\$77,445	(+7%)	\$72,130	(-7%)	\$70,823	(-2%)
/1 - 6/30	\$104,224	(+10%)	\$114,932	(+10%)	\$120,809	(+5%)	\$116,277	(-4%)	\$116,334	(+0%)
/1 - 9/30	\$162,272	(+8%)	\$174,953	(+8%)	\$173,093	(-1%)	\$181,345	(+5%)	\$171,158	(-6%)
0/1 -12/31	\$67,438	(+3%)	\$71,324	(+6%)	\$69,598	(-2%)	\$71,805	(+3%)	\$76,928	(+7%)
Total:	\$404,334	(+9%)	\$433,421	(+7%)	\$440,945	(+2%)	\$441,557	(+0%)	\$435,243	(-1%)

	<u>1997</u>		<u>1998</u>		<u>1999</u>		<u>2000</u>		<u>2001</u>	
/1 - 3/31	\$78,029	(+10%)	\$91,949	(+18%)	\$88,250	(-4%)	\$92,430	(+5%)	\$88,514	(-4%)
/1 - 6/30	\$130,566	(+12%)	\$139,455	(+7%)	\$133,790	(-4%)	\$146,054	(+9%)	\$141,722	(-3%)
/1 - 9/30	\$202,612	(+18%)	\$202,418	(-0%)	\$211,169	(+4%)	\$211,460	(+0%)	\$201,495	(-5%)
0/1 -12/31	\$97,985	(+27%)	\$86,460	(-12%)	\$84,648	(-2%)	\$88,791	(+5%)	\$85,320	(-4%)
Total:	\$509,192	(+17%)	\$520,282	(+2%)	\$517,857	(-0%)	\$538,735	(+4%)	\$517,050	(-4%)

	<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>		<u>2006</u>	
/1 - 3/31	\$97,586	(+10%)	\$96,457	(-1%)	\$106,751	(+11%)	\$105,674	(-1%)	\$122,846	(+16%)
/1 - 6/30	\$146,724	(+4%)	\$155,814	(+6%)	\$157,551	(+1%)	\$162,674	(+3%)	\$175,703	(+8%)
/1 - 9/30	\$203,601	(+1%)	\$224,876	(+10%)	\$230,955	(+3%)	\$238,128	(+3%)	\$246,717	(+4%)
0/1 - 12/31	\$85,486	(+0%)	\$100,186	(+17%)	\$98,825	(-1%)	\$102,737	(+4%)	\$121,083	(+18%)
Total:	\$533,397	(+3%)	\$577,333	(+8%)	\$594,082	(+3%)	\$609,213	(+3%)	\$666,349	(+9%)

	<u>2007</u>		<u>2008</u>		<u>2009</u>		<u>2010</u>		<u>2011</u>	
/1 - 3/31	\$133,146	(+8%)	\$144,517	(+9%)	\$130,906	(-9%)	\$132,130	(+1%)	\$138,834	(+5%)
/1 - 6/30	\$207,176	(+18%)	\$200,015	(-3%)	\$193,344	(-3%)	\$198,079	(+2%)	\$187,770	(-5%)
/1 - 9/30	\$279,596	(+13%)	\$276,149	(-1%)	\$277,832	(+1%)	\$297,053	(+7%)	\$299,477	(+1%)
0/1 - 12/31	\$136,244	(+13%)	\$133,927	(-2%)	\$129,155	(-4%)	\$131,593	(+2%)	\$145,015	(+10%)
Total:	\$756,162	(+13%)	\$754,608	(-0%)	\$731,237	(-3%)	\$758,855	(+4%)	\$771,095	(+2%)

	<u>2012</u>			<u>2013</u>			<u>2014</u>			<u>2015</u>			<u>2016</u>		
/1 - 3/31	\$156,869	(+13%)		\$157,705	(+1%)		\$160,419	(+2%)		\$172,241	(+7%)		\$183,657	(+7%)	
/1 - 6/30	\$210,003	(+12%)		\$220,238	(+5%)		\$243,889	(+11%)		\$261,009	(+7%)		\$273,103	(+5%)	
/1 - 9/30	\$300,852	(+0%)		\$338,106	(+12%)		\$351,421	(+4%)		\$381,858	(+9%)		\$397,485	(+4%)	
0/1 -12/31	\$149,194	(+3%)		\$146,190	(-2%)		\$168,854	(+16%)		\$174,875	(+4%)		\$183,714	(+5%)	
Total:	\$816,918	(+6%)		\$862,239	(+6%)		\$924,583	(+7%)		\$989,984	(+7%)		\$1,037,960	(+5%)	

	<u>2017</u>			<u>2018</u>		<u>2019</u>		<u>2020</u>		<u>2021</u>		
/1 - 3/31	\$184,149	(+0%)		\$203,790	(+11%)		\$200,376	(-2%)	\$176,382	(-12%)	\$0	(+0%)
/1 - 6/30	\$296,606	(+9%)		\$303,388	(+2%)		\$330,504	(+9%)	\$130,634	(-60%)	\$0	(+0%)
/1 - 9/30	\$433,966	(+9%)		\$434,459	(+0%)		\$425,816	(-2%)	\$337,679	(-21%)	\$0	(+0%)
0/1 -12/31	\$184,257	(+0%)		\$203,475	(+10%)		\$206,330	(+1%)	\$170,608	(-17%)	\$0	(+0%)
Total:	\$1,098,978	(+6%)		\$1,145,113	(+4%)		\$1,163,027	(+2%)	\$815,303	(-30%)	\$0	(+0%)



Attachment 4

This report summarizes nonresident visitors to Montana during quarter(s) 1,3,4, 2020.

These travelers spent at least one night in the following city: Great Falls.

This sample size of 66 survey respondents, which equates to 6.5% of all nonresident visitors, represents a total of 569,535 people.

Sites Visited on Trip

41%	Glacier National Park
23%	Other Montana State Parks
23%	Flathead Lake State Parks
21%	Yellowstone National Park
16%	Hot springs
15%	CM Russell Museum, Great Falls
11%	Lewis & Clark Interpretive Ctr, Great Falls
11%	Missouri River Breaks Nat'l Monument
11%	Museum of the Rockies, Bozeman
11%	Fort Peck Lake
10%	Bob Marshall Wilderness
10%	National Bison Range
8%	Little Bighorn Battlefield
8%	Virginia/Nevada City
7%	C.M. Russell National Wildlife Refuge
6%	Ghost towns
6%	Lolo Pass Interpretive Center
4%	Rocky Mountain Elk Foundation
4%	Grizzly & Wolf Discovery Center, West Yellowstone
4%	Bighorn Canyon Nat'l Recreation Area
3%	Missouri Headwaters State Park
3%	Clark Canyon Reservoir
2%	Big Hole Battlefield
--	MT Historical Museum, Helena
--	Lewis & Clark Caverns State Park
--	Ft. Peck Interpretive Center & Museum
--	Pompey's Pillar

Group Characteristics

7%	of groups with all first time visitors
79%	of groups with all repeat visitors
14%	of groups with mixed first time and repeat visitors
14%	Flew on a portion of their trip
6%	Own a 2nd property in MT
<1%	Hired an outfitter
87%	Plan to return within 2 years

Reasons for Trip

primary reason		all reasons
46%	Visit friends/relatives/family event	50%
21%	Vacation/recreation/pleasure	36%
17%	Just passing through	24%
13%	Business/convention/meeting	14%
2%	Other	2%
1%	Shopping	1%

Activities

43% Scenic driving
 34% Day hiking
 26% Visit local brewery
 23% Car / RV camping
 19% Nature photography
 18% Recreational shopping
 15% Wildlife watching
 13% Visiting other historical sites
 10% Visiting Lewis & Clark sites
 9% Visit farmers market
 8% Dinosaur attraction
 7% River rafting / floating
 7% Golfing
 7% Visiting museums
 6% Motorboating
 5% OHV / ATV
 5% Fishing / fly fishing
 5% Bicycling
 5% Motorcycle touring
 4% Viewing art exhibits
 3% Road / tour bicycling
 3% Visit local distillery
 3% Canoeing / kayaking
 3% Visiting Indian reservations
 2% Backpacking
 1% Skiing / snowboarding
 1% Attending festivals or events
 1% Horseback riding
 -- Rock climbing
 -- Attend wedding
 -- Snowshoeing
 -- Geocaching
 -- Attending performing arts
 -- Hunting
 -- Sporting event
 -- Birding
 -- Mountain biking
 -- Snowmobiling
 -- Rockhounding
 -- Cross-country skiing

**Average Length of Stay in MT 5.60 nights
 Of Nights Spent in MT**

48% of nights spent in Central Montana Region
 23% of nights spent in Glacier Country
 11% of nights spent in Southeast Montana Region
 8% of nights spent in Southwest Montana Region
 6% of nights spent in Missouri River Country
 5% of nights spent in Yellowstone Country

Percent of Nights Spent in Each Lodging Type

50% Hotel/motel
 19% Home/condo/cabin of friend/relative
 19% Private campground
 6% Other
 4% Public land camping
 2% Vehicle in parking area
 <1% Rented entire cabin/home
 <1% Guest ranch
 <1% Resort/condominium
 -- Rented room in home
 -- Bed & Breakfast
 -- My second home/condo/cabin

Montana Entry Points

22% Wibaux/Beach
 17% Superior
 13% Monida
 8% Bridger 310
 7% Great Falls Air
 7% Lodge Grass
 3% Sidney
 3% Biddle
 3% Sweetgrass
 2% Fairview

Travel Mode to Enter MT

72% Auto/Truck
 15% RV/Trailer
 10% Air
 3% Motorcycle
 -- Train
 -- Bus
 -- Other

If on Vacation, Attracted to Montana for...			
Primary Attraction			All Attractions
27%	Glacier National Park		45%
19%	Family / friends		30%
19%	Open space / uncrowded areas		43%
15%	Mountains / forests		74%
10%	Lakes		31%
5%	Other Montana history & culture		6%
5%	Hiking		11%
1%	Native American history & culture		3%
--	A Montana State Park		6%
--	Camping		11%
--	Fish		5%
--	Hunting		--
--	Lewis & Clark history		8%
--	Northern great plains / Badlands		2%
--	Resort / guest ranch		5%
--	Rivers		52%
--	Ski / Snowboard		1%
--	Snowmobile		--
--	Special events		<1%
--	Wildlife		20%
--	Yellowstone National Park		17%

Satisfaction with Aspects of Montana								
	Very dissatisfied	Dissatisfied	Somewhat dissatisfied	Somewhat satisfied	Satisfied	Very satisfied	N/A	Mean
Highway rest areas	--	--	4%	3%	44%	34%	16%	5.31
Availability of recycling bins	1%	3%	2%	1%	23%	22%	48%	4.76
Availability of travel information	--	--	--	4%	43%	28%	26%	5.35
Amount of historical roadside information	--	--	<1%	5%	48%	26%	20%	5.27
Access to public lands	--	1%	2%	6%	30%	21%	41%	5.15
Amount of open space	--	--	1%	<1%	24%	69%	6%	5.68
Wildlife viewing opportunities	--	--	1%	3%	35%	44%	17%	5.5
Stewardship of the land	--	--	3%	--	35%	39%	23%	5.39
A feeling of being welcomed	--	--	3%	5%	31%	61%	1%	5.52
Main streets reflecting local culture/heritage	--	<1%	--	6%	47%	29%	17%	5.2
Restaurants with local products	--	--	<1%	9%	37%	34%	20%	5.25
Availability of local arts and crafts	--	--	<1%	3%	36%	16%	45%	5.2

Residency

18% Washington
 11% Minnesota
 10% North Dakota
 9% Idaho
 7% Oregon
 6% Wyoming
 6% California
 6% Wisconsin
 5% Alberta, Canada
 3% Pennsylvania
 2% Ohio
 2% Iowa
 2% Texas
 2% New Mexico
 2% Kentucky
 1% Florida
 1% Virginia
 1% Oklahoma
 1% Maryland
 1% Alaska
 1% Saskatchewan, Canada
 1% Georgia
 <1% Nevada, Arizona, Utah, Indiana, Colorado, Mexico,
 Michigan, West Virginia

Respondent Age

24 - 85 Age range
 56 Average age
 58 Median age

Respondent Gender

45% Male
 55% Female
 10% First time visitor

Household Income

25% Less than \$50,000
 13% \$50,000 to less than \$75,000
 14% \$75,000 to less than \$100,000
 24% \$100,000 to less than \$150,000
 9% \$150,000 to less than \$200,000
 16% \$200,000 or greater

Age Groups Represented

5% 0-5 years
 4% 6-10 years
 5% 11-17 years
 6% 18-24 years
 8% 25-34 years
 20% 35-44 years
 25% 45-54 years
 34% 55-64 years
 33% 65-74 years
 8% 75 and over

Travel Group Type

28%	Self
49%	Couple
14%	Immediate Family
--	Family & Friends
2%	Friends
2%	Business Associates
5%	Extended Family
--	Organized Group or Club

Average Group Size: 1.93

Travel Group Size

28%	1 traveler
55%	2 travelers
14%	3 travelers
3%	4 travelers
1%	5 travelers
--	6 travelers
--	7 travelers
--	8 travelers
--	9 travelers
--	10 travelers
--	more than 10

Info Sources Used for Trip Planning

Most Useful		All Used
16%	Used no sources	26%
12%	Mobile apps	19%
8%	Info. from friend/relative living in MT	15%
5%	National Park brochure/book/website	16%
5%	Info. from previous visitor(s) to MT	14%
3%	Social media (i.e. Facebook)	10%
3%	Other	4%
--	"Made in Montana" website	1%
--	Automobile club (i.e. AAA)	6%
--	Called a MT visitor info. line/center	--
--	Consumer online reviews (i.e. TripAdvisor)	9%
--	Guide book (i.e. Frommer's Lonely Planet)	--
--	Info. from private businesses	7%
--	Info. from special events	--
--	MT community travel guide(s)	1%
--	Magazine/newspaper article online	6%
--	Magazine/newspaper articles	4%
--	Montana advertising campaign	2%
--	Official MT guidebook magazine	6%
--	Official MT website (VisitMT.com)	10%
--	Online Video	8%
--	Online travel agent (e.g., Travelocity)	2%
--	Other travel websites	6%
--	Professional online travel reviews	3%
--	Regional MT travel guide(s)	6%
--	Search Engine (i.e. Google)	50%
--	State Park brochure/website	1%

Sources Used During Trip

Most Useful		All Used
15%	Info. from friend/relative living in MT	24%
12%	Search engine (e.g., Google)	44%
9%	Used No Sources	19%
5%	National Park brochure/book/website	17%
1%	Visitor information center staff	5%
1%	Brochure information rack	10%
1%	Other	2%
1%	Official MT website (VisitMT.com)	2%
--	"Made in Montana" website	2%
--	Billboards	2%
--	Consumer online reviews (i.e. TripAdvisor)	7%
--	Guide book (i.e. Frommer's Lonely Planet)	<1%
--	Info. from private business (e.g., resort/motel/attraction)	2%
--	MT community travel guide(s)	2%
--	Map applications (i.e. GoogleMaps)	53%
--	Mobile apps	16%
--	Motel/restaurant/gas station employee	--
--	Official MT guidebook magazine	1%
--	Official highway information signs	9%
--	Regional MT travel guide(s)	4%
--	Social media (i.e. Facebook)	8%
--	State Park brochure/website	5%

This report summarizes nonresident visitors to Montana during quarter(s) 1,2,3,4, 2019.

These travelers spent at least one night in the following city: Great Falls.

This sample size of 229 survey respondents, which equates to 8% of all nonresident visitors, represents a total of 1,009,959 people.

Sites Visited on Trip

53%	Glacier National Park
39%	Yellowstone National Park
26%	Lewis & Clark Interpretive Ctr, Great Falls
18%	CM Russell Museum, Great Falls
17%	Little Bighorn Battlefield
16%	Flathead Lake State Parks
15%	Other Montana State Parks
10%	Hot springs
9%	Missouri River Breaks Nat'l Monument
9%	Bighorn Canyon Nat'l Recreation Area
8%	Ghost towns
7%	National Bison Range
6%	Lewis & Clark Caverns State Park
5%	Missouri Headwaters State Park
4%	Virginia/Nevada City
4%	Fort Peck Lake
4%	Clark Canyon Reservoir
2%	Grizzly & Wolf Discovery Center, West Yellowstone
2%	Museum of the Rockies, Bozeman
2%	Ft. Peck Interpretive Center & Museum
2%	C.M. Russell National Wildlife Refuge
2%	Lolo Pass Interpretive Center
2%	Bob Marshall Wilderness
2%	MT Historical Museum, Helena
2%	Pompey's Pillar
2%	Rocky Mountain Elk Foundation
1%	Big Hole Battlefield

Group Characteristics

11%	of groups with all first time visitors
79%	of groups with all repeat visitors
9%	of groups with mixed first time and repeat visitors
28%	Flew on a portion of their trip
3%	Own a 2nd property in MT
3%	Hired an outfitter
83%	Plan to return within 2 years

Reasons for Trip

primary reason		all reasons
49%	Vacation/recreation/pleasure	54%
20%	Visit friends/relatives/family event	29%
15%	Just passing through	27%
13%	Business/convention/meeting	14%
3%	Other	3%
1%	Shopping	2%

Activities

58% Scenic driving
 32% Day hiking
 31% Recreational shopping
 30% Wildlife watching
 27% Nature photography
 26% Visiting other historical sites
 26% Car / RV camping
 25% Visiting Lewis & Clark sites
 23% Visiting museums
 17% Visit local brewery
 10% Visiting Indian reservations
 9% Fishing / fly fishing
 9% Visit farmers market
 9% Viewing art exhibits
 8% Attending festivals or events
 7% Motorcycle touring
 6% Sporting event
 4% Canoeing / kayaking
 4% OHV / ATV
 3% Birding
 3% Dinosaur attraction
 3% Golfing
 3% Bicycling
 3% Visit local distillery
 2% Hunting
 2% Attend wedding
 2% River rafting / floating
 2% Attending performing arts
 1% Rockhounding
 1% Horseback riding
 1% Motorboating
 1% Backpacking
 1% Skiing / snowboarding
 1% Rock climbing
 1% Cross-country skiing
 <1% Mountain biking
 <1% Road / tour bicycling
 <1% Geocaching
 -- Snowmobiling
 -- Snowshoeing

Travel Mode to Enter MT

63% Auto/Truck
 21% Air
 13% RV/Trailer
 3% Motorcycle
 <1% Bus
 -- Train
 -- Other

**Average Length of Stay in MT 5.38 nights
Of Nights Spent in MT**

55% of nights spent in Central Montana Region
 21% of nights spent in Glacier Country
 12% of nights spent in Yellowstone Country
 6% of nights spent in Southeast Montana Region
 5% of nights spent in Southwest Montana Region
 1% of nights spent in Missouri River Country

Percent of Nights Spent in Each Lodging Type

51% Hotel/motel
 25% Home/condo/cabin of friend/relative
 10% Private campground
 4% Public land camping
 3% Vehicle in parking area
 3% Bed & Breakfast
 2% Other
 2% Rented entire cabin/home
 1% Guest ranch
 1% My second home/condo/cabin
 <1% Rented room in home
 <1% Resort/condominium

Montana Entry Points

14% Great Falls Air
 12% Superior
 12% Monida
 7% Lodge Grass
 7% Gardiner
 7% Sweetgrass
 5% Wibaux/Beach
 4% Heron
 4% Targhee Pass
 4% West Yellowstone
 3% Culbertson/Bainville
 3% Bozeman Air
 2% Alzada
 2% Fairview
 2% Missoula Air

If on Vacation, Attracted to Montana for...			
Primary Attraction			All Attractions
30%	Glacier National Park		52%
16%	Family / friends		28%
15%	Mountains / forests		64%
9%	Yellowstone National Park		39%
8%	Open space / uncrowded areas		55%
4%	Lewis & Clark history		24%
3%	Native American history & culture		18%
3%	Fish		17%
2%	Lakes		35%
2%	Camping		16%
2%	Hunting		4%
2%	Special events		8%
1%	Ski / Snowboard		2%
1%	Wildlife		34%
1%	Rivers		48%
1%	Hiking		20%
<1%	Other Montana history & culture		18%
--	A Montana State Park		12%
--	Northern great plains / Badlands		11%
--	Resort / guest ranch		5%
--	Snowmobile		--

Satisfaction with Aspects of Montana								
	Very dissatisfied	Dissatisfied	Somewhat dissatisfied	Somewhat satisfied	Satisfied	Very satisfied	N/A	Mean
Highway rest areas	1%	1%	1%	4%	34%	39%	20%	5.32
Availability of recycling bins	5%	4%	3%	9%	29%	18%	32%	4.49
Availability of travel information	1%	1%	1%	4%	38%	38%	18%	5.32
Amount of historical roadside information	1%	--	1%	4%	36%	38%	20%	5.37
Access to public lands	1%	1%	1%	3%	23%	34%	38%	5.37
Amount of open space	1%	1%	<1%	1%	16%	71%	10%	5.66
Wildlife viewing opportunities	1%	<1%	2%	4%	26%	53%	14%	5.44
Stewardship of the land	1%	--	2%	3%	26%	45%	24%	5.43
A feeling of being welcomed	1%	--	<1%	3%	32%	62%	2%	5.56
Main streets reflecting local culture/heritage	1%	1%	1%	4%	44%	40%	10%	5.34
Restaurants with local products	1%	<1%	2%	5%	39%	39%	14%	5.3
Availability of local arts and crafts	1%	1%	1%	4%	30%	30%	33%	5.28

Residency

14%	Alberta, Canada
7%	Washington
7%	Idaho
6%	Colorado
6%	California
5%	Minnesota
4%	Florida
4%	Illinois
3%	Oregon
3%	North Dakota
3%	Utah
3%	Texas
3%	Alabama
3%	Oklahoma
3%	Michigan
2%	Wisconsin
2%	Nevada
2%	Missouri
2%	Wyoming
2%	Arizona
2%	West Virginia
2%	Alaska
1%	Ontario, Canada
1%	Kansas
1%	Saskatchewan, Canada
1%	North Carolina
1%	South Dakota
1%	Indiana
1%	Tennessee
1%	Australia
1%	New Mexico
1%	Pennsylvania
1%	New York
1%	New Jersey
<1%	Germany, Iowa, Holland, Nebraska, Louisiana, Hawaii, Georgia, Massachusetts, Maryland, Mississippi, South Carolina, Virginia, Manitoba, Canada, British Columbia, Canada

Respondent Age

19 - 85	Age range
58	Average age
61	Median age

Respondent Gender

57%	Male
43%	Female
14%	First time visitor

Household Income

16%	Less than \$50,000
21%	\$50,000 to less than \$75,000
22%	\$75,000 to less than \$100,000
21%	\$100,000 to less than \$150,000
11%	\$150,000 to less than \$200,000
9%	\$200,000 or greater

Age Groups Represented

2%	0-5 years
3%	6-10 years
4%	11-17 years
5%	18-24 years
11%	25-34 years
12%	35-44 years
18%	45-54 years
34%	55-64 years
39%	65-74 years
11%	75 and over

Travel Group Type

27%	Self
45%	Couple
18%	Immediate Family
3%	Family & Friends
2%	Friends
2%	Business Associates
2%	Extended Family
<1%	Organized Group or Club

Average Group Size: 2.01**Travel Group Size**

27%	1 traveler
57%	2 travelers
7%	3 travelers
6%	4 travelers
1%	5 travelers
2%	6 travelers
<1%	7 travelers
--	8 travelers
--	9 travelers
<1%	10 travelers
--	more than 10

Info Sources Used for Trip Planning

Most Useful		All Used
26%	Search Engine (i.e. Google)	48%
22%	Used no sources	28%
10%	Info. from friend/relative living in MT	17%
8%	Official MT website (VisitMT.com)	17%
6%	Info. from previous visitor(s) to MT	14%
5%	National Park brochure/book/website	18%
3%	Automobile club (i.e. AAA)	10%
3%	Mobile apps	12%
3%	Consumer online reviews (i.e. TripAdvisor)	9%
3%	Guide book (i.e. Frommer's Lonely Planet)	6%
1%	Other	5%
1%	Regional MT travel guide(s)	5%
1%	Online travel agent (e.g., Travelocity)	3%
1%	Social media (i.e. Facebook)	5%
1%	Official MT guidebook magazine	6%
1%	Other travel websites	6%
<1%	Info. from private businesses	2%
<1%	Online Video	3%
--	"Made in Montana" website	2%
--	Called a MT visitor info. line/center	1%
--	Info. from special events	2%
--	MT community travel guide(s)	1%
--	Magazine/newspaper article online	3%
--	Magazine/newspaper articles	3%
--	Montana advertising campaign	<1%
--	Professional online travel reviews	1%
--	State Park brochure/website	6%

Sources Used During Trip

Most Useful		All Used
28%	Map applications (i.e. GoogleMaps)	51%
17%	Search engine (e.g., Google)	42%
17%	Used No Sources	23%
9%	Info. from friend/relative living in MT	18%
4%	National Park brochure/book/website	21%
4%	Consumer online reviews (i.e. TripAdvisor)	8%
3%	Info. from private business (e.g., resort/motel/attraction)	4%
3%	Official MT website (VisitMT.com)	7%
3%	Official highway information signs	14%
2%	Other	4%
2%	Visitor information center staff	13%
2%	Mobile apps	12%
2%	Brochure information rack	12%
1%	Regional MT travel guide(s)	7%
1%	Social media (i.e. Facebook)	6%
1%	State Park brochure/website	7%
1%	MT community travel guide(s)	4%
<1%	Official MT guidebook magazine	5%
--	"Made in Montana" website	1%
--	Billboards	5%
--	Guide book (i.e. Frommer's Lonely Planet)	4%
--	Motel/restaurant/gas station employee	--



Attachment 5

Residency

18% Washington
 11% Minnesota
 10% North Dakota
 9% Idaho
 7% Oregon
 6% Wyoming
 6% California
 6% Wisconsin
 5% Alberta, Canada
 3% Pennsylvania
 2% Ohio
 2% Iowa
 2% Texas
 2% New Mexico
 2% Kentucky
 1% Florida
 1% Virginia
 1% Oklahoma
 1% Maryland
 1% Alaska
 1% Saskatchewan, Canada
 1% Georgia
 <1% Nevada, Arizona, Utah, Indiana, Colorado, Mexico,
 Michigan, West Virginia

Respondent Age

24 - 85 Age range
 56 Average age
 58 Median age

Respondent Gender

45% Male
 55% Female
 10% First time visitor

Household Income

25% Less than \$50,000
 13% \$50,000 to less than \$75,000
 14% \$75,000 to less than \$100,000
 24% \$100,000 to less than \$150,000
 9% \$150,000 to less than \$200,000
 16% \$200,000 or greater

Age Groups Represented

5% 0-5 years
 4% 6-10 years
 5% 11-17 years
 6% 18-24 years
 8% 25-34 years
 20% 35-44 years
 25% 45-54 years
 34% 55-64 years
 33% 65-74 years
 8% 75 and over

Residency

14%	Alberta, Canada
7%	Washington
7%	Idaho
6%	Colorado
6%	California
5%	Minnesota
4%	Florida
4%	Illinois
3%	Oregon
3%	North Dakota
3%	Utah
3%	Texas
3%	Alabama
3%	Oklahoma
3%	Michigan
2%	Wisconsin
2%	Nevada
2%	Missouri
2%	Wyoming
2%	Arizona
2%	West Virginia
2%	Alaska
1%	Ontario, Canada
1%	Kansas
1%	Saskatchewan, Canada
1%	North Carolina
1%	South Dakota
1%	Indiana
1%	Tennessee
1%	Australia
1%	New Mexico
1%	Pennsylvania
1%	New York
1%	New Jersey
<1%	Germany, Iowa, Holland, Nebraska, Louisiana, Hawaii, Georgia, Massachusetts, Maryland, Mississippi, South Carolina, Virginia, Manitoba, Canada, British Columbia, Canada

Respondent Age

19 - 85	Age range
58	Average age
61	Median age

Respondent Gender

57%	Male
43%	Female
14%	First time visitor

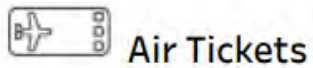
Household Income

16%	Less than \$50,000
21%	\$50,000 to less than \$75,000
22%	\$75,000 to less than \$100,000
21%	\$100,000 to less than \$150,000
11%	\$150,000 to less than \$200,000
9%	\$200,000 or greater

Age Groups Represented

2%	0-5 years
3%	6-10 years
4%	11-17 years
5%	18-24 years
11%	25-34 years
12%	35-44 years
18%	45-54 years
34%	55-64 years
39%	65-74 years
11%	75 and over

Media Solutions Traveler Information



Air Tickets

15.2K

+ 3.9% YoY



Room Nights

44.0K

+ 7.5% YoY



PAX

76.0K

+ 7.5% YoY



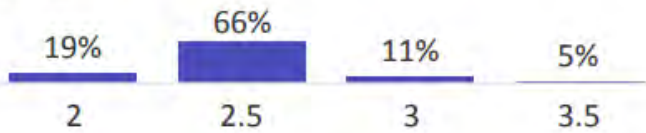
Package

11.2%

Flight + Other



Star Rating



Top 10 Origin Air Markets By Air Ticket Sales

Market	Tickets	% of Total	
Los Angeles, USA	991	6.5%	\$252.7K
Seattle, USA	594	3.9%	\$180.4K
Dallas, USA	480	3.2%	\$192.7K
Denver, USA	456	3.0%	\$203.3K
Phoenix, USA	425	2.8%	\$136.3K
Las Vegas, USA	410	2.7%	\$103.2K
San Diego, USA	397	2.6%	\$116.8K
Portland, USA	383	2.5%	\$144.9K
Sacramento, USA	380	2.5%	\$132.4K
Kansas City, USA	305	2.0%	\$109.3K

Top 10 Origin Air Markets by YoY Ticket Growth

Market	Last Year	Air Tickets	YoY %
Salt Lake City, USA	132	294	123%
Nashville, USA	166	227	37%
Washington, USA	195	266	36%
Austin, USA	190	252	33%
Denver, USA	345	456	32%
San Antonio, USA	178	216	21%
Orlando, USA	159	190	19%
Minneapolis, USA	255	303	19%
Kansas City, USA	273	305	12%
Detroit, USA	192	212	10%

Inquiry/Visitor History

Date Entered: 7/1/2020 - 6/30/2021
 Grouped By: State
 Inquiry Source(s): All Inquiry Sources
 Requested Item(s): All Inquiry Items

State	Inquiry Count
	41
AK	15
AL	442
AR	323
Arkansas	1
AZ	499
CA	1,699
California	1
CO	447
Connecticut	1
CT	184
DC	7
DE	66
FL	1,585
Florida	2
GA	669
HI	38
IA	468
ID	220
IL	880
IN	606
INTL	1
KS	327
KY	438
LA	455
Louisiana	1
MA	300
MD	282
ME	100
MI	905
Minnesota	1
MN	790
MO	816
MS	269
MT	102
NC	582
ND	112
NE	242
NH	116
NJ	392
NM	86
NV	219
NY	696

State	Inquiry Count
OH	940
Ohio	1
OK	397
OR	443
Out of the USA	3
PA	875
RI	51
SC	368
SD	128
Texas	3
TN	673
TX	1,711
UT	218
VA	415
VI	1
VT	43
WA	738
Washington	1
WI	812
WV	135
WY	58
<hr/>	
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Grand Total:	23,440



Attachment 6



Paid Media Report

Markets	Impressions	Reach	Post Shares	Unique Clicks	Clicks /Reach	Cost	Cost/ Clicks	CPM Impressions	Full Video Views	View Through Rate
About Dam Time	Facebook	June 1 - July 12, 2020								
Billings, Bozeman, Butte, Kalispell, Missoula	421,338	86,992	3	1,199	1.4%	\$4,986.98	\$4.16	\$11.84	244,275	57.98%
Hiker/ArtsFest	Facebook	July 24 - Aug 21, 2020								
Missoula/Kalispell	57,016	18,320	1	294	1.6%	\$241.59	\$0.82	\$4.24	N/A	N/A
Billings	49,540	14,832	1	290	2.0%	\$220.21	\$0.76	\$4.45	N/A	N/A
Butte/Bozeman	33,912	10,040	1	171	1.7%	\$148.49	\$0.87	\$4.38	N/A	N/A
Misc.	15	16		0	0.0%	\$0.06	\$0.00	\$4.00	N/A	N/A
Totals	140,483	43,208	3	755	1.7%	\$610.35	\$0.81	\$4.34		
Kickball/Dining	Facebook	July 24 - Aug 21, 2020								
Missoula/Kalispell	72,478	22,032	1	423	1.9%	\$275.20	\$0.65	\$3.80	N/A	N/A
Billings	65,109	18,256	1	385	2.1%	\$263.51	\$0.68	\$4.05	N/A	N/A
Butte/Bozeman	44,490	12,432	1	261	2.1%	\$175.84	\$0.67	\$3.95	N/A	N/A
Misc.	11	0		0	0.0%	\$0.02	\$0.00	\$1.82	N/A	N/A
Totals	182,088	52,720	3	1,069	2.0%	\$714.57	\$0.67	\$3.92		
NO COVID 25% Off	Facebook	Aug 11-31, 2020								
Judith Basin, Philips, Teton & Valley counties	176,744	26,960	7	734	2.7%	\$902.37	\$1.23	\$5.11	N/A	N/A
counties	73,380	14,976	3	303	2.0%	\$381.05	\$1.26	\$5.19	N/A	N/A
Sheridan & Wibaux counties	43,066	6,648	2	157	2.4%	\$216.78	\$1.38	\$5.03	N/A	N/A
Carter, Dawson & Prairie counties	38,407	6,952		130	1.9%	\$184.63	\$1.42	\$4.81	N/A	N/A

Agenda #26.										
Powder River, Sweetgrass & Treasure counties	31,938	6,944	1	135	1.9%	\$164.16	\$1.22	\$5.14	N/A	N/A
Powell county	21,116	4,445		102	2.3%	\$115.58	\$1.13	\$5.47	N/A	N/A
Misc.	4,636	2,395	0	21	0.9%	\$51.97	\$2.47	\$11.21	N/A	N/A
Totals	389,287	69,320	13	1,582	2.3%	\$2,016.54	\$1.27	\$5.18		
About Dam Time	Facebook Video	Aug 25-Oct 31, 2020								
Salt Lake City, UT	135,035	48,387	29	4,003	8.3%	\$1,939.00	\$0.48	\$14.36		
Coeur d'Alene, ID	45,711	15,633	15	1,284	8.2%	\$542.50	\$0.42	\$11.87		
Rapid City, SD	39,642	12,465	6	978	7.8%	\$450.00	\$0.46	\$11.35		
Bismarck & Williston, ND	30,889	9,313	3	736	7.9%	\$345.25	\$0.47	\$11.18		
Casper, WY	19,523	5,024	4	449	8.9%	\$229.26	\$0.51	\$11.74		
Misc.	710	399		23	5.8%	\$23.83	\$1.04	\$33.56		
Totals	271,510	91,221	57	7,473	8.2%	\$3,529.84	\$0.47	\$13.00	73,766	27.17%
SAFETY Carousel	Facebook	Oct 19 - Dec 30, 2020								
Denver, CO	506,279	153,598	12	3,375	2.2%	\$2,947.52	\$0.87	\$5.82		
Boise & Coeur d'Alene, ID	334,461	59,263	10	2,183	3.7%	\$2,017.00	\$0.92	\$6.03		
Salt Lake City, UT	330,544	101,055	13	2,491	2.5%	\$2,266.00	\$0.91	\$6.86		
Spokane, WA	169,134	38,336	8	1,036	2.7%	\$877.08	\$0.85	\$5.19		
Rapid City, SD	118,759	16,512	3	775	4.7%	\$600.96	\$0.78	\$5.06		
Bismarck & Williston, ND	92,632	15,424	1	591	3.8%	\$500.20	\$0.85	\$5.40		
Casper, WY	46,009	8,576	3	241	2.8%	\$251.13	\$1.04	\$5.46		
Misc.	18,537	3,520	4	122	3.5%	\$49.95	\$0.41	\$2.69		
Totals	1,616,355	396,284	54	10,814	2.7%	\$9,509.84	\$0.88	\$5.88	N/A	N/A
SAFETY Canadian	Facebook Video	Oct 19 - Dec 30, 2020								
Alberta, Canada	337,784	124,319	8	339	0.3%	\$2,407.16	\$7.10	\$7.13		
Saskatchewan, Canada	78,357	27,328		85	0.3%	\$592.82	\$6.97	\$7.57		
Misc.		1			0.0%	\$0.02				
Totals	416,141	151,648	8	424	0.3%	\$3,000.00	\$7.08	\$7.21	147,357	35.41%
SAFETY Winter Video	Instagram Video	Nov 20 - Dec 30, 2020								
Denver, CO	76,072	31,304		168	0.5%	\$1,711.42	\$10.19	\$22.50		
Salt Lake City, UT	59,637	26,304		120	0.5%	\$1,243.36	\$10.36	\$20.85		210
Boise & Coeur d'Alene, ID	17,970	8,176		27	0.3%	\$370.92	\$13.74	\$20.64		
Spokane, WA	17,913	6,912		33	0.5%	\$422.41	\$12.80	\$23.58		

<div>Agenda #26.</div>									
Bismarck & Williston, ND	4,183	1,424	7	0.5%	\$107.43	\$15.35	\$25.68		
Rapid City, SD	4,007	1,312	7	0.5%	\$102.11	\$14.59	\$25.48		
Casper, WY	2,557	992	6	0.6%	\$64.45	\$10.74	\$25.21		
Misc.	90	72	0	0.0%	\$1.29		\$14.33		
Totals	182,429	76,496	368	0.5%	\$4,023.39	\$10.93	\$22.05	74,066	40.60%
SAFETY Winter Video - Update	Facebook Video	Dec 26 -30, 2020							
Denver, CO	10,323	8,644	18	0.2%	\$168.83	\$9.38	\$16.35		
Salt Lake City, UT	8,819	6,920	15	0.2%	\$150.20	\$10.01	\$17.03		
Boise & Coeur d'Alene, ID	3,851	2,700	5	0.2%	\$63.58	\$12.72	\$16.51		
Spokane, WA	2,672	2,100	3	0.1%	\$56.26	\$18.75	\$21.06		
Bismarck & Williston, ND	1,247	700	4	0.6%	\$26.64	\$6.66	\$21.36		
Rapid City, SD	816	584	2	0.3%	\$18.02	\$9.01	\$22.08		
Casper, WY	607	524	1	0.2%	\$13.11	\$13.11	\$21.60		
Misc.	7	11	0	0.0%	\$3.36		\$480.00		
Totals	28,342	22,183	48	0.2%	\$500.00	\$10.42	\$17.64	22,916	80.86%
SAFETY Winter Video - Update	Instagram Video	Dec 26 -30, 2020							
Denver, CO	17,150	14,296	13	0.1%	\$205.13	\$15.78	\$11.96		
Salt Lake City, UT	16,142	13,344	17	0.1%	\$216.74	\$12.75	\$13.43		
Boise & Coeur d'Alene, ID	5,726	4,720	6	0.1%	\$73.47	\$12.25	\$12.83		
Spokane, WA	2,534	2,360	2	0.1%	\$35.14	\$17.57	\$13.87		
Bismarck & Williston, ND	568	480	1	0.2%	\$14.22	\$14.22	\$25.04		
Rapid City, SD	524	392	0	0.0%	\$15.73		\$30.02		
Casper, WY	307	248	0	0.0%	\$13.03		\$42.44		
Misc.	95	73	0	0.0%	\$1.29		\$13.58		
Totals	43,046	35,913	39	0.1%	\$574.75	\$14.74	\$13.35	41,614	96.67%
Summer About Dam Time v2	Facebook Video	Feb 5 - Mar 31, 2021							
Chicago, IL	147,034	56,258	15	2,635	4.7%	\$1,325.22	\$0.50	\$9.01	
Minneapolis, MN	76,610	30,081	8	1,485	4.9%	\$687.62	\$0.46	\$8.98	
Seattle, WA	70,525	27,105	13	1,166	4.3%	\$602.14	\$0.52	\$8.54	
Denver, CO	57,460	21,537	11	921	4.3%	\$452.98	\$0.49	\$7.88	
Salt Lake City, UT	39,194	16,321	6	652	4.0%	\$320.79	\$0.49	\$8.18	
Boise & Coeur d'Alene, ID	23,612	8,864	6	355	4.0%	\$172.24	\$0.49	\$7.29	
Spokane, WA	20,824	7,936	12	361	4.5%	\$157.33	\$0.44	\$7.56	211
Misc.	16,312	4,352	1	318	7.3%	\$152.24	\$0.48	\$9.33	
Bismarck & Williston, ND	7,209	2,560	3	109	4.3%	\$46.50	\$0.43	\$6.45	

Rapid City, SD	7,044	2,272	1	106	4.7%	\$47.52	\$0.45	\$6.75		
Casper, WY	4,680	1,536	2	67	4.4%	\$30.51	\$0.46	\$6.52		
Totals	470,504	178,822	78	8,175	4.6%	\$3,995.09	\$0.49	\$8.49	14,228	3.02%
We Told You Once	Facebook Video Retargeting March 5 - 31, 2021									
Chicago, IL	69,855	9,296	4	763	8.2%	\$747.38	\$0.98	\$10.70		
Minneapolis, MN	33,740	5,056	3	357	7.1%	\$346.34	\$0.97	\$10.26		
Seattle, WA	31,649	4,464	4	319	7.1%	\$319.73	\$1.00	\$10.10		
Denver, CO	24,757	3,576	2	258	7.2%	\$246.08	\$0.95	\$9.94		
Salt Lake City, UT	20,246	2,904	1	220	7.6%	\$200.05	\$0.91	\$9.88		
Spokane, WA	15,075	2,168	2	148	6.8%	\$149.14	\$1.01	\$9.89		
Boise & Coeur d'Alene, ID	13,344	1,944	2	155	8.0%	\$134.74	\$0.87	\$10.10		
Misc.	8,545	272		95	34.9%	\$91.16	\$0.96	\$10.67		
Rapid City, SD	5,513	704	1	49	7.0%	\$54.27	\$1.11	\$9.84		
Bismarck & Williston, ND	5,044	704		56	8.0%	\$45.54	\$0.81	\$9.03		
Casper, WY	4,344	512	1	35	6.8%	\$40.86	\$1.17	\$9.41		
Totals	232,112	31,600	20	2,455	7.8%	\$2,375.29	\$0.97	\$10.23		
Western Art Week	Facebook Tile Ad		March 5 - 18, 2021							
Kalispell & Missoula, MT	66,761	20,000	11	637	3.2%	\$462.12	\$0.73	\$6.92		
Billings, MT	57,014	16,928	9	458	2.7%	\$385.14	\$0.84	\$6.76		
Rapid City, SD	52,052	13,696	4	384	2.8%	\$316.24	\$0.82	\$6.08		
Bismarck, ND	36,589	10,880	2	282	2.6%	\$236.46	\$0.84	\$6.46		
Butte, MT	26,692	6,192	7	207	3.3%	\$179.94	\$0.87	\$6.74		
Helena, MT	25,159	7,936	7	228	2.9%	\$165.36	\$0.73	\$6.57		
Glasgow & Malta	7,264	1,712	2	56	3.3%	\$49.71	\$0.89	\$6.84		
Glendive & Plentywood, MT	5,597	1,248	1	54	4.3%	\$33.71	\$0.62	\$6.02		
Misc/Unknown	8					\$0.03				
Totals	277,136	78,592	43	2,306	2.9%	\$1,828.71	\$0.79	\$6.60		
Summer About Dam Time	YouTube :30		June 1 - July 12, 2020							
State of Montana except										
Great Falls	92,168	N/A	N/A	209	0.2%	\$4,917.85	\$23.53	\$53.36	46,845	50.83%
Summer About Dam Time	weather.com mobile		June 1 - July 15, 2020							
Billings, Butte, Kalispell,										
Missoula	600,041	N/A	N/A	1,455	0.2%	\$7,500.00	\$5.15	\$12.50	N/A	N/A
Summer About Dam Time	weather.com		June 1 - July 15, 2020							

Billings, Butte, Kalispell, Missoula	600,042	N/A	N/A	1,015	0.2%	\$8,700.00	\$8.57	\$14.50	N/A	N/A
Summer About Dam Time	ConnectedTV	June 1 - July 12, 2020								
Billings, Bozeman, Butte, Kalispell, Missoula	148,631	N/A	N/A	1,315	0.9%	\$3,506.85	\$2.67	\$23.59	90,942	61.19%
Rock Climber	Banner Ads	Aug 20 - Oct 18, 2020								
Salt Lake City, UT	1,109,982	N/A	N/A	1,234	0.1%	\$5,083.72	\$4.12	\$4.58	N/A	N/A
Bismarck, ND	164,247	N/A	N/A	159	0.1%	\$752.25	\$4.73	\$4.58	N/A	N/A
Rapid City, SD	136,594	N/A	N/A	135	0.1%	\$625.60	\$4.63	\$4.58	N/A	N/A
Coeur d'Alene, ID	95,131	N/A	N/A	129	0.1%	\$435.70	\$3.38	\$4.58	N/A	N/A
Casper, WY	80,626	N/A	N/A	106	0.1%	\$369.27	\$3.48	\$4.58	N/A	N/A
MISC	43,960	N/A	N/A	127	0.3%	\$201.34	\$1.59	\$4.58	N/A	N/A
Williston, ND	24,434	N/A	N/A	159	0.7%	\$111.91	\$0.70	\$4.58	N/A	N/A
Totals	1,654,974			2,049	0.1%	\$7,580.96	\$3.70	\$4.58		
SAFETY Distance Right Dam Here/ Pretty Dam	Banner Ads	Oct 20 - Dec 30, 2020								
Denver, CO	842,065	N/A	N/A	1,147	0.1%	\$4,185.06	\$3.65	\$4.97	N/A	N/A
Salt Lake City, UT	525,528	N/A	N/A	1,124	0.2%	\$2,611.87	\$2.32	\$4.97	N/A	N/A
Spokane, WA	191,183	N/A	N/A	409	0.2%	\$950.18	\$2.32	\$4.97	N/A	N/A
Boise, ID	134,267	N/A	N/A	194	0.1%	\$667.31	\$3.44	\$4.97	N/A	N/A
Coeur d'Alene, ID	116,196	N/A	N/A	546	0.5%	\$577.49	\$1.06	\$4.97	N/A	N/A
Bismarck, ND	77,322	N/A	N/A	117	0.2%	\$384.29	\$3.28	\$4.97	N/A	N/A
Rapid City, SD	59,936	N/A	N/A	82	0.1%	\$297.88	\$3.63	\$4.97	N/A	N/A
Casper, WY	42,947	N/A	N/A	65	0.2%	\$213.45	\$3.28	\$4.97	N/A	N/A
Williston, ND	21,974	N/A	N/A	39	0.2%	\$109.21	\$2.80	\$4.97	N/A	N/A
MISC	221	N/A	N/A	9	4.1%	\$1.10	\$0.12	\$4.97	N/A	N/A
Totals	2,011,639			3,732	0.2%	\$10,000.00	\$2.68	\$4.97		
SAFETY? Best Dam Town	Audio Ads	Aug 20 - Oct 18, 2020								
Bismarck, Casper, Couer D'Alene, Rapid City, Salt Lake City & Williston.	628,010	N/A	N/A	318	0.1%	\$11,265.42	\$35.43	\$17.94	N/A	N/A
SAFETY & SAFETY Winter	Audio Ads	Oct 6 - Dec 30								

Bismarck, Boise, Casper, Couer D'Alene, Denver, Rapid City, Salt Lake City, Spokane, & Williston.	1,453,704	N/A	N/A	309	0.0%	\$20,000.00	\$64.72	\$13.76	N/A	N/A
SAFETY Absence	Audio Ads	Nov 1 - Dec 30, 2020								
Southern Alberta and Southern Saskatchewan	711,665	N/A	N/A	235	0.0%	\$8,000.00	\$34.04	\$11.24	N/A	N/A
SAFETY? About Dam Time	YouTube	Aug 20 - Oct 18, 2020								
Bismarck, Casper, Couer D'Alene, Rapid City, Salt Lake City & Williston.	737,897	N/A	N/A	259	0.0%	\$9,999.87	\$38.61	\$13.55	209,043	28.33%
SAFETY About Dam Time	ConnectedTV	Aug 20 - Oct 30, 2020								
Salt Lake City, UT	1,049,747	N/A	N/A	935	0.1%	\$12,754.43	\$13.64	\$12.15		
Bismarck, ND	148,789	N/A	N/A	156	0.1%	\$1,807.79	\$11.59	\$12.15		
Rapid City, SD	119,532	N/A	N/A	143	0.1%	\$1,452.31	\$10.16	\$12.15		
Coeur d'Alene, ID	99,424	N/A	N/A	96	0.1%	\$1,208.00	\$12.58	\$12.15		
Williston, ND	97,363	N/A	N/A	249	0.3%	\$1,182.96	\$4.75	\$12.15		
Casper, WY	81,908	N/A	N/A	81	0.1%	\$995.18	\$12.29	\$12.15		
MISC	50,532	N/A	N/A	205	0.4%	\$613.96	\$2.99	\$12.15		
Totals	1,647,295			1,865	0.1%	\$20,017.97	\$10.73	\$12.15	1,220,884	74.11%
SAFETY About Dam Time Revised	ConnectedTV	Oct 20 - Dec 30, 2020								
Salt Lake City, UT	116,667	N/A	N/A	0		\$4,481.18		\$38.41		
Boise, ID	98,845	N/A	N/A	0		\$3,796.64		\$38.41		
Spokane, WA	40,721	N/A	N/A	0		\$1,564.09		\$38.41		
Coeur d'Alene, ID	30,511	N/A	N/A	0		\$1,171.93		\$38.41		
Denver, CO	29,879	N/A	N/A	0		\$1,147.65		\$38.41		
Williston, ND	19,650	N/A	N/A	0		\$754.76		\$38.41		
Bismarck, ND	9,573	N/A	N/A	0		\$367.70		\$38.41		
Rapid City, SD	9,204	N/A	N/A	0		\$353.53		\$38.41		
Casper, WY	9,125	N/A	N/A	0		\$350.49		\$38.41		
MISC	302	N/A	N/A	0		\$11.60		\$38.41		
Totals	364,477			0		\$14,000.00	\$0.00	\$38.41	355,877	97.64%
SAFETY Rock Climber	SnapChat	Sept 1 - Oct 18, 2020								

<div> <div>Agenda #26.</div> </div>									
Salt Lake City, UT	532,056	N/A	N/A	3856	0.7%	\$3,907.81	\$1.01	\$7.34	
Bismarck & Williston, ND	144,534	N/A	N/A	987	0.7%	\$1,061.18	\$1.08	\$7.34	
MISC	84,059	N/A	N/A	533	0.6%	\$617.41	\$1.16	\$7.34	
Coeur d'Alene, ID	81,260	N/A	N/A	488	0.6%	\$596.85	\$1.22	\$7.34	
Casper, WY	81,141	N/A	N/A	581	0.7%	\$595.98	\$1.03	\$7.34	
Rapid City, SD	61,468	N/A	N/A	460	0.7%	\$451.48	\$0.98	\$7.34	
Totals	984,518			6,905	0.7%	\$7,230.71	\$1.05	\$7.34	N/A N/A
SAFETY Distance Right Dam Here/ Pretty Dam	SnapChat	Oct 17 - Dec 30, 2020							
Salt Lake City, UT	898,524	N/A	N/A	6311	0.7%	\$4,779.07	\$0.76	\$5.32	
Denver, CO	720,608	N/A	N/A	4,218	0.6%	\$3,830.04	\$0.91	\$5.32	
Coeur d'Alene, ID	105,148	N/A	N/A	776	0.7%	\$558.87	\$0.72	\$5.32	
Spokane, WA	48,939	N/A	N/A	291	0.6%	\$260.12	\$0.89	\$5.32	
Boise, ID	47,138	N/A	N/A	475	1.0%	\$250.54	\$0.53	\$5.32	
Bismarck & Williston, ND	26,102	N/A	N/A	281	1.1%	\$138.74	\$0.49	\$5.32	
Rapid City, SD	21,888	N/A	N/A	152	0.7%	\$116.34	\$0.77	\$5.32	
Casper, WY	12,469	N/A	N/A	98	0.8%	\$66.28	\$0.68	\$5.32	
Totals	1,880,816			12,602	0.7%	\$10,000.00	\$0.79	\$5.32	N/A N/A
SAFETY Dam are you Missed/ O"fish"ally missing	SnapChat	Oct 17 - Dec 30, 2020							
Canada	1,809,992	N/A	N/A	13,489	0.7%	\$8,000.00	\$0.59	\$4.42	
Search Terms	SEM	Feb 1 - Mar 31, 2021							
California	35,779			2,245	6.3%	\$2,379.37	\$1.06	\$66.50	
Texas	32,105			1,994	6.2%	\$2,171.18	\$1.09	\$67.63	
Alberta & Saskatchewan,	6,785			558	8.2%	\$640.76	\$1.15	\$94.44	
Chicago, IL	4,182			157	3.8%	\$188.07	\$1.20	\$44.97	
Seattle & Spokane, WA	2,938			76	2.6%	\$91.13	\$1.20	\$31.02	
Minneapolis, MN	2,576			114	4.4%	\$125.71	\$1.10	\$48.80	
Boise & Coeur D'Alene, ID	2,501			71	2.8%	\$75.14	\$1.06	\$30.04	
Denver, CO	2,319			87	3.8%	\$95.85	\$1.10	\$41.33	
Salt Lake City, UT	1,420			131	9.2%	\$138.15	\$1.05	\$97.29	
Bismarck & Williston, ND	1,356			32	2.4%	\$51.32	\$1.60	\$37.85	
Rapid City, SD	636			24	3.8%	\$26.85	\$1.12	\$42.22	
Casper, WY	349			18	5.2%	\$22.47	\$1.25	\$64.38	
Totals	92,946			5,507	5.9%	\$6,006.00	\$1.09	\$64.62	N/A N/A
Spring/Summer "About Dam Time"	ConnectedTV	March 1 - 31, 2021							
Chicago, IL	77,661			95		\$2,227.57		\$28.68	

Seattle, WA	39,631	35	\$1,135.14	\$28.64			
Minneapolis, MN	35,605	29	\$1,017.35	\$28.57			
Denver, CO	27,799	20	\$795.22	\$28.61			
Rapid City, SD	15,818	0	\$450.68	\$28.49			
Salt Lake City, UT	12,392	20	\$354.82	\$28.63			
Bismarck & Williston, ND	11,227	3	\$321.41	\$28.63			
Boise & Coeur d'Alene, ID	7,409	6	\$211.83	\$28.59			
Spokane, WA	5,931	5	\$169.90	\$28.65			
Casper, WY	2,515	0	\$71.44	\$28.41			
Totals	235,988	213	\$6,755.36	\$31.72	\$28.63	226,054	95.79%

Right in the Dam Middle	Search Retargeting	March 10 - 31, 2021					
Chicago, IL	41,277	55	0.1%				
Denver, CO	21,228	41	0.2%				
Minneapolis, MN	21,154	23	0.1%				
Salt Lake City, UT	13,593	16	0.1%				
Seattle, WA	13,341	19	0.1%				
Spokane, WA	8,931	7	0.1%				
Boise & Coeur d'Alene, ID	7,417	8	0.1%				
Bismarck & Williston, ND	3,867	9	0.2%				
Rapid City, SD	2,821	3	0.1%				
Casper, WY	1,914	4	0.2%				
Totals	135,543	185	0.1%	\$1,667.00	\$9.01	\$12.30	

Hang Around our Dam Town	SnapChat	March 10 - 31, 2021					
Denver, CO							
Boise & Coeur d'Alene, ID							
Chicago, IL							
Bismarck & Williston, ND							
Minneapolis, MN							
Casper, WY							
Spokane, WA							
Seattle, WA							
Rapid City, SD							
Salt Lake City, UT							
Totals	434,665	636	0.1%	\$2,500.00	\$3.93	\$5.75	

Right in the Dam Middle	Expedia	March 15 - 31, 2021					
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Chicago, IL	106,601	32		\$924.80	\$28.90	\$8.68
Denver, CO	38,080	9		\$361.65	\$40.18	\$9.50
Seattle, WA	37,606	12		\$335.85	\$27.99	\$8.93
Minneapolis, MN	34,796	13		\$312.36	\$24.03	\$8.98
Salt Lake City, UT	19,378	10		\$178.99	\$17.90	\$9.24
Spokane, WA	6,910	4		\$66.26	\$16.57	\$9.59
Boise & Coeur d'Alene, ID	6,296	5		\$61.69	\$12.34	\$9.80
Bismarck & Williston, ND	2,154	1		\$22.01	\$22.01	\$10.22
Rapid City, SD	1,589	1		\$16.02	\$16.02	\$10.08
Casper, WY	1,200	0		\$11.93		\$9.94
Totals	254,610	87	0.0%	\$2,291.56	\$26.34	\$9.00
Epic Dam Views	Site Conquesting	March 15 - 31, 2021				
Texas	47,128	49		\$294.67	\$6.01	\$6.25
California	35,058	33		\$219.41	\$6.65	\$6.26
Chicago, IL	28,793	29		\$179.59	\$6.19	\$6.24
Seattle, WA	20,916	24		\$131.65	\$5.49	\$6.29
Alberta & Saskatchewan	17,324	18		\$109.20	\$6.07	\$6.30
Denver, CO	14,669	15		\$92.09	\$6.14	\$6.28
Minneapolis, MN	14,350	7		\$90.43	\$12.92	\$6.30
Salt Lake City, UT	9,386	9		\$59.15	\$6.57	\$6.30
Spokane, WA	2,501	4		\$15.67	\$3.92	\$6.27
Boise & Coeur d'Alene, ID	2,410	3		\$15.20	\$5.07	\$6.31
Rapid City, SD	909	1		\$5.66	\$5.66	\$6.23
Bismarck & Williston, ND	902			\$5.68		\$6.30
Casper, WY	310			\$1.93		\$6.23
Totals	194,656	192	0.1%	\$1,220.33	\$6.36	\$6.27



Owned Media Performance

	Facebook								Instagram						YouTube						Twitter		
	Likes		Followers		Post Reach		Engagement		Followers		Reach		Engagement		Subscribers	Views		Watch Time		Followers			
January 2021	8,889		8,901		11,547		8,275		3,540						87	1,932		15.3		56			
February 2021	9,919	11.6%	10,065	13.1%	58,000	402%	60,237	628%	3,610	2%					100	15%	2,333	21%	15.5	1%	65	16%	
March 1-7, 2021	9,969	0.5%	10,111	0.5%	92,843	60%	5,575	-91%	3,721	3%	3,122	584				111	11%	152	4.5		74		14%
March 8-14, 2021	10,008	0.4%	10,411	3.0%	124,718	34%	6,374	14%	3,743	1%	3,934	26%	605	4%	112	1%	131	-14%	4.7	4%	77	4%	
March 15-21, 2021	10,034	0.3%	10,442	0.3%	172,354	38%	4,026	-37%	3,754	0%	3,482	-11%	804	33%	113	1%	122	-7%	3.8	-19%	77	0%	
March 22-28, 2021	10,058	0.2%	10,467	0.2%	69,062	-60%	4,842	20%	3,773	1%	3,192	-8%	836	4%	114	1%	102	-16%	3.9	3%	78	1%	
March 29-April 4, 2021	10,073	0.1%	10,628	1.5%	504,290	630%	571,123	11695%	3,789	0%	2,819	-12%	630	-25%	114	0%	126	24%	4.3	10%	78	0%	
April 5-11, 2021	#####		#####				-100%		-100%		-100%		-100%		-100%		-100%		-100%		-100%		
April 12-18, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
April 19-25, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
April 26-May 2, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
May 3-9, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
May 10-16, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
May 17-23, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
May 24-30, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
May 31 - June 6, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
June 7-13, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
June 14-20, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
June 21-27, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
June 28-July 4, 2021	#####		#####		####		#####		####		####		####		####		####		####		####		
TOTAL					1,032,814		660,452				16,549		3,459				4,898		52.0				



Paid Media Landing Page Performance

	Search Enging Marketing				Facebook - WAW				SnapChat				Expedia				Facebook, SEM Retargeting				Site Conquesting				Facebook - Video, ConnectedT			
	/SEM				/WesternArtWeek				/SnapChatQ12021				/Expedia				/searching-for-adventure				/SiteConquesting				/things-to-do			
	New Users		Avg Time		New Users		Avg Time		New Users		Avg Time		New Users		Avg Time		New Users		Avg Time		New Users		Avg Time		New Users		Avg Time	
March 1-7, 2021	548		0:42		148		2:55							98		1:30								128		1:39		
March 8-14, 2021	619	13%	0:38	-10%	253	71%	3:12	10%	37		0:08			0		0:00		165	68%	0:24	-73%			134	5%	2:26	47%	
March 15-21, 2021	542	-12%	0:36	-5%	502	98%	2:53	-10%	51	38%	0:01	-88%	31		0:31		107	-35%	0:07	-71%	226		0:08		149	11%	2:21	-3%
March 22-28, 2021	504	-7%	0:38	6%	50	-90%	1:59	-31%	45	-12%	0:02	100%	28	-10%	0:27	-13%	50	-53%	0:08	14%	94	-58%	0:05	-38%	182	22%	2:08	-9%
March 29-April 4, 2021	419	-17%	0:34	-11%		-100%	-100%		57	27%	0:04	100%	23	-18%	0:08	-70%	67	34%	0:03	-63%	81	-14%	0:06	20%	148	-19%	1:57	-9%
April 5-11,2021		-100%		-100%	####		####			-100%		-100%		-100%		-100%		-100%		-100%		-100%		-100%		-100%		-100%
April 12-18, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
April 19-25, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
April 26-May 2, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
May 3-9, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
May 10-16, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
May 17-23, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
May 24-30, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
May 31 - June 6, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
June 7-13, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
June 14-20, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
June 21-27, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
June 28-July 4, 2021	####		####		####		####		####		####		#DIV/0!		####		####		####		####		####		####		####	
TOTAL	2,632				953				190				82				487				401				741			



Website Top 5

	Locations	Users	Referral Sources	Users	Pages	Unique Pageviews
March 1-7, 2021	Great Falls	295	Organic Search	1,421	SEM	588
	Chicago	227	Social	1,038	Home	453
	Salt Lake City	179	Paid Search	619	Western Art Week	240
	Not Set	133	Direct	309	Things to do	258
	Denver	120	Referral Sources	66	The Falls	192
March 8-14, 2021	Great Falls	343	Organic Search	1,616	Western Art Week	409
	Not Set	258	Social	1,542	SEM	661
	Chicago	225	Paid Search	696	Home	486
	Salt Lake City	175	Direct	451	Things to Do	275
	Seattle	164	Display	161	Searching for Adventure	174
March 15-21, 2021	Great Falls	677	Organic Search	1,957	Western Art Week	815
	Salt Lake City	292	Social	1,173	SEM	568
	Not Set	264	Direct	644	Things to do	470
	Chicago	228	Paid Search	623	Montana Heritage Show	281
	Denver	180	Referral Sources	270	Siteconquesting	230
March 22-28, 2021	Great Falls	278	Organic Search	1,540	Home	594
	Chicago	222	Social	694	SEM	535
	Not Set	167	Paid Search	591	Things to do	321
	Salt Lake City	141	Direct	386	About Great Falls/The Falls	201
	Seattle	120	Referral Sources	112	Events	148
March 29-April 4, 2021	Great Falls	328	Organic Search	1,440	Home	492
	Chicago	239	Social	788	SEM	445
	Not Set	175	Paid Search	506	Things to do	297
	Salt Lake City	154	Direct	358	Events	149
	Seattle	148	Referral Sources	105	About Great Falls/The Falls	161

April 5-11, 2021

April 12-18, 2021

April 19-25, 2021

April 26-May 2, 2021



Website Metrics

	New Users		Avg Session		Pageviews	
March 1-7, 2021	3,273		1:28		28,515	
March 8-14, 2021	4,318	32%	1:21	-8%	35,675	25%
March 15-21, 2021	4,514	5%	1:20	-1%	38,487	8%
March 22-28, 2021	3,204	-29%	1:20	0%	26,610	-31%
March 29-April 4, 2021	3,132	-2%	1:11	-11%	25,013	-6%
April 5-11, 2021		-100%		-100%		-100%
April 12-18, 2021	####		####		####	
April 19-25, 2021	####		####		####	
April 26-May 2, 2021	####		####		####	
May 3-9, 2021	####		####		####	
May 10-16, 2021	####		####		####	
May 17-23, 2021	####		####		####	
May 24-30, 2021	####		####		####	
May 31 - June 6, 2021	####		####		####	
June 7-13, 2021	####		####		####	
June 14-20, 2021	####		####		####	
June 21-27, 2021	####		####		####	
June 28-July 4, 2021	####		####		####	
TOTAL					154,300	



Attachment 7



Industry Recovery, Innovation and Sustainability

February 12th, 2020

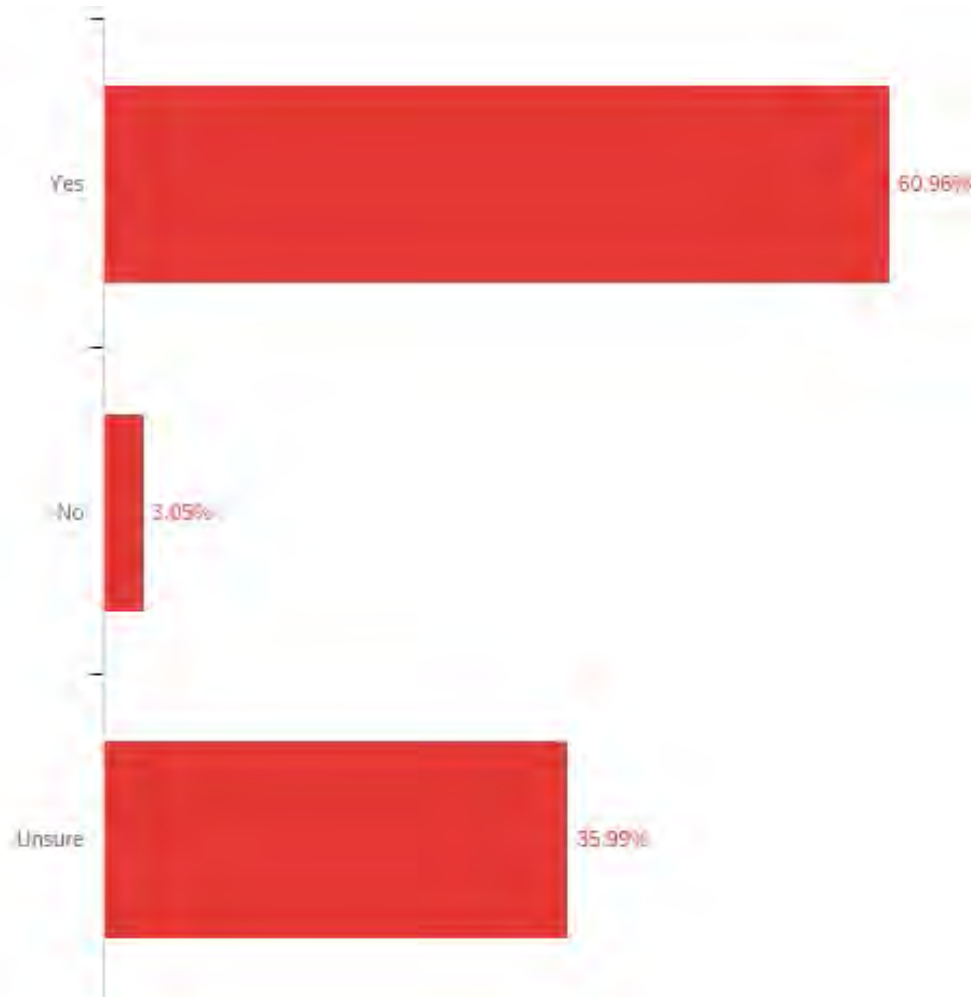
INDUSTRY RECOVERY

When do you anticipate holding your next face-to-face event?



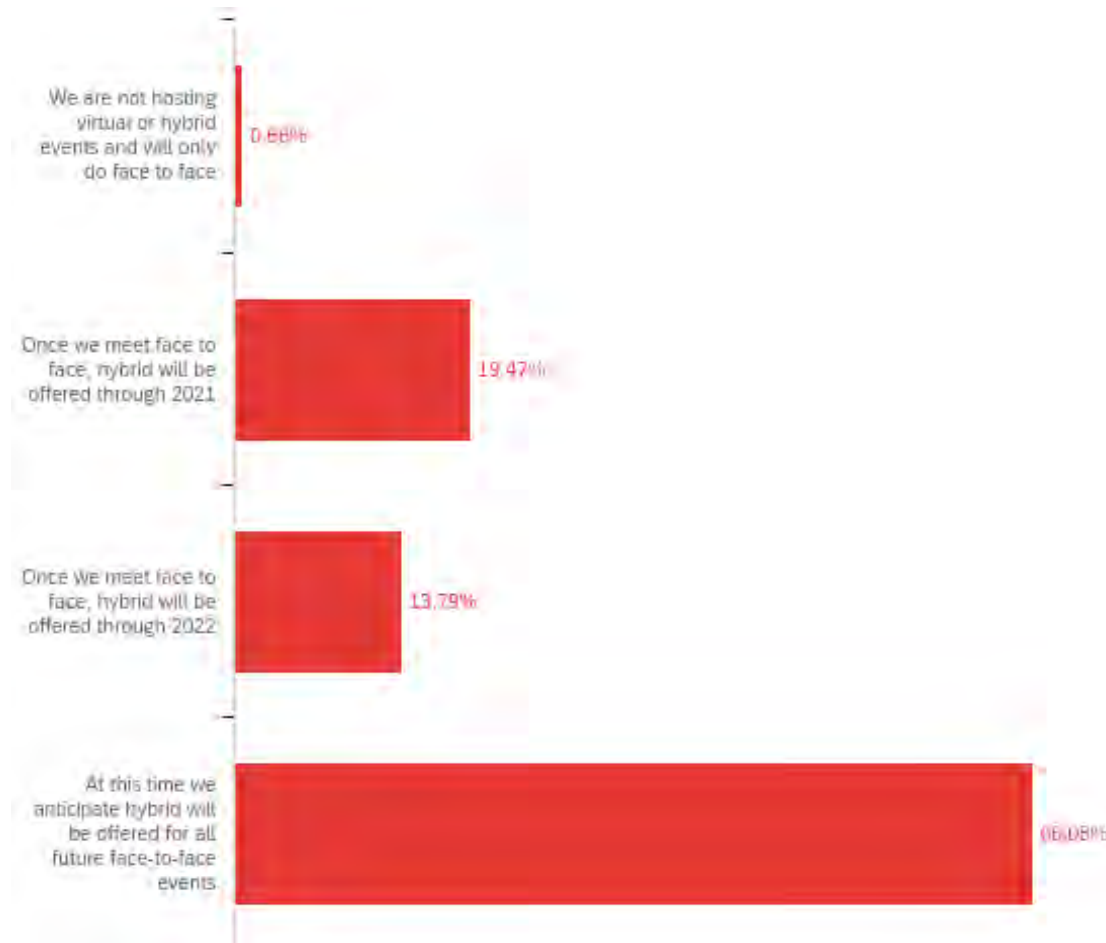
INDUSTRY RECOVERY

Will the future of your face-to-events offer a hybrid component?



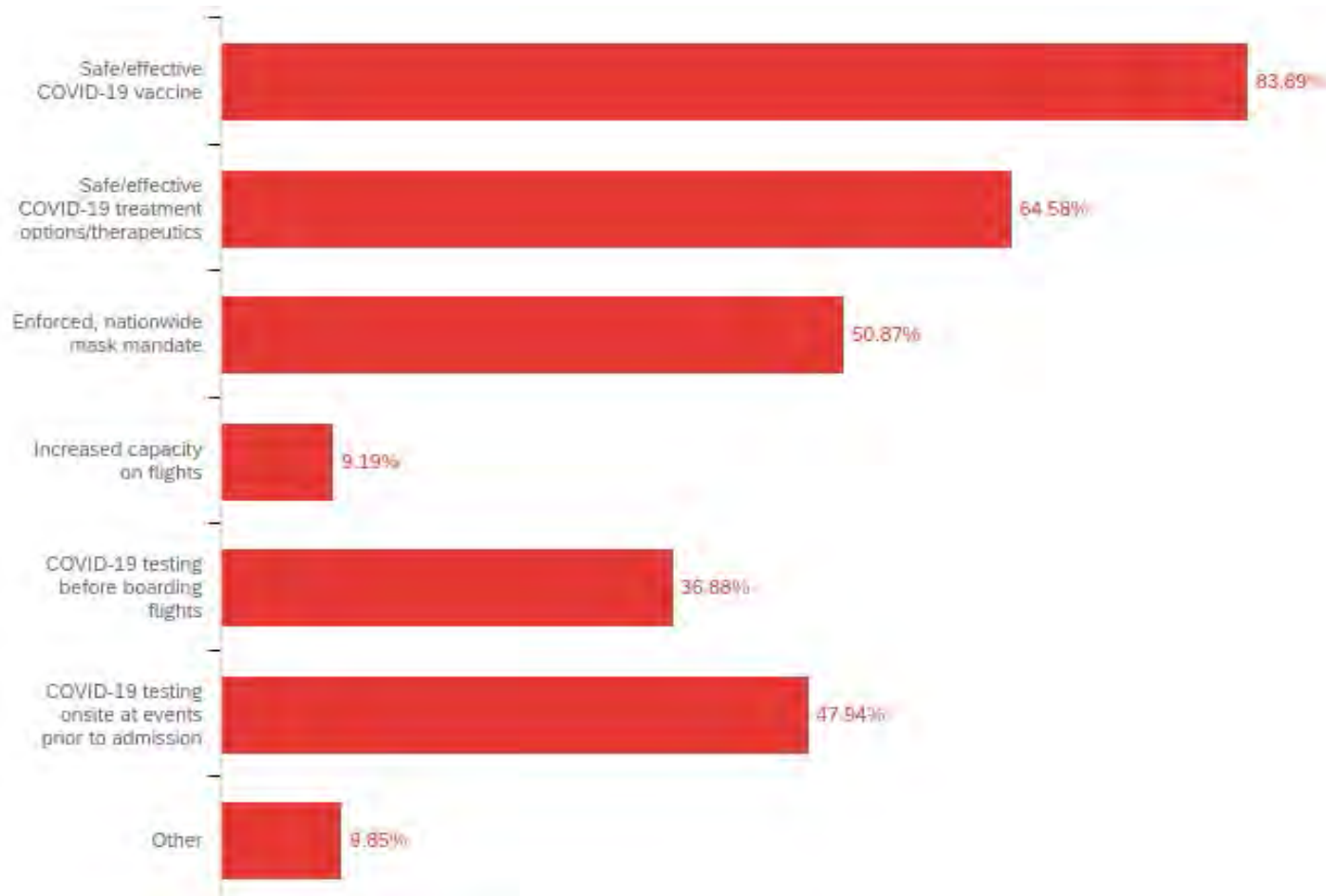
INDUSTRY RECOVERY

How long do you anticipate hosting hybrid events?



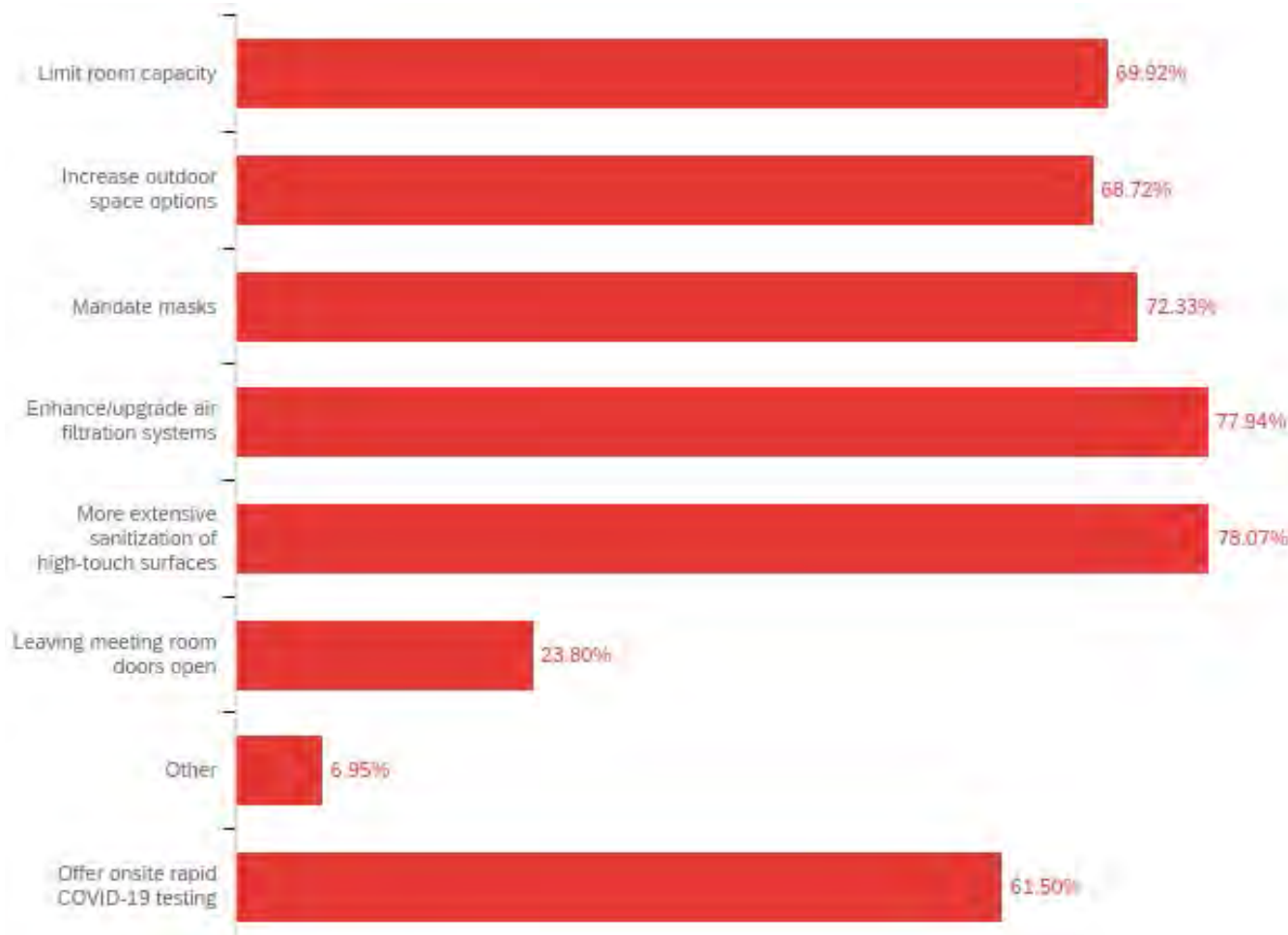
INDUSTRY RECOVERY

What do you believe is necessary to meet face-to-face again?
(Select all that apply)



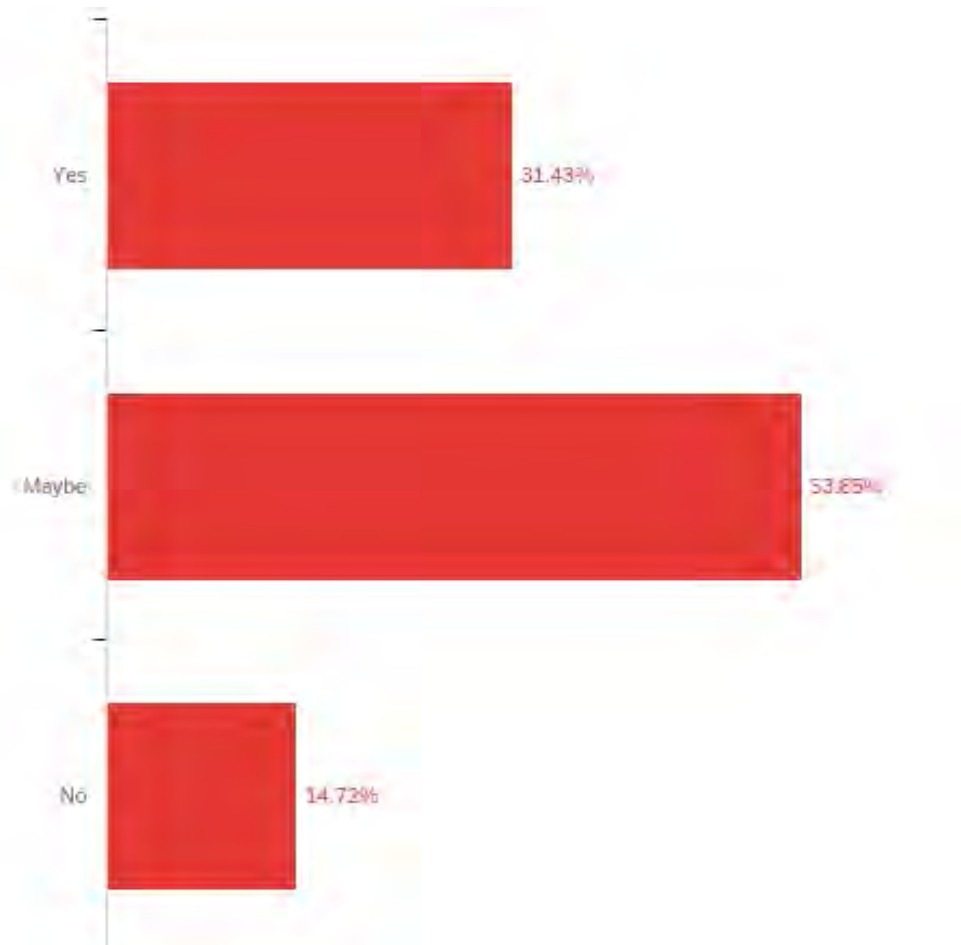
INDUSTRY RECOVERY

What specifically can venues do to increase your comfort level and that of your stakeholders? (Select all that apply)



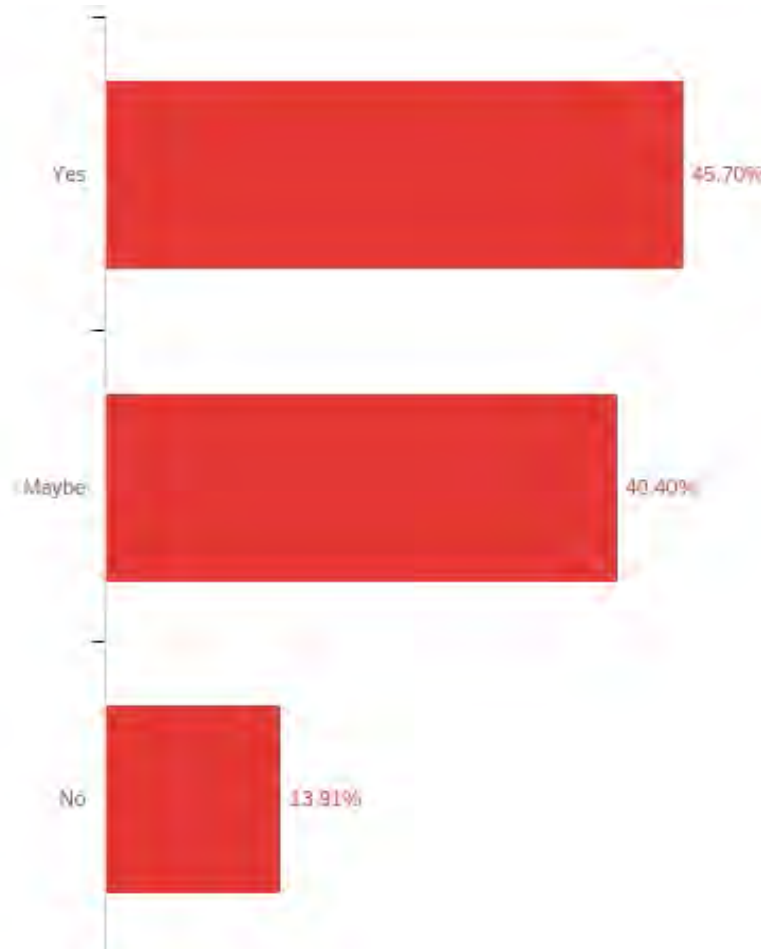
INDUSTRY RECOVERY

Will you be increasing your budget to account for health and safety protocols?



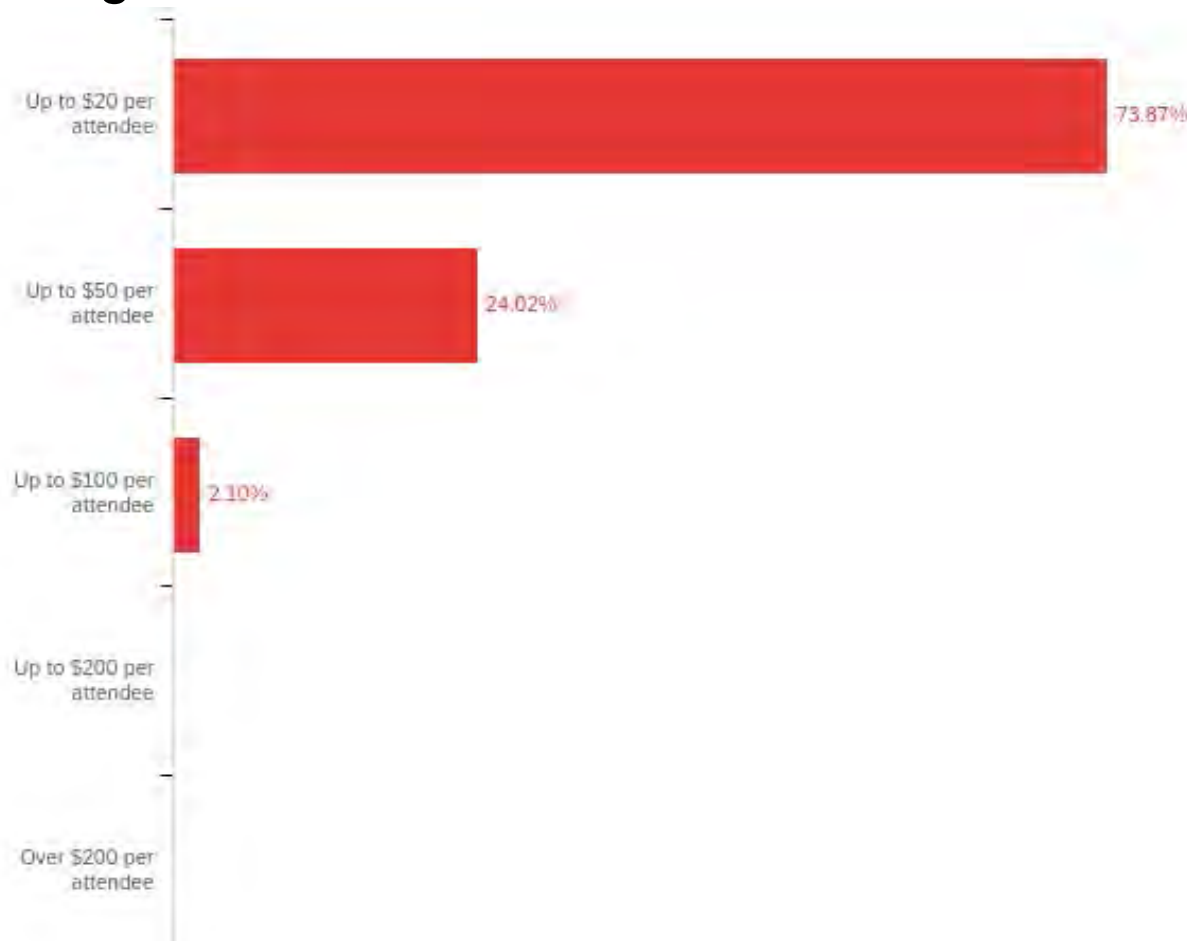
INDUSTRY RECOVERY

Does it provide value in your venue selection if a property offers onsite rapid COVID testing?

