



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
August 06, 2019
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PETITIONS AND COMMUNICATIONS

(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and address for the record.)

1. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

2. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

3. Miscellaneous reports and announcements from Boards and Commissions.
4. Appointment to the Audit Committee.

CITY MANAGER

5. 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.

6. Minutes, July 16, 2019, Commission Meeting.
7. Total Expenditures of \$4,811,230 for the period of June 28, 2019 through July 24, 2019, to include claims over \$5000, in the amount of \$4,455,290.
8. Contracts List.
9. Approve the acceptance of the Montana Land Information Act (MLIA) grant funds in the amount of \$13,375, and approve the Montana State Library Agreement, to be used for GIS data preparation for Next Generation 9-1-1.

10. Approve the Montana Department of Administration 9-1-1 Grant in the amount of \$246,967.00 to be used to purchase call taking and processing equipment, and authorize the City Manager to sign the contract.
11. Approve the Cartegraph Purchase Agreement in the total amount of \$183,825.00, approve the addendum to Cartegraph Solutions Agreement and authorize the City Manager to execute the purchase.
12. Approve extending the Fuel Delivery Service Agreement with Mountain View Co-op for an additional three years for the period of September 2019-2022, at an annual cost of approximately \$808,903.00.
13. Approve the purchase in the amount of \$13,000.00 for an easement not to exceed 20-foot wide for a City of Great Falls water main easement which will be a minimum of 50 feet below the surface on property owned by Meadow Lark Country Club.
14. Approve a construction agreement for the Library Air Handler Replacement Project to McKinstry Essention, LLC in the amount of \$315,000 and authorize the City Manager to execute the agreement.
15. Award a contract in the amount of \$602,000.00 to James Talcott Construction, Inc. for the Public Works Facilities Improvements Siding and Windows project, and authorize the City Manager to execute the construction contract documents.
16. Approve a Change Order No. 1 in the amount of \$69,052.00 to EJ Carpentry, LLC for the Public Works Facility Improvements - Central Garage, Streets and Sanitation Buildings project and authorize the City Manager to execute the change order.
17. Approve the 2019-2020 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public Schools District.
18. Approve Change Order No. 1 in the amount of \$55,832.44 to Wadsworth Builders for the Electric City Water Park Bath House Restoration and Remodel project, and authorize the City Manager to execute the change order.
19. Approve Change Order No. 1 in the amount of \$20,400.00 to Kuglin Construction for the 2019 CDBG ADA Handicap Ramp and Sidewalk project, and authorize the City Manager to execute the change order.

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

PUBLIC HEARINGS

20. Sale of approximately 152 square feet of property located at 731 6th Street NW (Fire Station #2 property) in the amount of \$2,200 to the Montana Department of Transportation for right-of-way purposes. *Action: Conduct a public hearing and approve or deny the sale. (Presented by Joseph Cik)*
21. Resolution 10305 to Levy and Assess the Street Maintenance District. *Action: Conduct a public hearing and adopt or deny Res. 10305. (Presented by Kirsten Myre)*

22. Resolution 10306 to Levy and Assess the General Boulevard Maintenance District No. 3570. *Action: Conduct a public hearing and adopt or deny Res. 10306. (Presented by Kirsten Myre)*
23. Resolution 10307 to Levy and Assess the Portage Meadows Maintenance District No. 1195. *Action: Conduct a public hearing and adopt or deny Res. 10307. (Presented by Kirsten Myre)*
24. Resolution 10308 to Levy and Assess Great Falls Park District No. 1. *Action: Conduct a public hearing and adopt or deny Res. 10308. (Presented by Kirsten Myre)*
25. Resolution 10309 to Levy and Assess Properties within Special Improvement Lighting Districts. *Action: Conduct a public hearing and adopt or deny Res. 10309. (Presented by Kirsten Myre)*
26. Resolution No. 10311, to Revise the Fee Schedule for Great Falls Fire Rescue Superseding Resolution 10070. *Action: Conduct a public hearing and adopt or deny Res. 10311. (Presented by Stephen Hester)*
27. Ordinance 3206 to rezone a portion of Lots 4A and 6-9 of Riverview Tracts Addition, and to amend Ordinance 3104 to include said property within the boundaries of a Planned Unit Development (PUD) in conjunction with an amended plat to aggregate and boundary line adjust the various parcels. *Action: Conduct a joint public hearing and adopt or deny Ord. 3206, the revised Improvement Agreement and Findings of Fact; and approve or deny Amended Plat and Findings of Fact. (Presented by Craig Raymond)*

OLD BUSINESS

NEW BUSINESS

28. Labor Agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA). *Action: Approve or deny the agreement. (Presented by Gaye McInerney)*
29. Labor Agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), Local #7796. *Action: Approve or deny the agreement. (Presented by Gaye McInerney)*
30. Labor Agreement between the City of Great Falls and the International Brotherhood of Electrical Workers (IBEW), Local #233. *Action: Approve or deny the agreement. (Presented by Gaye McInerney)*
31. 2018 Long Range Transportation Plan – Minor Amendment #1. *Action: Approve or deny the amendment. (Presented by Craig Raymond)*
32. Ordinance 3207, to establish AI Airport Industrial zoning for the properties identified as Tract 1 and Tract 2 of Certificate of Survey #5142, a tract of land equaling +/- 2.775 Acres, located in Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana. *Action: Accept or not accept Ord. 3207 on first reading and set a public hearing for September 3, 2019. (Presented by Craig Raymond)*

ORDINANCES / RESOLUTIONS

33. Resolution 10315, requesting distribution of BaRSAA Funds in the amount of \$764,381.03. *Action: Adopt or deny Res. 10315. (Presented by Jim Rearden)*

CITY COMMISSION

34. Miscellaneous reports and announcements from the City Commission.

35. Commission Initiatives.

ADJOURNMENT

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

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.



Item: Appointment to the Audit Committee
From: City Manager's Office
Initiated By: City Commission
Presented By: City Commission
Action Requested: Appoint one member to the Audit Committee to fill a private citizen position for a three-year term through June 30, 2021.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission appoint _____ to the Audit Committee to fill a private citizen position for a three-year term through June 30, 2021."

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

Summary:

MaryEllen Kropp was appointed to the Audit Committee on December 20, 2016 to fill a partial three-year term through June 30, 2019. Ms. Kropp was not interested in serving another term therefore, staff began advertising for the opening.

Background:

Purpose

The Audit Committee was established by the City Commission in October of 1992 and currently consists of six members to include the Mayor, a Commissioner, the City Manager, the Finance Department Director and two private citizens.

The Audit Committee provides assurance that the financial disclosures made by management reasonably portray the City's financial condition, results of operations and plans and long-term commitments. The Committee oversees the external audit coverage, reviews accounting policies and reviews financial statements.

Members of the Audit Committee should collectively possess technical expertise in accounting, auditing, and financial reporting to fulfill its duties.

Evaluation and Selection Process

Advertising was done through the local media and posted on the City of Great Falls website. Two applications were received.

Continuing members of this board are:

Mayor Kelly
Commissioner Houck
City Manager Doyon
Fiscal Services Director Kinzler
Private Citizen Jeremy Trebas

Citizens interested in serving on this board include:

Jennifer Malich
Kelly Pankratz

Alternatives: The Commission could choose not to appoint at this time and direct staff to continue to seek other applicants.

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: Audit Committee		Date of Application: 6/17/2019
Name: Jennifer Malich		
Home Address: 3200 3rd Ave N; Great Falls, MT 59401		Email address: findyournorth@gmail.com
Home Phone:	Work Phone:	Cell Phone: 850-830-2711
Occupation: Bank Auditor		Employer: U.S. Bank
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) No, I telework and have a very flexible schedule		
Related experiences or background: I spent nearly 10 years as a Commissioned FDIC Risk Management examiner, am a Certified Fraud Examiner, Certified Anti-Money Laundering Specialist, have an M.B.A and work as an internal auditor over Corporate Functions for a large financial institution.		
Educational Background: Bachelor of Liberal Arts, Auburn University 2001 Masters Business Administration (MBA), University of West Florida 2006 PhD (ABD) in Organizational Management, Capella University		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Special Olympics, Great Falls March 2019 Habitat for Humanity, Teller County Colorado 2015-2017		
Previous and current public experience (elective or appointive):		
Membership in other community organizations: Assoc of Certified Anti-Money Laundering Specialists (ACAMS), Salt Lake City Chapter Assoc of Certified Fraud Examiners (ACFE) Institution of Internal Auditors (IIA)		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? I recently moved to Great Falls in August 2018 and it is my desire to get more involved in the community. In leaving the FDIC, I miss serving the public and the position fully utilizes my knowledge, skills, and abilities.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I was very involved as a member of the community in Destin, Florida in both the independent Fire District and City meetings and reviewing public records. I fully understand regulatory policy and my education and experience would provide a solid foundation for the City and community to rely on to guide the audit activities in a safe and sound manner.	
Additional comments: Please see my attached resume for a more complete review of my education and experience that qualifies me for this position.	
Signature Jennifer Malich	Date: 6/17/2019

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

Return this form to:

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

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

JENNIFER M. MALICH, CFE, CAMS

3200 3rd Avenue N, Great Falls, MT 59401

(850) 830-2711 - findurnorth@gmail.com

OBJECTIVE

Proven leader successful in motivating individuals at all levels across an organization. I have a solid background in risk management, financial analysis, business operations and human relations processes. I am value-driven with excellent relationship building, management, and organizational skills and a passion for diversity and inclusion within the workplace. My objective is to capitalize on my risk management, analytical and technical skills, while seeking opportunities to utilize my leadership skills.

EDUCATION

- Certified Anti-Money Laundering Specialist (CAMS) 2018-Association of Certified Anti-Money Laundering Specialists, Miami, FL
- Executive Leadership Program Certificate of Completion 2016 - Graduate School USA, Washington, D.C.
- Certified Fraud Examiner (CFE) 2014 – Association of Certified Fraud Examiners, Austin TX
- Doctor of Philosophy, Leadership (ABD) – Capella University, Minneapolis, MN
- Master of Business Administration 2006 – University of West Florida, Pensacola, FL
- Bachelor of Arts, Liberal Arts 2001 – Auburn University Montgomery, Montgomery, AL

PROFESSIONAL EXPERIENCE

U.S. BANK

AUDIT PROJECT MANAGER, August 2018 - Present

Corporate Audit Services, Minneapolis, MN (Home Based-Montana); *Average 45 hours per week*

- Supervise audit staff in the completion of audit engagements to include assessing work performed by staff and provide coaching relevant to the scope, accuracy and completeness of work performed; and conduct review to ensure work papers contain relevant facts to support audit scope and conclusions adhering to internal audit policies and procedures.
- Assist managers in planning audit engagements by identifying and analyzing business processes, key risks and critical controls; interviewing auditable entities; determining audit scope; and evaluating control design.
- Maintain schedule and monitor progress of all audit engagements against plan and schedule to include coordinating with management, audit leads and business lines and make necessary staffing adjustments for optimal staff utilization. Manage the team's workload to assist other audit teams when resources are needed for areas of higher risk.
- Providing on-the-job training for staff to include business knowledge of products, services, and delivery systems; company policies and procedures; applicable laws and regulations; and formal/informal control frameworks.
- Collaborate across the three lines of defense regarding business processes, risks, and controls.
- Coordinate Corporate Audit Services' review of the annual Strategic Planning process to ensure risk reviews are completed with all concerns addressed at the appropriate level.
- Monitor business line issue remediation activities to ensure successful completion leading up to issue validation period.
- Other Initiatives/BRG Involvement
 - Mentoring Initiative (Workstream Leader)
 - Diversity and Inclusion Business Resource Group Board Member
 - Women of CAS Business Resource Group Board Member/ Community Liaison and Communications Coordinator
 - Continuous Monitoring Improvement Initiative

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC)

PROJECT MANAGER, July 2017 to April 2018 (CG-13/14)

Division of Risk Management Supervision (RMS), Arlington, VA; *Average 45 hours per week*

- Assisted in the technical specification development and interagency implementation of the File Image Viewer for Examinations (FIVE) application. The application is part of the FFIEC Examination Modernization Effort to improve examination efficiency.
- Responsible for testing various stages of the FIVE application as well as working with financial institutions, regulatory agencies (FRB, CSBS, OCC), and vendors to ensure the feasibility of the application as well as offer technical support.
- Developed training materials and provided training to workforce.
- Created marketing materials for FFIEC Working Group and financial institutions.

COMMUNICATIONS PROGRAM MANAGER (WDI), July 2015 to January 2017 (CG-12)

Division of Administration (DOA), Arlington, VA; *Average 45 hours per week*

- Developed and implemented a comprehensive communication strategy for the Chairman's Initiative, Workforce Development Initiative (WDI), specifically identifying and leveraging various forums through which FDIC employees can learn about programs to build on their strengths, broaden their skills and enhance their professional profiles.
- Established, maintained and monitored the \$125,000 budget for associated expenses.
- Created and implemented a "train-the-trainer" program for Ambassadors and Team Leads;
- Identified, hired and trained 25 WDI "Ambassadors" and 14 Team Leads to deliver WDI message across the organization and act as ongoing resource;
- Crafted messages that are consistent, yet tailored to specific audiences and make process improvements to the communication and outreach efforts as needed;
- Collaborated with Administrative Officers across the organization and coordinated facilitator schedules to deliver presentations across regions, divisions and offices, while minimizing costs.

SUPERVISORY EXAMINER (SE), July 2015 to April 2016 (CG-13)

RMS, Pensacola, FL

- Served on the field office/territory management team with the responsibility of planning, directing, and coordinating the work of examination staff including examiners, loan review specialists and investigative specialists.
- Collaborated with Territory management to improve communication and cooperation among staff, minimize scheduling roadblocks, and enhance operations.
- Supervised and actively guided the development of non-commissioned and pre-commissioned examiners and fraud investigators. This included adhering to the FDIC's Performance Management Program by determining employee training/developmental needs, monitoring benchmarks and employee progress in meeting developmental goals, reviewing written work products, evaluating overall employee performance, and recognizing examiner efforts/performance through STAR awards.
- Performed year-end and mid-year performance management reviews (PMR).

