



**City Commission Special Meeting Agenda
2 Park Drive South, Great Falls, MT
Virtual Meeting via Zoom
September 07, 2021
4:15 PM**

Due to the COVID-19 health concerns, the format of the City Commission meeting will be held in a virtual video-conferencing environment. All City Commission members and City staff will attend the meeting via a remote location, using a virtual meeting method.

In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation.

To attend and participate in the virtual meeting utilizing Zoom, attendees must register in advance for the Commission Meeting at: https://us02web.zoom.us/webinar/register/WN_EcJz4cq7QRmCSK2vFXoliQ

For all other participation options, Please see **Public Participation Guide for City Commission Meetings**.

CALL TO ORDER

ROLL CALL / STAFF INTRODUCTIONS

PETITIONS AND COMMUNICATIONS

(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.)

NEW BUSINESS

1. Review of City Manager's Employment Agreement, Section B. Salary.

Pursuant to MCA §2-3-203 (3) The presiding officer of any meeting may close the meeting during the time the discussion relates to a matter of individual privacy and then if and only if the presiding officer determines that the demands of individual privacy clearly exceed the merits of public disclosure. The right of individual privacy may be waived by the individual about whom the discussion pertains and, in that event, the meeting must be open.

If closed executive session is held, re-opening of the meeting and report on executive session.

2. Salary Review from Closed Session.

Action: Approve or deny Amendment to Section B. Salary of the City Manager's Employment Agreement.

ADJOURNMENT

Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>.

Employment Agreement – City Manager**City of Great Falls, Montana****And****Gregory T. Doyon****INTRODUCTION**

This Agreement, made and entered into this 3rd day of March, 2020, by and between the Great Falls City Commission (Commission) for and on behalf of the City of Great Falls, Montana (City), a municipal corporation, and Gregory T. Doyon (Manager), an individual who has the education, training and experience in local government management, agree as follows:

WITNESSETH:

WHEREAS, the Commission desires to employ the services of Manager, as City Manager of the City of Great Falls, as provided in Article VI of the Charter of the City of Great Falls (the “City Charter”);

WHEREAS, it is the desire of the Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Manager;

WHEREAS, it is the desire of the Commission (1) to secure the services of Manager and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Manager’s morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the Manager’s services at such time as he may be unable to fully discharge his duties, within the discretion of the Commission, due to disability, or when the Commission may otherwise desire to terminate his employment; and,

WHEREAS, Manager desires to maintain employment as City Manager of the City;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section A. Term

The term of this Agreement is for a period of three (3) years beginning March 24, 2020, through March 24, 2023.

Section B. Salary

A salary increase at the commencement of the contract term which equates to a base annual wage of \$161,569, payable in accordance with normal City policy and practices. Salary considerations during the contract term shall be considered annually based on merit and/or market adjustment.

Section C. Performance Evaluation

The Commission will conduct an annual performance evaluation around the time of the Manager's employment anniversary date (March 24th).

Section D. Car Allowance

Manager shall receive a car allowance in the amount of \$450 per month for using his personal vehicle for business purposes. Manager is responsible for all vehicle maintenance, gasoline, and insurance for regular travel within the city and up to 50 miles outside the city. Travel farther from Great Falls will qualify for mileage reimbursement at the IRS rate.

Section E. Sick Leave Accrual

Manager will accrue four (4) hours per pay period (12 days per year) in accordance with City policy.

Section F. Vacation Accrual

City will provide Manager with thirty (30) vacation days every employment anniversary. The Manager may roll-over remaining vacation hours for one year only, if the allowance is not used in the prior year.

Section G. Deferred Compensation

City will contribute twelve percent (12%) of the Manager's salary to the ICMA-RC Deferred Compensation program.

Section H. Employee Benefits

City will provide standard medical, life insurance, disability, state retirement, full family coverage for medical, vision, and dental insurance, subject to change should the City's benefits structure change, at the same cost as to all City employees.