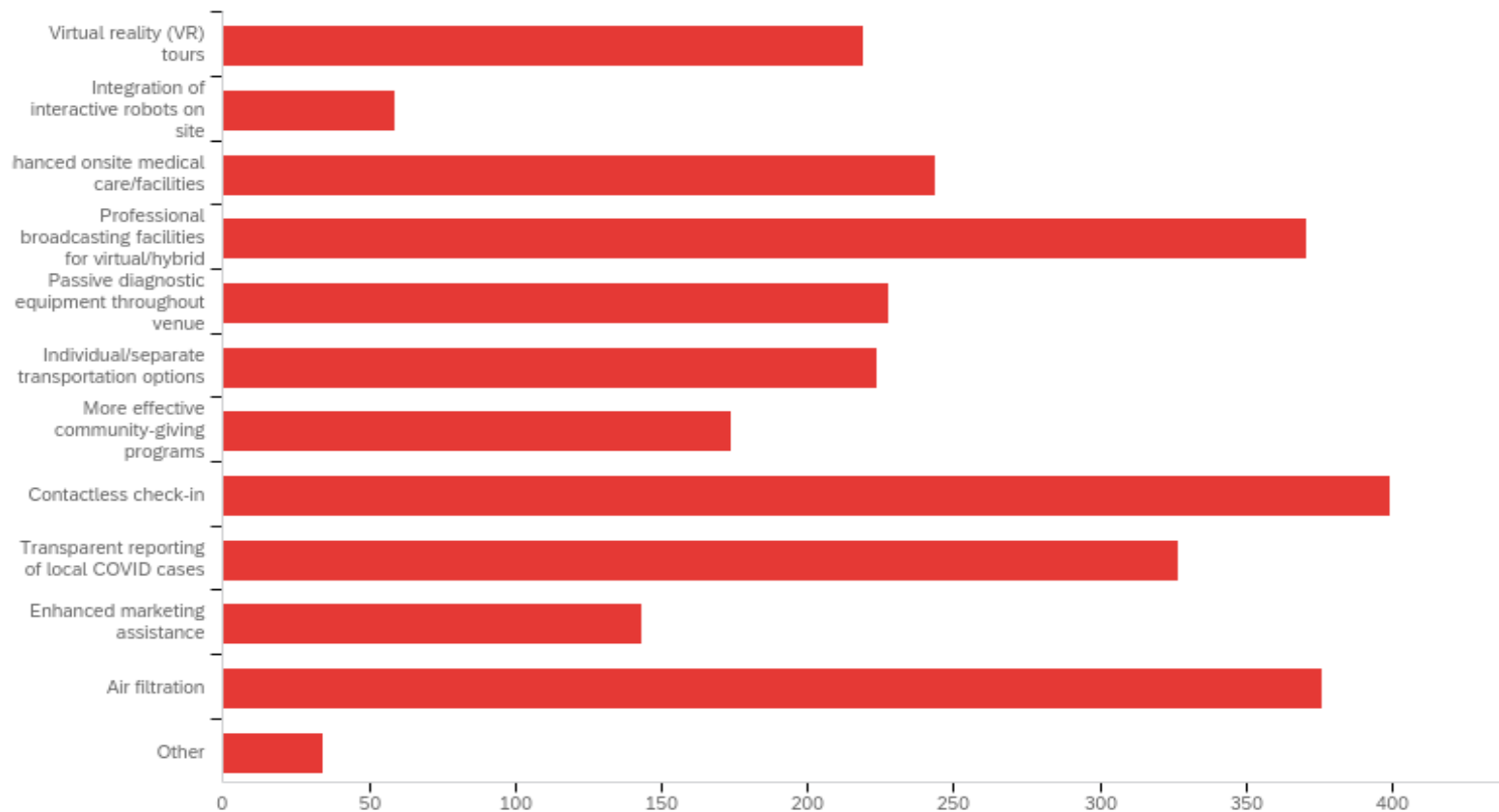


INDUSTRY RECOVERY

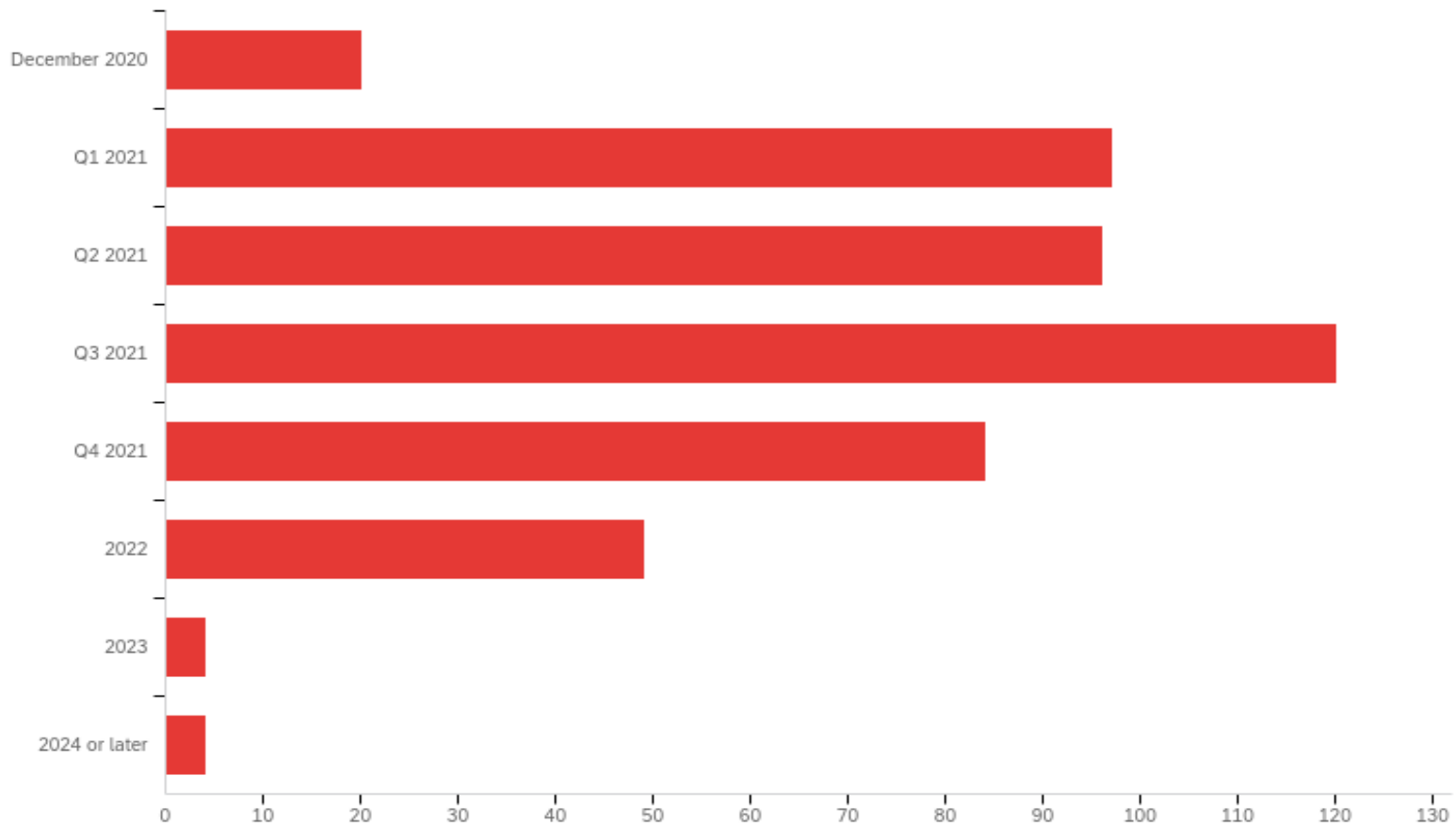
What would you be willing to pay to offer onsite rapid COVID testing?



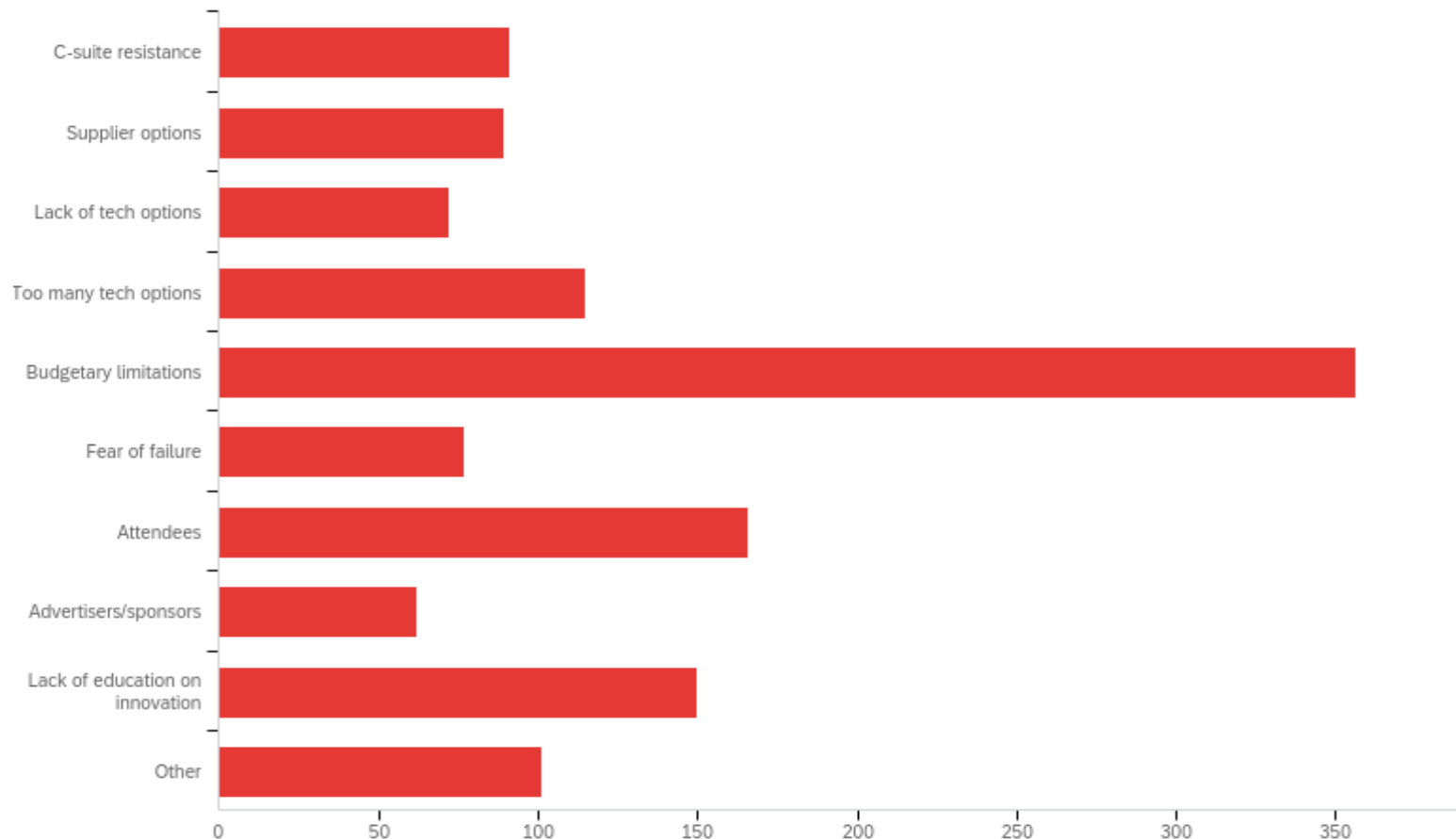
What types of innovation do you want to see from suppliers as the pandemic continues? (Select all that apply)



When do you next intend to incorporate what you deem to be a major innovation into your meetings/events?

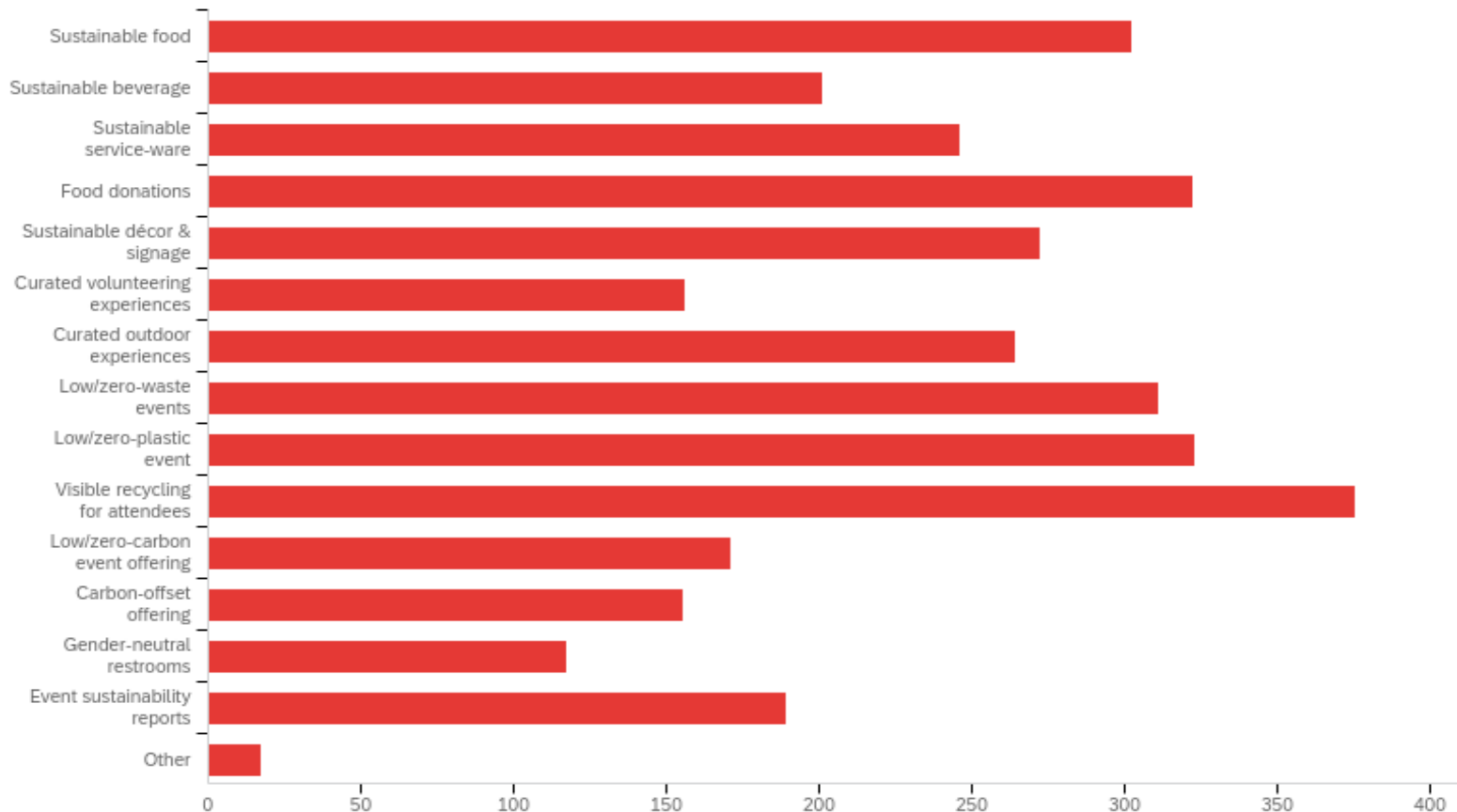


Which of the following elements are preventing you from innovating? (Select all that apply)



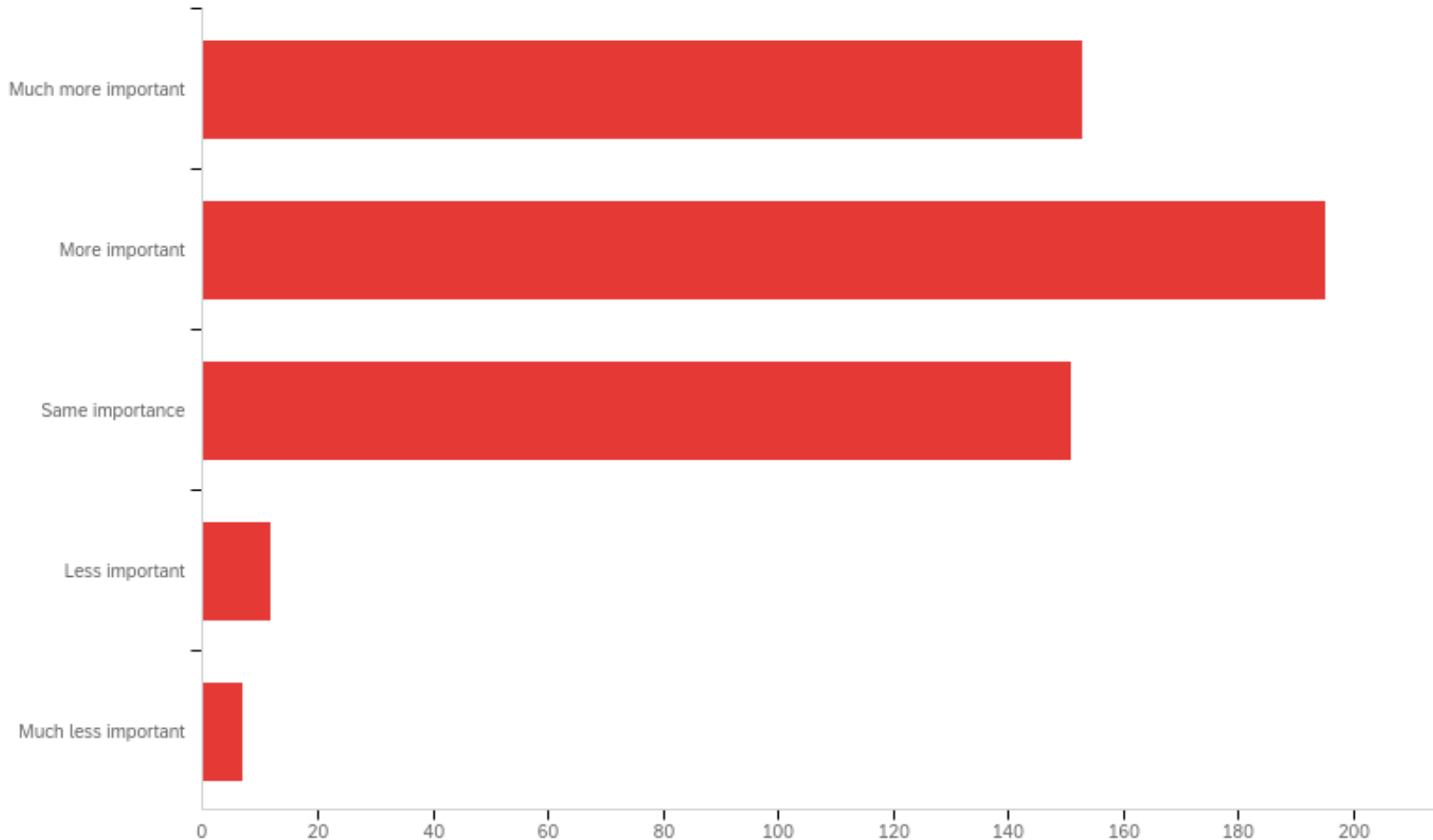
SUSTAINABILITY

What types of social impact and sustainability offerings would you most like venues to offer during the events you will host post-pandemic? (Select all that apply)



SUSTAINABILITY

When we return to live events, how important will social impact and sustainability elements be for the events you plan?



What can venues do to be a leader in bringing meetings back?

- Have a plan and articulate what's being done to ensure safety, security and communication with guests/attendees
- Accurate numbers on impact of CV-19 on the destination and sustainable efforts by business community to combat the crisis
- Introduce new technologies like contactless check in to complement increased sanitation across F&B, public spaces, meeting rooms, hand sanitation stations, etc
- Social distancing norms (F&B redesigns, excursion changes and contingency plans)
- Available testing and medical facilities/resources in market
- Flexibility, open for business, booking incentives offered
- Hybrid - Ability to support virtual meetings alongside face-to-face

What is the data telling us?

- Prepare for a busy second half of 2021
- Hybrid is not likely going away – Build that studio!
- Increased sanitation across F&B, public spaces, meeting rooms, hand sanitation stations, etc
- Large-scale global sustainability trends will lead to more sustainable meeting requests
- Available testing and medical facilities/resources in market
- The past 11 months have proven the value of live entertainment and face-to-face meetings. Patience will continue to be your most valuable asset



Attachment 8

July 2016

2015	Growth	2014	2013
1922	0%	2084	2497

Volunteer Hours	3.5	0	7	21	11	11	11	14	3.5	7	21	21	11	11	11	3.5	7	21	21	11	7	7	3.5	7	14	18	11	14	7	3.5	7	322	
Hours Open	9	6	6	9	9	9	9	9	6	6	9	9	9	9	9	6	6	9	9	9	9	9	6	6	9	9	9	9	9	6	6	249	
Total Visitors	62	53	56	44	64	53	58	65	54	63	59	56	71	102	94	63	70	88	63	64	24	51	39	46	83	92	43	66	66	45	60	1917	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
Great Falls	17	2	4	8	14	8	14	2	1	9	9	11	11	6	27	10	4	10	10	8	1	3	5	2	6	10	5	7	22	10		256	13%
Alabama	2	2	5																		1							1				11	1%
Alaska	2	1																2														5	0%
Alberta	20	14	9	12	14	10	4	6	15	7	6	10	16	7		3	8	5	6	11	2	22	4	8	15	17	11	8	9	12	21	312	16%
Argentina																																	0%
Arizona		2			12	7	2	4	4	2	2			8	6	2	10	4	4	5		1	2		7	1			2	6		93	5%
Arkansas		2												2																		4	0%
Australia									2			2						2				2			2						2	12	1%
Austria																																	0%
Belgium	2												1	1																		4	0%
British Columbia				2							5							4										4		2	4	21	1%
California	2	8	1			2	2	6	3				6	8	3	4	1	6	2	3	3	2	4			2	4	5	4		2	83	4%
China										1											3											4	0%
Colorado	6	2			2			2				2				4				1					2					2	23	1%	
Connecticut								2															2	2	2			2				10	1%
Czech Republic																																	0%
Delaware																																	0%
Denmark							4																									4	0%
England									5		2	2		6			2		4													21	1%
Finland									1																							1	0%
Florida	2	4	3	4		4	2	4	2	2		2	6	4			2		4	7	3				4		8		3			70	4%
France						2										2									12		2	2				22	1%
Georgia					2			2						6	1								2					1			2	16	1%
Germany															4				2												1	7	0%
Hawaii																		1								2						3	0%
Idaho		2		2	1			2	2		4	2	1	2						2						2	1	3				26	1%
Illinois			2			2	3				4	2	2	2		4		3						5				2		2		33	2%
Indiana															2								4					2			2	10	1%
Iowa							4									2				2						3	2				2	15	1%
Ireland																																	0%
Israel					3								2																			5	0%
Italy																																	0%
Japan																																	0%
Kansas							2									2								1		3						8	0%
Kentucky								3									10	1	2						2							18	1%
Louisiana				2			1						2						2													7	0%
Maine																																	0%
Manitoba			2						2			2																	2	2		10	1%
Maryland							2						2	2		3								6		2						17	1%
Massachusetts			2												2	2								1								7	0%
Mexico			2																													2	0%
Michigan		2					2					3						4				2		4		2				1		20	1%
Minnesota				4				2	4		2		2					1		4								2			2	25	1%
Mississippi													18	2					2			2										24	1%
Missouri										2	2					2		4							3	2			2			17	1%
Montana	2	2	2	2	4		3	4	2	1	8	1		2	11	3	5	6		2	2	6	9		8	5		8	6	2	106	6%	
Nebraska										11										2												13	1%

August 2016

2015	Growth
1622	3%

2014	2013
2084	2757

All Canadian	% of Total
323	19%

Volunteer Hours	7	18	11	13	11	3.5	7	14	18	11	14	11	3.5	7	14	14	11	11	3.5	3.5	0	21	14	11	14	11	3.5	7	14	14	11	321	
Hours Open	9	9	9	9	9	6	6	9	9	9	9	9	6	6	9	9	9	9	9	6	6	9	9	9	9	9	6	6	9	9	9	255	
Total Visitors	68	46	48	73	46	44	51	74	67	57	49	59	62	55	78	39	47	55	46	46	49	52	53	53	73	51	44	23	66	39	61	1674	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
Great Falls	8	1	7	17	4	15		5	7	15	4	4	1	12	15	1	4	9		4	1	2		1	4	6		15	7	7	176	11%	
Alabama				2																										3	5	0%	
Alaska									1			2										2			2		2				9	1%	
Alberta	10	6		14	9	2	18	11	6	18	5	7	17	7	15	9	9	8	15	15	10	4	11	8	14	3	7		5	8	6	277	17%
Argentina	2	2	2	2		2	2		2																						14	1%	
Arizona	4		3			2	4				4			5		2		2		2	6	2	2	1					4		43	3%	
Arkansas					6			1							6		2														15	1%	
Australia				2				1			2	2					2	2					1		2							14	1%
Austria																														4		4	0%
Belgium																					6			2							8	0%	
British Columbia		2	2				2	7				8	2										2		4				3	2	2	34	2%
California	2		1	4			8	6	4	3	2	4	4	8	4	2		2	2	2		4	1	2	5		2			4	76	5%	
China																																	0%
Colorado	4	3		5		1	5	4	3	2							5		2	4	2		2	2		12	2		2		60	4%	
Connecticut					2																					2					4	0%	
Czech Republic																																0%	
Delaware																	1														1	0%	
Denmark							2								2								2								6	0%	
England					3																	2									2	7	0%
Finland																																	0%
Florida	2		2	6	1					2		2			4		2	6				2		4	2	4			2	2		43	3%
France															2							6							5			13	1%
Georgia				2			5					2	2				4						2								2	19	1%
Germany		1		2								2												2					2	2	2	13	1%
Hawaii																			3												3	0%	
Idaho									2		2						2									4	2					12	1%
Illinois	2	2			2			3				2	2					2	2			2		1		4		2	3		2	31	2%
Indiana					1												2	2					1	1	3			4				14	1%
Iowa												2								4		2			2						4	14	1%
Ireland																															4	4	0%
Israel									2																							2	0%
Italy								8																								8	0%
Japan																													1			1	0%
Kansas					1		2				4							2		2								2	2	2		18	1%
Kentucky	2																2					2									6	0%	
Louisiana		3																										3				6	0%
Maine																								2								2	0%
Manitoba																																	0%
Maryland			2							2											2											6	0%
Massachusetts	2										4	1						2		3										2	1	15	1%
Mexico																																	0%
Michigan		5									5	2					2						7						2	1		24	1%
Minnesota			2		1	2	2					2		4	2				2	2	2	6			12	2	2		10	1	2	56	3%
Mississippi														1	3									2								6	0%
Missouri										3				4		2		2						2					2			15	1%
Montana	14	2	2	2	4			3	6	6	2		2		6		2		3		2	7	3	4	6	1	6	2		2	87	5%	
Nebraska						2																	2		2							6	0%
Netherlands						2						2							2				2									8	0%
Nevada		2			4	2								2			2			2	2			2						1		19	1%
New Brunswick																								2		8	2					12	1%
New Hampshire													4																			4	0%
New Jersey				4																										2		6	0%
New Mexico			2								2								4		2											10	1%
New York		4	2					6		2				3	2	2	3						2								2	28	2%
New Zealand		3							4							1																8	0%
Newfoundland and Labrador																																	0%
North Carolina	5		2									1			3		2					1	2									16	1%
North Dakota	2										1											2					12					17	1%
Northwest Territories																																	

[illegible]

April 2017

April 2017	2016							Growth		2015				2014		All Canadian				% of Total											
	300							-5%		414				428		93				33%											
Volunteer Hours	2.5	0	5	15	5	2.5	5	2.5	0	5	15	5	7.5	5	2.5	0	7.5	13	5	7.5	2.5	2.5	0	7.5	15	5	7.5	5	2.5	0	158
Hours Open	4	4	6	6	6	6	6	4	4	6	6	6	6	6	4	4	6	6	6	6	6	4	4	6	6	6	6	6	4	4	160
Total Visitors	18	9	4	10	7	10	7	6	3	4	3	6	17	31	24	3	9	4	7	16	7	12	2	6	4	2	3	16	24	11	285
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Great Falls	5		2	4		1	3		3	1	1	2	15		3	1	4	3	2	1	1	7		6	1		3	6	12	1	88
Alabama																				3											3
Alberta	6	7		2		1	3	4				2	2	17	18		2		2	4	4			1				3	5	83	
Arizona																				1											1
Australia																											2				2
British Columbia						2																									2
California										3		1										2	2			1					9
Colorado							1					1																			2
Connecticut																						1									1
Florida																						2									2
France																			2												2
Germany		2																													2
Idaho																				2					2						4
Illinois				1										5																	6
Iowa																												1			1
Manitoba	4																														4
Minnesota																											2				2
Mississippi																				1											1
Missouri										2						2		1							1						6
Montana			1	1	7	2								7	2					1				1		1		3	1	3	30
Nevada								2																							2
New Jersey	1																			1											2
New York						1																									1
New Zealand						2																									2
Ontario						1								2														4	2		9
Oregon																				2	2										4
Pennsylvania	2		1												1																4
Saskatchewan																											1	3			4
Texas				1													3														4
Utah				1																											1
Virginia																					2										2
Washington																								1							1
Wyoming																			1								2				3

May 2017

May 2017	2016							Growth		2015			2014		All Canadian			% of Total																
	676							5%		564			936		108			15%																
Volunteer Hours	4	14	4	11	7	4	0	4	18	4	11	4	0	0	4	18	7	11	7	4	0	7	21	11	11	7	4	0	7	21	11	228		
Hours Open	9	9	9	9	9	6	6	9	9	9	9	9	6	6	9	9	9	9	9	6	6	9	9	9	9	9	6	6	9	9	9	255		
Total Visitors	7	9	9	34	11	9	8	10	32	9	29	28	19	10	18	19	3	20	32	27	26	129	27	13	30	9	30	19	17	24	43	710		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total		
Great Falls	4	2		15		1	4	4	9	2	10	10	1	4	1	2		7	4	4		6		2	7	3	4	3	7	7	1	124	17%	
Alberta		2	2	12	2	2	3			2		5	2	1	4	2		1	8	10	19	5	2			1	10					95	13%	
Arizona		2									1				2	2		4				4										15	2%	
Australia												6											100			1						38	145	20%
Austria																									2								2	0%
British Columbia																		1		2							1	2	1			1	0%	
California							1	2	4		6							1		2			2	2		1	2	1		2		26	4%	
Colorado				1																					3							4	1%	
England															2	2				3	1	4										12	2%	
Florida			1								2													2	1								6	1%
Georgia											2												1										3	0%
Germany																									1								1	0%
Hawaii																																	1	0%
Idaho															3		1				2		1			2			2	2			12	2%
Illinois															4																1		5	1%
Indiana																																	2	0%
Iowa																2																	2	0%
Kansas																																	2	0%
Louisiana			2																														6	1%
Massachusetts																								2									2	0%
Mexico																																	2	0%
Michigan																		1															2	0%
Minnesota								2																									2	0%
Mississippi			2		2																												4	1%
Missouri																2		2							1	3							8	1%
Montana				2		3		1	1	4	1	6	5			1		2	5	1			6		1		3	9	4	1	1	57	8%	
Netherlands																						2											2	0%
Nevada				3						15										3								2					23	3%
New Hampshire																							2										2	0%
New Mexico					2																2												4	1%
North Carolina																2				1	3												6	1%
North Dakota													4													2							6	1%
Ohio												2														2							6	1%
Oklahoma																					2							7					9	1%
Ontario																																	3	0%
Oregon												2										2	2								1		7	1%
Pennsylvania											2																						2	0%
Prince Edward Island																							2										2	0%
Quebec											2								2	2											2		8	1%
Saskatchewan																															2	2	4	1%
South Dakota																					2							2					4	1%
Tennessee	2							1																							2		7	1%
Texas			2		2																										1		12	2%
Utah												2	1									1	1	1						2			8	1%
Vermont																1																	3	0%
Virginia																																	2	0%
Washington					2	2			2	2		3	3					2	1	4		2		2	1			2	2	1		31	4%	
West Virginia																														2			2	0%
Wisconsin									1																								3	0%
Wyoming				2													2			1								2				7	1%	

June 2017	2016						Growth	2015						2014		All Canadian						% of Total												
	1219						-8%	1123						1472		85						8%												
Volunteer Hours	10.5	3.5	0	0	7	21	7	10.5	7	3.5	0	7	21	7	10.5	7	3.5	0	7	21	7	10.5	7	3.5	7	7	21	7	10.5	7	242			
Hours Open	9	9	6	6	9	9	9	9	9	6	6	9	9	9	9	9	6	6	9	9	9	9	9	6	6	9	9	9	9	9	246			
Total Visitors	36	10	28	8	133	26	13	29	62	30	31	80	32	27	94	16	33	17	32	31	35	44	40	44	41	16	25	35	47	31	1126			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total			
Great Falls	10		2	1	2	4		4	5	1		2	1	5	3		4	4	4	2	9	1	10	7	2	2	2	1	13	6	107	10%		
Alabama				1															2					6							11	1%		
Alaska												10										1									11	1%		
Alberta							2	4	4	2	2		2		8	3	3		1	2		11	3		5			6	1	2	65	6%		
Arizona			2					1	1	3					2		2		3			4	3	5	4			3			33	3%		
Arkansas																											2				2	0%		
Australia	2					100				2	2	46	2			2	2			2			2				2	2				166	15%	
British Columbia					2							2	2				2					2									10	1%		
California	6						5	1				4	1	4	1		1		1	2		2	2		4	2	5		2	2	49	4%		
China																											2					2	0%	
Colorado			2					1	2	1	1				2						1		2	3			1	1				19	2%	
Connecticut												2									1											3	0%	
Delaware		1																														3	0%	
Denmark		2																												1		3	0%	
England		2	1		2														2		2											9	1%	
Florida				2				1		1				3	2	3	4			4			2	2			2		4			30	3%	
France						1							2							2										2		9	1%	
Georgia						1		2	2		1																2					6	1%	
Germany					1												1													2	7	11	1%	
Hawaii				4										3			1	3		1			10									22	2%	
Illinois																		1									5		2	2		10	1%	
Indiana																4					2		2				3					11	1%	
Iowa				1																2				1	2							6	1%	
Kansas			1												4					2			2		1	2						10	1%	
Kentucky							3			35			1																			39	3%	
Maryland												1																				9	1%	
Massachusetts													1																			7	1%	
Michigan																														2		26	2%	
Minnesota	1				5	4	2	3	2		4					2								1								13	1%	
Mississippi				3													1	2	1	2			1	1								5	0%	
Missouri		2															1	2		2												12	1%	
Montana	4	1	2		8	3			3	11	2	3	5	2	2				4	4	2	1	6	2	1			2	2			70	6%	
Nebraska	2		2																		2											6	1%	
Netherlands	2	2	9						2		1									1			2	2		2						23	2%	
Nevada												2					2					2	1	2			1			2	2	14	1%	
New Hampshire	1															2																3	0%	
New Jersey							1													3												4	0%	
New Mexico		2																							4							6	1%	
New York						1			1	2																						5	0%	
New Zealand																	2																2	0%
Newfoundland and Labarador					2												1															3	0%	
North Carolina													2																	4		6	1%	
North Dakota														2																		6	1%	
Nova Scotia																																	2	0%
Ohio	2					1					2	1		2		10					2									4		24	2%	
Ontario																								2	2	2						7	1%	
Oregon																								2	3							59	5%	
Pennsylvania									2	4									4						2				3			17	2%	
Quebec																																2	0%	
Saskatchewan																			1			2										3	0%	
South Africa							2																									2	0%	
South Carolina																								2								2	0%	
South Dakota						2																				1				2	2	9	1%	
Taiwan													4																			4	0%	
Switzerland						2									2									2	2							8	1%	
Tennessee	2					1				2	4													2	2		1					14	1%	
Texas	4					2	1	1				1		4						2		3		1	1		1	6	2		29	3%		
Tahiti											2							2														9	1%	
Vermont									1																							1	0%	
Virginia												2																				1	3	0%
Washington			3		2			6	3				2	2			3		2	2	2	3		4	6		2	2	4	2	50	4%		
Wisconsin				2	5						1						2															11	1%	
Wyoming																															2	3	0%	



Visitor Services/In-Market Guests

Source: Guest Book Sheets

FY18	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	Lost Data
July	26	65	58	48	24	47	23	36	44	27	55	29	34	18	46	49	146	47	27	52	32	41	50	59	32	54	31	37	34	26	83	1,380	
August	40	49	45	59	55	62	86	44	38	45	26	49	20	31	45	73	39	29	49	45	69	53	33	24	49	31	38	53	22	71	54	1,426	
September	49	41	22	67	21	135	24	24	34	22	29	37	45	30	26	36	21	17	20	19	26	28	22	14	14	17	14	22	20	13		909	
October		4	4	1	1	13			0	5	9	0	4			3	9	1	0	0			2	1	3	3	0			0	1	64	
November	6	2	0			0	0	0	1	0			0	2	0	3	2			0	0	0				3	1	0	0			20	
December	1			0	0	0	4	1			2	0	0	0	0			0	0	0	0	0			0	0	0	0	0			8	
January																																0	
February																																0	
March																																0	
April																																0	
May																																0	
June																																0	
FY18 TOTAL																		3,807															

FY19	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	% -/+
July		1	2		1	1			4	5	5	5	12			10	6	8	5	24			6	0	9	4	16			7	10	141	-90%
August	2	10	9			14	12	8	11	7			12	15	12	6	6			11	6	4	6	11			3	10	0	2	1	178	-88%
September			0	8	8	8	4			6	11	2	4	5			10	8	5	7	6			4	4	5	0	3				108	-88%
October	2	1	2	2	0			2	0	0	0	2			0	2	3	1	1			0	2	2	0	0			0	0	1	23	-64%
November	0	0			0	0	0	0	0			0	0	0	0	2			0	0	0	0	0			2	0	0	0	0		4	-80%
December			0	0	0	0	0			0	0	0	0	0	0		1	0	0	0	0			0	0	0	0	2			0	3	-63%
January	0	0	7	2			0	0	0	0	0			0	0	0	0	0		0	1	0	0	1				0	0	0	11	#DIV/0!	
February	0			0	0	0	0	0			0	0	0	0	0			0	0	0	0	0			0	0	0	0				0	#DIV/0!
March	0			0	0	0	0	0			0	0	0	0	0			0	0	0	1	0			0	2	0	0	0			3	#DIV/0!
April	0	0	0	0	0			0	0	0	0	2			0	0	5	0	0			3	2	0	0	2			0	0		14	#DIV/0!
May	0	0	9			2	0	3	0	0			4	0	2	0	0			1	4	8	2	0			0	0	2	2	0	39	#DIV/0!
June			1	13	6	8	8			8	6	6	1	5			17	5	12	15	11			24	11	8	14	9				188	#DIV/0!
FY19 TOTAL																															712	-81%	

FY20	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	% -/+
July	26	13	28		6			17	20	7	16	16			4	9	25	12	11			18	12	6	14	8			17	9	19	313	122%
August	9	15			12	15	4	7	16			10	11	10	13	15		7	10	8	5	8			14	11	8	6	4		218	22%	
September			7	8	8	20			14	26	20	14	4			4	5	5	5	9			6	1	11	0	0			1		168	56%
October	3	1	2	0			9	0	0	3	0			0	2	2	0	6		0	0	0	0	0	0		0	0	0	0	2	30	30%
November	0			2	1	0	0	0			0	1	0	0	3			0	0	0	0	0			0	0	0	0	0			7	75%
December	0	0	3	0	0	0			0	0	2	0	0			0	0	0	0	4			0			0	0			0	0	9	200%
January		0	0			0	2	0	0	0			0	0	0	0	0			0	0	0	0	0		0	0	0	0	1	3	-73%	
February			0	1	3	4	2			0	0	1	0	0				2	1	0	0			0	1	1	0	0				16	#DIV/0!
March		2	0	0	0	0			0	2	2	0	0			0	0	0	1													7	133%
April																																0	-100%
May																																0	-100%
June	1	0	0	0	1			0	2	4	2	4			1	1	2	2	0			3	5	2	1	0			2	0		33	-82%
FY20 TOTAL																															804	13%	

FY21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	% -/+
July	1	0				3	6	5	6	10			8	3	4	7	6			2	5	6	2	8			4	2	0	3	2	93	-70%
August			4	4	2	7	4			7	2	10	3	5			2	6	4	3	4			1	4	0	3	0			8	83	-62%
September			8	2				0	9	6	3			9	10	9	5	0			0	6	5	2	8			2	5	2		91	-46%
October	2	3			1	0	0	0	2			0	1	3	4	0			2	1	0	0	0			0	0	0	0	0		19	-37%
November	0	0	0	0	0	0		0		0	0		0			2	0	1	0	0			0	0	0					0		3	-57%
December	0	0	0	0			0	2	0	0	1			0	1	0	0	0			0	0	0				2	1	0	0		7	-22%
January				3	0	0	0	0			0	0	0	0	0		2	0	0	0	1			0	0	0	1					7	133%
February	1	0	0	0	0			0	0	0	0	0				0	0	0	0			0	0	0	0							1	-94%
March	2	0	0	3	0			0	0	1	0	2			1	0	0	0	0			1	0	0	1	0			3	0	0	14	100%
April	0	2			2	1																										5	#DIV/0!
May																																0	#DIV/0!
June																																0	-100%
FY21 TOTAL																															323	-60%	



Attachment 9

STRENGTHS

River | The Missouri River connects Great Falls' history to the Plains Indians, Corp of Discovery, mining and electricity. Today it provides access to outdoor recreation, bird viewing, a path for scenic drives, and a backdrop for stunning photography. The Sun River connects to the Missouri in Great Falls and flows from the Bob Marshall Wilderness Complex.

Basecamp | In about an hour or less from Great Falls, you can be in the Rocky Mountain Front and the greater Bob Marshall Wilderness Complex, Sluice Boxes State Park and the Little Belt Mountains, the Highwood Mountains, on Holter Lake, at Smith River, Sun River. And, just a little further is Glacier National Park.

Art | In the broadest sense of the term, Great Falls has art—from statutes and murals on the river's edge trail and downtown, to state parks and museums that capture our history and culture, to restaurants who source local food, to residents who create masterpieces on canvasses or using batik, and our entrepreneurs who create industry changing products. Great Falls is creative, innovative, and full of art.

Malmstrom | 3,300 personnel, along with their families, are stationed in Great Falls' air force base. The base itself draws national contractor business, and the personnel's extended family come to visit.

GTF | Our international airport is small and accessible, offering direct flights from Seattle, Denver, Las Vegas, Minneapolis, Phoenix, Salt Lake City, and seasonally to Chicago. It is set to expand if support secured from Small Community Air Service Development grant. Having an airport makes Great Falls marketable for conventions.

Capacity | There is very few times when lodging isn't available in Great Falls, making this a perfect stop or launch point for adventures into Glacier or Yellowstone, who can fill quickly.

WEAKNESS

Venues | Tried and true, our facility infrastructure is stable but suffers from deferred maintenance and lack of capital investment for industry demanding improvements.

Occupancy | As our venues are very established, they are often booked with historic business and unable to accommodate new projects.

Impression | Immediate thoughts of Montana include mountains, roaming wildlife, and backpacking adventures, and Great Falls is a modern community on the Missouri River with an industrial history.

Detractors | 34% of Great Falls residents hold a low-self image of and are negative about the community being a great place to visit.

Camping | Great Falls has two RV Parks and fill quickly. The availability for more natural camping isn't readily available within the area and still capture spending.

OPPORTUNITIES

Developments | Great Falls will see it's first distillery finally open in the market this summer and a new concert venue that will host 90 ticketed events each year.

I-15 Corridor | Great Falls is roughly halfway between Salt Lake City, Utah, and Edmonton, Alberta (via Highway 2 in Alberta, Canada). Through traffic provides a chance to convert travelers for experiences and events. 55% of travelers drive through Great Falls without spending a night.

Air Service | United, Delta, Alaska, and Allegiant are great partners, however, there are opportunities to add carriers and direct flights.

Events| Signature events give visitors a specific time to travel to Great Falls. We have room to add more.

In-Market Experience | The Missouri River is amazing; however, we are missing the opportunity to make it, and other experiences, easier to access. Great Falls can benefit from easy access equipment rentals, tour guides, facilitated experiences, and review worthy interactions.

THREATS

COVID-19 | Cascade County currently has no capacity restrictions or mask mandate. Nationally, meeting planning and travelers are making decisions with the COVID-19 veil. Mini spikes in cases locally, and potential changes in the landscape still loom.

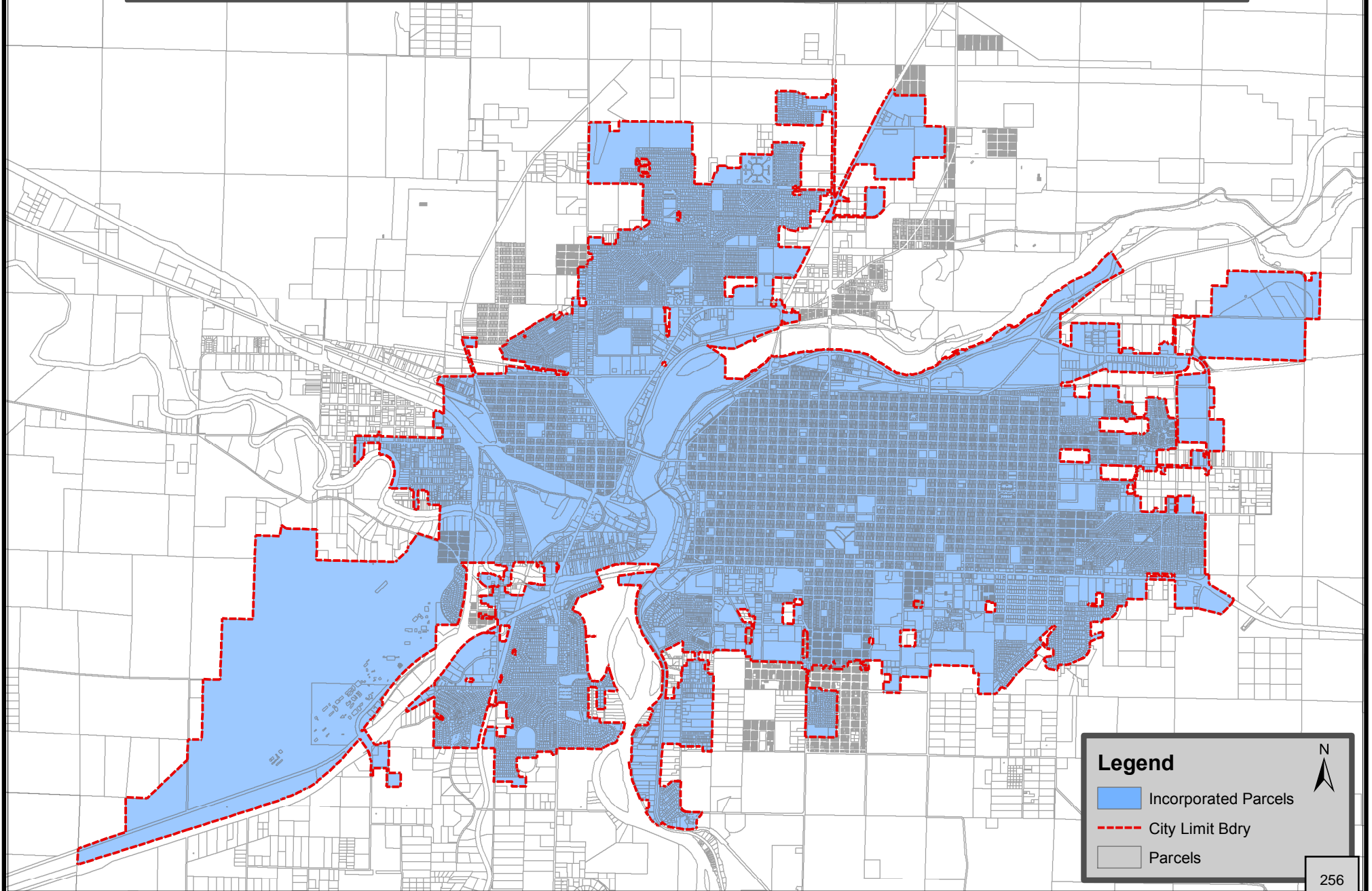
I-90/I-94 CORRIDOR | This Montana route has larger communities with larger population bases, sees higher traffic counts and has had more success in event routing than I-15.

Market Economy | Volatility in the local economy of our target market communities can directly impact travel decisions.

Growth | The success of peer and benchmark communities related to increased retail experiences and capital investments in infrastructure have increased their tourism budgets to attract more visitors, causing Great Falls to lag.

Tourism Business Improvement District No. 1307

Map of District Boundaries



Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Tourism Business Improvement District (TBID) budget and work plan for Fiscal Year 2021/2022 will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, July 20, 2021, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said TBID budget and work plan or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

Documents pertaining to this agenda item are posted on the City's website at <https://greatfallsmt.net> under "Meetings," and are on file for public inspection during regular office hours at the City Clerk's Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 11 and 18, 2021



Commission Meeting Date: _____

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Annual Budget Hearing on Resolution 10411 – Annual Budget Resolution – for July 20, 2021

From: Gregory T. Doyon, City Manager

Initiated By: Statutory Budget Requirements

Presented By: Melissa Kinzler, Finance Director

Action Requested: Set the Annual Budget Hearing

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public budget hearing on Resolution 10411 – Annual Budget Resolution for July 20, 2021”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission set the public budget hearing on Resolution 10411 for July 20, 2021, and provide notice for the public hearing on the preliminary budget.

Background: Prior to the adoption of the City’s annual budget, the City is required to hold public hearings on the proposed annual budget.

The City started the Fiscal Year 2022 budget process in April with internal discussions about how the process would look different than prior years because of federal COVID-19 relief. After discussing with staff, the City Manager determined the development of department requested budgets would be done primarily within the Finance office, and then each department would be asked to review their prepared budget.

The budget strategy for FY 2022 and for the prior year, FY 2021, was one of economic recovery from COVID-19. Therefore, the budget was developed without utilizing any increases to property taxes, property assessments, or utility rates. Also, departments were asked to only request additional budget for items critically essential to their operations.

The final proposed budget was presented to the City Commission in its entirety at a Special Work Session on June 21, 2021. An additional Special Work Session was June 22, 2021 to discuss any budget questions. This agenda item is to schedule the annual public hearing on the budget for July 20, 2021.

The City will be having separate budget discussions and mid-year budget amendments will be made to allocate the spending of the CARES Grant and American Rescue Plan Act COVID relief money from the federal government. This proposed budget is for the normal operations of the City without considering the use of this one-time money.

Section 7-6-4024, MCA, requires that a hearing be held on the preliminary budget prior to its adoption. The budget must be approved and adopted by resolution by the later of the first Thursday after the first Tuesday in September or within 30 calendar days of receiving certified taxable values from the Montana Department of Revenue. The budget is not considered finalized until the setting of tax levies. The setting of the tax levies will be scheduled when the Montana Department of Revenue has certified taxable values for the City of Great Falls, usually in August.

Fiscal Impact: There is no fiscal impact for property owners with this budget because the inflationary factor and increases for the permissive medical levy were not utilized. The City anticipates \$400,000 from newly taxable property, which will be known for certain after receipt of Certified Taxable Values from the DOR. The General Fund budget is presented using \$736,648 of fund balance. This would lower the projected FY 2022 Fund Balance to 20.8%. The recommended minimum policy of the City is 22%.

Alternatives: If the hearing on the budget is not held, the City would not be able to adopt the Annual Budget Resolution required by state statute. The City could choose to utilize the inflationary factor and increase for the permissive medical levy to offset the use of fund balance in the budget. Likewise, the City could reduce General Fund expenditures by \$736,648.

Concurrences: The proposed Fiscal Year 2022 Budget was presented by the City Manager on June 21, 2021, and June 22, 2021, at City Commission Special Work Sessions.

Attachments/Exhibits:

Resolution 10411

Resolution 10411 Appendix A

Notice of Budget Hearing

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Great Falls has completed its preliminary annual budget for Fiscal Year 2022. The preliminary budget has been placed on file and open to public inspection at the City Clerk's Office in the Civic Center, Room 204. The Fiscal Year 2022 budget will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, July 20, 2021, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said City of Great Falls annual budget or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

Documents pertaining to this agenda item are posted on the City's website at <https://greatfallsmt.net> under "Meetings," and are on file for public inspection during regular office hours at the City Clerk's Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 11 and 18, 2021

RESOLUTION NO. 10411
ANNUAL BUDGET RESOLUTION
A RESOLUTION RELATING TO FINAL BUDGETS AND ANNUAL
APPROPRIATIONS FOR THE FISCAL YEAR
BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022

WHEREAS, Montana Code Annotated (MCA), 7-6-4024, requires that the budget be approved and adopted by resolution by the later of the first Thursday after the first Tuesday in September or within 30 calendar days of receiving certified taxable values from the Department of Revenue, and

WHEREAS, the notice of hearing on preliminary budget was published in accordance with Section 7-1-4127, MCA, as required by Section 7-6-4021, MCA, and

WHEREAS, the hearing on preliminary budget from property taxes was held in accordance with Section 7-1-4131, MCA, and Section 7-6-4024, MCA, and

WHEREAS, the Official Code of the City of Great Falls, Title 2, Chapter 3, Section 040 states the Municipal Court Clerk salary shall be set by Commission resolution, and

WHEREAS, the Government Finance Officers Association recommends an unreserved fund balance in the General Fund of “no less than two months of regular general operating revenues or regular general fund operating expenditures.”

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

Section 1. - Legal Spending Limits

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

Section 2. - Implementation Authority

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

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

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

- a. proprietary fund appropriations (enterprise and internal service funds);
- b. general fund for fee supported services;

- c. information technology fund for fee supported mapping services;
 - d. natural resources fund for fee supported forestry services; and,
 - e. permits fund. (7-6-4012, MCA)
- 2.3 The authority to make transfers of appropriations between funds is retained by the City Commission.
- 2.4 The City Manager is hereby delegated the authority to make transfers or revisions within appropriations of any fund.
- 2.5 The City Manager may delegate to his department directors the authority to make transfers or revisions within or among appropriations of specific operations within a fund, limited to the division level of accountability.
- 2.6 Joint operating agreements approved by the governing body; insurance recoveries or dividends; hazardous material recoveries, and refunds or reimbursements of expenditures shall automatically amend the annual appropriations or reduce recorded expenditures whichever is correct in accordance with Generally Accepted Accounting Principles (GAAP).

Section 3. - Appropriation Carryovers

Generally Accepted Accounting Principles (GAAP) require expenditures to be recognized in the fiscal year in which the goods or services are received.

- 3.1 Previous fiscal year appropriations for incomplete improvements in progress of construction, or segments thereof, are hereby declared authorized appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:
- a. related financing was provided in the prior fiscal year;
 - b. the appropriations were not obligated by year end;
 - c. the purpose was not included, or rejected, in current budget financing or appropriations; and,
 - d. the City Manager determines the appropriation is still needed.
- 3.2 Outstanding purchase orders and other obligations, representing a City obligation to pay the claim after receipt of the goods or services, are recognized as "claims incurred". They are hereby declared authorized "carryover" appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:
- a. related financing was provided in the prior fiscal year;
 - b. the appropriations were not otherwise obligated by year end;
 - c. the purpose was not included, or rejected, in current budget financing or appropriations; and,
 - d. the City Manager determines the appropriation is still needed.

Section 4. - Appropriated Reserves

Reserves which have been established for specific purposes, such as Equipment Revolving Scheduled (ERS) reserves, are hereby declared to be appropriations available for expenditure according to the reserve purpose. They shall be acknowledged as current appropriations upon

the determination by the City Manager that they are currently needed to serve their intended purpose. Unexpended reserves shall be carried forward to meet future needs in accordance with their purpose.

Section 5. Contingency Account

- 5.1 Contingency account appropriations are provided by the City Commission as flexible appropriations. They are intended to provide the City Manager with an effective management tool for adjusting to changing circumstances throughout the budgetary year.
- 5.2 The City Manager is delegated the authority to transfer part or all of any contingency appropriation and related financing. Use of contingency appropriations is restricted to transfers of that appropriation authority to specific operating budgets. Proper classification of expenditures to specific operations is required. Accordingly, charging of expenditures directly to Contingency accounts is prohibited.
- 5.3 The Contingency appropriation is a two part authorization, determined on whether cash funding has been allocated in the General Fund during budget development:
 - a. General Fund financed; and,
 - b. Unfunded - a specific fund cash balance, additional revenue, or other funding source must be identified before the "unfunded" contingency appropriation may be used.

Section 6. - Classification and Pay Plan

- 6.1 The objective of the City's Classification and Pay Plan is to enable the City to retain, and when necessary, recruit competent employees. Therefore, the Plan must be a dynamic tool which is continuously updated.
- 6.2 The City Manager is authorized to administratively change the Classification and Pay Plan. Annual pay surveys, continual or periodic review of positions with changed duties or responsibilities, and additions to the classification plan of changed and new classes of work will assure that the Classification and Pay Plan remains current and equitably meets the needs of the City and its employees.

Section 7. - Budgetary Authority

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

Section 8. - Accounting Structure

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

Section 9. – Municipal Court Clerk Salary

The City Manager is authorized to administratively set the salary of the Municipal Court Clerk using the following salary range:

Municipal Court Clerk \$42,692 to \$64,038

Section 10. – Fund Balance

As permitted by Mont. Code Ann. § 7-6-4034, the General Fund unreserved fund balance shall be considered adequate at 22% of annual appropriations. All other tax levy supported funds shall be considered adequate at 17% of annual appropriations. An unreserved fund balance for other operating funds of the City shall be considered adequate at a range of 8% to 17% of annual appropriations for seasonal operations, and 8% to 17% of annual appropriations for all other operating funds.

Such unreserved fund balances shall be used to meet extended revenue cycles, meet short term economic difficulties, respond to unique opportunities, provide for one-time expenditures, and respond to emergency and disaster situations. The balances should not be available to meet recurring operating expenses.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,
July 20, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Resolution No. 10411 Annual Budget Resolution: Appendix A

Funds	Beginning Balance	+ Working Capital Sources			- Working Capital Uses			Ending Balance	Reserved Balance	Available Balance
		Revenues	Transfers In	Total Sources	Expenditures	Transfers Out	Total Uses			
General	12,528,137	34,699,938	0	34,699,938	33,777,408	1,659,178	35,436,586	11,791,489	4,584,830	7,206,659
Special Revenue Funds										
Covid Recovery Fund	15,286,428	9,736,368	0	9,736,368	0	0	0	25,022,796	0	25,022,796
Park & Rec Special Revenue	902,840	77,900	0	77,900	28,319	0	28,319	952,421	405,777	546,644
Parkland Trust	134,293	0	0	0	0	0	0	134,293	134,293	0
Library	568,976	1,135,824	350,000	1,485,824	1,718,249	0	1,718,249	336,551	0	336,551
Library Foundation	338,947	240,356	0	240,356	239,256	0	239,256	340,047	340,047	0
Planning & Comm Dev	123,129	1,128,840	271,932	1,400,772	1,472,213	0	1,472,213	51,688	0	51,688
Central MT Ag Tech TID	1,194,292	371,517	0	371,517	122,344	0	122,344	1,443,465	1,443,465	0
Airport TID	185,395	98,023	0	98,023	7,918	0	7,918	275,500	275,500	0
Downtown TID	2,398,286	0	0	0	0	0	0	2,398,286	2,398,286	0
East Industrial Ag Tech TID	122,513	514,000	0	514,000	475,794	0	475,794	160,719	160,719	0
Economic Revolving	20,411	0	0	0	0	0	0	20,411	20,411	0
Permits	487,143	980,721	0	980,721	1,375,561	0	1,375,561	92,303	0	92,303
Natural Resources	379,531	448,617	256,277	704,894	842,348	0	842,348	242,077	31,886	210,191
Portage Meadows	82,550	65,252	0	65,252	67,073	0	67,073	80,729	0	80,729
Park Maintenance District	2,487,466	1,500,000	0	1,500,000	2,232,796	0	2,232,796	1,754,670	0	1,754,670
Street District	2,358,494	6,194,575	0	6,194,575	7,420,447	50,000	7,470,447	1,082,622	0	1,082,622
Support & Innovation	96,658	764,216	0	764,216	764,216	0	764,216	96,658	0	96,658
Gas Tax BaRSAA	1,572,234	1,000,000	50,000	1,050,000	2,325,000	0	2,325,000	297,234	0	297,234
911 Special Revenue	916,803	612,447	0	612,447	0	346,674	346,674	1,182,576	1,182,576	0
Police Special Revenue	273,677	37,761	0	37,761	900	0	900	310,538	310,538	0
HIDTA Special Revenue	(29,806)	216,975	0	216,975	69,998	0	69,998	117,171	117,171	0
Fire Special Revenue	54,957	6,600	0	6,600	0	0	0	61,557	61,557	0
Federal Block Grant	1,288,010	1,286,120	0	1,286,120	1,286,120	0	1,286,120	1,288,010	1,288,010	0
HOME Grant	56,077	283,494	0	283,494	283,494	0	283,494	56,077	56,077	0
Housing Authority	0	1,587,641	0	1,587,641	1,587,641	0	1,587,641	0	0	0
Street Lighting Districts	1,550,496	1,111,842	0	1,111,842	1,416,335	0	1,416,335	1,246,003	0	1,246,003
Special Revenue Funds Total	32,849,802	29,399,089	928,209	30,327,298	23,736,022	396,674	24,132,696	39,044,404	8,226,312	30,818,092
Debt Service Funds										
Soccer Park Bond	46,381	164,500	0	164,500	171,013	0	171,013	39,868	39,868	0
West Bank TID	1,244,858	865,684	0	865,684	327,670	0	327,670	1,782,872	1,782,872	0
Downtown TID Bonds	1,014,764	1,582,000	0	1,582,000	514,463	0	514,463	2,082,301	2,082,301	0
Improvement District Revolving	39,935	0	0	0	1,280	0	1,280	38,655	38,655	0
Master Debt SILD	42,393	15,984	0	15,984	3,308	0	3,308	55,069	55,069	0
General Obligation Taxable Bond	9,038	0	144,846	144,846	145,390	0	145,390	8,494	8,494	0
Debt Service Funds Total	2,397,369	2,628,168	144,846	2,773,014	1,163,124	0	1,163,124	4,007,259	4,007,259	0
Capital Projects Funds										
General Capital Projects	374,126	0	0	0	0	0	0	374,126	374,126	0
Improvement Districts Projects	5,812	0	0	0	0	0	0	5,812	5,812	0
Downtown TID Capital Projects	5,471,871	0	0	0	0	0	0	5,471,871	5,471,871	0
Hazard Removal	44,831	0	0	0	0	0	0	44,831	44,831	0
Capital Projects Funds Total	5,896,639	0	0	0	0	0	0	5,896,639	5,896,639	0
Enterprise Funds										
Golf Courses	(964,832)	1,530,597	0	1,530,597	1,402,295	0	1,402,295	(836,530)	0	(836,530)
Water	10,396,527	13,384,445	0	13,384,445	16,191,152	0	16,191,152	7,589,820	4,004,597	3,585,223
Sewer	15,771,869	10,759,996	0	10,759,996	14,867,921	0	14,867,921	11,663,944	5,252,465	6,411,479
Storm Drain	2,193,242	2,950,800	0	2,950,800	3,730,469	0	3,730,469	1,413,573	919,928	493,645
Sanitation	554,227	3,870,325	0	3,870,325	4,139,138	0	4,139,138	285,414	180,609	104,805
Swimming Pools	277,903	478,200	267,861	746,061	762,682	0	762,682	261,282	0	261,282
911 Dispatch Center	1,772,092	1,869,706	346,674	2,216,380	2,266,463	0	2,266,463	1,722,009	1,722,009	0
Parking	138,995	440,900	0	440,900	669,378	0	669,378	(89,483)	49,026	(138,509)
Recreation	(211,444)	408,500	39,206	447,706	526,023	0	526,023	(289,761)	0	(289,761)
Multisports	(18,062)	152,160	0	152,160	171,730	0	171,730	(37,632)	0	(37,632)
Ice Breaker Run	10,999	72,400	0	72,400	70,756	0	70,756	12,643	0	12,643
Civic Center Events	(163,885)	379,325	265,913	645,238	677,489	0	677,489	(196,136)	(0)	(196,136)
Special State Projects	0	383,402	0	383,402	383,402	0	383,402	0	0	0
Port Authority	127,453	0	0	0	0	0	0	127,453	127,453	0
Enterprise Funds Total	29,885,084	36,680,756	919,654	37,600,410	45,858,898	0	45,858,898	21,626,596	12,256,086	9,370,510
Internal Service Funds										
Central Garage	3,221,865	3,332,924	0	3,332,924	3,313,671	0	3,313,671	3,241,118	1,638,200	1,602,918
Information Tech	265,277	1,607,775	0	1,607,775	1,774,239	0	1,774,239	98,813	163,953	(65,140)
Insurance & Safety	382,757	1,434,460	0	1,434,460	1,541,785	0	1,541,785	275,432	0	275,432
Health & Benefits	(20,735)	11,138,527	0	11,138,527	11,138,527	0	11,138,527	(20,735)	0	(20,735)
Human Resources	60,209	979,508	0	979,508	1,003,401	0	1,003,401	36,316	0	36,316
City Telephone	40,687	89,435	0	89,435	83,024	0	83,024	47,098	0	47,098
Finance	143,775	1,911,150	0	1,911,150	1,957,258	0	1,957,258	97,667	0	97,667
Engineering	376,416	1,855,528	63,143	1,918,671	2,191,903	0	2,191,903	103,184	11,593	91,591
Public Works Admin	248,222	725,685	0	725,685	728,004	0	728,004	245,903	5,271	240,632
Civic Center Facility Services	239,456	645,161	0	645,161	645,161	0	645,161	239,456	97,116	142,340
Internal Service Funds Total	4,957,929	23,720,153	63,143	23,783,296	24,376,973	0	24,376,973	4,364,252	1,916,133	2,448,119
Total	88,514,960	127,128,104	2,055,852	129,183,956	128,912,425	2,055,852	130,968,277	86,730,639	36,887,259	49,843,380



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Resolution 10415 to Levy and Assess the General Boulevard Maintenance District No. 3570

From: Melissa Kinzler, Finance Director

Initiated By: Annual Budget and Assessment Process

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission set public hearing date of August 3, 2021 for Resolution 10415 to Levy and Assess the General Boulevard Maintenance District No. 3570

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for Resolution 10415 to levy and assess the General Boulevard Maintenance District for August 3, 2021.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission set a public hearing date for August 3, 2021.

Background: The Park and Recreation Department, Natural Resources - Boulevard Division is responsible for the care and maintenance of over 15,000 street trees located within the General Boulevard District. Services provided within the District are pruning, removal, planting and streetscape design.

The budget development process begins in January of each year when the Natural Resources - Boulevard Division receives its midyear financial reports. The midyear reports, and subsequent reports, are used to determine the current financial position of the department. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objective of the department.

After calculating all factors pertinent to the operation of the Natural Resources - Boulevard Division, an assessment amount for the next fiscal year is calculated, proposed and presented to the City Commission for approval. No assessment increase has been proposed for Fiscal Year 2022 to aid in the economic recovery from COVID-19. The last General Boulevard Maintenance increase of 5% was approved in Fiscal Year 2020.

In order to legally provide for the necessary assessment support, State laws require City Commission hearings and passage of authorizing resolutions. MCA Sections 7-12-4102, 4176, and 4179 authorize the City Commission to create and assess the costs of work, improvements, and maintenance to the owners of property within the boundaries of such district.

As part of the annual budget development and adoption procedures, the General Boulevard Maintenance District Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

Fiscal Impact: Adoption of Resolution 10415 will allow the City to finance the costs of work, improvements and maintenance conducted each year in the General Boulevard Maintenance District.

The estimated assessment amount for the General Boulevard Maintenance District for the next fiscal year is the amount reflected in the Fiscal Year 2022 Budget. This equates to an estimated assessment of \$0.011446 per square foot, for a total of \$405,892 and will result in an assessment of approximately \$85.85 for an average size lot of 7,500 square feet (7,500 sq. ft. x 0.011446 factor = \$85.85.)

Alternatives: The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 10415 to Levy and Assess the General Boulevard Maintenance District; however, the reduction in services to trim, prune, spray, and maintain the trees within the district would be harmful and devastating to the overall shelter and beauty provided by the street trees to the community.

Concurrences: Park and Recreation staff is responsible for the operation expenses of the Boulevard District Fund. Finance staff is responsible for assessing and collecting the revenues necessary to carry out the operations.

Attachments/Exhibits:

Resolution 10415

Legal Notice for Public Hearing

Map of the General Boulevard District

RESOLUTION NO. 10415

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING BOULEVARDS IN THE GENERAL BOULEVARD DISTRICT NO. 3570 OF THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022

WHEREAS, the Great Falls City Commission did create a General Boulevard Maintenance District No. 3570 by Resolution 3570 on January 2, 1946; and

WHEREAS, the City Commission did amend and exclude Lots 8-14, Block 34 of Boston and Great Falls Addition, from the boundaries of the General Boulevard District by Resolution 8132 on September 1, 1987, in accordance with Mont. Code Ann. § 7-12-4335; and

WHEREAS, the City intends to continue trimming, pruning, spraying, and otherwise maintaining the trees within said district, except when such maintenance conflicts with other provisions of the Official Code of the City of Great Falls; and

WHEREAS, on July 20, 2021, the City Commission adopted Resolution 10411, Annual Budget Resolution, in which the estimated assessment for such maintenance within the General Boulevard Maintenance District No. 3570 was reflected as FOUR HUNDRED FIVE THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS (\$405,892); and

WHEREAS, in accordance with Mont. Code Ann. § 7-1-4127, notice was published setting forth that Resolution No. 10415 Levying and Assessing the Cost of Maintaining Boulevards in the General Boulevard Maintenance District No. 3570 would be brought before the Great Falls City Commission for public hearing on August 3, 2021.

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

Section 1 – Maintenance Costs Assessed

The cost of maintaining boulevards in General Boulevard Maintenance District No. 3570, totaling \$405,892, be levied and assessed upon the properties in said district for the fiscal year ending June 30, 2022.

Section 2 – Maintenance Assessment Method

Each lot and parcel within the district be assessed in proportion to its square footage. The procedure for determining the square footage to be assessed is the total square footage as set forth in Exhibit “A” of Resolution 6202 adopted by the Great Falls City Commission on July 22, 1968, and presently on file in the office of the City Clerk.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2021 and May 31, 2022.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 3rd day of August, 2021.

Bob Kelly, Mayor

ATTEST:

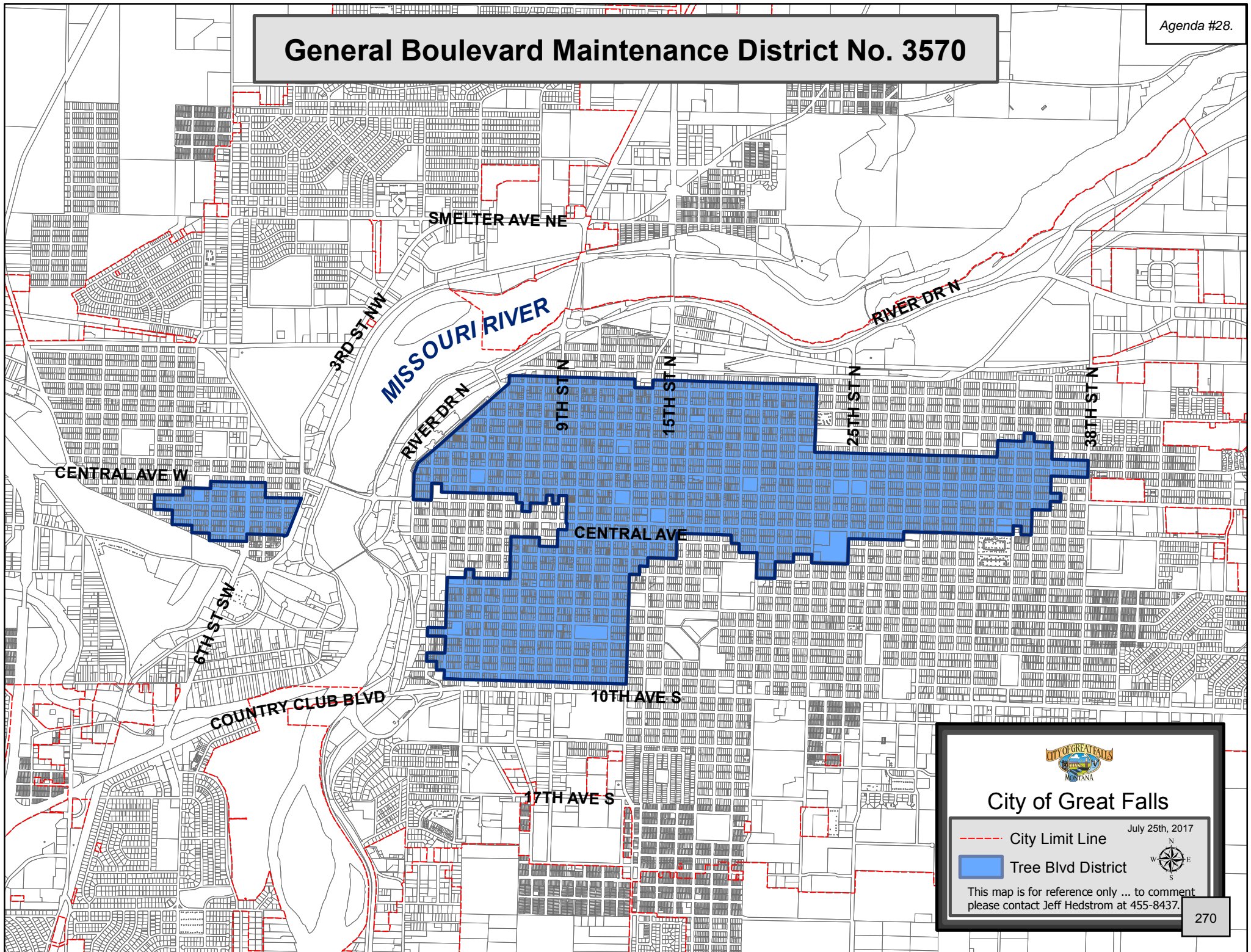
Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

General Boulevard Maintenance District No. 3570



City of Great Falls

July 25th, 2017

- City Limit Line
- Tree Blvd District



This map is for reference only ... to comment
please contact Jeff Hedstrom at 455-8437.

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10415 titled “A Resolution Levying and Assessing the General Boulevard Maintenance District No. 3570” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, August 3, 2021, at 7:00 o’clock p.m. Any interested person may appear and speak for or against said Resolution 10415 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

Documents pertaining to this agenda item are posted on the City’s website at <https://greatfallsmt.net> under “Meetings,” and are on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 11 and 18, 2021



Commission Meeting Date: _____

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Resolution 10416 to Levy and Assess Great Falls Park District No. 1 for August 3, 2021

From: Melissa Kinzler, Finance Director

Initiated By: Annual Budget and Assessment Process

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission set public hearing date of August 3, 2021 for Resolution 10416 to Levy and Assess Great Falls Park District No. 1

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for Resolution 10416 to levy and assess Great Falls Park District No.1 for August 3, 2021.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission set a public hearing date for August 3, 2021.

Background: On June 5, 2018, the City Commission adopted Resolution 10238 creating the Great Falls Park District Number 1. The boundaries of the District are the current incorporated limits of the City, as well as all properties later annexed thereto.

The Park District's overall purpose is to utilize assessment dollars and direct those monies to:

- Maintenance, repair, replacement, upkeep, installation, improvements, operation enhancement, construction, acquisition of land;
- Implementation of measures required to maintain public health and safety or meet legal or regulatory requirements;
- Purchase, replace and/or maintain equipment, tools or vehicles used to carry out the functions described herein; and/or
- Other functions, labor, supplies and/or materials necessary for management and maintenance of City-owned facilities, lands, and equipment under the responsibility and care of the City of Great Falls Park and Recreation Department including but not limited to:

- Public parks and park areas (as described in the City of Great Falls Park and Recreation Master Plan), recreation facilities, trails, open space, urban forest, medians, boulevards, pathways, sidewalks, public easements, and other facilities which are located in the city limits and/or are owned by the City.

The Park District's revenue may not be used for programming.

According to Mont. Code Ann. Sections 7-11-2021 and 1025, prior to annually levying assessments necessary to carry out the services to be performed in the District, each year the Commission shall specify the method of assessment for the lots of parcels of land located in the District, publish notice, and conduct a public hearing on such assessment before finally adopting a resolution levying assessments against the lots of parcels of land in the District. The Commission must annually adopt a resolution establishing the annual assessment for the District.

Fiscal Impact: The cost of the proposed improvements for the Great Falls Park District No. 1 is \$1,500,000 annually for the first three years. Fiscal Year 2022 is year 4 of the assessment.

The annual assessment shall be based on the taxable value of each parcel within the District for a total of \$1,500,000 district-wide. The City will not receive current taxable value information from the Montana Department of Revenue until August approximately. Therefore, based on last year's valuations, the estimated annual assessment for a \$100,000 market value property would be \$25.64.

Alternatives: The City Commission could choose to not set the public hearing and thereby deny Resolution 10416 to Levy and Assess Great Falls Park District No. 1. However, the reduction in services and improvements to the park system including facilities and the urban forest, or maintenance will not improve and facilities will deteriorate or close. Additionally denial would jeopardize the potential bonding associated with the Big Sky Aim High Recreational facility.

Concurrences: Park and Recreation staff is responsible for the operational expenses of the Park District Number 1. Finance staff is responsible for assessing and collecting the revenue necessary to carry out the operations.

Attachments/Exhibits:

Resolution 10416

Legal Notice for Public Hearing

RESOLUTION NO. 10416

A RESOLUTION LEVYING AND ASSESSING THE COST OF IMPROVEMENTS AND MAINTENANCE IN THE GREAT FALLS PARK DISTRICT NUMBER 1 OF THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022

WHEREAS, the City Commission did create Great Falls Park District No. 1 (hereinafter “District”) by adoption of Resolution 10238 on June 5, 2018; and

WHEREAS, said Resolution 10238 set forth the boundaries of the District, the method of governing the District, the assessment method, estimated cost of the District and method of financing, payment of the assessment, list of properties available and the duration of the District. The District was established for the purpose of providing services including but not limited to:

- Maintenance, repair, replacement, upkeep, installation, improvements, operation enhancement, construction, reconstruction, acquisition of land;
- Implementation of measures required to maintain public health and safety or meet legal or regulatory requirements;
- Purchase, replace and/or maintain equipment, tools or vehicles used to carry out the functions described herein; and/or
- Any other functions, labor, supplies and/or materials necessary for management and maintenance of City-owned facilities, lands, and equipment under the responsibility and care of the City of Great Falls Park and Recreation Department including but not limited to:
 - Public parks and park areas (as described in the City of Great Falls Park and Recreation Master Plan), recreation facilities, trails, open space, urban forest, medians, boulevards, pathways, sidewalks, public easements, and other facilities which are located in the city limits and/or are owned by the City; and

WHEREAS, pursuant to Montana Code Annotated, Title 7, Chapter 11, Part 10 (the “Act”) and in accordance with the provisions of Title 7, Chapter 7, Part 44, the City is permitted to issue revenue bonds in one or more series (collectively, the “Bonds”) to fund costs of improvements in the District, and pursuant to Ordinance No. 3228 adopted on May 4, 2021, the

City Commission established the authority of the City to levy assessments each year against the properties in the District in an amount necessary to pay debt service on any outstanding Bonds.

WHEREAS, on July 20, 2021, the City Commission adopted Resolution 10411, Annual Budget Resolution, in which the estimated assessment for such maintenance and improvements (including debt service on Bonds) within the District was reflected as ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000); and

WHEREAS, in accordance with Mont. Code Ann. § 7-11-1024 and § 7-1-4127, notice was published setting forth that Resolution No. 10416 Levying and Assessing the Cost of the Great Falls Park District No. 1 would be brought before the Great Falls City Commission for public hearing on August 3, 2021.

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

Section 1 – Costs Assessed

The cost of maintenance and improvements (including debt service on Bonds) in the District, totaling \$1,500,000, be levied and assessed upon the properties in the District for the fiscal year ending June 30, 2022.

Section 2 –Assessment Method

Each lot or parcel of land, including improvements on the lot or parcel, will be assessed for that part of the cost of the District that its taxable valuation bears to the total taxable valuation of the properties within the District.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2021 and May 31, 2022.

Section 4 – Office of Record

The official list of properties subject to potential assessment, fees or taxation of the District is on file and available for public inspection in the City Clerk's office, and further that such list is the last completed property tax record maintained by the Department of Revenue for the county. The City Clerk's office is designated as the office of record for the minutes to be maintained.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 3rd day of August, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10416 titled “the Cost of Improvements and Maintenance in the Great Falls Park District Number 1 of the City of Great Falls, Montana for the Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, August 3, 2021, at 7:00 o’clock p.m. Any interested person may appear and speak for or against said Resolution 10416 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

Documents pertaining to this agenda item are posted on the City’s website at <https://greatfallsmt.net> under “Meetings,” and are on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 11 and 18, 2021



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Resolution 10417 to Levy and Assess Properties within Special Improvement Lighting Districts

From: Melissa Kinzler, Finance Director

Initiated By: Annual Budget and Assessment Process

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission set public hearing date of August 3, 2021 for Resolution 10417 to Levy and Assess Properties within Special Improvement Lighting Districts

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for Resolution 10417 to levy and assess properties within Special Improvement Lighting Districts for August 3, 2021.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission set a public hearing date for August 3, 2021.

Background: There are currently 27 Special Improvement Lighting Districts (SLD's) with approximately 9,429 roadway lights. The majority (97%) of the roadway lights are owned by Northwestern Energy. The City pays a maintenance fee to Northwestern Energy for these lights in addition to a fee which covers the electrical transmission and distribution. The electrical supply for the street lights is currently being furnished by Energy Keepers. The remaining 3% of roadway lighting is City-owned. The Special Improvement Lighting District funds are administered by the Finance Department. The purpose of the funds is to maintain the light poles and furnish electrical supply for the lighting districts throughout the year. After determining financial factors pertinent to the operation of the special improvement lighting districts, an assessment amount for the next fiscal year is calculated, budgeted and presented to the City Commissioners for approval.

As part of the annual budget development and adoption procedures, the Special Improvement Lighting Districts Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

Fiscal Impact: Adoption of Resolution 10417 will allow the City to fund the operational and maintenance costs required in the Special Improvement Lighting Districts for the fiscal year.

The estimated assessment amount for the Special Improvement Lighting District funds for the next fiscal year is \$1,111,842. After review of the budget and the estimated assessment for Fiscal Year 2022, the total assessment amount reflects an aggregate 1.0% *decrease* from the prior fiscal year.

<u>BUDGETED</u>	
<u>TOTAL ASSESSMENT</u>	<u>FISCAL YEAR</u>
\$ 1,428,082	2015/2016 (26 Districts)
\$ 1,175,344	2016/2017 (27 Districts)
\$ 1,159,589	2017/2018 (27 Districts)
\$ 1,164,252	2018/2019 (27 Districts)
\$ 1,170,052	2019/2020 (27 Districts)
\$ 1,123,242	2020/2021 (27 Districts)
\$ 1,111,842	2021/2022 (27 Districts)

The Fiscal Year 2022 assessment per district is indicated on the Lighting Districts Maintenance Budget & Assessment Worksheet attached as Exhibit "A" and made a part of Resolution 10417.

Alternatives: The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 10417; however, the reduction in services could be hazardous to the safety and welfare of the general public.

Concurrences: Public Works staff is responsible for the maintenance of all City-owned lights. Finance staff is responsible for assessing and collecting revenues.

Attachments/Exhibits:

Resolution 10417

Exhibit A

Legal Notice

RESOLUTION NO. 10417

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING SPECIAL IMPROVEMENT LIGHTING DISTRICTS (SLD'S) NUMBERED 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1303, 1304, 1305, 1306, 1308, 1309 AND 1310 IN THE CITY OF GREAT FALLS, MONTANA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022

WHEREAS, the City Commission declares that the above-captioned Special Improvement Lighting Districts were created, lighting systems installed and that the City intends to continue maintenance of such lighting systems in said SLD's; and

WHEREAS, the City Commission declares that each lot or parcel of land contained in each of said SLD's will continue to be benefited by such lighting in the same manner as determined in the creation of each Special Improvement Lighting District; and

WHEREAS, on July 20, 2021, the City Commission adopted Resolution 10411, Annual Budget Resolution. The budgeted amounts for maintenance of the City's lighting systems were reviewed and adjusted. The newly adjusted assessment amount totals ONE MILLION ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED FORTY TWO DOLLARS (\$1,111,842); and

WHEREAS, in accordance with § 7-1-4127, MCA, notice was published setting forth that Resolution No. 10417 Levying and Assessing the Cost of Maintaining Special Improvement Lighting Districts (SLD's) Nos. 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1303, 1304, 1305, 1306, 1308, 1309 and 1310 in the City of Great Falls, Montana, would be brought before the Great Falls City Commission for public hearing on August 3, 2021.

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

Section 1 – Maintenance Costs Assessed

The cost of maintenance for said lighting systems in the above-captioned SLD's totaling \$1,111,842 be levied and assessed upon the properties in said SLD's.