SENIOR RISK MANAGEMENT EXAMINER, September 2013 to December 2014 (CG-13)

RMS, Pensacola, FL; *Average 45 hours per week*

- Planned and conducted examinations of significant complexity such as for institutions with assets and/or funding concentration risks; rapid asset growth; problematic ratings; and/or dominant management requiring knowledge of economics and finance, including the development of quantitative analysis methodologies and tools, the structure and operations of global financial markets, and the characteristics and risks associated with various financial instruments.
- Assisted, conducted, and directed the examination of insured depository institutions to determine their financial condition, evaluate management, and determine compliance with applicable laws and regulations requiring

advanced knowledge of financial institution supervisory methods and procedures, including extensive experience assessing risk and conducting onsite risk examinations.

- Prepared written products, often on difficult or controversial matters and under significant time pressures, for a variety of audiences both within and outside of the FDIC including confidential reports of examination (ROE) and, coordinated joint or concurrent examination reports with State examiner counterparts.
- Facilitated 8(e) investigations of closed institutions.
- Assigned, directed and reviewed the work of Financial Institution Specialists and other examiners. Served as a coach and mentor to less tenured and noncommissioned examiners.
- Continued to serve as a BSA/AML Subject Matter Expert for the Territory and conducted three BSA examinations including one in a High Intensity Drug Trafficking Area (HIDTA) location operating under a Consent Order.
- Participated in two 90 day details: Acting Special Assistant to the Deputy Regional Directors (Atlanta) and Acting Supervisory Examiner (Scott Depot, WV).
- Led a BSA examination at an institution with significant BSA deficiencies. Worked extensively with the new management team to rectify outstanding issues, including interfacing the AML monitoring software with their core system so that effective and efficient monitoring could be accomplished. Identified kiting activity among several accounts during transaction testing.

RISK MANAGEMENT EXAMINER, December 2011- August 2013; January 2015- June 2015; February 2017-July 2017; April 2018-August 2018 (CG-12)

RMS, Pensacola, FL; *Average 45 hours per week*

- Conducted risk management examinations across seven territories within the Atlanta region to maintain public confidence in the integrity of the banking system.
- Planned and conducted examinations of significant complexity such as for institutions with assets and/or funding concentration risks; rapid asset growth; problematic ratings; and/or dominant management.
- Planned and conducted 'back-up authority' examinations for institutions where FDIC was not the primary regulator.
- Assisted, conducted, and directed the examination of insured depository institutions to assess financial condition, evaluate management, and determine compliance with applicable laws and regulations.
- Prepared and submitted confidential reports of examination (ROE) and, coordinated joint or concurrent examination activities with State examiner counterparts.
- Assigned, directed and reviewed the work of Financial Institution Specialists and other examiners.
- Served as a coach and mentor to less tenured and noncommissioned examiners.
- Demonstrated advanced knowledge of capital markets and various interest rate risk (IRR) models, including the underlying assumptions, analytics and methodologies.
- Analyzed securities portfolios including an institution that held \$1.8B market value in available-for-sale and \$281MM in held-to-maturity instruments. Knowledge of complex instruments such as derivatives; and routinely reviewed repurchase agreements and pre-purchase analyses.

MID-CAREER RISK MANAGEMENT EXAMINER, April 2009 to November 2011(CG-11)

RMS, Atlanta, GA; *Average 42 hours per week*

- Received commissioned status in November 2011 after participating in 45 examinations from April 2009 to November 2011, primarily troubled institutions.
- Pursued Bank Secrecy Act/Anti-Money Laundering (BSA/AML) and Fraud specialties prior to commissioning.
- Prepared and reviewed comments for the Report of Examination, Call-In memorandums and Visitation reports, as well as present findings to bank management and the Board of Directors.
- Reviewed compliance with outstanding formal/informal enforcement actions, make recommendations for modifications to, or the removal of, an existing enforcement action, and discuss adherence to the enforcement action with bank management.

- Contributed to the preparation of 8(e) investigation memorandum and Civil Money Penalties due to the establishment of liberal lending policies and consequently, multiple loan relationships deemed to be conflicts of interest after conducting the loan review and researching guidance based on accounting and policy discrepancies.
- Gained expert knowledge in the accounting for troubled debt restructurings (TDRs), and conducted discounted cash flow analyses on tract developments in institutions' loan portfolios identifying additional losses previously unaccounted for using fair market valuation, which allowed for greater accuracy in calculating the Allowance for Loan and Lease Losses (ALLL).
- Participated in three examinations of Minority Depository Institutions, while providing technical assistance in the areas of Liquidity, Sensitivity to Market Risk, BSA/AML and Internal Routine and Controls.

Special Projects/Collateral Duties

Corporate Employee Program hiring event (January 2016) - Teamwork Assessor

BSA Working Group (September 2016-December 2016) - Selected as Bank Secrecy Act (BSA) Subject Matter Expert (SME) to help develop modules for formalized OJT program.

Atlanta Chairman's Diversity Advisory Council (CDAC) (2016)- Wrote global message published through Atlanta Messenger for Women's History Month on "Working to Form a More Perfect Union: Honoring Women in Public Service and Government". Created presentation for Atlanta CDAC to use in field presentations on the benefits of the multi-generational Workforce and conducted presentation for the June 2016 Shelby Territory meeting.

Executive Leadership Program (May 2015-February 2016) - Graduate School USA; Washington D.C.

Research Topic: Create cultural transformation through small acts of inclusion

- Collaborated with cross-agency team representing eight government agencies for team project. Research was conducted by analyzing human capital plans, diversity and inclusion plans, strategic plans and audits of select private sector companies and public agencies. Theoretical research used to provide structure to the quantitative and qualitative data obtained. Private sector companies ranked in the Fortune 500 2015 results were analyzed for diversity and inclusion strategies. Results from the 2014 Federal Employee Viewpoint Survey (FEVS) were used to identify large, mid-size, and small agencies. Agencies that ranked in the upper quartile with increasing cumulative scores year-over-year as Best Places to Work were analyzed further for implementation of inclusion strategies. Trends and practices were identified across this pool of data to make recommendations to build more inclusive and sustainable agencies given dynamic workforce demographics.
- Commencement speaker at graduation (February 2016)-selected by peers and course administrators
- Alumni Panel Member for ELP Graduate School USA (September 2015)-Norfolk, VA
- Alumni Panel Member for 2016-2017 FDIC participants (May 2016)

Small Acts of Inclusion Pilot Program (September 2015) –Pilot program engaged a group of RMS employees to educate and identify means of integrating small acts of inclusion into the workplace to more effectively recognize the benefits of diversity across the division. I continue to act as a steward of the model.

BSA Working Group (September 2015)- Worked with team to identify critical competencies and tasks for basic, advanced, and expert BSA Subject Matter Experts (SME) based each institution's risk profile. Validated model competencies.

Regulatory Panel Member for BSA emerging issues (March 2015) - Virginia Bankers Association

BSA Working Group for Raleigh Territory (February 2015)- Led working group with the Raleigh Territory to establish Best Practices for pre-planning/ conducting BSA exams focusing more on risk versus compliance.

Acting Supervisory Examiner (October 2014-December 2014)- Served as Acting Supervisory Examiner in the Scott Depot, West Virginia field office with delegated authority to sign regulatory documents. Directly supervised and coached a team of six noncommissioned examiners and assisted in on-the-job training during examinations. Created pre-commissioned examiner individual developmental plans (IDPs) to provide structure for continued development and monitored/updated

benchmarks for pre-commissioned examiners. Participated in strategic planning sessions with Raleigh Territory management to establish long-term goals.

BSA Presentation on Customer Due Diligence (CDD) (December 2014) –Presented at Shelby Territory meeting included examples from regional banks where lack of CDD resulted in significant issues for the bank, including enforcement actions, 8(e) investigations and civil money penalties.

Acting Special Assistant to the Deputy Regional Directors (September 2013-December 2013)- Maintained the Regional Overview Report to monitor progress of applications, exams/visitations, pending enforcement actions, business plans, priority Suspicious Activity Reports (SARs), and investigations, to ensure regional goals were met. Tracked the progress of State agreements to ensure all agreements were finalized in a timely manner. Updated and monitored the status of criticized Shared National Credit loans across the region and participated in the Red Flag Review to identify cases that may require additional investigation for 8(e) actions. Facilitated communications, conducted research, and monitored the progress of a potential change of control by a private equity group by collaborating with the Case Manager, ARD, and the private equity group stakeholders.

BSA SME Teleconference (November 2013)-Presented material on Money Service Businesses (MSBs) to Regional SMEs

Territory Workpaper Audits (January 2012; February 2013) - Conducted workpaper audits of the Birmingham and Montgomery field offices as part of the Regional Office internal audit process.

Acting Special Activities Case Manager (December 2012-January 2013; November 2014)- Acted within my delegated responsibility to serve as resource for the region and provide guidance on all BSA/AML matters.

Pensacola Field Office Workpaper Audit (December 2012) – Audited workpapers of Pensacola Field Office examinations to identify internal issues. Review resulted in new procedures being established to simplify the examination pre-planning process while improving the quality of workpapers.

Horizontal Review RALERO Project (2011)- Worked to verify compliance of interest rates associated with rapid tax refund companies across the Region during a coordinated Region-wide effort.

Material Loss Review (2010)- Participated in MLR to ascertain why the institution's problems resulted in a material loss to the Deposit Insurance Fund; and made recommendations for preventing any such loss in the future in accordance with Section 38(k) of the FDI Act.

AWARDS

CHAIRMAN'S EXCELLENCE AWARD

- Workforce Development Initiative (2016)

ANNIE E. MOORE DIVERSITY AWARD

- Chairman's Diversity Advisory Council (CDAC) (2016)

MISSION ACHIEVEMENT AWARD

- Leadership serving as Acting Supervisory Examiner in the Scott Depot Field Office (June 2015)

SPECIAL THANKS AND RECOGNITION (STAR) AWARDS

- Recognized for contributions leading the communications efforts for the Workforce Development Initiative (December 2016)
- Detail as Acting Special Assistant to the Deputy Regional Directors in the Atlanta Regional Office (June 2014)
- Outstanding performance as Examiner-in-charge of a troubled bank examination involving mismanagement/use of bank assets and resources (August 2013)
- Outstanding contributions involving exam workpaper reviews, Safety and Soundness exam planning activities, and IT exam planning (April 2013)
- Valuable contributions in educating bank management during the examination of a recently converted thrift institution (November 2012)
- Outstanding presentation on Strategic Planning during the June 2012 Territory meeting (September 2012)

STATE STREET**Financial Analyst** January 2008-September 2008

Boston, Massachusetts

- Prepared budgets and analyzed forecasting reports.
- Audited financial procedures to ensure regulatory standards.
- Reported to the Comptroller on a monthly basis.

PROSTRONG, INC.**Chief Financial Officer/Controller** June 2006-April 2008

Oakville, Connecticut

- Revamped groupthink through creative project management efforts and empowered employees through accountability and performance standards.
- Provided oversight of human relations, including payroll processing.
- Established, audited and maintained accounting principles, procedures, records and documents.
- Prepared monthly and yearly forecasts, expense management procedures, and quality control mechanisms.
- Boosted revenues through development of new distribution channels and improved marketing efforts to build stronger market position, including website design and maintenance.
- Prepared and analyzed budgets and financial statements with recommendations to shareholders.
- Implemented inventory management and control systems.
- Identified embezzlement scheme from primary shareholder resulting in dissolution of the entity where the remaining shareholders maintained control of the patent rights.
- Acted as consultant to shareholders during transfer of ownership (late 2007-April 2008) to ensure new distribution channels could be retained.

TRAINING (not all inclusive)Conferences/ Seminars

- ACFE Conference (2018)
- CAMS Conference (2017)
- Bribery and Corruption-ACFE (2016)
- Financial Statement Fraud-ACFE (2016)
- Accounting and Auditing Conference (2015)
- Advanced BSA/AML Specialists Conference (2014, 2012)
- Financial Crimes Seminar (2013)
- Capital Markets Conference (2013)

Computer Based Training

- Accounting for Pensions and Postretirement Benefits
- Introduction to Asset Misappropriation (ACFE)
- Ethics in an Unethical World (ACFE)
- Fraud Identification Training (FFIEC)

Courses

- Fierce Conversations: The Power of Authentic Communication
- The Voice of Leadership (AMA)
- Facing Ethical Dilemmas: Making Decisions with Leadership and Integrity
- Cash Flow Construction and Analysis from Federal Tax Returns (FFIEC)
- Advanced Cash Flow Concepts and Analysis: Beyond the Numbers (FFIEC)
- Distressed Commercial Real Estate (FFIEC)
- Commercial Real Estate Analysis for Examiners (FFIEC)



**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>Audit Committee</i>		Date of Application: <i>6/10/2019</i>
Name: <i>Kelly Pankrat</i>		
Home Address: <i>2112 26th St S Great Falls</i>		Email address: <i>pankratzkelly92@yahoo.com</i>
Home Phone:	Work Phone:	Cell Phone: <i>406-564-3727</i>
Occupation: <i>Maint. Acct. Payable specialist</i>		Employer: <i>Transystems</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>Have been an internal auditor in a previous job. Working partially in finance now.</i>		
Educational Background: <i>High school, Broadcasting school, work experience.</i>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <i>Volunteer @ KGPR broadcasting President of North W.S. PTA</i>		
Previous and current public experience (elective or appointive): <i>no experience</i>		
Membership in other community organizations: <i>N/A</i>		

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?
Im interested in what makes the city grow, improve and make decisions

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
I'm a concern citizen who cares about this great city and want to do my part to help it improve and grow

Additional comments:
So many open spots there needs to be some one(s) that get involved to show we care for what happens in our community. Be the voice that can help more than ourselves.

