



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
July 05, 2023
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.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email 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 TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

Paris Gibson Month

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. Miscellaneous reports and announcements from Boards and Commissions.
5. Reappointments/Appointment to the Business Improvement District Board of Trustees.
6. Reappointment and Appointment to the Ethics Committee.

CITY MANAGER

7. 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.

8. Minutes, June 20, 2023, City Commission Meeting.
9. Total Expenditures of \$3,566,977 for the period of June 8, 2023 through June 21, 2023, to include claims over \$25,000, in the amount of \$2,951,153.
10. Contracts List.
11. Accept the low bid from Thatcher Company of Montana, Inc. and authorize staff to purchase liquid aluminum sulfate in the amount of \$593.97 per ton, up to the maximum amount of 800 dry tons for FY2023/24.
12. Accept the low bid from Thatcher Company of Montana Inc, and authorize staff to purchase liquid ammonium sulfate in the amount of \$780.00 per ton, up to the maximum amount of 100 tons for FY2023/24.
13. Accept the low bid from Thatcher Company of Montana, Inc. and authorize staff to purchase liquid chlorine in the amount of \$2600.00 per ton, up to the maximum amount of 80 tons for FY2023/24.
14. Set a public hearing for Tourism Business Improvement District (TBID) 2023/2024 Budget and Work Plan for July 18, 2023.
15. Set a public hearing for Business Improvement District (BID) FY 2024 Budget and Work Plan for July 18, 2023.
16. Set an annual budget hearing on Resolution 10509, Annual Budget Resolution for July 18, 2023.
17. Set a public hearing on Resolution 10510, Intent to Increase Property Tax for July 18, 2023.
18. Postpone consideration of a bid award and contract approval for the Natatorium Demolition and Restoration until the July 18, 2023 Commission Meeting.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member. After motion is made, Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

PUBLIC HEARINGS

OLD BUSINESS

19. Resolution 10506, Submitting to the electors the questions of permanently increasing the mill levies of the City to pay costs of Public Safety Services, including operation, maintenance and certain capital costs of the Police Department, Fire Department, City Attorney and Municipal Court Services and related Public Safety expenses and amending, restating and superseding Resolution 10500 adopted by the City Commission on March 7, 2023. *Action: Adopt or deny Res. 10506. (Presented by Greg Doyon)*

NEW BUSINESS

20. Labor Agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), Local #7796. *Action: Approve or deny the labor agreement. (Presented by Gaye McInerney)*
21. Labor Agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), City of Great Falls 911 Public Safety Communications Officers, Local #_____. *Action: Approve or deny the labor agreement. (Presented by Gaye McInerney)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

22. Miscellaneous reports and announcements from the City Commission.
23. 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 5, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Reappointments/Appointment to the Business Improvement District Board of Trustees

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint two members and appoint one new member to the Business Improvement District Board of Trustees to fill four-year terms through June 30, 2027.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (reappoint/not reappoint) Jason Kunz and Neil Dubois and (appoint/not appoint) Keith Cron to the Business Improvement District Board of Trustees to fill four-year terms through June 30, 2027.”

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

BID Board Recommendation: The BID Board is recommending that the City Commission reappoint Jason Kunz and Neil Dubois and also appoint Keith Cron to replace Karen Reiff. Ms. Reiff was appointed to the Business Improvement District (BID) Board in September of 2020 with a term end date of June 30, 2023. She is not interested in serving another term. The City advertised for the vacancy to solicit citizen interest through the City's website and the local media. An application was received from Keith Cron.

The term for Mr. Kunz was July 1, 2019 through June 30, 2023. Mr. Dubois was serving a partial term from July 21, 2020 through June 30, 2023. Both are interested and eligible for an additional term.

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 District or their assignees (§ 7-12-1121, MCA). The BID 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 – 6/30/2025
Sherrie Arey	7/7/2020 – 6/30/2024
Max Grebe	8/16/2016 – 6/30/2024
Michelle Houghton (Bebbington)	12/8/2021 – 6/30/2024
Jason Kunz	7/1/2019 – 6/30/2023 (Interested in reappointment)
Neal DuBois	7/21/2020 – 6/30/2023 (Interested in reappointment)
Karen Reiff	9/1/2020 – 6/30/2023 (stepping down from the board)

Citizen interested in the Board:

Keith Cron

Alternatives: The City Commission could choose not to make the recommended reappointments or appointment and request staff to continue advertising for the position.

Attachments:

Applications



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

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: BID		Date of Application: 6.9.23	
Name: Keith Cron			
Home Address: 48 32nd Ave NE		Email address: Keith_Cron@hygienixllc.com	
Home Phone: 406.750.6684	Work Phone: 406.750.1204	Cell Phone: 406.750.1204	
Occupation: Industrial Hygienist/Environmental Consultant		Employer: Hygienix, LLC	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: Owner of Metropolitan Building in Downtown Great Falls			
Educational Background: M.S. Industrial Hygiene, Montana Tech B.S. Occupational Safety and Health, Science & Engineering, Montana Tech			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: Current: President - Falls Fusion Fastpitch Term Exp. 8.31.23 United Way Board - 2 terms			
Previous and current public experience (elective or appointive): CDBG - City of Great Falls			
Membership in other community organizations: Leadership Montana - 2017 Leadership Great Falls - 2014			

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

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?
CDBG

Are you currently serving on a Board? Yes No If yes, which board? President, Falls Fusion

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?
Assist Community with continued development of Downtown

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
Own a building in downtown Great Falls

Additional comments:

Signature


Date:
6.9.23

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

Hand Deliver: City Manager's Office
Civic Center, Room 201
2 Park Drive South

Email:
kartis@greatfallsmt.net



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

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: Great Falls Business Improvement District		Date of Application: 03/07/19
Name: Jason Kunz		
Home Address: 2817 Encino Dr. Great Falls MT 59404		Email address: jason@speaking socially.copm
Home Phone: 4062175656	Work Phone:	Cell Phone:
Occupation: Marketing	Employer: Speaking Socially Media	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background:		
Educational Background: High School		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Embark Federal Credit Union - Board Member Lewis and Clark Interperative Center - Board Member Meadow Lark Country Club - Board Member		
Previous and current public experience (elective or appointive):		
Membership in other community organizations: Meadowlark Country Club		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

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?

Lisa Kunz - City Clerk

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?
As a current downtown business owner I would like to be more involved in the downtown business district.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
Recently purchased and remodeled a building downtown.

Additional comments:

Signature
Jason Kunz

Date:
03/07/19

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

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: <i>Great Falls Business Improvement District</i>		Date of Application: <i>7/8/2020</i>
Name: <i>Neal DuBois</i>		
Home Address: <i>1123 21st Ave SW Great Falls, MT 59404</i>		Email address: <i>neal@406attorneys.com</i>
Home Phone:	Work Phone: <i>(406) 315-3242</i>	Cell Phone: <i>(406) 781-4480</i>
Occupation: <i>Attorney</i>		Employer: <i>DuBois Mills, PLLC / 406 Attorney</i>
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <i>I have been a principal partner at a law firm since 2010 and our office is located downtown. I was an owner of a local technology company Central Technologies, LLC from 2013 until I sold my interest in 2018. I also am currently an owner/member of Electric City Hospitality, LLC & b/a Tracy's Diner.</i>		
Educational Background: <i>Bachelor's degree in Political Science, University of Nevada Reno Juris Doctorate, University of Montana School of Law</i>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <i>Served for 8 years on the Board of Directors for the Great Falls Children's Receiving Home with 1 year as president.</i>		
Previous and current public experience (elective or appointive):		
Membership in other community organizations: <i>Montana State Bar Association</i>		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when? In 2009, I worked part-time as an Assistant City Attorney for about one year.

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'm a business owner in downtown Great Falls and reside here with my wife and two children. I'm vested in this community and want to help make smart, positive decisions that focus on local business retention and growth.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I'm currently the ^{co-}owner of two small ~~businesses~~ businesses and have successfully built up and sold another. I understand day-to-day business needs and what may be helpful tools or policies helpful to local businesses.

Additional comments:

Signature 

Date: 7/8/2020

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.

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Meeting Date: July 5, 2023
CITY OF GREAT FALLS
AGENDA REPORT

Item: Reappointment and Appointment to the Ethics Committee.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint one member and appoint a member to the Ethics Committee for three-year terms through December 31, 2025

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (reappoint/not reappoint) Justin Grohs and (appoint/not appoint) Jordyn Rogers to the Ethics Committee for three-year terms through December 31, 2025.”

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

Summary: Carmen Roberts was appointed to a partial term for the newly created Ethics Committee on January 2, 2018 and reappointed for a full three-year term on November 19, 2019. Justin Grohs was appointed to serve as the alternate member of the Committee in December on 2020. Both terms ended on December 31, 2022. Ms. Roberts is not interested in an additional term but Mr. Grohs would be willing to continue serving.

City staff advertised for the vacancies at the end of 2022 and received two applications. With no agenda items for the Ethics Committee requiring a meeting, the appointment has been on hold.

With the recent staffing changes in the City Attorney's office there has not been the bandwidth to have an Ethics Committee meeting and conduct orientation for the new Committee members. Member David Sneddon was appointed to the Committee on February 1, 2022 and has not been fully orientated due to lack of meetings.

Staff recently reached out to the two applicants from last fall to determine if they were still interested in serving on the Committee. One did not respond to emails or phone messages. The other, Ms. Jordyn Rogers, is still interested. She forwarded an updated application for consideration.

Mr. Grohs is still willing to serve as the Alternate Member of the Committee.

Staff is asking the City Commission consider making the reappointment and appointment without a recommendation from the Ethics Committee.

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.

The Committee consists 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.

The Committee meets and is presented testimony regarding matters referred to it through an Ethics Complaint form. 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:

Seana Westcarr-Gray	6/7/2021 – 12/31/2023
David Sneddon	2/1/2022 – 12/31/2024
Carmen Roberts	1/2/2018 – 12/31/2022
Justin Grohs(Alternate member)	12/1/2020 – 12/31/2022

Alternatives:

The Commission could choose not to appoint/reappoint and ask city staff to either schedule an Ethics Committee meeting for a formal recommendation or re-advertise for the positions.

Attachments/Exhibits:

Applications



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

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 - alternate		Date of Application: 07-20-20
Name: Justin Grohs		
Home Address: 1825 2nd Ave N		Email address: jgrohs@gfes.net
Home Phone: 406-868-3158	Work Phone: 406-453-5300	Cell Phone: 406-868-3158
Occupation: General Manager		Employer: Great Falls Emergency Services
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background:		
Educational Background: Middlebury College, Middlebury, VT B.A. in Classical Studies Kennebec Valley Community College, Fairfield, ME, Paramedic certification		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Medical Planning Group - Montana Special Olympics State Games 2018-2020 Private Sector Ambulance Rep - Montana State Trauma Care Committee Past President - Montana EMS Association Vice-Chair, Government Affairs Committee - American Ambulance Association		
Previous and current public experience (elective or appointive): In approx 2004 I served on a group in Choteau, MT to determine the best form of local government for the town.		
Membership in other community organizations: Board of Directors - Great Falls Community Food Bank Past Patrol Director - Great Falls Ski Patrol		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

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?
Great Falls Community Food Bank

Please describe your interest in serving on this board/commission?
Civic duty and to be involved in the community

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
As the GM for GFES, I frequently need to assess company actions to ensure the company is adhering to ethical standards promulgated by our national associations and both state and federal government oversight.

Additional comments:

Signature 

Date: 7/29/20

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

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:		Date of Application:
Great Falls Ethics Committee		June 05, 2023
Name:		
Jordyn Rogers		
Home Address:		Email address:
2337 15th Ave S Great Falls, MT 59405		jnrogers@ruraldynamics.org
Home Phone:	Work Phone:	Cell Phone:
406-403-8154	406-454-5709	406-403-8154
Occupation:		Employer:
Executive Director		Rural Dynamics, Inc. (RDI)
Would your work schedule conflict with meeting dates?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)
Related experiences or background:		
<p>I have taken several courses on ethical research and studied moral philosophy for many years. In practice, I have written grievance policies, grievance procedures, and have had to execute both during my career. I have experience writing governance and handbook policies for multiple agencies or committees. I have been consulted on ethical dilemmas relating to patient care, fiduciary responsibility, human resource matters, and ethical leadership. My ethical knowledge allows me to resolve conflicts and advocate for improved decision-making. Every year, I train and test 50-60 IRS tax volunteers on an Ethics and Standards of Conduct course.</p>		
Educational Background:		
<p>I hold a bachelor's degree in Business Management and a Master of Public Administration degree from the University of Montana.</p>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities:		
<p>I have volunteered with several organizations, events, and causes. I enjoy being an active Rotarian and chair of the Service Projects Committee for Rotary Electric. I am the Volunteer Coordinator for the MT Multi-Cultural Fair. Other organizations I lend my time to include Special Olympics Montana, Alliance for Youth, Family Promise, YWCA, the Senior Center, and the Great Falls Rescue Mission. I donate my time and expertise the the NeighborWorks Great Falls Homebuyer Education Class as a community presenter. Recruiting over seventy-five AmeriCorps members to serve on anti-poverty projects in Great Falls during the last six years has been an effort that I am proud of.</p>		
Previous and current public experience (elective or appointive):		
<p>I have no formal elected or appointed public experience beyond volunteering and community based board appointments. As a public citizen, I have dedicated my time to organizing consumer surveys, disseminating public health information, and other advocacy activities that build better communication and transparency to support public trust.</p>		
Membership in other community organizations:		
<p>American Health Information Management Association (AHIMA) Member ID: 2564484 Delta Mu Delta International Honor Society in Business Alumni Member ID: 5jzh1cT5 Rotary Electric Founding Member Club ID: 22207 District: 5390 Great Falls, MT; Community Service Projects Chair 2021-Current Society for Human Resource Management (SHRM) Member ID: 01837654 Montana Assistive Technology Advisory Council, April 2023 - current Family Promise of Great Falls: Board Treasurer, 2019-2021; Board President 2021- 2023 Double SNAP Dollars Network Steering Member, 2020-2022</p>		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

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 seeking opportunities to serve as a public servant in pursuit of my passion for public administration. I am grateful to have had deeply rewarding and challenging experiences that relied on ethical frameworks and a public service lens. I have sharpened my ability to engage in difficult moral dialogue with people who have varied perspectives and worldviews. My hope is that I can serve on this committee to promote stability, dignity, and integrity in Great Falls.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
My experiences and background would be an asset to the Great Falls Ethics Committee. My ability to converse efficiently and fairly with anyone, to make necessary and thoughtful decisions, and act with objectivity have contributed to my professional growth and peers placing a significant degree of trust in me. My technical experience is perhaps my most prominent qualification. I have written, signed, and collected numerous Conflict of Interest forms and policies for different agencies. I have experience with ethical fundraising, addressing financial abuse, and deliberating on human resource related complaints. The committee could depend on me to articulate and apply a public service perspective by thinking critically about cultural awareness, representation, bias, and other societal influences.

Additional comments:

Thank you for taking the time to review my application.

Signature 

Date:
June 5, 2023

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kartis@greatfallsmt.net

JOURNAL OF COMMISSION PROCEEDINGS
June 20, 2023

Regular City Commission Meeting

Mayor Kelly presiding
 Commission Chambers Room 206

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, Rick Tryon, and Susan Wolff. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Public Works Director Chris Gaub; Interim Planning and Community Development Director Tom Micuda; Finance Director Melissa Kinzler; City Attorney David Dennis; Police Captain John Schaffer; and City Clerk Lisa Kunz.

AGENDA APPROVAL: There were no proposed changes to the agenda by the City Commission or City Manager. The agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PROCLAMATIONS: 33rd Annual Lewis & Clark Festival, 25th Anniversary of the Lewis & Clark Interpretive Center [June 30-July 2, 2023] and LGBTQ+ Pride Month [June 2023]

COMMUNITY INITIATIVES

1. COMMUNITY HEALTH UPDATE FROM CITY COUNTY HEALTH DEPARTMENT.

Health Officer Abigail Hill reviewed and discussed a Montana Central Tumor Registry Annual Report covering 2016-2020 cancer in Montana, including statistics pertaining to obesity-associated cancer, cancer among American Indians, breast cancer, prostate cancer, lung cancer, colorectal cancer and melanoma. Resources are available on the State's and City-County Health Department's websites.

2. PETITIONS AND COMMUNICATIONS

Jeni Dodd, City resident, expressed opposition to City government, funded by taxpayers, engaging in discrimination by elevating one group of people over another. She suggested that the mayor support the LGBTQ+ community on his own time. The LGBTQ+ movement equates celebrating a sex-based political agenda to tolerance, and that is a false equivalency. No amount of propaganda or coercion by a cultist movement and no City proclamation from a biased, leftist mayor will change that for her.

Shay Simpson, City resident, commented that she identifies as a pansexual, non-binary person. To her, those labels don't really matter. What matters to her is that people see her as "Shay," a person who matters.

JOURNAL OF COMMISSION PROCEEDINGS**June 20, 2023**

Marcie Marceau, City resident, doesn't agree with the mayor proclaiming June as Pride Month. There is no need to exalt one group of people over another. People with integrity, good character and virtues should be celebrated every month. Inalienable rights weren't just for a few, but for all.

Kathie Hansen, 4601 Flood Rd, agreed with the prior speaker's comments. She added it is a person's choice, but it should not be something that people are trying to influence other people in to. She believes all people should be treated equal, and valued for what they do and how they help their community and people around them.

Kelly Quick, City resident, applauded Mayor Kelly for taking this historic step in signing the proclamation. As a member of the LGBTQ+ community, she wanted to correct the record - it is not a choice. She did not choose to be gay. If she had not internalized homophobia from the society around her, she would have realized she was gay much sooner than at age 40 and saved herself heartache and pain. The Stonewall Riots were an important, empowering activity and journey. Pride Month is just another way of saying LGBTQ+ History Month. Celebrating the history of a group is not exalting one group over another.

Carrie Parker, City resident, commended Mayor Kelly for taking a position that may not be popular among some residents. She commented that he may have saved a life tonight. As a Christian, she urged everyone to love one another and thy neighbor. As the Director of Helping Hands, she sees a disproportionate number of homeless people who are LGBTQ+, and a disproportionate number of children who are committing suicide because they are not recognized or are condemned.

Xavier Mercado, City resident, quoted a past President: "We should never forget what has made America great, which is our morality" and "If we ever forget that we are one nation under God we will be a nation gone under." He is seeing society unraveling.

Jasmine Miller, City resident, thanked Mayor Kelly for making her feel seen, loved, and welcomed in her home town.

Beth Simpson, City resident, reported statistics from The Trevor Project. She provides her children love and recognition. However, not every LGBTQ+ youth has that available to them. The fact that the City is willing to make a proclamation to show them that they are seen, welcomed and accepted for being no more than who they are is appreciated.

Jaxon Mart, City resident, commented that she almost became one of those statistics from The Trevor Project. She appreciates what Mayor Kelly has done for the City.

Lisa Hudecek, commented she is not a member of LGBTQ+, but is here as an ally. Two kids have left thank you notes under her doormat saying they feel seen and feel safe and a neighbor delivered Christmas cookies for having a Pride flag in her front yard. A lot of kids are struggling with their identity. This proclamation has allowed people to see that they have a place in this city.

Kenton Miller, City resident, commended Mayor Kelly for the proclamation and making LGBTQ+ folks feel safe. He lives in downtown Great Falls. Never has anyone knocked on his door trying to

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convert his kids to be LGBTQ+. However, he has had numerous political or religious people knock on his door trying to convert him with what they had to offer.

Barry Dardis, City resident, commented he thinks the city is headed down a slippery slope. He discussed his dad being molested as a teenager, how that affected him, and that his dad always had a relationship with another man. It was a nightmare for his dad to have a wife, four children and a boyfriend. He can't image the anguish his dad must have felt at church trying to have a firm, spiritual program and living that life of contradiction. He does not have animosity toward the gay community, but inquired where does the Commission draw the line. He encouraged the Commission to look up Washington SB 5599.

Rev. Lynne Spencer Smith, commented that First Congregational United Church of Christ is an open and affirming congregation, welcoming of everybody, regardless of age, gender, sexual orientation, gender identity or race. She commented that Pride Month is as much for her as it is for the LGBTQ+ community. Her life is expanded and richer because of her affiliation with members and friends in the LGBTQ+ community. She encouraged everyone to embrace and learn more about what the struggles are in the lives of all our neighbors.

Rep. Lola Sheldon-Galloway, County resident and business owner within City limits, invited the Commission to the 4th of July parade as VIPs to ride at the front of the parade. She expressed concern about the cost of insurance to conduct the parade, and also requested support in enforcing the ordinance pertaining to parades.

David Saslav, City resident, suggested that people replay the videos wherein the Commission deliberated a non-discrimination ordinance that failed on a 2-3 vote. He concluded the last three years would not have been lived by this community the way that it has been had that non-discrimination ordinance passed.

Written communication in opposition to the Pride Month Proclamation was received from:

Joyce Ranum, City resident, **Tony & Karen Rausch**, 608 Beth Drive, **Beth McDonough**, **Brian Cayko**, 44 34th Avenue NE, **Beth Cooper**, **Mike Wipf**, **David Saenz** and **Ginny Rogliano**, 343 Flood Rd.

Mayor Kelly applauded the respect and concern that citizens expressed and have for the community. It is something we all admire about living here.

NEIGHBORHOOD COUNCILS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

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None.

CITY MANAGER

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported the following updates:

- The Cascade County Commission conducted the canvas and confirmed the votes pertaining to the passage of the Library mill levy.
- Brock Cherry was appointed as the Planning and Community Development Director. Brock is currently serving as the Community Development Director of Mountain Home, Idaho. He has served as a Planner in Twin Falls and Meridian, Idaho. He will be moving here with his family to begin work on August 3, 2023.
- CDBG is moving out of Planning and Community Development to the Finance Department as of July 1st to enable the City to focus on outside revenue sources under one department.
- Great Falls Police Department Detective Kevin Kelsey was promoted today to Master Police Officer.
- Public Works Department recently held its quarterly awards and recognized Jack Pierre, Jeff Butler, Mike Deshayes, and Randy Steffenson.
- The first Public Safety Town Hall was held June 14, 2023 and was attended by 100+ people. The link to the recording of the meeting can be found on the City's Facebook page. The next Public Safety Town Hall will be held on September 18, 2023. There will be more presentations and information along the way, and there is an opportunity for folks to ask questions on the City's website – safetyinthefalls.com. Responses will be provided within 3-5 days.

Police Captain John Schaffer explained the extent of the Great Falls Police Department's involvement in the incident that took place last week at Highwood Creek Outfitters:

On Friday the Internal Revenue Service (IRS) requested GFDP's assistance with a standby to provide scene security on a search warrant they were going to execute on Wednesday, June 14th. GFDP was not told the location or contents of the search warrant. On the morning of the search warrant GFDP was told the location. GFDP responded with two uniformed officers in a marked squad car to provide scene security. The officers were there for a total of one-half hour and then released by the IRS.

In response to Commissioner Tryon, Captain Schaffer clarified that GFDP gets requests for assistance from partners at the State, Local and Federal level.

Commissioner Tryon inquired if there were State statutes applicable to that situation.

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Captain Schaffer responded not necessarily the situation, but depends on the agency asking for assistance. If it involves Federal firearms laws, there are State statutes GFPD has to follow when it comes to whether or not GFPD will get involved.

Commissioner Tryon inquired if GFPD knew the warrant was for a firearms store.

Captain Schaffer responded that the IRS asked GFPD for help and GFPD did not know the location.

CONSENT AGENDA.

6. Minutes, June 6, 2023, City Commission Meeting.
7. Total Expenditures of \$5,149,661 for the period of May 25, 2023 through June 7, 2023, to include claims over \$25,000, in the amount of \$4,484,444.
8. Contracts List.
9. Lien Release List.
10. Approve the annual bid award for asphaltic concrete material to Great Falls Sand & Gravel, Inc. of Great Falls for \$979,150.
11. Approve the annual purchase of 250 tons of Liquid Asphalt CRS-2P from Ergon Asphalt & Emulsions, Inc., of Butte for \$182,500.