Section 2 – Assessment Method

Each lot and parcel within each SLD is hereby assessed a proportion of the maintenance costs attributed to the SLD in the proportion to which its assessable area (individual square feet) bears to the area of the whole special improvement lighting district (total square feet), exclusive of streets, avenues, alleys and public places. An assessment projection summary of each district, describing total cost, is attached hereto and, by this reference, incorporated herein as if fully set

forth. The description of each lot or parcel of land within each SLD and the respective assessments are set forth in the records of the Finance Department of the City of Great Falls, Montana and by this reference is also incorporated herein as if fully set forth.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2021 and May 31, 2022.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 3rd day of August, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

LIGHTING DISTRICTS MAINTENANCE BUDGET & ASSESSMENT WORKSHEET
RESOLUTION 10417 - EXHIBIT "A"

	DISTRICT	DISTRICT TYPE	FUND	FY 2022 PROJECTED BEGINNING CASH	FY 2022 REQUESTED TOTAL EXPENSES	FY 2022 ESTIMATED ASSESSMENT	FY 2022 ENDING CASH	TARGET CASH BALANCE		FY 2021 ASSESSMENT	FY 2022 ASSESSMENT	DIFF (+/-)
1	18	STREET	8402	2,584	3,017	2,700	2,267	1,509		2,700	2,700	-
2	650	PERIOD	8403	51,272	642	1,000	51,630	321		6,400	1,000	(5,400)
3	651	STREET	8404	2,015	2,215	2,000	1,800	1,107		2,000	2,000	-
4	912	STREET	8405	14,704	11,075	10,000	13,629	5,537		10,000	10,000	-
5	973	STREET	8406	24,219	100	40	24,159	50		40	40	-
6	1067A	ALLEY	8407	4,753	5,532	4,000	3,221	2,766		4,000	4,000	-
7	1105	STREET	8408	2,506	4,382	3,500	1,624	2,191		3,500	3,500	-
8	1230	STREET	8409	528	216	170	483	108		170	170	-
9	1255	STREET	8410	1,105	432	350	1,023	216		350	350	-
10	1261	PERIOD	8411	18,608	10,134	7,000	15,474	5,067		8,000	7,000	(1,000)
11	1269	PERIOD	8412	94,485	28,604	18,000	83,881	14,302		22,000	18,000	(4,000)
12	1270	PERIOD	8413	29,754	13,538	8,500	24,716	6,769		9,500	8,500	(1,000)
13	1289	STREET	8414	6,445	15,327	11,097	2,215	7,664		11,097	11,097	-
14	1290	STREET	8415	1,557	1,271	900	1,186	635		900	900	-
15	1294	SLDA	8416	90,764	150,640	133,000	73,124	75,320		133,000	133,000	-
16	1298	SLDI	8417	7,694	24,024	10,185	(6,145)	12,012		10,185	10,185	-
17	1295	SLDC	8418	68,870	65,915	54,000	56,955	32,957		54,000	54,000	-
18	1296	SLDR	8419	893,829	1,037,861	815,000	670,968	518,931		815,000	815,000	-
19	1297	SLDT	8420	6,063	30,827	25,000	236	15,414		25,000	25,000	-
20	1302	ML3	8430	20,166	642	400	19,925	321		400	400	-
21	1304	EC1	8432	7,649	3,423	1,500	5,725	1,712		1,500	1,500	-
22	1306	ML4	8434	6,396	428	300	6,268	214		300	300	-
23	1308	ECII & III	8436	9,745	2,140	1,000	8,605	1,070		1,000	1,000	-
24	1310	ML5	8438	9,416	856	750	9,311	428		750	750	-
25	1303	Stone Meadow 1	8440	12,690	1,109	350	11,931	554		350	350	-
26	1305	Water Tower	8442	11,308	834	250	10,725	417		250	250	-
27	1309	Stone Meadow 2	8444	3,092	1,157	850	2,785	578		850	850	-
	ALL DIST	Fund 217	8401	129,755	-		129,755	0				
				1,531,973	1,416,339	1,111,842	1,227,475	708,170		1,123,242	1,111,842	(11,400)

City-Owned Lighting Districts

Aggregate % of Increase (Decrease)

-1.0%

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10417 titled “A Resolution Levying and Assessing the Cost of Maintaining Special Improvement Lighting Districts (SLD’s) Numbered 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1303, 1304, 1305, 1306, 1308, 1309 and 1310 in the City of Great Falls” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, August 3, 2021, at 7:00 o’clock p.m. Any interested person may appear and speak for or against said Resolution 10417 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

Documents pertaining to this agenda item are posted on the City’s website at <https://greatfallsmt.net> under “Meetings,” and are on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 11 and 18, 2021



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Resolution 10418 to Levy and Assess the Portage Meadows Maintenance District No. 1195

From: Melissa Kinzler, Finance Director

Initiated By: Annual Budget and Assessment Process

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission set public hearing date of August 3, 2021 for Resolution 10418 to Levy and Assess the Portage Meadows Maintenance District No. 1195

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for Resolution 10418 to levy and assess the Portage Meadows Maintenance District for August 3, 2021.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission set a public hearing date for August 3, 2021.

Background: In February 1977, Resolution 6913 created Special Improvement Maintenance District No. 1195 for the purpose of maintaining the Green Belt of the Portage Meadows Addition. The assessment covers the costs for materials, snow removal labor, water, mowing labor, fertilizer costs and labor, aerification labor, and tree pruning, which was part of the original Planned Unit Development.

The budget development process begins in January of each year when the Park & Recreation Department receives its midyear financial reports for the Portage Meadows Fund. The midyear reports and subsequent reports are used to determine the current financial position of the department. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objective of the department.

After calculating all factors pertinent to the operation of the Portage Meadows Maintenance District, an assessment amount for the next fiscal year is calculated, proposed and presented to the City Commissioners for approval. No assessment increase has been proposed for Fiscal Year 2022 to aid in economic recovery from COVID-19. The last Portage Meadows Maintenance District increase of 5% was approved in Fiscal Year 2020.

In order to legally provide for the necessary assessment support, State laws require City Commission hearings and passage of authorizing resolutions. MCA Sections 7-12-4102, 4176, and 4179 authorize the City Commission to create and assess the costs of work, improvements, and maintenance to the owners of property within the boundaries of such district.

As part of the annual budget development and adoption procedures, the Portage Meadows Maintenance District Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

Fiscal Impact: Adoption of Resolution 10418 will allow the City to finance the cost of repairs and maintenance required each year in the Portage Meadows Maintenance District.

The estimated assessment amount for Portage Meadows Boulevard Maintenance for the next fiscal year is the amount reflected in the Fiscal Year 2022 Budget. This equates to an estimated assessment of \$0.077517 per square foot, a total of \$65,252 and will result in an annual assessment of \$348.90 for an average lot of 4,501 square feet (4,501 sq. ft. x 0.077517 factor = \$348.90).

Alternatives: The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 10418 to Levy and Assess the Portage Meadows Maintenance District; however, the City agreed to provide the services when the land area was donated to the City. The proposed assessment will allow for the recovery of costs incurred providing those services.

Concurrences: Park and Recreation staff members are responsible for the operational expenses for the Portage Meadows Maintenance District. Finance staff members are responsible for assessing and collecting the revenues necessary to carry out the operations.

Attachments/Exhibits:

Resolution 10418

Legal Notice for Public Hearing

Map of Portage Meadows Boulevard District

RESOLUTION NO. 10418

**A RESOLUTION LEVYING AND ASSESSING THE COST OF
MAINTAINING THE GREEN BELT PARK OF PORTAGE MEADOWS
ADDITION IN THE CITY OF GREAT FALLS ON ALL REAL ESTATE IN
SPECIAL IMPROVEMENT MAINTENANCE DISTRICT NO. 1195 FOR
THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30,
2022**

WHEREAS, the City Commission did create and amend Special Improvement Maintenance District No. 1195 by Resolutions 6913, 6980, and 8426 on February 15 and July 17, 1977, and July 16, 1991, respectively; and

WHEREAS, the City intends to continue maintaining the Green Belt Park of Portage Meadows Addition within Special Improvement Maintenance District No. 1195; and

WHEREAS, on July 20, 2021, the City Commission adopted Resolution 10411, Annual Budget Resolution, in which the estimated costs for the assessment of such maintenance within Special Improvement Maintenance District No. 1195 was reflected as SIXTY-FIVE THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS (\$65,252); and

WHEREAS, in accordance with § 7-1-4127, MCA, notice was published setting forth that Resolution No. 10418 Levying and Assessing the Cost of Maintaining the Green Belt Park of Portage Meadows Addition in the City of Great Falls on all Real Estate in Special Improvement Maintenance District No. 1195 would be brought before the Great Falls City Commission for public hearing on August 3, 2021.

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

Section 1 – Maintenance Costs Assessed

The cost of care and maintenance in Special Improvement Maintenance District No. 1195, totaling \$65,252, be levied and assessed upon the properties in said district for the fiscal year ending June 30, 2022.

Section 2 – Maintenance Assessment Method

There are 188 properties contained within the boundaries of Portage Meadows Special Improvement Maintenance District No. 1195. The costs per property and the property list for Portage Meadows Special Improvement Maintenance District No. 1195 are set forth in the records of the City Clerk of the City of Great Falls. Said property is generally identified as each lot or parcel of land within Portage Meadows Additions #1, #2, and #3, excluding Blocks 4, 5, and 6 of Portage Meadows #1 Addition.

Assessments may be reviewed on an annual basis and the amount may be revised according to the following formula: cost plus ten percent (10%) divided by the total square feet of all of the lots within said district times the square feet of each lot. Costs shall be for expendable material, snow

removal labor, water, mowing labor, fertilizer costs and labor, aerification labor, and tree pruning costs.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2021 and May 31, 2022.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 3rd day of August, 2021.

Bob Kelly, Mayor

ATTEST:

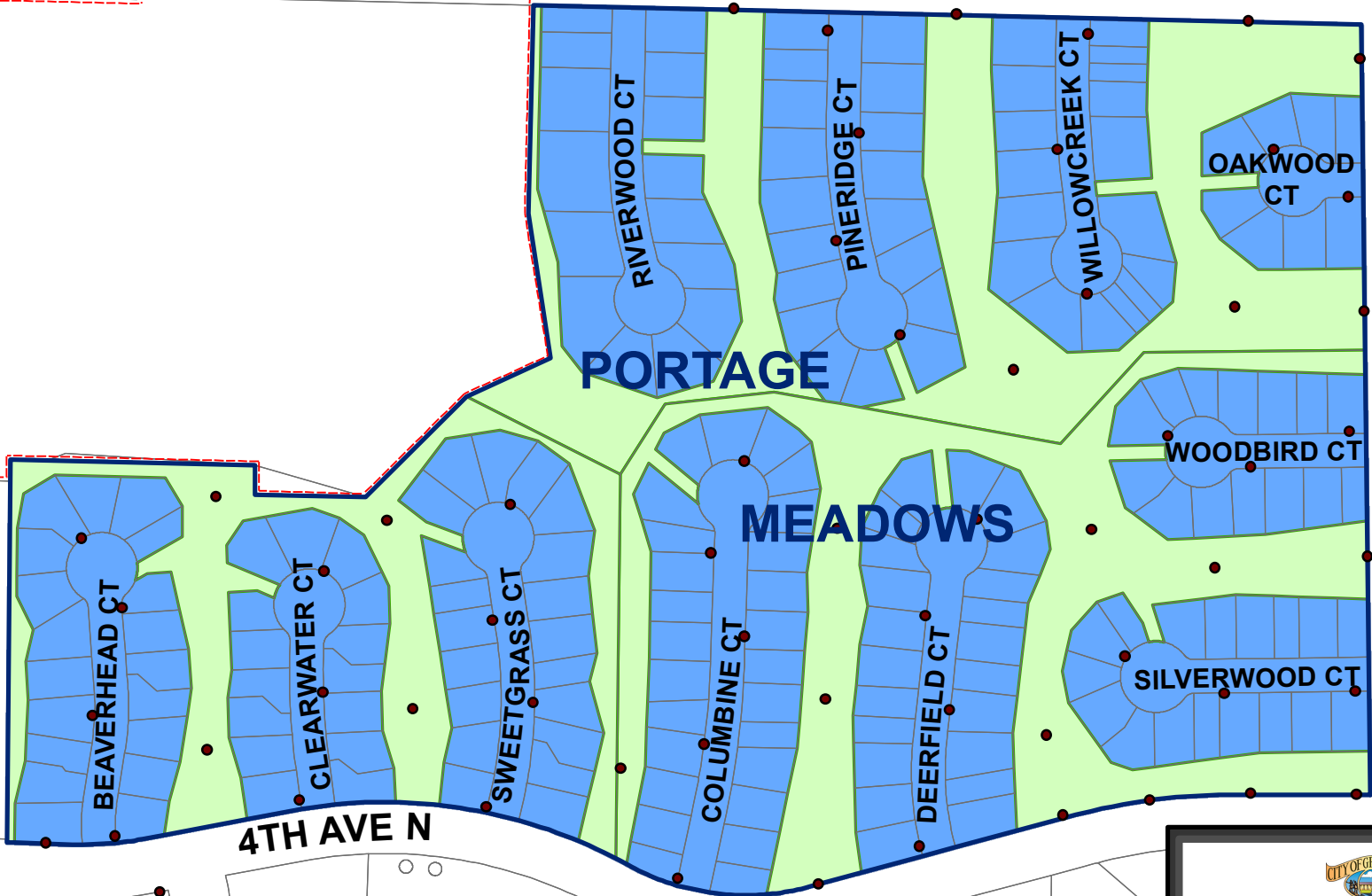
Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Portage Meadows Maintenance District No. 1195



52TH ST N

4TH AVE N

46TH ST N



City of Great Falls

June 12th, 2014

- City Limit Line
- Light Poles
- Green Belt Area
- Portage Properties



This map is for reference only ... to comment please contact Jeff Hedstrom at 455-8437.

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10418 titled “A Resolution Levying and Assessing the Portage Meadows Maintenance District No. 1195” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, August 3, 2021, at 7:00 o’clock p.m. Any interested person may appear and speak for or against said Resolution 10418 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

Documents pertaining to this agenda item are posted on the City’s website at <https://greatfallsmt.net> under “Meetings,” and are on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 11 and 18, 2021



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Resolution 10419 to Levy and Assess the Street Maintenance District

From: Melissa Kinzler, Finance Director

Initiated By: Annual Budget and Assessment Process

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission set public hearing date of August 3, 2021 for Resolution 10419 to Levy and Assess the Street Maintenance District

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for Resolution 10419 to levy and assess the Street Maintenance District for August 3, 2021.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission set a public hearing date for August 3, 2021.

Background: The Street Division maintains approximately 383 miles of streets and alleys within the city limits. Maintenance consists of pavement rehabilitation and restoration, street cleaning, snow and ice removal, alley maintenance, and the nuisance weed program. In addition, Traffic Operations are funded through the Street Division and are responsible for the maintenance of all roadway signs, signals, and pavement markings.

During the budget process, information is gathered regarding the actual and anticipated expenses of the Street District Fund, future capital projects are reviewed, and the street maintenance assessment for the next fiscal year is discussed.

After calculating all factors pertinent to the operation of the Street Maintenance District, an assessment amount for the next fiscal year is calculated, proposed and presented to the City Commission for approval. No assessment increase is proposed for Fiscal Year 2022 to aid in economic recovery from COVID-19. The last street maintenance increase of 10% was approved in Fiscal Year 2016.

As part of the annual budget development and adoption procedures, the Street Maintenance Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

ASSESSMENT OPTION

MCA Section 7-12-4425 states: "...The council shall pass and finally adopt a resolution specifying the district assessment option and levying and assessing all the property within the several districts..." The City uses the "assessable area" option under MCA Section 7-12-4422, to assess its street maintenance. The assessable area option defines assessable area by square footage caps. Five options for assessments exist:

Residential: Square footage caps per parcel of 12,000 square feet for residential property and properties categorized as non-profit/cemetery organizations 501(c)(13) as defined by the Internal Revenue Code.

Downtown: Downtown District shall be defined as being within an area bounded on the north by Third Alley North, on the south by Third Alley South, on the east by Tenth Street and on the west by Park Drive. Any properties located in this area with a designated residential land use code of 111, 112 or 114 shall be excluded from the District and assessed as part of the Residential District.

Mixed-Use: A 'mixed-use' category consists of property equal to or greater than 112,000 square feet but less than 50% commercially developed. For the 'mixed-use' category, the Planning & Community Development Department shall annually identify all property equal to or greater than 112,000 square feet which are 50% or less commercially developed. Those properties shall be assessed 50% commercial and 50% at capped residential.

Commercial: 1 million square foot cap for all other property. The 1 million square foot cap for all other property encourages large green areas on some private properties within the City.

Inter-Local Agreement: An "inter-local contracted maintenance" category designates properties owned by other governments or their agencies adjacent to City streets that are maintained by the other governments or their agencies. This category's assessment includes a 7.5% administrative fee as well as the annual contracted cost of maintenance. The maintenance cost portion is agreed upon by the City and the contracting entity. At this time, the City does not assess for any inter-local agreements.

Fiscal Impact: Adoption of Resolution 10419 will allow the City to fund the cost of work, improvements and maintenance in the Street Maintenance District.

For Fiscal Year 2022, the street maintenance assessment will remain the same as Fiscal Year 2021. For an average-sized residential lot, the estimated assessment factor is \$0.014745 per square foot, or approximately \$110.59 (7,500 sq. ft. x 0.014745 factor = \$110.59.). The estimated total assessment for the District is \$4,583,265.

Alternatives: The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 10419 to Levy and Assess the Street Maintenance District; however, the reduction in services for street maintenance could be hazardous to the safety and welfare of the general public.

Concurrences: Public Works staff is responsible for the operational expenses of the Street Department. Finance staff is responsible for assessing and collecting revenues necessary to carry out the operations.

Attachments/Exhibits:

Resolution 10419

Legal Notice for Public Hearing

RESOLUTION NO. 10419

A RESOLUTION LEVYING AND ASSESSING THE COST OF STREET MAINTENANCE FOR STREETS AND ALLEYS IN THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022

WHEREAS, creation and alteration of Street Maintenance Districts is authorized pursuant to Mont. Code Ann. Title 7, Chapter 12, Part 44; and

WHEREAS, the Great Falls City Commission did provide for street maintenance pursuant to Ordinance 1687 adopted September 7, 1971; and

WHEREAS, the City Commission did amend and expand the scope of street maintenance services pursuant to Ordinance 2584 adopted February 5, 1991; and

WHEREAS, the City Commission finds and has determined that each and every lot or parcel within said district has been or will be specially benefited by said maintenance; and

WHEREAS, the City intends to continue maintaining streets and alleys within the corporate limits of the City of Great Falls; and

WHEREAS, on July 20, 2021, the City Commission adopted Resolution 10411, Annual Budget Resolution, in which the estimated assessment for such maintenance not offset by other revenues within the Street Maintenance District was reflected as FOUR MILLION FIVE HUNDRED EIGHTY-THREE THOUSAND TWO HUNDRED SIXTY FIVE DOLLARS (\$4,583,265); and

WHEREAS, in accordance with Mont. Code Ann. § 7-12-4426, notice was published setting forth that Resolution No. 10419 Levying and Assessing the Cost of Street Maintenance for Streets and Alleys in the City of Great Falls, Montana, would be brought before the Great Falls City Commission for public hearing on August 3, 2021.

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

Section 1 – Maintenance Costs Assessed

The costs of maintenance, not offset by other revenues, in the Street Maintenance District, totaling FOUR MILLION FIVE HUNDRED EIGHTY-THREE THOUSAND TWO HUNDRED SIXTY FIVE DOLLARS (\$4,583,265) be levied and assessed upon the property in said district for the fiscal year ending June 30, 2022. The description of each lot or parcel of land within the Street Maintenance District and the respective assessments are set forth in the records of the Finance Department of the City of Great Falls, Montana, and by this reference incorporated herein as if fully set forth.

Section 2 – Maintenance Assessment Method

The percentage of the cost of maintenance for the assessable areas benefitted by the maintenance district as established in Mont. Code Ann. § 7-12-4425 shall be made as set forth in Mont. Code Ann. § 7-12-4422.

The Street Maintenance District shall be assessed according to factors based on the property classification and square footage with caps. Assessable areas within the Street Maintenance District shall be set with a square footage cap of 12,000 square feet for residential property and properties categorized as non-profit/cemetery organizations 501(c)(13) as defined by the Internal Revenue Code, and a square footage cap of one million square feet for all other property. Downtown District shall be defined as being within an area bounded on the north by Third Alley North, on the south by Third Alley South, on the east by Tenth Street and on the west by Park Drive and any properties located within this area with a designated residential land use code shall be excluded from the District and assessed as residential. The Planning and Community Development Department shall annually identify all mixed-use property equal to or greater than 112,000 square feet which are 50% or less commercially developed. Those mixed-use properties shall be assessed 50% commercial and 50% capped residential. Inter-local Agreement shall be defined as properties owned by other governments or their agencies adjacent to City streets that are maintained by the other governments or their agencies. This category's assessment includes a 7.5% administrative fee as well as the annual contracted cost of maintenance.

No proration of the street maintenance assessment shall be made for any reason, including the fact that a particular property did not have paved streets for the entire taxable year.

Section 3 – Assessments Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2021 and May 31, 2022.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 3rd day of August, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10419 titled “A Resolution Levying and Assessing the Cost of Street Maintenance for Streets and Alleys in the City of Great Falls” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, August 3, 2021, at 7:00 o’clock p.m. Any interested person may appear and speak for or against said Resolution 10419 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

Documents pertaining to this agenda item are posted on the City’s website at <https://greatfallsmt.net> under “Meetings,” and are on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 11 and 18, 2021



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Public Hearing – Preliminary Plat for West Ridge Addition Phase IX, legally described as Peretti Addition Tract 2, located in the SE ¼, Section 26, Township 21 North, Range 3 East, PMM, Cascade County, MT and accompanying Supplement Improvement Agreement

From: Alaina Mattimiro, Planner I, Planning and Community Development

Initiated By: S & L Development

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission approve the Preliminary Plat of West Ridge Phase IX, accompanying Findings of Fact, and Supplement Improvement Agreement

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

Commissioner moves:

I. “I move that the City Commission (approve/deny) the Preliminary Plat of West Ridge Addition Phase IX and accompanying Findings of Fact subject to fulfillment of conditions stipulated by the Planning Advisory Board.”

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Commissioner moves:

II. “I move that the City Commission (approve/deny) the Supplement to Improvement Agreement.”

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: At the conclusion of a public hearing held on May 25, 2021, the Planning Advisory Board recommended the City Commission approve the Preliminary Plat of West Ridge Addition Phase IX, legally described above, subject to the fulfillment of the following Conditions of Approval:

Conditions of Approval:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Amended Plat.** Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
3. **Utilities.** The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval. Specifically, the Owner shall be responsible for creating a permanent stormwater facility that will be privately owned and maintained and will be required to be sized with each phase based on the drainage area, including the public rights-of-way. Alterations to the facility may be required through each phase based on this requirement.
4. **Land Use & Zoning.** Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for this PUD Planned unit development district designation.
5. **Subsequent modifications and additions.** If, after establishment of townhomes, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of Planning and Community Development shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

Staff recommends approval of the preliminary plat and improvement agreement.

Background: The subject property is located between 2nd Street Northeast and 4th Street Northeast, and will be a continuation of Chateau Avenue Northeast. The property is 7.69 acres and will consist of another phase of West Ridge Addition. The proposal is for Phase IX, of an originally proposed eleven phase development that has been and will be platted over a number of years. The City Commission approved the annexation of the whole property, assigning R-3 single-family high density zoning on August 18, 2015. At the request of the applicant, the Commission further approved the rezone of the property to Planned Unit Development (PUD) on February 21, 2017 to give the applicant the ability to construct 2-unit townhomes.

Since West Ridge, Phase VIII was approved by the City Commission in 2018, further platting of the development halted due to issues related to storm water management. The original 2015 annexation agreement stipulated that the City, the West Ridge development, and the adjacent Thaniel Addition development to partner on the funding and installation of a regional storm water facility on a nearby property northwest of the two developments. However, the developers have concerns regarding the cost of such a facility and eventually made the decision to propose a private, on-site facility in lieu of previously agreed to participation in the construction of a regional storm water facility.

Public notice for the City Commission public hearing was published in the Great Falls Tribune on June 20th, 2021. Additionally, Staff provided notices of the hearing to nearby property owners. To date, Staff has not received any inquiries on the property.

Preliminary Plat Request: The applicant is proposing to proceed with Phase IX of West Ridge Addition which will include townhomes, as well as single family homes. This proposed phase would create 28 new lots. The lots on the preliminary plat range from 10,656 – 10,662 square feet on the western portion, and 8,420 – 8,446 square feet on the eastern portion. The proposed lot standards are consistent with R-3 zoning district requirements as well as the PUD that was added to the development in 2017.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, planning board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in of 76-3-608 (3) MCA, which are attached as Findings of Fact – Subdivision.

Improvements:

Roadways

Phase IX will be connected to existing City roadways by extending Choteau Avenue Northeast and 4th Street Northeast. These roadways will be constructed to the City's typical 35 foot wide standard. All of the proposed 60 foot wide right-of-ways will be set up for boulevard style sidewalks for homeowners to construct as the lots are sold, and will connect to the existing sidewalk system to continue to build out the sidewalk network. No changes to the road or sidewalk network are being proposed with this application.

When Phases VII – XI were reviewed for the rezone from R-3 to PUD, it was determined that the increase in lots for the subdivision would not have a significant impact on traffic in this area, or the existing transportation network. The proposed roadway layout will have sufficient capacity to accommodate traffic generated by the proposed increase in density.

Utilities

Service for the proposed 28 lots will require extension of existing 8 inch sewer and water mains that current serve West Ridge, Phase VIII. The on-site improvements required for the development of the subject property shall be installed as shown on the final construction plans that are submitted to, and approved by the Public Works Department. The on-site improvements shall include everything required to provide water, sanitary sewer, storm water management, and access including streets and sidewalks serving each proposed lot. These improvements shall be installed at the Owner's expense in accordance with the requirements of the OCCGF and the attached supplement improvement agreement.

Storm Water Management

The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder's Office on September 3, 2015, record # R0311745 GFA, outlines the Owner's permanent and temporary storm water management requirements in Sections 12.4 and 20. As noted earlier, the Owner has approached the City to construct a permanent stormwater detention pond onsite that will be a private facility to treat just the West Ridge Addition in lieu of participating in the regional storm water facility. Per the attached Supplement Improvement Agreement, the Owner will be responsible for creating a permanent stormwater facility that will be privately owned and maintained and will be required to be sized with each phase based on the drainage area, including the public rights-of-way. Alterations to the facility may be required through each phase based on this requirement. While City staff still prefers the regional storm water plan developed in the 2015 Improvement Agreement as a more appropriate long term regional solution, staff accepts that the developer's proposed alternative is a legal method of meeting storm water requirements as long as the system is properly designed, constructed, and maintained.

Neighborhood Council Input: The subject property is located in Neighborhood Council #3. Staff and the applicant attended the council meeting on June 10, 2021 to address concerns regarding the added traffic, high speeds on 2nd Street NE and 36th Avenue NE, and the desire to have further discussions on improvements to 6th Street NW.

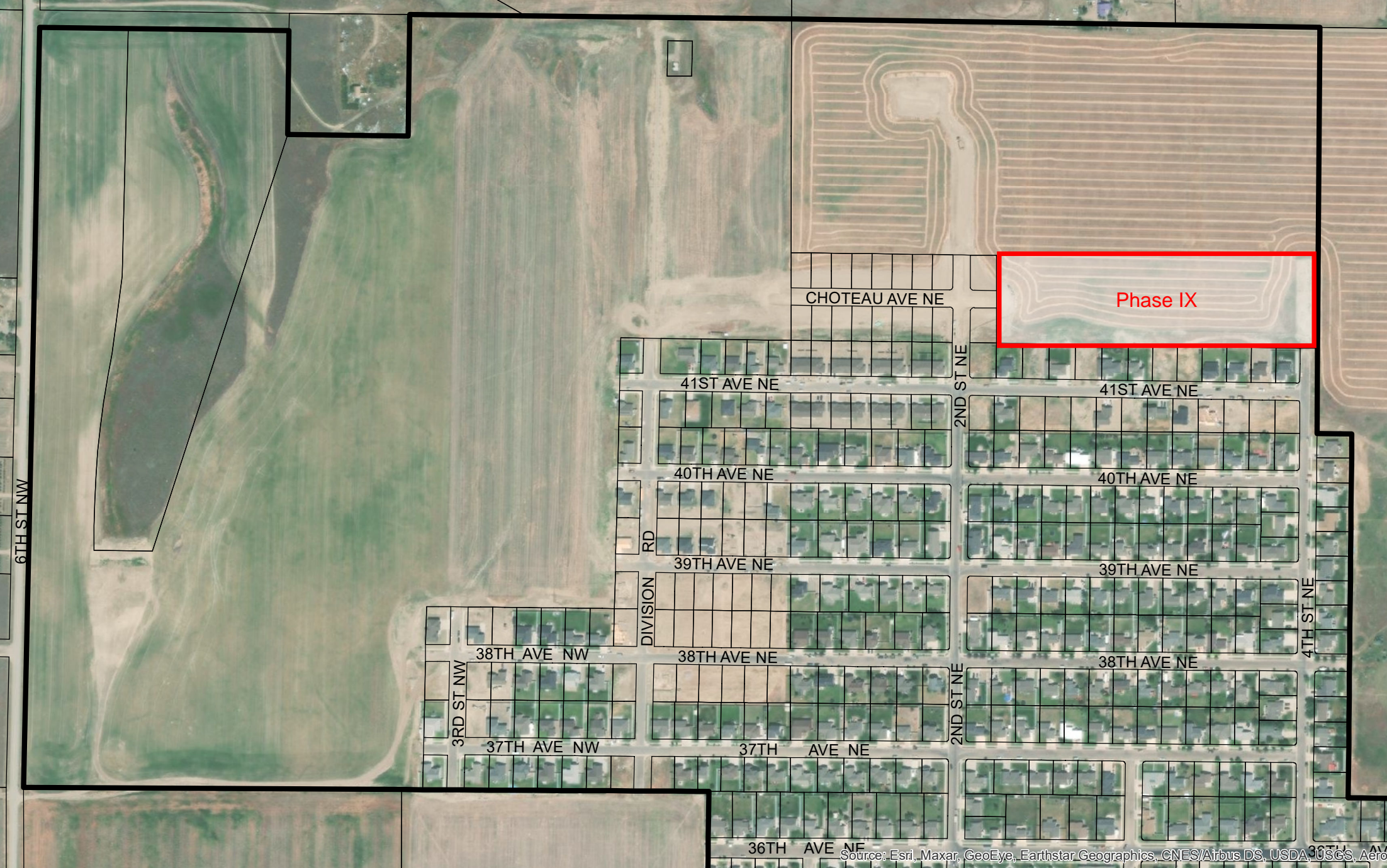
Fiscal Impact: The subject property has already been annexed, so services are already provided by the City, and the cost of infrastructure improvements are being covered by the Developer per the agreed upon terms of the Improvement Agreement Supplement. The preliminary plat provides an increase in lots, which increases the City's tax base and increases revenue. It should be noted that the City Public Works Department has expended approximately \$130,000 towards the regional storm water option originally planned in the 2015 Improvement Agreement. The City has not ruled out the eventual construction of a regional storm water facility in this area. Per the 2015 annexation agreement, The City has also invested over \$1.4 million towards a sewer lift station and force main that serves the West Ridge and Thaniel subdivisions. Per the agreement, the city will continue to be reimbursed for the investment as lots are brought to the market.

Alternatives: The City Commission could deny the preliminary plat pursuant to MCA 76-3-604. For these actions, the City Commission must provide separate Findings of Fact for the subdivision.

Concurrences: Representatives from the City's Public Works, Police, Park and Recreation, Legal and Fire Departments have been involved throughout the review and approval process for this project. In particular, there have been extensive discussions with Public Works staff on appropriate storm water management options to address the water quantity and quality impacts associated with further development of both the West Ridge and Thaniel subdivisions.

Attachments/Exhibits:

Aerial Map
 Zoning Map
 Findings of Fact – Subdivision
 Preliminary Plat
 Additional Plat Exhibit
 Supplement to Improvement Agreement



Phase IX

CHOTEAU AVE NE

41ST AVE NE

41ST AVE NE

40TH AVE NE

40TH AVE NE

39TH AVE NE

39TH AVE NE

38TH AVE NW

38TH AVE NE

38TH AVE NE

37TH AVE NW

37TH AVE NE

36TH AVE NE

2ND ST NE

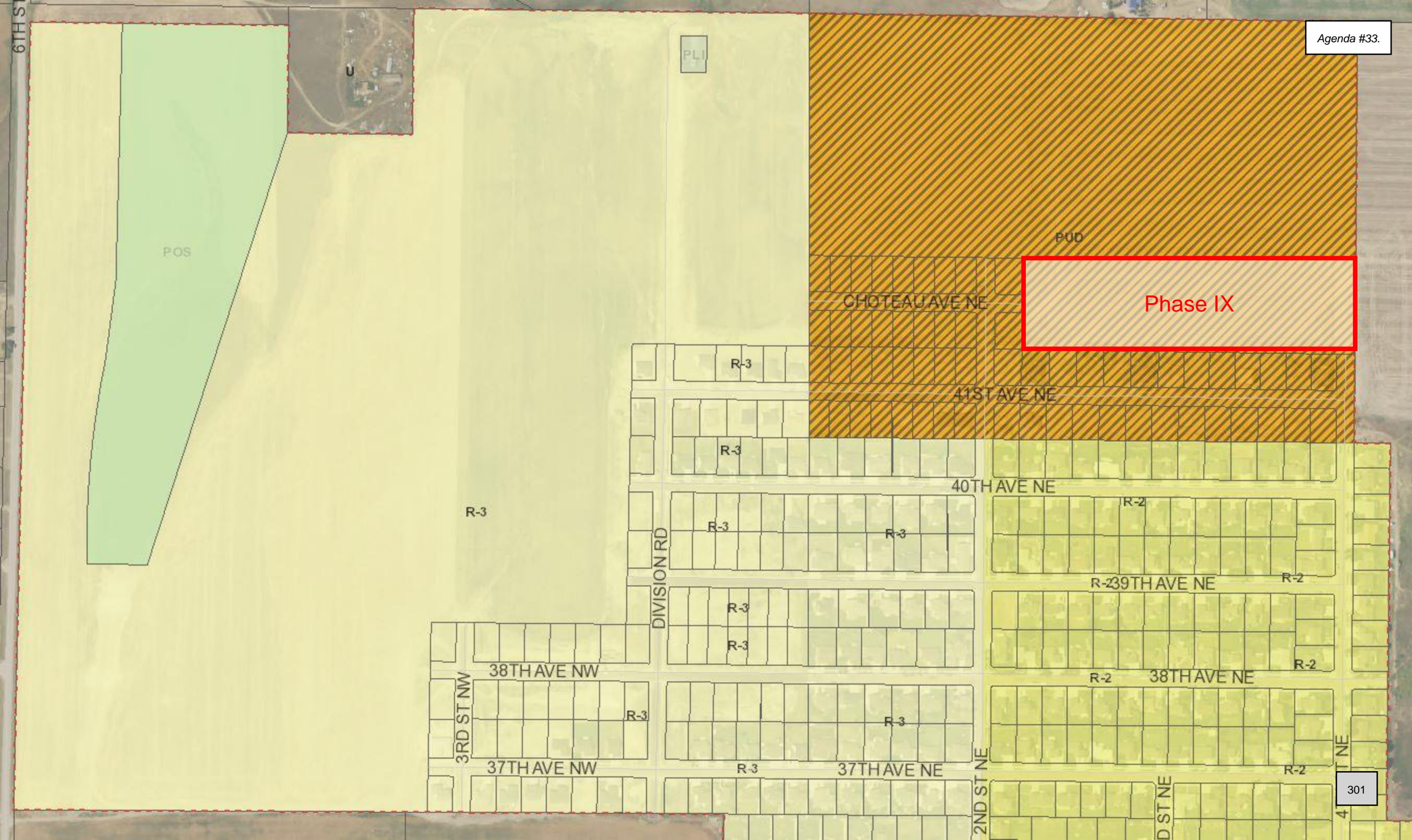
4TH ST NE

DIVISION RD

3RD ST NW

2ND ST NE

6TH ST NW



FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT

Preliminary Plat of West Ridge Addition, Phase IX, of Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT

(PREPARED IN RESPONSE TO 76-3-808(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities:

The subject property was used for land crop production prior to annexation. The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder's office on September 3, 2015, record # R0311745 GFA, allowed current agricultural uses to continue on the portions of the subject property that are not being actively developed in Section 21. The Supplement to the Improvement Agreement for West Ridge Addition, which will supplement the original agreement, will also allow current agricultural uses to continue on the portions of the subject property that are not being actively developed. Agricultural use in the immediate vicinity has decreased due to residential development. There is not an agricultural water user facility in the area that the proposed development will impact. The subject property is in the City limits in a developing neighborhood, and the subdivision does not interfere with agricultural operations in the area.

Effect on Local Services:

Lots in the subdivision will receive service from extended public water and sewer mains through the proposed public rights-of-way from the existing mains from the previous phase. All service lines for water and sanitary sewer will be stubbed to the property line of all proposed lots. The City has installed a lift station and force main to provide sanitary sewer service to the overall West Ridge development and a larger surrounding area, including Thaniel Addition. To compensate the City for these improvements, the Owner will continue to pay the City, per the 2015 Improvement Agreement, a per lot proportional share for each remaining subdivision phase. The Owner is also responsible to pay a storm drain fee for each phase in the amount of \$250 per acre. The occupants of the residences within the subdivision will pay regular water and sewer charges.

This subdivision is receiving law enforcement and fire protection service from the City of Great Falls. The nearest fire station is +/-2 miles away from Phase IX. Phase IX includes the completion of Chateau Avenue from 2nd St NE to 4th St NE. This will create two points of access for emergency services that were not existing for this road previously. Providing these services to the subdivision is expected to be a manageable cost to the City, and increased tax revenues from improved properties will assist with increased costs.

The Owner agrees to construct roadways for each phase as required for circulation through the development. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. Construction of Chateau Avenue and 4th St NE shall include curb and gutter. Boulevard style sidewalks will be the responsibility of individual property owners.

Because the subdivision is the latest phase of a previously approved development project and the proposed development will comply with all utility and roadway requirements, there are no negative impacts on local services.

Effect on the Natural Environment:

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision primarily flows to the northwest of the subject property, with a smaller portion flowing due north. The original agreement for the West Ridge and Thaniel Additions required a regional stormwater detention facility to be constructed to serve the subdivisions. The Owner has approached the City to construct a permanent stormwater detention pond onsite that will be private to treat just the West Ridge Addition. Details on this facility have been included in the Supplement Improvement Agreement including requirements for the pond as well as the maintenance of the private facility. If the onsite facilities are designed, constructed, and maintained to address City requirements, erosion and flooding impacts to downstream properties will be minimized.

Effect on Wildlife and Wildlife Habitat:

The subdivision creates the northernmost edge of the City limits. There is existing development to the east and south, and this is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl. This subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety:

Based on available information, the subdivision is not subject to abnormal potential natural hazards such wildfire, avalanches or rockslides; however, the drainage basin in which the subject property is located has experienced flooding in the past. Installation of effective storm drainage facilities as reviewed and approved by the City Public Works Department and MDEQ can prevent a reoccurrence of said flooding events.

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

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

EASEMENT FOR UTILITIES

The developer shall provide necessary utility easement to accommodate water mains, sanitary sewer mains, storm water mains, and private utilities to serve all lots of the subdivision.

LEGAL AND PHYSICAL ACCESS

The grid pattern established by the adjacent neighborhoods and previous phases will be continued on to the subject property. The Owner agreed in a previous phase to the dedication and installation of

Choteau Avenue NE. This street as well as 4th St. NE are public right-of-ways maintained by the City of Great Falls after construction is completed and after final acceptance of the improvements by the City.

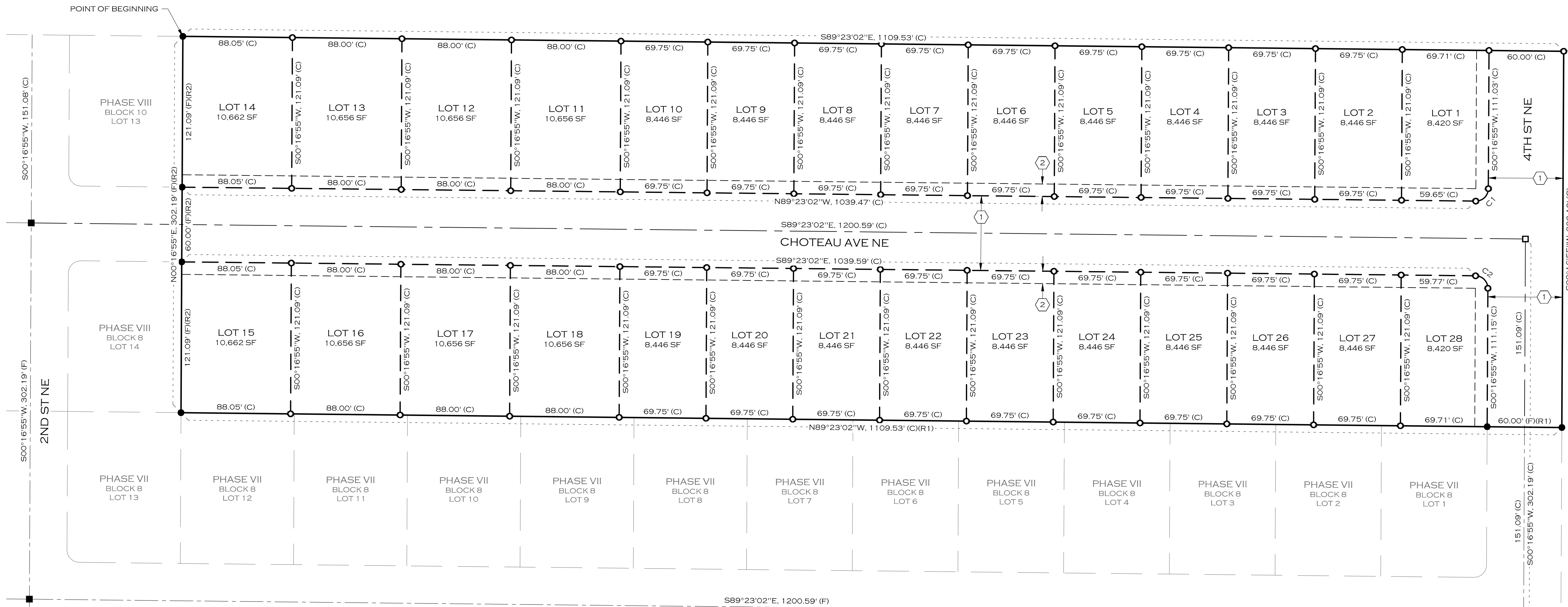
PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2

A MINOR SUBDIVISION OF PERETTI ADDITION TRACT 2, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

OWNER OF RECORD:
WEST RIDGE DEVELOPMENT, INC.

SUBDIVIDER:
WEST RIDGE DEVELOPMENT, INC.

TOTAL SUBDIVISION AREA:
7.69 ACRES (GROSS & NET)



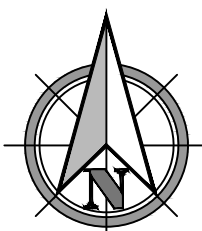
LEGEND

---	PHASE IX EXTERIOR BOUNDARY
---	PHASE IX LOT BOUNDARY
---	ROAD CENTERLINE PER THIS PLAT
---	EASEMENT AS DESCRIBED
---	ADJOINING PARCEL BOUNDARY
---	ROAD CENTERLINE PER WEST RIDGE ADDITION, PHASES VII & VIII
---	FOUND STREET MONUMENT MK'D "KENDALL"
---	FOUND ALUMINUM CAP MK'D "KENDALL 18576"
---	SET STREET MONUMENT MK'D "KENDALL"
---	SET 3/8" X 24" REBAR WITH ALUMINUM CAP MK'D "KENDALL 18576"
---	FOUND
(C)	CALCULATED OR SET
(R1)	RECORD - PLAT OF WEST RIDGE ADDITION, PHASE VII
(R2)	RECORD - PLAT OF WEST RIDGE ADDITION, PHASE VIII

CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	10.00'	15.77'	090°20'03"
C2	10.00'	15.65'	089°39'57"

KEY NOTES:

- (1) 60' ACCESS EASEMENT
(2) 10' UTILITY EASEMENT



0 50 100
IN FEET

BASIS OF BEARING:
MONTANA STATE PLANE - 2500
GRID NORTH - GROUND DISTANCES

VERTICAL DATUM
NAVD88

CERTIFICATE OF COUNTY TREASURER

I, DIANE HEIKILA, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY PURSUANT TO 76-3-207(3), M.C.A. THAT ALL REAL PROPERTY TAXES ASSESSED AND LEVIED ON THE LAND DESCRIBED HEREIN HAVE BEEN PAID.

BY DIANE HEIKILA, TREASURER DATE _____
CASCADE COUNTY

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, PAUL SKUBBINA, PUBLIC WORKS DIRECTOR FOR THE CITY OF GREAT FALLS, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT AND THE SURVEY THAT IT REPRESENTS, AND I FIND THE SAME CONFORMS TO THE REGULATIONS GOVERNING THE PLATTING OF LANDS AND TO PRESENTLY PLATTED ADJACENT LAND, AS NEAR AS CIRCUMSTANCES WILL PERMIT AND I DO HEREBY APPROVE THE SAME.

BY PAUL SKUBBINA, PUBLIC WORKS DIRECTOR DATE _____
CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF GREAT FALLS PLANNING BOARD

WE, THE UNDERSIGNED, PETER FONTANA, PRESIDENT OF THE SAID GREAT FALLS PLANNING BOARD, GREAT FALLS, CASCADE COUNTY, MONTANA, AND CRAIG RAYMOND, SECRETARY OF SAID GREAT FALLS PLANNING BOARD, DO HEREBY CERTIFY THAT THE ACCOMPANYING AMENDED PLAT OF GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, HAS BEEN SUBMITTED TO THE SAID GREAT FALLS PLANNING BOARD FOR EXAMINATION BY THEM AND WAS FOUND BY THEM TO CONFORM TO LAW AND WAS APPROVED AT A MEETING HELD ON THE _____ DAY OF _____, 2021.

BY DAVID BERTULSON DATE _____
CHAIR, GREAT FALLS PLANNING BOARD

BY CRAIG RAYMOND DATE _____
SECRETARY, GREAT FALLS PLANNING BOARD

CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, FOUND THAT NO CASH DONATION OR DEDICATION OF ANY PARK OR PLAYGROUND IS REQUIRED IN THE PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2, LOCATED IN THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH SECTION 76-3-621(3), M.C.A.

BY GREGORY T. DOYON, CITY MANAGER DATE _____
CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF ADEQUATE STORM WATER DRAINAGE & MUNICIPAL FACILITIES

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND DISPOSAL OF SEWAGE AND SOLID WASTE ARE AVAILABLE TO THE ABOVE DESCRIBED PROPERTY, NAMELY THE SAID FACILITIES OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THIS CERTIFICATE IS MADE PURSUANT TO SECTION 76-4-127, M.C.A. AND UNDER THE PROVISIONS OF 76-4-125(1)(b), M.C.A., PERMITTING THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA TO RECORD THE ACCOMPANYING PLAT.

BY GREGORY T. DOYON, CITY MANAGER DATE _____
CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF CITY COMMISSION

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THIS PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2 WAS DULY EXAMINED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 2021.

BY GREGORY T. DOYON, CITY MANAGER DATE _____
CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF SURVEYOR

I, JAMES S. KENDALL, A LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PERFORMED THE SURVEY SHOWN ON THE ATTACHED PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2 LOCATED IN THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN THEREON, AS PER ARM 24.183.11(1)(i)&(j); DUE TO PLANNED IMPROVEMENT INSTALLATION, THE MONUMENTS NOT IN PLACE AT THE TIME OF FILING, (AS DEPICTED IN THE LEGEND) WILL BE PLACED WITHIN 240 DAYS OF RECORDING THIS SURVEY.

BY JAMES S. KENDALL, PLS DATE _____
MONTANA LICENSE NO. 18576PLS

CERTIFICATE OF OWNERS

WE, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO BLOCKS, LOTS, EASEMENTS, AND STREETS AS SHOWN BY THE ATTACHED PLAT. THE TRACT OF LAND TO BE KNOWN AS THE PLAT OF WEST RIDGE ADDITION, PHASE IX, BEING A PORTION OF TRACT 2 OF PERETTI ADDITION, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, PRINCIPAL MERIDIAN MONTANA, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13 OF BLOCK 10 OF WEST RIDGE ADDITION, PHASE VIII; THENCE, S89°23'02"E, A DISTANCE OF 1109.53 FEET TO A POINT ON THE EASTERLY BOUNDARY OF PERETTI ADDITION TRACT 2; THENCE, S00°16'55"W, A DISTANCE OF 302.19 FEET ALONG SAID BOUNDARY TO A POINT ALONG SAID BOUNDARY; SAID POINT ALSO BEING THE NORTHWEST CORNER OF WEST RIDGE ADDITION, PHASE VII; THENCE N89°23'02"W ALONG SAID BOUNDARY, A DISTANCE OF 1109.53 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF LOT 14 OF BLOCK 8 OF WEST RIDGE ADDITION, PHASE VIII; THENCE, N00°16'55"E ALONG THE EASTERLY BOUNDARY OF WEST RIDGE ADDITION, PHASE VIII, A DISTANCE OF 302.19 FEET TO THE POINT OF BEGINNING, CONTAINING 7.69 ACRES MORE OR LESS.

THE UNDERSIGNED, GRANTOR HEREBY DEDICATES, TO THE CITY OF GREAT FALLS, GRANTEE, THE PUBLIC STREETS AS SHOWN HEREON, WITHOUT LIMITATION, GRANTEE MAY OPERATE, MAINTAIN, REPAIR, AND REBUILD ROADS, DRAINAGEWAYS, RAMPS, SIDEWALKS, CURBS, GUTTERS, CUTS AND OTHER RELATED IMPROVEMENTS.

FURTHERMORE, THIS SURVEY IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO SECTION 76-4-125(1)(b) M.C.A., TO WIT: "AS CERTIFIED PURSUANT TO 76-4-127, TO WIT: "(1) TO QUALIFY FOR THE EXEMPTION SET OUT IN 76-4-125(1)(b), THE CERTIFYING AUTHORITY SHALL SEND NOTICE OF CERTIFICATION TO THE REVIEWING AUTHORITY THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES WILL BE PROVIDED FOR THE SUBDIVISION. FOR A SUBDIVISION SUBJECT TO TITLE 76, CHAPTER 3, THE CERTIFYING AUTHORITY SHALL SEND NOTICE OF CERTIFICATION TO THE REVIEWING AUTHORITY PRIOR TO FINAL PLAT APPROVAL."

FURTHERMORE, FEDERAL, STATE, AND LOCAL PLANS, POLICIES, REGULATIONS AND/OR CONDITIONS OF SUBDIVISION APPROVAL THAT MAY LIMIT THE USE OF THE PROPERTY, INCLUDING THE LOCATION, SIZE AND USE ARE SHOWN ON THE CONDITIONS OF APPROVAL SHEET OR AS OTHERWISE STATED.

FURTHERMORE, BUYERS OF PROPERTY SHOULD ENSURE THAT THEY HAVE OBTAINED AND REVIEWED ALL SHEETS OF THE PLAT AND ALL DOCUMENTS RECORDED AND FILED IN CONJUNCTION WITH THE PLAT AND ARE STRONGLY ENCOURAGED TO CONTACT THE LOCAL PLANNING DEPARTMENT AND BECOME INFORMED OF ANY LIMITATIONS ON THE USE OF THE PROPERTY PRIOR TO CLOSING.

FURTHERMORE, THE UNDERSIGNED HEREBY GRANTS UNTO EACH AND EVERY PERSON, FIRM, OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REMOVAL OF THEIR LINES AND FACILITIES, IN, OVER, UNDER AND ACROSS EACH AREA DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" TO HAVE AND TO HOLD FOREVER.

WEST RIDGE DEVELOPMENT, INC.

STATE OF MONTANA)
COUNTY OF CASCADE) :SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY
OF _____, 2021.

BY AUTHORIZED AGENT
WEST RIDGE DEVELOPMENT, INC.

NOTARY PUBLIC, STATE OF MONTANA

WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955 3600 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9505 • WWW.WOITHENG.COM •	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 2104 DRAWN: CRH/RLO QA: JSK DATE: APRIL 5, 2021 FILENAME: PLAT.DWG SHEET 1 OF 1
	<input type="checkbox"/>	26	21 N	3 E	

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WOTH ENGINEERING, INC.
ENGINEERS & SURVEYORS
402 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406/761-1855
300 O'LEARY STREET, E. • GREAT FALLS, MT 59405 • 406/332-4966
WWW.WOTHENG.COM

JOB #:	2104
DRAWN:	RLO
QA:	SMW
DATE:	4/23/2021

WEST RIDGE PHASE 9 - ADDITIONAL
PRELIMINARY PLAT INFORMATION

EX-A

1 OF 1

EXHIBIT 'A'

ADDITIONAL PRELIMINARY PLAT INFORMATION

STRUTZ KAYLENE M

EAGLES CROSSING INC

43RD AVE NE

FLATHEAD AVE NE

42ND AVE NE

CHOTEAU AVE NE

4TH ST NE

S & L DEVELOPMENT:
PERRETTI ADDITION - TRACT 2
FUTURE WEST RIDGE SUBDIVISION PHASES

PERRETTI JAMES E ETAL:
PERRETTI ADDITION - TRACT 1

EXISTING STORMWATER
POND

EXISTING STORMWATER
INFRASTRUCTURE

PROPOSED TEMPORARY
STORMWATER DIVERSION POND

STORMWATER FLOW

STORMWATER FLOW

STORMWATER FLOW

WEST RIDGE - PHASE 9

WEST RIDGE - PHASE 7

WEST RIDGE - PHASE 8

WEST RIDGE - PHASE 7

COX KENDALL C & MAXIMA S:
THANIEL ADDITION LOT 1A



0 150
IN FEET



March 5th, 2021

David Grosse
City of Great Falls
Planning and Community Development
#2 Park Drive South, Room 112
Great Falls, MT 59403

RE: West Ridge Phase 9 – Subdivision Narrative

David,

The following narrative is intended to better describe the intent and design details of the West Ridge Phase 9 subdivision.

West Ridge Phase 9 is a continuation of West Ridge development located in the southeast 1/4, Section 26, Township 21 North, Range 3 East, P.M.M. City of Great Falls, Cascade County, Montana. Phase 9 will include the continuation of Choteau Ave NE as a 60' public right-of-way from the extents of Phase 8 at 2nd St NE going east to 4th St NE. Phase 9 will create 28 total lots on the north and south side of Choteau Ave NE.

The continuation of Choteau Ave NE and 4th St NE will be constructed per the City of Great Falls Design Standard Drawings. This will include a 35' back-of-curb to back-of-curb street section, concrete curb and gutter, and boulevard style handicap ramps at the northwest and southwest quadrant of Choteau Ave NE and 4th St NE. All proposed right-of-way's will be set up for boulevard style sidewalk for homeowners to construct as lots are sold.

Utility improvements will include the extension of the 8" sewer and water mains that are currently stubbed out to lot 13 and 14 of West Ridge Phase 8 in Choteau Ave NE. The sewer main will route in the corridor of Choteau Ave NE and terminate at the intersection of Choteau Ave NE and 4th St NE. The 8" water main will also route in the corridor of Choteau Ave NE, will connect to the extension of the 8" water main in 4th St NE, and terminate at the northern end of the 4th St NE right-of-way for future development.

Storm drainage will be conveyed similarly to the previous phases of West Ridge. Half of Choteau Ave NE will surface flow to the west and convey to the existing 24" storm main in 2nd St NE. The eastern half of Choteau Ave NE will surface flow to a pond that will be constructed at the northern end of the 4th St NE street termination, similar to the existing storm conditions of that area.

If you have any questions or concerns, please feel free to contact me at (406) 205-1761.

Sincerely,

Woith Engineering, Inc.



Robby Osowski, E.I.



**SUPPLEMENT TO IMPROVEMENT AGREEMENT FOR WEST RIDGE ADDITION, PHASE IX THRU
PHASE XI -OF PERETTI ADDITION TRACT 2, LOCATED IN THE SE ¼ OF SECTION 26, TOWNSHIP
21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this _____ day of _____, 2021, between S&L Development LLC, hereinafter referred to as "Owner", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for Phase IX thru XI of West Ridge Addition, hereinafter referred to as "Subject Properties". The Owner agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Properties. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF). This Agreement supplements and updates the *Improvement Agreement for the West Ridge Addition, Phases VII through XI*, approved on August 18, 2015.

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owner, as required by the City's approval of the subdivision and supporting documents. Generally, this Agreement:

1.1 Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the development of the Subject Properties;

1.2 Insulates the Subject Properties from the impact of changes in the City's zoning regulations, provided that no substantial changes in the development of the Subject Properties are proposed;

1.3 Requires the Owner to guarantee that the agreed-upon improvements contained in this Agreement are made in a timely manner by providing the financial securities, when applicable, required by the Official Code of the City of Great Falls (OCCGF);

1.4 Provides for the inspection and warranty of the required improvements before they are accepted for operation and maintenance by the City;

1.5 Waives protest and appeal by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;

1.6 Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;

1.7 Provides for reimbursements to the Owner when neighboring properties that benefit from certain improvements made by the Owner are developed;

1.8 Embodies certain conditions that are imposed by the City upon approval of the subdivision of the Subject Properties in order to facilitate their enforcement; and

1.9 Indemnifies the City from challenges to its approval of the subdivision of the Subject Properties and holds it harmless from errors and omissions in the approval and oversight of the improvements relating to development of the Subject Properties.

2. Duration. The term of this Agreement begins at the date here above written and with the exceptions stated below, ends at the time the warranty required by Section 12 of this Agreement on the required improvements installed by the Owner, expires and the funds securing that warranty are released.

2.1 If Work Does Not Begin. This Agreement may be amended if final construction plans for the Development are not submitted for approval within three years of the date of the City Manager's signature on this Agreement.

2.2 Failure to Build. The Owner's failure to complete improvements in accordance with the final construction plans may result in the City retaining the security required in Section 13 of this Agreement. It may also void this Agreement and the vested rights established by Section 9, below.

2.3 Failure to Pay. The Owner's failure to make timely payment of its share of any of the off-site improvements listed in Section 11, below, voids the Agreement and the vested rights established by Section 8. It may also result in the City attempting to collect the amount due by any lawful means.

3. Supporting Documents. Each of the following supporting documents is to be submitted for review and approval by the City.

3.1 Preliminary Plat. This Agreement is based on the preliminary plat for each phase and accompanying materials approved by the City Commission. Changes in the plat and the accompanying materials are governed by Section 4 of this Agreement. To remain valid, the preliminary plat must be periodically renewed because Mont. Code Ann. §76-3-610, requires that preliminary plat approval be for no more than three years. The Owner understands and agrees that it must submit a letter to the Administrator requesting renewal of the preliminary plat at least 90 days before the third anniversary of this Agreement, and then again, before every third anniversary until this Agreement expires. The preliminary plat may also be renewed if and when an amendment is approved.

3.2 Final Plat. The final plat of each phase of West Ridge Addition is to be filed on record in the Clerk and Recorder's Office of Cascade County, Montana, upon approval by the City of Great Falls.

3.3 Construction Documents. Engineering drawings, specifications, reports and cost estimates (preliminary and final), prepared for the Subject Properties, consisting of documents for, but not limited to the public sanitary sewer, water, storm drain, and street improvements. Construction documents shall be designed in compliance with the City's Standards for Design and Construction Manual.

3.4 As Built Drawings. "As Built" reproducible 4 mil mylar drawings and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City of Great Falls; and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City of Great Falls office upon completion of the construction.

3.5 Legal Documentation. Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the authority and responsibilities of owners relating

to the Subject Properties, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

4. Changes. The Owner understands that failure to install required improvements in accordance with the final construction plans approved for the development of the Subject Properties is a breach of, and may void, this Agreement. The Owner also understands that such failure is a violation of the OCCGF and is subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this improvement agreement) is hereby authorized to allow minor changes to approved plans, as provided below:

4.1 Minor Changes. Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Properties, can be made as follows:

4.1.1 Before making changes, the Owner must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within ten (10) business days of receipt of the revised plans.

4.1.2 Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the subdivision of the Subject Properties or the OCCGF.

4.1.3 Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.

4.1.4 Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. Owner must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

4.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. "Substantial Change" versus "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

4.2.1 A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator; changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

5. Fees. The Owner understands that it is required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with the Subject Properties shall not constitute a waiver by the City.

5.1 Recording Fees. The Owner is responsible for all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

5.2 Sanitary Sewer Lift Station. The City has installed a lift station and force main to provide sanitary sewer service to the overall West Ridge development and a larger surrounding area. To compensate the City for these improvements, the Owner will continue to pay the City, per the 2015 Improvement Agreement, a per lot proportional share for each remaining subdivision phase thirty (30) days after the approval of the final plat of each phase.

5.3 Storm Drain Fee. The Owner is responsible to pay a storm drain fee for each phase in the amount of \$250 per acre for the Subject Properties. The total storm drain fee is to be paid to the City no later than thirty (30) days after City Commission action on the final plat.

5.4 Park Fee in Lieu of Land Dedication or Parkland Dedication. A Park Fee in lieu of a parkland dedication is required and shall be based on the 11% State statutory requirement as applied to a current appraisal of the undivided, undeveloped value of the acreage included in the Development that is prepared by a licensed real estate appraiser and submitted by the Owner along with the final plat for the current phase of the Development. This payment will be due and payable within 30 days after the final plat for the current phase of the Development is approved by the City Commission, and before any permits, including the construction of streets and trenching for utilities, are issued. Additionally, a Park Fee is still required to be paid by the Owner for Phase VIII of the Development, by xx, 2021. Such fee shall be calculated and collected in the same manner for each phase of the Development.

5.5 Engineering Inspections. The Owner is responsible to pay all applicable engineering-inspector fees established by Resolution of the City of Great Falls or its successors. Billing is to be monthly and to include all time sheets and inspection logs. Billing will not include any prior completed phases.

5.6 Permit Fees. The Owner is responsible to pay all applicable planning and building permit fees established by Resolution of the City Commission of the City of Great Falls which are in effect at the time of the application for permit.

5.7 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be paid at the times of tapping and connections.

5.8 Application Fees. In addition to the fees outlined above, application fees are to be paid by the Owner for the preliminary plat and for the final plat of each phase.

6. Site Conditions. The Owner warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. The Owner

further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Development will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions.

7. Permits. This Agreement must be approved by the City Commission and signed by the City Manager and the Owner before permits for any work will be approved, including, but not limited to, grading for streets or trenching for the installation of utilities.

8. Vested Rights. The approval of this Agreement by the City creates a vested right that protects the Owner from changes in the zoning regulations of Title 17 of the OCCGF until this Agreement expires, as provided in Section 2 of this Agreement. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owner from changes after approval of this Agreement in the City's building codes and fees, development fees, and inspection fees, nor does this vested right exempt the Owner from compliance with subsequent changes to state and federal requirements. This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the approved final construction plans for the Subject Properties.

9. Required Public Improvements. The public improvements required for the development of the Subject Properties shall be installed as shown on the final construction plans that are submitted to and approved by the City of Great Falls prior to issuance of Certificates of Occupancy. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 13. Any reimbursements owed to the Owner for the installation of public improvements are outlined in Section 14.

9.1 Water. The Owner hereby agrees to extend a public water main through the proposed public right-of-way from the existing main in each phase of development. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. All water service lines shall be stubbed to all lots shown on the final plat during construction of public improvements. Changes to lot configuration shall require the Owner to dig up and abandon un-needed service lines at the main and rebuild the effected street section at the Owner's expense. Any portion of the water main located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement, the location of which shall be approved by the City. The improvement is to be owned and maintained by the City upon completion.

9.2 Sanitary Sewer. The Owner hereby agrees to extend a public sanitary sewer main through the proposed public right-of-way from the existing main in each phase of development. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. All sewer service lines shall be stubbed to all lots shown on the final plat during construction of the public improvements. Changes to lot configuration shall require the Owner to dig up and abandon un-needed service lines at the main and rebuild the effected street section at the Owner's expense. Any portion of sewer main located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City upon completion.

9.3 Roadways. The Owner agrees to construct roadways for each phase as required for circulation through the development. Design and installation shall be consistent with City standards and

submitted plans approved by the City of Great Falls. Construction of this street shall include curb and gutter. All street improvements are to be owned and maintained by the City upon completion.

9.4 Stormwater. The Owner agrees to extend and construct new stormwater pipe consistent with City standards and submitted plans approved by the City of Great Falls to convey stormwater from the Development to the on-site private stormwater pond. Pipe size and all other construction specifications shall comply with City standards and submitted plans approved by the City of Great Falls. Any portion of storm main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. Only the stormwater pipe improvement is to be owned and maintained by the City upon completion.

10. On-Site Improvements. The on-site improvements required prior to a Certificate of Occupancy being issued for any structure built upon the Subject Properties shall include everything required to provide water, sanitary sewer, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, and access, and other improvements as may be required by the OCCGF. Access for purposes of emergency vehicles shall be installed to the City specifications prior to the issuance of any building permits for the Subject Properties. Sidewalk installation will be the responsibility of the owner of each individual lot and will be installed before issuance of Certificates of Occupancy. All on-site improvements will be installed at the Owner's expense, in accordance with the requirements of the OCCGF and this Agreement.

10.1 Stormwater Management. The Owner understands and agrees that the stormwater management facilities needed to detain and treat runoff from the Development are not currently in place, and that the City cannot lawfully approve the Development without a plan for the design construction, and maintenance of the necessary facilities.

10.2 On-site Permanent Stormwater Management. The Owner agrees to install on-site stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls and subject to a Stormwater Maintenance Agreement. Stormwater quantity and quality control measures must comply with current standards of the City of Great Falls Storm Drainage Design Manual. The Stormwater Maintenance Agreement which will be entered into by both parties is required to address all maintenance of the permanent facilities including all responsibilities if the ownership of the pond is transferred.

10.3 On-site Permanent Stormwater Management – Water Quantity and Quality. The proposed permanent stormwater pond is required to be sized with each phase based on the drainage area including the public rights-of-way. Alterations to the pond may be required through each phase based on this requirement.

The chosen storm water quality controls must adhere to code section Title 17 Chapter 52 - STORMWATER MANAGEMENT. The provisions contained in this chapter are adopted to comply with the requirements contained in the General Permit for Storm Water Discharge Associated with Small Municipal Separate Storm Sewer System (MS4) issued by the Montana Department of Environmental Quality to the City of Great Falls, most recent edition, and the City of Great Falls Storm Design Manual, June 1990, as amended. Specifically, the BMP (pond) must be designed to infiltrate, evapotranspire,

and/or capture the post-construction runoff generated from the first 0.5" of rainfall from a 24-hour storm.

The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls. Additionally, for all on-site stormwater management facilities, an enforceable operation and maintenance agreement is required to be submitted by the Owner to ensure that all private stormwater control measures function properly.

11. Off-Site Improvements. This section includes improvements that will be paid for, at least in part, by the Owner, but that will also serve other properties.

11.1 Major Streets. The Owner understands and agrees that the arterial and collector street capacity that will ultimately be needed to serve the Development is not currently in place. As outlined in the 2015 Agreement, the Owner is still required to build the full section of that segment of 43rd Avenue NE that is included in the overall West Ridge Development to a collector standard rather than as a local street. The Owner may also, with the approval of the Administrator and the Director of Public Works, provide land for the off-site extension of 43rd Avenue NE, with the understanding that reimbursement of a portion of the land acquisition costs may be due from beneficiary property owners, as provided by Section 14 of this Agreement, and/or from a special improvement district that is responsible for major street improvements serving the Development and the surrounding area.

12. Warranty, Ownership and Inspection of Public Improvements. The Owner is responsible for the repair or replacement of any faults in the materials or workmanship of the required on-site and off-site public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City retaining 10% of the security required by Section 13 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair, or replacement of any of the required improvements, in which case funds will be held by the City until that dispute is resolved. The release of warranty funds follows the procedure established in Section 13 of this Agreement for the release of securities.

Installation of all public streets, sidewalks, curb ramps, water, sewer, storm drain, and other public improvements installed for the Subject Properties shall be subject to the City's inspection policy in place at the time of installation.

13. Security for Public Improvements. If the Owner chooses not to build the public improvements before approval of the final plat, the Owner shall provide the City with a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount equal to one hundred thirty-five percent (135%) of the costs of the required public improvements.

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 10. Following the final required inspection and City approval of the public improvements, the Director of Public Works shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. If all other improvements relating to the development of the Subject Properties are in compliance with all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the City

Clerk to release the security to the Owner, minus the retained portion to be held in warranty as required by Section 12 of this Agreement.

14. Reimbursements owed to Owner. Except as set forth herein, the City will assist in obtaining initial reimbursements due from other adjacent or benefitted property owners under this Agreement. However the Owner remains responsible for any legal enforcement of the terms of this Agreement against benefitted owners. The Owner shall provide the City with documentation of its actual out-of-pocket costs of the installation of the hereinabove mentioned improvements as well a copy of a current appraisal for the value of the land that is affected within four (4) months after approval and acceptance thereof by the City. Additionally, Owner shall request the City's assistance in reimbursements set forth herein within five (5) years of the City's acceptance of the improvements, said acceptance to be provided via the issuance of an occupancy permit. In the event of Owner's failure to provide the City with said cost data, and request the City's assistance within the five (5) year period from the occupancy permit, the City shall not be obliged to undertake collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of the Owner, its heirs, successors and assigns. Failure of the Owner to provide the City with said cost data and timely request for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein; said failure will affect only the City's obligation to assist in collection thereof.

14.1 Oversizing. The City shall reimburse the Owner the cost difference of any required oversizing of public water main, sanitary main, and storm drain improvements. The amount to be reimbursed shall be determined by the City Engineer's evaluation of the Owner's actual improvement cost for oversizing of the pipe, including fittings and valves. The reimbursement amount shall be based on actual quantity of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.

14.2 Streets. Reimbursements for the costs of the street design, land and construction may be required from the beneficiary parcels. The reimbursement amount shall be based on actual quantity of improvements constructed as well as a current appraisal for the value of the land that is affected. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.

14.3 Regardless of Sale or Division. Future owners of the beneficiary parcels and all owners, present or future, of all parcels resulting from a division of the parcels identified above will be required to reimburse the Owner as provided here before obtaining any permit from the City.

15. Maintenance Districts. Owner hereby agrees to waive its right to protest and appeal the lawful creation by the City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Properties.

16. Park District. Owner acknowledges that the Subject Properties are, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owner acknowledges that property within the Great Falls Park

District Number 1, including the Subject Properties, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

17. Interim Land Use. Agricultural use may continue on those portions of the overall West Ridge Development that are not being actively developed.

18. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this Agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plans review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City's limited review or approval.

The Owner shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that owner's properties described herein. Upon the transfer of ownership of the properties, the prior owner's (whether it is the Owner that signed this Agreement or a subsequent owner) indemnity obligation herein for the transferred properties is released as to that owner and the indemnity obligation runs to the new owner of the properties. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of properties is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the Owner of the property shall apply unless such damage or injury results from the negligence, gross negligence or willful misconduct of the City, its officers, agents, servants and employees.

19. Soil Liability. The Owner and the City recognize that it is the responsibility of buyers, owners and contractors of West Ridge Lots to complete any and all testing, investigations, inspections and/or foundation designs that may be needed. It is also understood that the purchaser/home owner and their contractors are assuming the risk for the soil and subsurface conditions and that S & L DEVELOPMENT LLC, WEST RIDGE DEVELOPMENT INC, its directors, officers, employees, agents, representatives, any of its contractors and The City have no liability for and will be held harmless from any claims arising out of any clay, soil, fill, and/or foundations issues.

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

S&L Development LLC

By: _____

Its: _____

State of _____)
:ss.
County of _____)

On this _____ day of _____, in the year Two Thousand and Twenty, before me, the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of _____

(NOTARIAL SEAL)



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3229 – Ordinance Approving The Façade Program, The Life Safety/Code Compliance Program, And The Environmental Safety Program; Amending The Downtown Urban Renewal Plan For The Downtown Urban Renewal District In Order To Authorize, Approve And Incorporate Thereunder Such Programs; And Authorizing The Great Falls Office Of Planning & Community Development To Provide For The Administration Of Such Programs As Set Forth Therein

From: Craig Raymond, Director, Planning and Community Development

Initiated By: Planning and Community Development

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission approve Ordinance 3229

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3229.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation:

Staff recommends that the City Commission adopt Ordinance 3229.

Background: In 2012, the City Commission adopted the Downtown Urban Renewal Plan (DURP). The creation of the DURP was the result of the development and adoption of the Downtown Master Plan. The Downtown Master Plan (DMP) provides a blueprint for the revitalization and redevelopment of Downtown, and recommended the creation of an Urban Renewal District that utilizes Tax Increment Financing to help fund public improvements called out within the DMP and the City’s Growth Policy.

Several Great Falls citizens as well as vested interest groups including the Business Improvement District, the Downtown Great Falls Association, Chamber of Commerce, Great Falls Development Authority and

the Downtown Development Partnership have increasingly expressed concern that the City has not been more progressive in allowing for expanded opportunities to utilize TIF funds for revitalization, code compliance and safety projects on private property within the downtown area. Historically, the City of Great Falls has taken a somewhat cautious and conservative approach in favor of funding revitalization through improvement of public utilities, infrastructure and supporting other organizational and planning initiatives. Recently however, the City Commission, after hearing from the business community, has expressed an interest in learning about and supporting an expanded Downtown Urban Renewal Plan with the intent of decreasing blight, promoting public safety and increasing the vitality of the Downtown Urban Renewal Area. Based on a City Commission stated initiative and continued public support, Planning & Community Development staff have worked with Joan Redeen of the Business Improvement District, Kellie Pierce of the Downtown Great Falls Association, Brett Doney of the Great Falls Development Authority as well as the City's outside counsel Erin McCrady of Dorsey Whitney, LLC, to produce drafts of three distinct improvement programs intended to encourage and support public safety, blight elimination and increased code compliance in the historic Downtown Urban Renewal Area. In other words, authentic and enduring revitalization of not only private property but also of the public realm.

Proposed Amendment:

Not only did the Downtown Master Plan identify the need for an Urban Renewal District Plan, it also identified the desire for preserving, restoring, and reusing Downtown's historic buildings and sites as an objective to meet the goal of enhancing Downtown aesthetics. In support of that goal, the City Commission recently approved a DURP amendment specifically targeting the restoration of the Civic Center façade. Taking that successful amendment a significant step further, the proposed Downtown Urban Renewal Area Façade Program opens up TIF financing to potentially assist in the financing of many more façade renovation efforts. The program provides for up to a \$50,000 reimbursement per project for eligible façade renovation activities.

The Life Safety Code Compliance Program is designed to stimulate increased public safety and handicap accessibility improvement projects. Due to the historic nature of the downtown building inventory, many buildings are rife with building and fire code violations as well as features that impede the use and enjoyment of services and activities for those with physical and mobility impairments. The total reimbursement available for each requested project under the Life Safety Code Compliance Program is \$25,000.

The Environmental Safety Program works toward the elimination of blight based upon the principles of Crime Prevention Through Environmental Design (Environmental Safety) and other safety and security design principles. Environmental Safety is a set of design principles used to discourage crime and promote building security. It can also be used to create inviting and safe public spaces where people can gather and socialize. The total reimbursement benefit for each project is \$5,000.

At this time, the total proposed amount to fund these programs is \$500,000 annually. The remaining balance of annual TIF increment earned will either be utilized to cover bond debt payments (for example, the Civic Center façade project) or left in the account for utilization outside of the three new programs in the existing Downtown Urban Renewal Plan. The current balance in the Downtown TIF is just over \$2 million, so there is adequate funding to support both the new programs as well as more traditional infrastructure needs in the downtown area. Although each program is designed to promote distinct activities, applicants can simultaneously apply for TIF reimbursements through all three programs to subsidize one project. The total aggregate amount that can be approved for an individual property is \$80,000 for one project every 15 years. One additional and important element of each program is the

recognition that special and unique high impact projects present themselves from time to time. The end result of these projects not only creates job growth within the business itself but also tend to create significant spin-off development and activity in the area in which the project is located. As such, these programs leave the City Commission with the flexibility to approve reimbursements which exceed the normal limits within the programs provided there are sufficient funds in the TIF account to do so. All other projects that fall within the program reimbursement limits will be processed by P&CD staff and final funding decisions will be rendered by the P&CD Director or Deputy P&CD Director as may be necessary from time to time.

Concurrences:

The Planning and Community Development Department has coordinated with the City Commission, interested downtown interest groups as well as the City's outside legal counsel from Dorsey & Whitney LLP throughout the process. The Planning Advisory Board considered the matter on May 25, 2021 and voted to approve the finding that the proposed amendment was consistent with the City of Great Falls 2013 Growth Policy. The Downtown Development Partnership met on May 26, 2021 and voted unanimously to recommend approval of the amendment to the City Commission.

Fiscal Impact:

While there is no direct fiscal impact with the adoption of the amendment of the Downtown Urban Renewal Plan, the amendment will provide an opportunity to utilize Downtown Tax Increment Financing funds to attain goals that will ultimately result in an increased tax base and economic growth.

Alternatives:

The City Commission could vote to deny Ordinance 3229 if there is a desire to amend the programs further prior to final action. The City Commission may also elect to not support expanded programs in favor of support for the existing DURP.

Attachments/Exhibits:

Ordinance 3229

2020 Downtown Urban Renewal Plan Update

2021 Downtown Urban Renewal Area Façade Program

2021 Downtown Urban Renewal Area Life Safety/Code Compliance Program

2021 Downtown Urban Renewal Area Environmental Safety Program

Downtown Urban Renewal/TIF District Map

CERTIFICATE AS TO ORDINANCE AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached ordinance is a true copy of an ordinance entitled: "ORDINANCE APPROVING THE FAÇADE PROGRAM, THE LIFE SAFETY/CODE COMPLIANCE PROGRAM, AND THE ENVIRONMENTAL SAFETY PROGRAM; AMENDING THE DOWNTOWN URBAN RENEWAL PLAN FOR THE DOWNTOWN URBAN RENEWAL DISTRICT IN ORDER TO AUTHORIZE, APPROVE AND INCORPORATE THEREUNDER SUCH PROGRAMS; AND AUTHORIZING THE GREAT FALLS OFFICE OF PLANNING & COMMUNITY DEVELOPMENT TO PROVIDE FOR THE ADMINISTRATION OF SUCH PROGRAMS AS SET FORTH THEREIN" (the "Ordinance"), on file in the original records of the City in my legal custody; that the Ordinance was duly presented for first reading by the City Commission of the City at a regular meeting on June 1, 2021, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Ordinance has not as of the date hereof been amended or repealed.

WITNESS my hand and seal officially this 6th day of July, 2021.

(SEAL)

Lisa Kunz, City Clerk

I further certify that the Ordinance was duly adopted on second reading by the City Commission of the City at a regular meeting on July 6, 2021, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Ordinance has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this 6th day of July 2021.

(SEAL)

Lisa Kunz, City Clerk

ORDINANCE 3229

ORDINANCE APPROVING THE FAÇADE PROGRAM, THE LIFE SAFETY/CODE COMPLIANCE PROGRAM, AND THE ENVIRONMENTAL SAFETY PROGRAM; AMENDING THE DOWNTOWN URBAN RENEWAL PLAN FOR THE DOWNTOWN URBAN RENEWAL DISTRICT IN ORDER TO AUTHORIZE, APPROVE AND INCORPORATE THEREUNDER SUCH PROGRAMS; AND AUTHORIZING THE GREAT FALLS OFFICE OF PLANNING & COMMUNITY DEVELOPMENT TO PROVIDE FOR THE ADMINISTRATION OF SUCH PROGRAMS AS SET FORTH THEREIN

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

Section 1. Recitals.

1.01. Pursuant to Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), and Ordinance 3088, adopted by the Commission on May 15, 2012, and as further amended and supplemented pursuant to Ordinance No. 3222, adopted by the Commission on October 6, 2020 (collectively, the “Ordinance”), the City has created the Downtown Urban Renewal District (the “District”) as an urban renewal area and approved the Downtown Urban Renewal Plan (the “Plan”) as an urban renewal plan for the District. The Plan provides for the segregation and collection of tax increment revenues with respect to the District in accordance with the provisions of the Act.

1.02. Pursuant to the Act, the City has the power to formulate and coordinate “workable programs” for utilizing private and public resources in order to encourage needed rehabilitation in the District, including voluntary or compulsory repair and rehabilitation of buildings and other improvements. Such programs may be implemented in order to: (i) eliminate and prevent the development or spread of blighted areas; (ii) encourage needed urban rehabilitation; (iii) provide for the redevelopment of such areas; or (iv) undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such programs. Such programs may include, without limitation, provision for the rehabilitation of blighted areas or portions thereof by encouraging voluntary rehabilitation and compelling the repair and rehabilitation of deteriorated or deteriorating structures, and the redevelopment of blighted areas of portions thereof. The Act further authorizes the City to use tax increment revenues to pay for costs of or incurred in connection with such programs.

1.03. The City has developed the following “workable programs” for the District, the primary objectives of which are the elimination and prevention of blight in the District and the redevelopment of the Downtown core by encouraging voluntary repair of existing commercial property within the District and providing for the undertaking of specific improvements and measures with respect thereto (collectively, the “TIF Programs”), which program materials and guidelines are attached hereto and made a part hereof:

Façade Improvement Program

Life Safety/Code Compliance Program

Environmental Safety Program

1.03. The TIF Programs provide for the grant of subsidies payable from tax increment (as defined in the Act) revenues of the District, subject to the terms and conditions of the applicable TIF Program. Grants under the TIF Programs will be awarded based upon review of an Applicant's compliance with program objectives and eligibility requirements, as provided under the TIF Programs.

1.04. The Act provides that a municipality may amend an urban renewal plan by ordinance pursuant to the procedures set forth in Sections 7-15-4212 through 7-15-4219 of the Act. On June 1, 2021, the Commission declared its intention to approve the TIF Programs and amend the Plan in order to authorize, approve and incorporate the TIF Programs thereunder as "workable programs" for the District in accordance with the Act.

Section 2. Findings. The Commission hereby finds as follows:

- (a) no persons will be displaced from their housing by the TIF Programs;
- (b) the Plan, as amended to incorporate the TIF Programs, conform to the City's Growth Policy adopted in accordance with Title 76, Chapter 1;
- (c) the Plan, as amended to incorporate the TIF Programs, will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise; and
- (d) a sound and adequate financial program exists for the financing of the costs of the TIF Programs using tax increment revenue of the District.

Section 3. Approval of TIF Programs and Amendment of Plan. This Commission hereby approves, ratifies and confirms the TIF Programs and amends the Plan in order to authorize, approve and incorporate the TIF Programs thereunder as "workable programs" for the District in accordance with the Act. All actions of this Commission heretofore taken with respect to the TIF Programs, to the extent not inconsistent herewith, are hereby ratified and confirmed.

Section 4. Delegation of Authority to City Planning Office; Budgetary Allocations. The City's Office of Planning & Community Development is hereby delegated authority to administer the TIF Programs as set forth therein, including the award and payment of grants thereunder in accordance with the budgetary caps provided therein. For the fiscal year commencing July 1, 2021, the City allocates tax increment revenues of the District for grants under and pursuant to the TIF Programs in the aggregate amount of \$500,000. For each subsequent fiscal year, the City's Office of Planning & Community Development will make an annual request to the Commission with respect to allocation of tax increment revenues for grants

under and pursuant to the TIF Programs. Notwithstanding the foregoing, the Commission reserves the right and discretion, upon the demonstration of extraordinary circumstances, to (1) approve grants in excess of the TIF Program budgetary caps and/or (2) approve grants in excess of such annual allocations.

Section 5. Modification of TIF Programs. The TIF Programs may be modified by the Commission if it determines by Resolution that an adjustment to the TIF Programs is required and in the best interest of the City.

Section 6. Effect. This Ordinance shall take effect from and after 30 days of its passage by the Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading June 1, 2021.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading July 6, 2021.

Bob Kelly, Mayor

Attest:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3229 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

CITY OF GREAT FALLS

Amended and Restated Downtown Urban Renewal Plan



October 2020

Introduction:

The City of Great Falls has embarked on an ambitious program to revitalize downtown Great Falls. In October 2011 the Great Falls City Commission unanimously adopted the Downtown Master Plan (DMP). Referenced throughout the 2013 Growth Policy Update, the DMP serves as the guiding policy document for downtown. The DMP provides a strategically focused, goal driven “blueprint” for the future growth and development of downtown. The DMP creates a vision and outlines strategies, actions, partnerships and timeframes that will facilitate the redevelopment of a regional destination.

The 82 strategies within the DMP are each designed to capitalize on downtown’s assets and proactively address downtown’s issues. The strategies all seek to create a downtown that has a balance of amenities, housing and transportation options, goods and services and cultural, entertainment and educational opportunities.

The DMP recommends the creation of an Urban Renewal District that utilizes Tax Increment Financing (TIF) to fund public improvements recommended in the DMP in an effort to revitalize Downtown Great Falls. The proposed Downtown Urban Renewal District (DURP) will be the third urban renewal district established in the City of Great Falls. The Central Place Revitalization Urban Renewal Program, established in 1977, has since expired while the West Bank Urban Renewal District, established in 2006 is currently operational.

The Downtown Urban Renewal District and TIF funds generated through the improvements to property in the district are anticipated to be the primary funding sources to implement the recommendations of the DMP. Previous urban renewal districts in the City have been successful in redevelopment and revitalization efforts. It is the hope of the City of Great Falls and the Downtown stakeholders that this urban renewal district will yield the same positive results.