Signature: [Redacted] Date: 6/10/2019

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

Return this form to:
City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

JOURNAL OF COMMISSION PROCEEDINGS

July 16, 2019

Regular City Commission Meeting

Mayor Pro Tempore Bronson presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bill Bronson, Owen Robinson, Tracy Houck, and Mary Sheehy Moe. Mayor Bob Kelly was excused. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Fire Chief Steve Hester; Finance Director Melissa Kinzler; Human Resources Director Gaye McInerney; City Attorney Sara Sexe; and, Police Captain John Schaffer.

AGENDA APPROVAL: City Manager Greg Doyon requested that Agenda Item 16 be pulled from the Consent Agenda for consideration at a later time. He also noted that a clerical error was corrected in the Agenda Report for Agenda Item 22 that was updated after original posting and updated on the website. There were no proposed changes to the Agenda by the Commission. The City Commission approved the Agenda as amended.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: Mayor Pro Tempore Bronson requested that Consent Agenda Items 9B and 9C be pulled for separate consideration. He will not be voting on those two items.

PETITIONS AND COMMUNICATIONS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Tom Crane, 1027 4th Avenue North, commented that, upon returning to their Great Falls home after an extended leave, he and his wife were flabbergasted after reviewing the City's notice that their sidewalks were in disrepair at a cost of about \$6,400. Dutch Elm trees tore up the sidewalks and the residence is within the boulevard district.

City Manager Greg Doyon responded that he would provide Public Works Director Jim Rearden's contact information to Mr. Crane.

Jeni Dodd, 3245 8th Avenue North, commented that her neighbor's two-year old boy was out walking in the neighborhood with his grandmother last week and he was so thrilled that a Great Falls police officer stopped to talk to him. She commended the Great Falls Police Department for reaching out to the public in that way.

John Hubbard, 615 7th Avenue South, commented about the water contaminate levels. He spoke in opposition to a property tax increase, noting that the public is still trying to get over the school levy and park maintenance district assessment.

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NEIGHBORHOOD COUNCILS

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS & COMMISSIONS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.

None.

4. REAPPOINTMENTS TO THE TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) BOARD.

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission reappoint Sandra Johnson-Thares and Robert Dompier to the Tourism Business Improvement District Board of Trustees to four-year terms through June 30, 2023.

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

Commissioner Houck noted the appointment process for the TBID Board of Trustees.

There being no further discussion, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

5. APPOINTMENT TO THE HOUSING AUTHORITY BOARD OF COMMISSIONERS.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission appoint Megan Baily to a five-year term through June 30, 2024, to the Great Falls Housing Authority Board of Commissioners.

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

Motion carried 4-0.

CITY MANAGER

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported on the following:

- On July 6th flooding occurred in the basement of the Civic Center, particularly in the Municipal Court area. Staff is awaiting an air quality and mold testing report.

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- The worst flooding occurred in the basement of the Great Falls Public Library. The basement slab is cracked allowing water to seep up from the slab. A plan is in place to address the water issue that is part of the budget presentation.
- Staff continues to work with the vendor to work out the audio and other kinks in the new AV system.
- The write-in filing deadline for the general election is September 3rd. The County Election Administrator has provided notice that there is no need for a primary municipal election.
- HUD approved the Great Falls Annual Action Plan, which releases CDBG and HOME funds for July 1, 2019.

Planning and Community Development Director Craig Raymond reported that staff is working on updates to the storm water requirements for new/renewed development projects. Storm water management is important to public health and safety, the environment, economic development and preservation. Public Works staff is working on updating the Storm Water Design Manual that will be presented at a future work session.

CONSENT AGENDA.

7. Minutes, July 2, 2019, Commission meeting.
8. Total expenditures of \$5,049,543 for the period of June 18, 2019 through July 3, 2019, to include claims over \$5,000, in the amount of \$4,724,213.
9. Contracts list.
10. Set a public hearing on Resolution 10311, Revising Fee Schedule for Great Falls Fire Rescue superseding Resolution 10070 for August 6, 2019.
11. Set public hearing for August 6, 2019 to consider the sale of approximately 152 square feet of property located at 731 6th Street NW (Fire Station #2 property) to the Montana Department of Transportation for right-of-way purposes.
12. Approve Final Payment for the 2nd Street South Water Main Extension project, to Geranios Enterprises, Inc. in the amount of \$1,305.21, and \$13.18 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1494.7**
13. Approve Final Payment for the 30-inch by 24-inch Water Main Connection project, to Capcon, LLC. in the amount of \$3,264.74, and \$32.98 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1494.8**
14. Approve Change Order No. 1 in the amount of \$22,778.90 with Geranios Enterprises, Inc. for the 43rd Street North / 8th Avenue North Street Reconstruction project. **OF 1679.9**

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July 16, 2019

15. Award a contract in the amount of \$5,572,971.00 to HDD Company for the Water Main Crossings of the Upper Missouri River and Sun River project, and authorize the City Manager to execute the construction contract documents. **OF 1494.6**
16. ~~Approve a 3 year Purchase Agreement for software licensing and support in the total amount of \$183,825.00 to Cartegraph Systems, Inc. for the purchase of Operations Management System software, and authorize the City Manager to execute the purchase of this software.~~ * This Item was pulled from the Consent Agenda for future consideration.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission approve the Consent Agenda as presented, with the exception of Agenda Item 9.

Mayor Pro Tempore Bronson asked if there were any comments from the public or any discussion amongst the Commissioners with regard to approval of Agenda Items 7, 8, 10-15.

Jeni Dodd, 3245 8th Avenue North, referred to Agenda Item 15 and suggested fixing the water chemical issue before expanding the water system. She also inquired if an environmental impact statement was required before boring under the river.

Public Works Director Jim Rearden responded that the current eight water sample sites across the City are below the minimum contaminant levels. However, because DEQ reports on an annual average and August was a high run-off month, it has taken several quarters for the City to get out of non-compliance.

With regard to Agenda Item 15 and the water main crossings, Director Rearden noted that it is a redundancy and service issue that has been contained in the Master Plan for decades to, at some point, provide additional water crossings across the river. Those crossings have been designed and bid, will be approximately 100 feet below the river at the maximum depth of crossing, and have received DEQ and Corps of Engineers approval.

There being no one further to address the Commission, Mayor Pro Tempore Bronson called for the vote with regard to Agenda Items 7, 8, 10-15.

Commissioner Robinson noted a clerical error on the amount of the contract of Agenda Item 9A. City Clerk Lisa Kunz clarified that the amount should read \$123,000.

Motion carried 4-0.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission remove Consent Agenda Items 9B and 9C for separate consideration.

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

Motion carried 4-0.

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Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission approve the Contracts List, except Items 9B and 9C, and approve the correct contract amount for Item 9A.

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

Motion carried 4-0.

Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission approve Contracts List Items 9B and 9C.

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

Motion carried 3-0-1 (Mayor Pro Tempore Bronson abstaining).

PUBLIC HEARINGS

17. BUSINESS IMPROVEMENT DISTRICT (BID) 2019/2020 BUDGET AND WORK PLAN.

Finance Director Melissa Kinzler reported that the initial creation of the BID was in 1989. The BID was renewed in 1999, 2009, and 2019 each for periods of 10 years by petition of the property owners within the District.

The Business Improvement District's overall purpose is to utilize assessment dollars through the BID to improve and revitalize the downtown area.

Pursuant to Mont. Code Ann. § 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 budget and plan or request that amendments be made to it, prior to levying an assessment on all properties within the district to defray the costs.

The BID is projecting annual revenue for Fiscal Year 2019/2020 of approximately \$240,000 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.

Max Grebe, 15 5th Street South, BID Vice-Chairman, commented that he is available to answer any questions regarding the BID FY19/20 budget and work plan.

Mayor Pro Tempore Bronson declared the public hearing open. He asked if the Commissioners had any questions of staff or the BID's representative. No one responded.

Speaking in support of the BID 2019/2020 Budget and Work Plan was:

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Shyla Patera, 1013 7th Avenue NW, suggested that the BID consider wayfinding and grants for sidewalk repair for businesses to improve accessibility.

No one spoke in opposition to the BID 2019/2020 Budget and Work Plan.

Mayor Pro Tempore Bronson again asked if the Commissioners had any questions.

Commissioner Houck commented that this item comes before the Commission multiple times before the Commission votes on it. She encouraged the public to use the City's website as a resource to access information about what the BID does and how it operates.

Mayor Pro Tempore Bronson asked if staff or the BID's representative had anything to add in response to the comments made this evening.

Max Grebe, 15 5th Street South, BID Vice-Chairman, commented that the downtown grant program is fluid and the board is open to recommendations as to how assessed monies are to be spent.

There being no one further to address the Commission, Mayor Pro Tempore Bronson closed the public hearing and asked the will of the Commission.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission accept the 2019/2020 Business Improvement District Budget and Work Plan.

Mayor Pro Tempore Bronson asked if there was any further discussion amongst the Commissioners.

Hearing none, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

18. TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) 2019/2020 BUDGET AND WORK PLAN (TBID 1307).

Great Falls Tourism Director Rebecca Engum, 100 1st Avenue North, reported that the initial creation of the TBID was in 2008. On February 6, 2018, the City Commission approved Resolution 10222 re-creating the 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 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 its Work Plan and Budget for the coming Fiscal Year.

Pursuant to Mont. Code Ann. § 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 budget and plan or request that amendments be made to it, prior to levying an assessment on all properties within the district to defray the costs.

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The TBID is projecting annual revenue for Fiscal Year 2019/2020 of approximately \$692,000 in tax assessment dollars. This is a significant increase from prior years because of the new assessment formula approved with the re-creation of the district as follows:

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 rooms as prescribed in Mont. Code Ann. § 7-12-1133(f). The new assessment method began on July 1, 2018, so Fiscal Year 2019/2020 will be the first year of billing the assessment with the new formula because the assessment is billed a year behind.

Director Engum further reviewed in detail the TBID's 2020 Marketing Plan that was attached to the Agenda Report.

Mayor Pro Tempore Bronson declared the public hearing open. He asked if the Commissioners had any questions of Director Engum.

Commissioner Moe referred to "Detractors" on page 9 of the Marketing Plan and inquired how the board derived at: 34% of Great Falls residents hold a low self-image of and are negative about the community being a great place to visit.

Director Engum responded that percentage was the result of a dated, 2012 survey.

Commissioner Moe inquired how closely the TBID board works with the Great Falls International Airport and CM Russell bodies.

Director Engum responded in May, 2019, the TBID board voted to create 11 honorary board positions to help keep more voices at the table. The Airport is one of them. The board works closely and collaborates with the Airport board.

No one spoke in support of or in opposition to the TBID 2019/2020 Budget and Work Plan.

Mayor Pro Tempore Bronson asked if the Commission had any further questions, or if Director Engum had anything further to offer.

Hearing none, Mayor Pro Tempore Bronson closed the public hearing and asked the will of the Commission.

Commissioner Houck moved, seconded by Commissioners Moe and Robinson, that the City Commission accept the 2019/2020 Tourism Business Improvement District Budget and Work Plan.

Mayor Pro Tempore Bronson asked if there was any further discussion amongst the Commissioners.

Hearing none, Mayor Pro Tempore Bronson called for the vote.




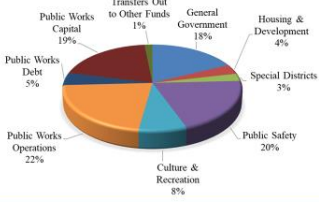




Motion carried 4-0.

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19. **RESOLUTION 10300, INTENT TO INCREASE PROPERTY TAX.**
 20. **RESOLUTION 10301, ANNUAL BUDGET RESOLUTION.**

City Manager Greg Doyon provided a recap of what has been transmitted to the City Commission for a proposed budget: the proposed budget, general fund contribution worksheet, fund detail worksheet, department requested/manager recommended above & beyond, administrative draft Capital Improvement Plan, taxable valuation history, general fund revenue increase, internal services charges, legislative impacts, department identified community priorities, and TIF summary and map. The documents are posted on the City’s website.