Commissioner Tryon moved, seconded by Commissioners Hinebauch and Wolff, that the City Commission approve the Consent Agenda as presented.

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

Mayor Kelly and Commissioner McKenney complimented Public Works Director Gaub on the costs savings with regard to Items 10 and 11.

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

Motion carried 5-0.

PUBLIC HEARINGS

12. **RESOLUTION 10504, CONDITIONAL USE PERMIT FOR TOURO UNIVERSITY PARKING LOT ADDITION ON THE PROPERTY ADDRESSED AS 2801 18TH AVENUE SOUTH.**

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

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Interim Planning and Community Development Director Tom Micuda reported that Resolution 10504 is a Conditional Use Permit (CUP) request from Touro Medical College to expand its parking above code required levels. Based on the number of students and classrooms proposed for the new medical college building, the maximum parking allowed by code is 145 parking spaces. Now that Touro has a much better understanding of year one, staff numbers and student enrollment, they have proposed to add parking in front of their building along 26th Street South to bump the parking up to 189 spaces. The 44 parking space increase is over the 20% allowance and requires a CUP.

Touro's large property can easily accommodate the additional spaces and, if the CUP is approved, Touro will be required to demonstrate that they can add landscaping to meet code standards and show that storm water runoff can still be controlled.

Staff recommends approval of Resolution 10504. The project is beneficial for the college and for the community.

Touro representative Aaron Wall commended Interim Director Micuda and his staff for helping this project come to fruition. This is a great project. Touro will be opening in July.

Mayor Kelly asked if the Commissioners had any questions of staff. Hearing none, Mayor Kelly asked if there were any comments from the public in support of Resolution 10504.

Jolene Schalper, Great Falls Development Authority, commented that Montana's first medical school will be opening July 15th and Touro is expecting 125 medical students the first year. That is phenomenal for the community. She expressed appreciation to Touro for investing in this community.

Rep. Lola Sheldon-Galloway, County resident, commented that a lot of effort was put into this project. She is proud Great Falls was chosen by Touro.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10504.

Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10504 subject to the applicant fulfilling the listed Conditions of Approval.

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

Commissioner McKenney commented that the City staff and Commission are using common sense and not holding back development for simple landscaping issues.

Commissioner Wolff expressed appreciation that parking was not going to be on the main street where there is a lot of student activity and driving.

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

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Motion carried 5-0.

13. RESOLUTION 10508, REQUEST FROM THE CITY OF GREAT FALLS PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT TO USE UP TO \$400,000 OF DOWNTOWN URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING (TIF) FUNDS TO COMPLETE THE CIVIC CENTER RESTORATION PROJECT. UNIVERSITY PARKING LOT ADDITION ON THE PROPERTY ADDRESSED AS 2801 18TH AVENUE SOUTH. OF 1525.2

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

Interim Planning and Community Development Director Tom Micuda reported that Resolution 10508 is a request from Planning and Community Development to receive up to \$400,000 of funds from the City's Downtown TIF fund to finish contractor payments for the Civic Center façade restoration project. The Civic Center façade project was approved in 2021 for bond funding in the amount of \$5,500,551.75. Immediately after, Talisman Construction Services was awarded the bid to construct the project for \$5,411,682. The net difference of approximately \$88,000 left almost no contingency. The project has proceeded smoothly and is scheduled to be completed in October of this year.

In 2021, two change orders just exceeding \$280,000 were approved by the Commission. At that time, staff was under the mistaken impression that the project was bonded for \$6 million, rather than the actual amount of \$5.5 million. Resolution 10508 is proposed to increase project funding by \$400,000, to allow the project to be funded at \$5.9 million dollars, and to make final payments, including the amount of the approved change orders. Staff expects one more change order to come before the Commission before the project is completed to cover treating the front columns.

Staff recommends approval of Resolution 10508. The City has over \$4 million dollars in the Downtown TIF fund. The Downtown Development Partnership (DDP) discussed the project, reiterated some concerns about the original use of TIF funds for this project, but voted in favor of this request.

Mayor Kelly asked if the Commissioners had any questions of staff.

Mayor Kelly clarified that the source of these funds being requested is from the same pool of funds paying the current debt service on the bonds.

Mayor Kelly commented that the City doesn't issue that much debt. What caused the confusion between the \$5.5 million and \$6 million value of the bonds.

Interim Director Micuda responded the confusion was strictly on the department's end. He received clarification from Finance.

Mayor Kelly inquired the actual issuance of the bond.

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Finance Director Kinzler responded \$5.6 million dollars and included the costs of proceeds.

Commissioner Tryon inquired if additional funds from other sources would be needed.

Interim Director Micuda responded that the fiscal impact is to the TIF fund alone. The TIF fund is still healthy and there is more than enough money to pay for this project and other projects forthcoming.

Commissioner Hinebauch inquired the balance of the Downtown TIF.

Interim Director Micuda reported \$4.3 million dollars.

Mayor Kelly inquired how much of that \$4.3 million was already committed.

Interim Director Micuda responded the low end of \$2 million dollars.

Director Kinzler reminded the Commission that every year the Downtown TIF receives about \$1.3 to \$1.5 million dollars.

Mayor Kelly asked if there were any comments from the public in support of Resolution 10508. Hearing none, Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10508. Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10508.

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

Commissioner McKenney received clarification that adoption of the Resolution is for an amount up to \$400,000.

Commissioner McKenney noted that the Civic Center project was called out during the legislative session for pushing the envelope for how TIF funds should be used. It was difficult preserving TIF with this legislature and suggested being cautious going forward.

Commissioner Hinebauch commented that TIF funds come from downtown property owners within the district. Due to the TIF issues this legislative session, he is going to oppose the Resolution because he doesn't believe the funds should be used for City projects.

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

Motion carried 4-1 (Commissioner Hinebauch dissenting).

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

Tourism Business Improvement District Director Rebecca Engum reported that the Commission approved the 2022/2023 TBID Budget and Work Plan on July 19, 2022. The actual amount of assessments levied was lower than the approved budget.

Two major efforts the TBID had planned would happen did not materialize this fiscal year so funds were reallocated. Funds have been allocated for the recruitment of a low-cost air initiative. The funds were not needed this fiscal year so were removed from the budget. The funds are still available for this effort and are reflected in the upcoming FY24 budget. Great Falls Montana Tourism had also hoped to recruit a signature event to Great Falls, however, all the leads for this would not have been possible in FY23.

Great Falls Montana Tourism was presented a unique marketing partnership opportunity with Montana's newest concert venue, The Newberry, which provided Great Falls Montana Tourism with tickets to The Newberry events to use with our owned and paid media. The Board of Directors approved the partnership.

In a previous audit of the Great Falls Tourism Business Improvement District, the auditor delivered one finding related to increased expenses over the approved budget. This finding noted that an amendment to the budget was not submitted to the City of Great Falls, even though presented and approved by the TBID Board.

To prevent any future findings, the TBID Board approved budget amendment is presented to the City of Great Falls for approval. There is no fiscal impact to the City of Great Falls. The budget amendment reflects a 11% decrease, decreasing the total budget from \$1,133,693 to \$1,003,344.

Mayor Kelly asked if the Commissioners had any questions of staff.

Mayor Kelly asked TBID Director Engum to explain the decrease in the total budget.

TBID Director Engum responded that the TBID assessments that is levied by the City and provided to the TBID to operate is done so through transient travelers paying either a \$2 or \$1 dollar assessment per room night to lodging properties in the community. The lodging properties pay those funds after the assessment is levied. The reduction in the total budget is because the TBID did not receive as many assessments as previously expected. She believes that is connected to the 30+ day stays. That assumption is based on the fact that there was an increase in room demand.

Mayor Kelly commented that the 30+ day stays were primarily by Calumet laborers for temporary housing.

Mayor Kelly asked if there were any comments from the public in support of the TBID's FY2023 Budget Amendment. Hearing none, Mayor Kelly asked if there were any comments from the public

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in opposition to the TBID's FY2023 Budget Amendment. Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner McKenney moved, seconded by Commissioner Tryon, that the City Commission accept the FY2023 Tourism Business Improvement District Budget Amendment.

Mayor Kelly asked if there was any discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

OLD BUSINESS

15. CHANGE ORDER NO. 1 – CENTRAL AVE/3RD ST DRAINAGE IMPROVEMENTS PHASE 1 PROJECT. OF 1779.0

Public Works Director Chris Gaub reported that on November 2, 2022 the City Commission awarded a contract for the referenced project to Ed Boland Construction. This project implements Phase 1 of the improvements recommended in the December 2020 9th Avenue South and Central Avenue/4th Street Drainage Basin Study prepared by Great West Engineering. The project adds storm drain inlets, increases underground piping capacity and better conveys storm water to the Missouri River.

During discussions with Tony Denio of Meadow Gold, open trench construction would cause Meadow Gold to incur additional expenses related to disinfection and delivery of raw milk to the holding tanks. The estimated fiscal impact to Meadow Gold is a minimum of \$4,600 per day. In the three to four days it would take to complete the construction across the access to the tanker receiving bay the minimum cost to the business would be between \$13,800 and \$18,400. Improper sanitation or incomplete evacuation of individual tankers could lead to over \$50,000 in additional costs or losses.

Proposed construction methods would restrict Meadow Gold's operations to receiving and washing only one truck at a time, which would set daily operations back approximately 4-5 hours per day. Adverse impacts to cleaning and sanitation operations could lead to the loss of 100s of gallons of milk per day and affect the quality of the milk. These daily setbacks would have a cumulative effect through the construction process and disrupt the trucking company's scheduled pickup times from producers. A disruption in pickup times would disturb producers' daily milking schedules and could lead to the dumping of raw milk onto the ground, costing producers thousands of dollars.

Additionally, the proposed construction methods would cause Meadow Gold to set up milk receiving operations outside their facility. This would require the renting of special safety equipment for fall protection standards for workers who have to get samples from the top of the tankers. This would also require special quality measures to be enacted or purchased to ensure that milk is being handled properly according to federal guidelines of the Pasteurized Milk Ordinance (PMO). Additionally, this would require alteration of their Storm Water Pollution Prevention Program (SWPPP) and Spill Prevention Containment Control (SPCC) plan throughout the construction process, which would impact both operations and costs with associated permit fees.

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City Staff has been diligently working with Meadow Gold and the contractor to develop a solution that would work in the best interest of both parties. Through discussions two alternate construction methods were presented for consideration.

Option #1: Jack and bore the storm drain under the approach to the receiving bay as an alternate construction method. The scope of the proposed work change includes the following items: excavation of boring pits; jack and boring 24-inch steel encasement pipe; corrosion protection; inspecting and cleaning the casing pipe; furnishing and placing storm pipe; furnishing and installing casing spacers, and end seals; and all other work necessary for completion of the item. Construction activities could take place during regular work hours. This proposed method would allow Meadow Gold to continue to receive the raw product through their regular daily operations. The contractor's proposed additional cost for this work is \$16,094.

Option #2: Install the storm drain under the approach to the receiving bay after hours. This would involve night time construction. In conjunction with the standard construction equipment the proposed work change includes the following additional items to complete the work: use of generators and lighting sufficient to safely conduct construction activities at night; steel plating placed across the open trench during daily work hours so that Meadow Gold could continue to receive the raw product through their regular process; and variances to local ordinances and extra safety precautions. The contractor's proposed additional cost for this work is \$24,467.

Based on discussions, both options are acceptable; however, the jack and bore construction method (Option #1) is the most efficient and cost effective alternative in allowing delivery semi-trucks to get in and out of the facility. This alternate construction method will allow Meadow Gold to continue to receive raw product with minimal interruption to their operation.

Staff recommends approval of the change order to minimize disruptions and expenses to Meadow Gold's operations while allowing the contractor to move forward with construction. Staff is in discussions with Meadow Gold to determine if they would be agreeable to paying half of the costs of this work change directive.

Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission approve Change Order No. 1 in the amount of \$16,094 and increase the total contract amount from \$1,483,052 to \$1,499,146.

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

Rep. Lola Sheldon-Galloway, County resident, commented that her Dairy Queen product is made for the State of Montana in Great Falls at Meadow Gold. She noted the concern amongst business owners if they couldn't get their products in a timely manner.

There being no further comments, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Tryon noted Meadow Gold would be a good neighbor if it paid half the amount after the change order was approved.

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Commissioner McKenney noted that when Director Gaub was appointed, he expressed his concern about infrastructure improvements in business districts. He is happy to see consideration given to the business owners providing the jobs, and the appreciation shown for the struggles that business owners go through.

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

Motion carried 5-0.

**NEW BUSINESS
ORDINANCES/RESOLUTIONS**

16. RESOLUTION 10507, SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF GREAT FALLS, MONTANA, THE QUESTION OF ISSUING GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,175,000 FOR THE PURPOSE OF PAYING COSTS OF PUBLIC SAFETY IMPROVEMENTS IN THE CITY AND COSTS ASSOCIATED WITH THE SALE AND ISSUANCE OF BONDS.

City Manager Greg Doyon reported that this originated back in November, 2022 when the Commission started to take a look at the “good, better, best scenarios” presented by Police, Fire, Court and Legal. By January, 2023 there was an awareness that the operational portion of a bond would have to be separated out from the full public safety continuum. This ask has been discussed a few times over the last six months or so. The conversations included needs and asks. More detailed discussions were held during the April 18, May 16 and June 6 work sessions. This resolution complements Resolution 10500 adopted by the Commission on March 7, 2023 that puts an operating levy before the voters. Two things involved prior to this action were (1) the mill levy and bond questions needed to be separate and (2) legislative changes that will need to be incorporated into the question.

The amount of the request that the Commission may be putting before the voters related to capital needs in the public safety continuum is \$21,175,000. The impact of that ask on a \$100,000 taxable valuation is about \$22.20/yr or up to a \$600,000 property is \$133.20/yr. The department breakdown of that capital needs request entails:

Department	Capital Needs
Fire Department	\$14,358,000
Police Department	\$6,500,000
Municipal Court	\$0
Legal Department	\$317,000
Total Request	\$21,175,000

The Fire Department capital needs request includes a one-time buy in for long term equipment/apparatus that includes an ambulance, water tender, two fire engines and related safety equipment, as well as a new proposed fire station #5. The Police Department capital needs request includes expansion/renovation to maximize operations and potential personnel additions if the

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operational levy were to pass. The Legal Department capital needs request includes office renovation/expansion relocation.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10507.

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

Jeni Dodd, City resident, noted her prior admonishments for not using all of the Covid funds to take care of City needs first instead of distributing funds to non-governmental agencies; disappointment in the City using up to \$150,000 to hire the Wendt Agency to persuade taxpayers to further tax themselves; and, disappointment in the lack of transparency that the plan for some time has been to propose two public safety levies – operating and bond levy.

Ms. Dodd commented that she is generally supportive of law enforcement and the Great Falls Police Department in particular, but the recent IRS and ATF raid on local firearms has her questioning her support. There has been no news release or information relayed to the public on what Great Falls Police Department was doing at this raid until tonight. She opined that the seizure of the 4473 forms was unconstitutional. The on-line perception is GFPD should have stood up for the constitutional rights of Great Falls residents. She suggested GFPD issue a press release stating what their role was and, according to state law, what their role should be to clarify the rumors on Facebook.

Frank Speidel, City resident, commented he was in support of Resolution 10507.

Kathie Hansen, 4601 Flood Road, suggested using the current average home price in Great Falls of \$300,000 to inform people how much their property taxes would increase.

Mayor Kelly clarified that the language on the ballot includes home values of \$100,000, \$300,000 and \$600,000.

Steve Durkin, City resident, commented he was disappointed the first line in the Wendt brochure was deceptive stating that the community has grown 44% since 1969. He commented there is about 600 more people between the 1970 census and 2020 census. Businesses want to see Police get some extra money, but are not happy about the Fire Department requests.

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

Commissioner Tryon clarified that the Commission is not making the final decision. The Commission is setting it up for the voters to decide on the safety levy and general obligation bond.

Commissioner McKenney commented the levy is staffing and the bond is building and equipment. People have asked why not do one now and one later. His thoughts are to let the voters know what the costs are going to be and make one decision.

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

Motion carried 5-0.

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CITY COMMISSION

17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

18. COMMISSION INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of June 20, 2023, at 9:05 pm.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: July 5, 2023



Commission Meeting Date: July 5th, 2023
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
<https://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 CHECKS FROM NEW WORLD	06/08/2023-06/21/2023	719,551.72
ACCOUNTS PAYABLE CHECKS FROM MUNIS	06/08/2023-06/21/2023	2,611,142.46
MUNICIPAL COURT CHECKS	06/08/2023-06/21/2023	12,192.91
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	06/08/2023-06/21/2023	224,089.68
TOTAL: \$		<u><u>3,566,976.77</u></u>

GENERAL FUND

FIRE

BENEFIS HEALTH SYSTEMS TESTING	ANNUAL WELLNESS EXAMS FIREFIGHTER	40,155.00
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SPECIAL REVENUE FUNDS

COVID RECOVERY

JAMES TALCOTT CONSTRUCTION, INC.	ARPA FIRE STATION INFRASTRUCTURE	62,245.73
BALLPARK ONE LLC	FERTILIZER, AERATION, SIL, GATE REPAIR	40,000.00

SUPPORT & INNOVATION

GF TOURISM BUSINESS IMPROVEMENT	TBID MONTHLY REIMBURSEMENT MAY 2023	240,359.00
GF BUSINESS IMPROVEMENT DIST	BID MONTHLY REIMBURSEMENT MAY 2023	65,831.53

STREET DISTRICT

WESTERN SYSTEMS INC	39 UPDATED TRAFFIC SIGNAL HEADS	38,244.64
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PLANNING & COMMUNITY DEVELOPMENT

ROBERT PECCIA & ASSOCIATES	LONG RANGE TRANSPORTATION PLAN UPDA	32,109.00
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DEBT SERVICE FUNDS

CAPITAL PROJECT FUNDS

ENTERPRISE FUNDS

WATER

SHIMADZU SCIENTIFIC INSTRUMENTS TOC ANALYZER FOR LAB 43,774.15

SEWER

VEOLIA WATER NORTH AMERICA MONTHLY WWTP OPERATION CONTRACT 306,297.54

SANITATION

OLYMPIC SALES INC SANITATION CONTAINERS-3,4,6,8 & 30 YDS. 105,905.00

CIVIC CENTER EVENTS

MARTIN MEDIA WORLDWIDE LLC WHOSE LIVE GREAT FALLS 50,669.69

INTERNAL SERVICE FUNDS

HEALTH & BENEFITS

HEALTH CARE SERVICE CORP BCBS HEALTHCARE 912,960.35

SUNLIFE FINANCIAL SUNLIFE DENTAL AND VISION MAY 2023 42,257.82

HUMAN RESOURCE

WESTERN OFFICE EQUIPMENT FURNITURE FOR HR REMODEL 96,878.55

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP GAS @ \$3.75/GALLON, DIESEL FUEL @ \$4.00/C 32,076.85

MOUNTAIN VIEW CO-OP GAS@ \$3.75/GAL DIESEL FUEL@ \$4.00/GAL 53,584.72

TRUST AND AGENCY FUNDS

PAYROLL CLEARING

STATE TREASURER MONTANA TAXES 54,180.00

FIREFIGHTER RETIREMENT FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 53,337.06

STATEWIDE POLICE RESERVE FUND POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 72,682.05

PUBLIC EMPLOYEE RETIREMENT PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 135,481.77

US BANK FEDERAL TAXES, FICA & MEDICARE 225,395.49

MONTANA OE - CI TRUST FUND EMPLOYEE CONTRIBUTIONS 50,419.12

UTILITY BILLS

ENERGY KEEPERS ELECTRIC CHARGES MAY 2023 156,153.20

CLAIMS OVER \$25,000 TOTAL: \$ 2,951,153.26

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

DATE: July 5, 2023

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	Planning and Community Development	Montana Department of Commerce – Main Street Program	07/01/2023 – 06/30/2024	\$20,000 grant \$20,000 local match	Ratification of the Montana Department of Commerce Main Street Program Contract #MT- MMS-PL-23-005 grant to develop an Economic Vitality Transformation Assessment for the Downtown Business District (CR: 120622.11A)



Commission Meeting Date: July 5, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Purchase of Liquid Aluminum Sulfate

From: Jason Fladland, Water Treatment Branch Mgr.

Initiated By: Public Works Department

Presented By: Christoff T Gaub, Public Works Director

Action Requested: Approval of Bid

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) the low bid from Thatcher Company of Montana, Inc. and authorize staff to purchase liquid aluminum sulfate in the amount of \$593.97 per ton, up to the maximum amount of 800 dry tons for FY2023/24.”

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 accept the low bid from Thatcher Company of Montana, Inc. in the amount of \$593.97 per dry ton for liquid aluminum sulfate for FY 2023/24.

Summary: Liquid aluminum sulfate is used in the water treatment process to coagulate suspended particles in the raw water stream to allow their removal. Specifications and bid materials were prepared for the purchase of liquid aluminum sulfate for the Water Treatment Plant for the upcoming fiscal year. Notices were sent out to all prospective bidders and publicly advertised. The bid from Thatcher Company of Montana, Inc. was acceptable as submitted.

Bids were accepted on June 7, 2023, for FY 2023/24 Water Treatment Plant chemical needs. Thatcher Company of Montana, Inc., with headquarters in Missoula, Montana provided the lowest acceptable bid for liquid aluminum sulfate at \$593.97 per dry ton. This Commission action would award a contract for FY 2023/24.

Fiscal Impact: This price reflects a 29% decrease from the FY 2022/23 contract price. The new contract would allow for the purchase of a maximum of 800 dry tons for a total cost of \$475,176.00.

Attachments/Exhibits: Bid Tabulation



BID TABULATION SUMMARY

Bids Taken at: Civic Center

Date: 6/7/2023

WATER PLANT

Tabulated by: AMcMaster

	Name & Address of Bidder	10% Bid Security (Yes/No)	Prices	Liquid Ammonium Sulfate Approx. 100 tons Delivery 10 days ARO	PREVIOUS YEAR	Liquid Chlorine Approx. 80 tons Delivery 10 days ARO	PREVIOUS YEAR	Liquid Aluminum Sulfate Approx. 800 dry tons Delivery 7 days ARO (May-Sep)	PREVIOUS YEAR	Liquid Alum Cert of Chemical Analysis (Yes/No)	Liquid Alum Cert of Compliance w ANSI/NSF Standard 60 (Yes/No)
1	DPC (DX Industries, Inc.)	NO	Price/ LB	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		
	P.O. Box 509		Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
	Hudson CO 80642-0509		Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
2	Chemtrade Chemicals US LLC	Yes	Price/ LB	\$0.43	\$0.00			\$0.37	\$0.26		
	90 East Haley Rd, Suite 200		Total/ ton	\$860.00	\$0.00	\$0.00	\$0.00	\$730.00	\$525.00		
	Parsippany NJ 07054		Total/lb	\$86,000.00	\$0.00	\$0.00	\$0.00	\$584,000.00	\$420,000.00		
3	Hawkins, Inc.	Yes	Price/ LB	\$0.48	\$0.48			\$0.00	\$0.00		
	3100 E. Hennepin Ave.		Total/ ton	\$960.00	\$960.00	\$0.00	\$0.00				
	Minneapolis, MN 55413-2922		Total/lb	\$96,000.00	\$96,000.00	\$0.00	\$0.00	\$0.00	\$0.00		
4	Kemira Water Solutions, Inc.	N/A	Price/ LB	\$0.00	\$0.00			\$0.00	\$0.00		
	4321 W 6th Street		Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
	Lawrence KS 66049		Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
5	Thatcher Company of Montana	Yes	Price/ LB	\$0.39	\$0.43	\$1.30	\$1.089	\$0.30	\$0.30		
	PO Box 27407		Total/ ton	\$780.00	\$866.00	\$2,600.00	\$2,178.00	\$593.97	\$595.72		
	Salt Lake City, &T 84127-0407		Total/lb	\$78,000.00	\$86,600.00	\$208,000.00	\$174,240.00	\$475,176.00	\$476,576.00		
6	Brenntag Pacific, Inc	Yes	Price/ LB	\$0.24	\$0.00			\$0.00	\$0.00		
	10747 Patterson Place		Total/ ton	\$470.00	\$0.00	\$0.00	\$0.00				
	Santa Fe Springs, Ca 90670		Total/lb	\$47,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
7	Univar Solutions	No	Price/ LB	\$0.00	\$0.00			\$0.00	\$0.00		
	8201 S 212th		Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
	Kent, Wa 98032		Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
8	USA LCO	No	Price/ LB	\$0.00	\$0.00			\$0.00	\$0.00		
			Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
			Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		



Commission Meeting Date: July 5, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Purchase of Liquid Ammonium Sulfate (LAS)
From: Jason Fladland, Water Treatment Branch Mgr.
Initiated By: Public Works Department
Presented By: Christoff T Gaub, PW Director
Action Requested: Approval of Bid

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) the low bid from Thatcher Company of Montana Inc, and authorize staff to purchase liquid ammonium sulfate in the amount of \$780.00 per ton, up to the maximum amount of 100 tons for FY2023/24.”