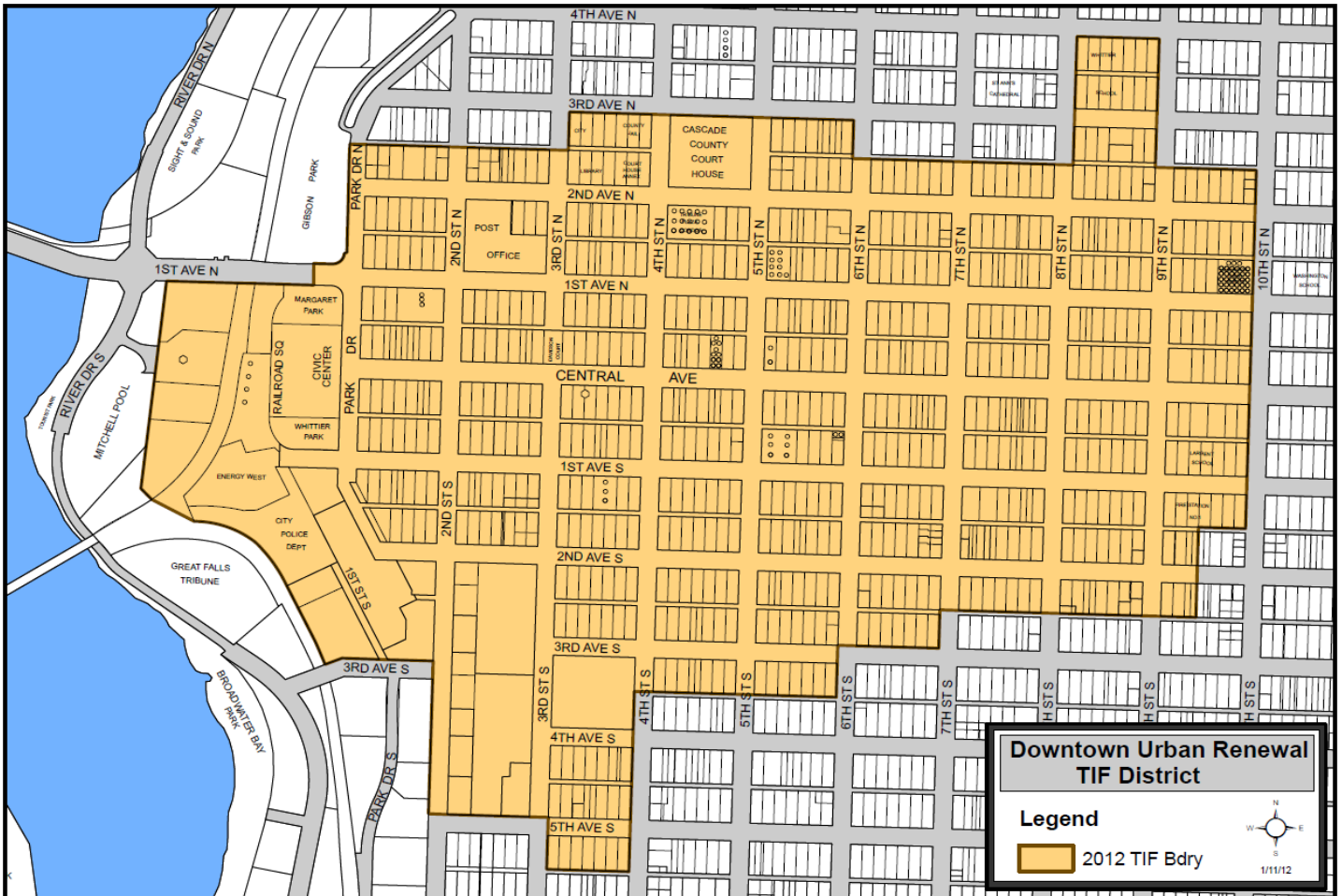
Amended and Restated Downtown Urban Renewal District Plan

Legal Description of the District:

Beginning at a point that is the southeast corner of Lot 1, Block 11, of the Broadwater Bay Business Park; thence south across 3rd Ave So to the northeast corner of Lot 6, Block 9, of the Broadwater Bay Business Park; thence south along the west right of way line of 2nd St So to a point that is directly west of the southwest corner of Lot 8, of the Amended Plat of Block 453, of the Great Falls Original Townsite (GFOT); Thence east across 2nd St So to the southwest corner of Lot 8, of the Amended Plat of Block 453, of the GFOT; thence east to the southwest corner of Lot 14, Block 452, of the GFOT; thence south to the southwest corner of Lot 1, Block 455, of the GFOT; thence east to the southeast corner of Lot 7, Block 455, of the GFOT; thence north along the west right of line of 4th St S to a point directly west from the southwest corner of Lot 1, Block 420, of the GFOT; thence east across 4th St So to the southwest corner of Lot 1, Block 420, of the GFOT; thence east to the southeast corner of Lot 7, Block 421, of the GFOT; thence north to the southeast corner of Lot 8, Block 413, of the GFOT; thence east across 6th St So to the southwest corner of Lot 14, Block 412, of the GFOT; thence east to the southeast corner of Lot 8, Block 412, of the GFOT; thence north to the southeast corner of Lot 7, Block 412, of the GFOT; thence east to the southwest corner of Lot 1, Block 411, of the GFOT; thence east to the southeast corner of Lot 3, Block 409, of the GFOT; thence north to the southeast corner of Lot 3, Block 376, of the GFOT; thence east to the southeast corner of Lot 7, Block 376, of the GFOT; thence north along the west right of way line of 10th St N to the northeast corner of Lot 8, Block 258, of the GFOT; thence west to the northeast corner of Lot 8, Block 257, of the GFOT; thence north to the northeast corner of Lot 7, Block 242, of the GFOT; thence west to the northwest corner of Lot 1, Blk 242, of the GFOT; thence south to the northwest corner of Lot 14, Blk 257, of the GFOT; thence west to the northeast corner of Lot 8, Blk 254, of the GFOT; thence north to the northeast corner of Lot 7, Blk 254, of the GFOT: thence west to the northwest corner of Lot 1, Blk 252, of the GFOT; thence south to the northwest corner of Lot 14, Blk 252, of the GFOT; thence west to the northwest corner of Lot 13, Blk 250, of the GFOT; thence continuing west to a point that is located on the west right of way of Park Dr N; thence south along the west right of way of Park Dr N to the corner of Park Dr N and 1st Ave N; thence around a curve to the left to a point of tangent thence continuing west eighty feet along the north right of way of 1st Ave N; thence south on a perpendicular line to the south right of way line of 1st Ave N; thence west along the south right of way line of 1st Ave N to the northwest corner of Lot 5, Blk 13, of the Broadwater Bay Business Park Addition (BBBP); thence southwesterly to the southwest corner of Lot 2, Blk 13, of the BBBP; thence southeasterly to the southeast corner of Lot 2, Blk 13, of the BBBP; thence continuing southeasterly to a point that is the intersection of the north railroad right of way line and the westerly boundary of Mark 22A (City of Great Falls Police Department); thence southeasterly along a curve to the right also being the north railroad right of way line to the southwest corner of Lot 1, Blk 12, of the BBBP; thence easterly along the north right of way line of 3rd Ave S to the point of beginning.

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District Boundary



Amended and Restated Downtown Urban Renewal District Plan

Determination of Blight:

To establish an Urban Renewal District in Montana, it must be found that conditions of blight are present in the area. Section 7-15-4206 (2) MCA defines blight as “an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, that substantially impairs or arrests the sound growth of the city or its environs, that retards the provision of housing accommodations, or that constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential;
- inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
- inappropriate or mixed uses of land or buildings;
- high density of population and overcrowding;
- defective or inadequate street layout;
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- excessive land coverage;
- unsanitary or unsafe conditions;
- deterioration of site;
- diversity of ownership;
- tax or special assessment delinquency exceeding the fair value of the land;
- defective or unusual conditions of title;
- improper subdivision or obsolete platting;
- the existence of conditions that endanger life or property by fire or other causes; or
- any combination of the factors listed in this subsection (2).



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With the adoption of Resolution 9961, the Great Falls City Commission found that the following conditions of blight are present in the District:

The substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential.

Vacancy, underutilization and a lack of maintenance has led to the substantial physical dilapidation and deterioration of a number of buildings within the district. Not only does this affect the aesthetic character of these buildings, and the district it also produces conditions that are unsafe, unsanitary and not conducive to economic development.



Inappropriate or mixed uses of land or buildings.

A large amount of land within the District is currently used as surface parking for automobiles. While a certain amount of parking is necessary to support other uses within the District, surface parking lots are an inefficient use of land in the City's commercial core. This land could potentially be redeveloped as commercial, office, residential or mixed use activities that would improve the vitality of the downtown and increase the taxable value of the District.



The heavy industrial nature of the southwest area of the District is incompatible with the adjacent commercial and retail and residential uses of the area. This area has the potential to be redeveloped in a mixed-use or transitional fashion to provide a key entry corridor into the District.

Defective or inadequate street layout.

Three one-way couplets currently traverse through the district. Multiple studies and analyses conducted across the U.S. indicate that downtown access and circulation, customer parking and property values increase when downtown one-ways are restored to two-way streets. The City of Great Falls conducted and completed a study in April 2013, which resulted in the *Downtown Access, Circulation, and Streetscape Plan*. Although it was never adopted, the study is used as a resource and guide for city staff.

A primary intersection within the district - Park Drive and 1st Avenue N - is unsafe and difficult to navigate for pedestrians. Additionally, the configuration of the intersection produces inefficient conditions for automobiles, especially those making turns at high volume portions of the day.

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Deterioration of site.

Vacant, underutilized or unmaintained buildings and parcels concentrated within specific areas of the district have created pockets of site deterioration throughout the district. The deterioration of sites has often led private investment and development to move to outlying areas of the City and has also slowed redevelopment and infill efforts downtown. If site deterioration is not addressed, the exodus of commercial and residential development will continue and ultimately lead to further deterioration.

The existence of conditions that endanger life or property by fire or other causes.

A number of buildings in the district are in conditions that could potentially endanger life of property. Multiple factors have contributed to these conditions including fire damage, the use of hazardous construction materials, negligence on behalf of a property owner and extended vacancy among others. Buildings that have reached this condition are often the target of graffiti and other forms of vandalism, leading to further deterioration in the district.

Urban Renewal Plan

The DMP will guide the urban renewal and revitalization efforts within the district. The overall vision of the DMP and the goals, objectives and strategies of the Plan provide a comprehensive framework for the redevelopment of the downtown core. The following table displays the 82 strategies of the DMP and additional project priorities, with associated timelines, categories and partner organizations.



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Strategy	Partners	Timeframe	Category
1. CONNECTED:			
1. Improve pedestrian connectivity and safety Downtown.			
a. Ensure streetscape improvements are designed to enhance pedestrian safety and pleasure by providing sufficient space for pedestrian needs and uses.	CofGF (P&CD, PW)	Short	Regulatory Framework
b. Develop public/private partnerships to ensure Downtown is safe, clean and accessible for all users.	CofGF, DAA (Safety team)	Immediate	Program
c. Identify, prioritize and correct accessibility barriers to sidewalks, curbs, pedestrian signals and other pedestrian facilities.	CofGF (P&CD, PW) Accessibility group	Short	Program
2. Develop a comprehensive Downtown bicycle network to connect into a city-wide system.			
a. Prepare a complete streets policy to guide roadway construction and rehabilitation.	CofGF, GFGF, GFBC	Immediate	Regulatory Framework
b. Update the bikeway chapter of the Long Range Transportation Plan, including prioritization of improvements and routes for implementation.	CofGF (P&CD, P&R), GFBC, RTI, TWG	Short	Regulatory Framework
c. Improve and expand bicycle connections to the River's Edge Trail through signage and routes.	CofGF (P&CD, P&R), GFBC, RTI, TWG	Short	Capital Improvement
d. Ensure that bike routes link and connect neighborhoods, employment centers, amenities and destinations.	CofGF (P&CD), GFBC, RTI	Short	Regulatory Framework
e. Develop public education and marketing programs to maximize the use of the bicycle network.	RTI, GFBC	Short	Program
3. Reduce or eliminate Downtown one-ways.			
a. Conduct a one-way conversion plan to help facilitate an environment that is pedestrian and retail friendly, improves local circulation, and increase access to Downtown businesses.	CofGF (P&CD, PW), MDT	Medium	Program
b. Effectively communicate the costs and benefits of one-way conversions to all stakeholders.	CofGF, DAA (BID, DGFA)	Medium	Program
c. Develop roadway and streetscape design standards to further the intended benefits of one-way conversions for all users.	CofGF	Medium	Regulatory Framework
4. Improve connectivity to the Missouri River, River's Edge Trail, and Gibson Park for bicycles and pedestrians.			
a. Improve the attractiveness and enhance the visibility of railroad crossings and underpass tunnels that connect Downtown to the Missouri River, River's Edge Trail and Gibson Park.	CofGF (P&CD, PW, P&R), RTI	Medium	Capital Improvement
b. Identify locations and develop design options to develop an additional separated grade bike and pedestrian crossing of railroad tracks.	CofGF (P&CD, PW, P&R), RTI	Long	Capital Improvement
c. Utilize signage, pathways and striping to provide pedestrians and bicyclists with safe and efficient connections between Downtown and the surrounding neighborhoods.	CofGF (P&CD, PW), RTI, TWG	Short	Capital Improvement
5. Develop a comprehensive Downtown wayfinding system.			
a. Develop a comprehensive wayfinding program.	CofGF, DAA (GFDA), Private Business	Short	Capital Improvement

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b. Supplement proposed wayfinding program with printed maps and brochures, digital and audio tours and websites and apps to guide visitors throughout Downtown.	CofGF (P&CD), HPAC, CVB, TBID	Medium	Program
c. Incorporate a series of named or themed pathways that connect Downtown amenities and destinations.	CofGF (P&CD), HPAC, CVB, TBID	Long	Capital Improvement

6. Optimize Downtown parking for all stakeholders.

a. Conduct a comprehensive parking study to guide Downtown parking program.	CofGF (P&CD)	Short	Regulatory Framework
b. Improve bicycle parking facilities Downtown.	CofGF (P&CD, PW), GFBC, BID, private business	Short	Capital Improvement

7. Expand the use of public transit Downtown.

a. Promote the use of transit for Downtown specific events.	GFTD, DGFA	Short	Program
b. Encourage expanded partnership between the Great Falls Transit District and Great Falls Public Schools to promote transit usage to reach Downtown events and activities.	GFTD, GFPS, DAA (DGFA)	Short	Program
c. Encourage Downtown businesses to work with the Great Falls Transit District to provide subsidized bus passes for employees as an alternative to Downtown parking.	DGFA, BID, GFTD, Private Business	Short	Program

DESTINATION:

1. Market Downtown's entertainment, culture, shopping and dining.

a. Continue to actively cross-promote and package Downtown's entertainment, culture, shopping and dining facilities with Downtown events.	MT, MEC, DGFA	On-going	Program
b. Work with various groups and organizations including the Convention and Visitors Bureau, Tourism BID, Montana Expo Park and Airport Authority to promote Downtown as a tourism and convention destination to the region and Canada.	DAA (CVB, TBID), MTEP, GFIA	Short	Program
c. Develop a comprehensive and coordinated Downtown marketing campaign utilizing print, radio, television and social media.	DAA (all), TA	Immediate	Program

2. Promote a broad range of family friendly entertainment and recreational opportunities and activities Downtown.

a. Review existing Downtown events and add free or low cost activities that engage a variety of age groups including: families, teens, young adults and older adults.	CofGF (P&R), DGFA	Short	Program
b. Promote new and exciting events in Downtown's parks, pools and recreational facilities that attract families with young children.	CofGF (P&R), DGFA	Short	Program
c. Encourage Downtown organizations and facilities to establish programs for parents to drop children off while they utilize Downtown's shopping and amenities.	Private Business, DGFA, Museum Group	Short	Program

3. Ensure Downtown is active and vibrant during the evenings and weekends.

a. Actively pursue the development of a Downtown boutique hotel to provide quality lodging and amenities for Downtown visitors.	DAA (GFDA, CofGF), Private Business	Medium	Site Specific
b. Develop programs and events that provide opportunities for people to remain in and visit Downtown in the evening and on the weekend.	DAA (DGFA), CofGF (P&R)	Short	Program
c. Actively recruit an already successful restaurant to relocate or expand into Downtown.	GFDA, BID, DGFA	Short	Program

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d. Work with existing restaurant and bar/tavern owners to identify, develop and promote a Downtown Dining District.	DGFA, TA, DAA (all)	Medium	Program
e. Market Downtown's amenities and activities to current employers and employees to encourage the workforce to stay Downtown after business hours.	DAA (DGFA), TA, Restaurant owners	Immediate	Program
f. Create a year-round public market / food and arts incubator that would cater to residents, employees and visitors.	GFDA, DGFA, CofGF	Medium	Site Specific

4. Increase the utilization of the Convention Center and Mansfield Center for the Performing Arts (Mansfield).

a. Develop public/private partnerships to package the facilities at the Civic Center and Mansfield with catering and dining services and lodging facilities to enhance the attractiveness of Downtown as a convention destination.	CVB, TBID, MCPA	Medium	Program
b. Enhance partnerships with entertainment promoters to utilize the Mansfield as a concert venue.	MCPA	Short	Program
c. Educate potential users of the Civic Center and Mansfield about the opportunities available at the facility, policies and prices.	MCPA	Immediate	Program

FLOURISHING:

1. Identify and support an organization to lead and champion Downtown revitalization.

a. Establish a formal Downtown Development Agency within the City of Great Falls, in partnership with public and private entities, to foster new development and redevelopment Downtown and implement the goals, objectives and strategies identified in the Plan.	CofGF, DAA (all), Private Business	Immediate	Regulatory Framework
b. Establish a Downtown TIF and associated Urban Renewal Plan district to fund Downtown projects, improvements and organizational management.	CofGF, GFPS, CC	Immediate	Regulatory Framework
c. Update zoning and land use regulations to support recommendations of the Plan.	CofGF (P&CD)	Short	Regulatory Framework

2. Improve the public realm to provide a safe, attractive and welcoming environment.

a. Encourage a partnership between Downtown organizations and stakeholders and the City Police Department to ensure a clean and safe environment.	DAA (W&S), GFDP	Short	Program
b. Establish a volunteer based Downtown clean-up day and/or program.	DAA (W&S)	Short	Program
c. Increase street level vitality by encouraging the active use of ground floor space in the Downtown core.	CofGF (P&CD), BID, DGFA	Short	Regulatory Framework

3. Identify and attract high paying employers and jobs to Downtown.

a. Develop a comprehensive Downtown business retention and development plan that focuses on successful and emerging business clusters Downtown.	GFDA, CofGF	Short	Program
b. Utilize GFDA's business attraction and retention resources to leverage Downtown business investment.	GFDA	Immediate	Program

4. Support existing and attract new commercial and retail business Downtown.

a. Establish a mentor program to pair new entrepreneurs with successful Downtown business owners.	DGFA, BID, GFDA	Short	Program
b. Utilize national research and trends to identify and attract "Downtown friendly" retailers.	GFDA, BID, NW	Short	Program

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c. Conduct a Downtown market analysis to guide commercial and retail development.	GFDA, BID, DGFA	Medium	Program
d. Provide existing business owners with market research and technical and financial assistance.	CofGF, GFDA, DGFA, BID	Medium	Program
e. Conduct a Downtown business and building inventory to establish and maintain an accurate database of what is currently located Downtown and what opportunities exist for business expansion, attraction and relocation.	CofGF (P&CD), BID, DGFA	Immediate	Program
5. Attract a diverse mix of visual and performing artists to live and work Downtown.			
a. Revive and support the Great Falls Arts Council to develop and promote arts programs, events and education.	CofGF, DAA (all)	Short	Regulatory Framework
b. Encourage the development of lofts, studios and live/work spaces in vacant or underutilized buildings to attract artists to Downtown and increase arts and culture activity.	CofGF (P&CD), DAA (GFCC, GFDA)	Medium	Program
c. Develop a roster of visual and performing artists and craftsperson's living in and around Great Falls to utilize for Downtown programs and events.	DGFA	Short	Program
d. Capitalize on the success of Western Art Week by drawing visitors to Downtown galleries, shops and restaurants.	DAA (GFCC)	Immediate	Program
e. Continue to promote Downtown art galleries and artists through events such as the First Friday Art Walk.	DAA (DGFA)	Immediate	Program

LIVING:

1. Promote a wide range of housing choices throughout Downtown.			
a. Ensure that the proposed City of Great Falls Downtown Development Agency is a champion of Downtown housing development.	NW, CofGF (P&CD)	Short	Regulatory Framework
b. Evaluate zoning and land use regulations to ensure policies allow for and encourage Downtown housing in the form of rehabilitation and preservation of existing buildings, infill development and new construction.	CofGF (P&CD)	Short	Regulatory Framework
c. Conduct a Downtown housing inventory to establish and maintain an accurate database of housing and property available for rent, ownership, and/or rehab.	NW, W&S, CofGF (P&CD)	Short	Program
2. Ensure existing housing is safe and attractive.			
a. Actively monitor the condition of existing housing and enforce the City's Property Maintenance Code.	CofGF (P&CD), W&S	On-going	Program
b. Promote and utilize the City of Great Falls Housing Rehab Loan program and Neighborworks Great Falls programs to enhance existing homes and rental properties.	CofGF, NWGF	On-going	Program
c. Develop a volunteer based residential improvement plan to ensure Downtown neighborhoods are clean and safe.	W&S, NC	Short	Program
3. Attract private investment and financing for Downtown housing.			
a. Create new and promote existing incentive programs to encourage residential development.	NW, CofGF	Short	Program
b. Prepare a housing market study to assist developers, lending institutions and private property owners in developing Downtown housing.	Realtors, HBA, NW, GFDA	Short	Program
c. Establish a clearinghouse and/or database of residential financing options and incentives.	Realtors, HBA, NW, GFDA	Short	Program

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4. Attract retailers and neighborhood services that cater to Downtown residents.

a. Survey Downtown residents and utilize national research to identify neighborhood based commercial, retail and services that are missing Downtown.	NW, NC	Immediate	Program
b. Encourage mixed-use development that places residents within close proximity to commercial activities.	CofGF (P&CD)	Short	Regulatory Framework

AESTHETICS:**1. Preserve, restore, and reuse Downtown's historic buildings and sites.**

a. Market Downtown's historical resources to facilitate improvements and restoration of properties through tax incentives and preservation grants.	CofGF, HPAC	Immediate	Program
b. Educate current property owners and developers of the funding programs available to make improvements to the Downtown buildings.	HPAC, DAA (BID)	Immediate	Program
c. Establish a technical assistance and incentive program to encourage the adaptive re-use, rehabilitation and preservation of historic buildings and sites.	CofGF, HPAC	On-going	Program

2. Increase the number and diversity of public spaces Downtown.

a. Actively pursue the development of an indoor/outdoor community gathering space to host activities and events and attract residents, employees and visitors throughout the year.	CofGF, Private Business	Short	Site Specific
b. Encourage diversity in the form and function of Downtown parks, plazas and gathering spaces.	CofGF (P&CD, P&R)	Medium	Regulatory Framework
c. Explore the feasibility of developing rooftop green spaces.	CofGF (P&CD, PW), Private business	Medium	Regulatory Framework

3. Promote quality design and construction in Downtown's built environment.

a. Develop design guidelines to enhance the character of Downtown through the quality design and construction of Downtown's built environment.	CofGF, DAA (all)	Short	Regulatory Framework
b. Evaluate the function, authority and scope of the City's Design Review Board to ensure aesthetic goals of the Plan are achieved.	CofGF	Short	Regulatory Framework

4. Create attractive gateway design features that welcome residents and visitors to downtown.

a. Identify priority entrances into Downtown to construct gateway design features.	CofGF (P&CD, P&R), GFDA	Short	Capital Improvements
b. Establish a program to encourage community and/or service groups, private businesses and other stakeholders to "sponsor" the construction of gateway features.	DAA (all)	Short	Capital Improvements

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5. Expand and enhance the existing downtown streetscape.

a. Develop a comprehensive Downtown streetscape plan that prioritizes future improvements and builds upon the existing streetscape.	CofGF (P&CD, PW)	Short	Regulatory Framework
b. Ensure streetscape improvements are implemented in coordination with the construction of gateway design features.	CofGF (P&CD)	Short	Regulatory Framework
c. Work with the City Forester to establish tree planting programs throughout Downtown.	DAA (BID), NC	Short	Program

6. Actively pursue the preservation and rehabilitation of the Rocky Mountain Building.

a. Identify an organization or partnership to lead restoration efforts including assisting in permitting process and requirements, identifying funding options, leading fundraising efforts and recruiting a mix of building tenants.	CofGF (P&CD), DAA (all)	On-going	Program
b. Encourage the current building owners to move forward with restoration improvements before weathering and damage continue to a point where rehabilitation is no longer feasible.	CofGF (P&CD), DAA (all)	On-going	Program

7. Actively pursue the preservation and rehabilitation of the Civic Center.

a. Fund and complete the Civic Center façade renovation project.	CofGF	Immediate	Capital Improvement
b. Identify and complete rehabilitation projects within the Civic Center property including, but not limited to, landscape and asphalt restoration.	CofGF	On-going	Capital Improvement
c. Determine and complete preservation projects within the Mansfield Center for the Performing Arts including, but not limited to, seat and architectural features.	CofGF	On-going	Capital Improvement
d. Identify and complete rehabilitation projects within the Convention Center including, but not limited to, upgrading lighting and architectural features.	CofGF	On-going	Capital Improvement

Funding and Administration:

Tax Increment Financing (TIF) is necessary to encourage private reinvestment within the District, create employment opportunities, implement the goals set forth in this plan and increase the tax base of the District. The Downtown Urban Renewal District is hereby established as a tax increment financing urban renewal area in accordance with 7-15-4282-4292 and 4301-4324 (MCA).

For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as current base taxable value of the district as of January 1, 2012.

Administration

The District will be administered in accordance with 7-15-4232 (MCA). The Great Falls City Commission has the authority to administer and manage the District and the implementation of the DURP. Under 7-15-4232 (MCA) the City Commission may authorize a City Department to manage the program and implement the recommendation of the DURP. It is envisioned that the Commission will receive recommendations and input from the Planning and Community Development Department in partnership with the Downtown Partnership of Great Falls (the Partnership).

Planning and Community Development Staff will work with the Partnership to prepare an annual District work plan and budget, which the Partnership will submit to the City Commission for consideration and adoption. The work plan will list the activities and cost of activities for the coming fiscal years and a method of financing those activities. The Partnership will enter into an Memorandum of Understanding (MOU) or other form of agreement that outlines the roles and responsibilities of this group in relation to the District.

The Planning and Community Development Department will provide initial staffing to assist the Partnership in preparing the annual District work plan and budget, preparing and presenting annual reports to the City Commission, and coordinating the review of proposed projects and development requesting TIF funding. It is anticipated that TIF moneys will be used in the future to fund a permanent staff position.

Planning and Community Development Staff will provide to the City Commission and the public an annual program evaluation as part of the annual report.

Amended and Restated Downtown Urban Renewal District Plan

Conformity with the Growth Policy

The establishment of the Partnership and the Downtown TIF are both direct recommendations of the Downtown Master Plan. Additionally, specific themes, goals and policies of the City's Growth Policy (displayed below) are supported by recommendations contained within the DURP.

- Encourage livable, walkable, visually and functionally cohesive neighborhoods that incorporate traditional design concepts (Land Use pg. 20).
- Formulate and adopt modern, flexible land development regulations in order to preserve and enhance the scale, quality, and character of existing neighborhoods (Land Use pg. 21).
- Encourage mixed land uses in new and redeveloping areas to achieve a high degree of self-containment, reduce auto dependence, and foster a strong live-work-play pattern of activity within neighborhoods (Land Use pg. 22).
- Encourage preservation of corridors of land for non-motorized transportation routes/trails and provide public investment for non-motorized transportation facilities (Land Use pg. 22).
- Review existing zoning to ensure it is consistent with neighborhood objectives, and pursue rezoning of areas where conflicts are found (Land Use pg. 23).
- Increase code enforcement activity in order to help protect neighborhoods from decay, decline and disinvestment (Land Use pg. 23).
- Allow for compatible, small-scale commercial uses that support existing neighborhoods and reduce dependence on automobile travel (Land Use pg. 24).
- Encourage public investment in parks and schools that are neighborhood focal points, consistent with the Comprehensive Park and Recreation Master Plan (Land Use pg. 25).
- Proactively direct development through public investment in infrastructure (Land Use pg. 28).

Amendment of the DURP

The DURP may be modified at any time by the City Commission as necessary to eliminate and prevent the development or spread of blight and to encourage urban rehabilitation. The process for plan amendment shall be consistent with the procedures outlined in 7-15-4212 - 4219 (MCA).

Conclusion:

The City of Great Falls Downtown Master Plan recommends the establishment of an Urban Renewal District that utilizes TIF funding to revitalize and rehab downtown. The Plan provides an ambitious yet obtainable framework of goals, objectives and strategies that are intended to transition this area from its current condition to a vibrant and thriving destination. The Downtown Urban Renewal District has tremendous potential to re-emerge as the commercial, cultural and entertainment center of Great Falls.

Amended and Restated Downtown Urban Renewal District Plan



**CITY OF GREAT FALLS
DOWNTOWN URBAN RENEWAL DISTRICT
FAÇADE IMPROVEMENT PROGRAM**

IMPORTANT: Costs to be paid with Tax Increment Funds (TIF) may not be incurred by the Applicant prior to funding approval and the satisfaction of any conditions of such approval.

INTRODUCTION:

The Downtown Development Partnership (DDP) advocated for the creation of several programs that would allow developers to utilize TIF for assistance in redevelopment or rehabilitation of private properties within the Downtown Urban Renewal District (District).

Any approved subsidies are in the form of matching funds to private investment, up to a maximum of \$50,000 for permanent Façade Improvements. The Applicant has the sole responsibility to repay any loans used to finance the private portion of the project.

Information on these programs is available through Planning & Community Development at the City of Great Falls (City). Each program targets various conditions and has different criteria that must be addressed through the application process.

The following is a summary of the Façade Improvement Program.

PROGRAM OBJECTIVES:

The primary objective of the Façade Improvement Program is the elimination and prevention of blight and the redevelopment of the Downtown core by encouraging voluntary repair of existing commercial property within the District and providing for improvements of the public facing exteriors of buildings in the District.

The intent of the Façade Improvement Program is to improve the urban core and encourage redevelopment and elimination of blight through the use of TIF funds as specified by Montana Urban Renewal Act, Title 7, Chapter 15, Parts 42 and 43, Montana Code Annotated (MCA). Authorization for the City to administer a program such as the Façade Improvement Program can be found in Montana Urban Renewal Act, including:

- 7-15-4206 MCA – Blight – the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of building or improvements;
- 7-15-4206 MCA – Rehabilitation – carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements;
- 7-15-4233 MCA – Powers which may be exercised by an urban renewal agency – to formulate and coordinate a workable program as specified in 7-15-4209; and to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
- 7-15-4209 MCA – a municipality may formulate a workable program for utilizing appropriate private and public resources to encourage needed urban rehabilitation; and
- 7-15-4288 MCA – Costs that may be paid by Tax Increment Financing (TIF) – costs incurred in connection with the redevelopment activities allowed under 7-15-4233.

Authorization for these programs was called for in the Downtown Master Plan under Aesthetics, item 1.c.

Additional objectives are to:

1. Encourage elimination of conditions that could be a serious and growing menace, injurious to public health, safety, and welfare.
2. Encourage private investment in commercial property in the District through the use of public incentives.
3. Stimulate economic and business development within the District by providing safe environments for workers, businesses, and the public.
4. Retain and expand safe employment opportunities through economic development.

The approved funding is given at the discretion of the City based upon review of the Applicant's compliance with program objectives, eligibility requirements, eligible construction activities, and availability of TIF funds.

ELIGIBILITY REQUIREMENTS:

The following eligibility requirements have been established to accomplish the Façade Improvement Program objectives. These requirements involve the specifics of individual requests for approved funds, and the materials that the Applicant must submit to have a successful application. Application forms may be obtained from the City – Planning and Community Development. Application forms must be completed in their entirety before the project will be considered.

1. For the purposes of the Façade Improvement Program, a "project" is defined as any permanent improvements on public facing exterior surfaces within the District. This could include, but is not limited to, window upgrades/installation, entryways, masonry, installation, and refurbishment or major overhaul of permanent overhangs
2. Matching funds for the subsidy may total up to fifty percent (50%) of the project's eligible expenses.
3. The maximum aggregate limit of TIF funds granted through the Façade Improvement Program by the City on any one project is \$50,000.
4. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one project is \$80,000.
5. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one parcel is \$80,000 over a fifteen (15) year period.
6. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City in any one fiscal year is \$500,000; provided that TIF funds granted in a fiscal year may be disbursed in a subsequent fiscal year.
7. Notwithstanding anything herein to the contrary, the City Commission reserves the right and discretion, upon the demonstration of extraordinary circumstances, to approve grants in excess of the above referenced aggregate limits.
8. All applications will be reviewed in the order in which they are received by the City.
9. All commercial property within the District is eligible for the Façade Improvement Program, with the exception of publicly owned buildings. For the purposes of the Façade Improvement Program, residential properties with four or more units will be considered commercial properties.

10. All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date. Evidence of payment in the form of a tax receipt is required and must be submitted with the application.
11. Documentation from architects or engineers licensed to practice in Montana will be accepted if their analysis and plans are verified in writing. In addition, a listing of the construction materials, project elements, and a rendering of the proposed project may also be required.
12. If approved for TIF funds, the Applicant is required to follow requirements for public construction contracts as it pertains to payment, competitive bidding and standard prevailing rate of wages. All expenditures must be itemized by materials and labor, and construction estimates must be obtained from licensed and bonded contractors and submitted with the application. Receipts, or invoices marked as paid by the contractor or vendor or comparable documentation will be required for all work undertaken on eligible project improvements prior to reimbursement being approved.
13. All plans, materials, construction techniques and the completed project are subject to inspection and verification by City personnel.
14. If any one of these requirements are not met TIF funding may be withheld.
15. The Office Planning & Community Development will review Applications and determine eligibility for TIF subsidies and project reimbursements.

ELIGIBLE ACTIVITIES:

IMPORTANT: All construction undertaken pursuant to the Façade Improvement Program must be in accordance with a design that has been reviewed and approved by City Building Officials to ensure compliance with program objectives, design criteria and City Code compliance. The Applicant must also obtain all applicable permits and comply with all municipal ordinances and applicable building codes.

The Façade Improvement Program was created to encourage voluntary repair of existing commercial property within the District and provide for improvements of public facing exteriors of the buildings in the District. All applications must meet these specific criteria to be eligible for TIF funds subsidy, if applicable.

Eligible activities include, but are not limited to the following:

1. Installation, construction, or significant permanent improvements to include replacement of public facing exterior surfaces including, but not limited to, window upgrades/installation, entryways, masonry, installation, and refurbishment or major overhaul of permanent overhangs.
2. All improvements covered by the Façade Improvement Program must be of a permanent nature.
3. Architectural/engineering assistance and design fees are eligible expenses. All fees and permit charges must be itemized, and receipts provided.
4. The following are ineligible activities for funding through the Façade Improvement program:
 - a. Improvements that are not of a permanent nature;
 - b. Routine maintenance or repair of window casings, entryways, or permanent overhangs;
 - c. Corrections of structural deficiencies of the building;
 - d. Fines or charges levied against the property for any reason; and
 - e. Work initiated prior to necessary program approvals.

PLEASE NOTE: Items ineligible for assistance under the Façade Improvement Program may be eligible under other TIF Programs offered by the City. An Applicant may submit an application for or be concurrently involved in those programs, subject to the caps set forth above. Items listed in the application for TIF assistance will be reviewed by the City to determine the appropriate program or programs they may fall under. All applications are evaluated on a case-by-case basis. The City shall have sole discretion with respect to the administration of TIF funds under the Façade Improvement Program and the other programs and the submission of application materials by an Applicant shall in no way result in any entitlement by such Applicant to any TIF funds under the Façade Improvement Program and the other programs unless and until awarded by the City and then only upon satisfaction of all pre-requisites established by the City for receipt of TIF funds.

APPLICANT RESPONSIBILITIES:

The s Applicant agrees to the following pursuant to the Façade Improvement Program.

1. Applicant completes TIF application and complies with all program requirements. This material is provided to the City for review.
2. In the application process, Applicant provides expected date of completion of the project. If project is not completed by this date, TIF funds obligated may be rescinded.
3. Applicant selects the architect, engineer, and contractors who will participate in the project, complies with competitive bidding and standard prevailing wage requirements, and obtains all permits and necessary approvals from the City associated with the project.
4. If the Applicant finances all or part of the private portion of the project using a lending institution, the Applicant will be solely responsible for all loan repayments and for compliance with all lender requirements.
5. Applicant is solely responsible for the full payment of all material, laborers and subcontractors employed in the project.
6. At the completion of the Project, the Applicant must submit copies of all relevant contractor or vendor invoices, receipts verifying payment. Invoices must be marked as paid by the contractor or vendor.
7. It is the Applicant's responsibility to ensure that the Applicant and all of the Applicant's contractors or sub-contractors have adequate liability and workers compensation insurance for the project.
8. Applicant agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Applicant, or its agents or employees related to the activities under the Façade Improvement Program.

CITY RESPONSIBILITIES:

1. The City provides the Applicant with the Façade Improvement Program application.
2. The City reviews the application and determines which activities and expenses are eligible.
3. The City evaluates the eligible expenses as they relate to the program objectives and calculates the matching funds subsidy to determine any potential TIF contribution to the project.
4. The City notifies the Applicant of project approval.

5. The City closes out the application upon satisfactory completion of the project:
 - a. Inspection of the project for completeness and compliance to design submitted in the application.
 - b. Reviews lien waivers from contractors, subcontractors, and vendors.
 - c. Reviews paid invoices and/or prevailing wage payroll certification from contractors and vendors.
 - d. Processes claim for payment.
6. The City has absolutely no responsibility for payment of any Applicant's material, laborers, or contractors.
7. The City shall have no civil liability for any damages or claims arising from any of the Applicant's undertakings.

**CITY OF GREAT FALLS
DOWNTOWN URBAN RENEWAL DISTRICT
LIFE-SAFETY CODE COMPLIANCE PROGRAM**

IMPORTANT: Costs to be paid with Tax Increment Funds (TIF) may not be incurred by the Applicant prior to funding approval and the satisfaction of any conditions of such approval.

INTRODUCTION:

The Downtown Development Partnership (DDP) advocated for the creation of several programs that would allow developers to utilize TIF for assistance in redevelopment or rehabilitation of private properties within the Downtown Urban Renewal District (District).

Any approved subsidies are in the form of matching funds to private investment, up to a maximum of \$25,000, to correct existing Life-Safety Code violations. The Applicant has the sole responsibility to repay any loans used to finance the private portion of the project.

Information on these programs is available through Planning & Community Development at the City of Great Falls (City). Each program targets various conditions and has different criteria that must be addressed through the application process.

The following is a summary of the Life-Safety Code Compliance Program (CCP).

PROGRAM OBJECTIVES:

The primary objective of the CCP is the elimination and prevention of blight and the redevelopment of the Downtown core by encouraging voluntary repair of existing commercial property within the District and providing for improvements to correct existing Life-Safety Code violations.

The intent of the CCP is to improve the urban core and encourage redevelopment and elimination of blight through the use of TIF funds as specified by Montana Urban Renewal Act, Title 7, Chapter 15, Parts 42 and 43, Montana Code Annotated (MCA). Authorization for the City to administer a program such as the CCP can be found in the Montana Urban Renewal Act, including:

- 7-15-4206 MCA – Blight – the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of building or improvements; and unsanitary or unsafe conditions;
- 7-15-4206 MCA – Rehabilitation – carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements;
- 7-15-4233 MCA – Powers which may be exercised by an urban renewal agency – to formulate and coordinate a workable program as specified in 7-15-4209; and to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;;
- 7-15-4209 MCA – a municipality may formulate a workable program for utilizing appropriate private and public resources to encourage needed urban rehabilitation; and
- 7-15-4288 MCA – Costs that may be paid by Tax Increment Financing (TIF) – costs incurred in connection with the redevelopment activities allowed under 7-15-4233.

Authorization for these programs was called for in the Downtown Master Plan, under Aesthetics, item 1.c. Additional objectives are to:

1. Encourage elimination of conditions that could be a serious and growing menace, injurious to public health, safety, and welfare.
2. Encourage private investment in commercial property in the District through the use of public incentives.
3. Stimulate economic and business development within the District by providing safe environments for workers, businesses, and the public.
4. Retain and expand safe employment opportunities through economic development.

The approved funding is given at the discretion of the City based upon review of the Applicant's compliance with program objectives, eligibility requirements, eligible construction activities and availability of TIF funds.

ELIGIBILITY REQUIREMENTS:

The following eligibility requirements have been established to accomplish CCP objectives. These requirements involve the specifics of individual requests for approved funds, and the materials that the Applicant must submit to have a successful application. Application forms may be obtained from the City – Planning and Community Development. Application forms must be completed in their entirety before the project will be considered.

1. For the purposes of the CCP, a "project" is defined as the remedial actions with respect to existing Life Safety Code violations per building on commercial properties located within the District.
2. Matching funds for the subsidy may total up to fifty percent (50%) of the project's eligible expenses.
3. The maximum aggregate limit of TIF funds granted through the CCP by the City on any one project is \$25,000.
4. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one project is \$80,000.
5. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one parcel is \$80,000 over a fifteen (15) year period.
6. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City in any one fiscal year is \$500,000; provided that TIF funds granted in a fiscal year may be disbursed in a subsequent fiscal year.
7. Notwithstanding anything herein to the contrary, the City Commission reserves the right and discretion, upon the demonstration of extraordinary circumstances, to approve grants in excess of the above referenced aggregate limits.
8. All applications will be reviewed in the order in which they are received by the City.
9. All commercial property within the District is eligible for the CCP, with the exception of publicly owned buildings. For the purposes of the CCP, residential properties with four or more units will be considered commercial properties.
10. All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date. Evidence of payment in the form of a tax receipt is required and must be submitted with the application.
11. Documentation from architects or engineers licensed to practice in Montana will be accepted if their analysis and plans are verified in writing. In addition, a listing of the construction materials, project elements, and a rendering of the proposed project may also be required.

12. If approved for TIF funds, the Applicant is required to follow requirements for public construction contracts as it pertains to payment, competitive bidding, and standard prevailing rate of wages. All expenditures must be itemized by materials and labor, and construction estimates must be obtained from licensed and bonded contractors and submitted with the application. Receipts, or invoices marked as paid by the contractor or vendor or comparable documentation will be required for all work undertaken on eligible project improvements prior to reimbursement being approved.
13. All plans, materials, construction techniques and the completed project are subject to inspection and verification by City personnel.
14. If any one of these requirements are not met TIF funding may be withheld.
15. The Office Planning & Community Development will review Applications and determine eligibility for TIF subsidies and project reimbursements.

ELIGIBLE ACTIVITIES:

IMPORTANT: All construction undertaken pursuant to the CCP must be in accordance with a design that has been reviewed and approved by City Building Officials or Fire Code Officials to ensure compliance with program objectives, design criteria and Life-Safety Code compliance. The Applicant must also obtain all applicable permits and comply with all municipal ordinances and applicable building codes.

The CCP is designed to address existing Life-Safety Code violations on existing commercial properties, which may endanger occupants, visitors, or the public. All applications must address resolution of documented Code violations to be eligible for TIF funds subsidy, and the project must result in the resolution of such Code violations in order to be eligible for reimbursement.

Eligible activities include, but are not limited to the following:

1. Installation, construction, or significant improvement including, but not limited to, required emergency exits, fire suppression systems, fire escapes, fire detection and alarm systems, protection of open stairways, stairway shafts and/or other exit enclosures, and provision of fire-rated door, floor, ceiling and/or wall assemblies.
2. Installation, construction, or significant improvement in regard to ADA compliance including, but not limited to, installation of ADA compliant doorways, restrooms, or ramps.
3. Installation, construction, or significant improvement including, but not limited to, elevator installation.
4. All improvements covered by the CCP must be of a permanent nature.
5. Architectural/engineering assistance and design fees are eligible expenses. All fees and permit charges must be itemized, and receipts provided.
6. The following are ineligible activities for funding through the CCP:
 - a. Utility connections or replacement other than those which may be directly required by the installation of eligible item(s) such as fire suppression water connections;
 - b. Improvements or upgrades to existing electrical or plumbing systems other than those directly required by installation of an eligible item(s);
 - c. Corrections of structural deficiencies of the building;
 - d. Fines or charges levied against the property for any code violations;
 - e. Work initiated prior to necessary program approvals.

PLEASE NOTE: Items ineligible for assistance under the CCP may be eligible under other TIF Programs offered by the City. An Applicant may submit an application for or be concurrently

involved in those programs, subject to the caps set forth above. Items listed in the application for TIF assistance will be reviewed by the City to determine the appropriate program or programs they may fall under. All applications are evaluated on a case-by-case basis. The City shall have sole discretion with respect to the administration of TIF funds under the CCP and other programs and the submission of applications materials by an Applicant shall in no way result in any entitlement by such Applicant to any TIF funds under the CCP or other programs unless and until awarded by the City and then only upon satisfaction of all pre-requisites established by the City for receipt of TIF funds.

APPLICANT RESPONSIBILITIES:

The Applicant agrees to the following pursuant to the CCP.

1. Applicant completes TIF application and complies with all program requirements. This material is provided to the City for review.
2. In the application process, Applicant provides expected date of completion of the project. If project is not completed by this date, TIF funds obligated may be rescinded.
3. Applicant selects the architect, engineer, and contractors who will participate in the project, complies with competitive bidding and standard prevailing wage requirements, and obtains all permits and approvals associated with the project.
4. A letter or Certificate of Occupancy from the relevant City Building Officials or Fire Code Officials stating the work has been completed satisfactorily must be received by the City upon project completion and prior to TIF fund disbursement.
5. If the Applicant finances all or part of the private portion of the project using a lending institution, the Applicant will be solely responsible for all loan repayments and for compliance with all lender requirements.
6. Applicant is solely responsible for the full payment of all material, laborers and subcontractors employed in the project.
7. At the completion of the Project, the Applicant must submit copies of all relevant contractor or vendor invoices, receipts verifying payment. Invoices must be marked as paid by the contractor or vendor.
8. It is the Applicant's responsibility to ensure that the Applicant and all of the Applicant's contractors or sub-contractors have adequate liability and workers compensation insurance for the project.
9. Applicant agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Applicant, or its agents or employees related to the activities under the CCP.

CITY RESPONSIBILITIES

1. The City provides the Applicant with the Code Compliance Program application.
2. The City reviews the application and determines which activities and expenses are eligible.
3. The City evaluates the eligible expenses as they relate to the program objectives and calculates the matching funds subsidy to determine any potential TIF contribution to the project.
4. The City notifies the Applicant of project approval.
5. The City closes out the application upon satisfactory completion of the project:

- a. Reviews Certificate of Occupancy or other documentation from City Building Officials or Fire Code Officials.
 - b. Inspection of the project for completeness and compliance to design submitted in the application.
 - c. Reviews lien waivers from contractors, subcontractors, and vendors.
 - d. Reviews paid invoices and/or prevailing wage payroll certification from contractors and vendors.
 - e. Processes claim for payment.
- 6. The City has absolutely no responsibility for payment of any Applicant's material, laborers, or contractors.
 - 7. The City shall have no civil liability for any damages or claims arising from any of the Applicant's undertakings.

**CITY OF GREAT FALLS
DOWNTOWN URBAN RENEWAL DISTRICT
ENVIRONMENTAL SAFETY PROGRAM**

IMPORTANT: Costs to be paid with Tax Increment Funds (TIF) may not be incurred by the Applicant prior to funding approval and the satisfaction of any conditions of such approval.

INTRODUCTION:

The Downtown Development Partnership (DDP) advocated for the creation of several programs that would allow developers to utilize TIF for assistance in redevelopment or rehabilitation of private properties within the Downtown Urban Renewal District (District).

Any approved subsidies are in the form of matching funds to private investment, up to a maximum of \$5,000 for Environmental Safety improvements. The Applicant has the sole responsibility to repay any loans used to finance the private portion of the project.

The Environmental Safety Program works toward the elimination of blight based upon the principles of Crime Prevention Through Environmental Design (Environmental Safety) and other safety and security design principles. Environmental Safety is a set of design principles used to discourage crime and promote building security.

Information on these programs is available through Planning & Community Development at the City of Great Falls (City). Each program targets various conditions and has different criteria that must be addressed through the application process.

The following is a summary of the Environmental Safety Program.

PROGRAM OBJECTIVES:

The primary objective of the Environmental Safety Program is the elimination and prevention of blight and the redevelopment of the Downtown core by encouraging commercial property and business owners to install measures that provide for safety and security on the exterior of the buildings in the Downtown Urban Renewal District.

The intent of the Environmental Safety Program is to improve the urban core and encourage redevelopment and elimination of blight through the use of TIF funds as specified by Montana Urban Renewal Act, Title 7, Chapter 15, Parts 42 and 43, Montana Code Annotated (MCA). Authorization for the City to administer a program such as the Environmental Safety Program can be found in the Montana Urban Renewal Act, including:

- 7-15-4206 MCA – Blight – the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of building or improvements; and unsanitary or unsafe conditions;
- 7-15-4206 MCA – Rehabilitation – carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements;
- 7-15-4233 MCA – Powers which may be exercised by an urban renewal agency – to formulate and coordinate a workable program as specified in 7-15-4209; and to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;

- 7-15-4209 MCA – a municipality may formulate a workable program for utilizing appropriate private and public resources to encourage needed urban rehabilitation; and
- 7-15-4288 MCA – Costs that may be paid by Tax Increment Financing (TIF) – costs incurred in connection with the redevelopment activities allowed under 7-15-4233.

Authorization for these programs was called for in the Downtown Master Plan, under Aesthetics, item 1.c.

Additional objectives are to:

1. Reduce/remove the opportunity for crime to occur in our Downtown core.
2. Prevent crime by designing a physical environment that positively influences human behavior.
3. Promote positive interactions for those frequenting Downtown.
4. Retain and expand safe employment opportunities in our Downtown core.

The approved funding is given at the discretion of the City based upon review of the Applicant's compliance with program objectives, eligibility requirements, eligible construction activities, and availability of TIF funds.

ELIGIBILITY REQUIREMENTS:

The following eligibility requirements have been established to accomplish the Environmental Safety Program objectives. These requirements involve the specifics of individual requests for approved funds, and the materials that the Applicant must submit to have a successful application. Application forms may be obtained from the City – Planning and Community Development. Application forms must be completed in their entirety before the project will be considered.

1. For the purposes of the Environmental Safety Program, a "project" is defined as installation of specific safety and security measures that consist of exterior lighting and/or security cameras on commercial properties/businesses located within the District.
2. Matching funds for the subsidy may total up to fifty percent (50%) of the project's eligible expenses.
3. The maximum aggregate limit of TIF funds granted through the Environmental Safety Program by the City on any one project is \$5,000.
4. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one project is \$80,000.
5. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one parcel is \$80,000 over a fifteen (15) year period.
6. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City in any one fiscal year is \$500,000; provided that TIF funds granted in a fiscal year may be disbursed in a subsequent fiscal year.
7. Notwithstanding anything herein to the contrary, the City Commission reserves the right and discretion, upon the demonstration of extraordinary circumstances, to approve grants in excess of the above referenced aggregate limits.
8. All applications will be reviewed in the order in which they are received by the City.
9. All commercial property within the District is eligible for the Environmental Safety Program, with the exception of publicly owned buildings. For the purposes of the Environmental Safety Program, residential properties with four or more units will be considered commercial properties.

10. All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date. Evidence of payment in the form of a tax receipt is required and must be submitted with the application.
11. Documentation from architects or engineers licensed to practice in Montana will be accepted if their analysis and plans are verified in writing. In addition, project elements, and a rendering of the proposed project may also be required.
12. If approved for TIF funds, the Applicant is required to follow requirements for public construction contracts as it pertains to payment, competitive bidding and standard prevailing rate of wages. All expenditures must be itemized by materials and labor, and construction estimates must be obtained from licensed and bonded contractors and submitted with the application. Receipts, or invoices marked as paid by the contractor or vendor or comparable documentation will be required for all work undertaken on eligible project improvements prior to reimbursement being approved.
13. All plans, materials, construction techniques and the completed project are subject to inspection and verification by City personnel.
14. If any one of these requirements are not met TIF funding may be withheld.
15. The Office Planning & Community Development will review Applications and determine eligibility for TIF subsidies and project reimbursements.

ELIGIBLE ACTIVITIES:

IMPORTANT: All construction undertaken pursuant to the Environmental Safety Program must be in accordance with a design that has been reviewed and approved by City Building Officials to ensure compliance with program objectives, design criteria and City Code compliance. The Applicant must also obtain all applicable permits and comply with all municipal ordinances and applicable building codes.

The Environmental Safety Program was created to eliminate blight and encourage redevelopment of the Downtown through the implementation of public safety and security measures of the buildings in the District. All applications must meet these specific criteria to be eligible for TIF funds subsidy, if applicable.

Eligible activities include, but are not limited to the following:

1. Installation of exterior lighting and/or security cameras on the exterior of commercial buildings located within the District.
2. All improvements covered by the Environmental Safety Program must be of a semi-permanent nature.
3. All fees and permit charges must be itemized, and receipts provided.
4. The following are ineligible activities for funding through the Environmental Safety Program:
 - a. Architectural/engineering assistance and design fees;
 - b. Improvements that are not of a semi-permanent nature;
 - c. Fines or charges levied against the property for any reason; and
 - d. Work initiated prior to necessary program approvals.

PLEASE NOTE: Items ineligible for assistance under the Environmental Safety Program may be eligible under other TIF Programs offered by the City. An Applicant may submit an application for or be concurrently involved in those programs, subject to the caps set forth above. Items listed in the application for TIF assistance will be reviewed by the City to determine the appropriate program or programs they may fall under. All applications are evaluated on a case-

by-case basis. The City shall have sole discretion with respect to the administration of TIF funds under the Environmental Safety Program and other programs and the submission of applications materials by an Applicant shall in no way result in any entitlement by such Applicant to any TIF funds under the Environmental Safety Program and other programs unless and until awarded by the City and then only upon satisfaction of all pre-requisites established by the City for receipt of TIF funds.

APPLICANT RESPONSIBILITIES:

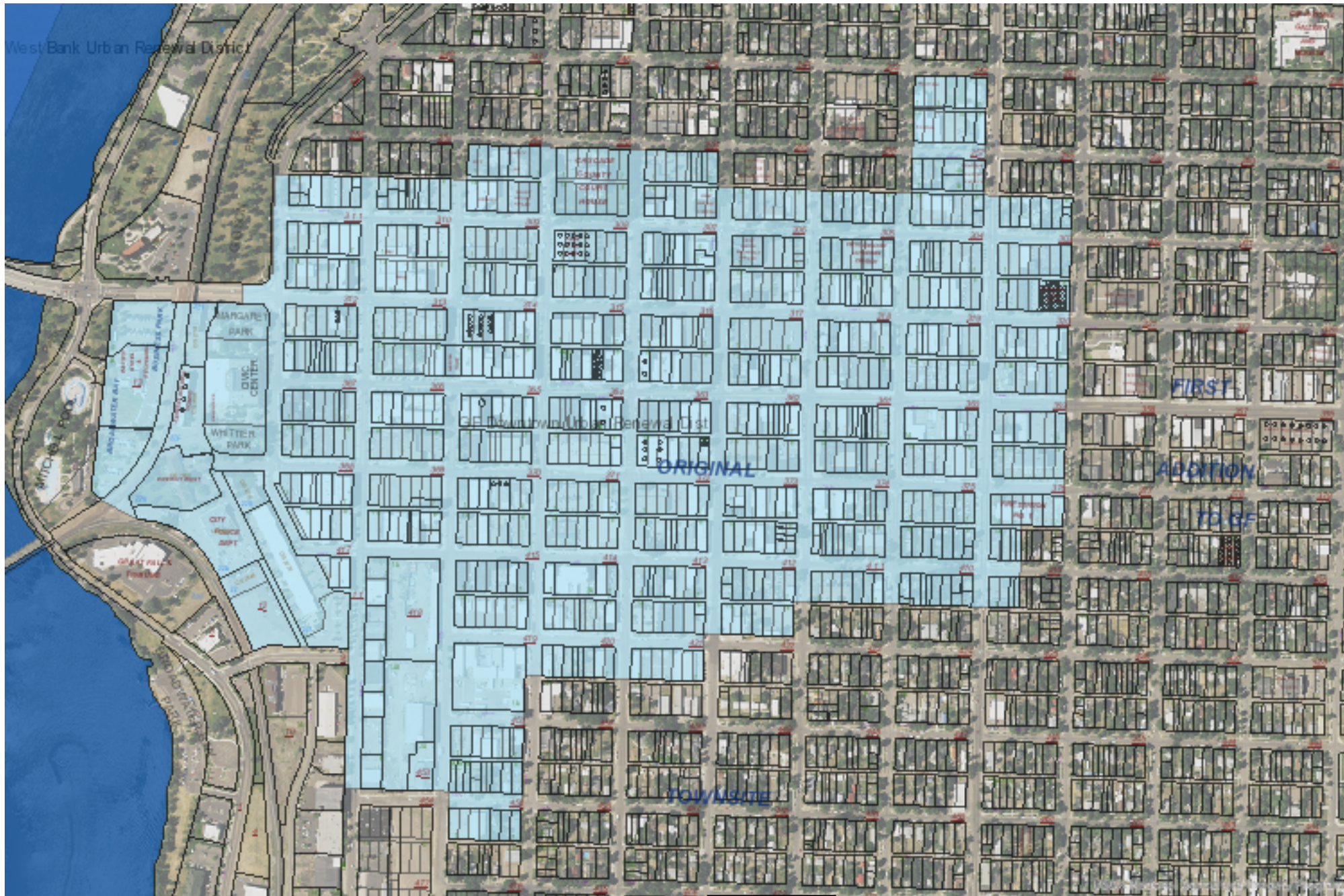
The Applicant agrees to the following pursuant to the Environmental Safety Program.

1. Applicant completes TIF application and complies with all program requirements. This material is provided to the City for review.
2. In the application process, Applicant provides expected date of completion of the project. If project is not completed by this date, TIF funds obligated may be rescinded.
3. Applicant selects the architect, engineer, and contractors who will participate in the project, complies with competitive bidding and standard prevailing wage requirements and obtains all permits and necessary approvals from the City associated with the project, if applicable.
4. If the Applicant finances all or part of the private portion of the project using a lending institution, the Applicant will be solely responsible for all loan repayments and for compliance with all lender requirements.
5. Applicant is solely responsible for the full payment of all material, laborers and subcontractors employed in the project.
6. At the completion of the Project, the Applicant must submit copies of all relevant contractor or vendor invoices, receipts verifying payment. Invoices must be marked as paid by the contractor or vendor.
7. It is the Applicant's responsibility to ensure that the Applicant and all of the Applicant's contractors or sub-contractors have adequate liability and workers compensation insurance for the project.
8. Applicant is responsible to register security cameras with the Great Falls Police Department.
9. Applicant agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Applicant, or its agents or employees related to the activities under the Environmental Safety Program.

CITY RESPONSIBILITIES

1. The City provides the Applicant with the Environmental Safety Program application.
2. The City reviews the application and determines which activities and expenses are eligible.
3. The City evaluates the eligible expenses as they relate to the program objectives and calculates the matching funds subsidy to determine any potential TIF contribution to the project.
4. The City notifies the Applicant of project approval.
5. The City closes out the application upon satisfactory completion of the project:
 - a. Inspection of the project for completeness and compliance to design submitted in the application.

- b. Reviews lien waivers from contractors, subcontractors, and vendors.
 - c. Reviews paid invoices and/or prevailing wage payroll certification from contractors and vendors.
 - d. Processes claim for payment.
6. The City has absolutely no responsibility for payment of any Applicant's material, laborers, or contractors.
 7. The City shall have no civil liability for any damages or claims arising from any of the Applicant's undertakings.



1 inch = 100 ft



The City of Great Falls uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Great Falls reserves the right to correct, update, modify, or replace, GIS products without notification. The City of Great Falls cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government-produced information. The City of Great Falls shall not be liable for any activity involving this information with respect to lost profits, lost savings or any other damages.



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Program Year 2021 Annual Action Plan Public Hearing

From: Planning and Community Development Department

Initiated By: Tom Micuda, Deputy Director, Planning and Community Development

Presented By: Craig Raymond, Director, Planning & Community Development

Action Requested: Adoption of the Annual Action Plan

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

 "I move that the City Commission (adopt/not adopt) the Program Year 2021 Annual Action Plan."
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends that the City Commission adopt the Program Year 2021 Annual Action Plan.

Summary: Each year, Planning and Community Development staff is required to develop the Annual Action Plan document to outline how Federal entitlement funds from the U.S. Department of Housing and Urban Development (HUD) should be spent in the local community. Specifically, the City receives two Federal entitlement funds. Community Development Block Grant (CDBG) funds are provided to the City to assist with providing services to either low to moderate income clients or low to moderate income geographic areas of the community. The second source of entitlement funds is through HUD's Home Investment Partnerships Program (HOME). This program is designated to support local affordable housing initiatives.

Proposed Funding Priorities in the Annual Action Plan: Last year, the City Commission adopted the Program's 2020-2024 Consolidated Plan that provides policy guidance for funding priorities that are required to be incorporated into each year's Annual Action Plan. The attached Annual Action Plan

implements the Consolidated Plan by focusing on the following programs to be implemented through the use of CDBG and HOME funds: 1) Public Services, 2) Affordable Housing, 3) Housing Rehabilitation, 4) Fair Housing, 5) Economic Development, and 6) Public Facilities and Improvements. Additionally, the Action Plan estimates the allocation of CDBG and HOME funds for each of these program categories as well as the number of individuals that may be assisted by each program.

Public Involvement: For the development of the 2021 Annual Action Plan, a public needs hearing was held by the City Commission on May 4, 2021; a Neighborhood Council of Councils meeting was held on May 25, 2021; and a 15-day public comment period on the proposed Plan will be provided from June 7, 2021 through June 21, 2021. All public comments received by staff at this time have been transcribed and will be attached to the final Action Plan submitted to HUD for their review. One additional public comment that staff received after the June 15 City Commission meeting is attached for the Commission's consideration.

Additional public outreach included notifications via traditional and social media outlets, including the Great Falls Tribune, The Electric, and the City's Facebook page and webpage, as well as direct emails to other public, private, and non-profit agencies. A detailed review of public outreach and citizen participation for the draft Action Plan can be found in sections AP-10 and AP-12 of the document.

To address the input provided during the process, staff notes the following provisions that have been included in the proposed Action Plan:

- The Plan specifically identifies youth services and substance abuse services as priority goals under the Public Service program category, and
- The Plan identifies that both HOME funds and CDBG funds can be used to support affordable housing efforts. Specifically, the Action Plan proposes to use CDBG funds for slum and blight removal in association with affordable housing projects. For new affordable housing construction, staff notes that the City has approximately \$800,000 of unspent HOME funds from prior funding cycles available for eligible projects. Additionally, the City will be receiving approximately another \$1 million of HOME funds later this year in association with the recently approved American Rescue Plan Act. These HOME funds represent a significant opportunity to add new affordable housing stock into the Great Falls community.

Fiscal Impact: Adoption of the Annual Action Plan is a pre-condition for the City to receive its annual allocation of CDBG and HOME grant funds from HUD. For the upcoming fiscal year (FY 2021/2022), the City will receive \$810,605 in CDBG funds and \$283,494 of HOME funds.

Alternatives: The City Commission could elect to not approve or delay approval of the Annual Action Plan. The City has a hard deadline of August 16, 2021 for the Action Plan to be submitted in order for CDBG and HOME funding to be allocated in FY 2021/2022.

Concurrences: The development of the Annual Action Plan does not require any concurrences from other City departments. City departments were involved in the public process to develop the priorities of the current Consolidated Plan. These priorities represent the proposed programs for the 2021 Annual Action Plan.

Attachments/Exhibits:

Proposed Annual Action Plan

Additional Public Input

CITY OF GREAT FALLS

2021 Annual Action Plan for HUD-Funded Programs

Community Development Block Grant (CDBG) and
HOME Investment Partnerships Program (HOME)



Prepared by
City of Great Falls
Planning & Community Development
2 Park Drive South
Great Falls, MT 59401
(406) 455-8443

Public Needs Hearing: May 4, 2021
Draft Released: June 7, 2021
Public Comment: June 7 – June 21, 2021
City Commission Review and Action: July 6, 2021
Submitted to HUD: TBD
Approved by HUD: TBD

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2021 Annual Action Plan

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

The City of Great Falls Annual Action Plan for Program Year 2021 is scheduled for review by the Great Falls City Commission on July 6, 2021. City Commission action on the Annual Action Plan follows a plan development process which included input from local organizations and community residents through a public needs hearing held by the City Commission on May 4, 2021, a Neighborhood Council of Councils meeting on May 25, 2021, and a 15-day public comment period extending from June 7, 2021 through June 21, 2021. Due to a funding allocation error, HUD had granted the City a waiver reducing the public comment period for the 2021 Annual Action Plan to a minimum of 3 days; however, the City chose the longer comment period to ensure greater public involvement.

The purpose of this Annual Action Plan is to implement program year two of the five-year [2020-2024 Consolidated Plan](#), identify the housing and community development needs of low and moderate income (LMI) people in the community, and develop comprehensive, coordinated strategies for addressing those needs using available federal and non-federal resources. This Annual Action Plan for Program Year 2021 serves as the budget for the City of Great Falls Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). Detailed within this Plan are the City's recommended community grant goals and priorities for the upcoming program year, which begins July 1, 2021, and ends June 30, 2022. The City expects to receive an annual allocation of \$810,605 through CDBG and \$283,494 through HOME.

The five-year Consolidated Plan and subsequent Annual Action Plans are required for participation by the City of Great Falls in the U.S. Department of Housing and Urban Development (HUD) CDBG and HOME programs. The Consolidated Plan combines the planning and application requirements for the CDBG and HOME programs. Combining the submission requirements for these two programs allows program planning and citizen participation to take place in a comprehensive context.

Seven priorities and related objectives are identified in the 2020-2024 Consolidated Plan to meet the diverse needs of low to moderate income households in Great Falls. These needs were identified primarily through the plan development process and citizen participation described in this section. Census data and other HUD-provided data were also reviewed to assist in identifying needs.

Summarize the Objectives and Outcomes Identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The seven objectives, or goals, identified in the City's 2020-2024 Consolidated Plan are displayed in the following table.

2020-2024 Goals and Objectives

1	Goal Name	Public Services
	Goal Description	Provide support to public service agencies' operating programs that benefit low to moderate income persons. The City of Great Falls will provide CDBG funds to social service agencies for activities that service low to moderate income people or areas.
2	Goal Name	Affordable Housing
	Goal Description	Increase and preserve affordable housing opportunities for very low to moderate income renters, homeowners, first-time homebuyers, and those experiencing homelessness. This includes affordable housing efforts that require funding to remediate properties negatively affected by slum and blighted conditions.
3	Goal Name	Housing Rehabilitation
	Goal Description	Provide construction and rehabilitation assistance for very low to moderate income homeowners, rental property owners and the Public Housing Authority. The City will focus on upgrading the City's housing stock to meet standard building codes to provide and sustain safe, affordable housing through its revolving loan fund. The City of Great Falls will address Public Housing Authority rehabilitation or modernization projects with the use of CDBG funding.
4	Goal Name	Fair Housing
	Goal Description	Provide funding for activities that affirmatively further fair housing. The City of Great Falls will fund activities that include, but are not limited to fair housing education, counseling, outreach, and referrals pertaining to the laws, rights, and responsibilities related to housing and housing-related transactions, as well as service activities that reduce and remove barriers to fair housing choice.
5	Goal Name	Economic Development
	Goal Description	Provide funding for projects which create decent paying jobs with benefits for persons from low to moderate income households. The City of Great Falls will fund economic development projects which will result in the creation and retention of jobs for low to moderate income people.
6	Goal Name	Public Facilities and Improvements
	Goal Description	Provide public facility and infrastructure assistance, including but not limited to handicap accessibility, energy efficiency improvements, and removal of slum and blighted properties to provide a suitable living environment. The City of Great Falls will prioritize meeting handicap accessibility requirements in public facilities and infrastructure.
7	Goal Name	Planning and Administration
	Goal Description	City staff to administer, manage, and monitor CDBG and HOME funded activities.

Based on the 2020-2024 Consolidated Plan goals and objectives, as well as citizen input during this plan development process, the following priorities have been identified in the Annual Action Plan for Program Year 2021:

Public Improvements: Provide public facility and infrastructure assistance, including but not limited to handicap accessibility, energy efficiency improvements, and removal of slum and blighted properties to provide a suitable living environment. The City of Great Falls will prioritize meeting handicap accessibility requirements in public facilities and infrastructure.

Affordable Housing: Increase and preserve affordable housing opportunities for very low to moderate income renters, homeowners, first-time homebuyers, and those experiencing homelessness through HOME Program funding, including the NeighborWorks Great Falls HOME-funded Down Payment Assistance and Owners in Partnership programs. Affordable housing efforts to remediate properties negatively affected by slum and blighted conditions will be funded through CDBG.

Public Services: Provide funding toward public service projects that specifically focus on addressing Youth Services/Childcare, Health/Mental Health, Homelessness, Substance Abuse, and Fair Housing. All public service projects must be new and/or expanding services that benefit low-to-moderate income persons. The City will allocate 15% of CDBG funds to Public Services.

Residential Housing Rehabilitation: Through the City's CDBG-funded Revolving Loan Fund, provide construction and rehabilitation assistance for very low to moderate income homeowners, rental property owners and the Public Housing Authority. The City will focus on upgrading the community's housing stock to meet standard building codes to provide and sustain safe, affordable housing through its revolving loan fund. The City of Great Falls will address Public Housing Authority rehabilitation or modernization projects with the use of CDBG funding. Housing efforts to remediate properties negatively affected by slum and blighted conditions will be funded through CDBG.

Economic Development: Through the Great Falls Development Authority's CDBG-funded Revolving Loan Fund, provide funding for projects which create decent paying jobs with benefits for persons from low to moderate income households. The City of Great Falls will fund economic development projects which will result in the creation and retention of jobs for low to moderate income people.

Planning and Administration: City staff to administer, manage, and monitor CDBG and HOME funded activities.

In Program Year 2021, the City will continue to provide funding through the following programs utilizing program income:

CDBG Program Income: City of Great Falls – Housing Rehabilitation Loan Program

Great Falls Development Authority – Economic Development Revolving Loan Fund

HOME Program Income: NeighborWorks Great Falls – Down Payment Assistance and Owners in Partnership Program

Evaluation of Past Performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Great Falls receives CDBG funds as an Entitlement City and HOME funds as a Participating Jurisdiction. Year after year, the City's HUD-funded grant programs have successfully met performance expectations to benefit low and moderate income individuals and areas within the community.

Prior to the development of the 2018 Annual Action Plan, more than midway through the 2015-2019 Consolidated Plan cycle, the City evaluated its performance to date. After careful review of the City's practices, staff determined that it was necessary to update the program's Grant Policies to meet the City's current staff capacity and to create a more strategic and sustainable community grant program. Past performance demonstrated that the City was funding many small grants, collaborating with multiple non-profit agencies, and relying solely on subrecipients to reach community goals. Another challenge was that public facility projects were difficult for non-profits to implement due to their lack of knowledge of federal requirements. Evaluation of past performance also identified that many of the same agencies continuously requested funding for the same programs.

The evaluation of these issues led to updating the City's Grant Policies in 2018. The City now balances the funding of subrecipients with providing direct programming in order to reach community goals. Instead of funding many small grants, the City's most recent Annual Action Plans have focused on fewer goals. This narrowed funding approach is intended to make a greater impact by allocating greater funding amounts to a smaller number of projects annually. These updated policies will continue to be implemented in Program Year 2021.

Summary of Citizen Participation Process and Consultation Process

Summary from citizen participation section of plan.

Community involvement is a critical component of the planning process for the effective use and prioritization of CDBG and HOME funds. The Citizen Participation Plan contains the City of Great Falls' policies and procedures for involving the community in the development of the Citizen Participation Plan, Annual Action Plan and the Consolidated Plan; the review of the Consolidated Annual Performance and Evaluation Report (CAPER); and any substantial amendments to the Consolidated Plan. The City's Citizen Participation Plan was adopted by the City Commission on April 20, 2021, following a 15-day public comment period from March 22, 2021, through April 5, 2021. A copy of the Citizen Participation Plan can be found as an appendix to this document and on the City's [website](#).

A Community Needs Assessment survey and three public meetings were held to gather citizen input for the development of the 2020-2024 Consolidated Plan. As detailed in the [Consolidated Plan](#), a total of 529 survey responses were received, and the public meetings were attended by community residents, as well as public agencies, nonprofit agencies, and Neighborhood Council members. For the development of this 2021 Annual Action Plan, a public needs hearing was held by the City Commission on May 4, 2021; a Neighborhood Council of Councils meeting was held on May 25, 2021; and a 15-day public comment period on the proposed Plan was provided from June 7, 2021 through June 21, 2021. All public comments received and themes addressed in public meetings were transcribed and attached to this document as an appendix.

Public outreach included notifications via traditional and social media outlets, including the Great Falls Tribune, The Electric, and the City's Facebook page and webpage, as well as direct emails to other public, private, and non-profit agencies. A detailed review of public outreach and citizen participation for Program Year 2021 is found in sections AP-10 and AP-12 of this Plan.

Summary of Public Comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

All public comments received for the development of this Plan are attached to this document as an appendix. In summary, the City received public input related to the use of CDBG funds for affordable housing development, as well as prioritizing funding for infrastructure, workforce housing, legal services, youth services, substance abuse, and accessibility.

Summary of comments or views not accepted and the reasons for not accepting them

All public comments were noted, transcribed, or accepted into the Annual Action Plan where applicable. No comments or views were rejected.

Summary

The needs of the Great Falls community are greater than the funding provided from the Entitlement Community's CDBG funds or Participating Jurisdiction's HOME funds. Despite this, coordination of public and nonprofit leaders seeks to make the best use of these federal funds. The joint use of the Fair Housing Specialist by the City and Great Falls Housing Authority is an example of working together to solve needs indicated by the community. Great Falls is the only municipality in Montana with this position.

PR-05 Lead & Responsible Agencies – 91.200(b)

Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	GREAT FALLS	Planning & Community Development
HOME Administrator	GREAT FALLS	Planning & Community Development

HUD Table 1 – Responsible Agencies

Narrative

The Planning and Community Development Department is responsible for administering the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) within the City of Great Falls, Montana. An Annual Action Plan is required by the U.S. Department of Housing and Urban Development (HUD) in order to receive federal assistance annually. The City of Great Falls receives CDBG and HOME funds as an Entitlement Community and Participating Jurisdiction, respectively. The City Commission is required to review and approve the Consolidated Plan and associated Annual Action Plans and will continue to do so in July 2021.

The City of Great Falls will submit the 2021 Annual Action Plan to HUD by July 12, 2021, following the required public comment period and City Commission review. The City program year begins July 1 and ends June 30.

Consolidated Plan Public Contact Information

On the web: <https://greatfallsmt.net/planning/consolidated-plan-annual-action-plan>

Call: (406) 455-8443 or (406) 455-8432

Mail: P.O. Box 5021 | Great Falls, MT 59403

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

Introduction

The 2021 Annual Action Plan was authored by City of Great Falls Planning and Community Development Department staff. Other City departments were heavily involved either in attendance/guidance for input meetings or available for consultation in updating current City projects, particularly the Great Falls Housing Authority, Public Works, and Park and Recreation. Nonprofit service agencies, affordable housing service providers, and housing developers were heavily involved in the creation and fulfillment of past and current Consolidated Plan goals and are crucial to the further fulfillment of these goals during the 2021 program year.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City will encourage the participation of public and assisted housing residents from the Great Falls Housing Authority and Opportunities, Inc., to provide input to the City on whether their needs in regard to physical health, mental health, and basic services are being adequately met in the community. In response to this input, the City will make every effort to share this feedback with other public, private and non-profit agencies that provide housing, health services, and social services to these residents.

The City partners with the Great Falls Housing Authority to fund a Fair Housing Program Specialist, and the City is actively engaged with the local Continuum of Care to assist with the collaboration of multiple agencies, including mental health and service agencies, to address homelessness. The City also partners with local Economic Development and Affordable Housing agencies to collaborate on enhancing community growth and providing opportunity for low-income individuals.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Montana Continuum of Care Coalition (MT CoCC) was established by representatives of relevant geographies within the geographic state of Montana for the purpose of carrying out the duties of the CoCC program, as provided for in federal statute 24 CFR Part 578. Great Falls is within Region 5 of this statewide CoCC, and this Region is used to determine homeless survey data from the Montana Department of Health and Human Services.

The City participates in the local Continuum of Care for Homelessness (CoC) group. The CoC group meets monthly throughout the year to expand understanding of the services needed by those who are homeless, to facilitate consolidation and coordination of homeless services and to improve service delivery to people experiencing homelessness. The CoC meetings provide a networking opportunity and assist in keeping funding options open for future HUD homeless grant funds. Since September 2017, the

CoC has incorporated a Coordinated Entry System and bi-monthly Case Conferencing meetings. The progression of the CoC has allowed the community service providers to collaborate, partner, and offer wraparound services to address the community's needs.

The City encourages applications for federal homeless grant funds for projects assisting homeless people through the Montana Continuum of Care Coalition (MT CoCC) statewide application process. The MT CoCC is a statewide entity which addresses homelessness issues and is the main vehicle for organizations in Montana to apply for federal homeless grant funds. If local agencies pursue projects through the MT CoCC, the local CoC will support all appropriate proposals. The City will also encourage our local CoC to undertake activities which will move toward reaching the federal goal of ending chronic homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

ESG funds are not projected to be available for the City for Program Years 2020-2024.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	NEIGHBORWORKS GREAT FALLS
	Agency/Group/Organization Type	Housing Services - Housing Services-Education Regional organization Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input on community needs; attended Public Needs Hearing and offered comments; attended meetings with City staff to develop potential project ideas for proposed Affordable Housing funds.

2	Agency/Group/Organization	GREAT FALLS DEVELOPMENT AUTHORITY
	Agency/Group/Organization Type	Services-Education Services-Employment Regional organization Planning organization Business Leaders Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input on community needs; attended Public Needs Hearing and offered comments; attended meetings with City staff to develop potential project ideas for proposed Economic Development funds.
3	Agency/Group/Organization	CITY PARK AND RECREATION - COMMUNITY RECREATION CENTER
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Facility/ADA Improvements
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Attended meetings with City staff to develop potential project ideas for proposed Public Infrastructure funds.
4	Agency/Group/Organization	Great Falls Public Housing Authority
	Agency/Group/Organization Type	Housing PHA Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Attended CoC meetings and bi-monthly Case Conferencing meetings. Attended meetings with City staff to develop potential project ideas for Public Housing Modernization.

5	Agency/Group/Organization	North Central Independent Living Services
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input on community needs; attended Public Needs Hearing and offered comments; attended CoC meetings.
6	Agency/Group/Organization	ALLIANCE FOR YOUTH
	Agency/Group/Organization Type	Services - Housing Services-Children Services-homeless Services-Health Services-Education Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input on community needs; attended Public Needs Hearing and offered comments; attended CoC meetings.
7	Agency/Group/Organization	St. Vincent de Paul
	Agency/Group/Organization Type	Services - Housing Services-homeless Food Boxes
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input on community needs; submitted written comments for Public Needs Hearing; attended CoC meetings.
8	Agency/Group/Organization	United Way of Cascade County
	Agency/Group/Organization Type	Services-homeless Services-Health Services-Education Services-Employment Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input on community needs; submitted written comments for Public Needs Hearing; attended CoC meetings.
9	Agency/Group/Organization	YWCA
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-homeless Services-Health Services - Victims Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input on community needs; submitted written comments for Public Needs Hearing; attended CoC meetings.

10	Agency/Group/Organization	Family Promise of Great Falls
	Agency/Group/Organization Type	Services - Housing Services-Children Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input on community needs; submitted written comments for Public Needs Hearing; attended CoC meetings.
11	Agency/Group/Organization	Montana Legal Services Association
	Agency/Group/Organization Type	Service-Fair Housing Regional organization Legal Services
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input on community needs; submitted written comments for Public Needs Hearing.

HUD Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City attempted to contact local public and private agencies with public notice announcements and information via electronic mail as well as traditional and social media platforms. Media outlets included KFBB, KRTV, the Great Falls Tribune, The Electric, and the City's webpage and Facebook page. Our community is noteworthy for its numerous existing social service and housing agencies, and all play a key role in participatory and advisory sessions that shape our Annual Action Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Montana Continuum of Care Coalition	Coordinates local and statewide housing and services for households experiencing homelessness
City of Great Falls Growth Policy Update	City of Great Falls	Dedicated Housing section informs needs for all four housing goals (Fair and Affordable Housing, Rental Rehabilitation, and Homeownership)

PHA 5-Year and Annual Plan	GFHA, U.S. Department of Housing and Urban Development	Quantifiable goals and objectives for very low to low income needs; including public improvements (building sites), Affordable Housing
Great Falls Downtown Master Plan (2011)	City of Great Falls	Consists of census tracts qualifying as Low to Moderate Income areas, Housing Rehabilitation, Affordable rental goals
Analysis of Impediments to Fair Housing Choice (2015-2019)	City of Great Falls	Goals and strategies that address Fair and Affordable Housing
Comprehensive Housing Affordability Strategy	City of Great Falls	Needs assessment for previous goals and included in previous Strategic Plans (2011-2015; 2015-2019)

HUD Table 3 – Other local / regional / federal planning efforts

Narrative (or Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l)).

The City of Great Falls works closely with state and county agencies in determining the needs of the region despite the relative isolation of Great Falls from adjacent municipalities. For example, the community of Black Eagle is adjacent to the city limits but is found within the county jurisdiction, and the Malmstrom Air Force Base is adjacent but outside city limits. Over the last several years, representatives from Malmstrom have engaged extensively with City staff about the challenges in finding quality and affordable rental housing units for the Malmstrom employees who are unable or choose to live outside of airbase property. In recent years, the Comprehensive Housing Affordability Strategy (CHAS) for 2010-2020 was conducted by a “Great Falls/Cascade County Housing Planning Group” to consider both city and county housing needs.

AP-12 Participation – 91.105, 91.200(c)

Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting.

The goals outlined in this Plan are primarily driven by community input through the Community Needs Assessment survey that was incorporated into the Consolidated Plan, Neighborhood Council meetings, a public needs hearing, and the public comment period. The City intentionally provided multiple avenues of public engagement to ensure the priority-setting process was community-driven and inclusive. The 2021 goals reflect the community's identified priorities, which allows for strategic funding in areas of need. These funding priorities will be used by City staff as a guideline for awards throughout the year.

Citizen Participation Outreach

1	Mode of Outreach: PUBLIC NEEDS HEARING	
	Target of Outreach	Minorities, Persons with disabilities, Non-targeted/broad community, Residents of Public and Assisted Housing
	Summary of response/attendance	Four organizations attended and commented at the Public Needs Hearing, while seven others presented written comments via email.
	Summary of comments received	Comments received were related to the use of CDBG funds for affordable housing development, as well as prioritizing funding for infrastructure, workforce housing, legal services, youth services, substance abuse, and accessibility. Comments received are included as an appendix.
	Summary of comments not accepted and reasons	No comments were rejected.
2	Mode of Outreach: PUBLIC MEETING	
	Target of Outreach	Minorities, Persons with disabilities, Non-targeted/broad community, Residents of Public and Assisted Housing
	Summary of response/attendance	Staff member attended Council of Councils meeting on May 25, 2021, to present the City's Strategic Plan Goals and solicit input for Program Year 2021 activities and priorities. Attendees included Neighborhood Council representatives, community residents, reporter with the <i>Tribune</i> , and two City Commissioners.
	Summary of comments received	Comments received pertained to program requirements for income verification and how entitlement funds work in relation to recent funds the City has received through the American Rescue Plan Act (ARPA). All comments are summarized and included as an appendix.
	Summary of comments not accepted and reasons	No comments were rejected.
3	Mode of Outreach: PUBLIC HEARING	
	Target of Outreach	Minorities, Persons with disabilities, Non-targeted/broad community, Non-profit agency personnel, faith-based institutions

	Summary of response/attendance	A second Public Hearing will be held on July 6, 2021, when the City Commission votes on the 2021 Annual Action Plan. Updates to this section will be made following the hearing.
	Summary of comments received	Comments received are included as an appendix.
	Summary of comments not accepted and reasons	No comments were rejected.
4	Mode of Outreach: INTERNET OUTREACH	
	Target of Outreach	Minorities, Persons with disabilities, Non-targeted/broad community, Residents of Public and Assisted Housing, Non-profit agency personnel, faith-based institutions
	Summary of response/attendance	The City's website and Facebook page were utilized to provide additional sources of Public Notice for the following: public comment period for the proposed Citizen Participation Plan from March 22 – April 5, 2021; Public Needs Hearing on May 4, 2021; public comment period for the proposed Annual Action Plan from June 7 - June 21, 2021; Public Hearing on July 6, 2021; and to host the proposed Citizen Participation Plan and Annual Action Plan drafts for public review, comment, and download.
	Summary of comments received	Comments received are included as an appendix.
	Summary of comments not accepted and reasons	No comments were rejected.
5	Mode of Outreach: NEWSPAPER AD	
	Target of Outreach	Minorities, Persons with disabilities, Non-targeted/broad community, Residents of Public and Assisted Housing, Non-profit agency personnel, faith-based institutions
	Summary of response/attendance	Legal Advertisements were placed with the Great Falls Tribune to run on the following dates for the corresponding Public Notices: March 21, 2021 and March 28, 2021 for the 15-day comment period from March 22–April 5, 2021 for the proposed Citizen Participation Plan; April 18, 2021 and April 25, 2021 for the May 4, 2021 Public Needs Hearing; June 6, 2021 and June 13, 2021 for the 15-day comment period from June 7, 2021-June 21, 2021 for the proposed Annual Action Plan; June 20, 2021 and June 27, 2021 for the July 6, 2021 Public Hearing.
	Summary of comments received	Comments received are included as an appendix.
	Summary of comments not accepted and reasons	No comments were rejected.

HUD Table 4 – Citizen Participation Outreach

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

All staff activities used in creating and implementing the Annual Action Plan are provided from the 20% of CDBG funds allotted for Administrative spending.

The expected resources include the annual allocations of CDBG and HOME federal grant funds that Great Falls receives as an Entitlement City and Participating Jurisdiction. The grant amounts are actual allocations for Program Year 2021. If the grant funding or program income comes in above or below the expected amounts identified in the Priority Table below, the project allocations (AP-38 Projects Summary) will be adjusted.

Anticipated Resources

Program	Source of Funds	Expected Amount Available for Program Year				Expected Amount Available Remainder of ConPlan
		Annual Allocation:	Program Income:	Prior Year Resources:	Total:	
CDBG	public - federal	\$810,605	\$225,000	\$1,621,160	\$2,656,765	\$2,400,000
<i>Uses of Funds</i>	<i>Acquisition, Economic Development, Housing, Public Improvements, Public Services, Admin and Planning</i>					
<i>Description</i>	<i>CDBG funds are anticipated to be \$800,000 annually for the program years 2020-2024.</i>					
HOME	public - federal	\$283,494	\$300,000	\$1,687,963	\$2,271,457	\$840,000
<i>Uses of Funds</i>	<i>Acquisition, Homebuyer Assistance, Rehabilitation (Multifamily & Homeowner), New Construction (Multifamily & Homeowner), Admin and Planning</i>					
<i>Description</i>	<i>HOME funds are anticipated to be \$280,000 annually for the program years 2020-2024.</i>					

HUD Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funding will be leveraged with the support of local, state, and outside (private) sources of funding. CDBG and HOME projects can maximize their local impact within the Great Falls community when combined with leveraged local resources among area providers.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

None appropriate.