Manager Doyon provided and discussed the following combined presentation on Agenda Items 19 and 20, Resolution 10300 – Intent to Increase Property Tax, and Resolution 10301 – Annual Budget Resolution:

 <h2 align="center">City Manager’s Proposed Budget Recap</h2> <p align="center">Fiscal Year 2020</p> <p align="center">July 16, 2019</p> <p align="right">11</p>	 <h2 align="center">City-Wide Budget</h2> <p align="center">Total Proposed Budget: \$128,939,437</p> <table border="0"> <tr> <td>Revenues</td> <td></td> <td>Expenditures</td> <td></td> </tr> <tr> <td>Taxes</td> <td>\$ 22,949,998</td> <td>Personal Services</td> <td>\$ 46,407,363</td> </tr> <tr> <td>Licenses & Permits</td> <td>\$ 2,302,241</td> <td>Supplies</td> <td>\$ 5,992,463</td> </tr> <tr> <td>Intergovernmental</td> <td>\$ 13,568,725</td> <td>Purchased Services</td> <td>\$ 26,417,315</td> </tr> <tr> <td>Charges for Services</td> <td>\$ 49,721,560</td> <td>Debt Service</td> <td>\$ 7,065,974</td> </tr> <tr> <td>Fines & Forfeitures</td> <td>\$ 918,000</td> <td>Contributions & Other</td> <td>\$ 1,797,745</td> </tr> <tr> <td>Internal Service</td> <td>\$ 13,551,817</td> <td>Other</td> <td>\$ 30,450</td> </tr> <tr> <td>Special Assessments</td> <td>\$ 8,742,911</td> <td>Internal Service</td> <td>\$ 12,291,120</td> </tr> <tr> <td>Investment Income</td> <td>\$ 60,350</td> <td>Capital Outlay</td> <td>\$ 26,877,456</td> </tr> <tr> <td>Other</td> <td>\$ 524,315</td> <td>Transfer Out</td> <td>\$ 2,059,551</td> </tr> <tr> <td>Transfer In</td> <td>\$ 2,059,551</td> <td>Expenditure Totals</td> <td>\$ 128,939,437</td> </tr> <tr> <td>Revenue Totals</td> <td>\$ 114,399,468</td> <td></td> <td></td> </tr> </table> <p align="right">12</p>	Revenues		Expenditures		Taxes	\$ 22,949,998	Personal Services	\$ 46,407,363	Licenses & Permits	\$ 2,302,241	Supplies	\$ 5,992,463	Intergovernmental	\$ 13,568,725	Purchased Services	\$ 26,417,315	Charges for Services	\$ 49,721,560	Debt Service	\$ 7,065,974	Fines & Forfeitures	\$ 918,000	Contributions & Other	\$ 1,797,745	Internal Service	\$ 13,551,817	Other	\$ 30,450	Special Assessments	\$ 8,742,911	Internal Service	\$ 12,291,120	Investment Income	\$ 60,350	Capital Outlay	\$ 26,877,456	Other	\$ 524,315	Transfer Out	\$ 2,059,551	Transfer In	\$ 2,059,551	Expenditure Totals	\$ 128,939,437	Revenue Totals	\$ 114,399,468		
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JOURNAL OF COMMISSION PROCEEDINGS

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<div style="text-align: center;">  <h3>Proposed Taxpayer Impact</h3> <table border="1" style="font-size: small; margin: 10px auto;"> <thead> <tr> <th colspan="3">Increase for Home with Market Value of \$100,000</th> </tr> </thead> <tbody> <tr> <td>Inflationary Factor</td> <td>1.02% Increase</td> <td>\$2.33</td> </tr> <tr> <td>Permissive Medical Levy</td> <td>2.79% Increase</td> <td>\$6.38</td> </tr> <tr> <td>Total Impact</td> <td>3.81% Increase</td> <td>\$8.71</td> </tr> </tbody> </table> </div> <div style="text-align: right; font-size: small;">21</div>	Increase for Home with Market Value of \$100,000			Inflationary Factor	1.02% Increase	\$2.33	Permissive Medical Levy	2.79% Increase	\$6.38	Total Impact	3.81% Increase	\$8.71	<div style="text-align: center;">  <h3>Proposed Rate and Fee Adjustments</h3> <table border="1" style="font-size: small; margin: 10px auto;"> <thead> <tr> <th>Department</th> <th>Division</th> <th>FY20 Adjustment</th> <th>Prior Year Adjustment</th> </tr> </thead> <tbody> <tr> <td>Planning & CD</td> <td>Permits</td> <td>0%</td> <td>-5%</td> </tr> <tr> <td>Civic Center</td> <td>Mansfield Center (all rentals except theater)</td> <td>9%</td> <td>0%</td> </tr> <tr> <td>Public Works</td> <td>Water</td> <td>5%</td> <td>5%</td> </tr> <tr> <td>Public Works</td> <td>Sewer</td> <td>2%</td> <td>2%</td> </tr> <tr> <td>Public Works</td> <td>Storm Drain</td> <td>5%</td> <td>10%</td> </tr> <tr> <td>Public Works</td> <td>Sanitation - Commercial</td> <td>5%</td> <td>0%</td> </tr> <tr> <td>Public Works</td> <td>Sanitation - Residential</td> <td>5%</td> <td>5%</td> </tr> </tbody> </table> </div> <div style="text-align: right; font-size: small;">22</div>	Department	Division	FY20 Adjustment	Prior Year Adjustment	Planning & CD	Permits	0%	-5%	Civic Center	Mansfield Center (all rentals except theater)	9%	0%	Public Works	Water	5%	5%	Public Works	Sewer	2%	2%	Public Works	Storm Drain	5%	10%	Public Works	Sanitation - Commercial	5%	0%	Public Works	Sanitation - Residential	5%	5%
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Department	Assessment	FY20 Adjustment	Prior Year Adjustment																																										
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There are 59 different funds. For every dollar spent in the General Fund, \$0.72 goes towards public safety, \$0.09 towards Park & Recreation, \$0.03 each towards legal and Municipal Court, and \$0.09 towards administration. Some of the budget drivers included salaries/union contracts, health insurance, presumption and other Work Comp rate increases, central insurance internal service charges, Police Department overtime, municipal elections, Fire Department clothing allowances, and a part-time municipal judge.

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Manager Doyon further reported that revenues are up 4.09% from the FY 19 amended budget. There is \$425,000 new taxable property that is pending tax appeals. Capital needs are being addressed as the budget allows. Health insurance premiums increased 10.6%.

The projected undesignated fund balance is 17%. The settlement of the Calumet tax protest will be used to replenish the fund balance to the recommended policy of 22%.

The fiscal impact of the proposed increase for inflation for a residential home with a taxable market value of \$100,000 would be approximately \$2.33 for Fiscal Year 2020. The fiscal impact of the proposed increase for the "Permissive Medical Levy" is \$6.38. The total impact on a residential home with a taxable market value of \$100,000 would be \$8.71 for the year. The fiscal impact of not authorizing the increase for inflation mills to the General Fund would result in a revenue shortfall of \$628,142 for the proposed budget.

Proposed rate and fee adjustments for several departments will be forthcoming for separate action by the City Commission for an increase or decrease.

Mayor Pro Tempore Bronson declared the public hearing open. He asked the Commissioners if they had any questions of Manager Doyon or staff. No one responded.

Speaking in support of Resolution 10300 was:

Shyla Patera, 1013 7th Avenue NW, commented that, although she and the community that she serves has struggled with this item due to fixed incomes and becoming seniors, she understands that the deferred maintenance projects are moving forward and are for the betterment of the future of the City.

Speaking in opposition to Resolution 10300 were:

Tom Crane, 1027 4th Avenue North, expressed opposition to a tax increase due to pensions not keeping in track with budgetary increases. The tax increase will not only affect his primary residence, but his rental properties as well. He asked the Commission to consider that approval of this item is an imposition on him and his wife that he is not sure they or others can afford.

John Hubbard, 615 7th Avenue South, expressed opposition to any tax increases. Enough is enough.

Jeni Dodd, 3245 8th Avenue North, commented that she understands there are some things that are lacking and other things that need funding, but her household is middle class and they are struggling. Lower income citizens will have a hard time dealing with an increase. She also suggested the Commission take into consideration Maslow's hierarchy of needs.

There being no one further to address the Commission, Mayor Pro Tempore Bronson asked if the Commissioners had any other questions of staff. Hearing none, Mayor Pro Tempore Bronson asked Manager Doyon if he wished to submit any additional information.

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Manager Doyon encouraged citizens during the next budget year to be mindful of and participate at the budget work sessions. There is a lot of conversation that occurs at that level from him and department heads with the Commission about how items are prioritized in the budget.

Mayor Pro Tempore Bronson closed the public hearing and asked the will of the Commission.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10300 – Intent to Increase Property Tax.

Mayor Pro Tempore Bronson asked if there was any further discussion amongst the Commissioners.

Hearing none, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

20. RESOLUTION 10301 – ANNUAL BUDGET RESOLUTION.

Mayor Pro Tempore Bronson noted that Manager Doyon provided a combined presentation on Items 19 and 20. He asked if Manager Doyon or Finance Director Kinzler had anything more to add pertaining to Resolution 10301 – Annual Budget Resolution. Hearing none, Mayor Pro Tempore Bronson asked if the Commissioners had any questions of Manager Doyon or Director Kinzler.

Commissioner Moe commented that, while reviewing the labor contracts, she noticed that the health insurance increases are sizeable. She inquired if staff has looked around for something better.

Manager Doyon responded that the City had a self-funded insurance program with Blue Cross Blue Shield until it became apparent the City was not going to be able to sustain that program. The City then went to a health insurance pool with the Montana Municipal Interlocal Authority. Currently, it is a robust plan for employees. During labor negotiations in the past, when there was a premium increase the employee would pay 10% of the increase, not the premium. More recently it has been transitioned to more responsibility on the part of the user employee with a 90/10 split. There has been some double-digit insurance increases in the past couple of years because of the way the plan has been used by the employees. The rates are looked at annually by an actuarial, risk is determined, and a rate is assigned for the members.

Manager Doyon continued that, in recent years, the City has done a better job at getting certain municipal positions to a more competitive market rate for pay. The Commission could direct him to take a harder look at options pertaining to health care. That may mean a greater contribution from the employee or it may mean that the Commission wants him to look externally from MMIA in terms of proposals from other providers. Health insurance is the one issue that is probably the most sensitive during labor negotiations, and is the one element to the City's benefit package that makes people think about coming to work here and staying here as compared to other organizations the City may be competing against.

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Human Resources Director Gaye McInerney added that her department is continuing to do its due diligence as far as seeking other options. For consideration now is that the City is committed to MMIA for another year and the labor agreements are two year terms.

Commissioner Moe commented that personnel is a large chunk of the budget and the insurance portion of it continuing to increase in the double-digits is a concern.

Mayor Pro Tempore Bronson received confirmation that, if the Commission approved the budget as submitted, the Commission would still have the discretion at some point, based upon a like proposal from the County, to expend some of the unallocated funds in support of the census.

Speaking in support of Resolution 10301 was:

Shyla Patera, 1013 7th Avenue NW, commented that the budget sets the tone for the next fiscal year and beyond. She noted her submitted written correspondence about accessibility needs and deferred accessibility projects. She encouraged the Commission to come to some resolution regarding the Civic Center façade even though it will cost the taxpayers money. The building is the public's place and needs to remain accessible and in the best working order. She encouraged use of grant funds to continue accessibility efforts within the City.

Speaking in opposition to Resolution 10301 was:

John Hubbard, 615 7th Avenue South, expressed his opposition, and suggested putting it out to a vote of the people.

There being no one further to address the Commission, Mayor Pro Tempore Bronson asked if the Commissioners had any other questions of staff.

Mayor Pro Tempore Bronson asked staff to respond to Ms. Patera's comments.

Manager Doyon responded that the City has been focused on improving ADA sidewalk access with CDBG funds and continues to be supported in the budget. There are also Park Maintenance District projects that address ADA accessibility.

Public Works Director Jim Rearden added that there are other CDBG funds that are utilized every year to enhance ADA accessibility, and there is also an ADA Transition Plan that the disabled community has been involved in.

Mayor Pro Tempore Bronson asked if Manager Doyon or Director Kinzler had anything else to add.

Hearing none, Mayor Pro Tempore Bronson closed the public hearing and asked the will of the Commission.

Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10301 – Annual Budget Resolution.

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Mayor Pro Tempore Bronson asked if there was any further discussion amongst the Commissioners.

Commissioner Houck commented that adopting the budget is a long process that started many months ago with many presentations. She encouraged the public to review the budget materials available on the City's website, particularly what the departments requested but were not funded. She also pointed out that the City has no control over EPA requirements and Montana Legislature decisions that impact the City's budget. She recognized Shyla Patera for attending all of the budget work sessions and meetings and speaking in support of accessibility and capital improvement projects for our aging society. She further noted that the golf courses are not in this year's budget, and the City has invested in its Police and Fire Departments. She concluded that tax protests affect the budget and will not be decided until next February.

Commissioner Robinson commented that the budget process started in December, and that it is not a fun process. He complimented the City Manager and staff for keeping the ball rolling, making sure every department is heard, and making recommendations. Moving forward, he suggested that it may be time for employees to pay more for the cost of health insurance.

Commissioner Moe expressed appreciation for the very transparent and, although complex, easy to understand budget. This budget would be that much more difficult to manage had the City not raised the parking rates to accommodate the changes that need to be made to the infrastructure. The efforts pertaining to the golf courses is also a step forward. The decision about the Natatorium was difficult, but will be helpful long term in terms of the budget. The Commission is dealing with the realities of the world that we all live in and are trying to adjust and make a modest budget that they think is best for all involved.

Mayor Pro Tempore Bronson expressed appreciation to Manager Doyon for putting together a budget in line with the Commission's stated priorities. The Commission and staff are very mindful of the impact these decisions have. This system of budgets and taxation is essentially provided by state law. The City has very little input into the process. Municipalities are largely stuck relying on the property tax as a means of funding many operations. He suggested that it will take the legislature putting politics aside and looking at practical solutions like what has been done in resort communities in the state for cities and towns to overcome this burden and offer more opportunity and flexibility than what municipalities currently have.

There being no further discussion, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

21. **RESOLUTION 10294, VACATING 11TH STREET SOUTH BETWEEN BLOCK 468 AND 469; AND A NON-ADMINISTRATIVE PLAT TO AGGREGATE LOTS 1-14 OF BLOCK 468 AND LOTS 1-14 OF BLOCK 469, GREAT FALLS ORIGINAL TOWNSITE.**

Planning and Community Development Director Craig Raymond reported that, at its May 14, 2019 meeting, the Planning Advisory Board recommended that the City Commission approve the Amended Plat to aggregate the subject properties with the following conditions of approval:

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Conditions of Approval:

1. Amended Plat. Provide a revised plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff; and
2. Easements. The submitted plat shall contain all easements required by the City of Great Falls. The applicant shall provide all necessary information to the City to determine such easements prior to recording of the submitted plat.