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 accept the low bid from Thatcher Company of Montana Inc., in the amount of \$780.00 per ton for liquid ammonium sulfate for FY 2023/24.

Summary: Liquid ammonium sulfate is used in combination with chlorine to generate monochloramines for longer lasting disinfection that produces fewer disinfection by-products (DBPs). Specifications and bid materials were prepared for the purchase of liquid ammonium sulfate for the Water Treatment Plant for the upcoming fiscal year. Notices were sent out to all prospective bidders and publicly advertised. The bid from Thatcher Company of Montana, Inc. was acceptable as submitted.

Bids were accepted on June 7, 2023, for FY 2023/24 Water Treatment Plant chemical needs. Thatcher Company of Montana Inc., with offices in Missoula, Montana, provided the lowest acceptable bid for liquid ammonium sulfate at \$780.00/ton. This Commission action would award a contract for FY 2023/24.

Fiscal Impact: This price reflects an 18.5% decrease from the FY 2022/23 contract price. The new contract would allow for the purchase of a maximum of 100 tons for a total cost of \$78,000.00.

Attachments/Exhibits: Bid Tabulation



BID TABULATION SUMMARY

Bids Taken at: Civic Center

Date: 6/7/2023

WATER PLANT

Tabulated by: AMcMaster

	Name & Address of Bidder	10% Bid Security (Yes/No)	Prices	Liquid Ammonium Sulfate Approx. 100 tons Delivery 10 days ARO	PREVIOUS YEAR	Liquid Chlorine Approx. 80 tons Delivery 10 days ARO	PREVIOUS YEAR	Liquid Aluminum Sulfate Approx. 800 dry tons Delivery 7 days ARO (May-Sep)	PREVIOUS YEAR	Liquid Alum Cert of Chemical Analysis (Yes/No)	Liquid Alum Cert of Compliance w ANSI/NSF Standard 60 (Yes/No)
1	DPC (DX Industries, Inc.)	NO	Price/ LB	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		
	P.O. Box 509		Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
	Hudson CO 80642-0509		Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
2	Chemtrade Chemicals US LLC	Yes	Price/ LB	\$0.43	\$0.00			\$0.37	\$0.26		
	90 East Haley Rd, Suite 200		Total/ ton	\$860.00	\$0.00	\$0.00	\$0.00	\$730.00	\$525.00		
	Parsippany NJ 07054		Total/lb	\$86,000.00	\$0.00	\$0.00	\$0.00	\$584,000.00	\$420,000.00		
3	Hawkins, Inc.	Yes	Price/ LB	\$0.48	\$0.48			\$0.00	\$0.00		
	3100 E. Hennepin Ave.		Total/ ton	\$960.00	\$960.00	\$0.00	\$0.00				
	Minneapolis, MN 55413-2922		Total/lb	\$96,000.00	\$96,000.00	\$0.00	\$0.00	\$0.00	\$0.00		
4	Kemira Water Solutions, Inc.	N/A	Price/ LB	\$0.00	\$0.00			\$0.00	\$0.00		
	4321 W 6th Street		Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
	Lawrence KS 66049		Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
5	Thatcher Company of Montana	Yes	Price/ LB	\$0.39	\$0.43	\$1.30	\$1.089	\$0.30	\$0.30		
	PO Box 27407		Total/ ton	\$780.00	\$866.00	\$2,600.00	\$2,178.00	\$593.97	\$595.72		
	Salt Lake City, &T 84127-0407		Total/lb	\$78,000.00	\$86,600.00	\$208,000.00	\$174,240.00	\$475,176.00	\$476,576.00		
6	Brenntag Pacific, Inc	Yes	Price/ LB	\$0.24	\$0.00			\$0.00	\$0.00		
	10747 Patterson Place		Total/ ton	\$470.00	\$0.00	\$0.00	\$0.00				
	Santa Fe Springs, Ca 90670		Total/lb	\$47,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
7	Univar Solutions	No	Price/ LB	\$0.00	\$0.00			\$0.00	\$0.00		
	8201 S 212th		Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
	Kent, Wa 98032		Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
8	USA LCO	No	Price/ LB	\$0.00	\$0.00			\$0.00	\$0.00		
			Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
			Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		



Commission Meeting Date: July 5, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Purchase of Liquid Chlorine
From: Jason Fladland, Water Treatment Branch Manager
Initiated By: Public Works Department
Presented By: Christoff T Gaub, Public Works Director
Action Requested: Approval of Bid

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) the low bid from Thatcher Company of Montana, Inc. and authorize staff to purchase liquid chlorine in the amount of \$2600.00 per ton, up to the maximum amount of 80 tons for FY2023/24.”

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 accept the low bid from Thatcher Company of Montana, Inc., in the amount of \$2600.00 per ton for liquid chlorine for FY 2023/24.

Summary: Liquid chlorine is used in the water treatment process for disinfection. Specifications and bid materials were prepared for the purchase of liquid chlorine for the Water Treatment Plant for the upcoming fiscal year. Notices were sent out to all prospective bidders and publicly advertised. The bid from Thatcher Company of Montana, Inc. was acceptable as submitted.

Bids were accepted on June 7, 2023, for FY 2023/24 Water Treatment Plant chemical needs. Thatcher Company of Montana, Inc., with headquarters in Missoula, Montana provided the lowest acceptable bid for liquid chlorine at \$2600.00 per ton. This Commission action would award a contract for FY 2023/24.

Fiscal Impact: This price reflects a 19.38% increase from the FY 2022/23 contract price. The new contract would allow for the purchase of a maximum of 80 tons for a total cost of \$208,000.00.

Attachments/Exhibits: Bid Tabulation



BID TABULATION SUMMARY

Bids Taken at: Civic Center

Date: 6/7/2023

WATER PLANT

Tabulated by: AMcMaster

	Name & Address of Bidder	10% Bid Security (Yes/No)	Prices	Liquid Ammonium Sulfate Approx. 100 tons Delivery 10 days ARO	PREVIOUS YEAR	Liquid Chlorine Approx. 80 tons Delivery 10 days ARO	PREVIOUS YEAR	Liquid Aluminum Sulfate Approx. 800 dry tons Delivery 7 days ARO (May-Sep)	PREVIOUS YEAR	Liquid Alum Cert of Chemical Analysis (Yes/No)	Liquid Alum Cert of Compliance w ANSI/NSF Standard 60 (Yes/No)
1	DPC (DX Industries, Inc.)	NO	Price/ LB	\$0.00	\$0.00	\$0.00		0.00	0.00		
	P.O. Box 509		Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
	Hudson CO 80642-0509		Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00		
2	Chemtrade Chemicals US LLC	Yes	Price/ LB	\$0.43	\$0.00			0.37	0.26		
	90 East Haley Rd, Suite 200		Total/ ton	\$860.00	\$0.00	\$0.00	\$0.00	730.00	525.00		
	Parsippany NJ 07054		Total/lb	\$86,000.00	\$0.00	\$0.00	\$0.00	584,000.00	420,000.00		
3	Hawkins, Inc.	Yes	Price/ LB	\$0.48	\$0.48			0.00	0.00		
	3100 E. Hennepin Ave.		Total/ ton	\$960.00	\$960.00	\$0.00	\$0.00				
	Minneapolis, MN 55413-2922		Total/lb	\$96,000.00	\$96,000.00	\$0.00	\$0.00	0.00	0.00		
4	Kemira Water Solutions, Inc.	N/A	Price/ LB	\$0.00	\$0.00			0.00	0.00		
	4321 W 6th Street		Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
	Lawrence KS 66049		Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00		
5	Thatcher Company of Montana	Yes	Price/ LB	\$0.39	\$0.43	\$1.30	\$1.089	0.29699	0.29786		
	PO Box 27407		Total/ ton	\$780.00	\$866.00	\$2,600.00	\$2,178.00	593.97	595.72		
	Salt Lake City, &T 84127-0407		Total/lb	\$78,000.00	\$86,600.00	\$208,000.00	\$174,240.00	475,176.00	476,576.00		
6	Brenntag Pacific, Inc	Yes	Price/ LB	\$0.24	\$0.00			0.00	0.00		
	10747 Patterson Place		Total/ ton	\$470.00	\$0.00	\$0.00	\$0.00				
	Santa Fe Springs, Ca 90670		Total/lb	\$47,000.00	\$0.00	\$0.00	\$0.00	0.00	0.00		
7	Univar Solutions	No	Price/ LB	\$0.00	\$0.00			0.00	0.00		
	8201 S 212th		Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
	Kent, Wa 98032		Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00		
8	USA LCO	No	Price/ LB	\$0.00	\$0.00			0.00	0.00		
			Total/ ton	\$0.00	\$0.00	\$0.00	\$0.00				
			Total/lb	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00		



Commission Meeting Date: July 5, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Tourism Business Improvement District (TBID) 2023/2024 Budget and Work Plan

From: Melissa Kinzler, Finance Director

Initiated By: Tourism Business Improvement District Board of Directors

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission set public hearing date of July 18, 2023 for the Tourism Business Improvement District (TBID) 2023/2024 Budget and Work Plan.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for the 2023/2024 Tourism Business Improvement District Budget and Work Plan for July 18, 2023.”

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 2023/2024 TBID Budget and Work Plan for July 18, 2023.

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 2023/2024 of approximately \$765,508 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.

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



VISIT Great Falls MONTANA

GREAT FALLS MONTANA TOURISM OBJECTIVES, TACTICS, GOALS, & BUDGET

for

July 1, 2023 – June 30, 2024

Adopted: 4-20-2023

VISION

Be THE place in Montana to visit for a genuine experience.

MISSION

Strengthen our economy by promoting the uniqueness of Great Falls, Montana to visitors.

VALUES

Authentic | Innovative | Bold | Accountable | Respectful | Passionate
Results Focused | Trusting | United | Honest

EXECUTIVE SUMMARY

Great Falls Montana Tourism is the destination management organization for Great Falls, Montana. There are 466 incorporated places in the United States that have a population of between 50,000 to 99,999, Great Falls is 1 of them. There are 741 places with 25,000 to 49,999. That is 1,206 options other than Great Falls that offer travel opportunities. Our job is to get Great Falls known and then make people fall in love with our unique opportunities.

In 2022, Great Falls welcomed 1.3 million overnight from 22 States, 4 Canadian Provinces, and 5 Countries. Market room demand was 517,502, highest in Great Falls' history. The biggest impact for room demand in 2022 was contractors working at Calumet on the creation of a renewable diesel production operation. In 2021 we saw record overnight visitation at nearly 1.5 million, which is believed to be the pent-up demand for travel from 2020 and the desire to still be in wide open spaces.

Overnight visitation is captured from the Institute of Tourism and Recreation Research (ITRR) and shows an 11% decrease over 2021. Room Demand is recorded by Smith Travel Research (STR) and showed a 12% increase. These two divergent trends could be explained by the short-term workforce that was staying in Great Falls not being included in intercept survey data.

Great Falls, Montana is the third largest city in Montana with 60,000 residents. The community has 2,300 lodging rooms available across 30 lodging properties. Construction has started or planned on two additional properties that are expected to bring an additional 155 rooms to Great Falls. There are 2 convention spaces: Montana ExpoPark and Mansfield Center. Additional stand-alone meeting space, as well as hotel-based meeting space, is available through Great Falls. The community has direct flights from Seattle on Alaska, Salt Lake City and Minneapolis on Delta, Denver and seasonally Chicago on United, Las Vegas and Phoenix on Allegiant.

For the fiscal year 2024 (FY24), Great Falls Montana Tourism is expecting a bit of a softening of the growth trends experienced over the past 2 years. The biggest component of the Calumet project is complete and demand for travel is starting to shift back into urban areas. To stabilize tourism in Great Falls and develop long-range growth strategies, Great Falls Montana Tourism is leading an effort to develop the first Comprehensive Tourism Strategic Master Plan for Great Falls, Montana. This process is expected to be completed in late 2023/early 2024. Until that plan is completed and there is an implementable road map with 1-, 2-, 3-, 4-, 5-, 10-, 15-, and 20-year planning windows, the nine objectives for Great Falls Montana Tourism in FY24 will be:

1. Generate stays at Great Falls lodging properties.
2. Increase return overnight visits and trip extensions.
3. Increase room demand during Western Art Week.
4. Increase number of mimosas sold during Mimosa Showdown.
5. Create alliances with champion-led efforts.
6. Increase direct flights to Great Falls.
7. Determine Great Falls' competitive advantages to grow tourism and expand the community's opportunities and competitiveness to attract visitors overnight.
8. Increase the number of Convention and Visitors Bureau members.
9. Maintain a highly functioning, accountable, mission focused, organization with educated staff and informed Directors, members, and partners.

Great Falls Montana Tourism will remain flexible to conduct additional research and begin implementation as is necessary.

STRENGTHS

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.

Landscape

To the west of Great Falls, travelers find themselves surrounded by mountains. To the east of us, the wide-open plains. In Great Falls, we have the best of both worlds. Travelers get the mix of all the landscapes, making this area the most diverse landscape in Montana. Our community is in the river valley, where the Sun River meets the Missouri River. It is surrounded by the Little Belt, Highwood, Big Belt, and Rocky Mountains. We have grasslands, bluffs, buttes, and ag land.

Affordable

Great Falls has a \$98.89 average daily rate through summer, ranging 15-48% below its Montana peers.

Uncrowded

Even with unprecedented growth in overnight visitation to Great Falls, the wait lines at trail heads, ski lifts, and restaurants remain non-existent or short and museums, events, trails, and lodging facilities have capacity for more.

WEAKNESS

Flux

Since 2020, there has been inconsistent trends in the return of tourism. Great Falls Montana Tourism secured funding research options for new strategies for tourism growth, however, that plan is estimated to be completed in December 2023.

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

Great Falls residents hold a low-self image of and are negative about the community being a great place to visit.

OPPORTUNITIES

Air Service

United, Delta, Alaska, and Allegiant are great partners, however, there are opportunities to add carriers and direct flights.

In-Market Experience

We are missing the ability to provide easier access to outdoor recreation and to further the culturally historic stories of Great Falls. Great Falls can benefit from easy access equipment rentals, tour guides, facilitated experiences, and review worthy interactions.

THREATS

National Economy

Interest in travel continues to increase since 2020, however, Government spending on the COVID-19 recovery has thoughts of recession looming nationwide, which could result in the cutting of discretionary spending.

Heritage Events

Great Falls has been fortunate to host long-standing signature events, some established over 40 years. As mature events, there is a potential for the end of their lifecycle or for interest to decline, reducing or eliminating overnight visitor attendance.

LEISURE TARGET MARKET

We've trimmed the target markets for FY24 to focus on more interactions per campaign to gain repeated exposure for message retention and recall. How many times do you see an ad once and it doesn't necessarily warrant acting, but then after the fact you think about it and can't find the ad ever again? The target markets and media strategies will be focused on creating more exposures to our messages.

Fly Markets

- Phoenix/Scottsdale
- Chicago
- Los Angeles
- Dallas

Drive Markets

- Spokane
- Boise
- Lethbridge
- Calgary
- Edmonton

Montana Markets

- Billings
- Missoula
- Kalispell

The personas Great Falls Montana Tourism will target within these markets are:

- Active Independent Adventurers, 35-65 years old
- Culture and History Buffs, 50-65 years old
- Event Experiencers, 25-45 years old
- Shop & Diners, 25-65 years old

GROUP TARGET MARKET

Great Falls Montana Tourism wants to work with one person that could bring a group of people to Great Falls. This could be meetings, conventions, trade shows, sporting events, and tours. On the meeting side, Great Falls Montana Tourism will focus on associations west of Mississippi River who host meetings and conventions with 200+ attendees within the following industries:

- Agriculture
- Arts
- Culture
- Outdoor Recreation

Additionally, Great Falls Montana Tourism will target:

- Montana Associations who are open to considering new locations.
- Montana regional sporting events.

We will do research to find our targets for other group markets and determining our competitive advantages.

CREATIVE AND CAMPAIGNS

Great Falls Montana has used a double exposure creative in its campaigns since 2020. We will be staying the course with this creative until the completion of the Tourism Master Plan and an in-depth analysis of Great Falls' marketing efforts. This year, Great Falls Montana Tourism will:

- adjust creative to not have such a polished, refined look and embrace a grittier style, visually, to the double exposure designs, playing into the filter effect we are seeing on social media where people are losing trust that what they see is reality as there are so many filters and social media is moving towards a "highlights reel" of only the filtered, best parts of life.
- shift away from the use of bright colored overlays on double exposures and look at shifting to using more muted, natural tones in overlays with the integration of more food images and messaging.
- QR codes will be added into videos and printed pieces where possible to make access to more info for planning easier for end users.

Great Falls Montana Tourism will move away from the Basecamp and Dam messaging and create campaigns focusing on a This and That effort, that leans into portraying Great Falls for what it truly is and being who we really are and what we really offer, boldly! The campaigns will integrate accessible and affordable tones with images and copy selection. The strategy is to find a classy way to say Great Falls is cheap and easy.

The campaigns will portray all sides of Great Falls from outdoor adventure to art, from fine dining to your go-to burger, from craft cocktails to draft beer, from do it all to do nothing. It will be about having your cake and eating it too with options on things to do, places to stay, dining, drinks, in a focused way.

This strategy plays into the fact that in today's society we are faced with information overload. When so much info is coming our way, we don't retain it all and we can't recall it all. Most people can't recall a full laundry list of things, but are more likely to recall options when given just 2 or 3.

The concept will be to run two campaigns in tandem, one focused on promoting mountain biking our dirt trails along the river combined with burgers and draft beer before seeing the Trailer Park Boys and the other focused on a Broadway show, our museums and grabbing a craft cocktail.

OBJECTIVE 1

Generate stays at Great Falls lodging properties.

TACTICS

Paid Media

Great Falls' paid media strategy will consider social, niche print publications with digital support, video-based placements, native articles, retargeted placements, and opportunities that leverage Glacier and Yellowstone National Park trip planners and visitors. All

placements will take advantage of custom landing pages for tracking. The focus will be on creating more exposures to our messages.

www.VisitGreatFallsMontana.org Website

Great Falls Montana Tourism will maintain a professional website and add micro sites for weddings, meetings, and groups. Detailed scenic drives will be added to the site that highlight noteworthy stops and points of history will be added. The website will be improved through the year with information that is often requested to ensure information is readily accessible for target audiences. Particular attention will be paid to pages within the site that get the most traffic to ensure continual fresh and relevant content is available, especially to the event page where new travel worthy events will be added weekly to increase date specific travel to Great Falls.

Earned Media

Great Falls Montana Tourism will monitor Help a Reporter Out “HARO” listserv for media searching for sources on story topics and provide information that will encourage leisure travel to Great Falls.

Trade Shows

Great Falls Montana Tourism will attend trade shows in target markets with preference given to niche shows and shows that have a large Montana presence to attract leisure travelers to travel to Great Falls. We will consider partnership options for attending larger and longer shows. Specific shows considered include:

- Calgary Outdoor Travel and Adventure Show
- Calgary Women’s Show
- Boise Bike Show
- Spokane Bike Show

Facebook

Great Falls Montana Tourism will be the leader in producing original content about Great Falls, using “Glimpse of Great Falls” video segments, “Did you Know/Check this Out” image segments, “This is New” posts, member developed and supplied “Show Me” video segments, “Foodography” posts that highlight Great Falls’ foodie scene, “Big Sky View” drone video segments, “Buy Your Friendship” giveaway posts, and new content announcement posts. Members who create Facebook events and add Great Falls Montana Tourism as the co-host will have the co-host request accepted for the event to be added to our page’s event section. Shared content will be limited as it produces lower impressions and engagement; however, Great Falls Montana Tourism will post shared content 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. Great Falls Montana Tourism will also manage its Facebook channel by:

- Inviting people who engage with our content and ads to Like our page.
- Responding to comments and messages, both positive and negative, as appropriate.

Instagram

The strategy with this tactic is to leverage user generated images to post breathtaking, emotion invoking photos on our feed of the diverse landscapes and seasonal experiences

in and around an approximate 60-mile radius from Great Falls for leisure travelers to be inspired by. As appropriate, this tactic will also supplement the growth of our photo library by securing the rights and the original high-resolution images to use in other media efforts.

Feed posts will include:

- Current brand toned captions.
- Great Falls, Montana as the tagged location, with the specific location added in the comments.
- The hashtags: #VisitGreatFalls #GreatFallsMontana #GreatFallsMT #GreatFalls #Montana.
- Additional trending experience, season, and image specific hashtags to leverage larger feeds.

Great Falls Montana Tourism will create short form videos highlighting activities, events, special features, unique experiences, and beautiful views to be used on reels and shared in stories. Lastly, tagged content, current events, blog post links, podcast episode links, and other relevant content that highlight outdoor adventure and activities in Great Falls will be shared in our stories, as appropriate. Great Falls Montana Tourism will continue to manage this channel by:

- Responding to comments and messages, both positive and negative, as appropriate.
- Finding and following hashtags and creators relevant for our purpose.

YouTube

Great Falls Montana Tourism will use this tactic to launch a “Great Stories of Great Falls” series. This will be long-form documentary style videos produced by Great Falls Montana Tourism that will emotionally connect viewers to Great Falls and provide a deeper reason for leisure travelers to travel to our community. Topics for this series could be:

- Inside and Behind our Five Dams
- The remains of our mining history
- The feisty women of Great Falls and the legacy to see today
- The localist, freshest beer of the world is in Great Falls
- 30 years in the making – River’s Edge Trail System
- Where the history of plains Indians is still present in Great Falls

The “What’s Up Wednesday” video segment will be resurrected for this tactic and posted weekly, highlighting what can be done in the coming weekend and in two-weeks in Great Falls. Short-form videos will be produced and published furthering the “Montana People of Great Falls” effort, providing business profile videos to connect the viewers to the people of Great Falls that make it a special place to visit. Furthering our people connection, we will produce “Makers of Great Falls” and “Artists of Great Falls” short-form videos. Great Falls Montana Tourism will continue to manage this channel by:

- Responding to comments and messages, both positive and negative, as appropriate.
- Organizing content into Playlists, as appropriate.

LocalHood

This tactic is a Crowdriff platform that is available in partnership with BrandMT. Great Falls Montana Tourism will leverage this tactic to publish itinerary ideas and tips of things leisure travelers can do. As appropriate, this content will be downloaded and shared to Great Falls Montana Tourism’s Instagram Reels and YouTube Shorts.

We're No Dam Experts Podcast

Great Falls Montana Tourism will create, produce, and publish a weekly episode on a topic about Great Falls, Montana. These episodes will be supported with a landing page that contains a link to each episode. Each episode will be shared on Facebook and Instagram and published to YouTube.

"Adventure Awaits" Email

A monthly email will be developed using current brand tone and imagery then delivered to our 80,000+ database to encourage travel in the next 60 days using Constant Contact. Additional special editions will be delivered to targeted interests as the need arises. All Adventure Awaits emails will be shared with a Facebook post.