AP-20 Annual Goals and Objectives

Goals Summary Information

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Services	2021	2022	Homeless, Non-Homeless Special Needs, Non-Housing Community Development	City of Great Falls	Public Services	CDBG: \$96,590	Public service activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
2	Affordable Housing	2021	2022	Affordable Housing, Homeless, Non-Homeless Special Needs	City of Great Falls	Affordable Housing	HOME: \$800,000 CDBG: \$ 60,000	Homeowner Housing Added: 5 Household Housing Units Rental Units Rehabilitated: 4 Household Housing Units Direct Financial Assistance to Homebuyers: 7 Households Assisted
3	Housing Rehabilitation	2021	2022	Affordable Housing, Public Housing, Non-Homeless Special Needs	City of Great Falls	Housing Rehabilitation	CDBG: \$500,000	Rental Units Rehabilitated: 10 Household Housing Units Homeowner Housing Rehabilitated: 5 Household Housing Units
4	Fair Housing	2021	2022	Affordable Housing, Public Housing, Homeless, Non-Homeless Special Needs	City of Great Falls	Fair Housing	CDBG: \$25,000	Public service activities other than Low/Moderate Income Housing Benefit: 120 Persons Assisted

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Economic Development	2021	2022	Non-Housing Community Development, Economic Development	City of Great Falls	Economic Development	CDBG: \$166,000	Jobs created/retained: 5 Jobs
6	Public Facilities and Improvements	2021	2022	Public Housing, Non-Homeless Special Needs, Non-Housing Community Development	City of Great Falls	Public Facilities and Improvements	CDBG: \$500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
7	Planning and Administration	2021	2022	Planning and Administration	City of Great Falls	Planning and Administration	CDBG: \$162,121 HOME: \$28,349	

HUD Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Services
	Goal Description	The City of Great Falls will provide CDBG funds to social service agencies for activities that provide services for low to moderate income people or areas. The City will focus efforts on meeting the needs of our homeless population, health/mental health needs, substance abuse, and underserved youth this program year. Applications will not be limited to these activities; however, the City will give priority to applications that directly address homelessness, health/mental health, substance abuse and youth services.
2	Goal Name	Affordable Housing
	Goal Description	Increase and preserve affordable housing opportunities for very low to moderate income renters, homeowners, first-time homebuyers, and those experiencing homelessness. This includes affordable housing efforts that require funding to remediate properties negatively affected by slum and blighted conditions.
3	Goal Name	Housing Rehabilitation
	Goal Description	Provide construction and rehabilitation assistance for very low to moderate income homeowners, property owners and the Public Housing Authority. The City will focus on upgrading the City's housing stock to meet standard building codes to provide and sustain safe, affordable housing through its revolving loan fund. The City of Great Falls will address Public Housing Authority rehabilitation or modernization with the use of CDBG funding. Housing efforts to remediate properties negatively affected by slum and blighted conditions will be funded through CDBG.

4	Goal Name	Fair Housing
	Goal Description	Provide funding for activities that affirmatively further fair housing. The City of Great Falls will fund activities that include but are not limited to fair housing education, counseling, outreach, and referrals pertaining to the laws, rights, and responsibilities related to housing and housing-related transactions, as well as service activities that reduce and remove barriers to fair housing choice.
5	Goal Name	Economic Development
	Goal Description	All Economic Development Activities in this Program Year will be carried out by GFDA through the administration of their already established CDBG Revolving Loan Fund for the purpose of job creation and retention for low to moderate income households. This program operates on program income from CDBG.
6	Goal Name	Public Facilities and Improvements
	Goal Description	Provide public facility and infrastructure assistance to provide a suitable living environment. The City of Great Falls will prioritize meeting handicap accessibility requirements in public facilities and infrastructure. There will be a focus on funding activities that are associated with public parks, public safety, public recreation as well as slum and blight removal this program year with the understanding that efforts are not limited solely to these priorities.
7	Goal Name	Planning and Administration
	Goal Description	City staff to administer, manage, and monitor CDBG and HOME funded activities.

AP-35 Projects – 91.220(d)

Introduction

The City of Great Falls will strategically focus on 10 projects for funding from the CDBG and HOME program, which includes funding for administration and planning at the HUD limit.

The Fair Housing Program will be a partnership with the Great Falls Housing Authority. The City will also utilize CDBG funds to carry out the Revolving Loan Fund Program as well as support the Fair Housing Specialist position.

Staff will adjust the recommendations based on Timeliness notifications from HUD. The City is required to have no more than 1.5 times its annual CDBG funding allocation plus program income by May 2nd of every year. Therefore, staff will respond to this HUD requirement as needed, while remaining within the identified and approved priorities.

Program Year 2021 Projects

	Project Name
1	2021 Public Services
2	2021 Residential Housing Rehabilitation
3	2021 Public Facilities and Improvements
4	2021 Fair Housing Program
5	2021 CDBG Housing Slum and Blight Removal
6	2021 HOME Investment Partnerships Program Projects
7	2021 HOME NeighborWorks Direct Assistance to Homebuyers
8	2021 HOME CHDO Project
9	2021 Great Falls Development Authority Job Creation
10	2021 CDBG/HOME Administration

HUD Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

The recommended funding allocation priorities are primarily driven by community input through a public needs hearing, Neighborhood Council of Councils meeting, and the public comment period. Staff intentionally provided multiple avenues of public engagement to ensure the priority-setting process was community-driven and inclusive. The City of Great Falls' recommendation is to respectfully utilize the community's input in setting these priorities. These community-identified priorities allow for strategic funding in areas of need and will be used by staff as a guideline for awards throughout the year.

AP-38 Project Summary

Project Summary Information

1	Project Name	2021 Public Services
	Target Area	City of Great Falls
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$96,590
	Description	The City of Great Falls will provide CDBG funds to social service agencies for activities that provide services for low to moderate income people or areas. The City will focus efforts on meeting the needs of our homeless population, health/mental health needs, substance abuse, and underserved youth this Program Year. Applications will not be limited to these activities; however, the City will give priority to applications that directly address the aforementioned needs.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	1000 LMI individuals will benefit from the proposed activity.
	Location Description	City of Great Falls
	Planned Activities	The City will focus efforts on meeting the needs of our homeless population, health/mental health needs, substance abuse, and underserved youth this Program Year. Applications will not be limited to these activities; however, the City will give priority to applications that directly address the aforementioned needs.
2	Project Name	2021 Residential Housing Rehabilitation
	Target Area	City of Great Falls
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: \$500,000

	Description	Provide construction and rehabilitation assistance for very low to moderate income homeowners, property owners and the Public Housing Authority. The City will focus on upgrading the City's housing stock to meet standard building codes to provide and sustain safe, affordable housing through its revolving loan fund. The City of Great Falls will address Public Housing Authority rehabilitation or modernization with the use of CDBG funding. Housing efforts to remediate properties negatively affected by slum and blighted conditions will be funded through CDBG.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	15 LMI households will benefit from this proposed activity.
	Location Description	City of Great Falls
	Planned Activities	Provide construction and rehabilitation assistance for very low to moderate income homeowners, property owners and the Public Housing Authority. The City will focus on upgrading the City's housing stock to meet standard building codes to provide and sustain safe, affordable housing through its revolving loan fund. The City of Great Falls will address Public Housing Authority rehabilitation or modernization with the use of CDBG funding. Housing efforts to remediate properties negatively affected by slum and blighted conditions will be funded through CDBG.
3	Project Name	2021 Public Facilities and Improvements
	Target Area	City of Great Falls
	Goals Supported	Public Facilities and Improvements
	Needs Addressed	Public Facilities and Improvements
	Funding	CDBG: \$500,000
	Description	Provide public facility and infrastructure assistance to provide a suitable living environment. The City of Great Falls will prioritize meeting handicap accessibility requirements in public facilities and infrastructure. There will be a focus on funding activities that are associated with public parks, public safety, public recreation as well as slum and blight removal this program year with the understanding that efforts are not limited solely to these priorities.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	These projects will primarily provide an area benefit to LMI families, an estimated 2000 residents this year.
	Location Description	City of Great Falls
	Planned Activities	Provide public facility and infrastructure assistance to provide a suitable living environment. The City of Great Falls will prioritize meeting handicap accessibility requirements in public facilities and infrastructure. There will be a focus on funding activities that are associated with public parks, public safety, public recreation as well as slum and blight removal this program year with the understanding that efforts are not limited solely to these priorities.
4	Project Name	2021 Fair Housing Program
	Target Area	City of Great Falls
	Goals Supported	Fair Housing
	Needs Addressed	Fair Housing
	Funding	CDBG: \$25,000
	Description	This is a shared position with the Great Fall Housing Authority to provide funding for activities that affirmatively further fair housing. The City of Great Falls will fund activities that include but are not limited to fair housing education, counseling, outreach, and referrals pertaining to the laws, rights, and responsibilities related to housing and housing-related transactions.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	120 LMI families will benefit from the proposed activity.
	Location Description	City of Great Falls
	Planned Activities	The City of Great Falls will fund activities that include but are not limited to fair housing education, counseling, outreach, and referrals pertaining to the laws, rights, and responsibilities related to housing and housing-related transactions, as well as service activities that reduce and remove barriers to fair housing choice.

5	Project Name	2021 CDBG Housing Slum and Blight Removal
	Target Area	City of Great Falls
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$60,000
	Description	The City will allocate funding for affordable housing efforts and housing rehabilitation to remediate properties negatively affected by slum and blighted conditions.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	2 LMI families will benefit from the proposed activity.
	Location Description	City of Great falls
5	Planned Activities	The City will allocate funding for affordable housing efforts to remediate properties negatively affected by slum and blighted conditions.
	Project Name	2021 HOME Investment Partnerships Program Projects
	Target Area	City of Great Falls
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$500,000
	Description	Allocate HOME Investment Partnerships Program (HOME) funds towards new construction and homeownership. HOME funds will be granted to continue the City's mission to improve and grow the community's affordable housing stock. HOME funding can be utilized towards building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	9 LMI households will benefit from this project.
	Location Description	City of Great Falls
	Planned Activities	Allocate HOME Investment Partnerships Program (HOME) funds towards new construction and homeownership. HOME funds will be granted to continue the City's mission to improve and grow the community's affordable housing stock. HOME funding can be utilized towards building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people.
6	Project Name	2021 HOME-NeighborWorks Direct Assistance to Homebuyers
	Target Area	City of Great Falls
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$300,000
	Description	NeighborWorks Great Falls will utilize HOME program income to provide direct assistance to first-time homebuyers.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	7 LMI families will benefit from the proposed activity.
	Location Description	City of Great Falls
	Planned Activities	NeighborWorks Great Falls will utilize HOME program income to provide direct assistance to first-time homebuyers.
7	Project Name	2021 HOME CHDO Project
	Target Area	City of Great Falls
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing

	Funding	HOME: \$42,524
	Description	15% set-aside for HOME CHDO Project
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	At least 1 LMI household will benefit from this project.
	Location Description	City of Great Falls
	Planned Activities	Activities to increase affordable housing stock.
	Planned Activities	Activities to increase affordable housing stock.
8	Project Name	2021 GFDA Job Creation
	Target Area	City of Great Falls
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$166,000
	Description	All Economic Development Activities this Program Year will be carried out by GFDA through the administration of their already established CDBG Revolving Loan Fund for the purpose of job creation and retention for low to moderate income households. This program operates on program income from CDBG.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	5 LMI jobs created/retained.
	Location Description	City of Great Falls
	Planned Activities	All Economic Development Activities this Program Year will be carried out by GFDA through the administration of their already established CDBG Revolving Loan Fund for the purpose of job creation and retention for low to moderate income households. This program operates on program income from CDBG.
9	Project Name	2021 CDBG/HOME Administration
	Target Area	City of Great Falls

Goals Supported	Planning and Administration
Needs Addressed	Planning and Administration
Funding	CDBG: \$162,121 HOME: \$28,349
Description	City staff to administer, manage, and monitor CDBG and HOME funded activities.
Target Date	6/30/2022
Estimate the number and type of families that will benefit from the proposed activities	n/a - City staff to administer, manage, and monitor CDBG and HOME funded activities.
Location Description	City of Great Falls
Planned Activities	City staff to administer, manage, and monitor CDBG and HOME funded activities.

HUD Table 8 – Projects Summary

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic area for the entitlement city, Great Falls, Montana, is outlined as the area within the city limits as established by the City of Great Falls. Data from the 2018 American Community Survey 5-year Estimate suggests that minority populations represent less than 14% of the city's total population. When considering areas of minority concentration, [HUD's CPD Mapping Tool](#) indicates that a larger number of minority households live in Census Tracts 3, 4, 7, and 108 when compared to the rest of the city; however, Great Falls does not have any areas of minority concentration according to Federal Financial Institutions Examination Council (FFIEC) data or as defined by HUD Minority Neighborhoods. The city does, however, have areas of low-income concentration, which are defined as areas where 51% of the population has income at or below 80% AMI.

Geographic Distribution

Target Area	Percentage of Funds
City of Great Falls	100

HUD Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Great Falls does not allocate funding priorities based on geographic needs. Funding priorities are based on community need and the number of individuals or households that can benefit from the limited amount of funding available. Some allocations are based on an area need and focus efforts in LMI areas with 51% LMI residents as calculated using the HUD area benefit calculation tool. This is the only geographic distinction made by the City of Great Falls.

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Great Falls will be using CDBG and HOME funds to support a number of affordable housing projects within the city limits.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	31
Special-Needs	0
Total	31

Table 64 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	19
Acquisition of Existing Units	7
Total	31

HUD Table 10 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The City of Great Falls relies on the Great Falls Housing Authority (GFHA) to provide public housing within the City. The GFHA will responsibly and respectfully provide safe, basic, affordable housing for qualified residents.

GFHA currently manages five public housing sites and two affordable housing sites. These facilities provide 490 units to income qualifying residents through the GFHA's subsidized housing program and another 32 units that are not subsidized but are affordable to low/moderate income households through the GFHA's affordable housing programs.

GFHA is also a manager for Housing Choice Vouchers, formerly known as the Section 8 Program. This program allows private landlords to contract with the GFHA, who inspects the units for Housing Quality Standards and subsidizes the rent for the approved tenant.

Actions planned during the next year to address the needs to public housing

The Housing Authority will continue its multi-year rehabilitation project at the main site (MT2-1 and MT2-2) which involves upgrading the overhead electrical distribution system, street lights, sewer mains, water mains and gas distribution systems for 356 units and major interior renovation of 156 units. The units will be demolished down to the studs and rebuilt, including new roofs; windows; doors; walls; flooring; and electrical, plumbing and heating systems. Exterior sewer, water and electrical services will also be replaced. This modernization project began in 2015 and is expected to take 10 to 15 years to complete, contingent upon funding.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

GFHA encourages tenants to be involved in the management of public housing through having two tenants on the Housing Authority Board of Commissioners. Resident board members serve two-year terms. All members serve without compensation.

GFHA does not provide direct involvement in supporting homeownership. However, they connect tenants who are interested in homeownership to other organizations within the city that provide financial management training, homeownership training, and other forms of assistance.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance.

The Great Falls Housing Authority is not currently designated as troubled.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City will participate in the local Continuum of Care for Homelessness (CoC) group. The CoC group will meet monthly throughout the upcoming year to expand understanding of the services needed by those who are homeless, to facilitate consolidation and coordination of homeless services, and to improve service delivery to people experiencing homelessness. The CoC meetings will provide a networking opportunity and assist in keeping funding options open for future HUD homeless grant funds.

The trend of gradually increasing numbers and needs of homeless people continues in Great Falls. In particular, the Great Falls Rescue Mission continues to see a significant increase in the number of families seeking assistance.

The City will encourage application for federal homeless grant funds for projects assisting homeless people through the Montana Continuum of Care Coalition (MT CoCC) statewide application process. The MT CoCC is a statewide group which addresses homelessness issues and is the main vehicle for organizations in Montana to apply for federal homeless grant funds. The local CoC Chair will be the local liaison with the MT CoCC. If local agencies pursue projects through the MT CoCC, the CoC will support all appropriate proposals.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City of Great Falls does not provide direct assistance to homeless outreach programs. There are a number of agencies within the city that provide special outreach services for homeless persons and their individual needs. The City will continue to work with these organizations to reduce and eventually end homelessness. Opportunities, Inc. continues to be a great resource for the city, facilitating a number of local, state, and federal programs to assist with homelessness. Additionally, NeighborWorks Great Falls, Habitat for Humanity, Rural Dynamics Inc., St. Vincent de Paul of North Central Montana, Volunteers of America, Alliance for Youth, Indian Family Health Clinic, and YWCA, among others, provide services to help prevent homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Great Falls will provide grant funding to address the housing needs of homeless persons through public service activities and its housing rehab program.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Great Falls Rescue Mission (Rescue Mission) is the primary emergency shelter provider in Great Falls. It is difficult to delineate the specific numbers of beds available for emergency shelter versus transitional housing, as the organization does not use governmental funding and is not restricted by specific programming requirements. As a result, the Mission can be flexible regarding bed usage. Whether a specific bed is used for emergency or transitional shelter is driven by actual need on that particular day. Overall, there are 52 beds available in the men's shelter and 65 beds in the women's shelter. In an emergency such as life-threatening weather, the Rescue Mission will also provide additional mats on the floor for men and women and foldaway cribs for children.

The Rescue Mission's Cameron Family Center accommodates 114 beds and focuses on housing homeless families. The beds are set up in 28 rooms with private bathrooms to provide a more private place for families to be together. The facility also has space available for supportive services including a medical/dental clinic, year-round youth programs, and coordinated social services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Opportunities, Inc., provides assistance with eviction prevention and counseling. The City Fair Housing Specialist provides opportunities for training for landlords and tenants on how to avoid evictions. NeighborWorks Great Falls offers foreclosure prevention counseling and financial assistance as well as rental counseling, while Habitat for Humanity offers foreclosure prevention for their partner families. Additionally, Young Parents Education Center offers individual counseling and group classes to help young adults with life skills, referrals to avoid eviction, assistance with rental applications, and coordination with landlords to prevent eviction and homelessness. The Center for Mental Health provides individual counseling and assistance for people being discharged from mental health facilities.

Discussion

The Center for Mental Health has an adult case manager who provides outreach and wellness checks for chronically homeless people. The Center provides outreach to the mentally ill homeless population and conducts evaluations to determine whether symptoms of a mental disorder are evident. The agency coordinates with organizations such as Opportunities, Inc., Office of Public Assistance, Great Falls Rescue

Mission, Salvation Army, and St. Vincent DePaul to provide assistance with housing, food, clothing and payee services.

Opportunities, Inc., provides support to chronically homeless people through screening for homelessness issues during intake, referrals, limited case management, financial assistance, and job training assistance.

The YWCA provides 30 different human service agencies with vouchers for chronically homeless people to use at its used clothing store. The YWCA Mercy Home offers emergency shelter and supportive services for women and children who are victims of domestic violence. The Mercy Home can accommodate 30 women and children. The support services provided include crisis intervention, support groups, information and referral, group counseling, personal advocacy, parenting classes, a 911 cell phone lending program, transportation, legal advocacy, resume building, and employment coaching.

The Indian Family Health Clinic provides community resource information through group sessions provided by staff members.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Great Falls first adopted a zoning ordinance to regulate the use of land and buildings in 1930. The last comprehensive update of these regulations occurred when the Unified Land Development Code was adopted in 2005. The current zoning and subdivision code implements the City's growth policy, Missouri River Corridor Plan, neighborhood plans and Long Range Transportation Plan. The purposes of the code are: 1) to ensure that all development is guided by and gives consideration to the Growth Policy; 2) to provide clear, consistent standards, regulations and procedures for the review of all proposed development within the city; and, 3) to safeguard the public health, safety and general welfare by establishing minimum standards for design and development.

The City reviews development applications to ensure that they are consistent with subdivision regulations, zoning and land use controls and annexation policies. Such codes and policies are designed to create orderly development; provide adequate services including transportation, utilities, and fire and police protection; and promote public health, safety and general welfare.

Costs for building new housing have greatly increased in recent years, but this is due to other factors previously described rather than the cost of meeting code requirements. Existing home prices have greatly increased due to low housing stock. The City's Chief Building Official reports there is also the perception that costs of new building permits are high and require a time-consuming process. However, the total estimated cost for construction permits to build a house is approximately 1% of the structure's value. The building codes may require engineered foundations and this could be a significant cost; however, this is necessary because of the clay formation underlying much of the city. The City works with homeowners to educate them on ways to reduce the cost of permitting whenever possible. The timeline for residential permitting is currently averaging approximately a 7-day turnaround time based on the quality of drawing submittals. There is good accessibility to plans examiners and access to inspectors when needed.

The current zoning and setback requirements can be restrictive for developing affordable housing in situations where developers wish to use odd-size or small lots or construct high density housing. Additionally, no affordable housing incentives such as reduced lot sizes, setback standards or waived building fees are automatically available to developers of affordable housing. Due to land prices and infrastructure costs, smaller lots are being developed for condensed housing at this time. Additionally, the City has worked very successfully with NeighborWorks Great Falls to use the Planned Unit Development process to create customized development standards to support higher density affordable housing development. As result of this partnership, NeighborWorks has successfully completed the Rockcross Apartments project (124 affordable rental units) as well as currently building affordable homes on its Meriwether Crossing subdivision. This subdivision will lead to the eventual addition of 80 affordable, owner-occupied homes into the City's affordable housing inventory.

Traditionally, mobile/manufactured housing has allowed low income families to purchase housing when a conventional home may be out of reach. However, there is limited availability of vacant affordable single lots, mobile home courts will not accept homes that are older than five years, and a zoning change would be required if a new mobile home subdivision were to be developed. There appears to be the demand for an affordable housing option such as improvements to existing mobile/manufactured home parks or development of a new mobile/manufactured home subdivision. Some of those proposed upgrades are cost prohibitive due to some existing mobile home parks being located in the floodplain.

In Montana, property tax is the only way authorized by the legislature for cities to raise money to provide local government service and finance schools. Therefore, the tax burden falls on property owners. The cost of building new housing is also affected by the concept that the user pays. The developer of new housing must pay the full cost of extending water and sewer services, connecting to city utilities and putting in curbs, gutters, sidewalks and paved streets. While these requirements affect the cost of housing, these standards are also important to positively impact the quality, permanence, safety and environmental aspects of the Great Falls community.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Great Falls City Commission sets policy addressing barriers to affordable housing for the city. The Planning and Community Development Department (PCD) deals with all policies related to land use, zoning ordinances, building codes, growth limitations, and fees and charges. The Department researches policy questions and looks for best practices in following the policies set forth by the Commission. Recommendations to the Administration and the Commission are made with input from the public as well as stakeholders that are interested in the policies.

PCD completed an update to the City's Growth Policy in 2013. The Growth Policy strengthened and highlights existing initiatives while creating the pathway for others. It is utilized for guidance in land use, service delivery, policy making and decision making regarding annexation, rezoning, and other discretionary land use decisions. PCD staff are currently working on a minor update to the Growth Policy document that will be followed by a major update to the document during the timeframe of the 2020-2024 Consolidated Plan. This update will address future housing and community development needs.

AP-85 Other Actions – 91.220(k)

Introduction

The Planning and Community Development Department (PCD) administers the CDBG and HOME grant funds that the City is allocated each year. For the 2021 program year, PCD will administer more than one million dollars in funding for projects in public services, affordable housing, housing rehabilitation, fair housing, economic development, and public facilities. These funds come from both federal dollars and program income.

Actions planned to address obstacles to meeting underserved needs

The City will collaborate with non-profit agencies and other governmental departments to seek funding to fill the gaps needed to make projects financially feasible so they can serve low to moderate income families. Efforts will be made to work with social service and housing agencies to encourage collaboration when providing supportive services and housing services. In addition, ongoing technical support and coordination with housing providers and social services agencies will assist with meeting federal requirements in as timely, efficient manner as possible to avoid delays in obtaining federal funding.

Actions planned to foster and maintain affordable housing

The preservation and development of quality, affordable housing continues to be a priority for the City of Great Falls. The [Consolidated Plan](#) details the overall housing strategy, which was developed based on a market analysis, an assessment of housing needs, and extensive community involvement. Data provided by HUD in the Needs Assessment section of the Consolidated Plan (NA-25) indicates that 28.2% of Great Falls households are cost-burdened, meaning they pay more than 30% of their income on housing needs. The goals listed below, as outlined in the Consolidated Plan, seek to foster and maintain affordable housing, affirmatively further fair housing, and preserve housing choice for households in Great Falls:

Affordable Housing Increase and preserve affordable housing opportunities for very low to moderate income renters, homeowners, first-time homebuyers, and those experiencing homelessness. This includes affordable housing efforts that require funding to remediate properties negatively affected by slum and blighted conditions.

Housing Rehabilitation Provide construction and rehabilitation assistance for very low to moderate income homeowners, rental property owners and the Public Housing Authority. The City will focus on upgrading the City's housing stock to meet standard building codes to provide and sustain safe, affordable housing through its revolving loan fund. The City of Great Falls will address Public Housing Authority rehabilitation or modernization projects with the use of CDBG funding.

Fair Housing Provide funding for activities that affirmatively further fair housing. The City of Great Falls will fund activities that include, but are not limited to fair housing education, counseling, outreach, and referrals pertaining to the laws, rights, and responsibilities related to housing and housing-related transactions, as well as service activities that reduce and remove barriers to fair housing choice.

The City of Great Falls certifies to affirmatively further fair housing through its housing programs. Progress on actions taken by the City to affirmatively further fair housing will be reported annually in the City's Consolidated Annual Performance and Evaluation Report (CAPER).

By regulation, at least 15% of HOME funds must be set-aside for a Community Housing Development Organization (CHDO). As NeighborWorks Great Falls is currently the only CHDO in the community, they will be allocated at least 15% of HOME funds for the upcoming year.

Actions planned to reduce lead-based paint hazards

Preventive and rehabilitative measures will be taken in all CDBG and HOME funded housing and public facilities projects that serve young children to ensure the extinction of lead-based paint hazards. All rehabilitation projects in which the building was constructed before 1978 will address lead-based paint regulations. Information about lead-based paint hazards will be provided to all people who apply for City housing rehabilitation loans. If lead-based paint is found during initial testing on a project where families with children under the age of six reside they will be referred for testing for lead-based paint exposure.

All CDBG and HOME funded housing project sites which have visual paint deterioration where rehabilitation will take place will be tested by a certified risk assessor for the presence of lead-based paint using the XRF Technology Lead Analyzer. On any sites that test positive, only contractors certified in safe work practices will be used for abatement. Clearance tests will be performed by an Environmental Protection Agency (EPA) certified risk assessor and a certified laboratory after interim controls are completed.

The City will pay for lead-based paint testing on all projects through the City's housing rehabilitation programs, with homeowners only incurring greater costs if a contractor has to be hired. The City will provide outreach activities for lead-based paint hazards through notifying contractors of the availability of lead-based paint certification classes if certified private companies hold such classes during the upcoming year. Lead-based paint hazards will be taken into consideration on all pertinent CDBG-funded projects being undertaken by sub-grantees.

Actions planned to reduce the number of poverty-level families

All planned activities for Program Year 2021 will promote the reduction of poverty-level families by providing resources and opportunities to assist low-income individuals to be able to grow and prosper. One specific example is that 15% of the CDBG Budget, approximately \$120,000, will be allocated to

provide public services to reduce the number of poverty-level families. This will provide funding toward public service projects that specifically focus on addressing barriers in the areas of homelessness, health/mental health, substance abuse, youth services, and fair housing. All public service projects must be new and/or expanding services that benefit low-to-moderate income persons.

The City will also work with Opportunities, Inc., which provides a number of programs to assist LMI families.

Actions planned to develop institutional structure

The City has no plans at this time to make any significant institutional structure changes. The Planning and Community Development Department will continue to further develop and implement best practices to streamline the administration of federal funds. For example, the City recently expanded the size of its Municipal Grant Committee and soon plans to modify its grant application process to implement a compressed grant application cycle as opposed to allowing grants to be filed throughout the program year.

Actions planned to enhance coordination between public and private housing and social service agencies

In addition to the formal structure inherent in administering CDBG and HOME funds, the City will pursue informal communication and coordination with public and private housing agencies, other government agencies, private businesses, non-profit community agencies and other entities who work to meet the housing assistance and support service needs of low income and moderate income people in the community. The City will coordinate with local agencies to help reduce duplication of programs, to emphasize efficient service delivery for local, state and federal programs and to identify and overcome gaps in the institutional structure for carrying out the previously described strategies developed to address the priority needs.

The nine Neighborhood Councils will meet on a regular basis to discuss neighborhood issues. It is anticipated that local, non-profit agencies and governmental departments will use Neighborhood Council meetings as a forum to disseminate information about their organizations. There will be an ongoing agenda item at all City Commission meetings to give Neighborhood Council members an opportunity to report on specific issues of concern. The Neighborhood Councils will hold three Council of Council meetings in the upcoming year to discuss matters of citywide importance. The City Communications Specialist serves as the Neighborhood Council coordinator and will communicate regularly with City management on issues brought up by the Neighborhood Councils. The Communications Specialist will actively participate in a variety of groups and committees to help increase governmental coordination with community members.

The Continuum of Care for Homelessness will meet in an ongoing effort to identify needs and coordinate delivery of services for people experiencing homelessness. The City will continue its close working

relationship with the Great Falls Housing Authority. This relationship will include such aspects as sharing of staff, environmental clearances, and fair housing activities. The City Commission appoints the Housing Authority Board of Commissioners and the City Manager appoints the Executive Director of the Housing Authority. Housing Authority staff is made up of City employees. The City will complete environmental reviews for all Housing Authority sponsored construction and rehabilitation projects; therefore, the City will be aware of and review any proposed development projects or proposed demolition of public housing units.

The City will work with private and public organizations to foster communication and delivery of information to the public regarding housing and social services to be provided.

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following Table also identifies program income that is available for use.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table of this section. The following Table also identifies program income that is available for use.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Great Falls does not intend to use any other form of investment beyond eligible activities listed in 24 CFR 92.205(a).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

All City HOME funds used for ONLY development and include NO direct assistance to a homebuyer will follow the resale provisions as required by federal regulation 24 CFR 92.254(a)(5)(i)(A). The HOME funds will be secured with a deed restriction.

The resale option will require that the home remain affordable for the period of affordability by ensuring that, if the property is sold during the period of affordability, that it is sold to an income eligible buyer, that it is affordable to a reasonable range of low to moderate income homebuyers, and that the original buyer receives a fair return, if the market allows.

When defining “*affordable to a reasonable range of low-income homebuyers*” it will mean that the home resale price will be affordable to the individuals or families at or below 80% of AMI. The general standard for affordability is 30% as a maximum percentage of income that a household should dedicate to housing costs. Consequently, what is *affordable to a reasonable range of low-income homebuyers* would be defined as a family at or below 80% of AMI paying no more than 30% of income for principal, interest, property taxes, and insurance.

When defining “*fair market return on investment*” the City will calculate based on an appraisal of the property. To determine the amount of market appreciation, if any, will be done by calculating the difference between the initial and resale appraisals. This figure will represent the basis for calculating the fair return on investment. In a declining market, it is possible that there will not be a return.

To calculate “*affordable to a reasonable range of low-income homebuyers*” as well as the “*fair market return on investment*”:

(Resale Appraisal – Initial Appraisal) x Clearly defined standard or index = Fair return on investment to homeowner

Affordable price at sale + Fair return on investment to homeowner = Resale price

Example:

Fair Market Value at Sale (Initial Appraisal): \$200,000

Affordable Price at Sale: \$150,000

Standard or Index: 25%

Fair Market Value at Resale (Resale Appraisal): \$275,000

Increase in Market Appreciation: \$275,000 - \$200,000 = \$75,000

Fair Return on Investment: \$75,000 x .25 = \$18,750

Resale Price: \$150,000 + \$18,750 = \$168,750

City HOME funds used as subsidies augmenting the affordable purchase by low to moderate income first-time homebuyer families of newly constructed or rehabilitated single family homes will be through NeighborWorks Great Falls (NHS) for its Owners in Partnership (OIP) program where NeighborWorks Great Falls operates as the owner and developer of the properties. NeighborWorks Great Falls is the City's only Community Housing Development Organization (CHDO). All City HOME funds used for first-time homebuyers down payment and closing cost assistance will be through NeighborWorks Great Falls in its role as a HOME grant subrecipient. The HOME funds will be secured with a deed restriction. Each down payment assistance grant to homebuyers is secured with a deed restriction stating that if the house is sold, the grant monies must be returned.

NeighborWorks Great Falls will comply with the Recapture Provisions established in §92.254(a)(5)(ii). Recapture permits the original homebuyer to sell the property to any willing buyer during the period of affordability while NeighborWorks Great Falls is able to recapture all or a portion of the HOME-assistance provided to the original homebuyer. Two key concepts in the recapture requirements – *direct subsidy to the homebuyer* and *net proceeds* - must be understood in order to determine the amount of HOME assistance subject to recapture, and the applicable period of affordability on the unit. The recapture approach requires that all or a portion of the *direct subsidy* provided to the homebuyer be recaptured from the *net proceeds* of the sale.

Direct HOME Subsidy - is the amount of HOME assistance, *including any program income* that enabled the homebuyer to buy the unit. The direct subsidy includes down payment, closing costs, interest subsidies, or other HOME assistance provided directly to the homebuyer. In addition, direct subsidy includes any assistance that reduced the purchase price from fair market value to an affordable price. If HOME funds are used for the cost of developing a property and the unit is sold below fair market value the difference between the fair market value and the purchase price is considered to be directly attributable to the HOME subsidy.

Net Proceeds - are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. Under no circumstances can NeighborWorks Great Falls recapture more than is available from the net proceeds of the sale. The recapture option is used because it is generally easier to administer than the resale option. The recapture option works well when the sale of the property will most likely preserve affordability without the imposition of resale restrictions.

Of the four basic recapture options that are described in the HOME rule and discussed in CPD 12-003, NeighborWorks Great Falls uses “**3. Shared Net Proceeds.**” In this option, the HOME rule states that if the net proceeds are not sufficient to recapture the entire HOME investment or a reduced amount as described above, plus enable the homebuyer to recover the amount of the down payment and any investment in the form of capital improvements made by the homebuyer since purchase, NeighborWorks may share the net proceeds. In practice, this approach has been the most widely used model and has been applied to all recapture situations, not just insufficient net proceeds. Shared net proceeds, in combination with the pro rata reduction over time, is the most commonly used approach.

To calculate the amount of net proceeds (or shared appreciation) to be returned:

- 1) Divide direct HOME subsidy by the sum of the direct HOME subsidy and the homebuyer’s investment,
- 2) Multiply by the net proceeds to calculate the amount of HOME investment to return,

$$\frac{\text{Direct HOME Subsidy}}{\text{Direct HOME Subsidy} + \text{Homebuyer Investment}} \times \text{Net Proceeds} = \text{HOME Recapture}$$

To calculate the amount of net proceeds (or shared appreciation) available to the homebuyer:

- 1) Divide the homebuyer’s investment by the sum of the direct HOME subsidy and the homebuyer’s investment,
- 2) Multiply by the net proceeds to calculate the amount of homebuyer investment to return to the homebuyer.

$$\frac{\text{Homebuyer Investment}}{\text{Direct HOME Subsidy} + \text{Homebuyer Investment}} \times \text{Net Proceeds} = \text{Amount to Homebuyer}$$

Written Agreements – NeighborWorks Great Falls executes a set of HOME written agreements that accurately reflects the recapture provisions with the homebuyer at the time of sale. These detailed written agreements, including an Occupancy Agreement, HOME rider to the Deed of Trust, and Deed Restriction Agreement, ensure that all parties are aware of the specific HOME requirements applicable to the unit (i.e., period or affordability, principal residency requirement, terms and

conditions of either the resale or recapture requirement), and helps NeighborWorks and the City of Great Falls enforce those requirements. When revisions to the recapture provisions in the City of Great Falls Annual Action Plan are submitted, homebuyer written HOME agreements are modified to reflect any changes. The written agreement creates a legal obligation for the City of Great Falls, NeighborWorks and the homebuyer. The HOME written agreements are separate legal documents from any loan instrument and comply with the requirements of §92.504(c)(5) of the HOME rule.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds (See 24 CFR 92.254(a)(4)) are as follows:

A Deed Restriction for HOME funds used ONLY for development and include NO direct assistance to a homebuyer will contain the following provisions: federal regulation 24 CFR 92.254(a)(5)(i)(A).

- Principal residency requirement (including a separate Home Occupancy Agreement signed by the borrower)
- Deed Restriction will be executed at time of closing and recorded at that time.
- Original Developer gets the right of first refusal to buy back the property
- New buyer must be income eligible
- Remaining resale restrictions apply to the new buyer upon transfer
- There must be a “*fair return on investment*” to the original buyer – if the market supports that
 - “*Fair Return on Investment*” will be calculated based on an appraisal of the property. To determine the amount of market appreciation, if any, will be done by calculating the difference between the initial and resale appraisals. This figure will represent the basis for calculating the fair return on investment. In a declining market, it is possible that there will not be a return.
- The home must be affordable

A Deed Restriction containing the following provisions will be used to enforce HOME Program requirements for activities with both HOME funded development subsidy and HOME funded direct assistance to a homebuyer:

- Principal residency requirement (including a separate Home Occupancy Agreement signed by the borrower)
 - Recapture provision based on net proceeds available from sale (voluntary or involuntary)
 - Deed Restriction will be executed at time of closing and recorded at that time.
- An agreement between NeighborWorks Great Falls and the City of Great Falls

ensures that the CHDO complies with all recapture provisions established, most recently updated in 2015. It notes when and how recapture is scheduled to occur. While a deed restriction acts as the primary agreement between borrower and lender, information provided in the Program Income Policy clearly states the terms of recapture to the prospective homeowner, the required length of affordability, and strongly associates responsibility to (ultimately) the Participating Jurisdiction, the City of Great Falls. This policy is attached as an appendix.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Great Falls has no current plans to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Thomas Micuda

From: Katie Batterbee <kbatterbee@nwgf.org>
Sent: Monday, June 21, 2021 12:20 PM
To: Tonya Shumaker
Cc: Sherrie Arey
Subject: Public Comment - NWGF

Hi Tonya, see below public comment regarding the annual action plan from NeighborWorks Great Falls.

Calculation of Fair Market Return/Resale Value (Page 43-44):

As a recipient of HOME development subsidy, we question whether the example equation fits current uses of funds. The way HOME is currently used is that the appraised fair market value is the homebuyer purchase price, aka the "affordable price at sale". (HOME is not subsidizing the purchase price as referenced by a \$50,000 gap in the example). The resale price equation using the "affordable price at sale" is confusing in relation to using HOME for development subsidy.

It may be beneficial to have "Affordable price at sale" be named "Homebuyer Purchase Price" – this would show that fair market value and that the purchase price maybe, and with current uses, is most likely the same number.

Example: Fair Market Value at Sale (Initial Appraisal): \$200,000

Affordable Price at Sale: \$150,000

Standard or Index: 25%

Fair Market Value at Resale (Resale Appraisal): \$275,000

Increase in Market Appreciation: \$275,000 - \$200,000 = \$75,000

Fair Return on Investment: \$75,000 x .25 = \$18,750

Resale Price: \$150,000 + \$18,750 = \$168,750

HOME Resale Provision and the Use of Presumption of Affordability

As stated in 92.254(a)(5)(b), certain housing may be presumed to meet resale restrictions through the presumption of affordability based on the neighborhood market conditions. We would ask the City to consider adding this option to this and future annual action plans to target downtown areas severely affected by blight. As stated in the annual plan, Census Tracts 3, 4, 7 and 108 are areas of low income and minority concentration and it may be beneficial to the City and those who live in those areas to have targeted investment of HOME funds. Allowing the presumption of affordability in designated low income census tracts would allow for more straightforward compliance, incentivizing development subsidy (new home construction) in those designated areas – removing blight and investing in downtown neighborhoods. A market analysis would be needed and the housing market analysis done along with the consolidated plan may be helpful in developing a plan or market analysis that may work for HOME requirements.

2021 HOME Investment Partnerships Program Projects

NeighborWorks Great Falls asks the City to consider HOME investment partnership funds for affordable multifamily rental development. The goal to "Increase and preserve affordable housing opportunities for very low to moderate income renters, homeowners, first-time homebuyers, and those experiencing homelessness. This includes affordable housing efforts that require funding to remediate properties negatively affected by slum and blighted conditions" may directly benefit from funds being used for affordable rental development.

Thank you for considering our comments.



Katie Batterbee

Director of Marketing and Real Estate | NeighborWorks Great Falls

P: 406-216-3513 | F: 406-761-5852 | www.nwgf.org

509 1st Ave South, Great Falls, MT 59401



From: Tonya Shumaker <tshumaker@greatfallsmt.net>

Sent: Tuesday, June 8, 2021 12:53 PM

Subject: RE: Notice of Public Comment



**CITY OF GREAT FALLS
2021 Annual Action Plan**

The City of Great Falls is requesting comments and views on the proposed 2021 Annual Action Plan. In order for the City of Great Falls to continue to receive Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) federal grant funds from the U.S. Department of Housing and Urban Development (HUD), the City must prepare a 2021 Annual Action Plan for its HUD-funded programs. The City expects to receive an annual allocation of \$810,605 through CDBG and \$283,494 through HOME. The proposed Annual Action Plan will be available for viewing at the Great Falls Public Library and at the City's Planning and Community Development Office, Civic Center, Room 112, during regular business hours, as well as the City of Great Falls website (<https://greatfallsmt.net>). The 15-day comment period will begin June 7, 2021, and end June 21, 2021. Given the need to expedite actions to respond to a formula error resulting in an increase in the Fiscal Year 2021 CDBG allocation, HUD waives 24 CFR 91.105(b)(4), (c)(2), and (k) for local governments and reduces the public comment period for grantees preparing FY 2021 Plans from 30 days to no less than three days. Any interested agencies, groups, or persons may submit comments pertaining to the proposed Annual Action Plan to Tonya Shumaker, tshumaker@greatfallsmt.net. Comments can also be mailed to the City of Great Falls Planning and Community Development Department, P.O. Box 5021, Great Falls, MT, 59403-5021. For further information, please call 455-8443. Special accommodations will be available for persons with disabilities and/or limited English proficiency upon request and within reason, including alternative formats of distribution and/or translated versions of the proposed document. If special accommodations are needed, please use the Text Telephone (TTY) Montana Relay Service at 1-800-253-4091 or dial 711.

City of Great Falls e-mails may be subject to Montana's Right To Know law (Article II Sec 9, Montana Constitution) and may be a Public Record (2-6-1002, M.C.A.) and available for public inspection.



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Carter Commons Affordable Housing Proposal Public Hearing

From: Housing Solutions, LLC

Initiated By: Tyler Currence, Housing Solutions, LLC

Presented By: Alex Burkhalter, Housing Solutions, LLC

Action Requested: Conduct Public Hearing

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing.
-

Suggested Motion:

No action is required by the City Commission. A record of the public hearing will be forwarded to the Department of Commerce, Board of Housing.

Staff Recommendation: Staff recommends the City Commission conduct the public hearing on whether Carter Commons meets a community housing need. Housing Solutions, LLC ran the notice of the public hearing before the City Commission in the Great Falls Tribune on June 22, 2021 and July 6, 2021.

Summary: As part of its application for the Low-Income Housing Tax Credits (“LIHTCs”) which will finance Carter Commons, Housing Solutions, LLC is required to solicit public comment on whether the proposed qualifying low-income rental housing property meets a community housing need. This is the public’s opportunity to comment on the proposal.

Background: LIHTCs are a federal tax credit which serve as a financing source for rent and income restricted housing. They are the main financing source for affordable multifamily homes in the United States. Receiving these tax credits is a competitive process. Carter Commons will be competing with other projects from around the state for this limited resource.

Attachments/Exhibits:

See attached flyer and public comments.



Affordable Senior Living

Carter Commons

GREAT FALLS, MONTANA

Unit Mix:

- 24: 1 Bedroom – 600 sq ft
- 12: 2 Bedroom – 782 sq ft

Monthly Rental Rates:

- 1 Bedroom - \$510 - \$775
- 2 Bedroom - \$610 - \$900
- Monthly rent includes all utilities!

Household Income Range:

- 1 Person - \$19,880 - \$29,820
- 2 Person - \$22,720 - \$34,080

Unit Amenities:

- Frost Free Refrigerator
- Range – Stove/Oven
- Dishwasher
- In Sink Disposal
- Microwave
- Washer & Dryer in Unit
- Air Conditioning
- Large Closets
- Blinds
- Bedroom and Living Ceiling Fan
- Neutral Paint colors
- Hardwood Cabinets

Building Amenities

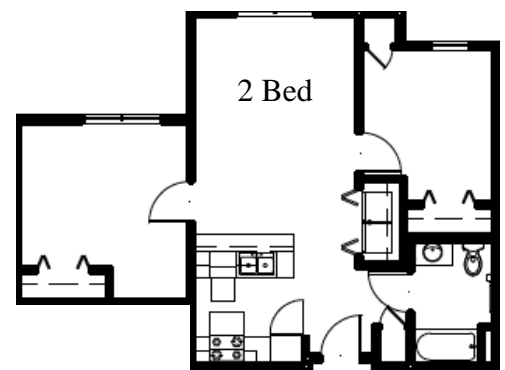
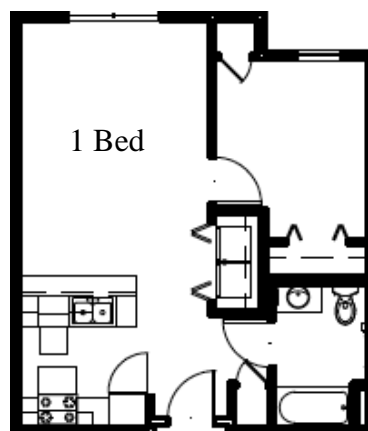
- Manager's Office
- Community Room
- Patio
- Elevator
- Secure Entry

Location Map on Reverse

Carter Commons is designed with convenience, community and safety for today's active senior citizens at an affordable price. Our age 55 and older residents will find Carter Commons to be in a great location. Located off of 3rd St. just across from Carter Park, Carter Commons provides easy access to downtown Great Falls as well as the many amenities off of 10th Ave. just to the south. The Great Falls Transit District Southcentral route runs directly by the property and the transfer station is located less than a half mile away and will take residents to their desired location.

Carter Commons will be a mix of 36 one- and two-bedroom apartment homes. The large community room and patio can be enjoyed with both old and new friends. In addition to all essential appliances, each apartment home will include a washer/dryer, the convenience of an elevator and the security of a controlled entry building.

Floor Plans:



Would you like to help?

Housing Solutions, LLC is currently pursuing Housing Tax Credits from the Montana Board of Housing to make this low rent and income project a reality. If you would like any further information about the project or would like to express your support, please contact us.



Affordable Senior Living

Carter Commons

GREAT FALLS, MONTANA





1801 Benefis Court Great Falls, MT 59405
Toll Free - 1.800.551.3191 Phone - 406.454.6990 Fax - 406.454.6991

June 24, 2021

City Commission
2 Park Drive South
Great Falls, MT 59401

RE: Public Comment for Carter Commons

Dear City Commissioners:

As the Director of Cascade County Aging Services, I would like to take this opportunity to express support for the Carter Commons project. We provide a number of services to older adults including meals on wheels, homemaker services, the state health insurance program (Medicare/open enrollment counseling), respite care services and transportation as well as information and referral services to anyone who has questions regarding elder care or service issues. Allowing the elderly to age in place, safely, and with independence and dignity is the goal of Aging Services.

The Carter Commons project addresses a critical need in Great Falls for additional affordable housing for seniors as well as the need to ensure that their housing is safe, well maintained, and provides for their independence. The location of this project between downtown and 10th Avenue South provides accessibility to City-County Health, Alluvion, the Great Falls Transit Hub, other government services and businesses that provide goods and services to seniors. Currently most affordable housing has wait lists, rents are on the rise and the supply of safe homes is low. Carter Commons will bring much needed homes to Great Falls. It will offer accessible features and design elements that support safety, independence and dignity for the seniors of Great Falls.

We are prepared to provide services to the residents of Carter Commons and support Housing Solutions proposed project. This project is urgently needed, and we look forward to helping support its future residents.

Sincerely,

Kimberliegh L. Thiel-Schaaf, Director
Area VIII Agency on Aging – Cascade County

CARTER COMMONS

Affordable Senior Living



HOUSING
SOLUTIONS

Great Falls, Montana

Introduction

- Housing Solutions LLC
 - Formed in 2012
 - 7 Properties Completed & 2 Underway
 - 3 States
 - Montana - Kalispell, Missoula, Glendive, Polson
 - North Dakota – Dickinson
 - Wyoming – Casper, Cody, Evanston
- Alex Burkhalter
 - 18 Years Experience
 - 21 Properties
 - 801 Apartment Homes
 - Montana, North Dakota, Wyoming



HOUSING
SOLUTIONS

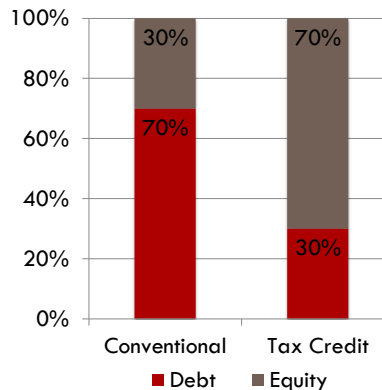
Senior Projects



Housing Tax Credits

- Federal Program, enacted 1986
- 90% of New Affordable Rental Housing created with HTC
- Administered by Individual States
- Success comes from Public/Private Partnership
- Assistance with Construction and Development Costs
 - ▣ By creating tax incentive for investors, equity is increased, and debt is lowered.
 - ▣ Lower debt servicing allows lower rents.
 - ▣ No rental or operating assistance

**Debt/Equity Structure
Conventional vs. Tax Credit**



HTC's – Who Do They Serve?

- For Households at or below 60% AMI - Figures Published by HUD Annually

- ▣ Cascade County Income Limit @ 60% AMI 4 people - \$42,600

- ▣ Cascade County Income 100% AMI 4 People \$64,900

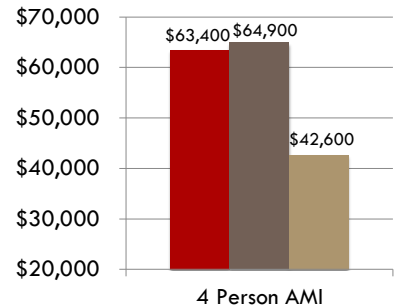
- Some units targeted deeper

- ▣ 40% and 50%

- Typical resident is in entry level position

- ▣ Retailers, Hotel's, Quick Service Food

- Elderly on fixed income



■ National Non Metro Median Income

■ Cascade County

■ HTC Property - 60% AMI

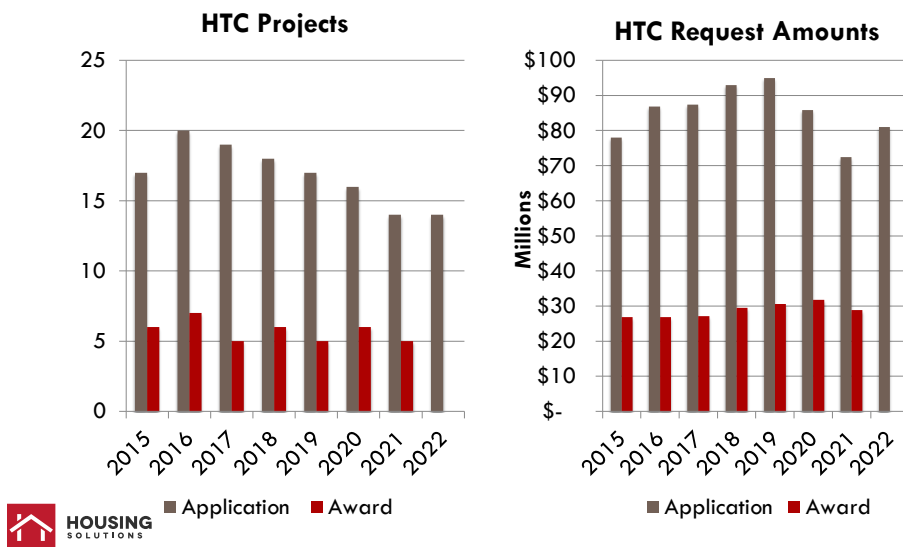


Montana Housing

- State Agency (a division of the Department of Commerce) designated by the IRS to administer the the program
- 7-person board – appointed by Governor
- Monitors projects under development and throughout operations
- Enforcement of remedies against non-compliant projects
- Tasked with awarding the Housing Tax Credits annually
- Publish the Qualified Allocation Plan
- **Very strong demand for this valuable resource**



Housing Tax Credits in Montana



2022 Round Letter's of Intent

Name	City	Units	Request
Valley Court Apts	Glasgow	12	\$2,960,000
Carter Commons	Great Falls	36	\$6,491,250
River Ridge Apts	Kalispell	30	\$6,400,000
Riverview Apts	Big Sky	25	\$6,491,250
South Lake Apts	West Yellowstone	20	\$5,391,600
Hardin Senior Housing	Hardin	24	\$4,438,010
Junegrass Place	Kalispell	24	\$4,780,000
Bicentennial Apts	Dillon	58	\$5,598,932
Cabinet Aff Housing	Libby	24	\$6,491,000
Yellowstone Plaza	Belgrade	30	\$6,400,000
Baatz Perm Supp Apts	Great Falls	24	\$6,100,000
Tapestry Apts	Billings	34	\$6,435,000
Grant Creek Commons	Missoula	32	\$6,491,250
Polson Shores	Polson	30	\$6,491,250
Total Requested			\$80,959,542

2022 Round Letter's of Intent



Name	City	Units	Request
Carter Commons	Great Falls	36	\$6,491,250
Riverview Apts	Big Sky	25	\$6,491,250
Hardin Senior Housing	Hardin	24	\$4,438,010
Junegrass Place	Kalispell	24	\$4,780,000
Bicentennial Apts	Dillon	58	\$5,598,932
Cabinet Aff Housing	Libby	24	\$6,491,000
Baatz Perm Supp Apts	Great Falls	24	\$6,100,000
Tapestry Apts	Billings	34	\$6,435,000
Total Requested			\$46,825,442



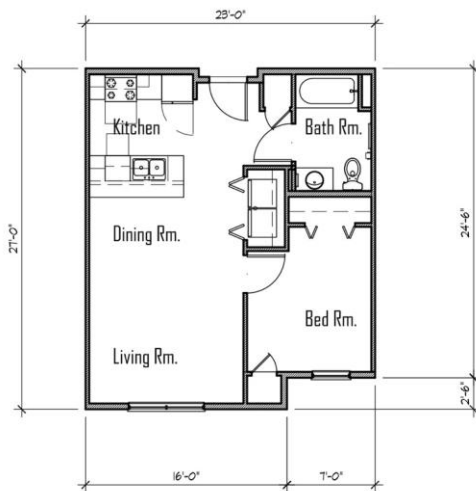
A PROJECT FOR GREAT FALLS?

Affordable Senior Living



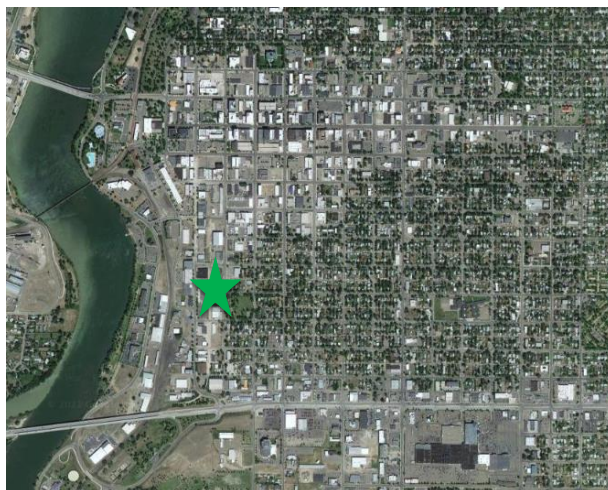
Great Falls, Montana

Unit Floor Plan



Location

14



Location

15



Affordability

Rental Rates
90% of the homes are here

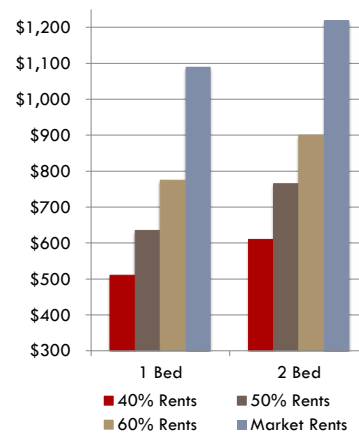
AMI	40%	50%	60%	Market Rents
1 Bed	\$510	\$635	\$775	\$1,090
2 Bed	\$610	\$765	\$900	\$1,220

Carter Commons rents include all utilities!

Resident Income Limits

Size	40%	50%	60%
1 Person	\$19,880	\$24,850	\$29,820
2 Person	\$22,720	\$28,400	\$34,080

Monthly Rental Rates



Preliminary Market Study

- Senior Homes Needed!
 - ▣ 317 new **SENIOR** homes needed!
 - ▣ Low capture rate of 11%
 - ▣ 3rd largest city in Montana
 - Last senior development, Cascade Ridge, was funded in 2015!



Development Timeline

- Application and Award
 - ▣ Letter of Intent – April 12th
 - ▣ Invitation to Apply – May 25th
 - July 6th ▣ Complete Application Due – August 2nd
 - ▣ Projects Selected for Awards – October 18th
- Development
 - ▣ Complete Plans & Construction Start – June 2022
 - ▣ Construction Complete – June 2023



CARTER COMMONS

Affordable Senior Living



HOUSING
SOLUTIONS

Great Falls, Montana



Commission Meeting Date: July 6, 2021

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Dedication of 29th Street Southwest described as the east 60 feet of Lot 2A, Block 1 of Flying J Travel Plaza Addition located in the SE 1/4 of Section 21, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County, Montana

From: Lonnie Hill, Planner I, Planning and Community Development

Initiated By: Aaron Corbett, Turbo Transportation Group, LLC

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission approve the dedication of 29th Street Southwest described as the east 60 feet of Lot 2A, Block 1 of Flying J Travel Plaza

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the dedication of 29th Street Southwest described as the east 60 feet of Lot 2A, Block 1 of Flying J Travel Plaza as legally described within this report”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends approval of the dedication of 29th Street Southwest described as the east 60 feet of Lot 2A, Block 1 of Flying J Travel Plaza.

Summary:

At the conclusion of a public hearing held on October 6, 2020, the City Commission approved Resolution 10372, to annex Tract 1B of Certificate of Survey No. 5077 and the adjoining right of way of Jasper Road. The City Commission additionally approved the minor subdivision to create Lots 1-4 of Double T Estates with establishment of C-3 Highway Commercial zoning for Lots 1-3 and R-2 Single-family Medium Density zoning for Lot 4 of the proposed Double T Estates subdivision.

Pursuant to the approved Improvement Agreement, which is included as an attachment, the Owner is required to first dedicate and then construct 29th Street Southwest from 38th Avenue Southwest to the proposed Poplar Drive extension. This will allow the annexed 40.77 acre property to be accessed from existing City streets to the west and facilitate the first phase of development on Lot 1. Public infrastructure plans are currently under review for improvements to 29th Street Southwest and Poplar Drive along Lot 1 of the proposed Double T Estates. Additionally, a building permit is under review for the planned truck

wash located on Lot 1 of the proposed Double T Estates. It is anticipated that both public infrastructure improvements and development of Lot 1 will begin when all prerequisite items, such as this dedication and reimbursements, have been completed. Design and installation of the utilities and roadway improvements for the project are required to be consistent with City standards and the submitted plans shall be approved by the City of Great Falls before construction begins.

Fiscal Impact:

The cost of the infrastructure improvements to 29th Street Southwest will be borne by the applicant per the agreed upon terms of the attached Improvement Agreement. All improvements are to be owned and maintained by the City upon completion.

Alternatives:

The City Commission could deny the dedication of 29th Street Southwest. This decision would cause the access to remain as an easement, rather than right of way.

Concurrences:

Representatives from the City's Public Works, Legal, and Fire/Rescue Departments have been involved throughout the review and approval process for this project, and will continue to participate throughout the permit approval process. Both Engineering and Environmental Divisions of Public Works and the Legal Department have collaborated on the approved Improvement Agreement as well as the review of the proposed infrastructure improvements.

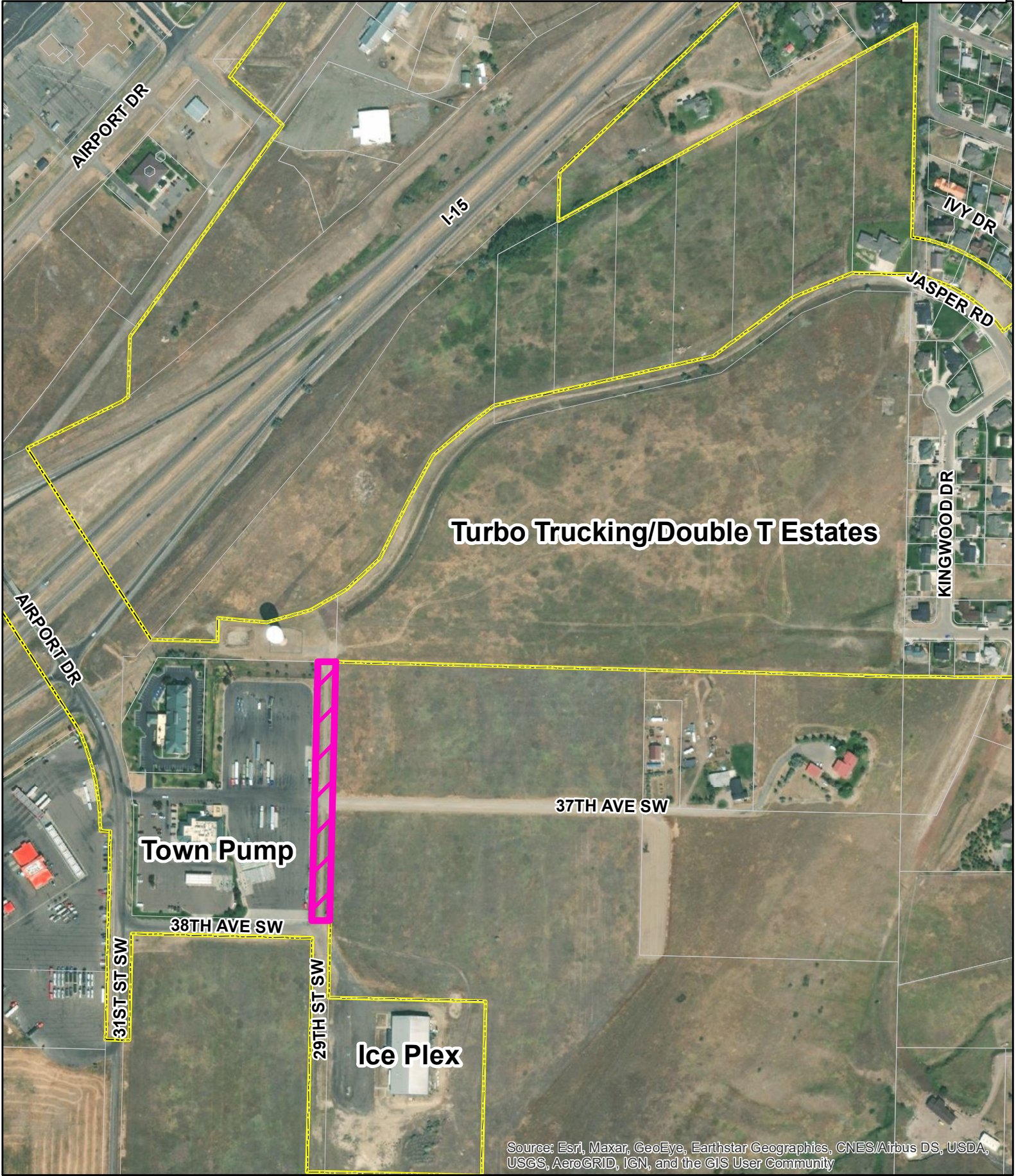
Attachments/Exhibits:

Aerial Map

Draft of Dedication Plat

Improvement Agreement

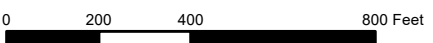
Aerial Map



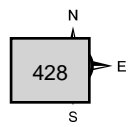
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



29th St SW Proposed for Dedication



Date: 6/21/2021
Author: LH, Planning



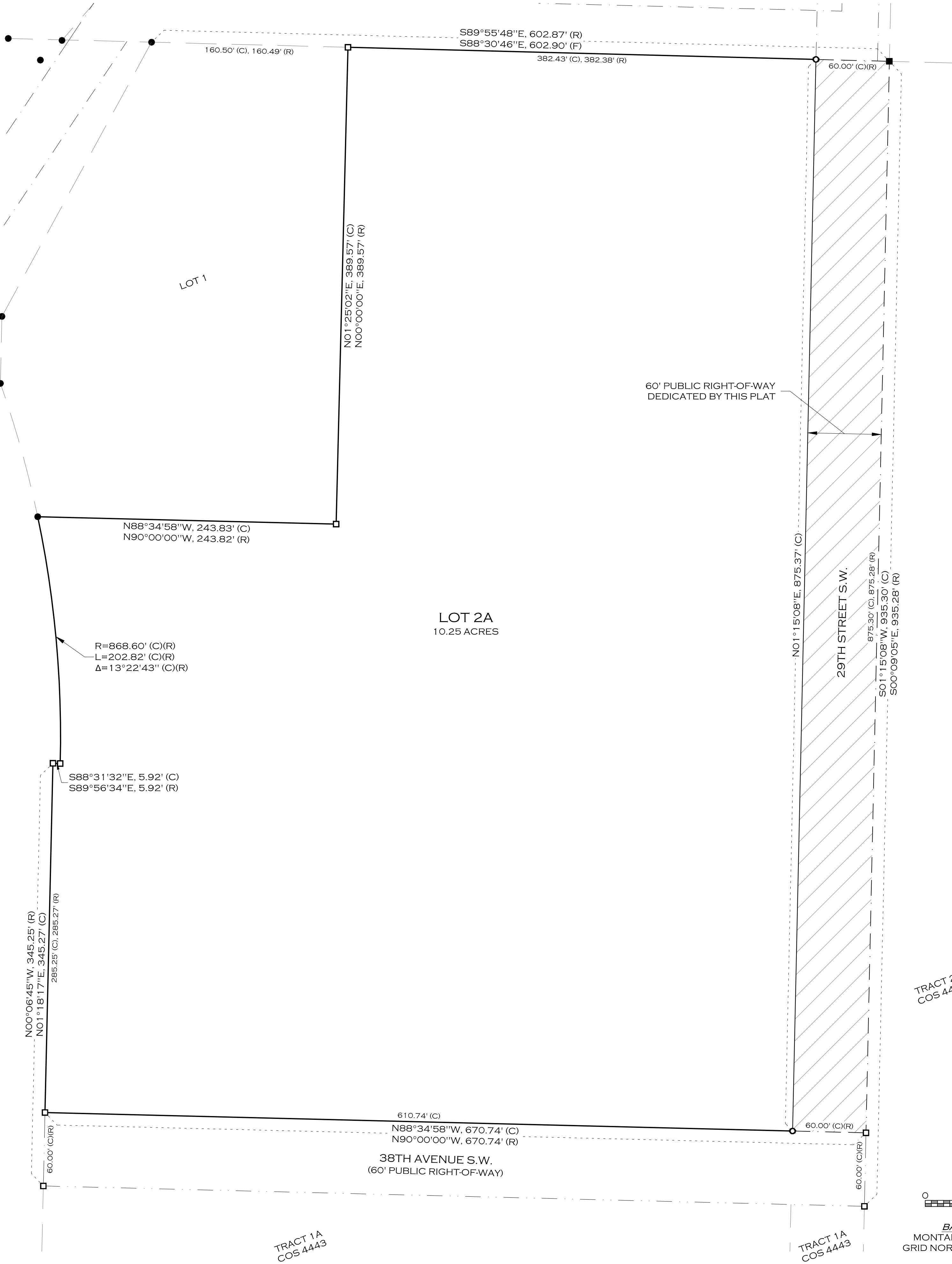
PLAT OF
LOT 2A, BLOCK 1, FLYING J TRAVEL PLAZA ADDITION

LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

OWNER OF RECORD:
#####

SUBDIVIDER:
#####

TOTAL SUBDIVISION AREA:
11.45 ACRES (GROSS)
10.25 ACRES (NET)



PURPOSE OF SURVEY

THE PURPOSE OF THIS SURVEY IS TO DEDICATE 29TH STREET SOUTHWEST.

PERIMETER DESCRIPTION

LOT 2 OF THE CORRECTED PLAT OF LOTS 1 & 2, BLOCK 1, FLYING J TRAVEL PLAZA ADDITION, A SUBDIVISION LOCATED IN THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, PRINCIPAL MERIDIAN MONTANA, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA.

CERTIFICATE OF OWNERS

WE DO HEREBY CERTIFY THAT WE DEDICATE AND DONATE AS RIGHT-OF-WAY, TO THE USE OF THE PUBLIC FOREVER A PORTION OF LOTS 2 OF THE CORRECTED PLAT OF LOTS 1 & 2, BLOCK 1, FLYING J TRAVEL ADDITION P#200625, AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY MONTANA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT ALSO BEING A POINT ON THE WEST RIGHT-OF WAY OF 29TH STREET SOUTHWEST; THENCE S01°15'08"W ALONG SAID BOUNDARY, A DISTANCE OF 875.30 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT 2; THENCE N88°34'58"W ALONG SAID BOUNDARY, A DISTANCE OF 60.00 FEET; THENCE N01°15'08"E, A DISTANCE OF 875.37 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 2; THENCE S88°30'46"E ALONG SAID BOUNDARY, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

FURTHER, THE UNDERSIGNED HEREBY GRANTS UNTO EACH AND EVERY PERSON, FIRM OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER, OR SEWER SERVICES TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REMOVAL OF THEIR LINES AND OTHER FACILITIES, IN, OVER, UNDER, AND ACROSS EACH AREA DESIGNATED ON THIS AMENDED PLAT AS "UTILITY EASEMENT" TO HAVE AND HOLD FOREVER.

OWNER

BY _____
AUTHORIZED AGENT, OWNER

STATE OF MONTANA)

:SS

COUNTY OF CASCADE)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2021
BY _____ AS AN AUTHORIZED AGENT OF OWNER.

SS _____

CITY OF GREAT FALLS, MONTANA

BY _____
GREGORY T. DOYON, CITY MANAGER, CITY OF GREAT FALLS, MONTANA

STATE OF MONTANA)

:SS

COUNTY OF CASCADE)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2021
BY GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, MONTANA.

SS _____

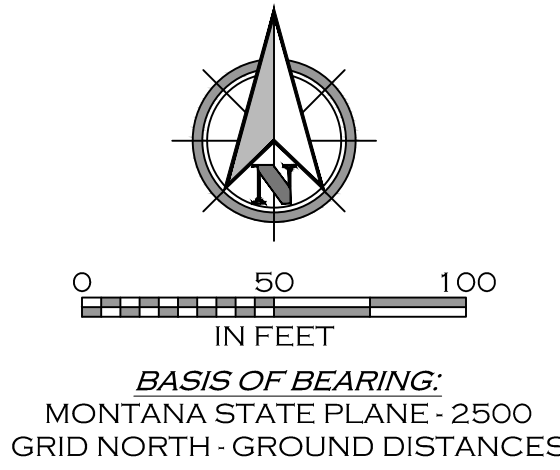
CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON THE DATE SHOWN HEREON.

BY _____
MICHAEL D. SHAYLOR, PLS
MONTANA REGISTRATION NO. 19110 LS

DATE _____

TRACT 2A
COS 4443



W

WOITH ENGINEERING, INC.

ENGINEERS & SURVEYORS

405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955
3600 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9505
• WWW.WOITHENG.COM •

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1/4	SECTION	TOWNSHIP	RANGE
<input checked="" type="checkbox"/>	21	20 N	3 E

PRINCIPAL MERIDIAN MONTANA
CASCADE COUNTY, MONTANA
WEI JOB#: 1928
DRAWN: GRH
QA: MDS
DATE: JUNE 18, 2021
FILENAME: 29TH.DWG
SHEET 1 OF 1

**IMPROVEMENT AGREEMENT FOR TURBO AUTO TRANSPORT DEVELOPMENT,
LOCATED IN THE NE ¼ OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M.,
CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this _____ day of _____, 2020, between Turbo Auto Transport LLP, hereinafter referred to as "Owner", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for the annexation of four tracts of land into the corporate limits of the City legally described as Lots 1-4 of Double T Estates located in the NE 1/4 of Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as "Subject Properties". The Owner agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Properties. The City is authorized to enter into this Agreement by §§17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owner, as required by the City's approval of the annexation and supporting documents. Generally, this Agreement:

1.1 Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the development of the Subject Properties;

1.2 Insulates the Subject Properties from the impact of changes in the City's zoning regulations, provided that no substantial changes in the development of the subject properties are proposed;

1.3 Requires the Owner to guarantee that the agreed-upon improvements contained in this agreement are made in a timely manner by providing the financial securities required by the Official Code of the City of Great Falls (OCCGF);

1.4 Provides for the inspection and warranty of the required improvements before they are accepted for operation and maintenance by the City;

1.5 Waives protest by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;

1.6 Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;

1.7 Contemplates reimbursements to the Owner when neighboring properties that benefit from certain improvements made by the Owner are developed;

1.8 Embodies certain conditions that are imposed by the City upon approval of the subdivision and annexation of the Subject Properties in order to facilitate their enforcement; and

1.9 Indemnifies the City from challenges to its approval of the subdivision and annexation of the Subject Properties and holds it harmless from errors and omissions in the approval and oversight of the improvements relating to development of the Subject Properties.

2. Duration. The term of this Agreement begins at the date here above written and with the exceptions stated below, ends at the time the warranty required by Section 12 of this Agreement on the required improvements installed by the Owner, expires and the funds securing that warranty are released.

2.1 If Work Does Not Begin. This Agreement may be amended if final construction plans for the Development are not submitted for approval within three years of the date of the City Manager's signature on this Agreement.

2.2 Failure to Build. The Owner's failure to complete improvements in accordance with the final construction plans may result in the City retaining the security required in Section 13 of this Agreement. It may also void this Agreement and the vested rights established by Section 9, below.

2.3 Failure to Pay. The Owner's failure to make timely payment of its share of any of the off-site improvements listed in Section 10, below, voids the Agreement and the vested rights established by Section 10. It may also result in the City attempting to collect the amount due by any lawful means.

3. Supporting Documents. Each of the following supporting documents are to be submitted for review and approval by the City.

3.1 Plat. The Plat of Double T Estates, to be filed on record in the Clerk and Recorder's Office of Cascade County, Montana, upon approval by the City of Great Falls.

3.2 Construction Documents. Engineering drawings, specifications, reports and cost estimates (preliminary and final), prepared for the Subject Properties, consisting of documents for, but not limited to the public sanitary sewer, water, storm drain, and street improvements. Construction documents shall be designed in compliance with the Standards for Design and Construction Manual.

3.3 As Built Drawings. "As Built" reproducible 4 mil mylar drawings and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City of Great Falls; and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City of Great Falls office upon completion of the construction.

3.4 Legal Documentation. Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the authority and responsibilities of owners relating to the Subject Properties, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

4. Changes. The Owner understands that failure to install required improvements in accordance with the final construction plans approved for the development of the Subject Properties is a breach of, and may void, this Agreement. The Owner also understands that such failure is a violation of the OCCGF and is subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this improvement agreement) is hereby authorized to allow minor changes to approved plans, as provided below:

4.1 Minor Changes. Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Properties, can be made as follows:

4.1.1 Before making changes, the Owner must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within ten (10) business days of receipt of the revised plans.

4.1.2 Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the annexation and subdivision of the Subject Properties or the OCCGF.

4.1.3 Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.

4.1.4 Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. Owner must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

4.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. "Substantial Change" versus "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

4.2.1 A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator; changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

5. Fees. The Owner understands that it is required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with the Subject Properties shall not constitute a waiver by the City.

5.1 Recording Fees. The Owner is responsible for all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

5.2 Engineering Inspections. The Owner is responsible to pay all applicable engineering fees established by Resolution of the City of Great Falls or its successors.

5.3 Permit Fees. The Owner or subsequent developer is responsible to pay all applicable planning and building permit fees established by Resolution of the City Commission of the City of Great Falls.

5.4 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be paid at the times of tapping and connections.

5.5 Storm Drain Fee. The Owner is responsible to pay a storm drain fee in the amount of \$250 per acre for the subject properties. This would equal a total of **\$10,192.50** for the total 40.77 acres of the Subject Properties. The total storm drain fee is to be paid to the City no later than 30 days after City Commission action to annex the Subject Properties into the City.

5.6 Park Fee in Lieu of Land Dedication or Parkland Dedication. Park fee in lieu of land dedication will be calculated and applied at the time of subdivision of the Subject Properties into residential lots.

5.7 Application Fees. In addition to the fees outlined above, application fees paid by the Owner are: the \$2,000.00 application fee for establishment of zoning, the \$500.00 application fee for annexation, and the \$1,250.00 application fee for a minor subdivision which have been paid prior to this Agreement.

6. Site Conditions. The Owner warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Development will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions.

7. On-Site Improvements. The on-site improvements required prior to certificate of occupancy of any structure built upon the Subject Properties shall include everything required to provide water, sanitary sewer, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, and access, and other requirements as may be required by OCCGF. Access for purposes of emergency vehicles shall be installed to the City specifications prior to the issuance of any building permits for the Subject Properties. The Owner shall provide public utility easements for all required public utilities. The Owner agrees to install on-site stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls, where applicable. Stormwater quantity and quality control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls. Additionally, for all commercial and industrial properties, an enforceable operation and maintenance agreement with the City and the Owner is required to ensure private stormwater control measures function properly.

8. Permits. This Agreement must be approved by the City Commission and signed by the City Manager and the Owner before permits for any work will be approved, including, but not limited to, grading for streets or trenching for the installation of utilities.

9. Vested Rights. The approval of this Agreement by the City create a vested right that protects the Owner from changes in the zoning regulations of Title 17 of the OCCGF until this Agreement expires, as provided in Section 2 of this Agreement. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances,

nor does it protect the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the owner from compliance with changes to state and federal requirements. This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the approved final construction plans of the development of the Subject Properties.

10. Required Public Improvements. The public improvements required for the development of the Subject Properties shall be installed as shown on the final construction plans that are submitted to and approved by the City of Great Falls prior to issuance of the Certificate of Occupancy. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 13. Any reimbursements owed to the Owner for the installation of public improvements are outlined in Section 14. Any reimbursements to be paid by the Owner for previously installed public improvements are outlined in Section 15.

10.1 Water. The Owner hereby agrees to extend an 8 inch public water main through the proposed public right-of-way from the existing main on the proposed 29th Street Southwest to the east boundary of Lot 1 consistent with City standards and submitted plans approved by the City of Great Falls, including the addition of the required fire hydrant(s). The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of water main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement, the location of which shall be approved by the City. The improvement is to be owned and maintained by the City upon completion.

10.2 Sanitary Sewer. Installation of a public sanitary sewer main to service Lot 1 is not required due to the existing 8 inch line that runs across the property from east to west.

10.3 Roadways and Sidewalks. The Owner agrees to construct 29th Street Southwest from 38th Avenue Southwest to the proposed Poplar Drive, including its intersection with 38th Avenue Southwest and its intersection with Poplar Drive. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. Construction of this street shall include curb and gutter. All street improvements are to be owned and maintained by the City upon completion. The Owner additionally agrees to install sidewalks along the west side of 29th Street Southwest between 38th Avenue Southwest and Poplar Drive, as well as a driveway approach across the ingress/egress easement signed as 37th Avenue Southwest. Adjoining property owners within the City of Great Falls are responsible for the maintenance of the sidewalk, boulevard landscaping and trees after construction.

The Owner agrees to construct the intersection of 29th Street Southwest and the proposed Poplar Drive. This intersection shall include a driveway approach to the property surveyed as COS 5077 to the west and a T intersection with curb and gutter. A sidewalk and ADA pedestrian crossings shall traverse from the west side of 29th Street Southwest northward, then eastward across the north side of the intersection to then connect with the proposed sidewalk on the north side of the proposed Poplar Drive. The owner additionally agrees to construct a vehicular gravel access drive from the north end of the intersection to the property line of the property surveyed as COS 3342.

The Owner agrees to construct the proposed Poplar Drive from 29th Street Southwest to the east property line of Lot 1 of the Double T Estates Subdivision consistent with City standards and submitted plans approved by the City of Great Falls. Construction of this street shall include curb and gutter and

a temporary cul-de-sac on Lot 2 at the terminus of the developed portion of Poplar Drive. The Owner additionally agrees to install sidewalks and boulevard trees on the north side of the developed portion of Poplar Drive. All street improvements are to be owned and maintained by the City upon completion. In compliance with OCCGF, the adjoining property owner is responsible for the maintenance of the sidewalk, boulevard landscaping and trees on the north side. The owner is responsible for the maintenance of the landscaping within the right-of-way on the south side of Poplar Drive until the adjacent property adjoining Poplar Drive to the south is annexed into the city.

11. Future Required Public Improvements Relating to Subdivision or Development of Lots 2-4. Public improvements required for future development of Lots 2-4 shall be installed by the Owner as required by the City of Great Falls. At this time, no analysis or calculations regarding such improvements have been made. The following guidance is provided as an expected minimum requirement for such facilities; however, the Owner and City agree that additional requirements may be necessary to accommodate proposed development upon Lots 2-4. Additionally, it is mutually understood that additional stormwater facilities may be required to address the stormwater leaving Lot 1, at such time as the anticipated future Jasper Road is constructed.

Design for future public improvements shall be submitted to and approved by the City of Great Falls prior to issuance of a building permit or subdivision for each respective lot. Future development plans, including plans for public improvements, shall be prepared in accordance with, and reviewed for compliance with, standards in place at the time of submittal.

11.1 Water. The Owner of lots 2-4 hereby agree to install a looped public water main returning back to the intersection of 29th Street Southwest and Poplar Drive consistent with City standards and submitted plans approved by the City of Great Falls, including the addition of fire hydrants. All water service lines shall be stubbed to all lots shown on the final plat during construction of public improvements. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of water main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvements are to be owned and maintained by the City upon completion and acceptance by the City of Great Falls.

11.2 Sewer. There is an existing 8 inch public sanitary sewer main line that runs across Lots 2-4 from west to east. However, installation of additional future public sanitary sewer mains through Lots 2-4 may be required with future development. All sewer service lines shall be stubbed to all lots shown on the final plat during construction of public improvements. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of sewer main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City upon completion and acceptance by the City of Great Falls.

11.3 Storm water. The Owner agrees to construct storm water infrastructure, both on-site and off-site, associated with future development consistent with City standards and submitted plans must be approved by the City of Great Falls at the time of submittal. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of storm water infrastructure located outside of the public right-of-way

that takes the form of linear underground piping shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City upon completion.

All detention, retention or water quality treatment facilities required for residential areas of the development will be designed and constructed by the owner. Upon completion of those facilities acquisition or dedication of the land to the City of Great Falls is required, which shall be the responsibility of the Owner.

Future development may also require upgrades to existing storm water infrastructure to accommodate for increased capacity from the future phases of development. The Owner will be responsible for their proportionate share of those upgrades.

11.4 Roadways and Alleys. The Owner agrees to construct future streets, sidewalks and alleys and improve rights-of-way consistent with City standards and submitted plans approved by the City of Great Falls at the time of submittal. All necessary property for the construction and maintenance of city streets, sidewalks and alleys shall be dedicated to the public for said purpose, upon concurrence from and acceptance by the City. It is anticipated that all streets, rights-of-way and alleys will be public and owned by the City upon completion. Sidewalks and boulevard areas will be owned by the City and maintained by adjoining owners as required by the Official Code of the City of Great Falls.

As part of the Double T Estates annexation, the right-of-way of the existing Jasper Road abutting a portion of Lot 4 and as shown on the Bergmann Hillside Estates Plat will be annexed into the City, in compliance with MCA 7-2-4211. However, because this right-of-way is unimproved, the City will not maintain the right-of-way in its current condition or allow public use of the right-of-way. The City and Owner agree and understand that no assessment of Jasper Road has been undertaken, and any development, improvement and use of the right-of-way will not be considered until development and improvement of Lot 4 is undertaken. The City and Owner further agree that Jasper Road may not be used to access the Subject Properties in conjunction with the annexation and subdivision of the Subject Parcels.

At such time as development and/or subdivision is proposed for the Subject Properties, the configuration and connectivity of Jasper Road will be assessed for appropriateness of use as a public roadway. Any approved future improvements of Jasper Road to City standards shall be the responsibility of the Owner, upon review and approval of plans by the City.

Future dedication of a public right-of-way upon Lot 1 may be necessary to accommodate future road connectivity and access, and the Owner agrees to dedicate this right-of-way when deemed necessary by the City. The anticipated location of this future right-of-way is shown on the plat of Double T Estates.

Future proposed street configuration will need to be approved by appropriate divisions of the City of Great Falls. Future development or subdivision proposals may also require a traffic impact analysis or a traffic study as per OCCGF 17.32.00, and may require off-site improvements to mitigate traffic impact upon existing roadways.

12. Warranty, Ownership and Inspection of Public Improvements. The Owner is responsible for the repair or replacement of any faults in the materials or workmanship of the required on-site and off-site

public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City retaining 10% of the security required by Section 13 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair, or replacement of any of the required improvements, in which case funds will be held by the City until that dispute is resolved. The release of warranty funds follow the procedure established in Section 13 of this Agreement for the release of securities.

Installation of all public streets, sidewalks, curb ramps, water, sewer, storm drain, and other public improvement installed for the Subject Properties shall be subject to the City's inspection policy in place at the time of installation.

13. Security for Public Improvements. The Owner shall, upon approval of the annexation, and before the installation of the required public improvements listed in this Agreement, provide the City with a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount equal to one hundred thirty-five percent (135%) of the costs of the required public improvements.

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 14. Following the final required inspection and City Approval of the public improvements, the Director of Public Works shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. If all other improvements relating to the development of the Subject Properties are in compliance with all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the City Clerk to release the security to the Owner, minus the retained portion to be held in warranty as required by Section 12 of this Agreement.

14. Reimbursements owed to Owner. Except as set forth herein, the City will assist in obtaining reimbursements due from other adjacent or benefitted property owners under this Agreement; however, the Owner remains responsible for any legal enforcement of the terms of this Agreement. The Owner shall provide the City with documentation and proof of its actual out-of-pocket costs for the installation of the hereinabove mentioned public improvements within four (4) months after approval and acceptance thereof by the City. In the event of Owner's failure to provide the City with said cost data, the City shall not be obliged to undertake collection of future reimbursements provided for herein, and the responsibility for collection thereof shall be that of Owner, its heirs, successors and assigns. Failure of the Owner to provide the City with said cost data for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein. Said failure will affect only the City's obligation to assist in collection thereof.

A list of existing reimbursement obligations and anticipated future reimbursement obligations are listed below.

14.1 Annexed Parcels to the Southwest. Pursuant to the Annexation and Improvements Agreement for Flying J Travel Plaza Addition, dated April 4th, 2000, the owner of Lot 2 of Block 1 agreed to dedicate the easterly sixty (60) feet of the Addition as public right of way and to participate in the installation

of and pay for fifty (50) percent of the costs of standard City paving, curb, gutter and sidewalk in said easement when deemed necessary by the City.