The applicant, Great Falls Public Schools, has submitted an application for a petition to vacate 11th Street South between Block 468 and Block 469 of the Great Falls Original Townsite to aggregate all the District's properties within Block 468 and 469 to facilitate construction of the replacement Longfellow School building. The right-of-way vacation and lot aggregation are required by the City to ensure that the new school building does not encroach over the platted lot lines and ultimately complies with building setback requirements.

The original construction of Longfellow Elementary School was completed in 1950. The school building, which has just been demolished, was constructed on property that encompasses two city blocks. The City Commission did take previous action in 1948 to vacate 7th Alley South, but has never taken action to vacate 11th Street South. The resolution to vacate 11th Street South is required in order for the applicant to aggregate all parcels into a single lot for development. Since the applicant owns the parcels to the east and west of the right-of-way and the proposed school is to be constructed upon the existing right-of-way, the applicant has submitted a request for vacation. The Planning Advisory Board reviewed the aggregation request at its May 14, 2019 meeting. The City Commission did take action at its June 8, 2019 meeting to approve Resolution 10293 – a Resolution of Intention to vacate 11th Street right-of-way.

This development is one of the cornerstone projects being funded by the approximately \$100 million bond approved by Cascade County voters in 2017.

Because construction of the new school building is proposed to cross over many existing parcel boundaries and create a code compliance issue with City building setback requirements, staff directed the applicant to also submit a request to aggregate the 28 lots into a single development tract of 5.763 acres. This will include the previously vacated 7th Alley South right-of-way and the to-be-vacated 11th Street South right-of-way.

The aggregation is required to go through the amended plat process pursuant to Mont. Code Ann. § 76-3-207 (2) (a):

Within a platted subdivision filed with the county clerk and recorder, a division, redesign, or rearrangement of lots that results in an increase in the number of lots or that redesigns or rearranges six or more lots must be reviewed and approved by the governing body before an amended plat may be filed with the county clerk and recorder.

The amended plat has been reviewed by staff and complies with the requirements of the subdivision regulations. The newly created parcel will encompass the entirety of Blocks 468 and 469.

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The proposed lot aggregation request creates no fiscal impact for the City. The property is fully served by City utilities and street infrastructure. Since the former school site is simply being replaced by a new school building, impacts to City services will be similar.

Mayor Pro Tempore Bronson asked if the Commissioners had any questions of staff, applicant or the design team. Hearing none, Mayor Pro Tempore Bronson asked if members of the public wished to speak in support of or in opposition to Resolution 10294 and the Amended Plat. No one addressed the Commission.

Mayor Pro Tempore Bronson asked if the Commissioners had any questions or if staff had anything to add. Hearing none, Mayor Pro Tempore Bronson closed the public hearing and asked the will of the Commission.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10294.

Mayor Pro Tempore Bronson asked if there was any discussion amongst the Commissioners.

Commissioner Robinson commented that it is hard to believe the school was built in 1950 and the street wasn't closed at that time.

There being no further discussion, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission approve the amended plat aggregating the properties legally described as Lots 1-14, Block 468, and lots 1-14 Block 469, Great Falls Original Townsite, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.

Mayor Pro Tempore Bronson asked if there was any discussion amongst the Commissioners or additional public comment.

Hearing none, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

22. LABOR AGREEMENT BETWEEN CITY OF GREAT FALLS AND CITY OF GREAT FALLS PUBLIC EMPLOYEES CRAFTS COUNCIL.

Human Resources Director Gaye McInerney reported that staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the City of Great Falls

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Public Employees Crafts Council, which consists of 149 employees across four departments – Administration, Planning & Community Development, Park and Recreation, and Public Works.

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable articles throughout the agreement.

Changes from the previous Agreement include, but are not limited to:

Article 9: Hours of Work: Stand-by time was increased from four (4) to five (5) hours at regular hourly rate for every twenty-four (24) hours an employee is on Stand-by.

Article 13: Holidays: In the case of the Water Plant’s 24/7 operation, employees will be paid at one and one-half (1½) times the regular hourly rate plus holiday pay only if they work the actual holiday not the holiday designated by the City.

Article 19 – Medical Insurance: MMIA raised the health insurance premiums for the City of Great Falls by 10.6 percent. This resulted in a 10 percent increase to the employee premiums. The City still maintains the 90/10 percent cost sharing with the City paying 90 percent and the employee paying 10 percent of the health premiums.

Coverage	7/1/19			Incremental Increase Over 2018 Rates
	A	B	C	
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution	
Employee (EE)	\$783		\$ 54.60	\$ 4.96
EE & Child(ren)	\$783	\$ 432.23	\$135.03	\$ 12.30
EE & Spouse	\$783	\$ 596.70	\$153.30	\$ 90.65
EE & Family	\$783	\$1,127.12	\$212.24	\$125.42

Article 25.1: Meals: Meal reimbursements were increased from twelve dollars (\$12.00) to fifteen dollars (\$15.00) in cases of overtime shift work.

Schedule A: Reflects the negotiated wages with a 2.75 percent cost of living adjustment (COLA) for each year of the contract.

Schedule B: Section 1, Shift Differential. Differentials were increased from seventy-five cents (\$.75) to one dollar (\$1.00) per hour for evening shifts and from one dollar (\$1.00) to one dollar and twenty-five cents (\$1.25) per hour for midnight to morning shifts.

The financial impact of a 2.75 percent COLA increase for each year of the two-year contract is approximately \$371,387.

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The Crafts Council members voted to ratify the contract language in June 2019.

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission approve the labor agreement between the City of Great Falls and the City of Great Falls Public Employees Crafts Council.

Mayor Pro Tempore Bronson asked if there were any comments from the public or any discussion amongst the Commissioners.

Commissioner Moe referred to article 25.1 and inquired the rationale behind meal reimbursement during overtime versus other times.

Director McInerney clarified that meal reimbursement is only provided during overtime. The adjustment had not been looked at for a number of years. Based on inflation that dollar figure was increased.

Commissioner Houck noted that if the Commission doesn't approve the agreement, it will be sent back for renegotiation.

There being no further discussion, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

23. LABOR AGREEMENT BETWEEN CITY OF GREAT FALLS AND PLUMBERS AND PIPEFITTERS LOCAL NO. 41.

Human Resources Director Gaye McInerney reported that staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the Plumbers and Pipefitters Local No. 41, which consists of four employees across three departments – Park and Recreation, Planning and Community Development, and Public Works.

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable articles throughout the agreement.

Changes from the previous Agreement include, but are not limited to:

Article 3: Definitions: Added the definition of the workweek as Sunday 12:00 a.m. through Saturday 11:59 p.m.

Article 4: Union Security: Added item 4.7 addressing the Supreme Court's ruling on *Janus vs. AFCAME* stating if the ruling is appealed and overturned, all items under Article 4 are enforceable.

Article 10: Call Back: Added the following chart for clarification of Call Back rates of pay.

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DAY	TIME	MINIMUM COMPENSATION	PAY RATE
Monday through Friday	6:00 a.m. – 8:00 p.m. 4:30 p.m. - 11:00 p.m.	2 Hours	One and one-half (1½) times the regular rate of pay
Monday through Friday	11:01 p.m. – 5:59 a.m.	4 Hours	One and one-half (1½) times the regular rate of pay
Saturday through Sunday	6:00 a.m. – 4:30 p.m.	2 Hours	One and one-half (1½) times the regular rate of pay

Schedule A: Reflects the negotiated wages with a 2.75 percent cost of living adjustment (COLA) for each year of a two-year contract.

Schedule B: MMIA raised the health insurance premiums for the City of Great Falls by 10.6 percent. This resulted in a 10 percent increase to the employee premiums. The City still maintains the 90/10 percent cost sharing with the City paying 90 percent and the employee paying 10 percent of the health premiums.

	7/1/19			
	A	B	C	
Coverage	City Contribution added to base	Additional City Contribution not in base	Employee Contribution	Incremental Increase Over 2018 Rates
Employee (EE)	\$783		\$ 54.60	\$ 4.96
EE & Child(ren)	\$783	\$ 432.23	\$135.03	\$ 12.30
EE & Spouse	\$783	\$ 596.70	\$153.30	\$ 90.65
EE & Family	\$783	\$1,127.12	\$212.24	\$125.42

The financial impact of a 2.75 percent COLA increase for each year of the two-year contract is approximately \$14,100.

The Plumbers and Pipefitters Local No.41 members voted to ratify the contract language in June 2019.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission approve the labor agreement between the City of Great Falls and the Plumbers and Pipefitters Local No. 41.

Mayor Pro Tempore Bronson asked if there were any comments from the public or any discussion amongst the Commissioners.

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Hearing none, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

ORDINANCES/RESOLUTIONS

24. RESOLUTION 10298, A RESOLUTION REPEALING RESOLUTION 10237 TITLED “A RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO ALLOW A ‘TWO-FAMILY RESIDENCE’ LAND USE UPON THE PROPERTY LOCATED AT 3125 8TH AVENUE NORTH.”

Planning and Community Development Director Craig Raymond reported that, on June 5, 2018 the City Commission adopted Resolution 10237 which granted a Conditional Use Permit for the applicant, Tom Skovron, to construct a new duplex (also known as a “Residence, Two-family”) at the property addressed as 3125 8th Avenue North. Since that time, Mr. Skovron has not obtained permits to construct the duplex. In such situations, an approved Conditional Use Permit is subject to expiration. Specifically, the Official Code of the City of Great Falls, Title 17.16.36.100(A) states:

“Non-establishment. The conditional use permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion.”

In April of this year, staff contacted Mr. Skovron via phone and email to inform him that the Conditional Use Permit was nearing its one-year expiration deadline. Mr. Skovron was not aware that Conditional Use Permits have a one-year expiration provision, and indicated that he would commence work on the duplex project. Unfortunately, no permits have been filed, and staff recommends that City Commission move forward to repeal the Conditional Use Permit resolution.

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10298, a resolution repealing Resolution 10237 titled “A Resolution to Allow a ‘Two-Family Residence’ land use for property addressed as 3125 8th Avenue North and legally described as Lot 8, Block 104, Great Falls Twelfth Addition, Section 12, Township 20 North, Range 4 East, PMM, Cascade County, Montana.

Mayor Pro Tempore Bronson asked if there were any comments from the public or any discussion amongst the Commissioners.

Commissioner Moe commented that staff reported that the applicant didn’t take any positive action. She inquired if he took any action at all.

Director Raymond responded “no.”

There being no further discussion, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

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July 16, 2019

25. RESOLUTION 10310, A RESOLUTION CERTIFYING THE ABATEMENT OF A NUISANCE OF CERTAIN PROPERTY LOCATED AT 3026 9TH AVENUE NORTH COMPLETED.

Planning and Community Development Director Craig Raymond reported, beginning in March of 2017 and continuing through October of 2018, the Great Falls Planning and Community Development Department received multiple complaints about the condition of the property located at 3026 9th Avenue North.

The Department made all efforts to work with Mr. Calvin Osborn with letters and site visits in hopes that the Official Code of the City of Great Falls (OCCGF) deficiencies on the property would be cured.

Staff found that these conditions constituted a Nuisance in accordance with OCCGF Title 8, Chapter 49. A title report was examined by the Department on January 3, 2019. The report revealed that Calvin Osborn owned the property.

In response to City staff's finding, notice was provided to Mr. Osborn pursuant to OCCGF Title 8, Chapter 49, informing him he had ten (10) days to commence and thirty (30) days to complete abatement of the subject nuisance. Abatement was not commenced or completed within the designated time period.

The City Commission adopted Resolution 10285 on March 19, 2019, declaring the subject property a nuisance and authorizing City staff to force abatement, if necessary, to the satisfaction of the Planning and Community Development Director. Again, Mr. Calvin Osborn did not complete the abatement within the designated time period set forth in the resolution. The required abatement action was that the residential property be cleaned of rubbish.

Planning and Community Development staff and City Sanitation staff completed the cleanup on the subject property on May 1, 2019.

By adopting Resolution 10310, the Commission will certify the subject nuisance has been abated.

Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10310.

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

Motion carried 4-0.

26. ORDINANCE 3206, AN ORDINANCE TO REZONE A PORTION OF LOTS 4A AND 6-9 OF RIVERVIEW TRACTS ADDITION, AND TO AMEND ORDINANCE 3104 TO INCLUDE SAID PROPERTY WITHIN THE BOUNDARIES OF THE PUD.

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Planning and Community Development Director Craig Raymond reported that this item is a request to accept Ordinance 3206 on first reading and set a public hearing for August 6, 2019. At the conclusion of a public hearing held on June 11, 2019, the Zoning Commission recommended the City Commission approve the rezoning request from C-2 General Commercial to PUD Planned Unit Development with the following conditions:

Conditions of Approval:

1. General Code Compliance. The proposed project shall be developed consistent with the conditions in this report, and all Codes and Ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

2. Development Agreement. The applicant shall abide by the terms and conditions specified in the attached Revised Development Agreement for the Subject Properties. The revised Development Agreement must be signed by the applicant and recorded for the Subject Properties.

3. Amended Plat. Provide a revised Amended Plat of the subject properties, showing the proposed aggregation and boundary line adjustments, containing all easements required by the City of Great Falls. The revised Plat shall incorporate corrections of any errors or omissions noted by Staff.

4. Land Use & Zoning. The development standards and land uses for the subject properties shall be consistent with the Official Code of the City of Great Falls (OCCGF).

5. Subsequent modifications and additions. If after establishment of the zoning, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine, in writing, if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

The Margaret E. Heisler Trust is proposing to aggregate Lots 6-9 of the Riverview Tracts Addition, acquire and reconfigure adjacent property owned by Montana Refining Company, Inc., to eventually create a single lot that can be marketed for sale. Due to the number of lots that are proposed to be reconfigured, the local government is required to review the amended plat. Because the Heisler Trust property is zoned C-2, General Commercial, and the Montana Refining Company property is zoned PUD Planned Unit Development, the proposed acquisition of property through a boundary adjustment requires a change in zoning to make sure the zoning and property line boundaries match the new property configuration.