"Get to Know Great Falls" Email

In lieu of mailing printed visitor guides, an email, using Constant Contact, will be sent to inquiries received from paid media placements. If requested from the email, a printed guide will be mailed.

Printed Material

Great Falls Montana Tourism will develop and make available four printed resources to educate and orient travelers about Great Falls, Montana. Those pieces are:

- Montana's Basecamp Magazine – the official visitor guide for Great Falls which contains everything someone needs to know about Great Falls.
- Great Falls Map Pads – tear off sheets for navigating the streets of Great Falls.
- The Falls of Great Falls Map Pads – tear off sheets for navigating to all 5 falls on the Missouri River in Great Falls.
- Highlight Sheet – a one page piece to use with groups to showcase the must dos of Great Falls.

Leverage Connected Audiences/Influencers

This tactic is broad based and will leverage audiences already connected to Great Falls. Great Falls Montana Tourism will consider:

- Creating a printed insert for local businesses to include with their Great Falls made products being sent directly to consumers that invites them to visit.
- Creating window decals for member businesses that includes a QR code taking the viewer directly to a video about Great Falls, Montana.
- Working with the Newberry and other venues to ask traveling talent to tag Great Falls, Montana in posts about upcoming events they are doing in Great Falls. Ask talent to enjoy Great Falls and let us capture video to post to our social channels and tag talent.
- Working with persona based Great Falls residents for them to create specific content that will be posted to their channels where Great Falls Montana Tourism is tagged.
- Working with Great Falls sporting venues: Electric City Speedway, Great Falls Trap and Skeet Club, Voyager Stadium, Montana ExpoPark, Great Falls Ice Plex, and Mclaughlin Center.
- Researching options for travel package donations, filled with Great Falls made products and member experiences, to be auctioned during fundraising events in target markets.

- Sponsorships that will provide marketing opportunities for Great Falls Montana Tourism during sponsored activities targeted to leisure and group travelers. Opportunities most appealing include Great Falls Montana Tourism include video play features, program ads, access to databases for welcome, fill-your-after-hours, and thank you communications, magazine display space, scripted overhead announcements, and social channel takeovers.
- Work with Touro University Montana, Malmstrom Air Force Base, and University of Providence to invite staff, students, and personnel's, family and friends to come visit them in Great Falls.

Blogs

Great Falls Montana Tourism will leverage this website feature to highlight the what's and how's of things to do in Great Falls. The types of content that will be blogs are "Where to Throw Horseshoes", "Where to have motorized fun", "Rodeos and PowWows", "Great Falls' Burger Challenge", "Is the fishing here really worth it?", "What to Hunt and Where". Blogs will be more evergreen and developed and published by both Great Falls Montana Tourism and resident experts throughout the year. Additionally, Great Falls Montana Tourism will develop and publish a less evergreen monthly "Only in Great Falls" blog that will feature activities and events that can only be done in the coming month in Great Falls and shared through a post on Facebook.

Network and Research

This tactic is about leveraging others for the benefit of Great Falls. Great Falls Montana Tourism will:

- Network with leaders at Rotary, Chamber, Montana Society of Association Executives, and other professional functions to find industry associations, passion projects, reunions, and sporting events residents are connected to and ask for referrals to bring the opportunity to Great Falls.
- Work with local venues to develop a comprehensive calendar of projects and leverage the success of those local projects for national opportunities.
- Prospect through LinkedIn to connect with meeting planners and build relationships with them to find opportunities they need destinations for.
- Deliver "Bring it to the Basecamp" presentations to civic organizations and ask for referrals of group opportunities.
- Search MINT+ database for new meeting and convention opportunities by industry and location and send letters of interest to qualified leads.
- Search public event calendars at venues in communities like Great Falls for groups they have secured and solicit group to consider Great Falls.
- Respond to Request for Proposals by providing:
 - partner supplied room rates & availability or agreed upon percentage discount on standard rates on future bookings.
 - information on applicable resources, such as catering, live music, networking events, transportation, and family itineraries.
 - industry specific options for keynote addresses or on-site tours.
 - details on unique attendee experience opportunities to increase attendee interest.
 - connections to community and industry leaders, local service providers, and community engagement opportunities.

- o testimonies from previous groups secured through surveys of completed events.

“Get it in Great Falls” Lead Distribution

Great Falls Montana Tourism will search the MINT+ database for meetings of 10-125 attendees and send those leads to Great Falls lodging and venue properties monthly.

LinkedIn

Great Falls Montana Tourism will leverage industry trends and utilize this social platform to:

- highlight networking activities, space, unique opportunities, and successes.
- promote affordability and accessibility.
- showcase landed businesses and successes of getting things done.
- share industry advantages only in Great Falls.

“Bring it to the Basecamp” Email

Great Falls Montana Tourism will leverage industry trends and develop an email with relevant content and distribute to its planner/organizer database, using Constant Contact.

Familiarization Tours

Great Falls Montana Tourism will continue to provide a virtual familiarization tour for planners of group events. In-person tours will be strategically made available throughout the year. These tours will provide planners with the opportunity to see Great Falls, its venues, and experiences in person to better picture what an event in our community could look like.

Targeted Events

Great Falls Montana Tourism will step away from hosted buyer shows for meetings this year and test other areas of the group markets. We will learn a little more about these events from our peers that have attended and visit with BrandMT regarding the deliverables for these events. We will discuss with our local properties what their efforts currently involve and what groups are already coming. Based on findings from these conversations, Great Falls Montana Tourism will consider attending:

- American Bus Association (ABA) Marketplace
- International Roundup (IRU)
- Go West
- Destination West
- American Motorcoach Association (AMA)
- International Inbound Tour Association (IITA) Summit
- National Tour Association (NTA) Travel Exchange
- IPW
- RMI
- ITB
- ESTO

Incentives

Great Falls Montana Tourism will utilize big and small incentives to gain favor with organizers to talk to us or land businesses in Great Falls. Incentives for landed business will provide opportunities for members to benefit from.

Attendance Building

Great Falls Montana Tourism will attend preceding events of meetings/convention landed to build attendance, provide social media assets for organizers to post about Great Falls, and/or distribute communications about Great Falls to potential attendees.

GOALS

Maintain record setting room demand levels of FY23 measured by Smith Travel Research reports and maintain overnight visitation of FY23 measured by Institute for Tourism and Recreation Research. Grow lodging tax collections 2%. Grow LinkedIn Followers 60%. Grow Facebook Followers 15%. Grow Instagram Followers 15%. Grow YouTube Audience 80%. Average 100,000 weekly social media impressions. Produce 6 "Great Stories of Great Falls". Secure 4 new groups to Great Falls. Aid partners in securing 4 new groups to Great Falls.

OBJECTIVE 2

Increase return overnight visits and trip extensions.

TACTICS

Signage

A sign will be placed on the front door at 15 Overlook Dr to let guests know when humans are available to visit with them and direct them to scan a QR Code to receive a welcome message and details about what to do in Great Falls when we are away enjoying Great Falls (like they should be doing).

City Keyosk

Great Falls Montana Tourism will research the possibility of partnering with the City Keyosk system already in local lodging properties to place content within their system for in-market guests to know what to do in Great Falls.

Interactive Kiosk

A kiosk is planned at 15 Overlook Drive through the Wayfinding Plan and has funding attached to it through a Main Street Grant, which Great Falls Montana Tourism is helping to provide match for. Downtown Great Falls is leading this effort and we will work with them to determine specific kiosk options and consider the option of upgrading at our own expense, if needed.

Guest Services

Great Falls Montana Tourism will provide services to guests coming to 15 Overlook Drive throughout the year, during regular operations, as staff time allows. This would be Monday – Friday between the hours of 9 am and 4 pm, excluding holidays, board meetings, and extenuating circumstances.

- Offer Welcome Booth at event with Great Falls resources to provide attendees information about things to do after conference.
- Develop pre/post conference itineraries for distribution to meeting attendees.

- Provide Family/Partner itineraries to increase add-on attendance.

The Eventory

Great Falls Montana Tourism will create and deliver The Eventory, an inventory listing of events occurring in Great Falls, weekly. The email will be sent, using Constant Contact, to distribution lists that include event industry partners, interested parties, and lodging properties to aid in itinerary fillers for in-market guests, to share what events are coming up with in-market guests, and strategic planning or collaborating on established and new events with other organizers.

Coming Soon Display

Great Falls Montana Tourism will maintain a digital coming soon display visible within and from outside of 15 Overlook Drive.

Invite Them Back

Prior to the start of a large event in Great Falls, Great Falls Montana Tourism will provide to lodging properties and members, details about the next events that guests can be invited back for.

GOAL

Maintain 90% of groups staying overnight in Great Falls are with repeat visitors as measured by Institute for Tourism and Recreation Research.

OBJECTIVE 3

Increase room demand from Wednesday to Sunday night of Western Art Week 2024.

*Great Falls Montana Tourism will focus on attracting the Event Experiencers to Great Falls during Western Art Week and leave the Art Buyer market to the shows to attract. The following tactics are designed for first time and repeat attendees.

TACTICS

www.WesternArtWeek.com Website

Great Falls Montana Tourism will manage the content on this micro-site to list all the shows with links to the show pages where details of events and artists can be found.

Target Market Gallery Pop-Up Show

Great Falls Montana Tourism will partner with select Western Art Week artists from select Drive and Montana Markets and create a mini-Western Art Week experience within those artists community, including a quick finish or quick draw or auction. We will consider leveraging local businesses business after hours events to gain attendance. All attendees will receive an incentive to travel to Great Falls for Western Art Week. The incentive could be:

- Limited Edition Print
- Drawing entry for original art during an opening reception to a show
- VIP Tickets
- Drawing for a free night stay in any Great Falls lodging property

Influencers

Great Falls Montana Tourism will research options to sponsor a creator(s) of influence from select Drive and Montana Markets to attend Western Art Week for their first time and create, or have content created around their experience to post on theirs and Great Falls Montana Tourism's channels.

Paid Media

Great Falls Montana Tourism will leverage the new video assets developed in FY23 for paid placement. Messaging will include notice of rebate for attendees.

Owned Media

Great Falls Montana Tourism will work with show organizers to feature artists and their works on WesternArtWeekGF Facebook page.

VIP Tickets

This tactic will consider the creation of a VIP Ticket that would provide benefits at participating shows that could include:

- Reserved seating at events
- Hosted Hospitality area
- Valet or reserved parking at shows

Rebate

Great Falls Montana Tourism will provide a \$50 rebate to Western Art Week attendees who complete a form and provide a folio from a Great Falls lodging property for a completed stay on Wednesday, March 13, 2024.

GOAL

20% increase in total Wednesday to Sunday night room demand over FY23 measured by Smith Travel Research reports.

OBJECTIVE 4

Increase number of mimosas sold during 5th Annual Mimosa Showdown in partnership with Downtown Great Falls.

TACTICS

www.MimosaShowdown.com Website Page

Great Falls Montana Tourism will maintain a page on its website that will have www.MimosaShowdown.com direct to. This will be the landing page used for paid media efforts and highlight the showdown participants and the 2024 showdown contender. Other events planned in conjunction with the Showdown will also be highlighted, such as Sunday brunch or live music.

Paid Media

Great Falls Montana Tourism will leverage previous Mimosa Showdown video assets for paid placement to encourage travel to Great Falls for the event.

Support Materials

Great Falls Montana Tourism will lead the effort to develop printed materials in coordination with Downtown Great Falls that will list all the Showdown participants and text to vote instructions. These materials will be distributed prior to the Showdown for participants to place within their establishment.

Owned Media

Great Falls Montana Tourism will create a Facebook Event and include Downtown Great Falls and Showdown Participants as co-hosts. Great Falls Montana Tourism will create content related to the event and post on its social channels, tagging Downtown Great Falls and specific Showdown participants.

GOAL

1,000 Mimosas sold per establishment measured by establishment feedback.

OBJECTIVE 5

Create alliances with champion-led efforts that enhance Great Falls' competitiveness for overnight visitation and further the mission of Great Falls Montana Tourism.

TACTICS

Partnership Proposals

Great Falls Montana Tourism will accept proposals throughout the year to fund projects that will generate NEW room nights in Great Falls lodging properties. There is no minimum or maximum amount for a request, however; funding decisions will consider the potential revenue Great Falls Montana Tourism will generate and the cost per one thousand impressions of marketing that will be received. There is no set number of proposals that will be awarded in any year. Great Falls Montana Tourism is not a continuous source of funding. There is no set number of grants awarded in any year.

Resource Clearinghouse

Great Falls Montana Tourism will provide bulk printed resources upon request to partners who will be working with guests on our behalf. This tactic also includes inventory management by Great Falls Montana Tourism to ensure materials produced by our organization as well as partner organizations are in-stock and available.

GOAL

Review and act on every opportunity presented.

OBJECTIVE 6

Increase direct flights to Great Falls.

TACTICS

Invest and Support

Great Falls Montana Tourism will support Great Falls International Airport and the Great Falls Chamber Foundation as they lead the Low-Cost Air Initiative and the Small Community Air Service Development (SCASD) effort. In addition to support, Great Falls Montana Tourism has committed \$275,000 over three years to help secure and support a low-cost air carrier, to market specific flights to ensure their success. Great Falls Montana

Tourism has invested \$50,000 as a match for SCASD. Additionally, Great Falls Montana Tourism devotes portions of its paid media spend in communities that have direct flights and those targeted for potential new direct flights.

GOAL

One new direct flight market added to GTF.

OBJECTIVE 7

Determine Great Falls' competitive advantages to grow tourism and expand the community's opportunities and competitiveness to attract visitors overnight.

TACTICS

Collaborate with Consultants

Great Falls Montana Tourism will work with the consultant team to research and analyze Great Falls and determine strategies for tourism growth for the destination.

GOAL

Adoption of a Comprehensive Tourism Strategic Master Plan for Great Falls, Montana with discovery, research, analysis, and data and an implementable road map with 1-, 2-, 3-, 4- 5-, 10-, 15-, and 20-year planning windows, supported by specific metrics to gauge progress by and methodology to prioritize the resources to achieve the goals and objectives of the plan.

OBJECTIVE 8

Increase the number of Convention and Visitors Bureau members.

TACTICS

1:1 meetings

Great Falls Montana Tourism will target businesses and organizations that will receive value from and help support Tourism's efforts and visit about the benefits of the annual \$100 investment.

Referrals

This tactic relies on current members to share their experience with Great Falls Montana Tourism to recruit other businesses to become members. Successful recruiter members will receive a \$25 credit on their membership, up to \$50 per year.

Marketing Opportunities

Great Falls Montana Tourism will provide non-paid opportunities to members and paid opportunities for members and non-members to leverage our marketing efforts. The non-paid opportunities include:

- Providing materials, discounts and special offers for Great Falls Montana Tourism landed attendees.
- Notice of event sponsorship availability.
- Trade show booth feature.

The paid marketing efforts include:

- "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.

- “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. Only 1 per month available.
- “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. Only 1 per week available for a total of 21.
- “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. Only 1 per week available for a total of 52.

Website

Great Falls Montana Tourism will maintain a membership section on www.VisitGreatFallsMontana.org that includes membership benefits, marketing opportunities and a fillable membership form. This is a more passive tactic, however, has produced new members without staff time.

GOAL

160 total members by 6/30/2024.

OBJECTIVE 9

Maintain a highly functioning, accountable, mission focused, organization with educated staff and informed Directors, members, and partners.

TACTICS

Board, Partner Communication

Great Falls Montana Tourism will 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. Great Falls Montana Tourism will maintain a weekly and monthly paid media performance dashboard, a weekly owned media dashboard, and a monthly goal dashboard supported by data of visitation, lodging tax collection, and TBID assessment collection.

Board of Directors Management

The Board of Directors and Executive Committees will meet monthly to monitor financials, review progress towards goals, discuss pressing issues, review strategy, and adopt changes in strategic efforts. Great Falls Montana Tourism will provide Director orientation and opportunities for new Directors to be mentored by more seasoned Directors.

Policy and Procedure Review

Along with the Board of Directors, Great Falls Montana Tourism will review and update policies and procedures and add new governance as needed.

Financial Management

Great Falls Montana Tourism will follow financial management policies in managing the organization's funds. Staff will oversee:

- annual audit of assessment and tax funds.
- coordinate 990 preparations 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.

Professional Development

Staff will be provided with opportunities for continued education within the industry and their area of professional purpose. Staff will take advantage of webinars from Destinations International, DMA West, Rotary, and other industry partners. Trainings and conferences Great Falls Montana Tourism will consider attending:

- Destinations International Annual Convention
- DMA West CEO
- DMA West Tech Summit
- Destinations International Marketing and Communications Summit
- Destinations International Sales & Services summit
- Social West

Customer Management

Great Falls Montana Tourism will track all activity for inquiries, leads, projects, and partners through iDSS customer relationship management system.

Stakeholder Management

Great Falls Montana Tourism will create and deliver quarterly "Basecamp Briefs" for members, lodging properties and community leaders. We will find strategically aligned opportunities to gather stakeholders together for specific purposes to build, educate, and align tourism stakeholders. A joint Tourism Annual Meeting will be held every June.

Project Management

This tactic involves keeping records in iDSS up to date with notes regarding each contact with a project. Great Falls Montana Tourism will also create and deliver progress reports as needed to venues and lodging properties regarding projects lost and secured and known business occurring in Great Falls.

Staff/Volunteer Management

Great Falls Montana Tourism will maintain a year-round staff of an Executive Director, Sales Director, Content Director, and Guest Services Manager. This team will implement this plan and approved recommendations from the Comprehensive Tourism Strategic Master Plan.

To ensure effective and efficient use of staff time, we will conduct weekly meetings to prioritize for the week, discuss hurdles, and strategize implementation efforts regarding each tactic.

Advocate

Great Falls Montana Tourism will leverage Board of Directors to do most of the advocating, however, staff will be involved in key efforts connected to:

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

GOAL

Clean audit with zero findings. Retain results producing staff.

Great Falls Montana Tourism Budget
July 1, 2023 - June 30, 2024

	CVB	General	TBID	Total	Nat Avg
Income					
1 Bed Tax	\$213,436	\$0	\$0	\$213,436	
2 TBID Assessment	\$0	\$0	\$765,508	\$765,508	
3 Reserves	\$0	\$0	\$133,600	\$133,600	
4 Membership	\$0	\$10,000	\$0	\$10,000	
5 Grant	\$0	\$0	\$0	\$0	
6 Advertising	\$0	\$0	\$0	\$0	
Total Income	\$213,436	\$10,000	\$899,108	\$1,122,544	
Expenses					
7 Personnel	\$37,187	\$0	\$239,717	\$276,904	25% 42%
Administration					
8 Rent	\$0	\$0	\$10,500	\$10,500	
9 Utilities	\$0	\$0	\$9,200	\$9,200	
10 Memberships	\$0	\$0	\$13,000	\$13,000	
11 Subscriptions	\$0	\$0	\$18,000	\$18,000	
12 Maintenance	\$0	\$0	\$6,500	\$6,500	
13 Supplies	\$0	\$0	\$9,000	\$9,000	
14 Travel	\$0	\$0	\$1,000	\$1,000	
15 Stakeholder Events	\$0	\$850	\$500	\$1,350	
16 Postage	\$0	\$0	\$1,200	\$1,200	
17 Insurance	\$1,500	\$0	\$3,200	\$4,700	
18 Professional Fees	\$2,500	\$0	\$20,000	\$22,500	
19 TAC	\$1,500	\$0	\$0	\$1,500	
20 Professional Development	\$0	\$0	\$18,000	\$18,000	
Total Admin	\$5,500	\$850	\$110,100	\$116,450	10% 11%
21 Leisure Traveler Marketing					
21a Media Placement	\$110,000	\$0	\$140,000	\$250,000	
21b Management & Production	\$34,749	\$0	\$47,291	\$82,040	
22 Groups	\$0	\$0	\$40,000	\$40,000	
23 Influencers	\$0	\$0	\$12,000	\$12,000	
24 Destination Development	\$0	\$0	\$195,000	\$195,000	
25 Digital Kiosks	\$0	\$0	\$15,000	\$15,000	
26 Print Resources	\$0	\$0	\$10,000	\$10,000	
27 Opportunity	\$1,000	\$0	\$30,000	\$31,000	
28 Photo & Video Library	\$0	\$0	\$10,000	\$10,000	
29 Visitor Guide	\$20,000	\$6,000	\$0	\$26,000	
30 Joint Venture	\$5,000	\$0	\$0	\$5,000	
31 Trade Shows	\$0	\$0	\$5,000	\$5,000	
32 Website	\$0	\$0	\$20,000	\$20,000	
33 Events	\$0	\$3,150	\$25,000	\$28,150	
34 Reserves	\$0	\$0	\$0	\$0	
Total Program	\$170,749	\$9,150	\$549,291	\$729,190	65% 47%
Total Expenses	\$213,436	\$10,000	\$899,108	\$1,122,544	
Net Profit	\$0	\$0	\$0	\$0	

Great Falls Montana Tourism Budget
FY24 to FY23 Comparison

	CVB FY24	CVB FY23		General FY24	General FY23		TBID FY24	TBID FY23		Total FY24	Total FY23	
Income												
1 Bed Tax	\$213,436	\$195,448	9%	\$0	\$0		\$0	\$0		\$213,436	\$195,448	9%
2 TBID Assessment	\$0	\$0		\$0	\$0		\$765,508	\$757,388	1%	\$765,508	\$757,388	1%
3 Reserves	\$0	\$0		\$0	\$0		\$133,600	\$0	100%	\$133,600	\$0	100%
4 Membership	\$0	\$0		\$10,000	\$15,000	-33%	\$0	\$0		\$10,000	\$15,000	-33%
5 Grant	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	
6 Advertising	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	
Total Income	\$213,436	\$195,448	9%	\$10,000	\$15,000	-33%	\$899,108	\$757,388	19%	\$1,122,544	\$967,836	16%
Expenses												
7 Personnel	\$37,187	\$30,391	22%	\$0	\$0		\$239,717	\$227,978	5%	\$276,904	\$258,369	7%
Administration												
8 Rent	\$0	\$0		\$0	\$0		\$10,500	\$4,500	133%	\$10,500	\$4,500	133%
9 Utilities	\$0	\$0		\$0	\$0		\$9,200	\$9,200	0%	\$9,200	\$9,200	0%
10 Memberships	\$0	\$0		\$0	\$0		\$13,000	\$13,000	0%	\$13,000	\$13,000	0%
11 Subscriptions	\$0	\$0		\$0	\$0		\$18,000	\$16,000	13%	\$18,000	\$16,000	13%
12 Maintenance	\$0	\$0		\$0	\$0		\$6,500	\$6,000	8%	\$6,500	\$6,000	8%
13 Supplies	\$0	\$0		\$0	\$0		\$9,000	\$12,000	-25%	\$9,000	\$12,000	-25%
14 Travel	\$0	\$0		\$0	\$0		\$1,000	\$0	100%	\$1,000	\$0	100%
15 Stakeholder Events	\$0	\$0		\$850	\$0	100%	\$500	\$0	100%	\$1,350	\$0	100%
16 Postage	\$0	\$0		\$0	\$0		\$1,200	\$1,000	20%	\$1,200	\$1,000	20%
17 Insurance	\$1,500	\$1,459	3%	\$0	\$0		\$3,200	\$3,200	0%	\$4,700	\$4,569	3%
18 Professional Fees	\$2,500	\$1,850	35%	\$0	\$0		\$20,000	\$18,200	10%	\$22,500	\$5,000	350%
19 TAC	\$1,500	\$1,500	0%	\$0	\$0		\$0	\$0		\$1,500	\$1,500	0%
20 Professional Development	\$0	\$0		\$0	\$0		\$18,000	\$5,000	260%	\$18,000	\$5,000	260%
Total Admin	\$5,500	\$4,809	14%	\$850	\$0	100%	\$110,100	\$88,100	25%	\$116,450	\$92,909	25%
Leisure Traveler Marketing												
21a Media Placement	\$110,000	\$87,000	26%	\$0	\$0		\$140,000	\$128,000	9%	\$250,000	\$215,000	16%
21b Management & Production	\$34,749	\$27,800	25%	\$0	\$0		\$47,291	\$41,310	14%	\$82,040	\$69,110	19%
22 Groups	\$0	\$0		\$0	\$0		\$40,000	\$25,000	60%	\$40,000	\$25,000	60%
23 Influencers	\$0	\$0		\$0	\$0		\$12,000	\$0	100%	\$12,000	\$0	100%
24 Destination Development	\$0	\$0		\$0	\$0		\$195,000	\$22,500	767%	\$195,000	\$22,500	767%
25 Digital Kiosks	\$0	\$0		\$0	\$0		\$15,000	\$0	100%	\$15,000	\$0	
26 Print Resources	\$0	\$0		\$0	\$0		\$10,000	\$0	100%	\$10,000	\$0	
27 Opportunity	\$1,000	\$20,448	###	\$0	\$0		\$30,000	\$87,500	-66%	\$31,000	\$107,948	-71%
28 Photo & Video Library	\$0	\$0		\$0	\$0		\$10,000	\$10,000	0%	\$10,000	\$10,000	0%
29 Visitor Guide	\$20,000	\$20,000	0%	\$6,000	\$6,500	-8%	\$0	\$0		\$26,000	\$26,500	-2%
30 Joint Venture	\$5,000	\$5,000	0%	\$0	\$0		\$0	\$0		\$5,000	\$5,000	0%
31 Trade Shows	\$0	\$0		\$0	\$0		\$5,000	\$5,000	0%	\$5,000	\$5,000	0%
32 Website	\$0	\$0		\$0	\$0		\$20,000	\$20,000	0%	\$20,000	\$20,000	0%
33 Events	\$0	\$0		\$3,150	\$3,500	-10%	\$25,000	\$0	100%	\$28,150	\$3,500	704%
34 Reserves	\$0	\$0		\$0	\$5,000	-100%	\$0	\$102,000	-100%	\$0	\$107,000	-100%
Total Program	\$170,749	\$160,248	7%	\$9,150	\$15,000	-39%	\$549,291	\$441,310	24%	\$729,190	\$616,558	18%
Total Expenses	\$213,436	\$195,448	9%	\$10,000	\$15,000	-33%	\$899,108	\$757,388	19%	\$1,122,544	\$967,836	16%
Net Profit	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	