14.2 Annexed Parcel to the West. The City of Great Falls agrees to pay for 50% of the cost to extend the water line to the City Property's north boundary at such time deemed necessary. The City additionally shall dedicate and pay for its proportional share of the roadway and sidewalk. The City will pay for ½ the cost of the roadway and sidewalk.

14.3. Un-Annexed Parcels to the South. Property owners abutting public improvements installed by the Owner under this agreement shall be required by the City of Great Falls to pay proportional reimbursements to the Owner upon annexation.

15. Reimbursements paid by the Owner. The Owner is responsible for paying the following reimbursements as specified below.

15.1 Sewer Main along the proposed Poplar Drive. The Owner shall reimburse the City, as required by the Agreement dated April 4th, 2000 between the City and Flying J, Inc., for one hundred percent (100%) of the cost (i.e. engineering, materials, labor inspection and testing), associated with the installation of sanitary sewer main from Bel-view Palisades Addition to the northeast corner of Flying J Travel Plaza Addition. Said cost shall be in the amount on-file with the City of Great Falls.

16. Development Agreement for Future Phases: The Owner hereby agrees to waive its right to protest and appeal the requirement of additional development agreements for each lot, or from future subdivided lots, as development or subdivision is proposed. Such agreements shall be recorded and coexist with this Agreement for the subject properties and will not be considered substantial changes and void this Agreement.

17. Maintenance Districts. Owner hereby agrees to waive its right to protest and appeal the lawful creation by the City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Properties.

18. Park District. Owner acknowledges that the Subject Property is, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owner acknowledges that property within the Great Falls Park District Number 1, including the Subject Property, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

19. Public Roadway Lighting. Owner hereby agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities that service the Subject Properties, and further agrees to pay for its proportionate share of the costs associated with roadway lighting which services the Subject Properties that may be installed with or without a special lighting district.

20. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the subject properties for incorporation by annexation into the corporate limits of the City of Great Falls,

Montana, with an assigned City zoning classification of C-3 Highway Commercial for Lots 1-3, and R-2 Single-family Medium Density for Lot 4.

21. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plans review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City's limited review or approval.

The Owner shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that owner's properties described herein. Upon the transfer of ownership of the properties, the prior owner's (whether it is the Owner that signed this Agreement or a subsequent owner) indemnity obligation herein for the transferred properties is released as to that owner and the indemnity obligation runs to the new owner of the properties. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of properties is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the Owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Turbo Auto Transport LLP

By: _____

Its: _____

State of _____)
:ss.

County of _____)

On this _____ day of _____, in the year Two Thousand and Twenty, before me, the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of _____

(NOTARIAL SEAL)



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Labor Agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), Local #7796.

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the Montana Federation of Public Employees (MFPE), Local #7796.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), Local #7796.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and MFPE, which consists of 72 employees across eight departments – Administration, Finance, Library, Municipal Court, Park and Recreation, Planning and Community Development, Police and Public Works.

Summary:

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable policies throughout the agreement.

Representing the City:

Gaye McInerney, HR Director
Charles Anderson, Deputy City Manager
Melissa Kinzler, Finance Director
Jeff Hindoi, Deputy City Attorney
Steve Herrig, Park & Recreation Director
Jeff Newton, Police Chief
Dede Bergan, Administrative Assistant, Senior

Representing the MFPE:

Brandon Skogen, President
Rosa Hugg, Treasurer
Alison Skogen, Secretary
Kathleen Vincent, GFFR
Anthony Formell, CSO I
Carolyn Burg, Housing Authority
Dakota Lugo, Emergency Services

Changes from the previous Agreement include, but are not limited to:

Article 1 – Recognition: The list of positions was reviewed in detail and updated as follows:

- Deleted the position of Lab Assistant
- Added the position of Community Service Officer I
- Added the position of Community Service Officer II

Article 15 – Sick Leave, Section 2 D: Removed item D as maternity/paternity leave is provided for under FMLA.

Article 16 – Other Leaves, Section 1, Jury Duty: Removed current wording and inserted Section 11.2.4 of the Employee Personnel Policy Manual for consistent application of benefits.

Article 16 – Other Leaves, Section 3, Unpaid Leave of Absence: Removed current wording and inserted Section 11.3.4 of the Personnel Policy Manual for consistent application of benefits.

Article 19, Section 1 B – Pay and Hours: Removed item B as there was no clear understanding of the paragraph by either parties.

Article 19, Section 1 C – Pay and Hours: Changed the last paragraph to read: Earned longevity pay will be paid to eligible employees in a lump sum payment and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months.

Article 27 – Health Insurance: The City changed health insurance vendors from MMIA to BCBS-MT and bargained a new cost sharing percentage for health insurance premiums of Employer 85 percent and Employee 15 percent. These changes were made in response to the Commission's direction in 2019 to bid for new vendors and to bargain a new cost sharing split to address the unsustainability of the rising costs of health insurance.

Addendum B: Updated the salary schedule to reflect a 4.0 percent COLA increase in FY22 and a 4.0 percent COLA increase in FY23 for MFPE members and a 4.5 percent COLA increase in FY22 and a 4.0 percent COLA increase in FY23 for Emergency Communications Center members.

Fiscal Impact:

The financial impact of a 4.0 percent COLA increase in FY22 and a 4.0 percent COLA increase in FY23 for MFPE members, and a 4.5 percent COLA increase in FY22 and a 4.0 FY23 for Emergency Communications Center members is approximately \$327,000.

Alternatives:

City Commission may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue collective bargaining process.

Concurrences:

The MFPE members voted to ratify the contract language in June 2021.

Attachments/Exhibits:

Proposed Labor Agreement

AGREEMENT

BETWEEN

CITY OF GREAT FALLS, MONTANA

AND

MONTANA FEDERATION OF PUBLIC EMPLOYEES, LOCAL #7796

July 1, 2021 through June 30, 2023

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PREAMBLE

This Agreement is made and entered into this _____ day of _____, 2021, between the City of Great Falls, hereinafter referred to as the "Employer" or "City", and the Montana Federation of Public Employees, Local #7796, hereinafter referred to as the "Federation". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the Employer, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment. It is understood that the Employer is engaged in furnishing an essential public service, which vitally affects health, safety, comfort and general well being of the public, and both parties, hereto, recognize the need for continuous and reliable service to the public.

ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the Federation as the sole and exclusive representative of all full time employees, and part time employees who are regularly assigned for twenty or more hours per work week, within the bargaining unit as defined and certified by the Board of Personnel Appeals listed below:

Account Clerk	Community Service Officer II
Account Clerk, Senior	Compliance/Quality Control Specialist
Accounts Payable Clerk	Court Clerk
Accounts Payable Clerk, Senior	Court Clerk, Senior
Accounting Technician	Courtroom Clerk
Accounting Technician, Senior	Courtroom Clerk, Senior
Administrative Secretary	Customer Service Billing Clerk
Administrative Secretary, Senior	Engineering Admin Secretary
Animal Control Officer	Public Safety Communications Officer
Billing Clerk	Events Specialist
Box Office Specialist	HIDTA Information Tech
Building Inspector I	Housing Specialist
Certified Permit Technician	Land Management Specialist
Code Enforcement Technician	Library Clerk
Code Enforcement Technician, Senior	Library Specialist
Community Development Program Specialist	Office and Administrative Specialist
Community Development Program/Rehab Specialist	Police Evidence Technician
Community Development Technician	Police Information Technician
Community Development Technician, Senior	Police Information Technician, Senior
Community Service Officer I	Process Server
	Property Research Technician
	Utility Billing Technician
	Utility Dispatcher

ARTICLE 2: TERM OF THE AGREEMENT

This Agreement shall be effective the 1st day of July 2021 and shall remain in full force and effect through the 30th day of June 2023. Either party desiring to change or terminate this Agreement must notify the other in writing at least one hundred twenty (120) days prior to June 30, 2023.

If during the bargaining of the new Agreement, the parties continue to negotiate in good faith, the terms and conditions under this Agreement shall remain in full force and effect until completion of the bargaining process and ratification of the new Agreement by the City Commission. At the signing of the new Agreement, payment of benefits and wages will be reconciled with the terms of the new Agreement.

ARTICLE 3: EFFECT OF LAWS AND RULES

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

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

ARTICLE 4: SEVERABILITY

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

ARTICLE 5: MANAGEMENT RIGHTS

Under Mont. Code Ann. §MCA 39-31-303, the CITY shall have the right to operate its affairs in such areas as, but not limited to:

- A. direct employees;
- B. hire, promote, transfer, assign, and retain employees;
- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- D. maintain the efficiency of CITY operations;
- E. determine the methods, means, job classifications, and personnel by which 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.

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 6: EMPLOYEE RIGHTS

Section 1. **RIGHT TO ORGANIZE** - It shall be the right of all employees covered by this agreement to join and support the Federation for the purposes of negotiating with the Employer

with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing, maintaining, protecting, and improving the standards of the City of Great Falls and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining for Public Employees Act, Mont. Code Ann. §39-31-101 *et seq.* No employee shall be discharged or otherwise harmed for upholding lawful Federation principals in conjunctions with the contract.

Section 2. PROTECTION OF EMPLOYEE RIGHTS – The Employer shall give reasonable support to employees in the discharge of their duties. Excluding probationary employees, no employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause.

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

Section 4. CONFLICT OF POLICIES – In the case of a conflict of provisions contained in this Agreement and the Employee Personnel Policy Manual, this Agreement's provisions shall be applied, unless such provisions are contrary to applicable law.

ARTICLE 7: FEDERATION RIGHTS

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

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

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

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

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

Section 6. Accredited Federation representatives shall, with the written approval of the employee, have the right to inspect an employee's official personnel file maintained by HR, with the exception of health care information, unless the issue involves such matters, and only where justification is advanced for such access by the Federation, and where the employee consents in writing to such inspection.

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

Section 8. **RIGHT TO INFORMATION** – The Employer recognizes the necessity for the Federation to have possession of information to maintain the Agreement and prepare for negotiations. Therefore one (1) copy of the following materials will be furnished the Federation by the Employer at no cost within ten (10) City business days of the receipt of a request, provided such materials are available: general fund budgets - preliminary and final; annual report of the Employer setting forth actual receipts and expenditures; administrative regulations; names, addresses and classifications of employees in a particular classification or department of employees covered by this Agreement; any information, statistics and records which are not private or confidential and which are relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement. The Federation, upon written request to the Employer, shall also be furnished information or access to information that is of a public nature and is available. For such information the Employer may charge the Federation for the cost of preparing or providing copies thereof.

ARTICLE 8: FEDERATION SECURITY

Section 1. Upon receipt of written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues. The Employer will remit to the Federation such sums within 30 calendar days of receipt. Changes in the Federation membership dues rate will be certified to the Employer in writing signed by the authorized officer or officers of the Federation and the Federation shall notify Employer at least 30 calendar days in advance of such change.

Section 2. The Employer, within 30 calendar days of the signing of this Agreement, shall present the Federation with a list of the names and addresses of all current employees covered by this Agreement, and shall update list each month for all new hires.

Section 3. The Federation shall indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 9: SCOPE OF AGREEMENT

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

ARTICLE 10: DEFINITIONS

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

ARTICLE 11: SENIORITY AND LAYOFFS

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

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

Section 2.

- A. A reduction in force and the term "layoff" as used herein shall be separate and distinct from the terms "resignation", "retirement" and "dismissal." They shall mean the loss of an employee's employment with the Employer which is the result of any reason other than resignation, retirement or dismissal. Reduction in hours is distinct and separate from

reduction in force and layoff. Reduction in hours will be based on the operational needs of the department.

- B. In the event the Employer anticipates a layoff of employees is to take place, the Employer will provide the Federation with written notification which will include the name of the employee, the position proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon Federation request, the Employer will make available to the Federation any data requested which pertains to the layoff determination. Any employee who is to be placed on layoff will be notified in writing, by certified mail, at least thirty (30) calendar days prior to the effective date of the layoff.
- C. Layoffs caused by a reduction in force shall be in reverse order of seniority within the department, that is; the employee last hired shall be the first released in the same job classification.
- D. During the notification period, affected employees will be given first consideration for any vacant position authorized by the City Manager for which they are qualified within the City. Qualifications based on current/ reviewed/ updated job description. If more than one qualified employee is interested in the vacant position, seniority will be the determining factor for selection to the position.
- E. All recalls to employment shall be in order of seniority; that is, the last employee released as a result of a reduction in force shall be the first considered for any position for which they are qualified within the City. The Employer shall notify in writing such employee to return to work and furnish the Federation with a copy of such notification. It shall be the employee's responsibility to maintain a current address on record with the Employer for the purpose of such notification.
- F. Layoffs and subsequent recalls shall not be considered as a new employment affecting the status of previous employees, nor shall it require the placement of reemployed personnel in a probationary status if recalled to their previous position.
- G. Any recall rights under this Agreement are only applicable for twelve months from layoff.

Section 3. Seniority and rights to employee benefits shall be terminated when an employee terminates under the following conditions:

- A. terminates voluntarily or retires;
- B. is discharged for just cause;
- C. is absent for one working day without properly notifying the Employer; or
- D. fails to report for work after layoff within three (3) working days after being notified by registered mail at their last known address unless satisfactory excuse is shown.

ARTICLE 12: JOB SECURITY

Section 1. The probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not in the judgment of the Employer meet the required standard of performance. The probationary period upon initial employment shall be six (6) months for all bargaining unit members other than Emergency Services Dispatchers who shall have a probationary period of twelve (12) months, and Court Account Clerks, Senior who shall have a probationary period of nine (9) months. The Employer may terminate the employment of any employee in accordance herewith upon written notice to the

employee. Any employee who has not been otherwise notified prior to the end of his probationary period shall automatically obtain regular status.

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

ARTICLE 13: JOB DESCRIPTIONS

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

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

ARTICLE 14: VACATIONS

- A. Vacation (annual) leave shall be earned and accumulated as provided in the Montana Codes Annotated.
- B. Regular part-time employees and full-time employees who are regularly scheduled for less than 40 hours per week, are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- C. It shall be unlawful for the Employer to terminate or separate an employee from his/her employment in an attempt to circumvent the provision of this law. Should a question arise under this paragraph, the employee shall proceed under the grievance provisions of Addendum A of this Agreement.
- D. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. However, excess vacation time is not forfeited if taken within 90 calendar days from December 31st of the year in which the excess was accrued.

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

- E. An employee who terminates his/her employment with the City, shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above. However, if an employee

transfers between departments within the City, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving department assumes liability for the accrued vacation credits transferred with the employee.

- F. When an employee has exhausted all accrued sick leave, an absence because of illness may be chargeable against vacation or accrued compensatory time by mutual agreement between the employee and his/her supervisor and approval of the City Manager, prior to approving leave without pay, in accordance with FMLA or other applicable law.
- G. Vacations will be granted at the time requested subject to the operational needs of the department. A vacation sign-up sheet shall be posted on each department's bulletin board by December 1st of the year preceding the year to be scheduled.

Leave during, the day before, or the day after a City-recognized Holidays will be granted on a yearly rotation beginning with the most senior employee. If an employee requests and is granted such leave, the following year that Holiday will be available to the next most senior employee and the more senior employee who received the leave will be moved to the back of the rotation. That employee whose name was moved to the back of the rotation will not be eligible to take the Holiday leave unless all other employees in that department/division have not requested that time off.

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

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

ARTICLE 15: SICK LEAVE

Section 1. Sick leave shall be earned and accumulated as provided in the Montana Code Annotated. Regular part-time employees, and full time employees regularly scheduled for less than 40 hours per week, are entitled to prorated sick leave benefits if they have worked the qualifying period.

Section 2. An employee may use sick leave for the following reasons:

- A. Personal illness;
- B. When needed to care for an immediate family member, or any other member of an employee's household, this leave may not exceed more than five (5) days at any one time, unless the leave qualifies under FMLA. "Immediate family" shall mean: employee's spouse, children, mother, father, sisters, brothers, grandparents or grandchildren, and corresponding in-laws;
- C. When there is a death in the immediate family, up to ten (10) days of sick leave may be granted, unless the leave qualifies under FMLA.
- D. At the employee's request, sick leave may be integrated with payments under any state workers compensation program, so as not to allow the employee to receive more than forty (40) hours gross pay at the employee's regular hourly rate of pay for any time in which employee is off of work. All usual deductions will be taken from the applicable sick leave

pay.

Section 3. A health care provider's report excusing the employee from work may be required for any paid sick leave usage. The employee will be notified if a health care provider's release from work is required.

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

- A. Report the reason for the absence within 45 minutes of beginning of his/her shift to the division head or immediate supervisor.
- B. If the absence is for more than one (1) day in length, the employee must keep his/her division head informed of his/her condition on a daily basis.

Section 5. Sick leave utilization must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave and vacation leave accruals and needs more time away from work, members of the Federation may donate one (1) day of sick leave to any employee on an individual basis. Requests for donations must be approved by Management. The maximum an employee can receive or donate is fifteen (15) days in a calendar year unless additional time is approved by the City Manager or his designee. If an employee has exhausted all accrued sick, vacation and/or donated leaves, the Employer may permit the employee to be placed on a leave without pay status, if operational needs allow.

Section 6. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave accruals upon furnishing Management acceptable health care certification.

Section 7. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday leave status.

ARTICLE 16: OTHER LEAVES

Section 1. Jury Duty: Employees will be excused from work under summons to serve as a juror or when subpoenaed to serve as a witness by the court system. Employees dismissed from jury duty prior to the end of a regular work shift are expected to either report to work or contact their supervisor for instructions. Employees choose one of these options concerning pay for court ordered service:

- a. Employees will only be allowed to keep expense and mileage allowance paid; employees may not keep the juror fee paid by the court. Forward all fees received as a result of the service to the Department Head who will forward it to Human Resources. The fees are then credited against the employee's regular compensation.

-OR-

- b. Charge court service against annual leave and keep the juror fee and any expense or mileage allowance paid to the employee by the court. Employees will be paid their normal paycheck and will be charged annual leave. Employees will keep all payments received from such service.

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

Section 3. Unpaid Leave of Absence (other than work-related injury)

- a. The City may grant an unpaid leave of absence if a cost/benefit analysis of both direct and indirect costs does not result in a net loss to the City, and the absence does not interfere with the operations of the department or the City. Employees will not be granted an unpaid leave of absence to obtain outside employment.
- b. Employees must use all accrued paid leave before an unpaid leave of absence begins.
- c. Department Heads review and either approve or deny leave of absence requests of 30 days or less. Leave of absence requests of more than 30 days should be submitted to the department head for review and then forwarded to the City Manager for a final decision. Failure to return from leave at the time agreed will result in termination of employment.
- d. During unpaid leave of absence, benefits such as holiday, annual and sick leave do not continue to accrue. Employees self-pay insurance premiums during unpaid leave of absence. Consult HR to obtain information as to the level and duration of insurance coverage.

ARTICLE 17: HOLIDAYS

Section 1. Employees shall be granted the following holidays:

- A. New Year's Day, January 1st
- B. Martin Luther King Day, 3rd Monday in January
- C. Lincoln's and Washington's Birthdays, 3rd Monday in February
- D. Memorial Day, last Monday in May
- E. Independence Day, July 4th
- F. *Columbus Day (Municipal Court employees only)
- G. Labor Day, 1st Monday in September
- H. Veterans' Day, November 11th
- I. *Thanksgiving, 4th Thursday and Friday in November
(Municipal Court employees will work the day after Thanksgiving)
- J. Christmas, December 25th
- K. State general election day

*Municipal Court will be closed on days identified in Montana Code Annotated §§1-1-216 and 3-1-302, and Court will be open the day after Thanksgiving.

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all employees covered under this Agreement. Part-time employees, and full time employees regularly scheduled for less than 40 hours per week, are entitled to prorated holiday benefits if they have

worked the qualifying period. To be eligible for holiday pay an employee must be in a pay status on the last scheduled working day immediately before the holiday and on the first regularly scheduled working day immediately after the holiday.

Section 3. An employee who is scheduled to work on a legal holiday shall receive appropriate paid leave the day preceding the holiday, another day following the holiday in the same pay period, as scheduled by mutual agreement by the employee and his/her supervisor, or shall be paid a minimum of one and one-half (1½) times the regular hourly rate if no paid leave is requested by the employee.

Section 4. An employee who is scheduled for a day off on a day which is observed as a legal holiday, shall be entitled to receive a day off with pay either on the day preceding the holiday, another day following the holiday in the same pay period as scheduled by mutual agreement by the employee and his/her supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Part-time employees, and full time employees regularly scheduled for less than 40 hours per week, shall receive benefits granted in this section on a pro-rata basis.

ARTICLE 18: REIMBURSED EXPENSES

Section 1. Per Diem or reimbursement for meals or lodging shall be paid at the rates allowable under the City's Financial Policies. Non-travel or same day travel meal reimbursements will be taxable to the employee under IRS regulations and processed through next regular biweekly payroll cycle.

ARTICLE 19: PAY AND HOURS

Section 1. SALARIES AND LONGEVITY

- A. **BASE WAGES** - Conditions relative to and governing base wages and salaries are contained in Addendum B, which is attached and incorporated into this Agreement by this reference.
- B. For the purposes of longevity only, time shall be computed from and start July 1, 1987, and the following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated.

Longevity Pay: Subsequent to the completion of ten years of consecutive, full-time MPEA and MFPE employment, employees who otherwise qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY</u>
After 10 years through the end of the 15th year	\$ 20.00 per month
After 15 years through the end of the 20th year	\$ 40.00 per month
After 20 years through the end of the 25th year	\$ 60.00 per month
After 25 years through the end of the 30th year	\$ 80.00 per month
After 30 years	\$100.00 per month

Earned longevity pay will be paid to eligible employees in a lump sum payment and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months.

Section 2. The normal workweek shall be defined as Sunday 12:00 midnight to Saturday 11:59 p.m. A work schedule shall consist of forty (40) hours composed of five (5) consecutive work days, immediately followed by two (2) days off; except when flex time is implemented or when departments must maintain a 6 or 7 day per week operation. In those departments (for example library, police), employees may, on occasion, be scheduled for a 6th consecutive day.

Section 3. A regular workday shall consist of eight (8) hours of continuous work, unless the Employer has exercised the option to implement flex time (see Section 4). The workday will include two (2) duty free 15-minute rest breaks as determined by individual departments. Employees shall also be granted a duty-free meal break, the length and scheduling of which is to be determined by the individual departments or supervisor. The meal break shall normally be without pay unless established otherwise by individual departments. It is understood and agreed that certain job classifications require special work schedules. In those cases, the supervisor shall designate the work schedule and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday or Sunday.

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

Section 5. Call Out: An employee called out to work, not as an extension of the regular shift, shall be credited with a minimum of three (3) hours at the regular hourly rate of pay or at a rate of one and one-half (1½) times the regular hourly rate of pay for actual hours worked, whichever is greater. Call Out does not include scheduled work such as court and meetings that the employee has advanced notice of, and which occurs one (1) hour or less either before or after the regular shift schedule.

Section 6. If an employee is temporarily assigned to work in a higher classified position, for which he/she has been trained, to work a minimum of eight (8) hours, he/she will be paid at the higher classified position regular hourly rate of pay for the period of time actually worked.

ARTICLE 20: COURT APPEARANCE

In the event that any court appearance before any judicial or administrative body is required as a part of the employee's job, excluding those occurring during regularly scheduled hours or days, the employee shall be paid for a minimum of four (4) hours at the regular hourly rate of pay. If such court appearance is on a scheduled day off, the four (4) hour minimum will be paid at the one and one-half (1½) times the regular hourly rate of pay. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workweek.

ARTICLE 21: OVERTIME

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

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

Section 3. Authorized holiday leave or compensatory time shall constitute time worked when computing overtime credits under this Article. Authorized sick leave and annual leave shall not constitute time worked when computing overtime credits under this Article.

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

Section 5. Extension of Shift: In the event an employee is required to return to work within one-half (½) hour of the end of their shift to complete work that should have been done prior to leaving work or report to work up to one (1) hour prior to the start of their shift, he/she will be compensated as an extension of the regular shift at the rate of one and one-half (1½) times the regular hourly rate of pay for all hours worked in excess of a regularly scheduled work shift.

ARTICLE 22: GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree they will promptly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. Addendum A, attached hereto, shall be utilized to resolve grievances, except for alleged violations of FMLA, ADA, or state or federal provisions which shall be addressed through the appropriate state or federal agencies, if elected by the employee.

ARTICLE 23: VACANCIES AND PROMOTIONS

Section 1. Where qualifications, capabilities, work experience and past work performance are equal, seniority shall be the controlling factor in filling new or vacated regular positions.

Section 2. All newly created or vacated positions, excluding reclassifications, uniformed police and fire, professional (licensed/certification), department and division heads (does not include first line supervisors), and skilled trades (carpenter, electrician, plumber), shall be conspicuously posted in each building for three (3) working days to allow current employees the first opportunity to apply. Postings will identify the salary range and inform employees that additional information on the position is available from Human Resources. Position openings will be filled by promoting from within the City whenever possible. When deemed necessary to recruit externally, the vacant position will be posted on the City's website and any other applicable websites, e.g., higher education, professional affiliated organizations, etc.

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

ARTICLE 24: RATINGS AND WARNINGS

Section 1. From the date of signing this Agreement, no information reflecting critically upon an employee shall be placed in the official personnel file, retained by Human Resources, that does not bear the signature or initials of the employee indicating that he/she has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request. This provision shall not restrict supervisors or Management representatives from maintaining administrative records with regard to employee action or transactions.

Section 2. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the official personnel file of an employee and shall be purged from their official personnel file if older than one year. If such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns, is applicable to pending legal or quasi-legal proceedings or unless such purging is contrary to Federal or state law (such as retention periods for positive drug or alcohol tests). The employee must submit a written request to Human Resources to purge the document from the employee's official personnel file.

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

Section 4. RIGHTS TO REPRESENTATION - An employee may, at his/her option, be represented at all disciplinary meetings by a Federation representative.

ARTICLE 25: NOTIFICATIONS

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

ARTICLE 26: NO STRIKE/LOCKOUT

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

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

ARTICLE 27: HEALTH INSURANCE

A City health insurance, or risk-pooled indemnity contribution in the amount listed below will be added to gross pay of eligible employees, according to applicable rules and regulations. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, eligible employees are required to participate in the City's health insurance or risk-pooled indemnity plan on either a pre-tax or post-tax basis.

If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees. If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance or indemnity coverage.

It is hereby acknowledged that both employee and the Employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance or indemnity contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the Employer.

The City contribution amount included in base wages for retirement enhancement purposes shall be capped at the current contribution rate of \$361.39 per biweekly paycheck.

Health premiums will be shared with the CITY paying 85 (eighty-five) percent of the premium and the employee paying 15 (fifteen) percent of the premium.

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

ARTICLE 28: MISCELLANEOUS

Section 1. **LABOR-MANAGEMENT COMMITTEE** - A Labor-Management Committee shall be formed and consist of members from the Federation and members from the Employer in accordance with the Labor Management Committee by-laws. The Committee will meet as often as necessary. Any subject of concern to either the Federation or the Employer may be presented to this Committee.

Section 2. An annual clothing allotment of \$100, to be applied toward approved uniforms, will be provided for civilian employees of the Police Department. The clothing allotment is provided as an amount for employees to use toward ordering approved apparel and is not paid out to the employee. The program is administered through the office of the Chief of Police or designated representative.

Section 3. When past practices, policies, rules or prior agreements conflict with the specific language incorporated into this agreement, the language of this Agreement shall apply. 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.

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

Section 4. In the event any Federal or State law or final decision of court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision(s) 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 Employer or Federation agree to meet as soon as possible for the purpose of negotiation on the provision(s) so affected.

ARTICLE 29: TRAINING

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

IN WITNESS WHEREOF, the Federation and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Great Falls, Montana, this ____ day of _____, 2021.

CITY OF GREAT FALLS, MONTANA

MONTANA FEDERATION OF PUBLIC
EMPLOYEES, LOCAL #7796

Gregory T. Doyon, City Manager

Amanda Curtis, President M.F.P.E.

ATTEST:

Brandon Skogen, President Local #7996

Lisa Kunz, City Clerk

(SEAL OF CITY)

Reviewed for legal content*:

Sara Sexe, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

ADDENDUM A: GRIEVANCE PROCEDURE

Step 1.

The employee and/or Federation Steward will discuss the grievance with the employee's immediate Supervisor in an attempt to resolve the grievance within fifteen (15) working days (Monday – Friday), except City holidays, of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday – Friday), except City holidays, to respond to the employee and/or Federation Steward.

Step 2.

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

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

Step 3.

If the response from the Department Head is not satisfactory to the Federation, the Federation may within ten (10) working days (Monday – Friday), except City holidays, submit the grievance in writing to the City Manager or his designee. The City Manager or his designee shall respond back to the Federation within ten (10) working days (Monday – Friday), except City holidays, in writing with the City's decision.

Step 4.

If the grievance is not settled in Step 3, the Federation and the Employer shall, within five (5) working days (Monday – Friday), except City holidays, agree to a date, time and place to convene a joint committee of two (2) representatives of the Federation and two (2) representatives from the City to hear the grievance. The committee shall render a decision within five (5) working days (Monday – Friday), except City holidays, from the date of the hearing.

Step 5.

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

- A. If the City and the Federation cannot agree whether a grievance has an economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the

case in Final and Binding Resolution shall make the decision and it shall be final and binding on all parties.

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

Step 6. The parties may mutually agree to use Step 5 to resolve contractual issues with a value of more than \$800 in lieu of judicial review.

RULES OF GRIEVANCE PROCESSING

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

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

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

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

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

Rule 5. At any stage of the grievance process, the Federation, employee and/or the Employer may attempt to mutually settle or resolve the grievance.

Addendum B							
MFPE Salary Schedule							
4.0% COLA increase							
Effective 7/1/2021							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Salary Range	Entry Level 7/1/21	3% Increase after 6 mos in position	6% Increase after 18 mos in position	3% Increase after 3 years in position	3% Increase after 5 years in position	2.5% Increase after 8 years in position	2.5% Increase after 10 years in position
13	\$22,121.53	\$22,785.17	\$24,152.28	\$24,876.85	\$25,623.16	\$26,263.74	\$26,920.33
14	\$22,675.88	\$23,356.16	\$24,757.52	\$25,500.25	\$26,265.26	\$26,921.89	\$27,594.94
15	\$23,242.51	\$23,939.79	\$25,376.18	\$26,137.46	\$26,921.58	\$27,594.62	\$28,284.49
16	\$23,822.95	\$24,537.64	\$26,009.89	\$26,790.19	\$27,593.90	\$28,283.74	\$28,990.84
17	\$24,418.75	\$25,151.32	\$26,660.39	\$27,460.21	\$28,284.01	\$28,991.11	\$29,715.89
18	\$25,029.92	\$25,780.82	\$27,327.67	\$28,147.50	\$28,991.92	\$29,716.72	\$30,459.64
19	\$25,654.90	\$26,424.54	\$28,010.02	\$28,850.32	\$29,715.83	\$30,458.72	\$31,220.19
20	\$26,296.78	\$27,085.69	\$28,710.83	\$29,572.15	\$30,459.32	\$31,220.80	\$32,001.32
21	\$26,953.98	\$27,762.60	\$29,428.36	\$30,311.21	\$31,220.54	\$32,001.06	\$32,801.08
22	\$27,628.13	\$28,456.97	\$30,164.39	\$31,069.32	\$32,001.40	\$32,801.44	\$33,621.48
23	\$28,317.61	\$29,167.14	\$30,917.17	\$31,844.68	\$32,800.02	\$33,620.02	\$34,460.52
24	\$29,027.03	\$29,897.85	\$31,691.72	\$32,642.47	\$33,621.74	\$34,462.29	\$35,323.84
25	\$29,751.83	\$30,644.39	\$32,483.05	\$33,457.54	\$34,461.27	\$35,322.80	\$36,205.87
26	\$30,495.05	\$31,409.90	\$33,294.49	\$34,293.33	\$35,322.13	\$36,205.18	\$37,110.31
27	\$31,258.23	\$32,195.98	\$34,127.74	\$35,151.57	\$36,206.11	\$37,111.27	\$38,039.05
28	\$32,039.82	\$33,001.02	\$34,981.08	\$36,030.51	\$37,111.42	\$38,039.21	\$38,990.19
29	\$32,839.86	\$33,825.06	\$35,854.56	\$36,930.20	\$38,038.10	\$38,989.06	\$39,963.78
30	\$33,661.41	\$34,671.25	\$36,751.53	\$37,854.07	\$38,989.69	\$39,964.44	\$40,963.55
31	\$34,502.89	\$35,537.98	\$37,670.26	\$38,800.37	\$39,964.38	\$40,963.49	\$41,987.58
32	\$35,365.91	\$36,426.88	\$38,612.50	\$39,770.87	\$40,964.00	\$41,988.10	\$43,037.80
33	\$36,250.39	\$37,337.90	\$39,578.17	\$40,765.52	\$41,988.48	\$43,038.19	\$44,114.15
34	\$37,156.38	\$38,271.07	\$40,567.34	\$41,784.36	\$43,037.89	\$44,113.84	\$45,216.68
35	\$38,085.40	\$39,227.97	\$41,581.64	\$42,829.09	\$44,113.97	\$45,216.81	\$46,347.23
36	\$39,037.44	\$40,208.56	\$42,621.08	\$43,899.71	\$45,216.70	\$46,347.12	\$47,505.80
37	\$40,012.55	\$41,212.93	\$43,685.71	\$44,996.28	\$46,346.17	\$47,504.82	\$48,692.44
38	\$41,013.74	\$42,244.15	\$44,778.80	\$46,122.17	\$47,505.83	\$48,693.48	\$49,910.81
39	\$42,037.99	\$43,299.13	\$45,897.07	\$47,273.98	\$48,692.20	\$49,909.51	\$51,157.25
40	\$43,089.84	\$44,382.54	\$47,045.49	\$48,456.85	\$49,910.56	\$51,158.32	\$52,437.28
41	\$44,166.28	\$45,491.27	\$48,220.75	\$49,667.37	\$51,157.39	\$52,436.33	\$53,747.23
42	\$45,270.37	\$46,628.48	\$49,426.19	\$50,908.97	\$52,436.24	\$53,747.15	\$55,090.83
43	\$46,403.61	\$47,795.72	\$50,663.47	\$52,183.37	\$53,748.87	\$55,092.59	\$56,469.91
44	\$47,562.96	\$48,989.85	\$51,929.24	\$53,487.12	\$55,091.74	\$56,469.03	\$57,880.76
45	\$48,751.53	\$50,214.07	\$53,226.92	\$54,823.73	\$56,468.44	\$57,880.15	\$59,327.15

Addendum B							
MFPE Salary Schedule							
4.0% COLA INCREASE							
Effective 7/1/2022							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Salary Range	Entry Level 7/1/22	3% Increase after 6 mos in position	6% Increase after 18 mos in position	3% Increase after 3 years in position	3% Increase after 5 years in position	2.5% Increase after 8 years in position	2.5% Increase after 10 years in position
13	\$23,006.39	\$23,696.58	\$25,118.38	\$25,871.93	\$26,648.08	\$27,314.29	\$27,997.14
14	\$23,582.91	\$24,290.40	\$25,747.83	\$26,520.26	\$27,315.87	\$27,998.77	\$28,698.73
15	\$24,172.21	\$24,897.38	\$26,391.22	\$27,182.96	\$27,998.45	\$28,698.41	\$29,415.87
16	\$24,775.87	\$25,519.14	\$27,050.29	\$27,861.80	\$28,697.65	\$29,415.09	\$30,150.47
17	\$25,395.50	\$26,157.37	\$27,726.81	\$28,558.61	\$29,415.37	\$30,150.76	\$30,904.53
18	\$26,031.12	\$26,812.05	\$28,420.77	\$29,273.40	\$30,151.60	\$30,905.39	\$31,678.02
19	\$26,681.09	\$27,481.53	\$29,130.42	\$30,004.33	\$30,904.46	\$31,677.07	\$32,469.00
20	\$27,348.66	\$28,169.12	\$29,859.26	\$30,755.04	\$31,677.69	\$32,469.63	\$33,281.38
21	\$28,032.14	\$28,873.11	\$30,605.49	\$31,523.66	\$32,469.37	\$33,281.10	\$34,113.13
22	\$28,733.26	\$29,595.25	\$31,370.97	\$32,312.10	\$33,281.46	\$34,113.50	\$34,966.33
23	\$29,450.31	\$30,333.82	\$32,153.85	\$33,118.47	\$34,112.02	\$34,964.82	\$35,838.94
24	\$30,188.12	\$31,093.76	\$32,959.38	\$33,948.17	\$34,966.61	\$35,840.78	\$36,736.80
25	\$30,941.90	\$31,870.16	\$33,782.37	\$34,795.84	\$35,839.72	\$36,735.71	\$37,654.10
26	\$31,714.85	\$32,666.29	\$34,626.27	\$35,665.06	\$36,735.01	\$37,653.39	\$38,594.72
27	\$32,508.56	\$33,483.82	\$35,492.84	\$36,557.63	\$37,654.36	\$38,595.72	\$39,560.61
28	\$33,321.41	\$34,321.06	\$36,380.32	\$37,471.73	\$38,595.88	\$39,560.78	\$40,549.80
29	\$34,153.46	\$35,178.06	\$37,288.74	\$38,407.41	\$39,559.63	\$40,548.62	\$41,562.33
30	\$35,007.87	\$36,058.10	\$38,221.59	\$39,368.24	\$40,549.28	\$41,563.01	\$42,602.09
31	\$35,883.01	\$36,959.50	\$39,177.07	\$40,352.38	\$41,562.95	\$42,602.03	\$43,667.08
32	\$36,780.54	\$37,883.96	\$40,157.00	\$41,361.71	\$42,602.56	\$43,667.62	\$44,759.31
33	\$37,700.40	\$38,831.41	\$41,161.30	\$42,396.14	\$43,668.02	\$44,759.72	\$45,878.71
34	\$38,642.64	\$39,801.92	\$42,190.03	\$43,455.73	\$44,759.40	\$45,878.39	\$47,025.35
35	\$39,608.82	\$40,797.08	\$43,244.91	\$44,542.26	\$45,878.52	\$47,025.49	\$48,201.12
36	\$40,598.94	\$41,816.91	\$44,325.92	\$45,655.70	\$47,025.37	\$48,201.00	\$49,406.03
37	\$41,613.06	\$42,861.45	\$45,433.14	\$46,796.13	\$48,200.01	\$49,405.01	\$50,640.14
38	\$42,654.29	\$43,933.92	\$46,569.96	\$47,967.05	\$49,406.07	\$50,641.22	\$51,907.25
39	\$43,719.51	\$45,031.09	\$47,732.96	\$49,164.94	\$50,639.89	\$51,905.89	\$53,203.54
40	\$44,813.44	\$46,157.84	\$48,927.31	\$50,395.13	\$51,906.98	\$53,204.66	\$54,534.77
41	\$45,932.93	\$47,310.92	\$50,149.58	\$51,654.07	\$53,203.69	\$54,533.78	\$55,897.12
42	\$47,081.18	\$48,493.62	\$51,403.24	\$52,945.33	\$54,533.69	\$55,897.03	\$57,294.46
43	\$48,259.76	\$49,707.55	\$52,690.00	\$54,270.70	\$55,898.83	\$57,296.30	\$58,728.70
44	\$49,465.48	\$50,949.45	\$54,006.41	\$55,626.61	\$57,295.41	\$58,727.79	\$60,195.99
45	\$50,701.59	\$52,222.64	\$55,356.00	\$57,016.68	\$58,727.18	\$60,195.36	\$61,700.24

ADDENDUM B							
MFPE Emergency Services Salary Schedule							
4.5% COLA Increase							
Effective 7/1/2021							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Salary Range	Entry Level 7/1/21	3% Increase after 6 mos in position	6% Increase after 18 mos in position	3% Increase after 3 years in position	3% Increase after 5 years in position	2.5% Increase after 8 years in position	2.5% Increase after 10 years in position
30	\$33,905.74	\$34,922.91	\$37,018.28	\$38,128.83	\$39,272.70	\$40,254.51	\$41,260.88
31	\$34,753.34	\$35,795.94	\$37,943.69	\$39,082.00	\$40,254.46	\$41,260.82	\$42,292.34
32	\$35,622.61	\$36,691.29	\$38,892.76	\$40,059.55	\$41,261.33	\$42,292.87	\$43,350.19
33	\$36,513.50	\$37,608.91	\$39,865.44	\$41,061.40	\$42,293.25	\$43,350.58	\$44,434.34
34	\$37,426.08	\$38,548.86	\$40,861.79	\$42,087.65	\$43,350.28	\$44,434.03	\$45,544.88
35	\$38,361.85	\$39,512.70	\$41,883.46	\$43,139.97	\$44,434.17	\$45,545.02	\$46,683.65
36	\$39,320.79	\$40,500.41	\$42,930.44	\$44,218.35	\$45,544.90	\$46,683.52	\$47,850.61
37	\$40,302.99	\$41,512.07	\$44,002.80	\$45,322.88	\$46,682.57	\$47,849.63	\$49,045.87
38	\$41,311.44	\$42,550.78	\$45,103.83	\$46,456.95	\$47,850.66	\$49,046.92	\$50,273.09
39	\$42,343.11	\$43,613.40	\$46,230.20	\$47,617.11	\$49,045.62	\$50,271.76	\$51,528.56
40	\$43,402.61	\$44,704.69	\$47,386.97	\$48,808.58	\$50,272.84	\$51,529.66	\$52,817.90
41	\$44,486.86	\$45,821.47	\$48,570.76	\$50,027.88	\$51,528.72	\$52,816.93	\$54,137.36
42	\$45,598.96	\$46,966.93	\$49,784.95	\$51,278.49	\$52,816.85	\$54,137.27	\$55,490.70
43	\$46,740.43	\$48,142.64	\$51,031.20	\$52,562.13	\$54,139.00	\$55,492.47	\$56,879.78
44	\$47,908.20	\$49,345.45	\$52,306.18	\$53,875.36	\$55,491.62	\$56,878.91	\$58,300.89
45	\$49,105.39	\$50,578.55	\$53,613.26	\$55,221.66	\$56,878.31	\$58,300.27	\$59,757.77

ADDENDUM B							
MFPE Emergency Services Salary Schedule							
4.0% COLA Increase							
Effective 7/1/2022							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Salary Range	Entry Level 7/1/22	3% Increase after 6 mos in position	6% Increase after 18 mos in position	3% Increase after 3 years in position	3% Increase after 5 years in position	2.5% Increase after 8 years in position	2.5% Increase after 10 years in position
30	\$35,261.97	\$36,319.82	\$38,499.01	\$39,653.98	\$40,843.60	\$41,864.69	\$42,911.31
31	\$36,143.47	\$37,227.77	\$39,461.44	\$40,645.28	\$41,864.64	\$42,911.26	\$43,984.04
32	\$37,047.51	\$38,158.94	\$40,448.47	\$41,661.93	\$42,911.79	\$43,984.58	\$45,084.20
33	\$37,974.04	\$39,113.26	\$41,460.06	\$42,703.86	\$43,984.98	\$45,084.60	\$46,211.72
34	\$38,923.12	\$40,090.82	\$42,496.27	\$43,771.15	\$45,084.29	\$46,211.39	\$47,366.68
35	\$39,896.32	\$41,093.21	\$43,558.80	\$44,865.57	\$46,211.53	\$47,366.82	\$48,550.99
36	\$40,893.62	\$42,120.43	\$44,647.66	\$45,987.09	\$47,366.70	\$48,550.87	\$49,764.64
37	\$41,915.10	\$43,172.56	\$45,762.91	\$47,135.80	\$48,549.87	\$49,763.62	\$51,007.71
38	\$42,963.90	\$44,252.82	\$46,907.99	\$48,315.22	\$49,764.68	\$51,008.80	\$52,284.02
39	\$44,036.83	\$45,357.94	\$48,079.41	\$49,521.80	\$51,007.45	\$52,282.64	\$53,589.70
40	\$45,138.72	\$46,492.88	\$49,282.45	\$50,760.92	\$52,283.75	\$53,590.85	\$54,930.62
41	\$46,266.34	\$47,654.33	\$50,513.59	\$52,028.99	\$53,589.86	\$54,929.61	\$56,302.85
42	\$47,422.92	\$48,845.61	\$51,776.34	\$53,329.63	\$54,929.52	\$56,302.76	\$57,710.33
43	\$48,610.04	\$50,068.34	\$53,072.44	\$54,664.62	\$56,304.56	\$57,712.17	\$59,154.97
44	\$49,824.53	\$51,319.27	\$54,398.42	\$56,030.38	\$57,711.29	\$59,154.07	\$60,632.92
45	\$51,069.60	\$52,601.69	\$55,757.79	\$57,430.52	\$59,153.44	\$60,632.28	\$62,148.08

ADDENDUM C MFPE EMERGENCY COMMUNICATIONS CENTER

The following items are specific to:

Public Safety Communications Officers (PSCOs),
Animal Control Officers (ACOs), and
Community Service Officers (CSOs) I and II

ARTICLE 17: HOLIDAYS

Employees who work in the Emergency Communications Center (ECC), will notify the Employer by January 10th when they put in for vacation which days they would like to take a day in lieu of the holiday worked. This request will be approved based on seniority; requests submitted after January 10th will be on a first-come first-served basis. Public Safety Communications Officers shall bank their holiday premium pay and overtime into a compensatory time bank that will not exceed eighty (80) hours. Any holiday premium pay or overtime pay worked in excess of eighty (80) hours shall be paid out in the pay period earned. All compensatory time scheduled off shall be by mutual agreement. No more than forty (40) hours of compensatory time shall be cashed out in pay in any one pay period.

ARTICLE 19: PAY AND HOURS

Section 1. SALARIES AND LONGEVITY - BASE WAGES: Conditions relative to and governing base wages and salaries are contained in Addendum C which is attached and incorporated into this Agreement by this reference.

Section 2. Call Out: An employee called out to work, not as an extension of the regular shift, shall be credited with a minimum of three (3) hours straight time or at the rate of time and one-half (1½) the regular hourly rate of pay for actual hours worked, whichever is greater. Call Out does not include scheduled work such as court and meetings that the employee has advanced notice of, and which occurs one (1) hour or less either before or after the regular shift schedule.

Section 3. Stand-By for Animal Control Officers: ACO's formally placed on "Stand-By" status shall be compensated on the basis of one-half (1/2) times the regular rate of pay for the total period they are assigned to "Stand-By" status. Employees called out while on their "Stand-By" status will be paid a minimum of three (3) hours straight time or at the rate of one and one-half (1½) times the regular hourly rate of pay for actual hours worked, whichever is greater, not to include phone calls.

Phone calls while on "Stand-By" status not requiring a response will be paid at the rate of a minimum of 15 minutes at one and one-half (1½) times the regular hourly rate of pay or actual hours on the phone call, whichever is greater, regardless of the number of calls it takes to resolve the problem.

Section 4. ACOs will be paid differential pay at a rate of \$1.25 per shift for the hours of 10:00 a.m. to 8:00 p.m.

Section 5. In the absence of a supervisor, one dispatcher per shift will be designated as Lead and receive an additional \$1.50 per hour while acting as Lead. Also in the absence of a supervisor for more than twenty (20) consecutive working days, the Lead Dispatcher shall be paid at Step 1 of the higher grade for actual hours worked.

Section 6. A dispatcher who is assigned to train a new dispatcher shall receive an additional \$1.75 per hour for all hours worked training a new dispatcher. An ACO who is assigned to train a new ACO shall receive an additional seventy cents (\$.70) per hour for all hours worked training a new ACO. A CSO who is assigned to train a new CSO shall receive an additional seventy cents (\$.70) per hour for all hours worked training a new CSO.

Section 7. An employee within the Police Department who shall be employed for what is commonly referred to as the "afternoon shift" shall receive an additional \$1.25 per hour, in addition to other salary payments. Any employee who shall be employed for what is commonly known as "night shift" shall receive an additional \$1.50 per hour, in addition to other salary payments. In each case, such additional compensation shall apply only to the hours during which the employee, in a given pay period, is actually serving on the "afternoon shift" or the "night shift." Employees assigned to work the "swing shift" of 1100 – 1900 hours, will be paid at the afternoon shift rate; those assigned to work the shift from 1900 - 0300 will be paid at the night shift rate.



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Labor Agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA).

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the Great Falls Police Protective Association (GFPPA).

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA).”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and GFPPA, which consists of 80 sworn employees of the Police Department.

Summary:

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable policies throughout the agreement.

Representing the City:

Gaye McInerney, HR Director
 Chuck Anderson, Deputy City Manager
 Sara Saxe, City Attorney
 Melissa Kinzler, Finance Director
 Jeff Newton, Chief of Police

Representing the GFPPA:

Katie Cunningham, President
 Jon Marshall, Vice President
 Cara Guderian, Treasurer
 Kaleb Larson, Secretary
 Eric Munkres, Representative

Changes from the previous Agreement include, but are not limited to:

Article 9.1 – Salaries: The term of the agreement is two years from July 1, 2021 through June 30, 2023 with a 4.0 percent COLA increase in FY22 and a 2.75 percent COLA increase in FY23.

Article 9.6 – Investigative Pay: The additional \$25.00 per month in pay was removed for employees in the detective unit and replaced with \$0.50 added to the base wage for employees while in the detective capacity.

Article 17.2 – Medical Insurance: The City changed health insurance vendors from MMIA to BCBS-MT and bargained a new cost sharing percentage for health insurance premiums of Employer 85 percent and Employee 15 percent. These changes were made in response to the Commission’s direction in 2019 to bid for new vendors and to bargain a new cost sharing split to address the unsustainability of the rising costs of health insurance.

Article 27 – Terms, Amendments and Modification of Basic Agreement: The term of the agreement is two year from July 1, 2021 through June 30, 2023.

Fiscal Impact:

The total financial impact of a 4.0 percent COLA increase for FY22 of the contract and a 2.75 percent COLA increase for FY23 of the contract is approximately \$658,532.

Alternatives:

City Commissioners may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue collective bargaining process.

Concurrences:

The GFPPA members voted to ratify the contract language in June 2021.

Attachments/Exhibits:

Proposed Labor Agreement

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS, MONTANA

AND

GREAT FALLS POLICE PROTECTIVE ASSOCIATION

July 1, 2021 – June 30, 2023

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ARTICLE 1 - DEFINITIONS

1.1 ASSOCIATION

The Great Falls Police Protective Association (AKA: GFPPA or PPA), or its designated representative. All confirmed officers of the Police Department, who have opted in, are members of the Association, excluding the rank of Captains and the Chief of Police. All members of the Association shall have available to them the benefits of being an Association member, except as dictated below in Section 1.2, (contractual matters) or association legal representation.

1.2 BARGAINING UNIT

All sworn personnel of the Police Department of the City of Great Falls, Montana, except those who hold the rank of lieutenants and above.

1.3 COLLECTIVE BARGAINING ACT

The Collective Bargaining for Public Employees Act, Montana Code Ann. §39-31-101 through 39-31-409, as it exists as of the date of this Agreement.

1.4 COMPENSATORY TIME

The time off to which an employee, at his option, is entitled in lieu of cash payment as permitted by this Agreement.

1.5 DAY

The day for each employee shall be the twenty-four (24) hour period commencing at the beginning of his regularly-scheduled shift.

1.6 DEPARTMENT

The Municipal Police Department of the City of Great Falls, Montana.

1.7 EMPLOYEE

All members of the Bargaining Unit.

1.8 EMPLOYER

The City of Great Falls, Montana.

1.9 PRONOUN

Whenever used in this Agreement, each singular number or term shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

1.10 SHIFT

The hours per day regularly scheduled for an employee to work.

1.11 WORK WEEK

An employee's work week shall consist of one calendar week, starting Sunday at 12:00 midnight ending Saturday at 11:59 p.m., and shall include no more than seven consecutive calendar days.

1.12 WORK DAY

In accordance with Montana Code Ann. §39-4-107, a period of eight (8) hours constitutes a day's work, unless specifically stated elsewhere in this contract.

ARTICLE 2 - PURPOSE

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana State statutes, this Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits, officer safety and other conditions of employment.

ARTICLE 3 - RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining agent for all employees for the purposes set forth in this Agreement or in the Collective Bargaining Act.

ARTICLE 4 - EMPLOYEE RIGHTS

4.1 NON-JEOPARDY AND RIGHT TO ORGANIZE

- a. It shall be the right of all employees to join and support the Association for the purposes of negotiating with the Employer, or its duly selected representative, with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing, maintaining, protecting, and improving the standards of the Great Falls Police Department and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining Act. The Employer agrees that it shall not deprive any employee of the rights conferred by this Agreement or the Collective Bargaining Act.
- b. No employee shall be discharged or discriminated against by the Employer for upholding lawful the Association activities.

4.2 PROTECTION OF EMPLOYEE RIGHTS

- a. The Employer shall give reasonable support to employees in the discharge of their duties.
- b. No employee shall suffer any reduction in the base rate of pay or in any other benefits covered by this Agreement at the date hereof as a result of this Agreement.
- c. No employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause; excluding, however, probationary employees.
- d. The Standards of the Department as of the effective date of this Agreement provides certain written policies and procedures for the commencement, receipt, handling and disposition of matters relating to discipline of employees as well as complaints against

them.

4.3 HOLD HARMLESS

The Employer shall provide insurance or risk-pooled indemnity protection to defend and indemnify, if necessary, employees for claims, actual or alleged, made against them while acting within the course and scope of their employment, provided that such incidents, damages or acts are not caused by the willful violation of penal statutes, acts of fraud, conduct contrary to the Great Falls Police Department Policy Manual or the City of Great Falls Personnel Policy Manual, or conduct outside of the course and scope of employment. In addition, the Employer agrees to abide by all requirements of the laws of the State of Montana relating to its obligation to defend, indemnify and hold employees harmless while acting within the course and scope of their employment.

4.4 PERSONNEL FILES

- a. Employees shall have the right to review the contents of any official personnel file maintained in Human Resources regarding them by the Employer or any agent or representative of the Employer. One copy of any material placed in an employee's official personnel file shall be made available to him upon request.
- b. All items in any such file shall be identified as to source.
- c. The employee shall have the right to answer any material filed and his answer shall be placed in the same personnel file. The answer shall succinctly state the employee's position and shall not be unduly lengthy or burdensome.
- d. This provision shall not restrict supervisors or Management representatives from maintaining administrative records with regard to employee action or transactions, including any working copy in the Support Services Bureau Captain's office. The Support Services Bureau Captain's office file will be available for review to the employee upon his request.

4.5 UNLAWFUL TERMINATION

The Employer will not terminate nor separate an employee from his employment in an attempt to circumvent the provisions of this Agreement.

4.6 CONFLICT OF LAWS

In the case of conflict of provisions contained in this Agreement and the Employee Personnel Policy Manual, this Agreement's provisions shall be applied, unless such provisions are contrary to applicable law.

ARTICLE 5 - ASSOCIATION RIGHTS

5.1 NONDISCRIMINATION POLICY

The Association and the Employer agree that this Agreement is subject to the Nondiscrimination Policy of the Employer and that cooperation will be given to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of race, color, religion, sex, national origin public assistance status, or other class protected by state and federal law.

5.2 MEMBERSHIP

All employees covered by this Agreement who are or become members of the Association on or after the effective date of this Agreement shall maintain their membership in good standing with the Association.

5.3 REPRESENTATION FEE

- a. Membership in the Association shall be separate, apart and distinct from assumption by each employee of his equal obligation to supply the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Association members. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit and all employees derive benefit thereunder, each employee in the bargaining unit shall as provided in this subsection assume his fair share of the obligation along with the grant of benefits contained in this Agreement.
- b. Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of his attainment of the rank of Police Officer, shall forfeit all benefits of the Association including representation in disciplinary matters and access to the legal fund, subject to applicable law.
- c. The Association will certify to the Employer, the current rate of Association membership dues.
- d. Requests for initiating deductions for the personal representation fee shall be submitted on a form signed by the employee within the above-defined thirty (30) day period.
- e. Deductions shall be under the same conditions and schedules as the deductions for Association membership dues prescribed in Article 5.4 of this Agreement.

- f. The Association shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.
- g. The provisions of this subsection 5.3 shall not apply to any existing employee who is not a member of the Association, but shall apply to all current members thereof and all future employees.

5.4 DUES ASSIGNMENT AND PAYROLL DEDUCTION

- a. Payroll deductions shall be made by the Employer for Association membership dues and for the representation fee.
 - 1) Deductions for Association membership dues or for representation fees shall be initiated by submitting to the Employer a written authorization therefore signed by each individual employee wishing to effect such deductions. Said deductions shall continue in effect from year to year pursuant to such written authorization unless revoked by written notice by the employee to the Employer and to the Association.
 - 2) The Employer shall deduct in equal installments, such dues, from the first and second regular biweekly paycheck of each month of all employees whose authorizations are on file with the Employer.
 - 3) All monies deducted by the Employer for Association membership dues and personal representation fees shall be remitted to the Treasurer of the Association by the end of the following calendar month.
 - 4) All Association members agree that if, for any reason, their employment should end with the Police Department, the member authorizes the City of Great Falls Human Resources, as directed by the Association Treasurer, to remit payment from the members final "payout/severance" check to the Association for full payoff of any outstanding Association loan balance said member has with the Association.

5.5 ASSOCIATION BULLETIN BOARDS

The Employer agrees to provide suitable space for the Association Bulletin Boards. Postings by the Association on such boards are confined to official business of the Association.

5.6 ASSOCIATION BUSINESS

The Employer recognizes a negotiating committee from the Association not to exceed five (5) members and a grievance committee not to exceed five (5) members. Time spent by the negotiating committee in bargaining on terms and conditions of the contract, as well as other necessary negotiation business, shall be without loss of regularly scheduled time or pay.

Discussions with the grievance committee shall also be conducted without loss of regularly scheduled time or pay.

5.7 INFORMATION

The Employer recognizes the necessity for the Association to have possession of information to maintain the Agreement and prepare for negotiations.

Therefore, one (1) copy of the materials listed below will be furnished to the Association by the Employer at no cost within ten (10) days of the receipt of a request therefore, provided such materials are available.

- a. General fund budgets - preliminary and final.
- b. Prior years budget/actual GFPD report setting forth actual receipts and expenditures.
- c. City administrative financial policy and procedures.
- d. Names, rank, hourly payroll rate and salary of sworn GFD members.
- e. Any information, statistics and records relevant to negotiations, or necessary for proper enforcement of the terms of this agreement.

The Association, upon written request to the Employer, shall also be furnished information or access to information that is of a public nature and is available. For such information the Employer may charge the Association for the cost of preparing or providing copies thereof.

The Association will provide the Employer with the names of new Association officers, terms of office, and contact information thirty (30) days after elections.

ARTICLE 6 - SENIORITY AND REDUCTION IN FORCE

6.1 SENIORITY

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

- a. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, in the event of reemployment under Article 6.2 of this Article, previous service shall count towards seniority.
- b. To be absent from the job due to an approved voluntary leave of absence without pay that exceeds fifteen (15) days will be considered lost time for the purpose of seniority unless the employee worked one hundred (100) hours or more in any calendar month(s) during which the leave occurred; however, previous service upon return to work is counted toward seniority.

- c. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.
- d. The Employer shall post a seniority roster on December 1st and June 1st of each year. Employees may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.
- e. Absences due to injury in the line of duty shall be considered as time worked for the purposes of determining seniority and granting of any benefits covered by this Agreement.

6.2 REDUCTION IN FORCE

- a. A Reduction in Force and the term "layoff" as used herein shall be separate and distinct from the terms "resignation," "retirement" and "dismissal," and shall mean the loss of an employee's employment with the Employer which is the result of any reason other than resignation, retirement or dismissal.
- b. In the event that the Employer anticipates that a layoff of employees is to take place, the Employer will provide the Association with written notification which will include the positions proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon the Association's request, the Employer will make available to the Association any data requested which pertains to the layoff determination. Any employee who is to be placed on layoff will be so notified in writing, by certified mail, at least thirty (30) days prior to the effective date of the layoff. The Association will be provided with a listing of the employees being notified of the layoff.
- c. Layoffs caused by Reduction in Force shall be in order of seniority; that is, the employee last hired shall be the first released.
- d. No full-time employee shall be laid off while temporary or part-time employees are serving in the bargaining unit.
- e. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of a Reduction in Force shall be the first rehired, provided the employee is able to meet the physical requirements of the job. The Employer shall notify in writing such employees to return to work and furnish the Association with a copy of such notification. It shall be the employee's responsibility to maintain a current address on record with the Employer for the purpose of such notification. An employee who is notified to report to duty, but fails to notify the Employer within fourteen (14) calendar days of his intention to return to work, shall be considered as having forfeited his right to reemployment.
- f. Layoffs and subsequent recall shall not be considered as a new employment affecting the status of previous employees, nor shall it require the placement of reemployed personnel in a probationary status.

ARTICLE 7 - HOURS OF WORK

7.1 HOURS OF DUTY

The working year shall normally be two thousand eighty (2,080) hours. The regularly scheduled working hours for employees shall be forty (40) hours per week, except for the patrol division that presently works nine (9), ten (10), and ten (10) hour and forty (40) minute shift schedules (10:40).

7.2 WORK SCHEDULE

The hours of work each day may consist of an eight (8) hour shift which will include thirty minutes for a meal and two fifteen-minute rest breaks midway through the first part of the shift and midway through the second part of the shift.

The hours of work each day may consist of a nine (9) hour shift which will include forty-five minutes for a meal and one twenty minute rest break.

The hours of work each day may consist of a ten (10) hour shift which will include sixty-five minutes for a meal and one twenty minute rest break.

The hours of work each day may consist of a ten-hour (10) forty-minute shift (40) which will include sixty-five minutes for a meal and one twenty minute rest break.

7.3 SHIFT CHANGE

The City will notify an employee of a change in a normally scheduled shift as soon as possible in order to minimize any inconvenience the change may cause.

ARTICLE 8 - ADDITIONAL DUTY

8.1 OVERTIME

- a. Except as otherwise specifically provided in this Article, employees shall be paid at the rate of time and one-half at their regular hourly rate of pay for all hours worked in excess of a regularly scheduled work shift, and for all hours worked on days off.
- b. Overtime shall be computed to the nearest quarter (1/4) hours starting one minute after the quarter hour begins and extending to the full quarter hour.

For those employees working the ten hour (10) forty (40) minute schedule, overtime shall be computed to the nearest 1/3 hour starting one minute after the 1/3 hour begins and extending to the full 1/3 hour.

- c. Holidays, sick leave, vacation or compensatory time taken during the work week will be considered as time worked when computing overtime.
- d. Employees shall not be required to suspend work during regular schedule hours to prevent overtime accumulation.
- e. Call Back:

- i. Extension of Shift: In the event an employee is required to return to work within one-half (½) hour of the end of his shift to complete work that should have been done prior to leaving work, he will be compensated as an extension of the regular shift at one and one-half (1½) times the regular hourly rate of pay for all hours worked in excess of a regularly schedule work shift.
 - ii. Call Out: An employee called out to work, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours at his regular hourly rate of pay, or one and one-half (1½) times the regular hourly rate of pay for actual hours worked, whichever is greater. Call out does not include scheduled work such as court and meetings that the employee has advanced notice of, and which occurs one (1) hour or less either before or after the regular shift.
 - iii. In the event an employee is called to work while on pre-approved scheduled vacation/annual leave, the employee will be credited back any unused vacation/annual leave as a result of being called out during their normal shift and will be paid one and one-half (1½) times his regular hourly rate of pay for actual hours worked.
- f. No overtime or pay shall be paid for travel time to and from the job.
 - g. An employee required to attend local training and meetings, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours at the regular hourly rate of pay or one and one-half (1½) times for actual hours worked, whichever is greater.
 - h. Request for Law Enforcement Services at Events. The Great Falls Police Department Request for Law Enforcement Services Form will be adhered to and Officers will be paid one and one-half (1½) times the regular hourly rate of pay or four (4) hours at the regular hourly rate of pay for actual hours worked, whichever is greater, for all Security Type Extra Duty Requests.

8.2 STANDBY

The Employer and the Association agree that the use of standby time shall be minimized consistent with sound law enforcement practices, and the maintenance of public safety. Standby assignments shall be for a fixed predetermined period of time not to exceed eight (8) hours. Employees formally placed on standby status shall be compensated on the basis of four (4) hours regular hourly rate of pay for eight (8) hours of standby or fraction thereof. If the employee is actually called back to work, normal overtime rules shall apply in addition to the standby premium.

8.3 COURT APPEARANCE

In the event that any court appearance before any judicial or administrative body is required, excluding those occurring during regularly scheduled hours or days, (except as provided in 8.1(e) above) the employee shall be paid for a minimum of four (4) hours at his regular hourly rate of pay. If such court appearance is on a scheduled day off, the four

(4) hour minimum will be paid one and one-half (1½) times the regular hourly rate of pay.

In the event the employee, who is currently on night shift rotation, is required to appear before any judicial or administrative body, the employee shall be paid for a minimum of six (6) hours at their regular hourly rate of pay, or one and one-half (1½) times the regular hourly rate of pay for actual hours worked..

Officers required to participate in juvenile detention hearings will be compensated according to the following schedule:

- Officers waiting to testify on a detention hearing while not physically at the court will be paid his regular hourly rate of pay; or
- Officers who have to testify via telephonic means will be paid court appearance rates as noted above in the first paragraph;
- Officers will be compensated for either his regular hourly rate of pay while waiting to testify or court appearance rates for testimony provided over the phone, but not for both.

8.4 PAYMENT FOR OVERTIME

Except as provided in this paragraph, employees may earn overtime hours worked without restriction. Each employee shall receive payment for overtime work on compensatory time basis; provided, however, that the maximum amount of compensatory time that can be accumulated shall be one hundred sixty (160) hours. Any hours in excess thereof shall be paid to any such employee.

- a. The dates when employees request use of earned compensatory time shall be determined by the Chief of Police or his/her duly authorized officer, under the following conditions:
 1. Abide by current standards as set forth in the Fair Labor Standards Act (FLSA);
 2. If manning is limited and it is necessary to post an overtime spot for a compensatory day request, two (2) weeks' notice must be given. If the overtime slot is unfilled one (1) week in advance of the requested day off, it will be denied unless agreed upon by both parties.
 3. Granting a compensatory time request when it conflicts with a pre-approved vacation will be at the discretion of the Shift Supervisor.

8.5 COMPENSATION FOR TRAINING

- a. The Employer agrees to compensate each employee as provided in Article 8.1(a) for all overtime earned as a result of attendance at local in-service training schools and seminars. Compensation shall be paid as provided in Article 8.4 above.
- b. For attendance at in-service training schools, seminars or other meetings authorized by

the Employer outside the City of Great Falls, Montana, each employee shall be entitled to the allowances as provided in the City of Great Falls Travel Policy.

8.6 COMPENSATION FOR ASSIGNMENT TO HIGHER RANK

If any employee is assigned a position normally reserved for an employee of a rank higher than Master Police Officer for a period of four (4) hours or more, that employee assuming that position shall be paid as if he actually held the assumed rank.

8.7 PYRAMIDING

There shall be no pyramiding of overtime pay except as expressly permitted by this Agreement.

ARTICLE 9 - COMPENSATION

9.1 SALARIES

The base monthly salary, from first date of employment, for each class of employee covered by this Agreement shall be as follows: The City proposes to change the pay period from semi-monthly to bi-weekly, if every other unit agrees to the change.

BASE SALARY

RANK	<u>July 1, 2021</u> (4.0%)	<u>July 1, 2022</u> (2.75 %)
Probationary Police Officer	\$4,885.86	\$5,020.22
Police Officer (Confirmed)	\$5,069.51	\$5,208.92

9.2 LONGEVITY PAY

Longevity shall be paid from the first date of employment as a sworn Officer of the Employer. Compensation therefore shall be at the rate of sixteen dollars and fifty cents (\$16.50) per month. Longevity pay increases shall become effective upon the first of the month following the employee's anniversary date of employment.

When an Officer of the Great Falls Police Department attains his 17th year anniversary with this Department, his earned longevity will be placed on his base salary. This longevity will be at the rates negotiated in this contract, and shall not exceed \$16.50 per month per year of service, not to exceed an accumulated total of \$330.00. When calculating raises, longevity is added to the base pay after the raise is factored in and not beforehand for employees with fewer than 17 years of service with the department. This practice is the

same as the formula listed below.

The formula for computing each employee's rate of pay shall be as follows:

Police Officer	= base plus longevity
Senior Police Officer	= base X's %, plus longevity
*Senior Police Officer II	= base X/s %, plus longevity
Master Police Officer	= base X's %, plus longevity
*Master Police Officer II	= base X's %, plus longevity
Sergeant	= base X's %, plus longevity
*Sergeant II	= base X's %, plus longevity

X% = Senior Police Officer	15%
*Senior Police Officer II (after 3 years as a Senior Police Officer)	17%
Master Police Officer	25%
*Master Police Officer II (after 5 years as a Master Police Officer)	27%
Sergeant	38%
*Sergeant II (after 7 years as a Sergeant)	40%

**Denotes length of time in position and is not a new or senior position/rank.*

At the sole discretion of the Employer, an employee with prior service with another agency may be compensated for the prior service by a starting wage up to, but not exceeding, the level of Senior Police Officer.

9.3 SHIFT PREMIUM

An employee who shall be employed for what is commonly referred to as the "afternoon shift" shall receive an additional \$0.35 per hour in addition to other salary payments. Any employee who shall be employed for what is commonly known as the "night shift" shall receive an additional \$0.50 per hour in addition to other salary payments. In each case, such additional compensation shall apply only to the hours during which the employee, in a given pay period, is actually serving on the "afternoon shift" or the "night shift" as the case may be.

9.4 PROMOTIONS AND ROTATIONS

Eligibility for placement as a Probationary Police Officer and advancement to the rank of Senior Police Officer or promotion to Master Police Officer or Sergeant will be set in Department policy. Master Police Officer and Sergeant will be identified as a promotion for purposes of seniority. Rotations will also be in accordance with Department policy. Any change to this policy shall include or involve the Labor-Management Committee.

9.5 RATE OF COMPENSATION—LENGTH OF SERVICE

Upon satisfactory completion of one (1) year of service on the Department as a Probationary Police Officer, an employee shall be paid at a minimum rate of a Police Officer. Upon satisfactory completion of one (1) year of service on the Department as Police Officer, an employee shall be paid at a minimum rate of a Senior Police Officer. Upon satisfactory completion of three (3) years as a Senior Police Officer, an employee shall be paid at the Senior Police Officer II rate of pay. Upon satisfactory completion of five (5) years as a Master Police Officer, an employee shall be paid at the Master Police Officer II rate of pay. Upon satisfactory completion of seven (7) years as a Sergeant, an employee will be paid at the Sergeant II rate of pay.

9.6 INVESTIGATIVE PAY

All sworn employees assigned to the Investigative Services Bureau for a period longer than six (6) months will receive an additional \$0.50 per hour added to their base regular hourly rate of pay while working in a detective capacity. Detectives are assigned to a rotational on-call schedule for each weekend. Detectives will be compensated eight (8) hours for the time they are on-call. If the on-call weekend includes a holiday, he will be compensated an additional four (4) hours at his regular hourly rate of pay for each holiday consecutive with the weekend. If called in to work while on-call, the detective will be compensated for their on-call time as well as one and one-half (1½) times his regular hourly rate of pay for hours called out. The weekend/holiday on-call time begins at 1700 hours on the day before the weekend (typically Friday) to 0800 hours on the day returning to their regularly scheduled shift (typically Monday). Detectives assigned on-call for a holiday that does not fall on the weekend or an extension of the weekend will be compensated at an additional four (4) hours at the regular hourly rate of pay.

Detectives are on-call to serve the needs of the organization, if necessary, and are not specific to any bureau.

9.7 HIGH RISK UNIT PAY

Employees assigned to the High Risk Unit for a period longer than six (6) months will receive an additional \$30 per month in equal installments to his first and second paychecks of the month.

9.8 FIELD TRAINING OFFICER PAY

Employees assigned to perform the function of Field Training Officer (FTO) will receive \$100.00 for the 1st Phase, \$75.00 for the 2nd Phase, \$75.00 for the 3rd Phase, and \$50.00 for the 4th Phase of the Probationary Officer's training. If an extension of the training is necessary, the officer assigned as the FTO will receive \$40.00.

9.9 DEATH OF EMPLOYEE

In the event of death of an employee, all sums payable under the terms of this Agreement to the employee, had he survived, including unused sick leave as provided by State law, final pay, vacation and compensatory time shall be paid to the employee's beneficiary designated on a form provided by the Employer, or to his estate in the absence of any such designation by employee. The designation of a beneficiary by an employee shall have the same force and effect as if the same disposition had been made by will by the employee.

The employee, his estate, his designated beneficiary, and any successors and assigns shall indemnify and hold the Employer harmless from any and all claims, demands, or liability arising out of the disbursement of such sums to the designated beneficiary, or in lieu thereof, employee's estate.

ARTICLE 10 - HOLIDAYS

10.1 SCHEDULED HOLIDAYS

Employees shall be granted the following holidays:

- a. New Year's Day, January 1st;
- b. Martin Luther King Day, 3rd Monday in January;
- c. Lincoln's and Washington's Birthday, 3rd Monday in February;
- d. Memorial Day, last Monday in May;
- e. Independence Day, July 4th;
- f. Labor Day, first Monday in September;
- g. Veterans' Day, November 11th;
- h. Thanksgiving, fourth Thursday and Friday in November;
- i. Christmas, December 25th;
- j. Every day declared a legal holiday by the City Commission;
- k. Every day in which a general election is held throughout the State of Montana;
- l. A personal holiday, to be taken within the calendar year earned and requires prior approval of the immediate Supervisor. If the request is denied, the employee will be paid at the one and one-half (1½) times their regular hourly rate of pay.

10.2 COMPENSATION FOR WORKING HOLIDAYS

Employees required to work on a holiday will be paid one and one-half (1½) times their regular hourly rate of pay in addition to their regular hourly rate of pay for actual hours worked. When an employee is required to work on a holiday, he will earn compensatory time at the rate of twelve (12) hours for an eight (8) hour shift, thirteen and one-half (13½) hours for a nine (9) hour shift, and fifteen (15) hours for a ten (10) hour shift, and sixteen (16) hours for a ten (10) hour and forty (40) minute shift (10:40). The employee shall submit a written request to his immediate Supervisor for one of the following:

- a. Pay at the negotiated rate of pay.

- b. Compensatory time to be taken at a time mutually agreed upon by the employee and Supervisor.
- c. Employees required to work on a holiday who do not work the entire shift will be compensated for the holiday at their regular hourly rate of pay and will receive one and one-half (1½) times their regular hourly rate of pay for actual hours worked on the holiday. The employee will not be charged sick, vacation or compensatory time for the hours not worked.

10.3 COMPENSATION FOR HOLIDAYS FALLING ON DAYS OFF

Observed holidays which fall on the employee's regularly scheduled day off shall be compensated for on a regular hourly rate of pay basis, either by accumulation of compensatory time or by receiving a regular day's pay, at the discretion of the employee, as defined and limited in Article 8.4. Employees working a set day shift schedule of Monday through Friday with weekends off (example Detectives/Support Services) will be required to take the observed holiday off in keeping with the Administrators scheduled time off. Exceptions to this will be granted by a Supervisor on a case by case basis.

10.4 COMPENSATION FOR HOLIDAYS FALLING ON VACATIONS AND SICK LEAVE

Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on a paid sick leave or a paid vacation shall be earned by the employee and not charged as sick leave or vacation.

ARTICLE 11 - VACATIONS

11.1 VACATION CREDIT

Each employee is entitled to and shall earn annual vacation leave credits from the first date of employment. For calculating vacation leave credits, two thousand eighty (2080) hours (52 weeks times 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period; provided, however, employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. See Montana Code Annotated 2-19-611. Vacation leave credit shall be earned in accordance with the following schedule:

- a. From first date of employment through ten (10) years of employment at the rate of one hundred twenty (120) hours (the equivalent of fifteen (15) eight (8) hour working days) for each year of service;
- b. After ten (10) years through fifteen (15) years of employment at the rate of one hundred forty-four (144) hours (the equivalent of eighteen (18) eight (8) hour working days) for each year of service;

- c. After fifteen (15) years through twenty (20) years of employment at the rate of one hundred sixty-eight (168) hours (the equivalent of twenty-one (21) eight (8) hour working days) for each year of service;
- d. After twenty (20) years of employment at the rate of one hundred ninety-two (192) hours (the equivalent of twenty-four (24) eight (8) hour working days) for each year of service.

11.2 SEPARATION FROM SERVICE OR TRANSFER TO OTHER DEPARTMENT--CASH FOR UNUSED VACATION LEAVE

An employee whose employment with the Employer is terminated shall be entitled upon the date of such termination to cash compensation at his then effective rate of pay then in effect for unused accumulated vacation leave; provided, however, if an employee transfers between agencies of the Employer, there shall be no cash compensation paid. In the event of such a transfer the receiving agency shall assume the liability for accrued vacation credits of the employee.

11.3 ACCUMULATION OF LEAVE

Vacation leave credits may be accumulated to a total number of days not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation leave credits shall not be forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.

11.4 LEAVE OF ABSENCE WITHOUT PAY

An employee may not accrue annual vacation leave credits while in a leave without pay status.

11.5 CHARGES AND CREDITS

Vacation charges and credits shall be charged to the time actually used.

11.6 LEAVES OF ABSENCE

Leave of absence without pay may be granted, with the approval of the Chief of Police, City Manager or a designated representatives.

11.7 VACATION DETERMINATION

Vacation shall be determined on the basis of seniority preferences by division and rank.

ARTICLE 12 - SICK LEAVE

12.1 SICK LEAVE CREDITS EARNED

Each employee is entitled to and shall earn sick leave credits from the first date of employment. For calculating sick leave credits 2080 hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of days which may be accumulated. See Montana Code Annotated 2-18-618.

12.2 QUALIFICATION

An employee may not accrue sick leave credits while in a leave without pay status. Employees are not entitled to be paid sick leave under the provisions of this Agreement until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits the employee has earned.

12.3 USE

Subject to applicable State and Federal law, employee shall be allowed to use earned and accumulated sick leave credits for absences from duty without loss of pay due to any one or more of the following:

- a. Illness;
- b. Injury;
- c. Medical disability;
- d. Parental-related disability, including prenatal care, birth, miscarriage, abortion and/or other medical care for either employee or child;
- e. Quarantine resulting from exposure to contagious disease;
- f. Medical, dental or eye examination or treatment;
- g. Care of or attendance to immediate family member for any of the above;
- h. Care of or attendance to other relative for any of the above at the discretion of the Chief of Police or his designee;
- i. When there is a death in the immediate family, employee may use up to ten (10) days of accumulated sick leave for bereavement leave, unless the leave qualifies under the Family Medical Leave Act (FMLA).
 - a. Immediate family is defined as employee's spouse and any member of employee's household, or any parent, child, sister, brother, grandparent, grandchild, or corresponding in-law.

12.4 ELIGIBILITY

Employees are required to follow the following items a. and b. in order to be eligible for use of sick leave:

- a. Report one (1) hour prior to the beginning of the shift to the Shift Commander on duty or immediate Supervisor the reason for absence.
- b. If the absence is for more than one (1) day in length, the employee must keep the Shift Commander on duty or immediate Supervisor informed of the status of the condition.

- c. Employees who claim sick leave when physically and mentally fit unless under specific provision of this Agreement shall be subject to disciplinary action.
- d. If required by the Police Chief, employees must submit a proper medical certificate for any absence charged to sick leave.

12.5 TERMINATION OF EMPLOYMENT

An employee whose employment is terminated is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time his employment is terminated. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971, and the payment therefore shall be the responsibility of the Employer; provided, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the Employer's jurisdiction, he shall not be entitled to a lump-sum payment. In such a transfer the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

12.6 RE-EMPLOYMENT

An employee who receives a lump-sum payment pursuant to this Agreement and who is again employed by the Employer thereof shall not be credited with any sick leave for which he has previously been compensated.

12.7 MISCELLANEOUS SICK LEAVE PROVISIONS

- a. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave.
- b. Sick leave charges and credits shall be charged to the actual time used.
- c. Medical appointments may be charged to sick leave provided the minimum time charged is not less than one-quarter (1/4) hour. Each absence shall be reported separately and authorized in advance by the employee's immediate supervisor.
- d. Parental leave may be charged against sick leave credits up to six (6) weeks, not to exceed 240 hours, without medical documentation, unless the leave qualifies under the FMLA.
- e. Illness that occurs during an employee's vacation shall be charged to sick leave. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and shall not be charged to sick leave.
- f. In the event an employee becomes incapable of performing the duties of his regular classification through illness or injury, the Employer may transfer the employee, with the employee's consent, without loss of pay to a position for which he is

qualified provided the change can be accomplished without displacing another employee, and this change is otherwise consistent with applicable law.

12.8 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 vacation leave credits, and needs more time away from work, members of the Association may donate eight (8) hours of sick leave to any City employee on an individual basis. Requests for donations by the employee must be approved by Management with the coordination of benefits through Human Resources. The maximum an employee can receive or donate is one hundred-twenty (120) hours, or fifteen (15) days, in a calendar year.

12.9 LIGHT DUTY

The Department will endeavor to modify duty assignments consistent with documented medical restrictions for employees who have experienced work-related injuries. Ordinarily light duty for a work-related injury will be granted for a one year period from the first day of light duty per injury; however, it generally will not be approved beyond the one year limitation.

The Department will also attempt to provide light duty to employees injured off duty; however, personnel with duty related injuries take precedence in assignment. The Chief of Police may grant ninety (90) days of light duty in a non-duty related injury or illness. Any extension must be placed in writing, recommended by a Supervisor, approved by Human Resources, and consistent with applicable law. If the request is not approved, the Officer may appeal the decision to the City Manager. These decisions will be considered on a case by case basis, as well as, review of the circumstances involved, available positions, and alternative resources available to the employee.

This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances.

ARTICLE 13 - FAMILY AND MEDICAL LEAVE (FMLA)

The agreed upon policy for Family and Medical Leave (FMLA) is set forth in the City Employee Personnel Policy Manual, and is incorporated herein by this reference.

ARTICLE 14 - PARENTAL LEAVE

The agreed upon policy for Parental Leave is set forth in the City Personnel Policy Manual, and is incorporated herein by this reference.

ARTICLE 15 - OTHER LEAVES WITH PAY

15.1 MILITARY LEAVE

Any employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay up to 120 hours, or fifteen (15) days, after six (6) months of employment, to fulfill his military service obligation. Such absence shall not be charged against vacation leave credits earned by the employee. The terms of this leave shall be consistent with this Agreement, State Law, (currently Montana Code Ann. §10-1-1009), and the City Personnel Policy Manual.

15.2 JURY SERVICE AND SUBPOENA

Employees will be excused from work under summons to serve as a juror or when subpoenaed to serve as a witness by the court system. Employees dismissed from jury duty prior to the end of a regular work shift are expected to either report to work or contact their supervisor for instructions. Employees choose one of these options concerning pay for court ordered service:

A. Employees will only be allowed to keep expense and mileage allowance paid; employees may not keep the juror fee paid by the court. Forward all fees received as a result of the service to the Department Head who will forward it to Human Resources. The fees are then credited against the employee's regular compensation.

-OR-

B. Charge court service against annual leave and keep the juror fee and any expense or mileage allowance paid to the employee by the court. Employees will be paid their normal paycheck and will be charged annual leave. Employees will keep all payments received from such service.

15.3 BEREAVEMENT LEAVE

With the approval of the Chief of Police or a duly authorized officer, employees may be granted leave, not to exceed four (4) hours or deducted from any leave accruals, to attend the funeral of a member of the Department.

ARTICLE 16 - LEAVES WITHOUT PAY

16.1 ELIGIBILITY

All employees are entitled to take a leave of absence without pay for good and sufficient reasons with approval of the Chief of Police and the City Manager or designee.

16.2 REQUESTS

Requests for leave of absence without pay shall be submitted in writing by the employee to the supervising officer.

16.3 DURATION

The length of leave without pay will be determined on an individual basis and based on the circumstances involved.

ARTICLE 17 - HEALTH, SAFETY, WELFARE AND OTHER COVERAGE

17.1 INDUSTRIAL ACCIDENT INSURANCE OR INDEMNITY COVERAGE

The Employer shall carry industrial accident insurance or risk pooled indemnity coverage on all employees. Each employee must within thirty (30) days, in accordance with State law, report in writing to the Employer any injury in the course of employment. Failure to do so may result in the loss of benefits.

17.2 HEALTH AND ACCIDENT INSURANCE OR INDEMNITY COVERAGE

The Employer agrees to provide non-occupational health and accident insurance coverage or risk pooled indemnity coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

A City health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the city's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance coverage.

It is hereby acknowledged that both employee and the employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance or indemnity contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the Employer.

The City Contribution amount included in base wages for retirement enhancement purposes shall be capped at the contribution rate of \$361.39 per biweekly paycheck.

Health insurance premiums will be paid with the Employee paying 15 (fifteen) percent of the premium and the City paying 85 (eighty-five) percent of the premium.

- a. The City reserves the right to add to the benefit plan in effect with no obligation to negotiate, and retains the right to delete or modify any or all the added benefits with no obligation to negotiate.
- b. The City shall be at liberty to make an independent selection of the insurance or indemnity carrier, including the option of partially or fully self-funding with no obligation to negotiate.
- c. A member or appointed representative of the Great Falls Police Protective Association will be invited to attend quarterly information meetings with the insurance or indemnity carrier's representatives.

17.3 DEATH BENEFIT

- a. If an employee dies while performing their duties within the scope of their employment, the City agrees to pay the health insurance premium for the dependents who are on the plan at the time of his/her death for twenty-four (24) months.
- b. If an employee dies while performing their duties within the scope of their employment, all funeral-related costs will be covered by the City, up to \$15,000.

The determination as to whether or not an employee died while performing their duties within the scope of their employment will be made by the City's workers compensation carrier.

17.4 UNEMPLOYMENT INSURANCE

The Employer shall carry unemployment insurance on all employees as required by law.

17.5 INSURANCE OR INDEMNITY CONTRACTS

All requirements and insurance or indemnity benefits shall be subject to the provisions of the policy issued by the carrier. Written benefit provisions shall be provided to each employee. Benefits shall continue until the last day of the final month of employment.

- 17.6 The City shall continue to provide safe working conditions and equipment. Safety concerns should be handled at the lowest supervisory level possible. All safety concerns will be brought to the attention of the Bureau Captain. If no solution can be found, then the concern should be addressed through the chain of command. If the issue is still not resolved, then the issue will be brought to the Labor Management Committee.

ARTICLE 18 - ALLOWANCES

18.1 UNIFORMS AND EQUIPMENT

- a. The Employer agrees to budget annually a minimum of \$5,000 for the full cost of replacement of personal body armor, to be purchased by the Employer.
- b. New employees will be provided new shirts and pants. Other uniform items and equipment will be re-issued in accordance with the list approved by the Police Chief. These items will be in well maintained condition. If there are no uniform items and equipment that fit properly, new items will be issued.