At the time Montana Refining Company, Inc. received PUD zoning for its property adjoining the Heisler Trust site, a development agreement requiring future improvements to the property was required. The terms of this past agreement will also carry forward to the newly configured property zoned PUD. To this end, City staff has revised the existing agreement for the PUD to accommodate the minor addition of land. The requirements of the original agreement, which must be implemented during future building construction, have not changed in any way with this revision.

The basis for decision on zoning map amendments, i.e. rezoning or zone changes, is listed in OCCGF § 17.16.29.050. The recommendation of the Zoning Commission and the decision of City

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Commission shall at a minimum consider the criteria which are set forth as Findings of Fact – Planned Unit Development.

Based on the proposal, seven parcels will be affected by the aggregation and boundary line adjustment. The existing amended plat and the draft proposed plat showing the reconfiguration have been attached for review. The proposed plat requires Planning Advisory Board and City Commission review due to Montana Code Annotated (MCA) § 76-3-207 (2) (a) which states:

Within a platted subdivision filed with the county clerk and recorder, a division, redesign, or rearrangement of lots that results in an increase in the number of lots or that redesigns or rearranges six or more lots must be reviewed and approved by the governing body before an amended plat may be filed with the county clerk and recorder.

Staff has prepared Findings of Fact based on the criteria for a subdivision. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the criteria which are set forth in the Findings of Fact/Basis of Decision – Subdivision.

The subject property is located in Neighborhood Council #3. Due to the simple nature of the rezone request being proposed, information was sent to Neighborhood Council #3 for comment. To date, one email was sent from a council member with several questions. Information has been sent to the individual to answer their questions.

Public infrastructure is existing surrounding the various parcels. At the time of development, the cost of any internal private streets, utilities, and stormwater management will be borne by the applicant.

Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission accept Ordinance 3206 on first reading and set a public hearing for August 6, 2019.

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

Motion carried 4-0.

CITY COMMISSION

27. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Pro Tempore Bronson and Commissioner Houck announced that, due to conflicts in their schedules, they may not be in attendance at the August 6th Commission meetings.

Commissioner Houck also reminded the public to check the City's website for Neighborhood Council public meeting notices.

JOURNAL OF COMMISSION PROCEEDINGS
July 16, 2019

28. COMMISSION INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Commissioner Robinson, to adjourn the regular meeting of July 16, 2019, at 9:20 p.m.**

Motion carried 4-0.

Mayor Pro Tempore Bill Bronson

City Clerk Lisa Kunz

Minutes Approved: August 6, 2019



ITEM: \$5,000 Report
 Invoices and Claims in Excess of \$5,000

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$5000:

ACCOUNTS PAYABLE CHECK RUNS FROM JULY 4, 2019 - JULY 24, 2019	4,784,111.97
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JUNE 28, 2019 - JULY 11, 2019	27,118.50
TOTAL: \$	4,811,230.47

GENERAL FUND

CITY COMMISSION

MONTANA LEAGUE OF CITIES AND TOWNS	2019-2020 MEMBERSHIP DUES	21,719.37
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OTHER ADMIN

CASCADE CITY COUNTY HEALTH DEPT	FIRST HALF ON ANNUAL CONTRIBUTION	125,000.00
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POLICE

PROFORCE LAW ENFORCEMENT STATE OF MONTANA	RIFLE SUPPRESSORS	10,142.00
	911 DISPATCH CJIN FEES JULY 2019- JUNE 2020 (SPLIT AMONG FUNDS)	2,238.64
ARMSCOR CARTRIDGE INC	AMMO	10,850.00

SPECIAL REVENUE FUND

911 SPECIAL REVENUE

CENTURYLINK	JULY 2019 CHARGES	5,848.09
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HIDTA SPECIAL REVENUE

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS STATE OF MONTANA	TRUNARC SOLUTION KIT	26,206.00
	911 DISPATCH CJIN FEES JULY 2019- JUNE 2020 (SPLIT AMONG FUNDS)	445.28

SPECIAL REVENUE FUND (CONTINUED)

STREET DISTRICT

UNITED MATERIALS OF GREAT FALLS	OF 1679.7 ENCINO DR/GRANDE VISTA 2 ST REPAIRS PHASE 1 (SPLIT AMONG FUNDS)	16,009.13
GREAT FALLS SAND AND GRAVEL INC	ASPHALT	131,619.34

SUPPORT & INNOVATION

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT	JUNE 2019 TAX DISTRIBUTION	23,595.52
GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT	JUNE 2019 TAX DISTRIBUTION	71,938.00

GAS TAX BARSAA

UNITED MATERIALS OF GREAT FALLS	OF 1679.7 ENCINO DR/GRANDE VISTA 2 ST REPAIRS PHASE 1 (SPLIT AMONG FUNDS)	179,329.96
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PARK MAINTENANCE DISTRICT

BOBCAT COMPANY	E32 R-SERIES BOBCAT COMPACT EXCAVATOR	39,227.00
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FEDERAL BLOCK GRANTS

NEIGHBORWORKS GREAT FALLS	DEVELOPMENT SUBSIDY 1509 AVE NW HOME FUNDS	49,000.00
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PERMITS

TYLER TECHNOLOGIES INC	PCD SOFTWARE CONTRACT	23,940.37
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CENTRAL MONTANA AG TECH PARK TID

TD&H ENGINEERING	OF 1658.1 CMATP PHASE 3 STORM DRAIN	9,150.00
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CAPITAL PROJECTS

HAZARD REMOVAL

ALR CONTRACTING LLC	2311 4TH AVE SW SIDING REPAIRS AND PAINTING	5,410.00
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ENTERPRISE FUNDS

WATER

THATCHER CO OF MONTANA	CHEMICALS	22,852.64
A + ELECTRIC MOTOR INC	RECONDITION LS 4	24,750.00
UNITED MATERIALS OF GREAT FALLS	OF 1465.2 LOWER SOUTH SIDE WMR PHASE III	45,131.34
FERGUSON ENTERPRISES INC	WATER METER SUPPLIES	21,934.44
KUSTOM CITY FIBERGLASS INC	CHEMICAL TANK COVER	23,425.00
LANDMARK STRUCTURES I, L.P.	OF 1625.2 GORE HILL TANK REPLACEMENT	67,914.00
TD&H ENGINEERING	OF 1494.6 PROF SERVICES WM CROSSINGS MISSOURI & SUN	30,920.33

ENTERPRISE FUNDS (CONTINUED)

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	247,722.79
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
VEOLIA WATER NORTH AMERICA	LABORATORY EQUIPMENT MAINTENANCE AND REPLACEMENT	16,375.50
VEOLIA WATER NORTH AMERICA	PROCESS WATER AFD REPAIR	8,136.90
LINKO TECHNOLOGY	ANNUAL SOFTWARE MAINTENANCE AND SUPPORT PLAN	6,255.00

STORM DRAIN

CENTRAL EXCAVATION	OF 1462.5 18TH ST SO STORM DRAIN IMPR	299,550.04
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911 DISPATCH CENTER

KENCO SECURITY AND TECHNOLOGY	DISPATCH CAMERA MONITOR SYSTEM	7,466.59
STATE OF MONTANA	911 DISPATCH CJIN FEES JULY 2019-JUNE 2020 (SPLIT AMONG FUNDS)	18,127.38

PARKING

STANDARD PARKING CORPORATION	CONTRACT SERVICES FOR OPERATING DOWNTOWN PARKING PROGRAM FOR MAY 2019	32,470.09
STANDARD PARKING CORPORATION	CONTRACT SERVICES FOR OPERATING DOWNTOWN PARKING PROGRAM FOR JUNE 2019	29,808.90

INTERNAL SERVICES FUND

HEALTH & BENEFITS

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	EMPLOYEE HEALTH INSURANCE PREMIUM FOR JULY 2019	847,974.25
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	EMPLOYEE HEALTH INSURANCE PREMIUM FOR AUGUST 2019	836,981.65

FISCAL SERVICES

DATAPROSE LLC	POSTAGE & STATEMENT PRINTING FOR JUNE 2019	10,016.03
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INFORMATION TECHNOLOGY

VERMONT SYSTEMS INC	ANNUAL RECTRAC MAINTENANCE	10,236.00
SHI INTERNATIONAL CORP	SERVICE AND MAINTENANCE AGREEMENT FOR ANTI VIRUS SOFTWARE	6,530.80

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	52,285.15
TRACTOR & EQUIPMENT CO	REPAIR CAT ROLLER PARTS FROM FIRE	10,664.88

TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	22,108.20
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	51,219.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	9,949.15
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	55,021.91
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	66,831.67
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	132,239.86
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	12,018.77
US BANK	FEDERAL TAXES, FICA & MEDICARE	220,225.88
AFLAC	EMPLOYEE CONTRIBUTIONS	9,762.73
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	5,503.00
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	15,752.88
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	2ND QTR WORKMAN'S COMPENSATION	243,109.92

UTILITY BILLS

ENERGY WEST RESOURCES INC	JUNE 2019 MONTHLY CHARGES	11,373.55
ENERGY KEEPERS INC	ELECTRICITY CHARGES FOR JUNE 2019	63,150.75
HIGH PLAINS LANDFILL	JUNE 2019 CHARGES	95,324.81

CLAIMS OVER \$5000 TOTAL:\$ 4,455,290.48

CITY OF GREAT FALLS, MONTANA

AGENDA: 8

COMMUNICATION TO THE CITY COMMISSION

DATE: August 6, 2019

ITEM: CONTRACTS LIST
Itemizing contracts not otherwise approved or ratified by City Commission Action
(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	Public Works/ Engineering	Town Pump of Great Falls, Inc.	Perpetual	\$1	Easement Agreement for the protection of the Right-of-Way in the alley between Lot 001 and Lot 014 of the Fairview Addition, Sec 18, T20N, R04E, Block 006, Cascade County, Montana OF 1732.5
B	Planning and Community Development	Alluvion Health	08/05/2019	\$100 (20 spaces @ \$5/space	Ratification of Use Agreement for City Parking Lot #4, 600 1 st Avenue North, for the Health Center Week community appreciation gathering

C	Planning and Community Development	Tyler Technologies	08/01/2019	\$5,508/yr	Amendment to Software as a Service (SAAS) Agreement to add additional users (CR 021919.10)
D	Planning and Community Development	CTA Environmental	07/11/2019	\$1,790	Ratification of Work Order No. GF19041-R1 for an assessment and report on mold and asbestos within the Municipal Court areas in the basement of the Civic Center
E	Planning and Community Development	Liberty Electric, Inc.	07/22/2019-08/01/2020	\$6,466.53	Ratification of Agreement for lighting repairs for the South parking garage, 315 1 st Avenue South (CR 021919.12) OF 1642.2
F	Police Department	Great Falls Public School District	09/01/2019-08/31/2020	\$68.84 per hour	2019-2020 After Hour School Activity Security Agreement to provide Police Officers to perform law enforcement and security activities for extracurricular and after hours school sponsored or related activities approved and scheduled by the school administration
G	Police Department	Department of Veterans Affairs	08/06/2019-as needed	NA	Memorandum of Agreement (MOA) to provide law enforcement assistance for the Department of Veterans Affairs/Great Falls VA Clinic
H	Police Department	A.T. Klemens	08/06/2019-12/30/2019	\$6,930	Agreement for installation of a replacement, forced air, natural gas, higher efficiency furnace and air conditioner to replace rooftop units #7 of 8 at the Great

					Falls Police Department, 112 1 st Street South
I	Park and Recreation	Lost in Montana Wood Floors LLC	08/06/2019-08/30/2019	\$3,876.60	Agreement for light sanding of gym with two bona HD gym finish coats at the Community Recreation Center, 801 2 nd Avenue North
J	Public Works/Engineering	NorthWestern Energy	08/06/2019	\$25,320	Customer Agreement Notification #340119546 to install, operate, and maintain facilities described in Quote 25087130 to serve customer at TBD Meriweather Crossing Water OF 1494.2
K	Public Works/Engineering	Kembel, Kosena & Company	08/06/2019-12/31/2019	\$3,500	Professional Services Agreement for an Appraisal Report for property located at the NEC of River Road and 10 th Street North, Great Falls, Cascade County, Montana
L	Planning and Community Development	Park and Recreation Department	07/01/2019-06/30/2020	\$91,000	2018/2019 Community Development Block Grant Agreement to provide additional funding above and beyond the originally budgeted amount and unforeseen construction change overages including: hazmat testing, wall finish changes, plumbing changes, miscellaneous renovation framing and wall changes, and ADA compliance related adaptations. (Project: Americans with Disabilities (ADA) compliant accessibility from the Electric City Water

					Park parking area into the facility; renovate toilet and shower areas to meet ADA accessibility and for renovation of the Electric City Water Park Bath house) Grantee City ID #CD721905 & Federal Entity ID #B-18-MC-30-002 (CR 060518.16; 060419.13E; 021919.11 OF 1740.1)
M	Planning and Community Development	Public Works Department	07/04/2019-06/30/2020	\$75,590	2018/2019 Community Development Block Grant Agreement to provide funding for unforeseen construction changes that occurred during the bidding process in association with a previously awarded contract (Project: Americans with Disabilities (ADA) compliant route of travel through a Low/Moderate Income (LMI) neighborhood to connect citizens to each other larger arteriole routes for travel to various arteriole routes for travel to various public and private amenities) Grantee City ID #CD721906 & Federal Entity ID #B-18-MC-30-002 (CR 060518.16; 060419.13E; 070219.8 OF 1715.4)
N	Public Works/ Engineering	Stantec Consulting Services, Inc.	08/06/2019-12/31/2021	\$42,806	Professional Services Agreement to prepare a scope and fee estimate to provide design, engineering and documents to support electrical repair and upgrades to the electrical distribution system at the Wastewater Treatment Plant (WWTP) OF 1633.7

O	Public Works/ Engineering	NCI Engineering Co	08/06/2019- 04/31/2021	\$15,000	Amendment No. 1 to Professional Services Agreement to modify term of agreement, Scope of Work, and payment to rehabilitate Sewer Lift Station #9 at 5100 1 st Avenue South, north of Sunrise Courts (CR 020618.9I) OF 1722.1



Item: Montana Land Information Act (MLIA) Grant and Montana State Library Agreement.