Section I. Life Insurance

City agrees to purchase and to pay the required premiums on two (2) term life insurance policies, each equal in amount to \$150,000, for each of the following entities:

- a. The City of Great Falls, and
- b. Elizabeth Doyon and/or the Doyon Family Trust, primary beneficiary.

Section J. Hours of Work, Job Duties, Professional Development, Expenses

Employee hours of work, dues, subscriptions, professional development, memberships, and general expenses shall be in accordance with City guidelines and policies.

The Commission encourages Manager's participation in the Great Open Spaces City Management Association (GOSCOMA), ICMA membership and conferences and other professional associations. Every good faith effort will be made to provide the Manager with the funds and time away from work needed to attend the annual professional meetings sponsored by those organizations. City policy requires that any air travel on City business or for attendance at professional meetings be at standard coach or economy airfare or discounted coach or economy airfares (when available). General expenses for all such activities shall be in accordance with City policy. Manager understands the Commission makes no guarantees that it will approve any funds for travel to or participation in professional meetings. The availability of such appropriations must depend from year to year upon the overall financial condition of the City.

Section K. Technology Package

City agrees to provide the Manager the following equipment as necessary in order to conduct activities including a cell phone and laptop computer.

Section L. Residency Required

Manager is required to reside within the City limits of the City of Great Falls during employment with the City.

Section M. Non Renewal Notice - Severance Pay

The Commission shall notify the City Manager six (6) months prior to expiration date of this contract term whether it intends to renew the contract.

In the event that the Commission terminates Manager's employment, while Manager is willing or able to perform the duties of the position, City shall compensate the Manager in an amount equal to twelve (12) months' salary (not including benefits).

In the event that the Commission notifies the Manager that it intends to extend the contract six months prior to its expiration, but changes its position after notification, City shall compensate the Manager in the amount equal to twelve (12) months' salary (not including benefits).

Section N. Relinquishment of Severance Pay and Benefits

In the event that Manager is terminated due to conviction of any illegal act involving personal gain, gross negligence, or a felony, the City shall have no obligation to pay the sum specified in paragraph M above. Upon termination from the position of City Manager, the Manager shall receive compensation for all accrued benefits and such termination benefits which are provided by the City in accordance with State statutes.

Section O. Constructive Notice

If Manager decides to voluntarily resign as City Manager, he shall provide the Commission and the City with a minimum of thirty (30) days notice, in advance, unless otherwise granted relief by the City Commission.

Section P. Indemnification

The City shall provide Manager with coverage through its carrier, the Montana Municipal Interlocal Authority (MMIA) for Public Officials Errors and Omissions coverage up to the damage caps provided for under state law. This coverage is provided as long as the Manager is acting within the scope of duties as Manager for the City of Great Falls. Public Officials Errors and Omissions is defined in the MMIA policy as: "any act, omission, neglect or breach of duty, including nonfeasance, misfeasance, and malfeasance by the COVERED PARTY in the discharge of their duties with the Entity, but shall not mean or include Bodily Injury, Personal Injury, Property Damage, Automobile Liability, Professional Liability, Employment Practices, Employee Benefit Liability, or Land Use Practices Liability."

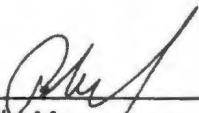
Section Q. Modifications or Changes to Agreement

Any modification of this Agreement must have the concurrence of the Commission, be in writing, and be signed by both parties.

Section R. General Provisions

This employment Agreement shall be governed by City Ordinances and by the rules, regulations, and policies established by the Commission.

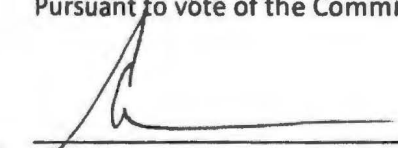
IN WITNESS WHEREOF, the Commission has caused this Agreement to be signed and executed on its behalf by its Mayor, and the Manager has signed and executed this Agreement on the date first above written.



Bob Kelly, Mayor

3/3/2020
Date

Pursuant to vote of the Commission on March 3, 2020.



Gregory T. Doyon, City Manager

3.9.20
Date