18.2 LOST OR STOLEN PERSONAL PROPERTY

The Employer will repair or reimburse employees at market value for any items either issued by the Department or that the employee has received uniform allowance for that is damaged, destroyed, lost or stolen while in the course and scope of employment during assigned duty hours. This does not include repair or reimbursement due to normal wear and tear of clothing, equipment or personal property. Personal property that is damaged, destroyed, lost, or stolen while in the course and scope of employment during assigned duty hours will be replaced up to a maximum value of Three Hundred Dollars (\$300.00) provided there was no negligence on the part of the Officer. Reimbursement for eyeglasses or contact lenses will be replaced under this contract only to the extent that they are not covered by the existing vision coverage of the employee health benefit plan. A written notice of the loss or damage must be filed by the employee with his immediate Supervisor immediately within the work shift, but no more than five (5) days after the occurrence of the damage or loss or the claim will be forever waived. Receipts for repair or the appraisal of value shall be submitted when reimbursement is requested. There shall be no reimbursement for loss or theft of cash.

ARTICLE 19 - SHIFT TRADING

19.1 POLICY

Consistent with the reasonable operational requirements of the police service to maintain public health and safety, it shall be the policy of the Department to permit employees to trade shifts, or a portion thereof, providing no overtime compensation will be paid by the Employer and that persons exchanging will be of the same ability or be fully qualified to perform the duties of the rank involved in the trade.

19.2 REQUESTS

When requested in advance, shift trading of one (1) shift or less may be approved by the Shift Commander. Shift trading in excess of one (1) shift shall require the prior approval of the Police Chief.

19.3 OTHER EMPLOYMENT

No days exchanged shall be for the purpose of other employment.

ARTICLE 20 - MANAGEMENT RIGHTS

In addition to State law, the Employer retains the full and unrestricted right to operate and manage all manpower, facilities, methods and equipment, to establish functions and programs, make and enforce all rules and regulations; to plan and set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct, assign, control and determine methods, means, organization and number of personnel; to establish work schedules, assign overtime, and to perform any inherent managerial functions not specifically limited by this Agreement. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 DEFINITIONS

- a. Grievance - any dispute which may arise over the application, meaning, or interpretation of this Agreement. An alleged grievance shall be evidenced by a signed, written complaint stating in general terms the nature of the grievance, the facts on which it is based, and the remedy requested.
- b. Aggrieved party - the employee or employees or the Association asserting the grievance.
- c. Parties of interest - the employee or employees or the Association asserting the grievance, any person or persons assisting in processing the grievance, any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

21.2 PURPOSE

- a. The purpose of this procedure is to secure, at the lowest possible level, and in an atmosphere of courtesy and cooperation, equitable solutions of grievances which may arise.
- b. Nothing contained in this Article of this Agreement shall be construed to prevent any employee from discussing a problem with the Employer and having it adjusted, provided that any resolution of the problem shall be consistent with terms of this Agreement.

21.3 RIGHTS TO REPRESENTATION

The aggrieved party may, at his option, be present at all meetings and hearings and may be represented at all meetings and hearings at all levels and stages of the grievance procedure by an Association representative.

21.4 TIME LIMITS

All time limits shall consist of City business days, consisting of Monday through Friday,

except City holidays. The time limit specified may be extended by written, mutual consent.

21.5 PROCEDURE

- a. STEP I - Within ten (10) days of the occurrence of the grievance, or within the ten (10) days of the time that the aggrieved party becomes aware of the occurrence of the grievance, or with reasonable diligence should have become aware of the occurrence of the grievance, the aggrieved party shall present his immediate supervisor with the signed, written complaint and shall attempt to resolve the grievance through informal discussion.
- b. STEP II - If the grievance is not resolved at Step I, the decision may be appealed to the Police Chief within ten (10) days of the decision at Step I or within the ten (10) days of the date of the meeting at Step I in the event no decision has been rendered. The Police Chief or his designee shall meet with the aggrieved party, the Association representatives, and other parties of interest within the ten (10) days to discuss and attempt to resolve the grievance. The decision of the Police Chief shall be issued in writing to the aggrieved party and to the Association no later than ten (10) days following said meeting.
- c. STEP III - If the grievance has not been resolved at Step II, the decision may be appealed to the City Manager for consideration within ten (10) days of the decision at Step II or within ten (10) days of the date of the meeting at Step II in the event no decision has been rendered. Said appeal may be taken by filing a written request therefore with the City Manager. The City Manager shall notify the aggrieved party and the Association if he deems it necessary to meet with them. If a meeting is not held, the City Manager shall render a decision in writing within 15 days. If a meeting is held, the City Manager shall render a decision in writing with 10 days.
- d. STEP IV
 - 1) If the grievance remains unresolved at the conclusion of Step III, the grievance may be submitted by:
 - a. the aggrieved party, the Association or the Employer, for binding arbitration, under 2), 3), 4) and 5) below, provided that written notice of the request for submission is delivered to the opposing party within twenty (20) days of the decision at Step III or within thirty (30) days of the date of the Step III meeting in the event no decision has been rendered, or
 - b. the employee, to the Police Commission, pursuant to Montana Code Ann. 7-32-4155 and 7-32-4164, provided that written notice of the request for submission is delivered to the opposing party within twenty (20) days of the decision at Step III or within thirty (30) days of the date of the Step III meeting in the event no decision has been rendered.
 - 2) If the parties cannot agree as to an arbitrator within seven (7) days from the date of notification that arbitration will be pursued, the Board of Personnel

Appeals shall be called upon to submit a list of five (5) names of arbitrators. Within seven (7) days of the receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, with the charging party striking first, and the name thus remaining shall be forwarded to the Board of Personnel Appeals. The Board of Personnel Appeals shall notify the arbitrator of his selection. The date of the arbitration hearing shall be arranged by the arbitrator in consultation with the Employer and the Association. Within thirty (30) days of the date the hearing is closed, the arbitrator shall make an award unless other time limits are required of the arbitrator.

- 3) Rules of procedure to govern the hearing shall be fixed by the arbitrator, and the award, when signed by the arbitrator and submitted to the Association and to the Employer within the prescribed time limits, shall be final and binding and shall be subject to rulings in a court of competent jurisdiction.
- 4) The arbitrator shall have no power to add to, subtract from, or alter or vary in any manner the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted by the parties and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to render any decision which is contrary to or inconsistent with or which modifies or varies in any way applicable rules, laws or regulations, except to the extent that this Agreement supersedes any such rule, law or regulation. No single monetary award by the arbitrator shall exceed the sum of Five Hundred Dollars (\$500.00) and no collective monetary award by the arbitrator shall exceed the sum of One Thousand Five Hundred Dollars (\$1,500.00), except any such award related to required, essential uniform items damaged or destroyed in the performance of necessary services while on duty. The arbitrator shall in no way comment on the amount of award except to specify the amount.
- 5) The fees and expenses of the arbitrator shall be shared jointly and equally by the Association and the Employer. Neither party shall be required to pay any part of the cost of a stenographic record without its consent.

21.6 MISCELLANEOUS

- a. The aggrieved party and his immediate supervisor may agree in writing that Step I of the procedure may be bypassed and the grievance be processed at Step II.
- b. Grievance meetings and hearings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When scheduled meetings or hearings are held during regularly scheduled duty hours, persons required to participate in the meeting or hearing shall be excused without loss of pay or other benefits.
- c. Reprisals shall not be taken against any person by reason of participation in the

grievance process.

- d. Except such matters as would otherwise constitute a part thereof, all documents, communications, and records dealing with the processing of a grievance will be filed separately from the official personnel files of the participants and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment or transfer.
- e. The established grievance procedure shall be utilized to resolve grievances, except for alleged violations of FMLA, ADA, or State or Federal provisions which shall be addressed through the appropriate State or Federal agencies or through the Police Commission, if elected by the employee.
- f. Any claim or grievance filed prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution.
- g. At any stage of the grievance process, the GFPPA, employee and/or the Employer may attempt to mutually settle or resolve the grievance.
- h. Parties may extend the deadline of any step in the grievance process if mutually agreed upon prior to the completion of the step.

ARTICLE 22 - PHYSICAL EXAMINATIONS

22.1 REQUESTS BY THE EMPLOYER

If the Employer requests a mental or physical examination from a medical provider to determine job fitness, the employee will be provided an examination at no cost to the employee.

ARTICLE 23 - WELLNESS PROGRAM

- 23.1 The Employer and the Association recognize the importance of maintaining health in three areas: Physical Fitness, Physical Health and Mental Health. The Employer and the Association have developed a Wellness Program in order to promote and recognize an employee's healthy lifestyle and encourage all of their members to participate in this voluntary program.

Participating employees will receive paid time off for successful completion of the outlined areas. The incentives for the program are: one (1) completed section results in one-half (½) day paid leave, two (2) completed sections results in an additional one-half (½) day paid leave, and if all three (3) sections are successfully completed an additional one (1) day leave will be awarded, not to exceed two full shifts regardless of the shift worked or bureau assigned to when all three are completed. The hours accrued cannot be exchanged in lieu of money and cannot be carried over to the next fiscal year. Accruals will be based on a fiscal year. Accrued time must be taken in either one-half (½) or full-day increments.

ARTICLE 24 - DRUG AND ALCOHOL TESTING

- 24.1 The Employer and the Association recognize illegal drug usage, misuse of legally prescribed prescription drugs, and misuse of alcohol are threats to the public safety and welfare and to the employees of the Great Falls Police Department. The Employer and the Association agree to promote the health, safety, and welfare of its employees and the community by maintaining an alcohol and drug-free workplace.
- 24.2 The Employer and the Association developed and implemented a Drug and Alcohol Testing Program through the Great Falls Police Department Labor-Management Committee, the terms of which are incorporated in this Agreement as is fully set forth herein.

ARTICLE 25 - SAVINGS CLAUSE

Should any Article, section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated Article, section or portion thereof.

ARTICLE 26 - MISCELLANEOUS

26.1 AGREEMENT AND STANDARDS

- a. This Agreement constitutes the full and complete agreement between the parties.
- b. Mutually recognized benefits now received by employees not covered by the terms of this Agreement or in excess of the minimums set forth herein shall remain in full force and effect, except in the event that the continuation is beyond the power and authority of the Employer.
- c. No employee shall be bound by any provision, rule, regulation, express or implied, except as written in this Agreement or other written policy of the Employer, or by action of the Legislature of the State of Montana.

26.2 MONTANA STATE LAW

The parties hereto recognize that the Police Department of the City of Great Falls is subject to the laws of the State of Montana that pertain to police departments in cities of the first and second class. In the event that this Agreement conflicts with the laws of the State of Montana, that portion of the Agreement shall be null and void and without effect.

26.3 LABOR - MANAGEMENT COMMITTEE

A Labor-Management Committee shall be formed and consist of four (4) members from the Association and four (4) from the GFPD Administration. The Committee will meet on a quarterly basis or more often as needed. Any subject of concern to either the Association or the Employer may be presented to this Committee.

- a. The City Manager may adopt procedures as part of the Rules and Regulations of the Police Department after review and consideration by the Labor-Management Committee, except that such procedures shall be subject to the terms and conditions of this Agreement.

26.4 DISTRIBUTION

This Agreement shall be printed at the expense of the Employer and six (6) copies thereof shall be delivered to the Association within thirty (30) calendar days of ratification by the parties. Furthermore, a PDF and Word format copy of the ratified Agreement shall be electronically submitted (email) to the PPA President.

ARTICLE 27 -TERMS, AMENDMENTS AND MODIFICATION OF BASIC AGREEMENT

27.1 TERM

This Agreement shall be effective as of July 1, 2021, and shall remain in full force and effect until the 30th day of June, 2023.

27.2 REOPENING

This Agreement shall be automatically renewed and will continue in full force and effect for an additional period of one (1) year unless either party hereto shall notify the other in writing, no later than May 1, 2023, of its desire to amend, modify, supplement, or add to any provisions of this Agreement and to negotiate over the terms thereof. In such event bargaining shall commence no later than June 1, 2023.

IN WITNESS WHEREOF, the Association and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Great Falls, Montana, this ____ day of _____, 2021.

FOR THE CITY OF GREAT FALLS:

FOR THE GREAT FALLS PPA:

Greg Doyon, City Manager

Katie Cunningham, PPA President

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

Sara R. Saxe, City Attorney



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Labor Agreement between the City of Great Falls and the International Association of Fire Fighters, Local#8 (IAFF Local#8)

From: Gaye McInerney, HR Director

Initiated By: Gaye McInerney, HR Director

Presented By: Gaye McInerney, HR Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the IAFF Local #8

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the IAFF Local #8, and authorize the City Manager to execute the agreement.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the IAFF Local #8. IAFF Local #8 consists of 64 firefighters.

Summary:

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, referencing applicable policies throughout the agreement and including the bargained MOU of February 2020.

Representing the City:

Gaye McInerney, HR Director
Chuck Anderson, Deputy City Manager
Sara Sexe, City Attorney
Melissa Kinzler, Finance Director
Jeremy Jones, Fire Chief
Bob Shupe, Assistant Fire Chief, Operations

IAFF Local #8 team members:

Jay Jarrett, Battalion Chief
Jeremy Virts, Captain
Brandon Jaraczski, Captain
Kris Whitaker, Lieutenant
Ty Loney, Lieutenant
Ryan Olson, Fire Fighter 1/Sterling
Veltkamp, Engineer

Changes from the previous Agreement include, but are not limited to:

Article 26 – Medical Insurance. The City changed health insurance vendors from MMIA to BCBS-MT and bargained a new cost sharing percentage for health insurance premiums of Employer 85 percent and Employee 15 percent. These changes were made in response to the Commission’s direction in 2019 to bid for new vendors and to bargain a new cost sharing split to address the unsustainability of the rising costs of health insurance.

Article 37 – Residency. This clause was changed to allow firefighters residency up to a maximum of thirty (30) minutes of travel to the closest Great Falls Fire Station.

Article 37 – Term of Agreement. The contract length is two years from July 1, 2021 through June 30, 2023.

Addendum 1, Schedules A and B:

Changes in Rank structure were made to Schedule B. Captain Inspector and Fire Inspector positions were retitled as Deputy Fire Marshal. Within the Deputy Fire Marshal Rank, Steps 1 and 2 were added to reflect a respective 2 and 4 percent increase above the Deputy Fire Marshal base pay.

Certification Pays:

Item 3 under Paramedic certification pay was removed to allow Captains and Battalion Chiefs to earn paramedic certification pay.

ADDENDUM 1

Employees shall be paid according to the following regular hourly Firefighter’s base pay schedule. The regular hourly rate of pay is based on 2,190 hours for twenty-four (24) hour shift employees and 2,080 hours for day shift employees.

Schedule A

2,190 Hours for 24-hour shift employees

Rank	Rank % X's FF	# in Rank	2021-2022 3.5% COLA	2022-2023 3.25% COLA
Probationary Firefighter	0.95		\$24.19	\$24.97
Firefighter			\$25.46	\$26.29
Firefighter 1	1.05		\$26.73	\$27.60
Firefighter 2	1.10		\$28.01	\$28.92
Senior Firefighter*	1.15		\$29.28	\$30.23
Engineer**	1.20	16	\$30.55	\$31.55
Lieutenant	1.27	8	\$32.34	\$33.39
Captain	1.34	16	\$34.12	\$35.23
Battalion Chief	1.53	4	\$38.96	\$40.22

Schedule B

2,080 Hours for day shift employees

Rank	Rank % X's FF	# in Rank	2021-2021 3.5% COLA	2022-2023 3.25% COLA
Probationary Firefighter	0.95		\$25.40	\$26.22
Firefighter			\$26.73	\$27.60
Firefighter 1	1.05		\$28.08	\$28.99
Firefighter 2	1.10		\$29.41	\$30.37
Senior Firefighter*	1.15		\$30.75	\$31.75
Engineer**	1.20	16	\$32.09	\$33.13
Lieutenant	1.27	8	\$33.96	\$35.06
Captain	1.34	16	\$35.83	\$37.00
Battalion Chief	1.53	4	\$40.91	\$42.24
Deputy Fire Marshal f/n/a Captain Inspector and Fire Inspector***	Base Step 1 Step 2	3	\$24.89 \$25.39 \$25.89	\$25.70 \$26.21 \$26.73

*All Current Firefighter First Class hired after April 2014 will be considered Senior Firefighters (5 members).

**All members that are currently Firefighter First Class that were hired before April 2014 will still promote to the rank of Engineer as per previous rank structure (6 members).

Addition of two more certification pays:

1. Personal Protective Equipment – repairing turnouts to pass inspection, and
2. Communications Director – programming and maintaining mobile devices

Both of these certification pays will be at the same rate as all other certification pays (Fire Fighter Base X's 1.5 percent).

Each employee may achieve a maximum of three certification additional pays, one of which is a paramedic certification.

Fiscal Impact:

Addendum 1, Schedule A and B reflects the negotiated wages with a 3.5 percent COLA increase for FY22 and a 3.25 percent COLA increase in FY23. The total financial impact of these increases is \$473,000.

Alternatives:

City Commissioners may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue collective bargaining process.

Concurrences:

IAFF Local #8 members voted to ratify the contract language in June 2021.

Attachments/Exhibits:

Proposed Labor Agreement

AGREEMENT

BETWEEN

**CITY OF GREAT FALLS,
MONTANA**

AND

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL #8**

JULY 1, 2021 – JUNE 30, 2023

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.1 This AGREEMENT is entered into by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as “the CITY” and LOCAL #8, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as “the UNION.”
- 1.2 It is the purpose of this AGREEMENT to achieve and maintain harmonious relations between the CITY and the UNION, and to establish proper standards of wages, hours and other conditions of employment.
- 1.3 Whenever the male gender is used (i.e., he, him, his), the term shall apply equally to males and/or females.
- 1.4 Accruals, withholdings, benefits and deductions will be calculated on a 26 biweekly pay period basis, and if necessary, rounded up to the next hundredth decimal, after the payroll transition process has been completed.

ARTICLE 2 – RECOGNITION

- 2.1 The CITY recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all uniformed members beginning when assigned to a platoon, excluding the Fire Chief, Assistant Fire Chief, Fire Marshal, Community Risk Reduction Manager and Deputy Chiefs.
- 2.2 The initial probationary period is nine (9) months from date of hire for Probationary Firefighters. Appointments will be made after the successful completion of the probationary period. During a member’s probationary period, that member is in an “at-will” employee status and notwithstanding Article 24, may be discharged for any or no reason. Probationary members may not utilize the grievance procedure, in this AGREEMENT, for disciplinary or discharge actions by the CITY.

ARTICLE 3 – NON-DISCRIMINATION POLICY

- 3.1 The UNION agrees that this AGREEMENT is subject to the Anti-discrimination Policy of the CITY and that cooperation will be given to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of race, color, religion, sex, political belief, marital status, national origin, age, physical or mental ability, or other characteristic protected by law.

ARTICLE 4 – UNION MEMBERSHIP

- 4.1 No employees shall be required to become a member of the UNION as a condition of employment.
- 4.2 Each employee shall have the right to join, not join, maintain or resign his UNION membership. Membership in the UNION shall be separate, apart and distinct from the assumption by each employee of his equal obligation to support collective bargaining from which the employee receives benefits equal to those received by UNION members.
- 4.3 All employees covered by this AGREEMENT will have thirty-one (31) calendar days from the date of the signing of this AGREEMENT to exercise his option under the provisions of Paragraph 4.1 above. Probationary fire fighters who have completed the Recruit Training Academy or re-hired employees will have thirty-one (31) calendar days after the date of confirmation or re-employment in which to comply.
- 4.4 The UNION will defend the CITY against any lawsuit instituted by an employee within this collective bargaining unit against the CITY on account of the allegation of improper discharge.
- 4.5 It is specifically understood that should the CITY be sued it must immediately give the UNION written notice of said pending lawsuit so that the UNION will have adequate time to properly investigate and prepare a defense. Further, the CITY shall cooperate with the UNION in the defense of said lawsuit.
- 4.6 The UNION shall have the right to retain an attorney of its own choosing who shall be solely responsible for the handling of the case. If the CITY determines that it desires its own attorney to represent it in the defense, it shall do so at its own cost and expense. The UNION shall maintain the exclusive right to defend, settle, mitigate, litigate, or take whatever action it deems proper or necessary with respect to handling this issue in litigation.
- 4.7 The UNION will hold harmless the CITY from any and all claims, awards and damages arising out of said discharge if so adjudicated by a court of competent jurisdiction.
- 4.8 In the event an employee covered by this AGREEMENT is a member of and adheres to a bona fide religious sect, or division thereof, the established and traditional tenets or teachings of which oppose a requirement that a member of such sector division join or financially support any labor organization, then the provisions of Section 39-31-204, Montana Code Annotated, shall be applicable.

- 4.9 The CITY agrees to grant exclusive rights of agency shop and union dues deduction to the UNION and will deduct agency shop and union membership dues from the pay of those employees who individual request in writing that such deductions be made.

The amount to be deducted shall be certified to the employee by the UNION and the monthly aggregate deduction, together with a list of employees, will be remitted to the UNION's secretary-treasurer by the end of the following calendar month.

- 4.10 GFFR personnel that promote out of the Union into a GFFR Management position, may return to the position held at the time of promotion within the first 60 days. The vacancy created from this promotion will not be filled until the 60 day grace period has ended. Those that desire to return to the position that he held at the time of the promotion may return to the position that he held at the time he left the position under each of the following conditions. This only applies to members promoting out of the Union.

- A. A position must be available due to a retirement, promotion, disability, etc.
- B. No new positions, demotions, or layoffs will be created to accommodate a person coming back to his previous rank.
 - 1. The ability to request to come back to the UNION only applies to an individual that promoted out of the UNION to a GFFR Management position.
- C. Time in grade starts when he returns to the previous position.
- D. Previous time in the GFFR rank and Management position DOES NOT count for future promotions within the Department.
- E. The probationary period after returning to the previous position held shall be consistent with Department policy.

- 4.11 After one (1) year in a GFFR promoted position(s), individuals may return to a Senior Firefighter under each of the following conditions:

- A. A position must be available due to a retirement, promotion, disability, etc.

B. No demotions or layoffs will be created to accommodate a person coming back to a Senior Fire Fighter.

1. The ability to request to come back to the bargaining unit only applies to an individual that promoted out of the UNION to a GFFR Management position.

C. The returning employee WILL NOT return to the rank he/she previously held within the GFFR; to qualify for future positions:

1. The individual may test to be a driver/operator if his/her time on the Department meets the qualifications set forth in Senior Fire Fighter Promotional Policy.
2. The individual may test to be Engineer once he/she meets the Engineer requirements set forth in career advancement policy.
3. Previous time in the GFFR rank and management position DOES NOT count for future promotions within the Department.

D. The probationary period of any promotion achieved after returning to any position shall be consistent with Department policy.

- 4.12 Subject to Management's Rights under Article 6, GFFR personnel must petition the CITY to be able to return to the position that they held at the time of promotion.

ARTICLE 5 – UNION BUSINESS

- 5.1 It is understood the UNION shall have the right to use Business Agents, Shop Committees, or Stewards, as representatives, to address grievances as they arise or for any other matters which affect or may affect the relationship between the CITY and the UNION. The CITY agrees that local Business Agents for the UNION shall be given access, with permission granted by the CITY, to members of the UNION at the places of business of the CITY during hours of operations, for the purpose of ascertaining whether the terms of this AGREEMENT are being observed, and any other matters which affect or may affect, the relationship between the CITY and the UNION.
- 5.2 The UNION will notify the CITY in writing what representatives (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 hours, working conditions, wages, and the relationship between the CITY and the UNION.

- 5.3 When staffing levels are above minimum, the CITY will allow employees on the UNION'S negotiating team to participate in contract negotiations during their regularly scheduled shift. Employees assigned to a higher rank than Fire Fighter due to a member's participation in contract negotiations while on duty will not receive acting pay.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.1 In addition to State law, the CITY retains the full and unrestricted right to operate and manage all manpower, facilities, methods and equipment; to establish functions and programs, make and enforce all rules and regulations; to plan and set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct, assign, control and determine methods, means, and organization; to establish work schedules, assign overtime, discharge for cause and to perform any inherent managerial functions. The foregoing enumerations of the 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, except those provided to the employees by Montana State Collective Bargaining Act, MCA 39-31.

ARTICLE 7 – RULES AND REGULATIONS

- 7.1 The UNION agrees that its members shall comply in full with GFFR Administrative Regulations and Standard Operating Guidelines, including those related to conduct and work performance and the City of Great Falls Personnel Policy Manual.
- 7.2 The CITY encourages input from all CITY employees in order to improve its operations; therefore, members of the UNION (through their Executive Board) are invited to make suggestions for improvements including changes in proposed rules and regulations. Proposed rules and regulations will be provided for review prior to implementation.

ARTICLE 8 – UNION ACTIVITY

- 8.1 All proper UNION activities shall be protected. The parties recognize that the GFFR employees have and may exercise all rights guaranteed by the Constitution and laws of the State of Montana and the Constitution and laws of the United States of America.

ARTICLE 9 – BULLETIN BOARDS

- 9.1 The CITY shall approve placing of postings on electronic or bulletin boards located in the respective Fire Stations, for the UNION'S posting of notices

concerning UNION business and activities. The CITY will provide its notices to the UNION and members using electronic means.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.1 A grievance is defined as a dispute, or difference in interpretation between an employee, or the UNION, and the CITY involving wages, hours, or working conditions. No grievance shall be considered or processed unless it is submitted within twenty (20) business days (defined as Monday through Friday, excluding holidays) of first occurrence or first knowledge of the event leading to the grievance. Grievances or disputes which may arise, including the interpretation of the AGREEMENT, shall be settled in the following manner:

STEP 1: A. The immediate supervisor and/or Battalion Chief will investigate, attempt to resolve, and provide written decision regarding any grievances that arise on their platoon. A written decision from the immediate supervisor and/or Battalion Chief will be submitted to both the grievant and the Fire Chief within ten (10) business days from the Battalion Chief's receipt of the grievance.

B. The CITY shall present claims or grievances it receives in writing to the UNION.

STEP 2: A. If the employee is not satisfied with the immediate supervisor or Battalion Chief's decision, within ten (10) business days of the decision, he may reduce the grievance to writing and submit it 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; and
3. The remedy requested.

STEP 3: If in the UNION's opinion a grievance exists, the UNION (with or without the presence of the aggrieved employee) shall present the written grievance to the Fire Chief within ten (10) business days of the employee's grievance in STEP 2. The Fire Chief then has ten (10) business days to investigate and respond to the UNION in writing.

STEP 4: After the date of the Fire Chief's response, the UNION may request in writing a meeting to present the grievance to the City Manager. This meeting request must be made within five

(5) business days after the response from the Fire Chief. This meeting will be conducted within fifteen (15) business days of receipt of the request.

A. This meeting shall consist of the:

1. Fire Chief or his/her designee;
2. Grievant and UNION representative; and
3. City Manager or his/her designee.

The City Manager will render his decision within ten (10) business days after the meeting.

STEP 5: Within ten (10) business days after the City Manager's decision, in STEP 4, if the grievance has not been settled, it may be submitted to final and binding arbitration for adjustment as follows:

- A. The party grieving shall notify the other party and the Montana Board of Personnel Appeals that the grievance will be submitted to arbitration. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the Montana Board of Personnel Appeals. The charging party will strike from the list first. By mutual consent another process can be utilized.
- 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 thousand dollars (\$5,000) per grievance shall be subject to final and binding arbitration. Any monetary issue, as defined in the previous sentence, in excess of five thousand dollars (\$5,000) per grievance 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 an arbitrator's determination.
- D. 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, unless those terms and conditions are found to be contrary to applicable law. 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, and/or regulations having the force and effect of law.

- E. The expense 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 providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

STEP 6: If the CITY does not respond within the prescribed time limits, the grievance shall be settled in favor of the grievant. If the UNION misses a deadline, the grievance shall be denied.

- 10.2 Notwithstanding the above provisions related to deadlines, the UNION and the CITY may mutually agree in writing to extend the deadlines set forth in this AGREEMENT.
- 10.3 At any stage of the grievance process, the UNION, employee and/or the CITY may work to mutually settle or resolve the grievance.

ARTICLE 11 – WAGES

Employees shall be compensated according to Schedule A for employees working 2,190 hours per year or Schedule B for employees working 2,080 hours per year contained in Addendum 1.

ARTICLE 12 – SHIFT SCHEDULE

- 12.1 The Shift shall consist of one (1) 24-hour shift followed by 48 hours off and then an additional 24-hour shift followed by 96 hours off. Shift change will be at 0730 hours. One hour will be required during each shift for physical conditioning.

A. 24-48-24-96 Shift Schedule:

1. Assigned work, breaks, meals and alarm time will be set forth and defined below. If emergencies occur during meals, members will receive the remainder of the mealtime after the emergency is over.
 2. Assigned Work Time, Mondays through Sundays:
 - a. 0730 – 1900 – consisting of 11.5 hours of structured work time with two (2) fifteen-minute breaks, one (1) hour midday meal and one hour mandatory physical conditioning period.
 - b. 1900 – 0730 – consisting of 12.5 hours of alarm time.
 - c. Work duties as assigned by the officers of the Fire Department.
 3. Alarm Time Hours are defined as the time members must be at their assigned stations for fires, life/safety issues and other emergencies with all facilities for rest and rehabilitation at their disposal.
- B. Night Drills – Administration may request members to perform night training during Alarm Time, on an as needed basis, in order to maintain training requirements. These members will be “flexed” hour for hour Alarm Time for the hours worked within the same shift, when possible. Flexed time will be coordinated with the member, Captain and Battalion Chief and forwarded to the Assistant Fire Chief.
- C. Customer Service – Administration may request members to perform customer service during Alarm Time. These members will be “flexed” hour for hour Alarm Time for the hours worked within the same shift, when possible. Flexed time will be coordinated with the member, Captain and Battalion Chief and forwarded to the Assistant Fire Chief.
- D. Holidays and hours outside the designated work periods shall be Alarm Time.
- E. Deputy Fire Marshal(s) will be in the Public Employees Retirement System, and his work period(s) will consist of one of the following schedules selected by the Deputy Fire Marshal annually:
1. Four (4) ten (10)-hour days on a rotating basis: Mondays through Thursdays with four (4) days off, followed by Tuesdays through Fridays with two (2) days off, excluding holidays;
 2. Four (4) ten (10)-hour days, Mondays through Thursdays, excluding holidays; or
 3. Five (5) eight (8)-hour days, excluding holidays.
 4. Deputy Fire Marshals will receive overtime at one and one-half (1½) times the regular hourly rate of pay for hours worked in excess of 40 hours per work week;

5. If they are called in to investigate a fire after regular work hours they will be compensated at one and one-half (1 ½) times the regular hourly rate of pay.
6. Deputy Fire Marshal's hours worked, compensation and vacations will be provided according to the City of Great Falls Personnel Policy Manual.
7. The Deputy Fire Marshal's lunch period will not be paid or count towards hours worked in his work schedule.
8. To be eligible for a Deputy Fire Marshal position, the applicant must be a current active member of IAFF Local 8. If there are no internal applicants from IAFF Local 8, the CITY will advertise the position externally.

12.2 Temporary Voluntary Special Project Assignment:

Upon mutual agreement between CITY Management and the UNION member(s), the member may be assigned to day shifts using the same schedule as noted in 12.1(E) for the Deputy Fire Marshal. The member shall be paid in accordance to Schedule 1 Addendum B. The assignment would be for at least one full week as defined under 12.1(E) and no more than one (1) calendar month, at which time the member would be reassigned to the regular shift and duties. Examples of special projects are Recruit Training Instructor, implementation and training of technical skills from a specially trained instructor to all shifts, and any other projects that require fire fighter technical skills.

A member on Temporary Voluntary Special Project Assignment will report directly to the Administrator responsible for the project. During this period, the member may work trades, hire backs, and respond to call backs, as long as these work periods do not impede project progress. Extensions necessary to complete the Temporary Voluntary Special Project Assignment may be granted, if agreed, by the member and the Administrator.

- A. Employees on Temporary Volunteer Special Project Assignment required to work beyond a 40-hour workweek, the first two (2) additional hours will not be factored into overtime compensation, as compensation for the additional hours is already included in the employee's hourly pay rate. Once the Temporary Volunteer Special Project Assignment employee has worked more than a forty-two (42) hour workweek, he shall be compensated at the rate of one and one half (1 ½) times his regular hourly rate of pay for the hours actually worked.

- 12.3 Call Back: Employees required to return to work during their off-duty hours shall be compensated at a rate of one and one-half (1½) times their regular hourly rate of pay for the actual hours worked, with a minimum guarantee of two (2) hours, except for employees required to return to appear before any judicial body shall be paid for such time at one and one-half (1½) times the employee's regular hourly rate of pay for the actual hours worked, with a minimum guarantee of two (2) hours.
- 12.4 Employees who are required to hold over for more than fifteen (15) minutes after their regular shift ends shall be compensated for such time at one and one-half (1½) times their regular hourly rate of pay, computed to the nearest half (½) hour.
- 12.5 Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient firefighter personnel shall be available to provide a minimum of one (1) firefighter, one (1) engineer (or acting engineer) and one (1) officer per front line unit of response to maintain four (4) stations and one Battalion Chief/Shift Commander with a minimum of thirteen (13) personnel. If sufficient personnel are not available to meet these minimum staffing requirements, personnel shall be hired back in accordance with Article 12.6. Units shall not be placed out of service for reasons of insufficient personnel. Management reserves the right to assign any additional personnel as needed.
- 12.6 Employees may volunteer to work extra shifts, when offered by the CITY to fill staffing requirements, and will be compensated at one and one-half (1½) times the employee's regular hourly rate of pay.
- 12.7 Employees selected and approved to attend out of town/state training or on Fire Prevention schedule will be paid their regular hourly rate of pay for their regularly scheduled shifts during the period of training; e.g. if an employee attends the NFA.

Except as set forth in the above paragraph, employees will be paid on an hour for hour basis for the following:

- A. An employee agrees to attend an off-duty activity at the request of the CITY.
- B. An employee obtains prior approval from the CITY to attend an off-duty activity requested by the employee, and
- C. Activities shall include, but are not limited to, all classroom and field training sessions, and meetings.

The provisions of this section may be altered only by mutual agreement between the UNION and the CITY.

ARTICLE 13 – SICK LEAVE

- 13.1 Employees shall earn 3.93 hours of sick leave every pay period as per Article 1.4.
- 13.2 Employees may use earned and accumulated sick leave accruals for absences from duty without loss of pay due to any one or more of the following:
- A. Illness;
 - B. Injury;
 - C. Medical disability;
 - D. Parental-related disability including prenatal care, birth, miscarriage, abortion, and/or other medical care for either employee or child;
 - E. Quarantine resulting from exposure to contagious disease;
 - F. Medical, dental or eye examination or treatment;
 - G. Care of or attendance to immediate family member for any of the aforementioned;
 - H. Death in the immediate family; and
 - I. Other FMLA eligible reasons.
- 13.3 Employees must comply with the following two steps in order to be eligible for payment of sick leave pay:
- A. Report immediately to a Battalion Chief the reason for absence at least one (1) hour prior to shift change, and
 - B. If the absence is for more than one shift (24 working hours) in length, the employee must keep his Battalion Chief informed of his condition.
- 13.4 Illness or death in immediate family:
- A. Immediate family shall mean: spouse, children, mother, father, sisters, brothers, grandparents, grandchildren and immediate family of spouse. Administrative staff may approve annual or sick leave to attend the funeral of other relatives and friends. This approval will only occur when not requiring hire backs.
 - B. For illnesses other than the employee's which require the attendance of the employee, sick leave shall be limited to 24 working hours, unless the leave qualifies under FMLA.
 - C. Death in the immediate family: Forty (40) hour employees shall use no more than 40 working hours total for a death and/or funeral which

occurs in or out of state. Shift employees shall use no more than 48 working hours for a death and/or funeral which occurs in or out of state.

13.5 Miscellaneous Sick Leave Provisions:

- A. Parental leave may be charged against sick leave accruals.
- B. At the employee's option, sick leave in excess of earned sick leave accruals may be charged to earned and available annual leave.
- C. Illness that occurs during an employee's vacation shall be charged to sick leave, if requested and verified before the end of the next pay period.
- D. The Fire Chief or his designee may require appropriate verification and/or a medical provider's release for any absence which is charged to sick leave. If such verification is requested and not provided, the request for sick leave shall be disallowed.
- E. All other provisions pertaining to sick leave shall be in accordance with applicable Federal, State and local laws.
- F. When an employee has been injured, either on the job or off duty, a copy of the employee's job description must be given to the medical provider so he can make the determination as to whether or not the employee is able to return to work to perform all necessary duties.
- G. The CITY will reimburse the employee for the office co-pay incurred to obtain a Fit for Duty to Return to Work release when required by the CITY for each non-worker's compensation related illness or injury.

13.6 Sick Leave Donations: An employee who is ill and has exhausted his sick leave, vacation leave and compensatory time accruals, and requires additional time away from work, may make a request for donated leave through HR. Requests for donations must be approved by Management. Members may donate up to twenty-four (24) hours of sick leave to an employee on an individual basis. The maximum an employee can receive or donate is one hundred forty-four (144) hours in a calendar year.

13.7 Family and Medical Leave:

Family and Medical Leave shall be administered:

- A. As referenced in the City of Great Falls Personnel Policy Manual, and
- B. As referenced in FMLA laws, rules and regulations.

ARTICLE 14 – INJURY ON DUTY

- 14.1 Employees unable to work as a result of an injury/illness incurred through operational duties for the CITY while assigned firefighting, training, or equipment testing duties, shall be granted leaves of absence with pay. Employees must qualify for Workers' Compensation benefits to be eligible for such leave.
- 14.2 Such injury on duty leave shall extend for a maximum of one year as provided in 7-33-4133 MCA, unless it is determined sooner by competent medical authority, approved by the CITY, that the employee can return to work and perform any duties throughout the CITY for which the employee may be capable and qualified. At the discretion of the CITY, the injured employee may be required to submit to a medical examination, at any time, by a physician selected by the CITY.
- 14.3 During such injury on duty leave, the CITY shall pay the employee the amount over the Workers' Compensation insurance benefit he is eligible to receive, not to exceed his total regular wages for the period. Such injury on duty leave shall not be charged against the employee's sick or vacation leave accruals. The employee must apply for all benefits for which the employee is eligible as a result of public employment as soon as the employee is eligible.
- 14.4 An employee who is injured, and is medically able to do so, shall report any injury within eight (8) hours, followed by a written report within twenty-four (24) hours, to his supervisor, the Assistant Fire Chief or designee. All first aid or medical treatment, as may be necessary under the circumstances, should be taken by the employee. This clause is intended to be non-punitive.

ARTICLE 15 – LIGHT DUTY/ALTERATIVE DUTY ASSIGNMENT

- 15.1 Employees on Workers' Compensation wage loss benefits that have been released to Light Duty/Alternative Duty assignment must inform their supervisor and the Assistant Fire Chief or designee that he is able to report to work for light duty. If an employee fails to notify his immediate supervisor, the employee's workers' compensation benefits will be terminated and the employee may be subject to disciplinary action.
- 15.2 Employees on sick leave, other than injury on duty, who have been released to light duty, shall be assigned to light duty. The GFFR will endeavor to identify productive light duty assignments for these requests. Priority for light duty assignments will be given for work related illnesses or injury on duty. Job duties/assignments for light duty will be consistent between injury on duty and injury/sick off duty. If an employee chooses not to

return to light duty, he will be entitled to use available sick leave in accordance with Article 13.

- 15.3 The Light Duty/Alternative Duty Assignment shall be in accordance with the restrictions set forth by the employee's treating health care provider.
- 15.4 Employees will be assigned to Light Duty/Alternative Duty Assignment using Schedule 1 Addendum B.
- 15.5 Employees on Light Duty/Alternative Duty Assignment required to work beyond a 40-hour workweek, the first two (2) additional hours will not be factored into overtime compensation, as compensation for the additional hours is already included in the employee's regular hourly pay rate of pay. Once the Light Duty/Alternative Duty Assignment employee has worked more than a forty-two (42) hour workweek, he shall be compensated at the rate of one and one half (1½) times of his regular hourly rate of pay for the hours actually worked.

ARTICLE 16 – HOLIDAYS

- 16.1 Employees shall be granted the following holidays according to State law and other holidays, which may hereafter be declared a State holiday by the appropriate authority.

New Year's Day

Veterans Day

Martin Luther King Day

General Election Day

Presidents Day

Thanksgiving, 4th Thursday

Memorial Day

and Friday in November

Independence Day

Christmas Day

Labor Day

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

- 16.2 Holiday time shall be defined as compensatory time accrued by an employee for holidays at the rate of eight and one-half (8½) hours per holiday, except for the Deputy Fire Marshal.
- 16.3 Compensatory time usage:
 - A. An employee shall be granted usage of compensatory time in addition to his regular vacation schedule.

- B. The CITY shall allow a maximum of two (2) members at a time off due to compensatory time usage or vacation.
- C. Employees shall be granted usage of compensatory time at times when the manning of shifts is above minimum staffing levels, except for natural or man-made disasters, threats, or security emergencies, as determined by the Fire Chief or his designee, requiring call backs of additional personnel.
 - 1. When manning of shifts allows an employee to use compensatory time, an employee shall not be responsible to be available to return to work when compensatory time has been granted.
- D. Employees shall have the right, at their sole discretion, to elect to receive payment for up to one hundred sixty (160) hours per fiscal year of the accumulated compensatory time of the employee by requesting for payment of those hours in writing to the CITY.
 - 1. The CITY shall make payment of compensatory time payment requests at the next regular pay period.
 - 2. The maximum number of hours of compensatory time that can be accumulate shall be one hundred sixty (160) hours. Any additional compensatory time earned shall be paid in the pay period in which it is earned.
 - 3. For those employees whose current balance is above 160 hours, their current balance is the maximum amount that can be accrued. Any additional compensatory time earned shall be paid in the pay period it is earned. Once their balance falls below their current leave, no additional hours may be accumulated until their balance falls below 160 hours. At that point, 160 hours becomes their new maximum allowed to be accrued.

ARTICLE 17 – UNIFORM ALLOWANCE

- 17.1 All structural firefighting protective gear shall be provided by the CITY.
- 17.2 Base clothing allowance will be defined by the standard operating guidelines and is separately funded by the CITY. The employee must request reimbursement of approved costs by the CITY for up to a maximum of \$650 per fiscal year, use or lose.

ARTICLE 18 – SHIFT EXCHANGE/TRADE DAYS

- 18.1 It shall be the policy of the GFFR to authorize the trading of shifts or partial shifts. Shift trading shall be in compliance with department

Administrative Regulations and Standard Operating Guidelines. All requests shall be completed in writing and forwarded through the chain of command and approved at the shift commander's level.

- 18.2 Changes to shift exchange/trade day policies will be brought to and discussed by the Labor/Management Committee.

ARTICLE 19 – LEAVE OF ABSENCE

- 19.1 It is understood and agreed by the parties hereto that the CITY may grant leaves of absence to employees of up to six (6) months provided, however, that such employee shall not accrue any benefits, including, but not limited to, sick leave, vacation, and compensatory time during such approved leave of absence. Employees must self-pay health coverage premiums while on an approved leave of absence. No leave of absence shall be granted for an employee to accept outside employment. Employees may request a leave of absence for training and community involvement. Existing seniority rights will be frozen during the terms of such absence. Said leave is to be granted under the terms and conditions set by the Fire Chief and City manager.
- 19.2 If an eligible employee requests a leave of absence for one of the reasons identified in the Family and Medical Leave Act of 1993, the CITY will grant the request in compliance with the Act and Article 13.7.

ARTICLE 20 – WORKING OUT OF CLASSIFICATION

- 20.1 This Article applies to Senior FF's and Acting Battalion Chiefs.
- 20.2 Any member assigned the duties of a rank higher than his current rank for 24 hours shall be entitled to receive the higher pay of the acting position for actual hours worked. This does not apply to Shift Exchange/Trade Days under Article 18.
- 20.3 Senior Firefighters who have met all of the requirements to promote to Engineer and are assigned to the duty of driving GFFR vehicles responding to all emergencies shall be considered working above their pay-grade and shall be compensated accordingly.

ARTICLE 21 – PROMOTIONAL TESTING

- 21.1 The UNION shall have a qualified representative of their choosing to observe all phases of promotional exams. If the representative chosen is a member of the GFFR, he must be of a rank equal to or above the rank

being examined. The representative selected by the UNION shall not be compensated by the CITY.

- 21.2 The CITY will establish and maintain the GFFR promotional policy in cooperation with a six person Promotion Policy Committee consisting of six members, three (3) members appointed by the UNION, and three (3) members appointed by the Fire Chief. The Promotion Policy Committee will be consulted in establishing and revising all policies relating to promotional procedures. This Committee will deliberate and make decisions by consensus. This Committee shall meet at least on a quarterly basis each year.
- 21.3 The Promotion Policy Committee will be responsible for developing the methodologies and determining the type of promotional exam(s) and study materials for promotional testing. Management will develop the actual test content, based on the study material and type of exam(s).

ARTICLE 22 – VACATIONS

- 22.1 Vacation accumulation and usage will be in accordance with State law and department policy.
- 22.2 Straight departmental seniority (by platoon) shall prevail in selection of vacation times.
- 22.3 Vacation leave accruals for those employees working forty-two (42) hours per week shall be in accordance with the following schedule:

<u>Years of Employment</u>	<u>Accrued Hours/Pay Period</u>
1 day up to 10 years	4.90
10 years up to 15 years	5.82
15 years up to 20 years	6.79
20 years on	7.71

- 22.4 The annual vacation selection period shall begin no later than March 1st and conclude on March 31st. The selection period will be April 1st through March 31st for the following operational year.
- 22.5 The CITY shall allow a maximum of two (2) members off on vacation leave for all shifts selected by the members during the annual vacation selection period with the following exceptions:
- A. Employees are encouraged not to select vacation dates that fall on these designated training dates, unless absolutely necessary. However, one (1) vacation selection will be allowed during this period.

- B. Once the vacation selection period ends on March 31st, the Assistant Fire Chief will have first opportunity to select training dates during the period of January 1st through March 31st of the current vacation calendar year to accommodate training opportunities, including but not limited to, the National Fire Academy. No additional vacation will be granted for the dates selected by the Assistant Fire Chief during the period of January 1st through March 31st.
- 22.6 Scheduled vacation shifts relinquished by members shall be made available to members to reschedule.
 - A. Rescheduling will begin directly below the member relinquishing the vacation and be completed by straight seniority by platoon.
- 22.7 Shifts not selected during the annual vacation selection or by the Assistant Fire Chief may be allowed to be scheduled by any member on a first-come-first-serve basis.

ARTICLE 23 – PERSONNEL REDUCTION

- 23.1 In the case of a personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid off employees who retain seniority rights have been given an opportunity to return to work.
- 23.2 Seniority means the rights secured by non-temporary, full-time employees by length of continuous service with the GFFR. Seniority shall not be effective until a nine (9) month probationary period has been successfully completed, after which time seniority shall be retroactively calculated from the last date of hire.
- 23.3 Seniority shall be broken when an employee:
 - A. Voluntarily terminates,
 - B. Retires,
 - C. Is discharged, or
 - D. Fails to report to work after layoff within thirty (30) calendar days.

ARTICLE 24 – DISCHARGE

- 24.1 No employee shall be discharged except for justifiable cause.

ARTICLE 25 – JURISDICTIONAL DUTIES

- 25.1 UNION members shall not be required to perform any work that conflicts with the recognized jurisdiction of other unions that represent CITY employees.
- 25.2 No firefighters shall strike, recognize a picket line of any labor organization or otherwise refuse to work or slowdown the performance of his work while in the course of his regular and official duties.

ARTICLE 26 – MEDICAL INSURANCE

- 26.1 The Employer agrees to provide non-occupational health insurance coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

A CITY health insurance coverage contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the CITY's health insurance coverage plan on either a pre-tax or post-tax basis.

If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the CITY's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance coverage.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the CITY that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. 207e(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the CITY's health insurance coverage contribution in

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

The CITY Contribution amount included in base wages for retirement enhancement purposes shall be capped at the current Contribution rate of \$361.29 per biweekly paycheck for an annual amount of \$9,396 to be calculated according to the provisions of Article 1.4.

Health insurance premiums will be shared with the CITY paying 85 (eighty-five) percent of the premium and the Employee paying 15 (fifteen) percent of the premium.

- A. Effective 7/1/97, the CITY reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- B. The CITY shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

ARTICLE 27 – JURY DUTY

27.1 Employees will be excused from work under summons to serve as a juror or when subpoenaed to serve as a witness by the court system. Employees dismissed from jury duty prior to the end of a regular work shift are expected to either report to work or contact their supervisor for instructions. Employees choose one of these options concerning pay for court ordered service:

- A. Employees will only be allowed to keep expense and mileage allowance paid; employees may not keep the juror fee paid by the court. Forward all fees received as a result of the service to the Department Head who will forward it to Human Resources. The fees are then credited against the employee's regular compensation.

-OR-

- B. Charge court service against annual leave and keep the juror fee and any expense or mileage allowance paid to the employee by the court. Employees will be paid their normal paycheck and will be charged

annual leave. Employees will keep all payments received from such service.

ARTICLE 28 – HEALTH/SAFETY

- 28.1 The CITY and UNION agree to jointly promote safe and healthy working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. To this end, the CITY shall appoint a Fire Safety Advisory Committee, consisting of not more than six (6) members, three (3) of which shall be appointed by the UNION.
- 28.2 The Fire Safety Advisory Committee shall be responsible for advising the Fire Chief, City Manager, and City Safety Committee of reasonable safety rules and regulations involving the GFFR.
- 28.3 The Fire Safety Advisory Committee may investigate matters relating to safety, including Employee and Supervisor Loss Control Reports, and a file a written report to the Fire Chief, City Manager, the CITY's Safety Review Committee, and the UNION. The report shall be the basis for recommending preventative measures.
- 28.4 The Fire Safety Advisory Committee may recommend changes or additions to improve protective clothing and equipment.
- 28.5 The Fire Safety Advisory Committee shall keep minutes of all Committee meetings and a written report shall be prepared for review of the next Committee meeting, with a copy submitted to the Fire Chief.
- 28.6 The sole forum for considering and resolving matters relating to this Article shall be through the Fire Safety Advisory Committee and the Safety Review Committee. This Committee shall meet at least on a quarterly basis each year.

ARTICLE 29 – SAVINGS CLAUSE

- 29.1 If any provision of this AGREEMENT or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.
- 29.2 If any Article or Section of this AGREEMENT or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any court or other tribunal of competent jurisdiction, the remainder of the AGREEMENT and the addendum thereto

shall not be affected thereby, and the parties to this AGREEMENT shall thereafter enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory substitute for such Article or Section.

- 29.3 Regarding the application of the Fair Labor Standards Act (FLSA), parties will be bound by applicable current federal regulations, Volume 29, C.F.R., parts 500 to 599 until revoked. Should such regulations be revoked, then and upon such revocation, those terms and conditions of the AGREEMENT affected thereby and restricted thereto, shall be renegotiated to comply with the FLSA and/or new regulations issued by the Labor Department.

ARTICLE 30 – SUPPLEMENTAL AGREEMENT

- 30.1 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. This clause shall not be construed to limit, impair or act as a waiver of the UNION's or CITY's right to bargain collectively on changes contemplated or effected by the CITY which may affect the basic terms and conditions herein set forth.
- 30.2 The CITY and UNION acknowledge that during the negotiations which resulted in this AGREEMENT, each had unlimited right and opportunity to make demands and proposals with respect to subject or matters not removed by law from the area of collective bargaining regarding the employees covered by this AGREEMENT.

ARTICLE 31 – MEAL ALLOWANCE

- 31.1 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 meal, or monetary amount as set forth below, by the CITY and given a reasonable amount of time to eat.
- 31.2 Monetary amounts will be as follows, if a meal is not provided by the CITY:

Morning meal limited to \$ 7.00
 Noon meal limited to \$ 7.00
 Evening meal limited to \$14.00

ARTICLE 32 – DATA ACCESS

- 32.1 Employer recognizes the necessity for the UNION to have possession of information to maintain the current AGREEMENT and prepare for

negotiations. Upon request of UNION, employer agrees to furnish all public information and data requested.

ARTICLE 33 – LABOR MANAGEMENT COMMITTEE

- 33.1 To enhance communications between Labor and Management there shall be a Labor Management Committee consisting of no less than four (4) UNION representatives and four (4) CITY representatives. The Committee shall meet at least quarterly.

ARTICLE 34 – LINE OF DUTY DEATH BENEFIT

- 34.1 If an employee is “killed in the line of duty,” the CITY agrees to pay the health insurance premium for dependents who are on the plan at the time of his death for twenty-four (24) months.
- 34.2 If an employee is “killed in the line of duty,” funeral-related costs will be covered by the CITY, up to \$15,000.

The determination as to whether or not an employee was “killed in the line of duty” will be made by the CITY’s Workers’ Compensation carrier.

ARTICLE 35 – RESIDENCY

- 35.1 As a condition of employment, all firefighters hired after September 21, 1999, shall be required to maintain their primary residence within a maximum of thirty (30) minutes of travel to the closest Great Falls Fire Station. The Fire Chief or his designee will determine residency compliance utilizing Google map internet mapping software. In the event this software program becomes obsolete, Management reserves the right to utilize alternate mapping software of its choice after conferring with the UNION. New employees shall be required to comply with residency requirement within one hundred and eighty (180) days of employment with the City of Great Falls.

ARTICLE 36 – WELLNESS-FITNESS PROGRAM

- 36.1 All members of the UNION shall be required to undergo an annual mandatory medical evaluation through the GFFR physician selected by the Wellness-Fitness Committee and participate in an annual in-house peer fitness assessment. The Wellness-Fitness Committee shall include equal representation by Management and UNION.

- a. The medical evaluation shall meet or exceed the requirements of NFPA 1582 Standard on Medical Requirements for Firefighters and GFFR medical providers.
 - b. The assessments shall be determined by the Committee.
- 36.2 Members shall receive all tests and exams through the GFFR physician as identified and indicated in the medical services agreement with the GFFR medical provider as approved by the Committee.
 - A. **Exception:** If a member has received the same test or exam from a physician other than the GFFR physician within 12 months of their scheduled Wellness–Fitness medical evaluation, that member may provide those results to the GFFR medical provider prior to their scheduled Wellness–Fitness medical evaluation and be exempted from duplicating that particular test or exam for that year.
- 36.3 Only the following records will be provided to the GFFR from the GFFR medical provider and will be forwarded to Human Resources for safekeeping in the employee’s medical file:
 - A. Surveillance/Respirator Fitness for duty form
 - B. Hepatitis B titer results (if applicable)
 - C. Work clearance/fit for duty
 - D. Audiology
- 36.4 Other results and medical records will be retained by the GFFR medical provider and will not be released to the GFFR or the CITY without written permission from the member or the member’s estate, or as required by law or court order.
- 36.5 In the event the GFFR physician determines that a member is “not fit for duty,” the member may seek an opinion from a qualified physician of his choice, and at his own cost.
- 36.6 Four (4) Peer Fitness Trainers will be selected by the Committee. The Peer Fitness Trainers shall be responsible for conducting annual fitness assessments and consultations for all UNION members as assigned by the Committee.
- 36.7 The costs of the Wellness–Fitness Program medical evaluation and optional follow-up consultation shall be paid by the CITY.
 - A. The cost of any tests, exams, and procedures conducted by a

medical provider other than the GFFR physician or any additional tests, exams or procedures not contained in the medical service agreement and recommended by the GFFR physician or elected by the member will not be paid by the CITY through the Wellness-Fitness Program, but may be submitted to the CITY's health benefit plan if applicable. The CITY makes no representation as to whether the health benefit plan will cover these additional costs.

- 36.8 Employees will be compensated at their regular hourly rate of pay for the time spent undergoing testing under this section.

ARTICLE 37 – TERM OF AGREEMENT

- 37.1 This AGREEMENT shall be effective as of July 1, 2021 and shall remain in full force and effect through June 30, 2023. This AGREEMENT shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.
- 37.2 If either party wishes to open any part of this AGREEMENT, written notice must be mailed prior to sixty (60) days of the expiration date of this contract. Failure to give sixty (60) days with notice of intent to open, this AGREEMENT will then remain in force for one (1) year from expiration date.

ARTICLE 38 – LONGEVITY

- 38.1 \$7.16 every pay period as per Article 1.4, per year of service. Applicable longevity pay will be added to the Firefighter base pay and is included in the calculation of the regular hourly rate of pay.

ARTICLE 39 – MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

- 39.1 The CITY shall make monthly contributions in the amount of \$100 per employee through a pre-tax wage deduction for each employee to the Washington State Council of Fire Fighters (WSFF) Employee Benefit Trust. The pre-tax wage deduction amount for each participating employee will be \$50 and will be deducted from the employee's first and second paycheck of each month.
1. This Trust shall remain separate and apart from any Employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.
 2. The Employer shall be obligated to make payment of contributions in the amount provided above as set forth by WSCFF Employee Benefit Trust each payroll for that payroll's contributions.
 3. The Internal Revenue Service codes require all eligible employees to

participate; there is no individual election to continue contributions. The UNION and the employees agree to hold the employer harmless and indemnify the employer from any and all liability, claims, demands, lawsuits, attorneys' fees, costs and/or losses, damage or injury to persons or property, of whatsoever kind arising from and in any way related to the implementation and administration of the MERP, including but not limited to penalties, fines and other assessments incurred by the Employer as a result of the Employer's activities under this MERP section. The UNION and the employees shall be one hundred percent (100%) liable for any and all liabilities that arise out of the MERP. The UNION and the employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP. Under no circumstances, whatsoever, will the employer be liable for direct payment of any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

EXECUTED at Great Falls, Montana, _____, 2021.

CITY OF GREAT FALLS, MONTANA

ATTEST:

Lisa Kunz, City Clerk

Greg Doyon, City Manager

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

LOCAL #8, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIOCLC

ATTEST:

Jay Jarrett, President

Bruce Perry, Vice President

Bryan Painter, Secretary/Treasurer

ADDENDUM 1

Employees shall be paid according to the following regular hourly Fire Fighter's base pay schedule. The regular hourly rate of pay is based on 2,190 hours for twenty-four (24) hour shift employees and 2,080 hours for day shift employees.

Schedule A

2,190 Hours for 24-hour shift employees

Rank	Rank % X's FF	# in Rank	2021-2022 3.5% COLA	2022-2023 3.25% COLA
Probationary Firefighter	0.95		\$24.19	\$24.97
Firefighter			\$25.46	\$26.29
Firefighter 1	1.05		\$26.73	\$27.60
Firefighter 2	1.10		\$28.01	\$28.92
Senior Firefighter*	1.15		\$29.28	\$30.23
Engineer**	1.20	16	\$30.55	\$31.55
Lieutenant	1.27	8	\$32.34	\$33.39
Captain	1.34	16	\$34.12	\$35.23
Battalion Chief	1.53	4	\$38.96	\$40.22

Schedule B

2,080 Hours for day shift employees

Rank	Rank % X's FF	# in Rank	2021-2021 3.5% COLA	2022-2023 3.25% COLA
Probationary Firefighter	0.95		\$25.40	\$26.22
Firefighter			\$26.73	\$27.60
Firefighter 1	1.05		\$28.08	\$28.99
Firefighter 2	1.10		\$29.41	\$30.37
Senior Firefighter*	1.15		\$30.75	\$31.75
Engineer**	1.20	16	\$32.09	\$33.13
Lieutenant	1.27	8	\$33.96	\$35.06
Captain	1.34	16	\$35.83	\$37.00
Battalion Chief	1.53	4	\$40.91	\$42.24
Deputy Fire Marshal f/n/a Captain		3	\$24.89	\$25.70
Inspector and Fire Inspector***		Step 1	\$25.39	\$26.21
		Step 2	\$25.89	\$26.73

*All Current Fire Fighter First Class hired after March 2014 will be considered Senior Fire Fighters (5 members).

**All members that are currently Fire Fighter First Class that were hired before March 2014 will still promote to the rank of Engineer as per previous rank structure (6 members).

It is agreed that after six months of employment, employees will receive 100 percent of the base salary of a fire fighter. Employees will not receive an additional increase in base wages upon the successful completion of their probationary period.

*Beginning 7/1/08, EMT – Basic Certification of 2 percent was added to the Firefighter regular hourly rate of pay.

The UNION agrees to accept reduced wages in exchange for the CITY to agree to pay one and one-half (1½) time overtime for Hire Back referred to in Article 12.9.

***Collective bargaining in 2021 retitled the Captain Fire Inspector and Fire Inspector positions to Deputy Fire Marshal positions which are held by civilian employees participating in the PERS retirement system.

CERTIFICATION PAY:

As of July 1, 2019, all certifications must be received from an established program through recognized National or Industry standards. Applicable certification pay will be added to the Firefighter Base pay, as calculated in Article 1.4, and is included in the regular hourly rate.

Paramedic certification pay:

1. Firefighter Base X's 4.5 percent
Criteria: 1st increase effective upon the Department Administration receiving proof of Paramedic certification.
2. Firefighter Base X's 7 percent
Criteria: Additional 2.5% effective upon the Department Administration receiving proof of successfully completing proctoring requirements (Practicing Paramedic)

The number of Paramedics: maximum of 24, increasing at management's discretion.

Technical Rescue certification pay:

1. Firefighter Base X's 1.5 percent

Criteria: Personnel must be an active member of the GFFR
Technical Team.

Number of team members will be limited to twenty (20).

Hazardous Materials certification pay:

1. Firefighter Base X's 1.5 percent

Criteria: Personnel must be a certified HazMat Technician.
Must be an active/practicing member of the GFFR
Hazmat Team.

Number of team members will be limited to sixteen (16).

Fire Investigator certification pay:

1. Firefighter Base X's 1.5 percent

Criteria: Personnel must be a practicing investigator of GFFR.
Number of Fire Investigators will be limited to twelve
(12).

Special Services certification pay:

1. Firefighter Base X's 1.5 percent

Criteria: Personnel providing special services to GFFR
Small gas engines, SCBA, Ladder Testing, Extinguishers,
Hose/Nozzles
Number of paid positions for each service will be limited
to one (1).

Personal Protective Equipment certification pay:

Number of paid positions will be limited to two (2).

Communications Director certification pay:

Number of paid positions will be limited to one (1).

The maximum number of certifications by an employee is three,
including a paramedic certification.

Engineer requires five (5) years in rank as a Firefighter First Class. As of
April 1, 2022, this classification will no longer be in effect.



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Labor Agreement between City of Great Falls and Plumbers and Pipefitters Local No. 41

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the Plumbers and Pipefitters Local No. 41.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Plumbers and Pipefitters Local No. 41.”

2. Mayor calls for a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the Plumbers and Pipefitters Local No. 41, which consists of five employees across three departments – Park and Recreation, Planning and Community Development, and Public Works.

Summary:

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable policies throughout the agreement.

Representing the City:

Gaye McInerney, HR Director
Charles Anderson, Deputy City Manager
Sara Sexe, City Attorney
Melissa Kinzler, Finance Director

Representing the Plumbers & Pipefitters
Local No. 41:

Brandon Shaw, Business Rep.
Shawn Holm, Public Works, Water Plant
Robert Skiba, P & CD
Tyler Anderson, P & CD
Zach Reeves, Park & Recreation
John Kline, Public Works, Utilities

Changes from the previous Agreement include, but are not limited to:

Article 6: Management Rights: Added the sentence: The CITY, therefore, retains all rights not otherwise specifically covered by this AGREEMENT.

Article 7: Employee Grievance/Rights: Added item 7.3 which states: At any stage of the grievance process, the UNION, employee and/or the CITY may attempt to mutually settle or resolve the grievance.

Article 13: Holidays: Added the sentence to 13.5: An employee shall not be eligible to receive holiday benefits if the employee begins work the day after a holiday is observed or is terminated the day before a holiday is observed.

Article 17: Jury Duty: Removed Article 17 and will follow Personnel Policy Manual for Jury Duty for consistent application of benefits.

Article 22: Longevity: Changed the last paragraph to read: Earned longevity pay will be paid to eligible employees in a lump sum payment and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months.

Article 26: Duration: Contract length is two years from July 1, 2021 through June 30, 2023.

Schedule A (Wages): Effective July 1, 2021, the City will contribute \$4.00 per hour to the Plumbers and Pipefitters National Pension Fund for each hour a Plumbing Inspector, Maintenance Plumber or Master of Record receives pay. This represents a \$1.00 per hour reduction in contributions. The \$1.00 per hour will be added to the regular hourly rate of pay under Schedule A. Additionally, negotiated wages reflect a 3.5 percent COLA increase for each year of the two-year contract.

Schedule B: The City changed health insurance vendors from MMIA to BCBS-MT and bargained a new cost sharing percentage for health insurance premiums of Employer 85 percent and Employee 15 percent. These changes were made in response to the Commission's direction in 2019 to bid for new vendors and to bargain a new cost sharing split to address the unsustainability of the rising costs of health insurance.

Fiscal Impact:

The financial impact of a 3.5 percent COLA increase in FY22 and a 3.5 percent COLA increase in FY23 is approximately \$33,513.

Alternatives:

The City Commission may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue collective bargaining process.

Concurrences:

The Plumbers and Pipefitters Local No.41 members voted unanimously to ratify the contract language in May 2021.

Attachments/Exhibits:

Proposed Labor Agreement

AGREEMENT

BETWEEN

CITY OF GREAT FALLS

AND

PLUMBERS AND PIPEFITTERS LOCAL NO. 41

July 1, 2021 – June 30, 2023

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THIS AGREEMENT made and entered into as of the ____ day of _____, 2021, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the PLUMBERS AND PIPEFITTERS LOCAL NO. 41, hereinafter referred to as the "UNION", who have mutually agreed as follows:

ARTICLE 1

RECOGNITION AND PURPOSE:

The CITY recognizes the respective UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of the Agreement, for the purpose of collective bargaining in respect to rates of pay wages, hours of employment and all other working conditions of employment. The CITY recognizes that the employees covered by this Agreement are maintenance, service, and new work employees, including assigned meter installation. The present recognized jurisdiction of the UNION shall be maintained during the term of this Agreement.

ARTICLE 2

SUCCESSORS:

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

ARTICLE 3

DEFINITIONS:

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this AGREEMENT, but excluding supervisory employees and Management employees as defined by Montana Law.
- B. "Regular employee" means a non-temporary employee who has satisfied any applicable probation period and is assigned to a position designated as regular in the CITY's annual budget.
- C. "Temporary employee" means an employee hired for specific periods of time in excess of ninety non-consecutive days, but not exceeding twelve months. Temporary employees may qualify for some benefits, such as accrual of sick leave.
- D. "Full-time employee" means an employee who normally works forty (40) hours a week.
- E. Base Pay defined as: Employee's regular hourly pay rate in that category to which an employee is ordinarily assigned, exclusive of longevity or any other special allowances.
- F. Work Week is defined as Sunday 12:00 a.m. through Saturday 11:59 p.m.

ARTICLE 4

UNION SECURITY:

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

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

- 4.2 The CITY agrees to deduct the UNION monthly dues and initiation fees from each employee's wages upon written authorization of the employee. The deductions shall be made once each month, and the total of such deductions made payable to the UNION by the end of each calendar month.
- 4.3 It is understood the UNION shall have the right to use Business Agents, Shop Committees, or Stewards to address 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 Business Agent does not disrupt the normal CITY operations, except for unsafe conditions.
- 4.4 The UNION will notify the CITY in writing what representative (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the AGREEMENT, or in any other matters which affect the relationship between the CITY and the UNION.
- 4.5 The UNION agrees to indemnify, defend, and to hold the CITY harmless against any and all claims, demands, suits, costs or fees which may be sought or incurred by the CITY as a result of any action taken by the CITY under the provisions of Article 4.

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

ARTICLE 5

STRIKES AND LOCKOUTS:

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

ARTICLE 6

MANAGEMENT RIGHTS:

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

- A. direct employees;
- B. hire, promote, transfer, assign, and retain employees;
- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- D. maintain the efficiency of CITY operations;
- E. determine the methods, means, job classifications, and personnel by which the

- CITY operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
- G. establish the methods and processes by which work is performed, including the utilization of advancements of technology.

The foregoing enumeration of the CITY Management's rights shall not be deemed to exclude other functions not specifically covered by this AGREEMENT. The CITY, therefore, retains all rights not otherwise specifically covered by this AGREEMENT.

ARTICLE 7

EMPLOYEE RIGHTS/GRIEVANCE:

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

Step 1:

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

Step 2:

- A. If the employee is not satisfied with the Division Supervisor's decision, he/she may reduce the grievance to writing and submit to the UNION for submission to the Department Head or HR 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; and
 - 3. The remedy requested.
- B. No grievance shall be considered or processed unless it is submitted to CITY Management within ten (10) working days of the first knowledge and no later than ten (10) working days of first occurrence.

Step 3:

If within ten (10) working days after submission to the Department Head or HR, the grievance has not been resolved, it may be submitted to the City Manager or designee.

Step 4:

The City Manager shall render a decision within fifteen (15) working days after receipt of the grievance.

- 7.2 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a presented grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the CITY's or the UNION's last answer. If the CITY or the UNION does not answer a grievance or an appeal thereof within the

specified time limits, the UNION or the CITY may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the CITY and the UNION.

- 7.3 At any stage of the grievance process, the UNION, employee and/or the CITY may attempt to mutually settle or resolve the grievance.

ARTICLE 8

WAGES AND PAY PERIODS:

Attached hereto and made a part hereof as Schedule A is a list of the agreed wage schedule, classifications, and rates of jobs of employees covered by and for the duration of this AGREEMENT. Exclusive of unforeseen emergencies, all employees covered by this AGREEMENT shall be paid biweekly in accordance with Section 10.1 of the City of Great Falls Employee Personnel Policy Manual.

ARTICLE 9

HOURS OF WORK AND OVERTIME:

- 9.1 Subject to the special work schedules or temporary assignments of no longer than two (2) weeks set forth herein, the normal work schedule shall consist of five (5) days of eight (8) continuous hours each, except for a normal lunch period. Otherwise any schedule other than Monday through Friday will be agreed upon with employees, and the UNION will be notified.
- 9.2 One and one-half (1½) times the regular hourly rate of pay will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in any one week. In no case shall overtime pay be paid twice for the same hours worked.
- 9.3 The CITY agrees that each regular 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, the CITY agrees that each regular full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified herein. The CITY and the UNION will discuss the maximum number of hours in the work week prior to any reduction of hours on the part of the CITY. Holidays shall be counted as days worked in computing the initial forty (40) hours for overtime purposes. Sick and vacation time is not counted in computing the initial forty (40) hour work week for overtime purposes. Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this AGREEMENT.

ARTICLE 10

CALL BACK:

- 10.1 An employee called in for work, by phone, text message, or otherwise, at a time other than his (her) normal scheduled shift (off duty) will be compensated as follows:

DAY	TIME	MINIMUM COMPENSATION	PAY RATE
Monday through Friday	6:00 a.m. – 8:00 a.m. 4:30 p.m. - 11:00 p.m.	2 Hours	One and one-half (1½) times the regular hourly rate of pay
Monday through Friday	11:01 p.m. – 5:59 a.m.	4 Hours	One and one-half (1½) times the regular hourly rate of pay
Saturday through Sunday	6:00 a.m. – 4:30 p.m.	2 Hours	One and one-half (1½) times the regular hourly rate of pay

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

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

ARTICLE 11

SENIORITY:

- 11.1 Seniority means the rights secured by regular full-time employees by length of continuous service with the CITY. Seniority shall not be effective until a six (6) month probationary period has been successfully completed, after which seniority shall date back to the date of last hiring. Seniority rights shall apply to layoffs, scheduling of vacations, and transfers; that is, the last employee hired shall be the first laid off.
- A. Seniority shall be broken when an employee:
1. terminates voluntarily or retires;
 2. is discharged;
 3. is absent for one (1) working day without properly notifying the Employer, or
 4. fails to report for work after layoff within three (3) working days after being notified by mail at his/her last known address provided by the employee to the CITY.

- B. No new regular employees will be hired until all laid off employees who have seniority in that classification who are qualified to fill the open job have been given the opportunity to return to work. Any recall rights under this AGREEMENT are only applicable for twelve months from layoff, or for the remaining term of this AGREEMENT, whichever is less.

ARTICLE 12

PROBATIONARY PERIODS:

- 12.1 All newly hired or rehired employees will satisfactorily serve a six (6) month probationary period upon initial placement in a position.
- 12.2 All employees will satisfactorily serve a six (6) month probationary period in any dissimilar job in which the employee has not served a probationary period.
- 12.3 At any time during a probationary period, a newly hired or rehired (after twelve (12) months absence) employee may be terminated at the sole discretion of the CITY.

ARTICLE 13

HOLIDAYS:

- 13.1 Full-time employees shall be granted the following paid holidays each calendar year:
 - A. New Year's Day, January 1st
 - 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 4th
 - F. Labor Day, first Monday in September
 - G. Veterans Day, November 11th
 - H. Thanksgiving, fourth Thursday and Friday in November
 - I. Christmas, December 25th
 - J. Every year in which a general election is held throughout the State (General Election Day)
- 13.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in Mont. Code Ann. §2-18-603, shall be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of pay at the regular rate of pay.
- 13.3 If the employee is required to work on the designated holiday and is not given a day off in lieu of the holiday, he/she will be paid at one and one-half (1½) times the regular hourly rate of pay plus holiday pay.

- 13.4 If the employee is required to work on the designated holiday and is given a day off in lieu of the holiday, the employee will receive pay at the regular hourly rate of pay for every hour worked on the holiday.
- 13.5 An employee must be in a pay status either the last regularly scheduled working day before or the first regularly scheduled working day after a holiday is observed to be eligible to receive holiday benefits. An employee shall not be eligible to receive holiday benefits if the employee begins work the day after a holiday is observed or is terminated the day before a holiday is observed.

ARTICLE 14

VACATION (ANNUAL LEAVE):

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/her base pay. Vacation time shall be granted at the time requested insofar as possible, subject to the operational needs of the division or department. Vacations shall be posted and the most senior employee shall have the first choice as to his/her vacation time; also he/she shall be given a choice of a split vacation during first choice if he/she so desires.

Vacation postings will apply to January 1st through December 31st of each year. If an employee desires to take his/her vacation other than the period requested, he/she must contact his/her immediate supervisor and arrange for same. All vacations are to be based on each employee's anniversary date of hire.

All vacation requests will be posted between requests shall be received for two months, as designated by division. Any protest over vacation dates must be submitted, in writing, to the division head before January 1st 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, which shall not exceed ten working days. With the approval of the division head, employees may split their first choice 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 during first and second choices. Seniority shall apply on the vacation selections for first and second choices.

ARTICLE 15

SICK LEAVE:

- 15.1 Sick leave shall be earned and accumulated as provided in the Montana Codes Annotated.
- 15.2 Employees may take sick leave for the following reasons:

1. Personal illness, including doctor and dentist appointments. Employees are requested to give 24 hours prior notice of medical provider and dentist appointments, except in case of emergencies, or unforeseen circumstances.
 2. When urgently needed to care for an employee's spouse, children, mother, father, or any other member of the household who is ill; this may not exceed one hundred and twenty (120) hours at any one time, unless the leave qualifies under FMLA.
 3. When there is a death in the immediate family, no more than five (5) days sick leave may be granted, unless the leave qualifies under FMLA.
 4. The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents, grandchildren, corresponding in-laws, and other member of employee's household.
- 15.3 The Employer may require appropriate verification and or medical provider's release for any absence which is charged to sick leave. If such verification is requested and not provided, the request for sick leave shall be disallowed, and the employee may be subject to discipline, under the current City Personnel Policy Manual.
- 15.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay:
1. Report the reason for absence at least thirty (30) minutes prior to shift to his/her supervisor.
 2. If the absence is for more than one (1) day in length, the employee must keep his/her division head informed of his/her condition, when physically possible.
- 15.5 Employees who receive workers' compensation benefits after using sick leave accruals for the same absence, shall provide the City with documentation of the workers' compensation benefits received. The employee may then request a corresponding credit to the employee's sick leave accrual bank.
- 15.6 Death Benefits: All personnel shall receive Public Employees Retirement System death benefits.
- 15.7 Sick Leave Donations: Sick leave utilized must not exceed the amount accrued by the employee. Sick Leave donations are not available to employees in a probationary period. If an employee is ill and has exhausted his/her sick leave accruals, 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 requires more time away from work, members of the UNION may donate one (1) day of sick leave to any CITY employee on an individual basis. Requests for donations by an employee must be approved by Management and are requested and coordinated by Human Resources. The maximum amount an employee can receive or donate is fifteen (15) days in a calendar year.

ARTICLE 16

REST BREAK:

For all employees covered under the terms of this AGREEMENT, 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 a shift. If a fifteen (15) minute break is not feasible, such break may be taken by mutual agreement between the employee and the immediate supervisor of each department or division.

ARTICLE 17

LEAVE OF ABSENCE:

Employees may submit a request to HR for approval/disapproval 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 18

LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENT:

Employees receiving workers' compensation wage loss benefits that have been released to light duty/temporary alternative duty assignment must inform their immediate supervisor or division head by 5:00 PM on the next work day after being released to work for light duty. Failing to notify the immediate supervisor or division head may subject the employee to suspension of workers' compensation wage loss benefits under the workers' compensation laws of Montana, and the employee may be subject to disciplinary action.

The light duty/temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating medical provider. The employee will be required to perform work throughout the CITY for which the employee may be capable and qualified.

At any time and at the discretion of the CITY, the injured employee may be required to submit to a medical examination by a medical provider selected by the CITY at the CITY's expense.

ARTICLE 19

TEMPORARY ASSIGNMENTS:

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

ARTICLE 20

MEAL:

In the event an employee is required to work more than two (2) hours overtime following a regular shift, and for each additional five (5) hours of overtime, he/she shall be reimbursed \$12.00 for a meal by the CITY and be given a reasonable amount of time to eat. The employee will not be paid for any time utilized to eat. Reimbursements will be included in the employee's biweekly payroll check.

ARTICLE 21

LONGEVITY:

For purposes of longevity only, time shall be computed from the employee's date of hire as a regular employee. The following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated.

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</u>
After 10 years through the end of the 15th year	\$ 20.00 per month
After 15 years through the end of the 20th year	\$ 40.00 per month
After 20 years through the end of the 25th year	\$ 60.00 per month
After 25 years through the end of the 30th year	\$ 80.00 per month
After 30 years	\$100.00 per month

Earned longevity pay will be paid to eligible employees in a lump sum payment and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months.

ARTICLE 22

NON-DISCRIMINATION POLICY:

The UNION and the CITY agree to cooperate in a non-discrimination 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, public assistance status, or any other status protected by Federal or State law.

ARTICLE 23

WAIVER AND AMENDMENT CLAUSE:

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

collective bargaining which resulted in the consummation of this AGREEMENT, unless mutually agreed by both parties.

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

ARTICLE 24

SAVINGS CLAUSE:

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

ARTICLE 25

DURATION:

This AGREEMENT shall continue in full force and effect from July 1, 2021 through June 30, 2023. Thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month effective period either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision(s) of this AGREEMENT. In this event, the parties shall attempt to reach an agreement with respect to the proposed change(s) at least forty-five (45) days prior to the expiration date of the AGREEMENT.

In the event the parties do not reach a written agreement by the expiration date of or in the particular year as provided herein, then this AGREEMENT shall in all respect be deemed void and terminated. The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

SCHEDULE A

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

The following changes and additions are hereby made a part of the AGREEMENT effective _____, 2021, between the City of Great Falls, Montana, and the Plumbers and PipeFitters Local No. 41, as fully set forth therein.

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

Title	2021 New Hire	2021 Six Months	2022 New Hire	2022 Six Months
Maintenance Plumbers	\$27.80	\$28.49	\$28.91	\$29.63
Plumbing Inspectors 2	\$27.80	\$28.49	\$28.91	\$29.63
Master of Record	\$28.80	\$29.49	\$29.91	\$30.63
Apprentice Rate: (Percentage of the Journeyman rate)				
1st year -- 55%		\$15.67		\$16.29
2nd year -- 65%		\$18.52		\$19.26
3rd year -- 75%		\$21.37		\$22.22
4th year -- 85%		\$24.22		\$25.18
5th year -- 95%		\$27.07		\$28.15

The hourly amount used to calculate the 2021 wage increase includes the Plumbers and Pipefitters National Pension Fund contributions as described in Schedule B 2(A).

I

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

II

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

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

The Master Plumber is responsible for assuring that all work performed by CITY plumbers is in compliance with State and CITY plumbing codes.

III

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

IV

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

SCHEDULE B

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

SPECIAL CONDITIONS1. **Special Conditions - Inspectors:**

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

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

- A. **PENSION:**
The CITY shall contribute, \$4.00/hr., effective 7/1/21 to the Plumbers and Pipefitters National Pension Fund for each hour for which a Plumbing Inspector, Maintenance Plumber or Master of Record receives pay.
- B. **HEALTH INSURANCE:**
The CITY agrees to provide non-occupational health insurance or risk-pooled indemnity coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

A CITY health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the CITY's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the CITY's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the CITY that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the CITY's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

The CITY contribution amount included in base wages for retirement enhancement purposes shall be capped at the contribution rate of \$361.39 per biweekly paycheck.

Health insurance premium charges effective July 1, 2021 will be shared with the CITY paying 85 (eighty-five) percent of the premium and the employees paying 15 (fifteen) percent of the premium.

- A. Effective 7/1/97, the CITY reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- B. The CITY shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding, with no obligation to negotiate.
- C. The CITY will designate one (1) Master of Record who shall be paid as set forth in Schedule A. The Master of Record is responsible for assuring that the

work performed by CITY plumbers is in compliance with State and City Plumbing Codes. The Master of Record performs duties which require him/her to regulate peers.

3. Apprentices:

A. PENSION:

Employers contributing to the Plumbers and Fitters National Pension Fund for apprentices shall be remitted at the rate of 50% of the contribution rate for journeyman. Therefore, the CITY shall contribute two dollars (\$2.00) effective 7/1/14, increasing to two dollars and thirteen cents (\$2.13) effective 7/1/15 to the Plumbers and Fitters National Pension Fund for each hour for which an apprentice receives pay, to the Apprentice Training Fund.

B. HEALTH INSURANCE

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

IN WITNESS WHEREOF, the UNION and the CITY have caused this AGREEMENT to be executed in their names by their duly authorized representatives at Great Falls, Montana, this ____ day of _____, 2021.

FOR THE CITY OF GREAT FALLS:

FOR PLUMBERS & PIPEFITTERS,
LOCAL #41:

Greg Doyon, City Manager

By:_____
Brandon Shaw, Business Manager

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Labor Agreement between the City of Great Falls and the International Brotherhood of Electrical Workers (IBEW), Local #233.

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the International Brotherhood of Electrical Workers (IBEW), Local #233.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the International Brotherhood of Electrical Workers (IBEW), Local #233.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and IBEW, which consists of six employees across two departments – Planning and Community Development and Public Works divisions of Administration, Traffic and Water Plant).

Summary:

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable policies throughout the Agreement.

Representing the City:

Gaye McInerney, HR Director
Charles Anderson, Deputy City Manager
Sara Sexe, City Attorney
Melissa Kinzler, Finance Director

Representing the IBEW:

Jackie McBroom, Business Manager
Luke Hofer, IBEW Representative
Scott Rodger, Water Plant
Joe Wofford, Traffic

Changes from the previous Agreement include, but are not limited to:

Article 2 – Term of the Agreement. The term of the agreement is two years from July 1, 2021 through June 30, 2023.

Schedule A – Wages: Adjusted to reflect a 3.5 percent COLA increase for FY22 and a 3.25 percent COLA increase in FY23.

Schedule B(3) – Health Insurance: The City changed health insurance vendors from MMIA to BCBS-MT and bargained a new cost sharing percentage for health insurance premiums of Employer 85 percent and Employee 15 percent. These changes were made in response to the Commission’s direction in 2019 to bid for new vendors and to bargain a new cost sharing split to address the unsustainability of the rising costs of health insurance.

Fiscal Impact:

The total financial impact of a 3.5 percent COLA increase in FY22 of the contract and a 3.25 percent COLA increase in FY23 is approximately \$38,237.

Alternatives:

City Commissioners may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue collective bargaining process.

Concurrences:

The IBEW members voted to ratify the contract language in June 2021.

Attachments/Exhibits:

Proposed Labor Agreement

AGREEMENT

BETWEEN

CITY OF GREAT FALLS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION #233

July 1, 2021 – June 30, 2023

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AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the ____ day of _____, 2021, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and LOCAL UNION #233, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), 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 IBEW shall be maintained during the term of this AGREEMENT, with the exception of the Water Plant Operator classification. One current employee classified as a Water Plant Operator will be grandfathered in the IBEW under this AGREEMENT, but as this position is vacated, that classification of Water Plant Operator will no longer be under the jurisdiction of the IBEW but will be an Operator position.

ARTICLE 2

TERM OF THE AGREEMENT

- 2.1 This AGREEMENT shall take effect July 1, 2021, and shall remain in effect until June 30, 2023, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 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 no later than the first negotiating meeting.
- 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, except for alleged violations of FMLA, ADA or State or Federal provisions, which shall be addressed through the appropriate State or Federal agencies.
- 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. "Regular employee" means a non-temporary employee who has satisfied any applicable probation period and is assigned to a position designated as regular in the City's annual budget.
- C. "Temporary employee" means an employee hired for specific periods of time in excess of ninety non-consecutive days, but not exceeding twelve months. Temporary employees may qualify for some benefits, such as accrual of sick leave.
- D. "Full-time employee" means an employee who normally works forty (40) hours a week.
- E. Base Pay defined as: Employee's regular hourly pay rate in that category to which an employee is ordinarily assigned, exclusive of longevity or any other special allowances.
- F. Work Week is defined as Sunday 12:00 a.m. through Saturday 11:59 p.m.

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 Mont. Code Ann. §39-31-204, 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.

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 with the total of such deductions made payable to the UNION by the end of the following calendar month.
- 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 provided the Business 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 the 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 5.
- 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 5.1. 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 for employees of this bargaining unit 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 If the contract has expired, good faith efforts in negotiating a new contract have failed and the parties are at impasse, then:
 - A. The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration, and/or
 - B. 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 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; and
3. The remedy requested.

- B. No grievance shall be considered or processed unless it is submitted within fifteen (15) working 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. The Department Director shall respond within ten (10) working days of the grievance.

STEP 4:

If within ten (10) working days the grievance has not been settled, it may be submitted to the City Manager or designee. The City Manager shall respond within ten (10) working days of the grievance.

STEP 5:

If within ten (10) working days after being submitted to the City Manager or designee, the grievance has not been settled, it may be submitted to arbitration by either party, under the following process:

- A. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the American Arbitration Association or State of Montana Board of Labor Appeals. The charging party in the grievance shall strike the first name. 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, unless the terms and conditions are found to be contrary to applicable law. 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 equally by the parties, 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, at its own cost. 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 presented grievance is not appealed to the next step within the specific time limit, or any agreed extension thereof, it shall be considered settled on the basis of the CITY's or the UNION's last answer. If the CITY or the UNION does not answer a grievance or an appeal thereof within the specified time limits, the UNION or the 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.