From: City / County Communication Center

Initiated By: Chief Dave Bowen

Presented By: Chief Dave Bowen

Action Requested: Accept the terms of the Grant and authorize the City Manager to sign the agreement.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the acceptance of the Montana Land Information Act (MLIA) grant funds in the amount of \$13,375, and (approve/not approve) the Montana State Library Agreement.”

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

Staff Recommendation: Staff recommends that the City Commission accept the terms of the agreement and authorize the City Manager to sign the agreement.

Background: The City of Great Falls and Cascade County have partnered and are working towards taking the necessary steps towards preparing their data for Next Generation 9-1-1 (NG9-1-1). The City and County will update the respective GIS datasets to be compliant with NG9-1-1 standards and improve the accuracy. The final datasets will adhere to the state of Montana’s adopted NG9-1-1 GIS Standards: National Emergency Number Association (NENA).

Fiscal Impact: The City would receive \$13,375 in grant funds. An additional \$3,000 in matching funds will be shared by the City and Cascade County.

Alternatives: The Commission could choose to not accept the grant funds but by doing this; the City and County would not have the funding to take steps towards preparing their data for Next Generation 9-1-1 (NG9-1-1) and the NENA standards.

Concurrences: Cascade County is in support of this agreement.

Attachments/Exhibits:

Montana Land Information Act MLIA Grant

Statement of Work

Preparing Great Falls-Cascade County for NG 9-1-1

State Fiscal Year 2020
Montana Land Information Act (MLIA) Grant
MLIA_2020_10

An Agreement Between:
City of Great Falls
and
The Montana State Library

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Statement of Work

SECTION 1. PROJECT TITLE AND SUMMARY

Preparing Great Falls-Cascade County for NG 9-1-1

This Statement of Work (SOW) is made and entered into by and between the Montana State Library (Agency) and the City of Great Falls (Contractor).

APPROVED MONTANA LAND INFORMATION ACT GRANT FUNDS:

\$13,375 awarded to the City of Great Falls.

PROJECT SUMMARY:

The City of Great Falls and Cascade County have partnered and are working towards taking the necessary steps towards preparing their data for Next Generation 9-1-1 (NG9-1-1). The City and County will update the respective GIS datasets to be compliant with NG9-1-1 standards and improve the accuracy. The final datasets will adhere to the state of Montana's adopted NG9-1-1 GIS Standards: National Emergency Number Association (NENA).

SECTION 2. PROJECT MANAGEMENT, ROLES, AND RESPONSIBILITIES

- A. The Agency and the Agency's Project Manager shall only communicate about the Project with the defined Contractor Project Manager(s). Any subcontractors or other parties employed by the Contractor to perform work on the Project may not report to or otherwise correspond directly with the Agency.
- B. The Agency will provide written notice of a change in the defined Project Manager.
- C. Changes to the Contractor's defined Project Manager(s) must be acknowledged by the Agency. Official written notice by Contractor requesting change must be submitted to the Agency prior to change.
- D. The Contractor's defined Project Manager(s) are responsible for submitting quarterly progress reports, financial reports, invoices, final reports, final deliverables, overall communication, change requests, and contract management.
- E. Written notices, requests, or complaints must first be directed to the Project Manager. Notice may be provided by personal service, email, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgment of the notice is required of both parties.

2.1 AGENCY'S DEFINED PROJECT MANAGER

Name:	Erin Fashoway
Title:	State GIS Coordinator
Address:	1515 E. Sixth Avenue Helena, MT, 59620-1800
Phone:	406-444-9013
Email:	efashoway@mt.gov

2.2 CONTRACTOR’S DEFINED PROJECT MANAGERS

Primary Project Manager is:		Secondary Project Manager is:
Name:	Karen Young	Jeff Hedstrom
Organization:	City of Great Falls	City of Great Falls
Address:	P.O. Box 5021	P.O. Box 5021
City:	Great Falls	Great Falls
State & Zip:	MT, 59403	MT, 59403
Phone:	406-455-8555	406-455-8437
Email:	kyoung@greatfallsmt.net	jhedstrom@greatfallsmt.net

SECTION 3. AUTHORITY

This Statement of Work is issued under authority of Title 90, Chapter 1, Part 4, Montana Code Annotated, and the Administrative Rules of Montana, Title 10, Chapter 102, Subchapter 91.

SECTION 4. SCOPE OF WORK – GOALS, OBJECTIVES, AND TASKS

A. The Contractor will complete the following project goals, objectives, and tasks:

Goal 1: Transition the existing E-911 data into the NG9-1-1 Framework.

The current E-911 GIS datasets for the City of Great Falls and Cascade County were developed between 1998 and 1999. There is no official record of data synchronization ever happening or any accuracy assessments performed comparing the three datasets (until the DDTI accuracy assessment that was funded by the Montana State Library in 2018). The ultimate goal is to create complete synchronization and achieve 97% or above accuracy between the three databases.

Objective 1.1 – Establish and build an NG9-1-1 framework.

Task 1.1: The City and County GIS Supports will work with the State theme stewards, NENA standards and Zuercher Technologies to establish the proper filed names, field types, etc. recommended for the new NG9-1-1 model.

Objective 1.2 – Transition the existing GIS data into the NG9-1-1 framework.

Task 1.2: The City and County GIS Supports will migrate the existing GIS data (structure/address points, road centerlines and emergency services boundaries, etc.) into the new NG9-1-1 data model. Using the functions within the GIS, the majority of the data will migrate straight over into the new model. Staff anticipates some data conversion will need to be performed. Any blank or new field types will be addressed in Objective 1.3.

Objective 1.3 – Conduct an audit of the migrated GIS datasets.

Task 1.3: Eliminate any duplications or omissions from the data as it relates to the new framework.

Task 1.4: Populate any missing information from fields being added that were not in the old E-911 datasets.

Goal 2: Review and reconcile the existing MSAG data and ALI against the GIS data

Once Goal #1 is complete, City and County GIS staff will work with the consultant. The intended timeline is for grant funds to be used for the City and County over a three-year period to conform to NENA/NG9-1-1 standards, conduct synchronizations, and build a self-sustainable model for performing annual assessments of the NG9-1-1 data in-house going forward.

Objective 2.1 – Initiate the RFI process and solicit a few different geospatial & GIS consultant services.

Objective 2.2 – Select a consultant service and sign a contract agreement.

Objective 2.3 – Hold an on-site coordination meeting between the partners (City, County, and consultant).

Objective 2.4 – Synchronize the GIS data, MSAG, and ALI datasets.

Task 2.1: Coordinate with the consultant as the synchronization is progressing.

Task 2.2: Assist the consultant, when needed, as efforts to synchronize the GIS data are made using addressing/geocoding tools.

Task 2.3: To improve the accuracy of the databases, the consultant will coordinate with the MSAG Administrator (Karen Young) and the ALI Administrator (Century Link) to correct any errors/omissions.

Task 2.4: City and County GIS staff will coordinate to resolve, correct, and eliminate errors.

Objective 2.5 – Generate a report that highlights major discrepancies between the datasets

Task 2.5: A report will be used to suggest future addressing projects for the Addressing Coordinators. The City and County are aware of several impending addresses, but this report will highlight the not-so-obvious addressing misalignments. Some of these discrepancies can be resolved in Objective 2.6.

Objective 2.6 – Conduct field audits and verifications of the major discrepancies highlighted in Objective 2.5.

Task 2.6: Field verification is an important factor in addressing and potential address realignment. This process gives the Addressing Coordinator a chance to scope out the region, identify any missing structures, and help identify misaligned addresses.

Goal 3: Distribute the GIS data to benefit more users (both public and private), via an online platform.

Objective 3.1 – Develop and continually update ArcGIS Online or other online data stores as a platform to distribute the data to benefit more users.

Objective 3.2 – Submit an interim digital dataset, to the Agency, of structures/address points and road centerlines at the conclusion of Year 1 for integration into the Structures and Transportation MSDI Framework Themes.

B. Project Closeout

- a. Submit Final Deliverables:
 - i. Register metadata with the Montana GIS Data List: <http://msl.mt.gov/gisdatalist>.
 - ii. Submit all data via the State File Transfer Service.
 - iii. Submit Final Report.
- b. Agency Review of Final Deliverables:
 - i. Agency reviews final project deliverables.

- ii. Agency notifies Contractor of approval or need for revisions/missing information.
- c. Submit Final Invoice
 - i. After Agency approval of final project deliverables, submit final invoice.

SECTION 5. DATA REQUIREMENTS AND STANDARDS

All deliverables created or modified under this SOW must meet the following expectations prior to closing out this SOW:

- A. Must be made publicly available and submitted to Agency.
- B. Must meet state-adopted accuracy standards/best practices, as follows:
 - 1. Coordinate System Requirements*: NAD 1983 (2011) State Plane Montana (meters).
 - 2. NG9-1-1 Standard for site/structure address points, road centerlines, emergency service boundaries: NENA Standard for NG9-1-1 GIS Data Model (NENA-STA-006.1-2018),
 - 3. Boundaries should be created/edited to align with existing MSDI data layers, where possible: PLSS, Cadastral, Administrative Boundaries,
 - 4. Collected Mapping Control must be submitted as follows:
 - a. Using the adopted MCPD Data Submission Spreadsheet,
 - b. Coordinate System requirements:
 - i. Coordinate System: NAD 1983 (2011) State Plane Montana (meters),
 - ii. Vertical Coordinate System: NAVD 1988,
 - 5. To promote interoperability and standardization with data collected with MLIA Grant funds:
 - a. Use the Esri Local Government Information Model (LGIM) when collecting non-MSDI and non-NG 9-1-1 data,
 - 6. Must be registered with the Montana GIS Data List, unless it is incorporated into an existing registered dataset (i.e. MSDI layer), and have associated metadata records that comply with adopted standards:
 - a. <http://msl.mt.gov/gisdatalist>. If data is modified under this SOW, and already registered in the Data List, the Data List metadata record shall be modified appropriately.

SECTION 6. TIMELINE AND PERIOD OF PERFORMANCE

- A. This statement of work is for one year, conforming to state fiscal year 2020. The period of performance for this project will start on the date this SOW is fully executed by both the Contractor and the Agency or on July 1, 2019, whichever is later, and the work tasks, including all tasks associated with project closeout, are estimated to continue through June 30, 2020.
- B. The Contractor shall have until October 1, 2019, to execute this SOW and commence work on the Project. If this SOW is not fully executed by October 1, 2019, then, at the Agency's discretion, all awarded grant funds may be forfeited.
- C. Extensions to this period of performance will not be granted, unless the Contractor can prove legitimate circumstances encountered beyond the Contractor's control. Requests for extensions to the period of performance must be submitted to the Agency in writing by May 15, 2020 and are subject to approval by the Agency.
- D. In addition to the approved timeline in Section 6.1, the Contractor shall submit the final report and all deliverables and register all data created under this grant in the Montana Data List by June 19, 2020, which shall be subject to approval by the Agency. The Agency will work with the Contractor to resolve and correct any submitted reports, deliverables, or data that do not meet the standards and requirements set forth in this SOW.

6.1 APPROVED TIMELINE

The following timeline applies to this SOW:

Goal/Obj	Task	Jul-19	Aug	Sept	Oct	Nov	Dec	Jan-20	Feb	Mar	Apr	May	June
Goal 1: Transition the existing E-911 data into the NG9-1-1 framework.													
Objective 1.1	Establish and build a NG9-1-1 framework												
Objective 1.2	Transition the existing GIS data into the NG9-1-1 framework												
Objective 1.3	Conduct an audit of the migrated GIS datasets												
Goal 2: Review and reconcile the existing MSAG data and ALI against the GIS data													
Objective 2.1	Initiate the RFI process and solicit a few different geospatial & GIS consultant services.												
Objective 2.2	Select a consultant service, and sign a contract agreement.												
Objective 2.3	Hold an o-site coordination meeting with the partners.												
Objective 2.4	Synchronize the GIS data, MSAG and ALI datasets.												
Objective 2.5	Generate a report that highlights major discrepancies between the datasets.												
Objective 2.6	Conduct field audits and verifications of the major discrepancies highlighted in Objective 2.4.												
Goal 3: Distribute the GIS data to benefit more users (both public and private), via an online platform.													
Objective 3.1	Develop and continually update ArcGIS Online or other online data stores												
Objective 3.2	Submit digital datasets to MSDI Theme Stewards												

SECTION 7. REPORTING

The Contractor shall submit three quarterly progress reports to the Agency's Project Manager due by October 10, 2019, January 10, 2020, and April 10, 2020, and a final report due by June 19, 2020. The reports shall be submitted to the Agency's Project Manager on official Contractor letterhead. The reports shall meet the requirements provided by the Agency, including but not limited the project schedule, status of approved tasks, financial report, and/or budget and any problems encountered. If the project is completed early and the final reports are approved, deliverables are approved, and all data created under this grant is registered within the Montana Data List, all remaining quarterly reports will be waived.