2/6/2023

Results

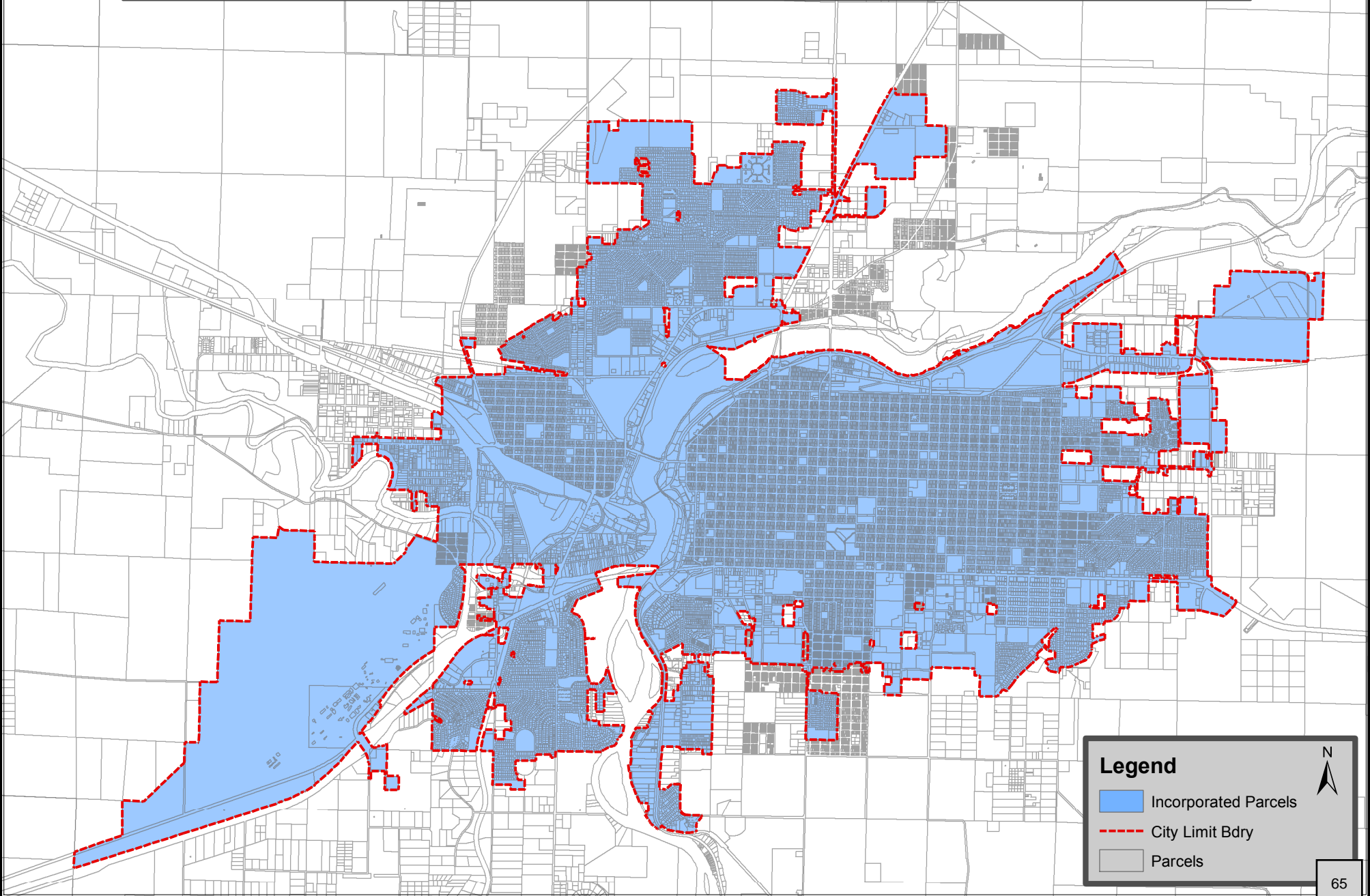
	Current	TARGET	Progress	2023	Weeks to Go 52		Growth
					# To Target	Weekly Goal	
Maintain FY23 Room Demand		276,139	0%	276,139	276,139	5,310	-100%
Increase Lodging Tax Collection 2%		214,200	0%	210,000			-100%
Maintain FY23 Overnight Visitation		1,331,000	0%	1,331,000			-100%
Maintain 90% Repeat Visitation		1,197,900	0%	1,197,900	1,197,900	23,037	-100%
Secure 4 NEW Group Commitments		4	0%	2	4	0	-100%
Partner's Secure 4 NEW Group Commitments		4	0%	NA	4	0	
1 New Direct Flight to GTF		1	0%	NA	1		
Grow W-Su Western Art Week Room Demand by 20%		8,035	0%	6,696			-100%
Sell 1,000 Mimosas during Mimosa Showdown		1,000	0%	750			-100%
Adopt Comprehensive Tourism Strategic Master Plan		Adopt	0%	NA			
Produce 6 Great Stories of Great Falls		6	0%	NA	6		
Generate 100,000 Avg Weekly Social Media Impressions		100,000	0%	86,000			-100%
Grow LinkedIn Followers by 60%		659	0%	412	659	13	-100%
Grow Facebook Followers by 15%		16,160	0%	14,052	16,160	311	-100%
Grow Instagram Followers by 15%		7,424	0%	6,456	7,424	143	-100%
Grow YouTube Audience by 80%		495	0%	275	495	10	-100%
Secure 160 Members		160	0%	134	160	3	-100%
Zero Audit Findings		0	0%	0			
Retain Results Producing Staff	3	4	75%	3	1	0.0	0%

Great Falls Montana Tourism Budget
July 1, 2023 - June 30, 2024

	CVB	General	TBID	Total	Nat Avg
Income					
1 Bed Tax	\$213,436	\$0	\$0	\$213,436	
2 TBID Assessment	\$0	\$0	\$765,508	\$765,508	
3 Reserves	\$0	\$0	\$133,600	\$133,600	
4 Membership	\$0	\$10,000	\$0	\$10,000	
5 Grant	\$0	\$0	\$0	\$0	
6 Advertising	\$0	\$0	\$0	\$0	
Total Income	\$213,436	\$10,000	\$899,108	\$1,122,544	
Expenses					
7 Personnel	\$37,187	\$0	\$239,717	\$276,904	25% 42%
Administration					
8 Rent	\$0	\$0	\$10,500	\$10,500	
9 Utilities	\$0	\$0	\$9,200	\$9,200	
10 Memberships	\$0	\$0	\$13,000	\$13,000	
11 Subscriptions	\$0	\$0	\$18,000	\$18,000	
12 Maintenance	\$0	\$0	\$6,500	\$6,500	
13 Supplies	\$0	\$0	\$9,000	\$9,000	
14 Travel	\$0	\$0	\$1,000	\$1,000	
15 Stakeholder Events	\$0	\$850	\$500	\$1,350	
16 Postage	\$0	\$0	\$1,200	\$1,200	
17 Insurance	\$1,500	\$0	\$3,200	\$4,700	
18 Professional Fees	\$2,500	\$0	\$20,000	\$22,500	
19 TAC	\$1,500	\$0	\$0	\$1,500	
20 Professional Development	\$0	\$0	\$18,000	\$18,000	
Total Admin	\$5,500	\$850	\$110,100	\$116,450	10% 11%
21 Leisure Traveler Marketing					
21a Media Placement	\$110,000	\$0	\$140,000	\$250,000	
21b Management & Production	\$34,749	\$0	\$47,291	\$82,040	
22 Groups	\$0	\$0	\$40,000	\$40,000	
23 Influencers	\$0	\$0	\$12,000	\$12,000	
24 Destination Development	\$0	\$0	\$195,000	\$195,000	
25 Digital Kiosks	\$0	\$0	\$15,000	\$15,000	
26 Print Resources	\$0	\$0	\$10,000	\$10,000	
27 Opportunity	\$1,000	\$0	\$30,000	\$31,000	
28 Photo & Video Library	\$0	\$0	\$10,000	\$10,000	
29 Visitor Guide	\$20,000	\$6,000	\$0	\$26,000	
30 Joint Venture	\$5,000	\$0	\$0	\$5,000	
31 Trade Shows	\$0	\$0	\$5,000	\$5,000	
32 Website	\$0	\$0	\$20,000	\$20,000	
33 Events	\$0	\$3,150	\$25,000	\$28,150	
34 Reserves	\$0	\$0	\$0	\$0	
Total Program	\$170,749	\$9,150	\$549,291	\$729,190	65% 47%
Total Expenses	\$213,436	\$10,000	\$899,108	\$1,122,544	
Net Profit	\$0	\$0	\$0	\$0	

Tourism Business Improvement District No. 1307

Map of District Boundaries



Legend

-  Incorporated Parcels
-  City Limit Bdry
-  Parcels

N

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 2023/2024 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 18, 2023, 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 9 and 16, 2023



Commission Meeting Date: July 5, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Business Improvement District (BID) FY 2024 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 18, 2023 for the Business Improvement District (BID) FY 2024 Budget and Work Plan

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for the FY 2024 Business Improvement District Budget and Work Plan for July 18, 2023.”

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 2024 BID Budget and Work Plan for July 18, 2023.

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 district successfully completed an expansion in 2022, and this budget is the second year of the newly expanded district. The district attempted another expansion in 2023, but it did not pass.

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.

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 2024 of approximately \$264,000 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 2023-2024
BID Final Budget
Map of BID Boundaries
Legal Notice



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN 2023-2024



The Great Falls Business Improvement District (BID) is authorized by Montana Code Annotated, Title 7, Chapter 12, Part 11.

The map of the Great Falls Business Improvement District boundaries is attached as a part of this document. As of July 1, 2022, the BID has expanded to include twenty (20) additional parcels. This is the first time the BID has changed its boundaries since its original creation. As of July 1, the BID will have 212 parcels within its boundaries.

The BID was first created in 1989, we serve as the second oldest BID in the State of Montana, working with the smallest budget. We have successfully been recreated every ten (10) years since 1989. We exist until we work toward recreation next in 2029. BID services are designed to supplement existing City services and will be in addition to City services that are currently provided in Downtown Great Falls.

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.

This is an ambitious work plan outlined by the BID Board and Executive Director.

The plan will be fluid as funding, conditions and priorities evolve. In no particular order, the plan includes and may not be limited to the following:

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 grant programs.
 - Grant programs may include, but are not limited to:
 - Interior Grant
 - Business Incentive Grant
- 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 Downtown TIF
 - The BID may pursue TIF Funds for extraordinary projects
 - Community Block Development Grants (CDBG)
 - Seek additional revenue streams, as deemed appropriate.
- Continue efforts to expand the boundaries of the BID to provide our services to additional property owners as our work continues to improve Downtown Great Falls
- Streetscape Improvements
- Conversion of One-ways
- Work with DDP to procure a lighting study, and implement findings

➤ **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
 - Organization 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



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN 2023-2024



➤ Unifying Entities

- Communication
 - Provide our property & business owners information on the BID and our programs
 - BID insert in the Downtown Association's eblast at a minimum of once a month
 - Regular Press Releases in regard to BID activities/events
 - Bring more awareness to the Community about the work of the BID
- 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)
 - Support the annual Serve Day, NWGF CommUnity Clean-Up and other volunteer led events when focused on Downtown
 - Work with organizations to coordinate improvement efforts of our downtown
- Downtown Partnerships
 - The BID will be an active participant in the Downtown Development Partnership (DDP), working to implement the Downtown Master Plan
 - The BID representative will be available to serve in an officer capacity on the Board of the DDP
 - The BID will take the lead on citywide Wayfinding Implementation
 - Support the pursuit of a Downtown Revitalization Plan
 - The BID will support the Downtown Great Falls Association (DGFA)
 - The BID will support the Downtown Business Development Officer, an employee of the Great Falls Development Authority
 - The BID will support the following organizations, the Great Falls Area Chamber of Commerce and Montana Tourism via Convention Visitors Bureau membership
- Advocacy
 - Relay and support a unified voice for Downtown
 - Advance policies
 - Increased partnerships and opportunities to promote the heart of the City
- City Boards
 - Serve as ex-officio on the Historic Preservation Advisory Commission

➤ Beautification

- Downtown Public Art Projects
 - The BID will serve as the lead in the organization of ArtsFest MONTANA
 - Pursue lighting the existing murals
 - Continue support of the Urban Art Project
 - The BID will continue creation of additional Traffic Signal Box artwork within the Downtown Master Plan boundaries, utilizing DDP funding, as that funding permits
- Trash Removal
- Graffiti Removal
- Snow Removal
- Flower Maintenance
- Tree Maintenance
 - Utilizing funding for tree maintenance from the Downtown TIF through FY 2026
- Holiday Décor
- Banners/Flags
- Sound System



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN 2023-2024



➤ Administration

- Day to day matters
- Reporting
- Staffing & support
- Continued educational opportunities for staff
- Attendance at regional and national conferences for growth and education opportunities

Assessment Formula:

The assessment of the BID consists of the following:

- A flat fee of \$200.00 for each lot or parcel without a Land Use Code of 125,
- A flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 which is a residential condominium,
- An assessment of \$.00165 times the market valuation as provided by the Montana Department of Revenue, and
- An assessment of \$.015 times the square footage of the land area.

BID Governance:

As per MCA 7.12.11 the Board shall consist of not less than five or more than seven owners of property within the district or their assignees. The Great Falls BID has consisted of seven property owners, or their representatives, since its inception in 1989. These property owners volunteer to serve and are appointed by the City Commission.

Program Structure:

The BID delivers programs and services for the area of the district that pays into the BID. The BID has its own board, work plan and staff to support programming. The BID follows the principles of the National Main Street Program, having worked to succeed at the highest level of membership in this program as an Accredited Program. The National Main Street program has four pillars; Design (BID), Economic Vitality (GFDA), Promotion (DGFA) and Organization which is largely led by the BID.

**BID
BUDGET
FY 2024**

**ACTUAL
FY 2023 to May 11, 2023**

Revenues

Assessments	\$264,000	\$169,725.85
Assessment Receivable	\$15,000	
Coins for a Cause	\$500	\$349.91
Downtown Art - Sponsorships	\$25,000	\$97,745.00
Interest Income	\$150	\$-
TIF Funds - ArtsFest	\$50,000	
TIF Funds - Tree Work	\$25,000	\$13,811.48
Grant Funds - Wayfinding	\$60,000	\$9,802.48
Prior Year Carryover - Cash	\$100,000	\$-
Total Revenues	<u>\$539,650</u>	<u>\$291,434.72</u>

Expenses

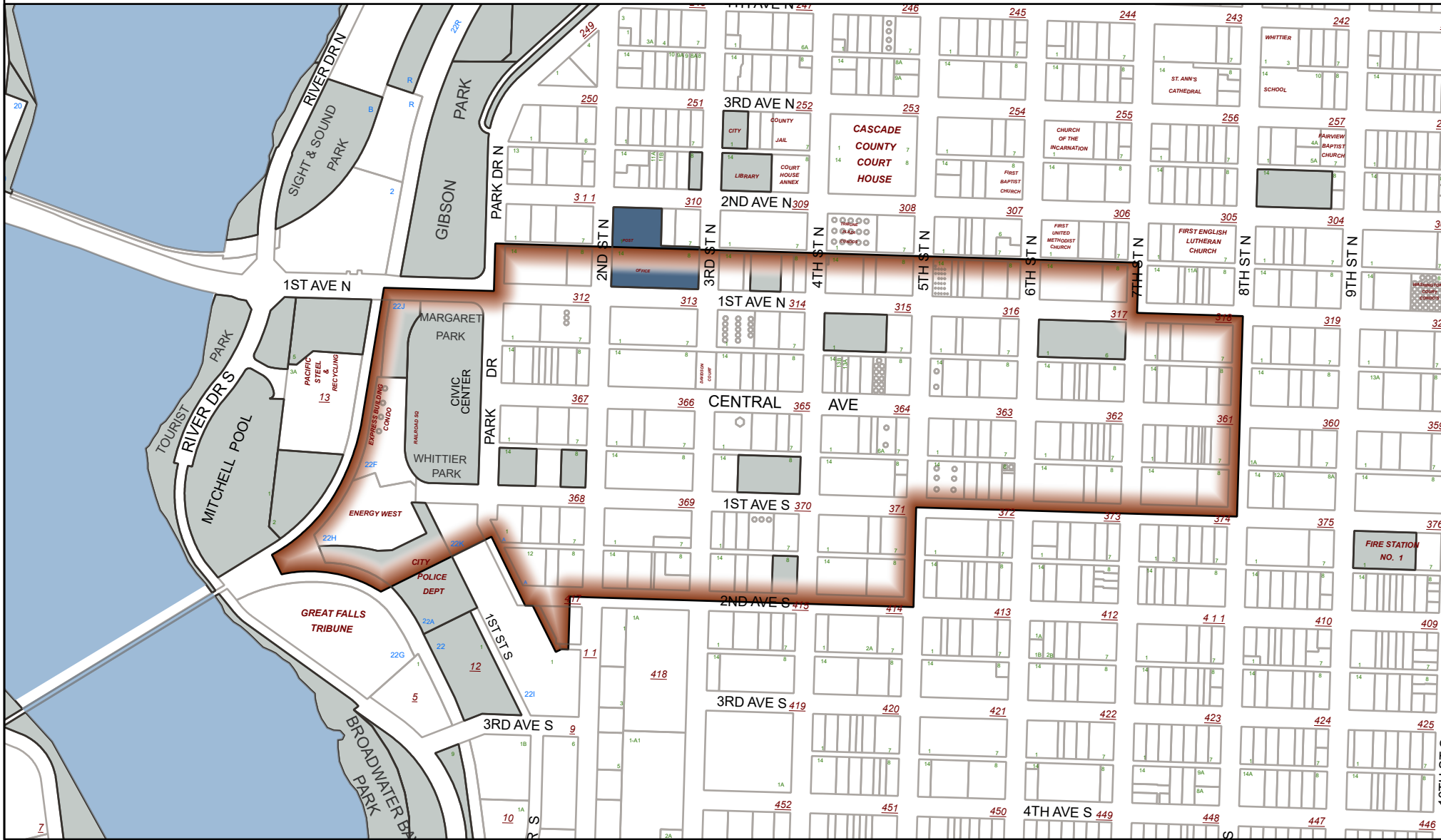
Advertising	\$350	130.01
Web Design	\$250	
Beautification	\$8,000	\$6,625.00
Art Downtown	\$50,000	\$78,395.48
Flowers	\$15,000	\$6,000.00
Sound System	\$5,000	\$193.86
Snow Removal	\$12,000	\$7,125.00
Trash Removal	\$20,000	\$5,873.42
Tree Program	\$30,000	\$19,196.98
Holiday Décor	\$15,000	\$10,583.75
Business Grants Approved	\$42,500	\$81,910.00
Business Grants - Interior	\$40,000	5000
Business Grants - Business Incentive Grant	\$20,000	2500
Coins for a Cause	\$500	\$349.91
Contract Services	\$18,000	\$8,500.02
Donations	\$2,000	2000
Dues & Subscriptions	\$3,600	\$3,600.00
Employee Benefits	\$300	\$275.00
Insurance	\$5,000	\$3,098.00
Miscellaneous	\$-	\$-
Office Equipment	\$1,000	
Office expense	\$1,500	\$1,363.46
Payroll taxes	\$25,000	\$7,756.47
Professional Services	\$5,000	\$4,900.00
Rent	\$5,210	\$5,196.00
Salaries	\$120,000	\$86,731.28
Special Projects	\$15,250	5500
Supplies	\$4,000	\$2,117.47
Taxes, Licenses & Fees	\$35	\$31.50
Telephone/Internet	\$1,000	\$885.28
Travel & Education	\$3,000	\$0.00
Main Street Conference	\$5,000	5353.16
Urban Art Project	\$0	\$250.00
Utilities	\$300	\$252.63
Wayfinding	\$60,000	\$23,482.95
Total Expenses	<u>\$533,795</u>	<u>\$385,176.63</u>

Net Revenue/Loss

\$5,855

-\$93,741.91

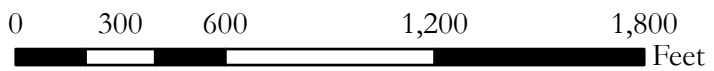
Exhibit A: Newly Expanded Business Improvement District



Legend

- BID
- City Properties
- Federal Government Properties

2/16/2022



Map exhibit is for reference only and is not survey grade. For questions, please contact the City of Great Falls Mapping & Add...

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Business Improvement District (BID) budget and work plan for Fiscal Year 2023/2024 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 18, 2023, 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 9 and 16, 2023



Commission Meeting Date: July 5, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Annual Budget Hearing on Resolution 10509 – Annual Budget Resolution – for July 18, 2023

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 10509 – Annual Budget Resolution for July 18, 2023.”

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 10509 for July 18, 2023, 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 2024 budget process in February when the Commission met to develop Commission Priorities. From there, the City Departments developed their requested budgets, and the City Manager developed his proposed budget. A budget introduction was given at a Commission Work Session on May 2, 2023.

The final proposed budget for the General Fund was presented to the City Commission at a Commission Work Session on June 20, 2023. The final proposed budget in its entirety was presented at a Commission Work Session on July 5, 2023. This agenda item is to schedule the annual public hearing on the budget for July 18, 2023.

The budget strategy since FY2021 has been one of economic recovery from COVID-19. The City did not utilize any tax increases in FY2021 and FY2022, and subsequently used fund balance of \$552,502 and \$1,300,446, respectively, in those years. In FY2023, the City utilized all available tax increases for the inflationary factor and permissive medical levy. However, because of the compounding effect, not all tax revenue was recouped from the previous two years. An amount of \$1,205,000 of the CARES Act balance

in the General Fund was used to balance the budget in FY2023. The City is utilizing available tax increases in FY2024 to offset the deficit in the General Fund and an additional \$998,064 of the CARES Act balance.