- 8.3 At any stage of the grievance process, the UNION, employee and/or the CITY may attempt to mutually settle or resolve the grievance.

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 bi-weekly in accordance with Section 10.1 of the CITY Personnel Policy Manual.

ARTICLE 10

HOURS OF WORK AND OVERTIME

- 10.1 Except for the special work schedules not longer than two weeks that are set forth herein, the normal work schedule shall consist of five (5) days, of eight (8) continuous hours each, except for a normal lunch period. Otherwise, any schedule other than Monday through Friday will be agreed upon with the employees and the UNION will be notified.
- 10.2 One and one-half (1½) times the regular hourly 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 The CITY agrees that each regular 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, the CITY agrees that each regular full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified as CITY business requires. 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, by phone, text message or otherwise, at a time other than his (her) normal scheduled shift (off duty) will be compensated for a minimum of two (2) hours at one and one half (1½) times the regular hourly rate of pay if called in

within (a) two (2) hours before the start of their scheduled shift, or (b) four (4) hours after the end of the scheduled shift.

At all other times, except as outlined in Article 10.1 including holidays and vacations, the employee will be compensated for four (4) hours minimum paid at one and one half (1½) times the employee's regular hourly pay rate. An early 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 The employee placed on standby will carry a CITY provided cell phone and report to work within one (1) hour from voice to voice contact with the CITY. The standby period is defined as any consecutive 24-hour period. The employee must be notified of being placed on standby at least 24 hours preceding the beginning of any standby period, and no later than the end of the shift on a normal work day. The employee will be compensated for four (4) hours of regular hourly rate of pay for the standby period in addition to any call back compensation.
- 11.3 Bargaining unit members who are required to make telephone calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one-half (½) hour at one and one-half (1½) times the regular hourly rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (½) hour, the employee will be paid for the actual time worked at one and one-half (1½) times the regular hourly rate of pay.
- 11.4 Employees who are scheduled to report for a shift change with less than eight (8) hours between shifts shall be paid time and one-half (1½) times the regular hourly rate of pay for four (4) hours of the second shift.

ARTICLE 12

SENIORITY

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

only applicable for one calendar year from the date of layoff.

ARTICLE 13

PROBATIONARY PERIODS

- 13.1 All newly hired or rehired employees will serve satisfactorily a six (6) month probationary period upon initial placement in a position.
- 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 paid holidays each calendar year:
 - A. New Year's Day, January 1st
 - 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 4th
 - F. Labor Day, first Monday in September
 - G. Veterans Day, November 11th
 - H. Thanksgiving, fourth Thursday and Friday in November
 - I. Christmas, December 25th
 - 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 Mont. Code Ann. §2-18-603, 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 (1½) times the regular hourly rate of pay plus holiday pay.

- 14.4 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 (ANNUAL LEAVE)

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.

All vacations will be posted between January 1st and through the third Friday in March. All approved vacation shall be posted by April 1st. Any protest over vacation dates must be submitted, in writing, to the division head before May 1st 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, which shall not exceed ten (10) working days. With the approval of the division head, employees may split their first choice 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. Seniority shall apply on the vacation selections for first and second choices.

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

ARTICLE 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:

A. 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.

B. 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 one hundred and twenty (120) hours at any one time, unless the leave qualifies for FMLA leave.

- C. When there is a death in the immediate family, no more than five (5) days sick leave may be granted, unless the leave qualifies for FMLA leave. The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents and corresponding in-laws and other members residing in the employee's household.
- D. PARENTAL LEAVE: Parental leave for birth fathers and adoptive parents may be charged against sick leave credits up to one hundred and twenty (120) hours, unless the leave qualifies for FMLA.
- 16.3 A medical provider'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.
- A. Report in the manner designated by Division, the reason for absence as soon as reasonably possible prior to the beginning of the shift to his/her division head or immediate supervisor.
 - B. If the absence is for more than one (1) day in length, the employee must keep his/her division head informed of his/her condition, when physically possible.
- 16.5 Employees who receive workers' compensation benefits after using sick leave accruals for the same absence, shall provide the City with documentation of the workers' compensation benefits received. The employee may then request a corresponding credit to the employee's sick leave accrual bank.
- 16.6 Death Benefits. All personnel shall receive Public Employment Retirement System death benefits.
- 16.7 Sick Leave Donations. Sick leave utilized must not exceed the amount accrued by the employee. Sick leave donations are not available to employees during a probationary period. If an employee is ill and has exhausted his/her sick leave accruals, 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 by an employee must be approved by Management and are requested and coordinated through HR. The maximum amount an employee can receive or donate is fifteen (15) days in a calendar year.
- 16.8 The Voluntary Employee Benefits Association (VEBA) Plan is a benefit available to all eligible employees and is administered and managed according to the MCA through the HR department.

ARTICLE 17

FAMILY AND MEDICAL LEAVE

- 17.1 Family medical leave will be provided as referenced in City Personnel Policy Manual.

ARTICLE 18

TEMPORARY ASSIGNMENTS AND LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENTS

- 18.1 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 or absence, he/she shall receive the higher rate of pay for all actual hours worked at the higher rated position.
- 18.2 Employees receiving workers' compensation wage loss benefits that have been released to light duty/temporary alternative duty assignment must inform their immediate supervisor or division head by 5:00 PM on the next work day after being released to work for light duty. Failing to notify the immediate supervisor or division head may subject the employee to suspension of workers' compensation wage loss benefits under the workers' compensation laws of Montana, and the employee may be subject to disciplinary action.
- 18.3 The light duty/temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating medical provider. The employee will be required to perform work throughout the CITY for which the employee may be capable and qualified.

At any time and at the discretion of the CITY, the injured employee may be required to submit to a medical examination by a medical provider selected by the CITY at the CITY's expense.

ARTICLE 19

REST BREAK AND SAFETY

- 19.1 For all employees covered under the terms of this AGREEMENT, 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 a shift.
- 19.2 On all energized circuits of equipment carrying 440 volts or over, two (2) or more bargaining unit employees must work together as a safety measure.

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 regular hourly rate of pay. Employees resigning or voluntarily terminating employment with the CITY will give a minimum of fourteen (14) calendar days' notice. If they fail to do so, they will be considered terminated not in good standing and will not be eligible for rehire.

ARTICLE 21

JURY DUTY

Employees will be excused from work under summons to serve as a juror or when subpoenaed to serve as a witness by the court system. Employees dismissed from jury duty prior to the end of a regular work shift are expected to either report to work or contact their supervisor for instructions. Employees choose one of these options concerning pay for court ordered service:

- A. Employees will only be allowed to keep expense and mileage allowance paid; employees may not keep the juror fee paid by the court. Forward all fees received as a result of the service to the Department Head who will forward it to Human Resources. The fees are then credited against the employee's regular compensation.

-OR-

- B. Charge court service against annual leave and keep the juror fee and any expense or mileage allowance paid to the employee by the court. Employees will be paid their normal paycheck and will be charged annual leave. Employees will keep all payments received from such service.

ARTICLE 22

LEAVE OF ABSENCE**Unpaid Leave of Absence** (other than work-related injury)

- A. The City may grant an unpaid leave of absence if a cost/benefit analysis of both direct and indirect costs does not result in a net loss to the City, and the absence does not interfere with the operations of the department or the City. Employees will not be granted an unpaid leave of absence to obtain outside employment.
- B. Employees must use all accrued paid leave before an unpaid leave of absence begins.
- C. Department Heads review and either approve or deny leave of absence requests of 30 days or less. Leave of absence requests of more than 30 days should be submitted to the department head for review and then forwarded to the City Manager for a final

decision. Failure to return from leave at the time agreed will result in termination of employment.

D. During unpaid leave of absence, benefits such as holiday, annual and sick leave do not continue to accrue. Employees self-pay insurance premiums during unpaid leave of absence. Consult HR to obtain information as to the level and duration of insurance coverage.

E. Existing seniority rights will be frozen during the term of the leave.

ARTICLE 23

MEAL

In the event an employee is required to work more than two (2) hours overtime following a regular shift, and for each additional five (5) hours of overtime, he/she shall be reimbursed \$10.50 for a meal by the CITY and given a reasonable amount of time to eat. The employee will not be paid for any time utilized to eat. Reimbursements will be included in the employee's biweekly payroll check.

ARTICLE 24

LONGEVITY

For purposes of longevity only, time shall be computed from the employee's date of hire into the bargaining unit without a break in service. The following schedule of benefits shall be paid to employees who accrue longevity in the time elements stipulated.

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</u>
After 10 years through the end of the 15th year	\$ 20.00 per month
After 15 years through the end of the 20th year	\$ 40.00 per month
After 20 years through the end of the 25th year	\$ 60.00 per month
After 25 years through the end of the 30th year	\$ 80.00 per month
After 30 years	\$100.00 per month

Earned longevity pay will be paid to eligible employees in a lump sum payment and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months.

ARTICLE 25

NON-DISCRIMINATION POLICY

The UNION and the CITY agree to cooperate in a Non-Discrimination 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, public assistance status, or any other status protected by Federal or State law.

ARTICLE 26

SUPPLEMENTAL AGREEMENT

During the term of this AGREEMENT and any extensions hereof, no collective bargaining shall be had upon any matter covered by this AGREEMENT or upon any matter, which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, 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(s) so affected shall no longer be operative or binding upon the parties, but the remaining portion of the AGREEMENT shall continue in full force and effect. The CITY and the UNION agree to meet as soon as possible for the purpose of negotiation on the provision(s) so affected.

ARTICLE 28

WAIVER AND AMENDMENT CLAUSE

No past practices, policies, or rules or prior agreements shall alter the intent or the meaning of the specific articles of this AGREEMENT. This clause shall not be construed to limit, impair or act as a waiver of the CITY's or the UNION's right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

SCHEDULE A

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

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

Title/Position	7/1/2021__	7/1/2022__
Master Electrician	\$ 32.00	\$ 33.14
Electrician	\$ 30.02	\$ 31.10
Water Plant Industrial Electrician	\$ 30.02	\$ 31.10
Traffic Signal Technician	\$ 30.02	\$ 31.10
Traffic Signal Technician/Electrician	\$ 30.02	\$ 31.10
Code Inspector	\$ 30.02	\$ 31.10
Asset Management/Technical Support Specialist*	\$ 30.02	\$ 31.10
Water Plant Operations Foreman	\$ 30.02	\$ 31.10
Water Plant Industrial Automation Specialist	\$ 30.02	\$ 31.10

The regular hourly rate of pay used to calculate the 2021 and 2022 wage increase includes the NEBF and 8th District Electrical Pension Fund contributions as described in Schedule B 4(A)(1) and (2).

*The Asset Management/Technical Support Specialist position will be removed from IBEW effective April 15, 2022. If the current employee with the job description leaves prior to April 15, 2022, the removal of this position from the Union will take effect upon ratification of the contract.

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 schedule, 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. This Section 3. applies to 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); or
 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 the 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.

2. Effective July 1, 2019, the sum of two dollars and twenty-five (\$2.25), per hour, per employee, will be paid to employees covered under the terms of this Agreement and 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. HEALTH INSURANCE

The CITY agrees to provide non-occupational health insurance coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

A CITY health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the city's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the CITY's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

It is hereby acknowledged that both employee and CITY retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the CITY that the

Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the CITY's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

CITY contribution amount included in base wages for retirement enhancement purposes shall be capped at the contribution rate of \$361.39 per biweekly paycheck.

Health insurance premiums will be shared with the CITY paying 85 (eighty-five) percent of the premium and the Employee paying 15 (fifteen) percent of the premium.

- A. Effective 7/1/97, the CITY reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
 - B. The CITY shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.
- 4. In those divisions where shifts are established and employees who are required to work for the CITY during hours outside the day shift as designated by that employee's division, a shift differential of seventy-five cents (\$0.75) per hour for the evening shift and one dollar (\$1.00) per hour for the midnight to morning shift. Employees assigned to special work schedules will be paid the shift differential for that shift when they actually work the shift.
 - 5. A lead worker, designated by the CITY, shall be paid one dollar (\$1.00) per hour over the regular hourly rate of pay.

AGREED to and dated this ____ day of _____, 20____.

FOR THE CITY OF GREAT FALLS:

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

Greg Doyon, City Manager

Jackie McBroom, Business Manager

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Labor Agreement between City of Great Falls and City of Great Falls Public Employees Crafts Council.

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the City of Great Falls Public Employees Crafts Council.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the City of Great Falls Public Employees Crafts Council.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the City of Great Falls Public Employees Crafts Council, which consists of 122 employees across four departments – Administration, Planning & Community Development, Park and Recreation, and Public Works.

Summary:

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable articles throughout the agreement.

Representing the City:

Gaye McInerney, HR Director
Charles Anderson, Deputy City Manager
Sara Saxe, City Attorney
Melissa Kinzler, Finance Director
Steve Herrig, Park & Recreation Director
Paul Skubinna, Public Works Director
Mike Judge, Utilities Manager

Representing the Crafts Council:

Jim Stone, Teamsters Business Rep.
Brian Boland, Laborers Business Rep.
John Johnson, Operators Business Rep.
Troy Buhl, Machinists Business Rep.
Mario Martinez, Carpenters Business Rep.
Tony Osterman, Machinists, Central Garage
Mike Mann, Teamsters, Central Garage

Kenny Jorgensen, Streets & Traffic Manager
 Doug Alm, Fleet Manager
 Ross Bartell, Sanitation Manager

Cody Lattin, Operators, Streets
 Chase Pepos, Laborers, Streets

Changes from the previous Agreement include, but are not limited to:

Article 19 – Medical Insurance: The City changed health insurance vendors from MMIA to BCBS-MT and bargained a new cost sharing percentage for health insurance premiums of Employer 85 percent and Employee 15 percent. These changes were made in response to the Commission’s direction in 2019 to bid for new vendors and to bargain a new cost sharing split to address the unsustainability of the rising costs of health insurance.

Article 23 – Jury Duty: Removed current language and inserted Section 11.2.4 from Employee Personnel Policy Manual for Jury Duty for consistent application of benefits.

Article 25 – Meals: Meal reimbursements will be taxable and included in the employee’s biweekly payroll check.

Article 26 – Longevity: Changed the last paragraph to read: Earned longevity pay will be paid to eligible employees in a lump sum payment and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months.

Article 34 – Golf Laborers: Removed as City no longer has golf employees.

Article 35 – Compensatory Time: Removed as City no longer has golf employees to which this article pertained.

Article 36 – Water Plant Work Week Definition and Callout Procedure:

Work week schedule to follow the rest of the City beginning on Sunday at 12:00 a.m. through Saturday at 11:59 p.m.

Schedule A: Reflects the negotiated wages with an \$0.85 per hour increase for COLA in FY22 and a \$0.70 per hour increase for COLA in FY23.

Fiscal Impact:

The financial impact of an \$0.85 per hour COLA increase in FY22 and a \$0.70 per hour COLA increase FY23 is approximately \$287,000.

Alternatives:

The City Commission may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue collective bargaining process.

Concurrences:

The Crafts Council members voted to ratify the contract language in June 2021.

Attachments/Exhibits:

Proposed Labor Agreement

AGREEMENT

BETWEEN

CITY OF GREAT FALLS

AND

CITY OF GREAT FALLS
PUBLIC EMPLOYEES CRAFTS COUNCIL

July 1, 2021 - June 30, 2023

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AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the ____ day of ____, 2021, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the CITY OF GREAT FALLS PUBLIC EMPLOYEES CRAFTS COUNCIL, consisting of Construction and General Laborers #1686, Operating Engineers #400, International Association of Machinists Local #88, Teamsters Local #2, and PNWRC of Carpenters, hereinafter referred to as the "UNION", have mutually agreed as follows:

PREAMBLE

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

ARTICLE 1

RECOGNITION AND PURPOSE:

- 1.1 The CITY recognizes the respective UNIONS signatory hereto as the exclusive representative of all of its employees who are subject to the terms of this AGREEMENT, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and all other conditions of employment. The present recognized jurisdiction of the Craft Unions within the Craft Council shall be maintained during the term of this AGREEMENT.
- 1.2 Employees will be assigned work consistent with the jurisdiction of the Craft Unions of which the employees are members except for extreme variations in work projects coupled with seasonal and weather factors, employees may be given temporary assignments across jurisdictional lines for a maximum of ten (10) consecutive working days without notice to the UNION. For temporary transfers to exceed ten (10) working days, in order to complete essential projects, cover employee accommodations for medical needs,

vacation coverage, the UNIONS involved must be notified and concurrence obtained.

- 1.3 Temporary transfers across jurisdictional lines will not be used abusively, and in no event will it be used in an effort to reduce or eliminate the representation of UNIONS in those organizational units in which the UNIONS have current jurisdictions. Barring changes in technology and considering operational needs, every effort will be made to maintain the ratio of UNION representation consistent with past manning requirements.
- 1.4 Rates of pay for temporary assignments shall be as outlined in ARTICLE 17.
- 1.5 When an employee is transferred to another Craft for temporary work, the CITY shall maintain paying his/her pension contribution rate to the pension fund from the Craft in which employee was originally employed.
- 1.6 The CITY agrees to notify employees by posting any policy changes that may affect them in their department.

ARTICLE 2

SUCCESSORS:

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

ARTICLE 3

DEFINITIONS:

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this AGREEMENT, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Regular employee" means an employee who is designated by the CITY as a regular, non-temporary employee, who has satisfied any applicable probation period(s) and who has attained or is eligible to attain regular status.
- C. "Temporary employee" means an employee who is designated as temporary by the CITY for a definite period of time but not to exceed twelve (12) months; is not

eligible for regular status; is terminated at the end of the employment period; and is not eligible to become a regular employee without a competitive selection process. Temporary employees will not be used to eliminate a regular full-time position or delay filling a full-time vacated position.

- D. "Part-time employee" means an employee who normally works less than forty (40) hours a week.
- E. "Full-time employee" means an employee who normally works forty (40) hours a week.
- F. "Lead worker" means a person assigned a temporary supervisory function who is responsible for carrying out the instruction set by their immediate supervisor only during those times where a supervisor is absent. A lead worker has no hiring, firing or disciplinary authority.
- G. Base Pay defined as: Employee's regular hourly rate of pay in that category to which an employee is ordinarily assigned, exclusive of longevity or any other special allowances.
- H. Work Schedule means five (5) days, Monday through Friday, except for special work schedules, as set forth in 9.1.
- I. Work Week means Sunday 12:00 a.m. through Saturday 11:59 p.m.

ARTICLE 4

UNION SECURITY:

- 4.1 Employees who are members of the UNION on the date this AGREEMENT is executed shall, as a condition of continuing employment, maintain their membership in the UNION. All future employees performing work within the jurisdiction of the UNION involved shall, as a condition of continuing employment become members of such UNION within thirty (30) days of the date of their employment and the UNION agrees

that such employees shall have thirty-one (31) days within which to pay UNION's initiation fees and dues. If the employees fail to pay initiation fees or dues within thirty-one (31) days or fail to effectuate the provisions of Mont. Code Ann. §39-31-204, the UNION may request in writing that the employees be discharged. The CITY agrees to discharge said employees upon written request from the UNION involved. CITY agrees not to discriminate against any employee for membership in the UNION or for lawful UNION activities, provided such activities do not interfere with the efficient operation of the various departments of the CITY. Employees qualifying under MCA 39-31-204 shall pay an agency fee, equivalent to the regular initiation fee and UNION dues as provided for in the Local UNION, for the purpose of administering the AGREEMENT, except as prohibited by law. The City Human Resources Director or the Department Head involved will instruct all new employees to report to the respective UNION involved for a referral slip prior to starting work. The CITY shall have complete freedom of selectivity.

- 4.2 The CITY agrees to deduct the UNION monthly dues and initiation fee from each employee's wages upon written authorization of the employee, and shall, at the CITY's discretion, either be monthly or each pay period and the total of such deductions made payable to the UNION by the 15th of the following month.
- 4.3 It is understood the UNION shall have the right to use Business Agents, Shop Committees or Stewards to adjust grievances as they arise. The CITY agrees that local Business Agents for the UNION shall be given access by the CITY to members of the UNION at the places of business of the CITY during hours of operation, for the purpose of ascertaining whether the terms of this AGREEMENT are being observed provided the Business Agent does not disrupt the normal CITY operations, to be approved by division

manager.

- 4.4 UNION Stewards will not be discriminated against because of lawful UNION activity.
- 4.5 The UNION will notify the CITY in writing what representative (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the AGREEMENT or in any other matters which affect or may affect the relationship between the CITY and the UNION. The UNION will provide the CITY with the names of new UNION officers, terms of office and contact information within thirty (30) days after elections.
- 4.6 The UNION agrees to indemnify, defend and to hold the CITY harmless against any and all claims, demands, suits, costs or fees, which may be sought or incurred by the CITY as a result of any action taken by the CITY under the provisions of ARTICLE 4.
- 4.7 In consideration of the "save harmless" clause above, the CITY agrees that the UNION shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the CITY for action taken by the CITY under ARTICLE 4.1. If the CITY unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the UNION. It is further agreed the CITY shall promptly notify the UNION of any such action when and if filed and the UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.

ARTICLE 5

STRIKES AND LOCKOUTS:

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

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

ARTICLE 6

MANAGEMENT RIGHTS:

Under Mont. Code Ann. §39-31-303, the CITY shall have the right to operate and manage its affairs in such areas as but not limited to:

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

utilization of advancements of technology.

- H. The UNION recognizes that the CITY has statutory rights in contracting for matters relating to municipal operations.

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

Within ten (10) days of the CITY's receiving notice of a potential violation by an employee, the CITY will provide that employee with notice of the investigation.

ARTICLE 7

EMPLOYEE RIGHTS/GRIEVANCE:

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

- Step 1. The employee and or UNION Steward will discuss the grievance with the employee's immediate Supervisor in an attempt to resolve the grievance within fifteen (15) working days (Monday-Friday, except CITY holidays) of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday-Friday, except CITY holidays) to respond to the employee and/or Steward.
- Step 2. If the employee is not satisfied with the response from the Supervisor, the employee and/or Steward shall contact the UNION, and the UNION shall, within ten (10) working days (Monday-Friday, except CITY holidays) of the response of the Supervisor in Step 1, reduce the grievance to writing and submit the grievance to the Division Supervisor. The Division Supervisor and the UNION Representative shall meet within ten (10)

working days (Monday-Friday, except CITY holidays) to discuss the grievance and attempt to resolve the grievance. The Division Supervisor shall have five (5) working days (Monday-Friday, except CITY holidays) from the date of the meeting to respond to the UNION with his/her decision in writing.

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

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

- Step 4. If the UNION is not satisfied with the response from the Department Head, the UNION may within ten (10) working days (Monday-Friday, except CITY holidays) submit the grievance in writing to the City Manager or his designee. The City Manager or his designee shall respond in writing back to the UNION within ten (10) working days (Monday-Friday, except CITY holidays) with the CITY's decision.

- Step 5. If the grievance is not settled in Step 4, the UNION and the employer shall, within five (5) working days (Monday-Friday, except CITY holidays), convene, at a mutually agreed date, time and place, a joint committee of two (2) representatives of the UNION and two (2) representatives from the CITY to hear the grievance. The committee shall

render a decision within five (5) working days (Monday-Friday, except CITY holidays) from the date of the hearing.

Step 6. If the grievance is not settled in Step 5, either party may within ten (10) working days (Monday-Friday, except CITY holidays) submit the written grievance to Alternative Dispute Resolution (Third Party Resolution) to the Montana Board of Personnel Appeals.

- A. The recommended decision in Alternative Dispute Resolution on any grievance involving a monetary issue, including those related to hours and working conditions, which could have an apparent economic effect or impact of less than eight hundred dollars (\$800.00), shall be final and binding on all parties.
- B. The recommended decision in an Alternative Dispute Resolution on any grievance involving a monetary issue exceeding eight hundred dollars (\$800.00) shall not be final and binding and may be rejected by either party. If the recommended decision is acceptable to all parties, the grievance shall be deemed settled.
- C. If the CITY and the UNION cannot agree whether a grievance has an economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the case in Alternative Dispute Resolution shall make the decision regarding the value of the economic effect or impact and regarding the grievance, and it shall be final and binding on all parties.
- D. CITY shall present claims or grievances, in writing, to the UNION.
- E. Alternative Dispute Resolution Authority: in any case where

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

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

At any stage of the process, the UNION, employee and/or the CITY may attempt to mutually settle or resolve the grievance.

7.2 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next

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

7.3 NON-PROBATIONARY EMPLOYEE RECORDS:

The Human Resources Department shall maintain the official personnel files of each employee. Supervisors or Management representatives will keep no other official personnel record. This provision shall not restrict said supervisors or Management representatives from keeping administrative records with regard to employee action or transaction.

Employees shall have the right to review, in the presence of a Management representative, all materials within their official personnel files upon request during regular business hours. The employee may authorize a union representative to review their record upon submission of a written authorization to a Management representative and in the presence of a Management representative. The CITY shall be given a reasonable time period to furnish copies of said record if requested.

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

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

Unless required by Federal or State regulations, i.e. retention periods for positive drug or alcohol tests, the CITY agrees to void or remove warning letters from an employee's official personnel file if there have been no repeated offenses or other formal disciplinary problems within a one (1) year period from the date of the original disciplinary action, upon the written request from the employee.

ARTICLE 8

WAGES AND PAY PERIODS:

Attached hereto and made a part hereof as Schedule A is a list of the agreed wage schedule, classifications/job titles 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 biweekly in accordance with Section 10.1 of the CITY Personnel Policy Manual.

The payroll workweek begins Sundays at 12:00 a.m. and ends Saturdays at 11:59 p.m. Pay periods are biweekly and end on every other Saturday. The pay date will occur on Wednesday eight (8) working days after the end of the pay period. If a scheduled payday falls on a holiday, payroll will be issued on the work day preceding the holiday.

An employee who leaves employment of the City will be paid all unpaid wages due on the next regular pay day for the pay period during which the employee was separated from

employment OR 15 calendar days from the date of separation from employment, whichever occurs first, either through the regular payroll process or by mail, if requested by the employee.

ARTICLE 9

HOURS OF WORK AND OVERTIME:

- 9.1 Subject to the special work schedules set forth herein, the normal work schedule shall consist of five (5) days, Monday through Friday, of eight (8) continuous hours each, except for a normal lunch period. It is understood and agreed that certain job classifications require special work schedules. In those cases, the supervisor shall designate the work schedule to equitably allow for overtime work opportunities, and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday or Sunday. It is further understood and agreed that in those divisions wherein twenty-four (24) hour work schedules or less are maintained, the supervisor shall establish a shift rotation schedule so that each employee may be rotated on an equal basis with the other employees of the division and craft between the various shifts. This also applies to the rotation of days off where seven (7) day coverage is required. Nothing herein contained shall be interpreted to eliminate overtime pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. The CITY and the UNION agree employees shall not normally be required to work over twelve (12) continuous hours, however, if an employee is required to work sixteen (16) or more continuous hours, said employee shall receive an additional four (4) hours paid time off not to be deducted from vacation or sick leave.
- 9.2 By mutual agreement between the CITY and the UNION, the CITY may establish alternate work weeks.

- 9.3 One and one-half times (1½) the regular hourly rate of pay will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week. In no case shall overtime pay be paid twice for the same hours worked.
- 9.4 The CITY agrees that each regular full-time employee will be given the opportunity of working at least forty (40) hours in each work week except those in which any of the holidays provided for herein occur. During work weeks in which any said holidays fall upon any work day, the CITY agrees that each regular full-time employee will be given the opportunity of working thirty-two (32) hours in each work week specified herein. Holidays, but not sick or vacation days, shall be counted as days worked in computing the initial forty (40) hours for overtime purposes. Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this AGREEMENT.
- 9.5 An employee "on standby" on a holiday or regular day off shall be entitled to be paid for five (5) hours standby time at his regular hourly rate of pay for every twenty-four (24) hours the employee is on standby and five (5) hours for every fifteen (15) hours on standby during the regular work week; provided however, that if such employee is called to work during such period, the employee shall be paid a minimum of two (2) hours "call back" time plus the "standby time pay."
- 9.6 Employees who are scheduled to report for a shift change with less than eight (8) hours between shifts shall be paid one and one-half (1½) times the regular hourly rate of pay for four (4) hours of the second shift.
- 9.7 The CITY may allow a regularly scheduled forty (40) hour work schedule consisting of four (4) consecutive ten (10) hour days and a normal lunch period of one-half (1/2) hour

at mid-shift, which is unpaid. In such instance, overtime will be paid after ten (10) hours per day and after forty (40) straight time hours per work week. The ten hour shifts will be scheduled by mutual agreement between the CITY Department Head or Division Supervisor and the UNION representatives of the affected employees, subject to operational needs. A two-week notice will be provided prior to moving to the four (4) ten (10) schedule, unless mutually agreed upon by the CITY and the UNION.

Holiday, sick, and vacation pay shall be (10) hours when working ten (10) hour shifts under this schedule.

9.8 The following applies to Street Division employees:

9.8.1 The winter season overtime list would remain due to the mixed number of Craft employees on different shifts. This overtime list would not be by Craft but by division. This list would become effective when the 24-hour shift work begins in late fall and go out of effect when the 24-hour shift work ends in early spring.

9.8.2 The overtime list for the summer season would be established by rotating individuals in their respective Craft. In essence, there would be a separate overtime list for each Craft. These overtime lists would be in effect when the 24-hour shift work ended in the spring and continue until the 24-hour shift work started again in late fall. If an overtime position cannot be filled within a Craft, a crossover may be required.

9.8.3 Temporary employees will not be placed on the summer season overtime list but may be utilized for overtime if a regular employee is not available.

9.9 The following applies to Park & Recreation overtime while operating equipment in non-

emergency situations only:

9.9.1. Overtime for special events or projects other than normal work will be assigned by continual rotation seniority within the division. The most senior employee will be offered overtime first until the schedule is complete. The next time overtime will be assigned by seniority with the continual rotation. Employees working or voluntarily passing an overtime shift will be placed on the bottom of the list, thus, allowing an equal opportunity for those less senior employees wishing to work overtime.

9.9.2. Employees on leave for sick, vacation, military or other than active status, will not be eligible for overtime.

9.9.3. When an employee is working an assigned project or task, which requires overtime to complete, the same employee will be allowed the overtime necessary to complete the work regardless of their seniority standing in the division or on the rotation schedule.

9.9.4. If a project, job, or equipment requires special skills to perform or operate, only employees possessing the required skills will be offered the overtime, based on seniority.

9.9.5. Those employees wishing not to work extra overtime will be allowed that option as long as other personnel within the division are available. In emergency situations, all employees may be required to work overtime regardless of seniority standing.

ARTICLE 10**CALL BACK:**

- 10.1 An employee called in for work at a time other than his/her normal scheduled shift (off duty), will be compensated for a minimum of two (2) hours overtime up to 10:00 p.m. and after 6:00 a.m., and four (4) hours minimum at all other times, including holidays, paid at one and one half (1½) times the employee's regular hourly rate of pay. An employee called back to repair broken water and sewer mains, unplug sewer mains, or clear ice from water plant intake will be given a minimum of four (4) hours call back time regardless of time of day. An extension or earlier report to a regularly scheduled shift on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.
- 10.2 The CITY may assign such employee to any work which he/she normally performs during the call back period.
- 10.3 Water Plant employees called in for work at a time other than his/her normal scheduled shift will be compensated two (2) hours at one and one-half (1½) times their regular hourly rate of pay, in addition to their regular hours worked, unless the employee receives notice of the change at least eight (8) hours in advance. With at least eight (8) hours notice, employees do not receive additional compensation and are paid their regular hourly rate of pay for time worked. Employees will receive at least fourteen (14) days advance notice prior to a change in his/her normal work schedule.
- 10.4 UNION members who are required to make calls outside regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one-half (½) hour at one and one-half (1½) times their regular hourly rate of pay,

regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (½) hour, the employee will be paid for the actual time worked at one and one-half (1½) times their regular hourly rate of pay.

ARTICLE 11

SENIORITY:

- 11.1 Seniority means the rights secured by regular full-time employees by length of continuous service with the CITY. Seniority rights shall apply to scheduling of vacations, and layoffs, that is, the last employee hired shall be the first laid off. Seniority shall not be effective until a six (6) month probationary period has been completed, after which time seniority shall date back to the date of hire. Recall rights are not earned until after twelve (12) months continuous service.
- 11.2 Seniority shall be determined first by craft and division, second by craft and third by other crafts covered by this AGREEMENT.
- 11.3 Seniority shall be broken by (a) resignation; (b) retirement; (c) discharge; (d) failure to report after layoff within fourteen (14) calendar days to the craft and division where an employee's seniority was gained, following written notification to employee and the UNION to return to work sent by the CITY by mail to the employee's last known address; (e) absence from CITY employment for layoff for twelve (12) or more months; or (f) absence from CITY employment due to an on-the-job injury for twelve (12) months.
- 11.4 No new regular employees shall be hired in a craft or division until all laid off employees who retain seniority are recalled by seniority as explained in 11.2 above, as long as, the new employee in question is qualified to perform the duties of the open job.
- 11.5 The CITY shall post any Crafts Council position opening that may arise in all departments for five (5) full working days (Monday-Friday, except CITY holidays), and

send bargaining unit position announcements to the UNIONS if Human Resources receives written notice of where to send them and to whom.

ARTICLE 12

PROBATIONARY PERIODS:

- 12.1 All newly hired or rehired employees will serve satisfactorily a six (6) month probationary period upon initial placement in a position.
- 12.2 All employees will serve a six (6) month probationary period, after promotion, transfer or reassignment, in any dissimilar job in which the employee has not served a probationary period.
- 12.3 When an employee's performance is considered marginal or unsatisfactory by the CITY, an additional reasonable probationary period may be required.
- 12.4 At any time during the probationary period, a newly hired or rehired (after twelve (12) months absence) employee may be terminated at the sole discretion of the CITY.
- 12.5 If an employee is determined to be unqualified during a probationary period following a promotion or reassignment, said employee shall revert to his previous position or one of comparable pay and responsibility.

ARTICLE 13

HOLIDAYS:

- 13.1 Full-time employees shall be paid for eight (8) hours, or ten (10) hours if scheduled to work a ten (10) hour shift, at the regular hourly rate for the following holidays:
 - A. New Year's Day, January 1st
 - B. Martin Luther King Jr. Day, 3rd Monday in January
 - C. President's Day, 3rd Monday in February
 - D. Memorial Day, last Monday in May
 - E. Independence Day, July 4th
 - F. Labor Day, first Monday in September
 - G. Veterans' Day, November 11th

- H. Thanksgiving, fourth Thursday and Friday in November
- I. Christmas Day, December 25th
- J. Every day in which a general election is held throughout the State (General Election Day).

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

In the case of the Water Plant's 24/7 operation, employees will be paid at one and one-half (1½) times the regular hourly rate of pay plus holiday pay only if they work the actual holiday listed above not the holiday designated by the City. Holidays, listed above, falling on an employee's regular day off: employee shall either be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period.

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

ARTICLE 14

VACATION (ANNUAL LEAVE):

- 14.1 Vacation shall be earned and accumulated as provided in the Montana Codes Annotated.
- 14.2 Vacation time earned but not used at the time of termination shall be paid the employee at

his/her base pay. Vacation time shall be granted at the time requested subject to the operational needs of the department. Vacations shall be posted and the most senior employee shall have the first choice as to his/her vacation time. Additionally, he/she shall be given a choice of a split vacation if he/she so desires.

- 14.3 Vacations shall be posted so that vacations start on January 1st and end on December 31st of each year. If an employee desires to take his/her vacation other than the period requested, he/she must contact his/her immediate supervisor and arrange for same. All vacations are to be based on each employee's date of hire anniversary.
- 14.4 All vacations will be posted between January 1st and through the third Friday in March. All approved vacation shall be posted by April 1st. Any protest over vacation dates must be submitted, in writing, to the division head before May 1st or no adjustments will be made.
- 14.5 In the case of vacation schedules, seniority shall govern by division with the most senior employee given first choice of when he/she shall take his/her vacation, which shall not exceed two vacation periods. Selection of vacation schedules will proceed for remaining employees, based upon seniority. The definition of vacation period is any time within a division's work week.
- On employees' second choice of vacation schedules, the same selection process as with the first choices applies. Seniority shall apply on the vacation selections for first and second choices.
- 14.6 Any employee who desires three (3) days or less of accrued vacation may be allowed the requested time off if the employee has accrued sufficient vacation leave, gives twenty-four (24) hours notice to his/her supervisor, and the vacation does not interfere with the

operational needs of the department.

ARTICLE 15

SICK LEAVE:

- 15.1 Sick leave shall be earned and accumulated as provided in the Montana Codes Annotated.
- 15.2 Employee may take sick leave for the following reasons:
1. Personal illness;
 2. Doctor and Dentist appointments. Employees are to give twenty-four (24) hour prior notice of doctor and dentist appointments, except in cases of emergencies or unforeseen circumstances;
 3. When urgently needed to care for an immediate family member, or any other member of an employee's household, this leave may not exceed more than three (3) days at any one time, unless the leave qualifies under FMLA. "Immediate family" shall mean: employee's spouse, children, mother, father, sisters, brothers, grandparents or grandchildren, corresponding in-laws, and other members residing in an employee's household; and
 4. When there is a death in the immediate family, up to five (5) days sick leave may be granted, unless the leave qualifies under FMLA.
- 15.3 A medical provider's report may be required for any paid sick leave in excess of one (1) working day except in the case of sick leave abusers where a medical provider's report may be required for any sick leave. Abuse of sick leave shall be subject to disciplinary action.
- 15.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay:

- 1.. Report the reason for absence at least 30 minutes prior to shift to his/her division head or immediate supervisor.
 - 2.. If the absence is for more than one (1) day in length, the employee must keep his/her division head informed of his/her condition.
- 15.5 Worker's compensation benefits which are received by an employee during sick leave shall be deducted from compensation due the employee and shall be credited to the employee's sick leave.
- 15.6 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 accruals 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 accruals and requires more time away from work, members of the CRAFTS UNIONS may donate one (1) day of sick leave to an employee on an individual basis. Requests for donations by employees must be approved by Management and are requested and coordinated through Human Resources. The maximum amount an employee can receive or donate is fifteen (15) days in a calendar year.
- 15.7 All eligible employees shall receive Public Employees' Retirement System death benefits.
- 15.8 Sick leave pay, to the extent it has been earned, may be integrated by employee request, with payments under any state workers compensation program, so as not to permit the employee to receive more than the equivalent of forty (40) hours' gross pay at the employee's regular hourly rate of pay for any time in which employee is off of work. All usual deductions will be taken from the applicable sick leave pay.

ARTICLE 16

LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENT:

16.1 Employees receiving workers' compensation wage loss benefits that have been released to light duty/temporary alternative duty assignment must inform their immediate supervisor or division head by 5:00 PM on the next work day after being released to work for light duty. Failing to notify the immediate supervisor or division head may subject the employee to suspension of workers' compensation wage loss benefits under the workers' compensation laws of Montana, and the employee may be subject to disciplinary action.

16.2 The light duty/temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating medical provider. The employee will be required to perform work throughout the CITY for which the employee may be capable and qualified.

At any time and at the discretion of the CITY, the injured employee may be required to submit to a medical examination by a medical provider selected by the CITY and at the CITY's expense.

ARTICLE 17

TEMPORARY ASSIGNMENTS:

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

ARTICLE 18

REST BREAK:

18.1 All employees shall be given one (1) paid, fifteen (15) minute rest period during each

four (4) hours of work, which will be taken by mutual agreement between the employee and the immediate supervisor in each department.

- 18.2 Sanitation & Street Divisions may combine the two break periods in order to take one thirty (30) minute break.

ARTICLE 19

HEALTH BENEFITS:

- 19.1 The CITY agrees to provide non-occupational health insurance coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.
- 19.2 A CITY health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the CITY's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the CITY's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.
- 19.3 If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.
- 19.4 It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the CITY that the Contribution be

excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the CITY's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the CITY.

- 19.5 The CITY contribution amount included in base wages for retirement enhancement purposes shall be capped at the current contribution rate of \$361.39 per biweekly paycheck.
- 19.6 Health premiums will be shared with the CITY paying 85 (eighty-five) percent of the premium and the Employee paying 15 (fifteen) percent of the premium.
- 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 liberty to make an independent selection of the insurance or indemnity carrier, including the option of partially or fully self-funding with no obligation to negotiate.

ARTICLE 20

SAFETY AND WELFARE:

- 20.1 The health and safety of employees shall be reasonably protected while in the service of the CITY. The CITY shall carry Industrial Accident Insurance or risk pooled indemnity

coverage on employees.

- 20.2 The CITY recognizes its commitment to the safety, welfare, and health of all employees and citizens. To accomplish this, the CITY shall comply with all current occupational safety, health and environmental laws mandated by Federal, State and local jurisdictions. The CITY agrees to establish a Safety Program following the guidelines of the Montana Safety Culture Act.
- 20.3 The City Commission, City Manager, department heads and supervisors are charged with the responsibility to actively support and enforce the safety and loss control policy of the CITY. In addition, they are to implement and enforce all safety management directives, standards, reporting requirements and procedures recommended by the CITY's Safety Committee. All employees are responsible for carrying out all safety procedures, practicing safe work habits in performance of duties, and reporting all unsafe conditions, actions, or procedures to their immediate supervisor for the purpose of preventing accidental loss to any person or property. The CITY agrees to hold monthly, or at a minimum, quarterly safety meetings for each division upon request.
- 20.4 The CITY will agree to pay for required DOT physicals by a medical provider of the CITY'S choosing. Employees must notify their supervisor to schedule physicals.

ARTICLE 21

SEVERANCE PAY:

Any regular employee who has completed the applicable probationary period and who shall be terminated by the CITY, except for just and sufficient cause for firing, shall be given fourteen (14) calendar days written notice of said termination or in lieu of said written notice, ten (10) working days computed at the employee's regular hourly rate of pay. Employees resigning

or voluntarily terminating employment with the CITY will give a minimum of fourteen (14) calendar days written notice; if they fail to do so, they will be considered terminated not in good standing and will not be eligible for rehire.

ARTICLE 22

POSTING OF STATE LAW:

All State Laws referred to in this AGREEMENT will be made available at the Human Resources Department in the Civic Center.

ARTICLE 23

JURY DUTY:

Employees will be excused from work under summons to serve as a juror or when subpoenaed to serve as a witness by the court system. Employees dismissed from jury duty prior to the end of a regular work shift are expected to either report to work or contact their supervisor for instructions. Employees choose one of these options concerning pay for court ordered service:

A. Employees will only be allowed to keep expense and mileage allowance paid; employees may not keep the juror fee paid by the court. Forward all fees received as a result of the service to the Department Head who will forward it to Human Resources. The fees are then credited against the employee's regular compensation.

-OR-

B. Charge court service against annual leave and keep the juror fee and any expense or mileage allowance paid to the employee by the court. Employees will be paid their normal paycheck and will be charged annual leave. Employees will keep all payments received from such service.

ARTICLE 24

LEAVE OF ABSENCE WITHOUT PAY:

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

ARTICLE 25

MEAL:

- 25.1 In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime he/she shall be provided or reimbursed \$15.00 for a meal by the CITY and be given a reasonable amount of time to eat the meal. Payment will be taxable and included in the employee's biweekly payroll check.
- 25.2 Employees called out after regular working hours or on scheduled days off will be provided with meals as follows: first meal after two (2) hours overtime, another meal after each additional five (5) hours of work.
- 25.3 Employees who are called out on weekends or on scheduled days off and are not given a minimum of one (1) hour to report shall be allowed meals as scheduled above. Employee will not be paid for time utilized to eat over one-half (½) hour.
- 25.4 For health purposes, all employees shall be provided clean up facilities prior to meals.
- 25.5 When applicable, Street & Sanitation Divisions employees will eat meals after the end of

the work shift. An additional one-half (1/2) hour will be paid with the meal allowance in accordance with the contract. Meals in this case may be taken at the employee's leisure.

ARTICLE 26

LONGEVITY:

- 26.1 For purposes of longevity only, time shall be computed and start July 1, 1970, and the following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated.
- 26.2 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</u>
After 10 years through the end of the 15th year	\$ 20.00 per month
After 15 years through the end of the 20th year	\$ 40.00 per month
After 20 years through the end of the 25th year	\$ 60.00 per month
After 25 years through the end of the 30th year	\$ 80.00 per month
After 30 years	\$100.00 per month

- 26.3 Earned longevity pay will be paid to eligible employees and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months. Longevity pay will be paid in a separate check to the employee and subject to regular taxes and withholdings.

ARTICLE 27

NON-DISCRIMINATION POLICY:

The UNION and the CITY agree to cooperate in a Non-Discrimination 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,

public assistance status, or any other status protected by Federal or State law. The CITY shall not discriminate against any employee for his/her political beliefs or their involvement in political actions.

ARTICLE 28

WAIVER AND AMENDMENT CLAUSE:

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

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

ARTICLE 29

SAVINGS CLAUSE:

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

ARTICLE 30

DURATION:

This AGREEMENT shall continue in full force and effect until June 30, 2023.

Thereafter, the AGREEMENT shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to June 30, 2023 or sixty (60) days prior to the end of any twelve (12) months effective period either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this AGREEMENT. In this event, the parties shall attempt to reach an agreement with respect to the proposed change(s), and at least forty-five (45) days prior to the expiration date of the AGREEMENT, meetings to consider such changes be held by the parties.

ARTICLE 31

JOB RECLASSIFICATION:

The UNIONS have the right to individually, by Craft, fill out the appropriate forms supplied by the CITY to request a review of their respective craft's classifications, on a position by position basis. Blanket or all inclusive positions will not be accepted or considered.

The UNIONS have the right to present any/all information during such process and will be afforded the opportunity to respond to any questions, as deemed necessary. The participating Craft will be notified, in writing, of the CITY's decision and rationale.

ARTICLE 32

EVENTS MAINTENANCE WORKERS:

- 32.1 A regular work day for the regular, full-time Maintenance Worker I position in the Events division of Administration may consist of ten (10) hours. In such instance, overtime will be paid after ten (10) hours per day or after forty (40) straight time hours per work week. The regular work week will consist of forty (40) hours.
- 32.2 The shift schedule will be posted at least five (5) days prior to the end of the month for the work in the following month.

ARTICLE 33

COMMITTEES:

- 33.1 An employee representative from the Crafts Council will be invited to attend the Health Insurance Committee meetings as a non-voting member. The Crafts Council will notify the CITY of its official Health Insurance Committee representative.

ARTICLE 34

WATER PLANT WORK WEEK DEFINITION AND CALLOUT PROCEDURE:

- 36.1 The work week for the Water Treatment Plant Operator I and II positions will begin each Sunday at 12:00 a.m. and continue until the following Saturday at 11:59 p.m. The work week will not change when the Operator is working the Utility shift.
- 36.2 When an Operator is unable to work their assigned shift, and that shift falls on a Saturday or Sunday, attempts will be made to contact all of the Operators that are on days off including the Operator on days off prior to an Operating shift and the Operator(s) on days off prior to a Utility shift.

Operators will be contacted in seniority order and asked to fill the shift. When an Operator fills a shift in this situation, and that shift is on their normal day off, the Operator will be given the choice of taking a different day off during the same work week, if the Plant work schedule allows. Overtime and/or callout pay for this shift will be in accordance with the UNION contract, State and Federal requirements.

This procedure only applies to short duration events (i.e., only one or two shifts will need to be filled) or events of unknown duration (i.e., if it is not clear that an Operator will be away from work for more than one or two shifts).

Crafts Schedule A as of 7/1/21

Union	Job Title	New Hire Step 1	6 months Step 2	12 months Step 3	Employees Grandfathered
CARPENTERS	Carpenter	22.36	23.50	24.63	
LABORERS	Arborist	17.63	18.56	19.49	
Pension \$2.00 plus \$1.93 to Pension Rehab Effective 9/1/19 per LOU #10	Arborist, Senior	18.42	19.39	20.36	
	Customer Service Rep.	19.15	20.16	21.17	
	Facility Foreman	22.27	23.40	24.52	
	Facility Worker	17.91	18.85	19.80	
	Forestry Foreman	22.27	23.40	24.52	
	Irrigation Specialist	18.42	19.39	20.36	
	Maintenance Worker I (L)	17.63	18.56	19.49	
	Meter Mechanic	18.42	19.39	20.36	
	Meter Reader	17.63	18.56	19.49	
No increase to pension other than rehab	Park Maintenance Mechanic	18.42	19.39	20.36	
	Parks Foreman	22.27	23.40	24.52	
	Parks/Golf Maintenance Worker I	17.63	18.56	19.49	
	Parks/Golf Maintenance Worker II	18.42	19.39	20.36	
	Pool Specialist	19.15	20.16	21.17	
	Inventory Control Specialist (L)	18.42	19.39	20.36	
	Traffic Specialist (L)	18.28	19.24	20.20	
	Utility Foreman I	21.36	22.43	23.50	
	Utility Foreman II	22.27	23.40	24.52	
	Utility Maintenance Work I (L)	17.63	18.56	19.49	
	Utility Maintenance Work II (L)/Pipelayer	19.15	20.16	21.17	
	Trails Coordinator	22.27	23.40	24.52	
	Temporary Irrigator			14.57	
	Temporary Laborer			17.71	
Machinists	Master Mechanic	20.32	21.38	22.44	
Pension total \$3.20/hr, \$1.16 to pension rehab effective 5/31/20	Vehicle Services Mechanic (M)	19.34	20.34	21.35	
	Water Plant Machinist/Fabricator	20.32	21.38	22.44	
	Plant Maintenance Mechanic Foreman	22.81	23.95	25.09	
	Vehicle Maintenance Foreman	22.81	23.95	25.09	
Machinist deferred \$.20 to increase pension 7/1/2019 in lieu of wages					
Operators	Custodian I	16.00	16.82	17.63	19.60
Pension total \$3.65/hr effective 7/1/20	Custodian II	16.25	17.09	17.92	20.04
	Custodian, Senior	16.81	17.67	18.53	20.50
	Civil Engineering Technician	21.64	22.71	23.78	
	Environmental Compliance Technician	21.64	22.71	23.78	
	Foreman I	21.64	22.71	23.78	
	Foreman II	22.56	23.68	24.80	
Operators deferred .15 to increase pension 7/1/20 - pension contribution in lieu of wages	Maintenance Worker II (O)	19.03	20.01	21.00	
	Vehicle Services Mechanic (O)	19.07	20.05	21.04	
	Vehicle Services Foreman	21.64	22.71	23.78	
	Traffic Specialist (O)	18.56	19.52	20.48	
	Water Plant Operator I	19.18	20.18	21.17	
	Water Plant Operator II	20.04	21.08	22.12	
	Master Mechanic	20.07	21.11	22.15	
	Quality Control Technician/Foreman II	22.56	23.68	24.80	
	Stormwater Environmental Compliance Techn	21.64	22.71	23.78	
Teamsters	Vehicle Services Technician	18.36	19.31	20.25	
Pension total \$3.50/hr effective 7/1/20	Maintenance Work I - Street	18.31	19.25	20.18	
	Maintenance Worker II - Sanitation	18.43	19.38	20.32	
	Inventory Control Specialist (T)	18.69	19.65	20.61	
	Utility Maintenance Worker I (T)	18.31	19.25	20.18	
Teamsters deferred .15 to increase pension 7/1/20 - pension contribution in lieu of wages	Utility Maintenance Worker II (T)	19.58	20.59	21.60	
	Vehicle Services Attendant	14.66	15.40	16.13	18.14
	Foreman I - Sanitation	21.79	22.86	23.93	
	Foreman II - Sanitation	22.71	23.83	24.95	
	Equipment Maintenance Technician	18.07	18.99	19.92	

Crafts Schedule A as of 7/1/22

Union	Job Title	New Hire Step 1	6 months Step 2	12 months Step 3	Employees Grandfathered
CARPENTERS	Carpenter	22.96	24.10	25.23	
LABORERS	Arborist	18.23	19.16	20.09	
Pension \$2.00 plus \$1.93 to Pension Rehab Effective 9/1/19 per LOU #10	Arborist, Senior	19.02	19.99	20.96	
	Customer Service Rep.	19.75	20.76	21.77	
	Facility Foreman	22.87	24.00	25.12	
	Facility Worker	18.51	19.45	20.40	
	Forestry Foreman	22.87	24.00	25.12	
	Irrigation Specialist	19.02	19.99	20.96	
	Maintenance Worker I (L)	18.23	19.16	20.09	
	Meter Mechanic	19.02	19.99	20.96	
	Meter Reader	18.23	19.16	20.09	
No increase to pension other than rehab	Park Maintenance Mechanic	19.02	19.99	20.96	
	Parks Foreman	22.87	24.00	25.12	
	Parks Maintenance Worker I	18.23	19.16	20.09	
	Parks Maintenance Worker II	19.02	19.99	20.96	
	Pool Specialist	19.75	20.76	21.77	
	Inventory Control Specialist (L)	19.02	19.99	20.96	
	Traffic Specialist (L)	18.88	19.84	20.80	
	Utility Foreman I	21.96	23.03	24.10	
	Utility Foreman II	22.87	24.00	25.12	
	Utility Maintenance Work I (L)	18.23	19.16	20.09	
	Utility Maintenance Work II (L)/Pipelayer	19.75	20.76	21.77	
	Trails Coordinator	22.87	24.00	25.12	
	Temporary Irrigator			15.17	
	Temporary Laborer			18.31	
Machinists	Master Mechanic	20.92	21.98	23.04	
Pension total \$3.20/hr, \$1.16 to pension rehab effective 5/31/20	Vehicle Services Mechanic (M)	19.94	20.94	21.95	
	Water Plant Machinist/Fabricator	20.92	21.98	23.04	
	Plant Maintenance Mechanic Foreman	23.41	24.55	25.69	
	Vehicle Maintenance Foreman	23.41	24.55	25.69	
Machinist deferred \$.20 to increase pension 7/1/19 - in lieu of wages					
Operators	Custodian I	16.60	17.42	18.23	20.20
Pension total \$3.65/hr effective 7/1/20	Custodian II	16.85	17.69	18.52	20.64
	Custodian, Senior	17.41	18.27	19.13	21.10
	Civil Engineering Technician	22.24	23.31	24.38	
	Environmental Compliance Technician	22.24	23.31	24.38	
	Foreman I	22.24	23.31	24.38	
	Foreman II	23.16	24.28	25.40	
Operators deferred .15 to increase pension 7/1/20 - pension contribution in lieu of wages	Maintenance Worker II (O)	19.63	20.61	21.60	
	Vehicle Services Mechanic (O)	19.67	20.65	21.64	
	Vehicle Services Foreman	22.24	23.31	24.38	
	Traffic Specialist (O)	19.16	20.12	21.08	
	Water Plant Operator I	19.78	20.78	21.77	
	Water Plant Operator II	20.64	21.68	22.72	
	Master Mechanic	20.67	21.71	22.75	
	Quality Control Technician/Foreman II	23.16	24.28	25.40	
	Stormwater Environmental Compliance Tech	22.24	23.31	24.38	
Teamsters	Vehicle Services Technician	18.96	19.91	20.85	
Pension total \$3.50/hr effective 7/1/20	Maintenance Work I - Street	18.91	19.85	20.78	
	Maintenance Worker II - Sanitation	19.03	19.98	20.92	
	Inventory Control Specialist (T)	19.29	20.25	21.21	
	Utility Maintenance Worker I (T)	18.91	19.85	20.78	
Teamsters deferred .15 to increase pension 7/1/20 - pension contribution in lieu of wages	Utility Maintenance Worker II (T)	20.18	21.19	22.20	
	Vehicle Services Attendant	36 15.26	16.00	16.73	18.74
	Foreman I - Sanitation	22.39	23.46	24.53	
	Foreman II - Sanitation	23.31	24.43	25.55	
	Equipment Maintenance Technician	18.67	19.59	20.52	

SCHEDULE B

CITY OF GREAT FALLS,
MONTANA

CITY OF GREAT FALLS
PUBLIC EMPLOYEES CRAFT COUNCIL

SPECIAL CONDITIONS

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

1. SHIFT DIFFERENTIAL: Employees who are required to work by the CITY during hours outside the day shift as designated by that employee's department, shall be paid in addition to the regular hourly wage, a shift differential of one dollar (\$1.00) per hour for the evening shift and one dollar and twenty-five cents (\$1.25) per hour for the midnight to morning shift. Employees assigned to special work schedules that cover a portion of both the evening and midnight shifts will be paid the appropriate shift differential for the number of hours on each shift. Employees will only be paid the shift differential for actual hours worked that shift.

For Street Division employees who work four (4) or more hours during a shift which is paid a differential and starting at 4:00 a.m., said employees shall receive the differential for all hours worked that shift.

2. UNION PENSION PLAN: The CITY agrees to pay directly to any pension plan designated by any of the UNIONS that are a party to this AGREEMENT an amount specified by the UNION for all hours compensated for by the CITY. This payment shall be in lieu of an equal amount of base pay. UNION pension contribution amounts are noted on Schedule A. It is understood that the Program for Enhanced Early Requirement (PEER) contributions are not taken into consideration for benefit accrual purposes under the Pension Plan according to policies of the Western Conference of

- Teamsters Pension Trust. Also, the PEER rate must always be 6.5% of the basic pension rate and may not be decreased or discontinued.
3. LEAD WORKER: A lead worker, designated by the CITY, shall be paid one dollar (\$1.00) per hour over the regular hourly rate of pay.
 4. UNIFORMS: The CITY will provide two (2) new uniforms at the time of hire for Water Meter Readers, Head and Assistant Head Stationary Engineers and Custodians assigned to the Planning and Community Development Department and will replace them as needed within thirty (30) days provided that the employee shows proof of need and surrenders the old uniform upon replacement, not to exceed four (4) uniforms in any twelve (12) month period. A uniform shall consist of that clothing designated as necessary by department. Said uniforms shall be worn only during normal work hours.
 5. APPRENTICESHIP: It is agreed that if the CITY should, in the future, seek to institute an apprenticeship plan, the parties hereto will negotiate an apprenticeship agreement which recognizes and includes the Federal Apprenticeship Standards. When the apprenticeship agreement has been negotiated and agreed to by the parties, it shall be attached hereto and made a part of this AGREEMENT. In the establishment of an apprenticeship program, no rules will be adopted which conflict with the terms of this collective bargaining agreement.
 6. Employees shall be covered by the Montana Public Employees Retirement System as provided by State Law.
 7. SPECIAL CONDITIONS - SANITATION DIVISION:
 - A. Holiday Pick Up: There will be no refuse collection scheduled on the following holidays, except in an emergency situation: New Year's Day, Labor Day, and

Christmas Day.

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

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

9. TEMPORARY (SEASONAL) LABOR CLASSIFICATION: There will be two temporary (seasonal) labor classifications (see Schedule A):

The following will apply to these classifications:

- A. No pension contribution will be made for employees hired to work in these classifications after April 1, 2002.
- B. Classifications established for Park and Recreation and Public Works Departments.
- C. An employee may be assigned under this classification for any period of time up to nine (9) months without concurrence of the UNION. The Temporary (Seasonal) Laborers will be notified in writing at the time of their termination of their eligibility for re-hire. It will be the employee's responsibility to make

application with the CITY and maintain current address and phone number.

- D. Employees in these classifications shall be able to take vacation/annual leave described in Article 14.
- E. Employees in this classification assigned to the Public Works Department may perform weed control with non-riding equipment, snow removal by hand shoveling/non-riding equipment.

SCHEDULE C

Letters of understanding existing and current as of the date of this AGREEMENT, and attached hereto.

1. Addendum to Collective Bargaining Agreement (Laborers Pension Fund) dated June 5, 2019.
2. Email agreement dated October 6, 2014 regarding shift differential for Park and Recreation Department employees.
3. IAM National Pension Fund Preferred Schedule dated May 31, 2019.

IN WITNESS WHEREOF, the UNION and the CITY have caused this AGREEMENT to be executed in their names by the duly authorized representatives at Great Falls, Montana, this ____ day of _____, 2023.

FOR THE CITY OF GREAT FALLS:

FOR THE UNIONS:

Greg Doyon, City Manager

Construction and General
Laborers #1686

ATTEST:

Operating Engineers #400

Lisa Kunz, City Clerk

International Association of Machinists
District W24, Local #88

(SEAL OF CITY)

Reviewed for Legal Content:
Sara R. Sexe, City Attorney

Teamsters #2

PNWRC of Carpenters



Commission Meeting Date: July 6, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10421 – Set the public hearing to amend Resolution 10096 (Conditional Use Permit (CUP)) to allow Helena Agri-Enterprises, LLC, 6201 18th Ave N, periodic storage of Anhydrous Ammonia (NH₃) onsite in order to manufacture Ammonium Polyphosphate (APP).

From: Erin Borland, Planner III, Planning and Community Development Department

Initiated By: Helena Agri-Enterprises, LLC

Presented By: Craig Raymond, Director, Planning and Community Development Department

Action Requested: City Commission set Resolution 10421 for public hearing on August 3, 2021.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) Resolution 10421 for a public hearing on August 3, 2021.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: At the conclusion of a public hearing held on June 22, 2021, the Zoning Commission recommended that the City Commission approve the applicant’s request for a modification to the existing conditional use permit. Additionally, staff recommends approval of the proposed modification with the following conditions:

Conditions of Approval:

- 1. Modifications:** It is understood that minor changes are often necessary during the development and operation of a conditional use. The Administrator (the Administrator is the City employee assigned by the City Manager to administer conditional uses) is hereby authorized to permit minor changes, as provided below.
- 2. Substantial Change.** Substantial changes are not permitted. A new public review and permitting process will be required for such changes. ‘Substantial Change’ is defined here in order to clarify the contrasting term, ‘Minor Change.’ A substantial change changes the permitted use; the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000

square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); the location, extent, or design of any required public improvement, except where a minor change is approved by the Director of Public Works and the Administrator; the approved number of lots, buildings, structures or units; or the size of any lot, building, or structure by more than 10% (a smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change).

3. **Changes in Use.** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly limited. A significant change in the type or level of activity, including changes in the number of employees or operating hours, or changes in the types of materials present on the site, may void the conditional use permit. Proposed changes shall be submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.
4. **Expiration:** The amendment to conditional use permit shall expire one (1) year after the date of issuance, if the operation has not been established for the applicant's request. The Administrator may extend the expiration date by up to one year if substantial work is ongoing.
5. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
6. **Chemicals:** The applicant shall not handle or store ammonium nitrate at this site.
7. **Emergency Management Plan:** An Emergency Management Plan shall be updated and approved by the Great Falls Fire Department before the amendment to allow the chemical can take place. This plan shall be reviewed annually at the time the applicant renews its Safety Inspection Certificate (SIC) and revised as necessary to ensure compliance with the City's adopted fire code and other applicable regulations.
8. **Spill Prevention and Control Plan:** The applicant shall review and update if necessary the Spill Prevention and Control Plan, in accordance with the requirements under OCCGF 13.12.080.G.3 to the Director of Public Works for review and approval before the amendment to the Conditional Use Permit can take place.
9. **Industrial Wastewater Survey:** The applicant shall provide an updated Industrial Wastewater Survey to the Director of Public Works for review and approval as product inventory changes.
10. **Acceptance of Conditions:** The amendment will not go into effect until the applicant acknowledges in writing that it has received, understands, and agrees to comply with these conditions of approval.

Background:

On October 2, 2012, the City Commission adopted Resolution 9993 for annexation and Ordinance 3097 to assign the PUD zoning classification to AgriTech Park Addition. The entire AgriTech Park measures roughly 196.549 acres, in which roughly 193.684 acres are proposed to be industrial lots. The applicant, Helena Agri-Enterprises, LLC (Helena Chemical), is a national fertilizer company which has been in operation since 1957 and has been established in Great Falls at AgriTech Park on Lot 3A since 2016.

Helena Agri-Enterprises, LLC receives large quantities of dry and liquid fertilizer from rail and truck, then will mix, blend, repack, store, and redistribute large quantities of fertilizer to farmers across Montana. The type of product redistributed depends on the specific need from each individual farmer.

Conditional Use Permit

Chapter 20 of Title 17 of the Official Code of the City of Great Falls (OCCGF) requires a Conditional Use process before permitting a land use proposal that involves the handling of hazardous materials, among other potentially dangerous or offensive activities. Specifically, Section 17.20.3.060 states, “a permitted land use that emits air contaminants or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance.” Due to this code requirement, a Conditional Use Permit was required when Helena Chemical requested to establish their operation on Lot 3A of Agri-Tech Park. The City Commission approved the CUP on March 17, 2015 by adopting Resolution 10096. The applicant then proceeded with the building permit process and completed all items required including the Conditions of Approval for the CUP.

During the 2015 CUP review process, Staff identified two chemicals as not being permitted to be brought into the facility, ammonium nitrate and anhydrous ammonia. The caution at the time was related to the flammable nature of these chemicals. However, Staff has recently been contacted by the applicant requesting that the CUP be modified to allow anhydrous ammonia because of the need to supply ammonium polyphosphate (APP) to local farmers. The amendment requested will allow Helena Chemical to periodically store anhydrous ammonia (NH₃) onsite in order to manufacture ammonium polyphosphate (APP). The storage proposed will require rail cars or trucks to be staged on the existing rail line or facility for approximately two weeks. A truck mounted blending unit will be utilized to process the estimated 180,000 gallons of finished APP and will use all the anhydrous ammonia stored in the rail cars or trucks in approximately twenty-four hours. The rail cars or trucks will be connected to the vessels and attached to the blending unit by hose. The ammonia will be discharged from the unit by hose to existing plumbing and tanks. Helena Chemical anticipates the blending operation will be needed two times per calendar year. The NH₃ will be transported by four rail cars (16 trucks) and involve usage of approximately 60,000 gallons of water.

Staff from various departments, including Fire Rescue staff, have reviewed the proposal and find that this amendment is a reasonable modification of the 2015 CUP. The Staff recommendation is based on the ongoing efforts that Helena Agri-Enterprises, LLC has taken over the years to ensure safety in their chemical handling processes. Additionally, the specific process proposed minimizes risk because the anhydrous ammonia is connected directly from its transport container to the on-site mixing tank. Staff's recommendation contains several conditions in order to ensure that current safety measures in place are kept up to date.

The basis for decision for a conditional use permit is listed in OCCGF §17.16.36.040. The Zoning Commission's recommendation and the City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, Zoning Commission recommendation, or additional information demonstrates that the decision of the City Commission shall at a minimum consider the criteria which are attached as Findings of Fact - Conditional Use.

Neighborhood Council Input:

The subject property is located in Neighborhood Council #4. City Staff as well as a representative from Helena Agri-Enterprises LLC attended the June 24, 2021 meeting and presented information to the Council. The Council voted in favor of the project.

Fiscal Impact:

Approval of the Conditional Use Permit will allow the applicant to continue their current operations and add a much needed element to their inventory for farmers in Montana at no fiscal impact to the City.

Alternatives:

The City Commission could decline to set the public hearing for Resolution 10421 for the conditional use permit. Due process normally requires that the City Commission schedule public hearings to hear requests of this type.

Concurrences:

Representatives from City's Public Works and Fire Departments have been involved with the review process of this application. All comments have been taken into consideration for the recommendation and conditions of the project.

Attachments/Exhibits:

- Location Map
- Zoning Map
- Resolution 10421
- Findings of Fact/Basis of Decision – Conditional Use Permit
- Applicants Narrative
- Site Exhibit
- Resolution 10096

RESOLUTION 10421

A RESOLUTION AMENDING RESOLUTION 10096 (CONDITIONAL USE PERMIT) TO ALLOW THE TEMPORARY STORAGE OF ANHYDROUS AMMONIA ONSITE AT A PARCEL OF LAND ADDRESSED AS 6201 18TH AVENUE NORTH, GREAT FALLS, MONTANA.

* * * * *

WHEREAS, Helena Agri-Enterprises, LLC, f/k/a Helena Chemical Company, has petitioned the City of Great Falls to approve an amendment to an existing Conditional Use Permit to allow the temporary storage of Anhydrous Ammonia onsite at 6201 18th Avenue North (subject property) in order to manufacture Ammonium Polyphosphate; and

WHEREAS Section 17.20.3.060 of the Official Code of the City of Great Falls (OCCGF) states, “a permitted land use that emits air contaminates or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance.”; and

WHEREAS, the proposed modification to the existing Conditional Use Permit upon the subject property meets the Basis of Decision requirements in the OCCGF Section 17.16.36.040; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on June 22, 2021, to consider said amendment to the existing Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending the City Commission approve the amendment to the existing Conditional Use Permit (CUP) to allow Helena Agri-Enterprises, LLC, to temporarily store Anhydrous Ammonia onsite at 6201 18th Avenue North in order to manufacture Ammonium Polyphosphate, subject to the following conditions:

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT

1. **Modifications:** It is understood that minor changes are often necessary during the development and operation of a conditional use. The Administrator (the Administrator is the City employee assigned by the City Manager to administer conditional uses) is hereby authorized to permit minor changes, as provided below.
2. **Substantial Change.** Substantial changes are not permitted. A new public review and permitting process will be required for such changes. ‘Substantial

Change’ is defined here in order to clarify the contrasting term, ‘Minor Change.’ A substantial change changes the permitted use; the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); the location, extent, or design of any required public improvement, except where a minor change is approved by the Director of Public Works and the Administrator; the approved number of lots, buildings, structures or units; or the size of any lot, building, or structure by more than 10% (a smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change).

3. **Changes in Use.** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly limited. A significant change in the type or level of activity, including changes in the number of employees or operating hours, or changes in the types of materials present on the site, may void the conditional use permit. Proposed changes shall be submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.
4. **Expiration:** The amendment to conditional use permit shall expire one (1) year after the date of issuance, if the operation has not been established for the applicant’s request. The Administrator may extend the expiration date by up to one year if substantial work is ongoing.
5. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
6. **Chemicals:** The applicant shall not handle or store ammonium nitrate at this site.
7. **Emergency Management Plan:** An Emergency Management Plan shall be updated and approved by the Great Falls Fire Department before the amendment to allow the chemical can take place. This plan shall be reviewed annually at the time the applicant renews its Safety Inspection Certificate (SIC) and revised as necessary to ensure compliance with the City’s adopted fire code and other applicable regulations.
8. **Spill Prevention and Control Plan:** The applicant shall review and update if necessary the Spill Prevention and Control Plan, in accordance with the requirements under OCCGF 13.12.080.G.3 to the Director of Public Works for review and approval before the amendment to the Conditional Use Permit can take place.

9. Industrial Wastewater Survey: The applicant shall provide an updated Industrial Wastewater Survey to the Director of Public Works for review and approval as product inventory changes.

10. Acceptance of Conditions: The amendment will not go into effect until the applicant acknowledges in writing that it has received, understands, and agrees to comply with these conditions of approval.

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing to consider said application, and considered the comments and recommendations made by the Zoning Commission.

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

That an amendment to the existing Conditional Use Permit be granted to Helena Agri-Enterprises, LLC, f/k/a Helena Chemical Company, at the subject property located at 6201 18th Avenue North, Great Falls, Montana, conditioned upon the owner complying with the conditions listed herein.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the OCCGF Section 17.16.36.090, the permit shall be considered a covenant that runs with the land and shall be binding on all subsequent property owners. Additionally, pursuant to OCCGF Section 17.16.36.100, the Conditional Use Permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion. If the Conditional Use is established, but ceases to operate for more than six (6) months, the Conditional Use Permit shall expire.

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on August 3, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

RESOLUTION 10096

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE HANDLING OF HAZARDOUS SUBSTANCES ON THE PROPERTIES ADDRESSED AS 6201 AND 6301 18TH AVENUE NORTH, AND LEGALLY DESCRIBED AS LOTS 3 AND 4, AGRITECH PARK ADDITION, SW ¼ AND SE ¼ OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA.

* * * * *

WHEREAS, Helena Chemical Company, has petitioned the City of Great Falls for a Conditional Use Permit to allow for the handling of hazardous substances on the properties legally described as Lots 3 and 4, AgriTech Park Addition, SW ¼ and SE ¼ of Section 34, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana; and,

WHEREAS, the subject property is presently zoned PUD Planned unit development with an underlying I-2 Heavy industrial district wherein the handling of hazardous substances is permitted upon processing and approval of a Conditional Use Permit; and,

WHEREAS, the proposed Conditional Use Permit for the handling of hazardous substances on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on February 24, 2015 to consider said Conditional Use Permit application, and at the conclusion of said hearing passed a motion recommending a Conditional Use Permit be granted for the properties addressed as 6201 and 6301 18th Avenue North and legally described as Lots 3 and 4, AgriTech Park Addition, SW ¼ and SE ¼ of Section 34, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, to allow for the

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Cascade County, Rina Ft Moore - Clerk & Recorder



handling of hazardous substances on a portion of the site, subject to the following conditions:

General

1. **Approved Plans and Conditions:** Failure to build and/or operate the conditional use in accord with the approved plans and these conditions of approval is a violation of the OCCGF, subject to the penalties provided for such violations and/or to civil process to compel the correction of violations.
2. **Modifications:** It is understood that minor changes are often necessary during the development and operation of a conditional use. The Administrator (the Administrator is the City employee assigned by the City Manager to administer conditional uses) is hereby authorized to permit minor changes, as provided below.
 - a. **Revised Plans.** Before making changes, the applicant must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made is a violation of the OCCGF. The Administrator shall respond to all proposed changes within five (5) business days.
 - b. **Dimensional Changes.** Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided that they do not result in a violation of the Conditions of Approval or the OCCGF.
 - c. **Materials Changes.** Based on a review of the revised plans, the Administrator may permit substitutions for proposed building materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.
 - d. **Public Works Changes.** Minor changes in the location and specifications of the required public improvements may be permitted. Revised plans showing such changes must be referred to and accepted by the Director of Public Works before being permitted by the Administrator.
 - e. **Substantial Change.** Substantial changes are not permitted. A new public review and permitting process will be required for such changes. 'Substantial Change' is defined here in order to clarify the contrasting term, 'Minor Change.' A substantial change changes the permitted use; the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); the location, extent, or design of any required public improvement, except where a minor change is approved by the Director of Public Works and the Administrator; the approved number of lots, buildings, structures or units; or the size of any lot, building, or structure by more than 10% (a smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change).
 - f. **Changes in Use.** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly limited. A significant change in the type or level of activity, including changes in the

number of employees or operating hours, or changes in the types of materials present on the site, may void the conditional use permit. Proposed changes shall be submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.

Planning

3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Conditional Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.
4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
5. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
6. **Outdoor Lighting:** An outdoor lighting plan shall be submitted to the Administrator for review and approval based on its compliance with the Land Development Code (Title 17, Chapter 40 of the OCCGF) and the outdoor lighting requirement of Ordinance 3097.
7. **Landscaping:** A landscape plan shall be submitted to Administrator for review and approval based on its compliance with Title 17, Chapter 40 of the City of Great Falls Land Development Code and the landscaping requirements of Ordinance 3097.
8. **Dust Control:** Prior to start of construction, including any earthwork, except for boring and drilling for soil samples, the applicant shall provide two separate Litter and Dust Control Plans: one that applies during construction and one for post-construction operations. The Litter and Dust Control Plan shall be reviewed and approved by the Director of Planning and Community Development.
9. **Platting:** Prior to issuance of building permits, an Amended Plat aggregating lots 3 and 4 of AgriTech Park Addition in the SW ¼ and SE ¼ of Section 34, Township 21 North, Range 4 East, P.M.M., Cascade County, MT., shall be submitted for review to the Planning and Community Development Department and be recorded by Cascade County Clerk and Recorder.
10. **Chemicals:** The applicant shall not handle or store ammonium nitrate or anhydrous ammonia at this site.

Building

11. **Building Plans:** The applicant shall provide a full set of building plans that includes, but not limited to, architectural plans to the Planning and Community

Development Department for review and approval, prior to the issuance of building permits.

Fire

12. **Building Plans:** The applicant shall provide a full set of building plans for review and approval by the Great Falls Fire Department before zoning or building permits are issued by the Administrator.
13. **Emergency Management Plan:** An Emergency Management Plan shall be approved by the Great Falls Fire Department before the Administrator issues a Certificate of Occupancy. This plan shall be reviewed annually at the time the applicant renews its Safety Inspection Certificate (SIC) and revised as necessary to ensure compliance with the City's adopted fire code and other applicable regulations.

Public Works

14. **Civil Plans:** The applicant shall provide a full set of civil plans for review and approval by the Director of Public Works before zoning or building permits are issued by the Administrator. The applicant will provide a full set of as-built plans to the Director of Public Works within 90 days after completion of the approved work.
15. **Water and Sewer:** The civil plans shall be accompanied by estimates of the project's demand for water, including fire flows, domestic and industrial water demand, and wastewater discharge amounts.
16. **Initial Compliance On and Off Site Civil:** Developer or Applicant shall submit for review to the Public Works Department any plans, specification and design report for any proposed on/off site public utilities not previously reviewed by Public Works and/or the Montana Department of Environmental Quality. Also, the site civil plans shall be submitted to the Public Works Department for review.
17. **Stormwater:** A Stormwater Management Plan and Report that is in full compliance with the OCCGF, the City's Storm Drainage Design Manual, and the additional requirements of Ordinance 3097 and the Revised Annexation and Improvement Agreement for the AgriTech Park shall be submitted to the Director of Public Works for review and approval before zoning or building permits are issued by the Administrator. The Developer shall secure any required Montana Pollutant Discharge Elimination System (MPDES) Stormwater Discharge Permit(s) associated with construction and industrial activities.
18. **Spill Prevention and Control Plan:** The applicant shall provide a Spill Prevention and Control Plan, in accordance with the requirements under OCCGF 13.12.080.G.3 to the Director of Public Works for review and approval before issuance of Certificate of Occupancy by the Administrator.
19. **Industrial Wastewater Survey:** The applicant shall provide an annually updated Industrial Wastewater Survey to the Director of Public Works for review and approval as product inventory changes.

20. **Stormwater Pollution Prevention Plan:** The applicant shall provide a Stormwater Pollution Prevention Plan (SWPPP) to the Director of Public Works for review and approval before zoning or building permits are issued by the Administrator, that meets the requirements of the Montana Department of Environmental Quality Multi-Sector General permit for Storm Water Discharges Associated with Industrial Activity (MTR000000) set forth in parts 3 (Special Conditions) of that permit.

Acknowledgement

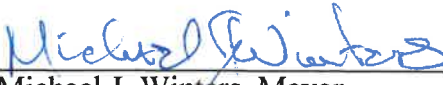
21. **Acceptance of Conditions:** No zoning or building permit shall be issued until the applicant acknowledges in writing that it has received, understands, and agrees to comply with these conditions of approval.

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

That a Conditional Use Permit be granted at the properties addressed as 6201 and 6301 18th Avenue North to allow the handling of hazardous substances, conditioned upon the owner complying with the said conditions; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective immediately upon its passage and approval.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on March 17, 2015.



Michael J. Winters, Mayor

ATTEST:


Lisa Kunz, City Clerk

(SEAL OF CITY

APPROVED FOR LEGAL CONTENT


Sara R. Sexe, City Attorney



Location Map



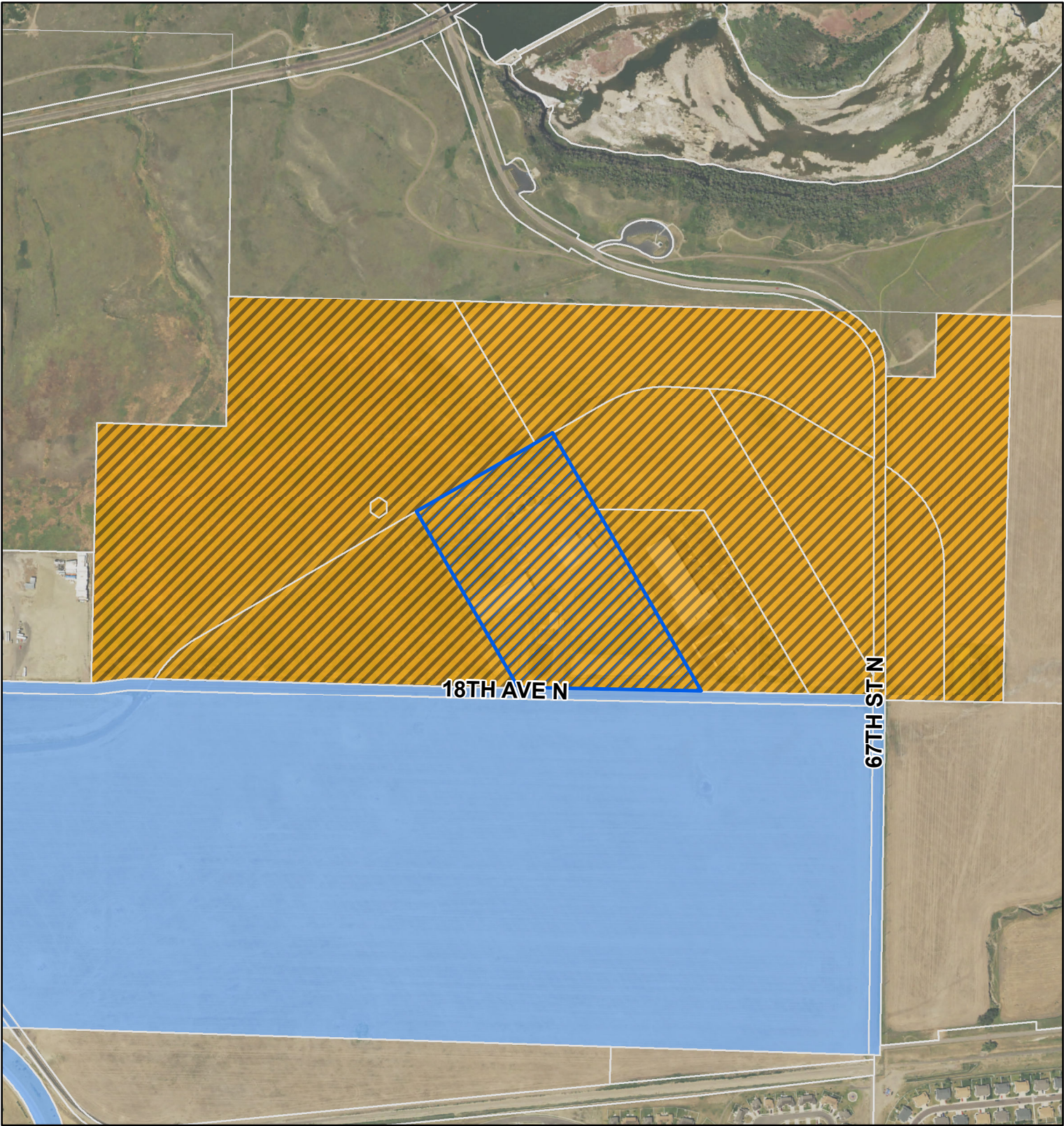
Subject Property

0 350 700 1,400 Feet

Date: 6/17/2021
Drawn By: Planning



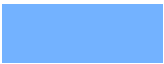
Zoning Map



Subject Property



PUD Planned Unit Development



I-2 Heavy Industrial

0 350 700 1,400 Feet

Date: 6/17/2021
Drawn By: Planning



CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting to modify the existing Conditional Use Permit (CUP) for Helena Agri-Enterprises, LLC at 6201 18th Ave N to allow the temporary storage of anhydrous ammonia (NH₃) onsite in order to manufacture ammonium polyphosphate (APP).

PRIMARY REVIEW CRITERIA:

The basis for decision for a conditional use permit is listed in OCCGF §17.16.36.040. The Zoning Commission's recommendation and the City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, Zoning Commission recommendation, or additional information demonstrates that the decision of City Commission shall at a minimum consider the following criteria:

1. The zoning and conditional use is consistent with the City's Growth Policy and applicable neighborhood plans, if any.

The proposed conditional use is consistent with the overall intent and purpose of the 2013 City of Great Falls Growth Policy Update. This project and amendment is strongly supported by the Economic and Physical portions of the Growth Policy.

- Eco 3.4: Continue efforts to expand, retain and attract new business to Great Falls.
- Phy 4.2: Implement the City's land use codes to protect the health, safety and welfare of its residents.

Helena Agri-Enterprises LLC, came to Great Falls as a new company and have established themselves in the Agri-Tech Industrial Park. The requested CUP modification to allow anhydrous ammonia will allow for a small expansion of product for the company, and their continued success in this area in turn can attract additional industrial businesses to the park. Additionally, requiring the applicant to go through the conditional use permit process for the modification gives the City the ability to review the modification with the intent to protect the health, safety and welfare the community.

2. The establishment, maintenance or operation of the conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.

The CUP allows the City to review the modification and place appropriate conditions on the specific project to help mitigate or reduce the total off-site impacts a project may have on the surrounding properties and environment. The conditions listed under the Conditions of Approval apply specific measures to protect the health, safety, and general welfare of the public.

3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The proposed project is within an approved industrial park that was designed to accommodate heavy industrial uses. The surrounding properties have similar heavy industrial uses. The

modification will meet all the development standards in the PUD Ordinance and underlying I-2 zoning district. The conditions imposed on the project should mitigate any potential harmful effects on Giant Springs State Park and nearby environmentally sensitive areas.

4. The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The modification will allow the temporary storage of anhydrous ammonia (NH₃) onsite in order to manufacture ammonium polyphosphate (APP). This proposal will happen only two times a year and chemicals will be mixed on site in a way that will not interfere with any of the operations of the surrounding established businesses. The conditions of approval are proposed to minimize all effects on the surrounding area to be developed.

5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

The modification does not require new facilities to be constructed., Construction of the existing facility that has gone through the City's permitting process and has been approved with a certificate of occupancy to ensure all adequate utilities, roads and drainage have been addressed.

6. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Ingress and egress to the current facility will not require any alterations with this proposal because the chemical transportation and mixing proposal is so infrequent, it can be served through the existing rail line and access to 18th Avenue North.

7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.

The proposed modification will conform to the applicable regulations of the PUD Ordinance and underlying I-2 zoning district and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.



AGRI-ENTERPRISES, LLC

Helena would like to propose an amendment to an existing Conditional Use Permit. The amendment requested, will allow Helena to temporarily store anhydrous ammonia(NH₃) onsite in order to manufacture ammonium polyphosphate(APP). The storage proposed will require rail cars or trucks to be staged on the existing rail or facility for approximately two weeks. A truck mounted blending unit will be utilized to process the estimated 180,000 gallons of finished APP and will complete the evacuation of rail cars or trucks in approximately twenty-four hours. The rail cars or trucks will be connected to the vessels and attached to the blending unit by hose and discharge from the unit by hose to existing plumbing and tanks. Helena anticipates the blending operation will be needed two times per calendar year. The total amount of NH₃ will include four rail cars(16 trucks) and approximately 60,000 gallons of water.

A handwritten signature in dark ink, appearing to read "Gareth Davis", is positioned above the typed name.

Regards,
Gareth Davis
WBU Project Manager
Helena Agri-Enterprises, LLC
(559) 285-3473



PROPOSED
PORTABLE
BLENDER