The proposed budget for FY2024 includes raising the full inflationary factor available. This amounts to a total of 2.46% or \$451,129. This is one-half the average rate of inflation over the prior 3 years. The proposed budget also includes utilizing the full amount available for the Permissive Medical Levy. This amount is \$353,042 in additional General Fund revenue to be used towards increased health insurance costs. In total, the additional General Fund revenue from increasing property taxes is \$804,171.

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 last major source of increased General Fund revenue is from the House Bill 124 Entitlement Share from the State of Montana. For FY2024, this amount increased by \$311,446.

The General Fund budget is presented using \$998,064 from money received from the CARES Act to offset using additional fund balance. The projected unreserved ending fund balance of the General Fund is 17.6%. The recommended minimum policy of the City is 22%. The remaining CARES Act balance is an additional 6.1%. The total projected ending fund balance in the General Fund, unreserved and CARES Act, is 23.7%.

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: The fiscal impact of the proposed increase for inflation for a residential home with a taxable market value of \$100,000 would be approximately \$5.90 for Fiscal Year 2024. The fiscal impact of the proposed increase for the Permissive Medical Levy is \$4.61. The total impact on a residential home with a taxable market value of \$100,000 would be \$10.51 for the year. The amount is \$21.02 for a \$200,000 home.

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 not utilize the inflationary factor or increase for the permissive medical levy. Likewise, the City could reduce General Fund expenditures by \$804,171 or use undesignated fund balance. Additional money from the CARES Act could also be allocated to balance the General Fund.

Concurrences: The proposed Fiscal Year 2024 Budget was presented by the City Manager on June 20, 2023 and July 5, 2023 at Commission Work Sessions.

Attachments/Exhibits:

Resolution 10509

Resolution 10509 Appendix A

Notice of Budget Hearing

**RESOLUTION NO. 10509
ANNUAL BUDGET RESOLUTION
A RESOLUTION RELATING TO FINAL BUDGETS AND ANNUAL
APPROPRIATIONS FOR THE FISCAL YEAR
BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

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 \$61,796 to \$83,607

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 18, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

Resolution No. 10509 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	10,225,303	37,973,437	0	37,973,437	38,031,225	940,276	38,971,501	9,227,239	2,381,766	6,845,473
Special Revenue Funds										
Covid Recovery Fund	17,953,164	0	0	0	12,842,529	0	12,842,529	5,110,635	5,110,635	0
Park & Rec Special Revenue	590,972	50,800	0	50,800	18,472	0	18,472	623,300	405,777	217,523
Parkland Trust	170,356	0	0	0	0	0	0	170,356	170,356	0
Library	480,978	2,685,975	0	2,685,975	2,606,164	0	2,606,164	560,789	0	560,789
Library Foundation	415,743	248,380	0	248,380	239,730	0	239,730	424,393	424,393	0
Planning & Comm Dev	(70,979)	1,144,452	376,932	1,521,384	1,528,519	0	1,528,519	(78,114)	0	(78,114)
Central MT Ag Tech TID	1,957,575	399,479	0	399,479	125,724	0	125,724	2,231,330	2,231,330	0
Airport TID	33,412	193,336	0	193,336	14,825	0	14,825	211,923	211,923	0
Downtown TID	0	0	0	0	0	0	0	0	0	0
East Industrial Ag Tech TID	183,577	386,606	0	386,606	356,488	0	356,488	213,695	213,695	0
Economic Revolving	20,492	0	0	0	0	0	0	20,492	20,492	0
Permits	811,612	1,407,260	0	1,407,260	1,595,192	0	1,595,192	623,680	0	623,680
Natural Resources	315,128	529,100	256,277	785,377	908,012	0	908,012	192,493	31,886	160,607
Portage Meadows	131,950	71,941	0	71,941	75,117	0	75,117	128,774	0	128,774
Park Maintenance District	3,050,263	1,500,000	0	1,500,000	1,438,657	0	1,438,657	3,111,606	0	3,111,606
Street District	4,725,191	7,984,427	0	7,984,427	10,615,757	0	10,615,757	2,093,861	0	2,093,861
Support & Innovation	87,926	1,029,508	0	1,029,508	1,029,508	0	1,029,508	87,926	0	87,926
Gas Tax BaRSAA	1,648,884	0	0	0	0	0	0	1,648,884	0	1,648,884
911 Special Revenue	1,102,452	612,447	0	612,447	0	346,674	346,674	1,368,225	1,368,225	0
Police Special Revenue	365,952	41,323	0	41,323	900	0	900	406,375	406,375	0
HIDTA Special Revenue	5,067	264,939	0	264,939	77,503	0	77,503	192,503	192,503	0
Fire Special Revenue	78,801	6,600	0	6,600	0	0	0	85,401	85,401	0
Federal Block Grant	1,439,420	1,239,810	0	1,239,810	1,239,810	0	1,239,810	1,439,420	1,439,420	0
HOME Grant	64,206	1,346,236	0	1,346,236	1,346,236	0	1,346,236	64,206	64,206	0
Street Lighting Districts	1,324,064	1,325,660	0	1,325,660	1,471,426	0	1,471,426	1,178,298	0	1,178,298
Special Revenue Funds Total	36,886,206	22,468,279	633,209	23,101,488	37,530,569	346,674	37,877,243	22,110,451	12,376,615	9,733,836
Debt Service Funds										
Soccer Park Bond	35,379	164,500	0	164,500	169,276	0	169,276	30,603	30,603	0
West Bank TID	1,255,747	896,507	0	896,507	331,494	0	331,494	1,820,760	1,820,760	0
Downtown TID Bonds	4,614,977	1,550,000	0	1,550,000	1,030,298	500,000	1,530,298	4,634,679	4,634,679	0
Improvement District Revolving	44,554	0	0	0	1,390	0	1,390	43,164	43,164	0
Master Debt SILD	58,118	11,396	0	11,396	4,246	0	4,246	65,268	65,268	0
General Obligation Taxable Bond	9,020	0	0	0	0	0	0	9,020	9,020	0
Debt Service Funds Total	6,017,795	2,622,403	0	2,622,403	1,536,704	500,000	2,036,704	6,603,494	6,603,494	0
Capital Projects Funds										
General Capital Projects	452,172	0	0	0	0	0	0	452,172	452,172	0
Improvement Districts Projects	5,893	0	0	0	0	0	0	5,893	5,893	0
Downtown TID Capital Projects	989,585	0	0	0	0	0	0	989,585	989,585	0
Hazard Removal	21,036	0	0	0	0	0	0	21,036	21,036	0
Capital Projects Funds Total	1,468,685	0	0	0	0	0	0	1,468,685	1,468,685	0
Enterprise Funds										
Golf Courses	(381,274)	1,735,392	0	1,735,392	1,570,049	0	1,570,049	(215,931)	0	(215,931)
Water	10,832,998	17,742,536	0	17,742,536	17,959,512	0	17,959,512	10,616,022	3,744,182	6,871,840
Sewer	17,283,095	18,135,966	0	18,135,966	21,191,018	0	21,191,018	14,228,043	3,283,869	10,944,174
Storm Drain	6,681,251	7,248,126	500,000	7,748,126	5,657,812	0	5,657,812	8,771,565	946,308	7,825,257
Sanitation	1,707,725	5,110,861	0	5,110,861	5,330,632	0	5,330,632	1,487,954	0	1,487,954
Swimming Pools	516,738	450,950	267,861	718,811	729,258	0	729,258	506,291	0	506,291
911 Dispatch Center	2,694,373	1,832,854	346,674	2,179,528	2,599,480	0	2,599,480	2,274,421	2,274,421	0
Parking	94,605	656,250	0	656,250	736,701	0	736,701	14,154	0	14,154
Recreation	55,352	389,780	39,206	428,986	483,697	0	483,697	641	0	641
Multisports	36,574	93,366	0	93,366	123,033	0	123,033	6,907	0	6,907
Ice Breaker Run	41,895	73,900	0	73,900	70,821	0	70,821	44,974	0	44,974
Civic Center Events	367,806	395,450	0	395,450	692,902	0	692,902	70,354	29,263	41,091
Special State Projects	0	0	0	0	0	0	0	0	0	0
Port Authority	876,457	0	0	0	0	0	0	876,457	127,453	749,004
Enterprise Funds Total	40,807,596	53,865,431	1,153,741	55,019,172	57,144,915	0	57,144,915	38,681,853	10,405,496	28,276,357
Internal Service Funds										
Central Garage	4,683,501	3,710,816	0	3,710,816	3,555,217	0	3,555,217	4,839,100	1,557,899	3,281,201
Information Tech	164,522	2,043,962	0	2,043,962	2,042,855	0	2,042,855	165,629	86,508	79,121
Insurance & Safety	333,304	1,928,361	0	1,928,361	1,938,177	0	1,938,177	323,488	0	323,488
Health & Benefits	2,852,471	10,956,452	0	10,956,452	11,217,763	0	11,217,763	2,591,160	0	2,591,160
Human Resources	38,012	1,096,835	0	1,096,835	1,096,791	0	1,096,791	38,056	0	38,056
City Telephone	67,122	97,591	0	97,591	83,065	0	83,065	81,648	0	81,648
Finance	400,982	2,084,977	0	2,084,977	2,160,385	0	2,160,385	325,574	0	325,574
Engineering	692,214	2,179,600	0	2,179,600	2,654,876	0	2,654,876	216,938	36,922	180,016
Public Works Admin	379,308	803,951	0	803,951	965,951	0	965,951	217,308	5,271	212,037
Civic Center Facility Services	307,202	707,274	0	707,274	707,274	0	707,274	307,202	97,116	210,086
Internal Service Funds Total	9,918,637	25,609,819	0	25,609,819	26,422,354	0	26,422,354	9,106,102	1,783,716	7,322,386
Total	105,324,223	142,539,369	1,786,950	144,326,319	160,665,767	1,786,950	162,452,717	87,197,824	35,019,772	52,178,052

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 2024. 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 2024 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 18, 2023, 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 9 and 16, 2023



Commission Meeting Date: July 5, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing on Resolution 10510 – Intent to Increase Property Tax for July 18, 2023

From: Gregory T. Doyon, City Manager

Initiated By: Statutory Budget Requirements

Presented By: Melissa Kinzler, Finance Director

Action Requested: Set Public Hearing on Resolution 10510 – Intent to Increase Property Tax for July 18, 2023

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing on Resolution 10510 – Intent to Increase Property Tax for July 18, 2023.”

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 10510 for July 18, 2023, and provide notices for the public hearing on the Intent to Increase Property Tax.

Background: Prior to the adoption of the City’s annual budget the City is required to hold public hearings on 1) the intent to increase revenue from property taxation, and 2) the proposed annual budget. This action would schedule the public hearing on the intent to increase revenue from property taxation.

The City of Great Falls has a limited ability to increase property tax revenue because of a statewide property tax cap. Under Section 15-10-420, MCA, the City is authorized to increase property tax revenue by “one-half of the average rate of inflation for the prior 3 years.”

The City did not raise the inflationary factor in Fiscal Years 2021 and 2022 due to the COVID-19 pandemic and aiding in economic recovery for taxpayers. The City utilized the full inflationary factor including carryover mills in Fiscal Year 2023.

For Fiscal Year 2024 (Tax Year 2023) as provided by the Montana Department of Administration, the allowable inflationary adjustment is 2.46%. This amounts to \$451,129 of additional revenue for the General Fund.

Sections 15-10-420 and 2-9-212(2)(a), MCA, also allow property tax levy increases for premium contributions for group benefits. The City is proposing an additional 1.92% property tax levy increase for health insurance premiums. This would provide \$353,042 in additional revenue to help offset the health insurance increases in the General Fund. Health insurance premiums increased 8% for Fiscal Year 2024.

The total proposed allowable property tax levy increase is 4.38%.

The hearing on Resolution 10510 is the Intent to Increase Property Tax, whereas additional action by the City Commission will be needed in the future to set the increased mill levy. This will occur after the City receives its certified taxable value from the Montana Department of Revenue in August.

Fiscal Impact: The fiscal impact of the proposed increase for inflation for a residential home with a taxable market value of \$100,000 would be approximately \$5.90 for Fiscal Year 2024. The fiscal impact of the proposed increase for the “Permissive Medical Levy” is \$4.61. The total impact on a residential home with a taxable market value of \$100,000 would be \$10.51 for the year. The total impact for a \$200,000 home would be \$21.02; for a \$300,000 home would be \$31.53 and for a \$600,000 home it would be \$63.06. The fiscal impact of not authorizing the increase for inflation or permissive medical levy to the General Fund would result in a revenue shortfall of \$804,171 for the proposed budget.

	Taxable Market Value for a Residential home			
	\$100,000	\$200,000	\$300,000	\$600,000
Tax Levy Increase	\$5.90	\$11.80	\$17.70	\$35.40
Permissive Medical Levy	\$4.61	\$9.22	\$13.83	\$27.66
Total Fiscal Impact	\$10.51	\$21.02	\$31.53	\$63.06

Alternatives: If the hearing on Intent to Increase Property Taxes is not held, the General Fund would need to determine alternative revenues from non-property tax sources. Other options include reducing proposed expenditures by \$804,171 or using General Fund fund balance of \$804,171. The City could also allocate monies received from the CARES Act. To balance the General Fund, \$998,064 from the CARES Act has already been used to offset the use of undesignated fund balance in FY2024. The General Fund balance is projected to be \$6,845,473 million (17.6% of expenditures) at the end of Fiscal Year 2024. The City of Great Falls fund balance policy set in the Annual Budget Resolution is a minimum of 22%. The FY2024 budget is projected to be below the recommended policy.

Attachments/Exhibits:

- Resolution 10510
- Notice of Budget Increase from Property Taxes

RESOLUTION NO. 10510
RESOLUTION OF INTENT TO INCREASE PROPERTY TAX
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

WHEREAS, Mont. Code Ann. § 2-9-212(2)(b) requires the City to hold a public hearing and subsequently adopt a resolution of its intent to increase property tax revenue, prior to budgeting for any increase in property tax revenue from existing property; and

WHEREAS, Mont. Code Ann. §15-10-420(1)(a) allows the City to increase its annual property tax levy by "one-half of the average rate of inflation for the prior 3 years"; and

WHEREAS, Mont. Code Ann. § 15-10-420(1)(c) provides for the average rate of inflation to be calculated "using the consumer price index, U.S. City average, all urban consumers, using the 1982-1984 base of 100, as published by the Bureau of Labor Statistics of the United States Department of Labor"; and

WHEREAS, the applicable consumer price indexes had a three year average of 4.92% and an allowed tax levy increase of **2.46%** for Tax Year 2023; and

WHEREAS, Mont. Code Ann. § 2-9-212(2)(a) excludes a portion of a governmental entity's property tax levy for premium contributions for group benefits from the mill levy calculation limitation provided for in Mont. Code Ann. §15-10-420; and

WHEREAS, Mont. Code Ann. § 2-9-212(2)(a) allows additional mill levies for premium contributions for group benefits beyond the amount of contributions in effect; and

WHEREAS, the applicable contributions increase allows the City to levy additional mills under Mont. Code Ann. § 2-9-212(2)(a), an allowed tax levy increase of **1.92%**; and

WHEREAS, the notice of public hearing on the City's intent to budget an increase in revenue from property taxation by **4.38%** was published in accordance with Mont. Code Ann. § 7-1-4127, as required by Mont. Code Ann. § 2-9-212(2)(b); and

WHEREAS, the hearing on the City's intent to budget an increase in revenue from property taxation was held in accordance with Mont. Code Ann. § 7-1-4131.

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

Intent to budget additional property tax revenue

The City Commission intends to budget the **4.38 percent** increase in property tax revenue allowed by Mont. Code Ann. §15-10-420.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,
 July 18, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10510 titled “Resolution of Intent to Increase Property Tax for the Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024” as allowed by Mont. Code Ann. § 15-10-420 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 18, 2023, at 7:00 o’clock p.m. Any interested person may appear and speak for or against said Resolution 10510 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 9 and 16, 2023



Commission Meeting Date: July 5, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Postpone Bid Award: Natatorium Demolition & Restoration, O.F. 1393.8

From: Park and Recreation

Initiated By: Park and Recreation

Presented By: Steve Herrig, Park and Recreation Director

Action Requested: Postpone Consideration of Bids and Contract Approval

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (postpone/not postpone) consideration of a bid award and contract approval for the Natatorium Demolition and Restoration until the July 18, 2023 Commission Meeting.”

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

Staff Recommendation:

Postpone consideration of a bid award and contract approval for the Natatorium Demolition and Restoration until the July 18, 2023 Commission Meeting.

Summary:

The Natatorium Demolition and Restoration project will include the demolition of the Natatorium and restoration of the area impacted along with sidewalks for a future play structure and pavilion. The project is funded with CDBG funds, but came in over budget. Staff is researching whether the overage can be funded with CDBG funds or if funds will need to come from another source.

Background:

The exterior wall of the facility failed in January of 2018 and the facility was closed in December of 2018. The building has been sitting vacant until funds were available for the demolition.

The demolition & restoration design services were provided by TD&H Engineering. The design team will provide project management services. City staff will provide general contract management with the design team and the contractor. City staff is providing grant management.

An Invitation to Bid was advertised two times in the Great Falls Tribune on May 14 & 21, 2023 and posted on the City's web site. One Addendum was issued on May 26, 2023. Bids were due on May 31, 2023. Two bids were received, with the lowest bid being \$73,269.20 over the engineer's estimate.

Fiscal Impact

This project is being funded by CDBG, but came in over budget. Staff is working to see if there other CDBG funds that can be used towards this project.

Alternatives:

The City Commission could vote to not postpone the bid award. However, due to the bids on this project, staff will not have had sufficient time to adequately research additional funds and make an informed recommendation to the Commission.

Concurrences:

This project is supported by the City of Great Falls and the Park and Recreation Advisory Board.

Attachments/Exhibits:

Certified Bid Tabulation

BID TABULATION									
PROJECT TITLE: Natatorium Demolition PR 6423404 O.F. 1393.8									
ITEM	DESCRIPTION	EST QTY	UNIT	Engineers Cost Estimate		Shumaker Trucking & Excavation Contractors, Inc		Olympus Technical Services, Inc	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
101	Mobilization (5%) Max	1	LS	10,309.80	10,309.80	14000	14,000.00	19000	19,000.00
102	Remove Chain Link Fence	318	LF	2.00	636.00	5	1,590.00	7	2,226.00
103	Abandon Water Service	1	EA	7,500.00	7,500.00	16000	16,000.00	8100	8,100.00
104	Abandon Sanitary Sewer Service	1	EA	2,000.00	2,000.00	2000	2,000.00	8100	8,100.00
105	Abandon Stormwater Service	1	EA	7,500.00	7,500.00	18000	18,000.00	8100	8,100.00
106	Abandon Power, Gas, Comm Services	1	LS	2,500.00	2,500.00	500	500.00	2000	2,000.00
107	Asbestos Containing Materials and LBP Handling & Re	1	LS	35,000.00	35,000.00	51000	51,000.00	69000	69,000.00
108	Structure Demolition and Removal	1	LS	100,000.00	100,000.00	118000	118,000.00	174000	174,000.00
109	Embankment in place	1	LS	21,000.00	21,000.00	37000	37,000.00	113000	113,000.00
110	Top Soil 4" Depth	150	CY	25.00	3,750.00	30	4,500.00	95	14,250.00
111	4" Concrete Sidewalk (4" Crushed Base Course)	790	SF	14.00	11,060.00	16.5	13,035.00	15.6	12,324.00
112	1 1/2" Minus Crushed Base Course (12" depth)	550	SF	5.00	2,750.00	3	1,650.00	8.5	4,675.00
113	Erosion Control and SWPPP	1	LS	2,500.00	2,500.00	2500	2,500.00	3340	3,340.00
114	Miscellaneous Work	10000	UNIT	1.00	10,000.00	1	10,000.00		10,000.00
					\$216,505.80		\$289,775.00		\$448,115.00

SUMMARY	
Bidder	Base Bid
Engineers Cost Estimate	\$216,505.80
Shumaker Trucking & Excavation Contractors, Inc	\$289,775.00
Olympus Technical Services, Inc	\$448,115.00

Bid Tabulations prepared and certified on

Courtney Lyerly
 Courtney Lyerly, Project Engineer
 TD&H Inc.

6/1/2023



Commission Meeting Date: July 5, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10506, Submitting to the electors the questions of permanently increasing the mill levies of the City to pay costs of Public Safety Services, including operation, maintenance and certain capital costs of the Police Department, Fire Department, City Attorney and Municipal Court Services and related Public Safety expenses and amending, restating and superseding Resolution 10500 adopted by the City Commission on March 7, 2023.

From: Melissa Kinzler, Finance Director

Initiated By: City Commission

Presented By: Greg Doyon, City Manager

Action Requested: Adopt Resolution 10506

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10506.”

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

Staff Recommendation: Staff recommends adoption of Resolution 10506.

Summary: On March 7, 2023, the City adopted Resolution No. 10500 calling for a mill levy election to permanently increase mill levies of the City to pay costs of public safety services (the “Prior Resolution”). Subsequent to the adoption of the Prior Resolution, House Bill 543 (“HB 543”) was enacted by the 68th legislature at the 2023 Montana legislative session of the State of Montana, and signed into law by the Governor. HB 543 revises the information that must be included on the ballot for a mill levy election and is effective as of July 1, 2023. This resolution includes the new ballot information required by HB 543 and supersedes the Prior Resolution in its entirety.

The question being proposed to the registered voters of the City is set forth as follows:

Shall the City Commission of the City of Great Falls, Montana (the “City”) be authorized to levy mills for the purpose of paying costs of public safety services, including operations, maintenance and certain capital costs of the police department, fire department, city attorney and municipal court services and related public safety expenses?

If this mill levy proposition is passed, the City will be authorized to levy permanently up to 103.75 mills per year, to raise approximately \$10,717,305. Based on the taxable value of the City in fiscal year 2023, the property taxes on a home with an assessed market value for tax purposes of \$100,000 would increase by \$140.06 per year, of \$300,000 would increase by \$420.18 per year, and of \$600,000 would increase by \$840.36 per year. An increase in property taxes may lead to an increase in rental costs.

Fiscal Impact: Based on the taxable value of the City in fiscal year 2023, the property taxes on a home with an assessed market value for tax purposes of \$100,000 would increase by \$140.06 per year, of \$300,000 would increase by \$420.18 per year, and of \$600,000 would increase by \$840.36 per year. An increase in property taxes may lead to an increase in rental costs.

Concurrences: City Manager's Office, Attorney's Office, Municipal Court, Police and Fire Departments.

Attachments/Exhibits:

Resolution 10506

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and appointed City Clerk of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "A RESOLUTION OF THE CITY COMMISSION SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF GREAT FALLS, MONTANA, THE QUESTION OF PERMANENTLY INCREASING MILL LEVIES OF THE CITY TO PAY COSTS OF PUBLIC SAFETY SERVICES, INCLUDING OPERATION, MAINTENANCE AND CERTAIN CAPITAL COSTS OF THE POLICE DEPARTMENT, FIRE DEPARTMENT, CITY ATTORNEY AND MUNICIPAL COURT SERVICES AND RELATED PUBLIC SAFETY EXPENSES; AND AMENDING, RESTATING, AND SUPERSEDING RESOLUTION NO. 10500 ADOPTED BY THE CITY COMMISSION ON MARCH 7, 2023" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission at a regular meeting on [____], 2023, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this [___] day of [____], 2023.

Lisa Kunz, City Clerk

RESOLUTION NO. 10506

A RESOLUTION OF THE CITY COMMISSION SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF GREAT FALLS, MONTANA, THE QUESTION OF PERMANENTLY INCREASING MILL LEVIES OF THE CITY TO PAY COSTS OF PUBLIC SAFETY SERVICES, INCLUDING OPERATION, MAINTENANCE AND CERTAIN CAPITAL COSTS OF THE POLICE DEPARTMENT, FIRE DEPARTMENT, CITY ATTORNEY AND MUNICIPAL COURT SERVICES AND RELATED PUBLIC SAFETY EXPENSES; AND AMENDING, RESTATING, AND SUPERSEDING RESOLUTION NO. 10500 ADOPTED BY THE CITY COMMISSION ON MARCH 7, 2023

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

Section 1. Recitals.

1.01. Authorization. Pursuant to Sections 7-6-4431 and 15-10-425, Montana Code Annotated (“MCA”), the Commission is authorized to increase its mill levies for a specific purpose by conducting a mill levy election as prescribed by law.

On March 7, 2023, the City adopted Resolution No. 10500 calling for a mill levy election to permanently increase mill levies of the City to pay costs of public safety services (the “Prior Resolution”). Subsequent to the adoption of the Prior Resolution, House Bill 543 (“HB 543”) was enacted by the 68th legislature at the 2023 Montana legislative session of the State of Montana, and signed into law by the Governor. HB 543 revises the information that must be included on the ballot for a mill levy election and is effective as of July 1, 2023. This resolution includes the new ballot information required by HB 543 and supersedes the Prior Resolution in its entirety.

1.02. Proposed Services; Mill Levy. The Commission has determined that the City’s current mill levy authority is inadequate to fund current and future public safety services necessary for a growing community. The Commission has therefore determined that it is in the best interests of the City to seek authority for a permanent mill levy increase to pay costs of public safety services, including operation, maintenance and certain capital costs of the police department, fire department, city attorney and municipal court services and related public safety expenses by presenting to the voters a mill levy question. If the mill levy question passes, the City intends to levy the additional mills approved by the voters and will create a separate fund or account for such mill levy, deposit therein the mill levy receipts attributable to the mill levy, and apply the receipts to pay the costs described in the mill levy question.

Section 2. Calling of the Election. The Commission hereby calls and directs that a special City election be held on November 7, 2023, to be conducted in accordance with the provisions of Title 13, Chapter 19, Parts 1-3, MCA, for the purpose of voting on the following question:

Shall the City Commission of the City of Great Falls, Montana (the “City”) be authorized to levy mills for the purpose of paying costs of public safety services, including operations, maintenance and certain capital costs of the police department, fire department, city attorney and municipal court services and related public safety expenses?

If this mill levy proposition is passed, the City will be authorized to levy permanently up to 103.75 mills per year, to raise approximately \$10,717,305. Based on the taxable value of the City in fiscal year 2023, the property taxes on a home with an assessed market value for tax purposes of \$100,000 would increase by \$140.06 per year, of \$300,000 would increase by \$420.18 per year, and of \$600,000 would increase by \$840.36 per year. An increase in property taxes may lead to an increase in rental costs.

Section 3. Conduct of Election. All qualified electors of the City shall be entitled to vote at the mill levy election. The City Clerk is hereby authorized and directed to give notice of the call and details of this election to the Cascade County Election Administrator promptly, and in any event on or the before the date required by the Cascade County Election Administrator, to inform the Cascade County Election Administrator of the details of the special election and the pertinent requests and authorizations as to the conduct of the special election. The Cascade County Election Administrator is requested to give notice of the close of registration and thereafter prepare printed lists of the qualified electors in the City entitled to vote in the election in the City and to conduct the election in the form and manner prescribed by law and consistent with the mail ballot plan.

Section 4. Notice of Election. The City Clerk is hereby authorized and requested to cause notice of the call and holding of the election to be given by publishing notice at least three times, no earlier than 40 days and no later than 10 days before the election, in the *Great Falls Tribune*, a newspaper of general circulation in Cascade County. The notice of election as published shall read substantially as shown on Exhibit A hereto (which is incorporated by reference and made a part hereof).

Section 5. Form of Ballot. The ballot shall be printed in substantially the following form:

FORM OF OFFICIAL BALLOT
CITY OF GREAT FALLS, MONTANA
MILL LEVY ELECTION
TO BE CONDUCTED ON
NOVEMBER 7, 2023

INSTRUCTIONS TO VOTERS: Completely fill in the oval using a blue or black ink pen before the words “MILL LEVY—YES” if you wish to vote for the mill levy; if you are opposed to the mill levy, completely fill in the oval using a blue or black ink pen before the words “MILL LEVY—NO.”

Shall the City Commission of the City of Great Falls, Montana (the “City”) be authorized to levy mills for the purpose of paying costs of public safety services, including operations, maintenance and certain capital costs of the police department, fire department, city attorney and municipal court services and related public safety expenses?

If this mill levy proposition is passed, the City will be authorized to levy permanently up to 103.75 mills per year, to raise approximately \$10,717,305. Based on the taxable value of the City in fiscal year 2023, the property taxes on a home with an assessed market value for tax purposes of \$100,000 would increase by \$140.06 per year, of \$300,000 would increase by \$420.18 per year, and of \$600,000 would increase by \$840.36 per year. An increase in property taxes may lead to an increase in rental costs.

- MILL LEVY – YES
- MILL LEVY – NO

Section 5. Superseding Resolution. This resolution amends, restates, and supersedes in its entirety the Prior Resolution. The Prior Resolution shall have no force or effect and this resolution shall replace the Prior Resolution in all respects from and after the date of adoption of this resolution.

PASSED AND ADOPTED by the City Commission of Great Falls, Montana, this [____] day of [____], 2023.

CITY OF GREAT FALLS, MONTANA

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

EXHIBIT A

NOTICE OF MILL LEVY ELECTION
 City of Great Falls, Montana
 November 7, 2023

NOTICE IS HEREBY GIVEN by the City Commission of the City of Great Falls, Montana (the “City”), that pursuant to a certain resolution duly adopted at a regular meeting of the Commission on [_____], 2023, a special election of the registered voters of the City will be held on November 7, 2023, for the purpose of voting on the following question:

Shall the City Commission of the City of Great Falls, Montana (the “City”) be authorized to levy mills for the purpose of paying costs of public safety services, including operations, maintenance and certain capital costs of the police department, fire department, city attorney and municipal court services and related public safety expenses?

If this mill levy proposition is passed, the City will be authorized to levy permanently up to 103.75 mills per year, to raise approximately \$10,717,305. Based on the taxable value of the City in fiscal year 2023, the property taxes on a home with an assessed market value for tax purposes of \$100,000 would increase by \$140.06 per year, of \$300,000 would increase by \$420.18 per year, and of \$600,000 would increase by \$840.36 per year. An increase in property taxes may lead to an increase in rental costs.

The election will be conducted solely by mail ballot. Ballots will be mailed to all eligible registered electors on October 18, 2023, and must be returned by each voter (1) by mail, to the Cascade County Election Administrator, P.O. Box 2305, Great Falls, MT 59403, or (2) delivered in person to the Cascade County Election Office located at 325 2nd Ave N, Room 100, in Great Falls, Montana during regular business hours (8:00 a.m. to 5:00 p.m.) weekdays (exclusive of holidays) October 19, 2023 through November 6, 2023.

If returning by mail, please use the then-prevailing first-class-postage price or one Forever Stamp. Postmark date does not apply; ballots returned by mail must be received by the 8:00 p.m. Election Day deadline to be counted.

On Election Day, November 7, 2023, the only places for deposit of voted ballots will be the office of the Cascade County Election Administrator located at Cascade County Election Office located at 325 2nd Ave N, Room 100, in Great Falls, Montana, and such other ballot drop-off locations as are identified in the election instructions provided by the Cascade County Election Administrator, which will be open from 7:00 a.m. to 8:00 p.m. All ballots will be tallied in the office of the Cascade County Election Administrator on November 7, 2023 as required by law.

A qualified voter who will be absent during the time the election is being conducted may:

(a) vote in person in the office of the Cascade County Election Administrator as soon as the ballots are available and until 8:00 p.m. on Election Day; or

(b) make a written request prior to noon on November 6, 2023, signed by the applicant and addressed to the office of the Cascade County Election Administrator requesting the ballot be mailed to an address other than that which appears on the registration records.

An elector may obtain a replacement ballot if his or her ballot is destroyed, spoiled, lost, or not received by the elector, by filling out and mailing, emailing, or faxing back a completed replacement ballot request form or by personally appearing at the office of the Cascade County Election Office located at 325 2nd Ave N, Room 100, in Great Falls.

Electors who miss the close of registration deadline may register late and vote in the election if the County Election Administrator receives and verifies the electors' voter registration information prior to 8 p.m. on November 7, 2023.

DATED this ____ day of _____, 2023.

/s/Sandra Merchant
Cascade County Election Administrator

Publish: October 8, October 15, and October 22, 2023



Commission Meeting Date: July 5, 2023

**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, Local #7796, which consists of 56 employees across nine departments – Administration, Finance, GFFR, 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.

The negotiating teams included the following individuals:

Representing the City:

Gaye McInerney, HR Director
 Charles Anderson, Deputy City Manager
 Melissa Kinzler, Finance Director
 David Dennis, City Attorney
 Jeff Newton, Police Chief
 Steve Herrig, Park & Rec Director

Representing the MFPE:

Allison McMaster, President
 Tony Formell, Vice President
 Rosa Hugg, Treasurer
 Alisa Skogen, Secretary
 Kathleen Vincent, GFFR
 Tawni Shanks, P&CD

Doug Alm, Fleet Manager
 Susie McIntyre, Library Director
 Kirsten Wavra, Deputy Finance Director
 Dede Bergan, GFPD Senior Administrative Asst.

Megan Casey, MFPE Field Rep

Key items of change include:

Updating language to remove all references to Dispatchers and 911 Emergency Call Center.

Article 1 – Recognition

Removing job titles no longer in use and adding new job titles.

Article 2 – Term of the Agreement

Two years – July 1, 2023 through June 30, 2025

Article 19 – Pay and Hours

Longevity pay was bargained to begin after five years of service with a cap after 26 years of service. The longevity payout amounts did not change.

Article 20 – ACOs and CSOs

Created Article 20 to include all previously bargained items for ACOs and CSOs who were formerly included with the Emergency Call Center and the Public Safety Communications Officers.

Article 28 – Miscellaneous

Section 2. Increased the annual clothing allotment to \$150 per year.

Section 5. Employees may not be under the influence of or impaired by, alcohol or controlled substances while on duty. Consistent with the City’s right and obligation to ensure that its operations are free from unsafe drug and alcohol use, and Article 5 of this Agreement, all employees are subject to Section 8 of the City of Great Falls Personnel Policy Manual, the City of Great Falls Alcohol and Controlled Substance Policy and all applicable department policies.

Addendum B:

Job titles listed on Addendum B were reclassified based on the market competitive survey completed by the Public Sector Personnel Consultants (PSPC). Grade ranges 13 through 19 were eliminated as there are no positions in those grades. ACOs and CSOs were incorporated from the Emergency Call Center wage scale into the MFPE Addendum B wage scale. The new wage schedule reflects the market adjustment of the job titles and a 3.0 COLA increase in FY24 and a 3.0 percent COLA increase in FY25.

Fiscal Impact:

The financial impact of the reclassification or market adjustments of the job titles and a 3.0 percent COLA increase in FY24 is approximately \$273,000. The financial impact of a 3.0 percent COLA increase in FY25 is approximately \$70,000.

Alternatives:

City Commission may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue the collective bargaining process.

Concurrences:

The MFPE members voted to ratify the contract language on June 26, 2023.

Attachments/Exhibits:

MFPE Labor Agreement

AGREEMENT

BETWEEN

CITY OF GREAT FALLS, MONTANA

AND

MONTANA FEDERATION OF PUBLIC EMPLOYEES, LOCAL #7796

July 1, 2023 through June 30, 2025

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PREAMBLE

This Agreement is made and entered into this ____ day of _____, 2023, 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 wellbeing 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 | Court Clerk |
| Account Clerk, Senior | Courtroom Clerk, Senior |
| Accounts Payable Clerk, Senior | Customer Service Billing Clerk |
| Accounting Technician | Engineering Admin Secretary |
| Accounting Technician, Senior | Events Specialist |
| Administrative Secretary | HIDTA Information Tech |
| Administrative Secretary, Senior | Land Management Specialist |
| Animal Control Officer | Library Clerk |
| Billing Clerk | Library Specialist |
| Bookmobile Coordinator | Office and Administrative Specialist |
| Box Office Specialist | Police Evidence Technician |
| Building Inspector I | Police Information Technician |
| Cataloging Specialist | Police Information Technician, Senior |
| Certified Permit Technician | Process Server |
| Code Enforcement Technician, Senior | Property Research Technician |
| Community Service Officer I | Resource Sharing Coordinator |
| Community Service Officer II | Support Services Technician |
| Compliance/Quality Control Specialist | Utility Billing Technician |
| Court Office Clerk | Utility Dispatcher |

ARTICLE 2: TERM OF THE AGREEMENT

This Agreement shall be effective the 1st day of July 2023 and shall remain in full force and effect through the 30th day of June 2025. 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, 2025.

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 conjunction 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 to 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. "Full-time employee" means an employee who normally works 40 hours a week.
- C. "Good Cause" as defined under MCA 39-3-903 means any reasonable job-related grounds for the action based on:
 - 1. the employee's failure to satisfactorily perform job duties
 - 2. the employee's disruption of the employer's operation;
 - 3. the employee's material or repeated violation of an express provision of the employer's written policies; or
 - 4. other legitimate business reasons determined by the employer while exercising the employer's reasonable business judgment.
- D. "Part-time employee" means an employee who normally works more than 20 hours but fewer than 40 hours a week.
- E. "Probationary employee" means a regular employee who is in an applicable probationary period.
- F. "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).
- G. "Short-term worker" means an employee who does not work for more than ninety (90) days in a continuous 12-month period. A short-term worker is not eligible to earn sick leave, vacation leave and holiday benefits in accordance with MCA 2-18-101(23).

ARTICLE 11: SENIORITY AND 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 twelve (12) months for all bargaining unit members. 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, full or part-time status.

Section 2. The Employer may discharge any employee with regular, full or part-time status only for good 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, full or part-time 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 Code 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 up 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, 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. Vacations requested around all CITY recognized Holidays will be granted on a yearly rotation beginning with the most senior employee. Leave around CITY holidays will be selected first followed by all remaining vacation leave request starting with the most senior employee. A vacation sign-up sheet shall be posted by December 1st of the year preceding the year to be scheduled.
- H. If an employee requests and is granted posted/bid leave, the following year that Holiday will be available to the next most senior employee with the more senior employee who received the leave moved to the back of the rotation and will not be eligible to take the Holiday leave unless all other employees in that department/division have not requested that time off.
- I. 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. It is understood that Management retains the right to schedule. If an employee requests vacation leave and it is approved, the employee may only rescind the leave with mutual agreement.
- K. 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, he/she may make a request through HR for leave donations. 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 the Department Head and are coordinated and managed through HR. 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 will be provided for under the Employee Personnel Policy Manual...

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 leaves before an unpaid leave of absence begins.
- c. Department Heads, in conjunction with HR, 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 all 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 on another day within the same pay period, as scheduled by mutual agreement by the employee and his/her supervisor. If another paid leave day is not requested by the employee, he/she shall be paid a minimum of one and one-half (1½) times the regular hourly rate of pay.

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 beginning 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 five (5) years of consecutive, full- time MPEA and MFPE employment, employees who qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY</u>
After 5 years through the end of the 10th year	\$ 20.00 per month
After 11 years through the end of the 15th year	\$ 40.00 per month
After 16 years through the end of the 20th year	\$ 60.00 per month
After 21 years through the end of the 25th year	\$ 80.00 per month
After 26 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. If an employee is temporarily assigned to work in a higher classified position for which he/she has been trained, and works 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: ACOs and CSOs

Section 1. 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 2. 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 work week.

Section 3. 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.

Section 4. 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 5. 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 6. An ACO/CSO who is assigned to train a new ACO/CSO shall receive an additional \$1.40 per hour for all hours worked training a new ACO/CSO.

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 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.

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 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 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 \$150, 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.

Section 5. Employees may not be under the influence of or impaired by, alcohol or controlled substances while on duty. Consistent with the City’s right and obligation to ensure that its operations are free from unsafe drug and alcohol use, and Article 5 of this Agreement, all employees are subject to Section 8 of the City of Great Falls Personnel Policy Manual, the City of Great Falls Alcohol and Controlled Substance Policy and all applicable department policies.

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 _____, 2023.

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:

Allison McMaster, President Local #7996

Lisa Kunz, City Clerk

(SEAL OF CITY)

Reviewed for legal content*:

David Dennis, 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 Wage Schedule
3% COLA - Effective 7/1/2023**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Entry Level 7/1/2023	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
20	\$13.54	\$13.95	\$14.79	\$15.23	\$15.69	\$16.08	\$16.48
Annual	\$28,169.12	\$29,014.19	\$30,755.04	\$31,677.69	\$32,628.02	\$33,443.72	\$34,279.82
21	\$13.88	\$14.30	\$15.16	\$15.61	\$16.08	\$16.48	\$16.89
Annual	\$28,873.11	\$29,739.30	\$31,523.66	\$32,469.37	\$33,443.45	\$34,279.53	\$35,136.52
22	\$14.23	\$14.66	\$15.53	\$16.00	\$16.48	\$16.89	\$17.32
Annual	\$29,595.25	\$30,483.11	\$32,312.10	\$33,281.46	\$34,279.90	\$35,136.90	\$36,015.32
23	\$14.58	\$15.02	\$15.92	\$16.40	\$16.89	\$17.31	\$17.75
Annual	\$30,333.82	\$31,243.84	\$33,118.47	\$34,112.02	\$35,135.38	\$36,013.77	\$36,914.11
24	\$14.95	\$15.40	\$16.32	\$16.81	\$17.32	\$17.75	\$18.19
Annual	\$31,093.76	\$32,026.57	\$33,948.17	\$34,966.61	\$36,015.61	\$36,916.00	\$37,838.90
25	\$15.32	\$15.78	\$16.73	\$17.23	\$17.75	\$18.19	\$18.65
Annual	\$31,870.16	\$32,826.27	\$34,795.84	\$35,839.72	\$36,914.91	\$37,837.78	\$38,783.73
26	\$15.70	\$16.18	\$17.15	\$17.66	\$18.19	\$18.65	\$19.11
Annual	\$32,666.29	\$33,646.28	\$35,665.06	\$36,735.01	\$37,837.06	\$38,782.99	\$39,752.56
27	\$16.10	\$16.58	\$17.58	\$18.10	\$18.65	\$19.11	\$19.59
Annual	\$33,483.82	\$34,488.33	\$36,557.63	\$37,654.36	\$38,783.99	\$39,753.59	\$40,747.43
28	\$16.50	\$17.00	\$18.02	\$18.56	\$19.11	\$19.59	\$20.08
Annual	\$34,321.06	\$35,350.69	\$37,471.73	\$38,595.88	\$39,753.76	\$40,747.60	\$41,766.29
29	\$16.91	\$17.42	\$18.47	\$19.02	\$19.59	\$20.08	\$20.58
Annual	\$35,178.06	\$36,233.40	\$38,407.41	\$39,559.63	\$40,746.42	\$41,765.08	\$42,809.20
30	\$17.34	\$17.86	\$18.93	\$19.49	\$20.08	\$20.58	\$21.10
Annual	\$36,058.10	\$37,139.85	\$39,368.24	\$40,549.28	\$41,765.76	\$42,809.91	\$43,880.15
31	\$17.77	\$18.30	\$19.40	\$19.98	\$20.58	\$21.10	\$21.62
Annual	\$36,959.50	\$38,068.29	\$40,352.38	\$41,562.95	\$42,809.84	\$43,880.09	\$44,977.09
32	\$18.21	\$18.76	\$19.89	\$20.48	\$21.10	\$21.62	\$22.16
Annual	\$37,883.96	\$39,020.48	\$41,361.71	\$42,602.56	\$43,880.64	\$44,977.65	\$46,102.09
33	\$18.67	\$19.23	\$20.38	\$20.99	\$21.62	\$22.16	\$22.72
Annual	\$38,831.41	\$39,996.36	\$42,396.14	\$43,668.02	\$44,978.06	\$46,102.51	\$47,255.08
34	\$19.14	\$19.71	\$20.89	\$21.52	\$22.16	\$22.72	\$23.29
Annual	\$39,801.92	\$40,995.97	\$43,455.73	\$44,759.40	\$46,102.19	\$47,254.74	\$48,436.11
35	\$19.61	\$20.20	\$21.41	\$22.06	\$22.72	\$23.29	\$23.87
Annual	\$40,797.08	\$42,021.00	\$44,542.26	\$45,878.52	\$47,254.88	\$48,436.25	\$49,647.16
36	\$20.10	\$20.71	\$21.95	\$22.61	\$23.29	\$23.87	\$24.47
Annual	\$41,816.91	\$43,071.41	\$45,655.70	\$47,025.37	\$48,436.13	\$49,647.03	\$50,888.21
37	\$20.61	\$21.22	\$22.50	\$23.17	\$23.87	\$24.46	\$25.08
Annual	\$42,861.45	\$44,147.29	\$46,796.13	\$48,200.01	\$49,646.01	\$50,887.16	\$52,159.34
38	\$21.12	\$21.76	\$23.06	\$23.75	\$24.47	\$25.08	\$25.70
Annual	\$43,933.92	\$45,251.94	\$47,967.05	\$49,406.07	\$50,888.25	\$52,160.45	\$53,464.46

39	\$21.65	\$22.30	\$23.64	\$24.35	\$25.08	\$25.70	\$26.35
Annual	\$45,031.09	\$46,382.02	\$49,164.94	\$50,639.89	\$52,159.09	\$53,463.07	\$54,799.64
40	\$22.19	\$22.86	\$24.23	\$24.96	\$25.70	\$26.35	\$27.01
Annual	\$46,157.84	\$47,542.57	\$50,395.13	\$51,906.98	\$53,464.19	\$54,800.80	\$56,170.82
41	\$22.75	\$23.43	\$24.83	\$25.58	\$26.35	\$27.00	\$27.68
Annual	\$47,310.92	\$48,730.25	\$51,654.07	\$53,203.69	\$54,799.80	\$56,169.79	\$57,574.04
42	\$23.31	\$24.01	\$25.45	\$26.22	\$27.00	\$27.68	\$28.37
Annual	\$48,493.62	\$49,948.43	\$52,945.33	\$54,533.69	\$56,169.70	\$57,573.95	\$59,013.29
43	\$23.90	\$24.61	\$26.09	\$26.87	\$27.68	\$28.37	\$29.08
Annual	\$49,707.55	\$51,198.78	\$54,270.70	\$55,898.83	\$57,575.79	\$59,015.19	\$60,490.57
44	\$24.49	\$25.23	\$26.74	\$27.55	\$28.37	\$29.08	\$29.81
Annual	\$50,949.45	\$52,477.93	\$55,626.61	\$57,295.41	\$59,014.27	\$60,489.62	\$62,001.86
45	\$25.11	\$25.86	\$27.41	\$28.23	\$29.08	\$29.81	\$30.55
Annual	\$52,222.64	\$53,789.32	\$57,016.68	\$58,727.18	\$60,488.99	\$62,001.22	\$63,551.25

**Addendum B
MFPE Wage Schedule
3% COLA - Effective 7/1/2024**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Entry Level 7/1/2023	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
20	\$13.95	\$14.37	\$15.23	\$15.69	\$16.16	\$16.56	\$16.98
Annual	\$29,014.19	\$29,884.62	\$31,677.69	\$32,628.02	\$33,606.86	\$34,447.03	\$35,308.21
21	\$14.30	\$14.73	\$15.61	\$16.08	\$16.56	\$16.97	\$17.40
Annual	\$29,739.30	\$30,631.48	\$32,469.37	\$33,443.45	\$34,446.75	\$35,307.92	\$36,190.62
22	\$14.66	\$15.10	\$16.00	\$16.48	\$16.98	\$17.40	\$17.83
Annual	\$30,483.11	\$31,397.60	\$33,281.46	\$34,279.90	\$35,308.30	\$36,191.01	\$37,095.78
23	\$15.02	\$15.47	\$16.40	\$16.89	\$17.40	\$17.83	\$18.28
Annual	\$31,243.84	\$32,181.15	\$34,112.02	\$35,135.38	\$36,189.44	\$37,094.18	\$38,021.53
24	\$15.40	\$15.86	\$16.81	\$17.32	\$17.83	\$18.28	\$18.74
Annual	\$32,026.57	\$32,987.37	\$34,966.61	\$36,015.61	\$37,096.08	\$38,023.48	\$38,974.07
25	\$15.78	\$16.26	\$17.23	\$17.75	\$18.28	\$18.74	\$19.21
Annual	\$32,826.27	\$33,811.05	\$35,839.72	\$36,914.91	\$38,022.36	\$38,972.92	\$39,947.24
26	\$16.18	\$16.66	\$17.66	\$18.19	\$18.74	\$19.21	\$19.69
Annual	\$33,646.28	\$34,655.67	\$36,735.01	\$37,837.06	\$38,972.17	\$39,946.48	\$40,945.14
27	\$16.58	\$17.08	\$18.10	\$18.65	\$19.21	\$19.69	\$20.18
Annual	\$34,488.33	\$35,522.98	\$37,654.36	\$38,783.99	\$39,947.51	\$40,946.20	\$41,969.85
28	\$17.00	\$17.51	\$18.56	\$19.11	\$19.69	\$20.18	\$20.68
Annual	\$35,350.69	\$36,411.21	\$38,595.88	\$39,753.76	\$40,946.37	\$41,970.03	\$43,019.28
29	\$17.42	\$17.94	\$19.02	\$19.59	\$20.18	\$20.68	\$21.20
Annual	\$36,233.40	\$37,320.40	\$39,559.63	\$40,746.42	\$41,968.81	\$43,018.03	\$44,093.48
30	\$17.86	\$18.39	\$19.49	\$20.08	\$20.68	\$21.20	\$21.73
Annual	\$37,139.85	\$38,254.04	\$40,549.28	\$41,765.76	\$43,018.73	\$44,094.20	\$45,196.56
31	\$18.30	\$18.85	\$19.98	\$20.58	\$21.20	\$21.73	\$22.27
Annual	\$38,068.29	\$39,210.33	\$41,562.95	\$42,809.84	\$44,094.14	\$45,196.49	\$46,326.40
32	\$18.76	\$19.32	\$20.48	\$21.10	\$21.73	\$22.27	\$22.83
Annual	\$39,020.48	\$40,191.09	\$42,602.56	\$43,880.64	\$45,197.05	\$46,326.98	\$47,485.16
33	\$19.23	\$19.81	\$20.99	\$21.62	\$22.27	\$22.83	\$23.40
Annual	\$39,996.36	\$41,196.25	\$43,668.02	\$44,978.06	\$46,327.40	\$47,485.59	\$48,672.73
34	\$19.71	\$20.30	\$21.52	\$22.16	\$22.83	\$23.40	\$23.99
Annual	\$40,995.97	\$42,225.85	\$44,759.40	\$46,102.19	\$47,485.25	\$48,672.38	\$49,889.19
35	\$20.20	\$20.81	\$22.06	\$22.72	\$23.40	\$23.99	\$24.58
Annual	\$42,021.00	\$43,281.63	\$45,878.52	\$47,254.88	\$48,672.53	\$49,889.34	\$51,136.57
36	\$20.71	\$21.33	\$22.61	\$23.29	\$23.99	\$24.58	\$25.20
Annual	\$43,071.41	\$44,363.56	\$47,025.37	\$48,436.13	\$49,889.21	\$51,136.44	\$52,414.85
37	\$21.22	\$21.86	\$23.17	\$23.87	\$24.58	\$25.20	\$25.83
Annual	\$44,147.29	\$45,471.71	\$48,200.01	\$49,646.01	\$51,135.39	\$52,413.78	\$53,724.12
38	\$21.76	\$22.41	\$23.75	\$24.47	\$25.20	\$25.83	\$26.48
Annual	\$45,251.94	\$46,609.50	\$49,406.07	\$50,888.25	\$52,414.89	\$53,725.27	\$55,068.40

39	\$22.30	\$22.97	\$24.35	\$25.08	\$25.83	\$26.47	\$27.14
Annual	\$46,382.02	\$47,773.48	\$50,639.89	\$52,159.09	\$53,723.86	\$55,066.96	\$56,443.63
40	\$22.86	\$23.54	\$24.96	\$25.70	\$26.48	\$27.14	\$27.82
Annual	\$47,542.57	\$48,968.85	\$51,906.98	\$53,464.19	\$55,068.12	\$56,444.82	\$57,855.94
41	\$23.43	\$24.13	\$25.58	\$26.35	\$27.14	\$27.81	\$28.51
Annual	\$48,730.25	\$50,192.16	\$53,203.69	\$54,799.80	\$56,443.79	\$57,854.89	\$59,301.26
42	\$24.01	\$24.73	\$26.22	\$27.00	\$27.81	\$28.51	\$29.22
Annual	\$49,948.43	\$51,446.88	\$54,533.69	\$56,169.70	\$57,854.79	\$59,301.16	\$60,783.69
43	\$24.61	\$25.35	\$26.87	\$27.68	\$28.51	\$29.22	\$29.95
Annual	\$51,198.78	\$52,734.74	\$55,898.83	\$57,575.79	\$59,303.06	\$60,785.64	\$62,305.28
44	\$25.23	\$25.99	\$27.55	\$28.37	\$29.22	\$29.95	\$30.70
Annual	\$52,477.93	\$54,052.27	\$57,295.41	\$59,014.27	\$60,784.70	\$62,304.31	\$63,861.92
45	\$25.86	\$26.64	\$28.23	\$29.08	\$29.95	\$30.70	\$31.47
Annual	\$53,789.32	\$55,403.00	\$58,727.18	\$60,488.99	\$62,303.66	\$63,861.25	\$65,457.78



Commission Meeting Date: July 5, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Labor Agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), City of Great Falls 911 Public Safety Communications Officers, Local # ____.

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), City of Great Falls 911 Public Safety Communications Officers, Local # ____.

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), City of Great Falls 911 Public Safety Communications Officers, Local # ____.”
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 City of Great Falls 911 Public Safety Communications Officers, Local # ____ (“Dispatchers Local”). The Dispatchers Local represents 19 City employees.

Summary:

The Dispatchers Local approached City Administration in 2022 with a request to separate from the original MFPE collective bargaining unit and become their own local unit. An actual local unit number is in the process of being assigned.

Members of the negotiating teams worked to create the first collective bargaining agreement (CBA) between the two parties. This meant starting from scratch for all terms and conditions ultimately agreed upon in the Agreement. The negotiating teams included the following individuals:

Representing the City:
 Gaye McInerney, HR Director
 Charles Anderson, Deputy City Manager

Representing the MFPE:
 Brandon Skogen, President
 Doug Sunderland, Vice President

Melissa Kinzler, Finance Director
 David Dennis, City Attorney
 Jeff Newton, Police Chief

Renee Rabe, Secretary
 Steven Scott, Member at Large
 Megan Casey, MFPE Field Rep

In bargaining the new CBA, most of the adopted articles were mirrored off of the MFPE CBA. Key items of change include:

Article 1 – Recognition

- Public Safety Communications Officers (PSCO)

Article 2 – Term of the Agreement

- Two years – July 1, 2023 through June 30, 2025

Article 19 – Pay and Hours

Section 1. Salaries and Longevity

- A. Base wages as outlined in Addendum B.
- B. Longevity pay was bargained to begin after five years of service with a cap after 26 years of service. The longevity payout amounts did not change.

Section 2. The current twelve (12) hour work schedule, commonly referred to as a Panama schedule, was identified and defined.

Section 5. A Lead PSCO will serve as the on-duty supervisor and shall receive an additional \$1.75 per hour while serving in this capacity.

Section 6. An employee assigned to train a new PSCO shall receive an additional \$2.00 per hour for all hours worked training a new PSCO. The training PSCO must be a certified Communication Training Officer (CTO).

Section 7. Employees working between the hours of 1900 and 0700 will be paid an additional shift stipend of \$1.50 per hour.

Section 8. Effective July 1, 2023, comp time will no longer be accrued.

Article 28 -- Miscellaneous

Section 2. An annual clothing allotment of \$200, to be applied toward approved uniforms, will be provided for employees of the Emergency Communications Center.

Section 5. Employees may not be under the influence of or impaired by, alcohol or controlled substances while on duty. Consistent with the City's right and obligation to ensure that its operations are free from unsafe drug and alcohol use, and Article 5 of this Agreement, all employees are subject to Section 8 of the City of Great Falls Personnel Policy Manual, the City of Great Falls Alcohol and Controlled Substance Policy and all applicable department policies.

Article 30 – Wellness Program

Section 1. The department recognizes the importance of maintaining health in three areas: Physical Fitness, Medical Health, and Mental Health and encourages employees to maintain each of these areas to promote total health or wellness.

Section 6. The wellness program is voluntary.

Sections 7, 8 and 9 describe the three opportunities of participation under the voluntary wellness program.

Section 10. Outlines the incentives for participation in the program based on the level of participation as follows:

- A. Completing one (1) of the sections of the Wellness Program: one (½) day off.
- B. Completing two (2) of the sections of the Wellness Program: one (1) full day off.
- C. Completing all of the requirements of the Wellness Program: two (2) full days off.

Addendum B:

The new wage schedule reflects a 4.5 percent COLA increase and a 5.5 percent market adjustment in FY24 and a 1.0 percent COLA increase and a 3.5 percent market adjustment in FY25.

Fiscal Impact:

The financial impact of a 5.5 percent market adjustment and a 4.5 percent COLA increase in FY24 is approximately \$77,000. The financial impact of a 3.5 percent market adjustment and a 1.0 percent COLA increase in FY25 is approximately \$42,000.

Alternatives:

The City Commission may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue the collective bargaining process.

Concurrences:

The Dispatcher's Local membership voted to ratify the contract language on June 13, 2023.

Attachments/Exhibits:

Proposed Labor Agreement

AGREEMENT

BETWEEN

CITY OF GREAT FALLS, MONTANA

AND

**MONTANA FEDERATION OF PUBLIC EMPLOYEES,
CITY OF GREAT FALLS 911
PUBLIC SAFETY COMMUNICATIONS OFFICERS, LOCAL # _____**

July 1, 2023 through June 30, 2025

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PREAMBLE

This Agreement is made and entered into this _____ day of June 2023, between the City of Great Falls, hereinafter referred to as the "Employer" or "City," and the Montana Federation of Public Employees, Local #_____, 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 operations 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 exclusive representative for the positions listed below for purposes of collective bargaining with respect to wages, hours of employment, fringe benefits and other conditions of employment for the **CITY OF GREAT FALLS 911 PUBLIC SAFETY COMMUNICATIONS OFFICERS**. Excluded from the bargaining unit are the supervisory personnel. Positions included are:

Public Safety Communications Officers

ARTICLE 2: TERM OF THE AGREEMENT

This Agreement shall be effective July 1, 2023 and shall remain in full force and effect through the June 30, 2025. 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, 2025.

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 or State of Montana laws 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 holds 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 Public Safety Communications Officer (PSCO)s 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 good cause as defined under Article 10.

Section 3. HOLD HARMLESS – The Employer shall provide insurance protection to defend and indemnify, if necessary, employees for claims, actual or alleged, made against them while acting within the course and scope of their employment, provided that such incidents, damages or acts are not caused by the willful violation of penal statutes, acts of fraud, or conduct contrary to the

City's 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 by Management and shall not 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:

- A. General fund budgets - preliminary and final;
- B. Annual report of the Employer setting forth actual receipts and expenditures;
- C. Administrative regulations;
- D. Names, addresses and classifications of employees in a particular classification or department of employees covered by this Agreement;
- E. 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. Such information will be requested through the City Clerk's office as a JUSTFOIA request with the Employer charging 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. Addendums A and B are attached and incorporated herein by this reference affecting this Agreement.

ARTICLE 10: DEFINITIONS

- A. "ECC" means Emergency Communications Center.

- B. "Employee" shall mean employees of the City who are members of the bargaining unit covered by this Agreement.
- C. "Full-time employee" means an employee who normally works 40 hours a week.
- D. "Good Cause" as defined under MCA 39-3-903 means any reasonable job-related grounds for the action based on:
 - 1. the employee's failure to satisfactorily perform job duties
 - 2. the employee's disruption of the employer's operation;
 - 3. the employee's material or repeated violation of an express provision of the employer's written policies; or
 - 4. other legitimate business reasons determined by the employer while exercising the employer's reasonable business judgment.
- E. "Holiday pay" is defined as eight (8) hours at one (1) times the employee's regular hourly rate of pay.
- F. "Holiday Premium Pay" is defined as one and one half (1½) times the employee's regular hourly rate of pay.
- G. "Part-time employee" means an employee who normally works fewer than 40 hours a week.
- H. "Probationary employee" means a regular employee who is in an applicable probationary period.
- I. "PSCO" means Public Safety Communications Officer, also used in place of "Employee."
- J. "Regular employee" means an employee who is assigned to a designated budgeted regular, position and who has completed the respective probationary period(s).
- K. "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).
- L. "Work schedule" is defined as a combination of workdays and days off in each pay period, often repeating in a regular cycle, and commonly referred to in this Agreement as a Panama schedule. A workday shall not exceed more than (16) sixteen hours of work in any twenty-four hour period.
- M. "Work week" shall be defined as Sunday 12:00 midnight to Saturday 11:59 p.m.

ARTICLE 11: SENIORITY AND LAYOFFS

Section 1. Seniority means an employee's length of continuous service with the ECC 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 term's "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 are based on the 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 good 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 twelve (12) 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 good 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. Regular, full-time employees who are regularly scheduled or work fewer than 40 hours per week, are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- B. Vacation (annual) leave shall be earned and accumulated as provided in the Montana Code Annotated.
- C. 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. An employee with excess hours will be notified by the 10th of January of the number of hours that they need to use by March 31st. An employee must submit vacation requests by January 31st to use their excess vacation to the PSAP Manager, Chief of Police and HR.
- D. An employee who terminates his/her employment with the City, shall be entitled to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above, on the date of such termination or within 15 days of the next regular payroll cycle, whichever is later, 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.

- E. Vacations will be granted at the time requested subject to the operational needs of the department. A vacation sign-up book shall be distributed to employees, based upon seniority, by December 1st of the year preceding the year to be scheduled.
- F. 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.

ARTICLE 15: SICK LEAVE

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

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, sick 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 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. An employee is required to follow the following two steps to be eligible for payment of sick leave:

- A. Report the absence, when possible, no later than 2 hours before the beginning of his/her shift to the division head or immediate supervisor on duty. Absences reported inside the two (2) hour window will be approved on a case by case basis.
- B. If the absence is for more than one (1) day in length, the employee must keep the PSAP Manager informed of his/her condition daily, by phone or email.

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 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.

ARTICLE 16: OTHER LEAVES

Section 1. Jury Duty as defined in the City's Personnel Policy Manual.

Section 2. Military Leave as defined in the City's Personnel Policy Manual.

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. An employee will not be granted an unpaid leave of absence to obtain outside employment.
- B. An employee 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, coordinated through HR for forwarding 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 must self-pay all insurance premiums during an 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. Labor Day, 1st Monday in September
- G. Veterans' Day, November 11th
- H. Thanksgiving, 4th Thursday and Friday in November
- I. Christmas, December 25th
- J. State General Election Day

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all employees covered under this Agreement. 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. Regular, full-time employees regularly scheduled for or working who are in a leave without pay status during the pay period, are entitled to prorated holiday benefits if they have worked the qualifying period.

Section 3. Employees will receive one of the following for a State mandated holiday:

- A. An employee who works on a legal holiday shall receive holiday premium pay for all hours worked in addition to twelve (12) hours of holiday pay,
- B. An employee who does not work the legal holiday will receive eight (8) hours of holiday pay, OR
- C. Another day off within the same pay period at their regular rate of pay as scheduled by mutual agreement by the employee and his/her supervisor.

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 five 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 5 years through the end of the 10th year	\$ 20.00 per month
After 11 years through the end of the 15th year	\$ 40.00 per month
After 16 years through the end of the 20th year	\$ 60.00 per month
After 21 years through the end of the 25th year	\$ 80.00 per month
After 26 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. Under the current twelve (12) hour work schedule, commonly referred to as a Panama schedule, the workday will include three (3) duty free 15-minute rest breaks as determined by the

on-duty supervisor. The on-duty supervisor is able to grant additional breaks, at their discretion, as the workload permits.

Section 3. 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 their regular hourly rate of pay or at a rate of one and one-half (1½) times their 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 4. If an employee is temporarily assigned to work a full day of scheduled hours in a higher classified position, for which he/she has been trained, he/she will be paid at the higher classified position regular hourly rate of pay.

Section 5. In the absence of a supervisor, the Lead PSCO will serve as the on-duty supervisor and shall receive an additional \$1.75 per hour while serving in this capacity.

Section 6. An employee who is assigned to train a new PSCO shall receive an additional \$2.00 per hour for all hours worked training a new PSCO. In order to receive the additional pay in this section, the employee must be a certified Communication Training Officer (CTO).

Section 7. Any employee working between the hours of 1900 and 0700 will be paid an additional shift stipend of \$1.50 per hour.

Section 8. Effective July 1, 2023, comp time will no longer be accrued. All hours worked above 40 hours in any given work week will be directly paid out at one and one-half (1½) times the employee's regular hourly rate of pay. All comp bank balances as of July 1, 2023 will be paid out in twenty (20) hour increments at one (1) times the employee's regular hourly rate of pay until the comp bank balance reaches zero. Payouts will begin the first pay period after July 1, 2023.

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 employee's regular hourly rate of pay. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the work week.

ARTICLE 21: OVERTIME

Section 1. Employees who work more than 40 hours in any given work week shall be paid at a rate of one and one half (1½) times their regular hourly rate of pay.

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 leave time of holidays, 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.

ARTICLE 22: GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain harmonious labor relations between the City and the Federation, 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 at the lowest level, with the exception 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. All job postings will be completed in accordance with recruitment guidelines in the City's Personnel Policy Manual.

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 if such purging is contrary to Federal or state law (such as retention periods for positive drug or alcohol tests), the document will remain in the employee's official personnel file. The employee must submit a written request to Human Resources to purge any document from the employee's official personnel file.

Section 3. **RIGHTS TO REPRESENTATION** - An employee may, at his/her option, be represented at all disciplinary meetings by a Federation representative under the provisions of the Weingarten Act.

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 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 Agreement, eligible 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 the 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 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 insurance premiums will be shared with the City paying 85% (eighty-five percent) of the premium rate and the employee paying 15% (fifteen percent) of the premium rate.

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

ARTICLE 28: MISCELLANEOUS

Section 1. LABOR MANAGEMENT COMMITTEE - A Labor Management Committee (LMC) shall be formed and consist of four (4) members from the Federation and four (4) members from the City in accordance with the Labor Management Committee by-laws. The LMC will meet as often as necessary. Any subject of concern to either the Federation or the City may be presented to this Committee.

Section 2. An annual clothing allotment of \$200, to be applied toward approved uniforms, will be provided for employees of the Emergency Communications Center. The clothing allotment is provided as an amount for employees to use toward ordering approved apparel and is not paid out to the employee. Any unused allotment amount is not carried over from year to year. The program is administered through the office of the Chief of Police or designated representative.

Section 3. When policies or rules 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.

Section 5. Employees may not be under the influence of or impaired by, alcohol or controlled substances while on duty. Consistent with the City's right and obligation to ensure that its operations are free from unsafe drug and alcohol use, and Article 5 of this Agreement, all employees are subject to Section 8 of the City of Great Falls Personnel Policy Manual, the City of Great Falls Alcohol and Controlled Substance Policy and all applicable department policies.

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 based on budget availability.

ARTICLE 30: WELLNESS PROGRAM

Section 1. The department recognizes the importance of maintaining health in three areas: Physical Fitness, Medical Health, and Mental Health. Employees are encouraged to maintain each of these areas to promote total health or wellness.

Section 2. Costs incurred by participation in the voluntary wellness program are the responsibility of the employee.

Section 3. The department will not collect any confidential medical information beyond the employee's name and that they participated in one or more of the department's approved programs in Physical Fitness, Medical Health, and Mental Health as defined by this Article.

Section 4. Participation period of this program will be on a fiscal year beginning July 1st and ending June 30th. The hours accrued cannot be exchanged in lieu of money, cannot be carried over to the next fiscal year and must be used by June 30th.

Section 5. It is the employee's responsibility to ensure that the required documentation of participation is received by the department or facilitating department employee.

Section 6. The voluntary wellness program is separate from the employee's annual performance evaluation and lack of participation in the wellness program will not negatively impact this evaluation.

Section 7. Physical Fitness will be measured by performance in the MPAT once per calendar year. This course will be set up with qualified proctors in the GFPD gym a minimum of twice per calendar year. Notification of these dates shall be given at least two weeks prior to the test date. Passage of the MPAT is required per Montana Peace Officer Standards training time. The MPAT proctor will qualify as the department representative for purposes of reporting results to the department.

Section 8. Participation in the City's bio metric program or an annual physical exam with the employee's medical doctor will qualify for the Physical Health section of the program. Participating in one of these items once per calendar year will satisfy this section of the program.

- A. If the employee elects to participate in the City's bio metric program, completion will be documented in the monetary benefit paid to that employee by the bio metric program.
- B. If the employee elects to have an annual physical exam to meet this section of the program, the employee will need to provide a basic note from his/her physician simply stating that a physical examination has been completed. (Example Wording: "[Name of the employee] has completed an annual physical examination.")

Section 9. Participating in one of the quarterly trainings given by the department on mental health issues such as stress and/or PTSD will qualify for the Mental Health portion of the program. An employee may also choose to meet once per year with a qualified mental health professional as a "mental health checkup." Participation in one of these once per calendar year will satisfy this portion of the program.

Section 10. Incentives for participation in the program will be based on the level of participation as listed below:

- A. Completing one (1) of the sections of the Wellness Program: one (½) day off.
- B. Completing two (2) of the sections of the Wellness Program: one (1) full day off.
- C. Completing all of the requirements of the Wellness Program: two (2) full days off.

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 June, 2023.

CITY OF GREAT FALLS, MONTANA

MONTANA FEDERATION OF PUBLIC EMPLOYEES, CITY OF GREAT FALLS
911 PUBLIC SAFETY
COMMUNICATIONS OFFICERS, Local #____

Gregory T. Doyon, City Manager

Amanda Curtis, President M.F.P.E.

ATTEST:

Brandon M. Skogen, President

Lisa Kunz, City Clerk

(SEAL OF CITY)

Reviewed for legal content*:

David Dennis, 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.
- C. 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: WAGE SCHEDULE

Public Safety Communication Officers (PSCOs) Wage Schedule							
Effective July 1, 2023							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Entry Level	3% Increase after 6 mths. in position	6% Increase after 18 mths. 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
Grade	7/1/2023						
34	\$20.53	\$21.15	\$22.42	\$23.09	\$23.78	\$24.38	\$24.99
Annual	\$42,706	\$43,988	\$46,627	\$48,026	\$49,466	\$50,703	\$51,971
36	\$21.57	\$22.22	\$23.55	\$24.26	\$24.99	\$25.61	\$26.25
Annual	\$44,868	\$46,215	\$48,987	\$50,457	\$51,971	\$53,270	\$54,602

Public Safety Communication Officers (PSCOs) Wage Schedule							
Effective July 1, 2024							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Entry Level	3% Increase after 6 mths. in position	6% Increase after 18 mths. 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
Grade	7/1/2024						
34	\$21.46	\$22.11	\$23.43	\$24.14	\$24.86	\$25.48	\$26.12
Annual	\$44,643	\$45,982	\$48,741	\$50,204	\$51,710	\$53,003	\$54,328
36	\$22.55	\$23.23	\$24.62	\$25.36	\$26.12	\$26.77	\$27.44
Annual	\$46,903	\$48,310	\$51,209	\$52,745	\$54,328	\$55,686	\$57,078