SECTION 8. BUDGET AND REIMBURSEMENT

8.1 APPROVED BUDGET

The following budget tables apply to this SOW:

MLIA GRANT BUDGET SUMMARY							
Category	MLIA Funds	Grantee Summary			Grantee Partner Summary		Total
		Grantee Cash	Grantee In-kind	Grantee Subtotal	Partner 1. Cascade County Cash	Partner Subtotal	
a. Personnel			\$ 3,820	\$ 3,820		\$ -	\$ 3,820
a. 1. Fringe Benefits				\$ -		\$ -	\$ -
b. Travel	\$ 550			\$ -		\$ -	\$ 550
c. Equipment				\$ -		\$ -	\$ -
d. Supplies			\$ 50	\$ 50		\$ -	\$ 50
e. Contractual	\$ 12,825	\$ 1,500		\$ 1,500	\$ 1,500	\$ 1,500	\$ 15,825
f. Other				\$ -		\$ -	\$ -
Total	\$ 13,375	\$ 1,500	\$ 3,870	\$ 5,370	\$ 1,500	\$ 1,500	\$ 20,245

Work Schedule and Budget Table	Work to be performed by:	Number of hours, miles, units, etc. (as applicable)	Personnel cost (include fringe benefits) per task:	Travel Cost	Equipment Cost	Supplies & Materials Cost	Contractual Cost	Other Costs	Total cost for this task:	MLIA share of cost:	Applicant share of cost -- In-Kind:	Applicant share of cost - Cash:	Cascade County share of cost - Cash:
Goal #1 - E-911 data transition to NG9-1-1													
Task 1.1 Build the NG9-1-1 framework.	Jeff Hedstrom/ Tom Mital	6	\$ 205.62						\$ 205.62		\$ 205.62		
Task 1.2 Transition existing data to new model	Jeff Hedstrom/ Tom Mital	16	\$ 548.32						\$ 548.32		\$ 548.32		
Task 1.3 Conduct audit on migrated data	Jeff, Tom & Karen	20	\$ 705.40						\$ 705.40		\$ 705.40		
Goal #2 - Review/reconcile and synchronize the MSAG, ALI & GIS datasets													
Task 2.1 - Initiate RPI process	Jeff Hedstrom & Karen Young	20	\$ 460.40						\$ 460.40		\$ 460.40		
Task 2.2 - Select a consultant service	Jeff Hedstrom & Karen Young	4	\$ 147.08						\$ 147.08		\$ 147.08		
Task 2.3 - On-site coordination meeting with the partners & consultant	Jeff, Tom, Karen & Consultant	32	\$ 862.48	\$ 550.00		\$ 50.00	\$ 600.00		\$ 2,062.48	\$ 944.00	\$ 912.48	\$ 103.00	\$ 103.00
Task 2.4 - Synchronize the GIS data, MSAG and ALI datasets	Jeff, Tom, Karen & Consultant	200				\$ 15,000.00			\$ 15,000.00	\$ 12,246.00		\$ 1,377.00	\$ 1,377.00
Task 2.5 - Generate Report with major discrepancies	Consultant	3				\$ 225.00			\$ 225.00	\$ 185.00		\$ 20.00	\$ 20.00
Task 2.6 - Conduct field verifications	Jeff Hedstrom/ Tom Mital	16	\$ 548.32						\$ 548.32		\$ 548.32		
Goal #3 - Distribute the GIS data to benefit more users (both private and public), via an online platform.													
Task 3.1 - Develop and update ArcGIS Online or other online data storages	Jeff Hedstrom/ Tom Mital	8	\$ 274.16						\$ 274.16		\$ 274.16		
Task 3.2 - Submit digital data	Jeff Hedstrom/ Tom Mital	2	\$ 68.54						\$ 68.54		\$ 68.54		
Totals:			\$ 3,820.32	\$ 550.00	\$ -	\$ 50.00	\$ 15,825.00	\$ -	Total project cost:	Total MLIA Share:	Total Applicant In-Kind:	Total Applicant Cash:	Total Funding Partner Share:
									\$20,245.32	\$ 13,375	\$ 3,870	\$ 1,500	\$ 1,500

8.2 REIMBURSEMENT OF GRANT FUNDS

- A. The total amount of MLIA funding for this Project shall not exceed \$13,375. Grant funds are only distributed to reimburse approved project costs. The Contractor may request reimbursement for approved project costs by submitting one invoice per month to the Agency's Project Manager. All invoices must be approved by the Agency prior to payment.
- B. Until final approval of the project's completion, the Contractor may request up to 80% of the total awarded grant funds, \$10,700. The final 20% of the awarded grant funds, \$2,675, will be withheld until approval of the project's completion.
- C. The Contractor must submit all invoices on official City of Great Falls forms with supporting documentation for each expense incurred. Contractor must meet any additional requirements documenting expenses prescribed by the Agency.
- D. The Agency will not reimburse the Contractor for any costs incurred prior to the final execution of this agreement under Section 30 or July 1, 2019, whichever is later, nor for any expenses not included in the approved budget or not clearly and accurately supported by the Contractor's records.
- E. The Contractor's final request for reimbursement must be submitted to the Agency no later than June 19, 2020.
- F. If the Agency determines that the Contractor has failed to satisfactorily carry out its responsibilities under this SOW, the Agency may withhold payment to the Contractor until both parties agree on a plan to remedy the deficiency.
- G. As further set forth in Section 10 - Acceptance of State Requirements and Section 21 - Termination of Contract, if the Contractor fails to or is unable to comply with any of the terms and conditions of this SOW, unless otherwise approved by the agency, any costs incurred by the Contractor, and not yet reimbursed by the Agency, will be the Contractor's sole responsibility.

8.3 ADDITIONAL FINANCIAL REPORTING REQUIREMENTS

- A. Each quarterly progress report submitted by the Contractor will include a quarterly financial report. Deviations from the approved budget will be explained in the quarterly progress report. All reported budget deviations must be approved by the Agency prior to the grant funds being disbursed. Upon approval of the

most recent quarterly report and quarterly financial report, the Contractor may continue to submit invoices to the Agency.

- B. The Contractor shall expend the pledged matching funds consistent with the purposes expressed in the application during the period of the Project and shall include documentation of matching funds expenditures in its quarterly financial report and final report.

SECTION 9. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Contractor, or any of its contractors or subcontractors, in furtherance of this SOW are the property of the Contractor and the Agency, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this SOW may be copyrighted or patented in the United States or in any other country without the prior written approval of the Agency and the Contractor.

SECTION 10. ACCEPTANCE OF STATE REQUIREMENTS

- A. The Contractor will comply with all applicable requirements and administrative directives established by the Agency and all other applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, or resolutions.
- B. The Contractor agrees that all subcontracts entered into for the completion of activities described in Section 4 - Scope of Work will contain special provisions requiring such subcontractors to also comply with all applicable local, state, and federal requirements.

SECTION 11. PROJECT MEETINGS

- A. During the term of this SOW, the Agency may, at its discretion, plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the Agency in the performance of their respective obligations. These progress meetings may include the parties' project managers and any other additional personnel involved in the performance of the SOW as required. At each such meeting, the Contractor may be requested to provide the Agency with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. The Contractor may be requested to identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- B. The Contractor is required to meet with the Agency's project manager to resolve technical or contractual problems that may occur during the term of the SOW, at no additional cost to the Agency. Meetings will occur as problems arise and will be coordinated by the Agency. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this SOW.

SECTION 12. PROJECT MONITORING

- A. The Agency or any of its authorized agents may monitor and inspect all phases and aspects of the Contractor's performance to determine compliance with this SOW, the proper use of MLIA grant funds, and other technical and administrative requirements of this agreement, including the adequacy of the Contractor's records and accounts. The Agency will advise the Contractor of any specific areas of concern and provide the Contractor opportunity to propose corrective actions acceptable to the Agency.

- B. Failure by the Contractor to proceed with reasonable promptness to take necessary corrective actions shall be a default. If the Contractor's corrective actions remain unacceptable, the Agency may terminate this agreement in whole or in part.

SECTION 13. PROJECT CLOSE OUT

The project will be considered complete when the final report has been approved by the Agency, deliverables have been approved by the Agency, all data created under this grant has been registered in the Montana Data List, and all data created under this grant has been made publicly available. Upon completion of the project the Contractor may submit the final request for reimbursement, pursuant to Section 8.

SECTION 14. ACCESS AND RETENTION OF RECORDS

- A. The Contractor shall provide the Agency, or its authorized agents access to any records necessary to determine compliance with this SOW. The Agency may terminate this SOW under Section 21 - Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)
- B. The Contractor shall create and retain all records pertaining to this Project for a period of three years after either the completion date of this SOW or termination of this SOW.

SECTION 15. HOLD HARMLESS/INDEMINIFICATION

The Contractor agrees to protect, defend, and save Agency, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of Agency, under this SOW.

SECTION 16. COMPLIANCE WITH LAWS

The Contractor shall, in performance of work under this SOW, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees, and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subject's subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this SOW will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this SOW.

SECTION 17. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will comply with all applicable laws regarding the avoidance of conflict of interest. In addition, the Contractor agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this SOW.

SECTION 18. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- A. The Contractor must maintain for the purposes of this SOW an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- B. The Agency or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this SOW, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of the monies, and delivery of services provided through this SOW.

SECTION 19. DISABILITY ACCOMODATIONS

The Agency does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to the Agency. Interested parties should provide as much advance notice as possible.

SECTION 20. CONTRACT AMENDMENT

Except as otherwise set forth herein, this SOW may not be enlarged, modified, or altered except upon written agreement by all parties to the SOW.

SECTION 21. TERMINATION

- A. The Agency may terminate this SOW in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this SOW after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- B. The Contractor may terminate this SOW for Agency's failure to perform any of its duties under this SOW after giving Agency written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- C. Reduction in Funding. Agency must by law terminate this Contract if funds are not appropriated or otherwise made available to support Agency's continuation of performance of this Contract in a subsequent fiscal period. (Mont. Code Ann. § 18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, Agency shall terminate this Contract as required by law. Agency shall provide Contractor the date Agency's termination shall take effect. Agency shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated

above, Agency shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date Agency's termination takes effect. This is Contractor's sole remedy. Agency shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 22. EVENT OF BREACH - REMEDIES

- A. Event of Breach by Contractor - Any one or more of the following Contractor acts or omissions constitute an event of material breach under this SOW:
 - 1. Project deliverables fail to conform to any requirement;
 - 2. Failure to submit any report required by this SOW;
 - 3. Failure to perform any of the other terms and conditions of this SOW, including but not limited to beginning work under this SOW without prior Agency approval; or
 - 4. Voluntary or involuntary bankruptcy or receivership.
- B. Event of Breach by Agency - Agency's failure to perform any material terms or conditions of this SOW constitutes an event of breach.
- C. Actions in Event of Breach
 - 1. Upon Contractor's material breach, Agency may:
 - a. Terminate this SOW under Section 21 - Termination and pursue any of its remedies under this SOW, at law, or in equity; or
 - b. Treat this SOW as materially breached and pursue any of its remedies under this SOW, at law, or in equity.
 - 2. Upon Agency's material breach, Contractor may:
 - a. Terminate this SOW under Section 21 - Termination, and pursue any of its remedies under this SOW, at law, or in equity; or
 - b. Treat this SOW as materially breached and, except as the remedy is limited in this SOW, pursue any of its remedies under this SOW, at law, or in equity.

SECTION 23. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

SECTION 24. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this SOW, unless the parties mutually agree that the obligation is excused because of the condition.

SECTION 25. AUTHORITY

This SOW is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 26. CHOICE OF LAW AND VENUE

Montana law governs this SOW. The parties agree that any litigation concerning this SOW must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

SECTION 27. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of this SOW is illegal, and void shall not affect the legality and enforceability of any other provision of the SOW, unless the provisions are mutually and materially dependent.

SECTION 28. WAIVER

Agency's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

SECTION 29. ENTIRE AGREEMENT

These documents constitute the entire agreement between the parties. They supersede any prior written, electronic, or oral agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all parties to this SOW.

SECTION 30. EXECUTION/SIGNATURE BLOCK

In Witness Whereof, the parties hereto, having read this MLIA_2020_10 in its entirety, do agree thereto in each and every particular.

Approved

Approved

Montana State Library

City of Great Falls

Signature

Signature

Jennie Stapp

Print or Type Name

Print or Type Name

Montana State Librarian

Title

Title

Date

Date



Item: Montana Department of Administration 9-1-1 Grant and Contract.
From: City / County 911 Communications Center
Initiated By: Chief Dave Bowen
Presented By: Chief Dave Bowen
Action Requested: Accept the terms of the Grant and authorize the City Manager to sign the contract.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Montana Department of Administration 9-1-1 Grant in the amount of \$246,967.00, and authorize the City Manager to sign Contract # MT9-1-1 Grant-2019-012.”

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 terms of the agreement and authorize the City Manager to sign the agreement.

Background: The purpose of this grant is to provide funding to the Cascade County 911 Communication Center for the 9-1-1 system activities approved by the Montana Department of Administration under the 9-1-1 Grant Program as authorized by HB61, passed by the 65th Legislature and as signed into law by Governor Bullock on May 9, 2017. The City would be using the grant funds to upgrade the call taking and processing equipment at the Communication Center.

Fiscal Impact: Through the Grant, the City would receive \$246,967.00

Alternatives: The City Commission could choose to reject the grant, although, the Communication Center would not be able to update the call taking and processing equipment.

Attachments/Exhibits:

Montana Department of Administration 2019 911 Grant Program Contract # MT9-1-1 Grant-2019-012

**MONTANA DEPARTMENT OF ADMINISTRATION
9-1-1 GRANT PROGRAM
CONTRACT # MT9-1-1 GRANT-2019-012**

This agreement ("Contract") is entered by **City of Great Falls, Cascade County, Montana** ("Grantee") and the Montana Department of Administration ("Department").

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for 9-1-1 system activities approved by the Department under the 9-1-1 Grant Program ("Program") as authorized by HB 61, passed by the 65th Legislature and as signed into law by Governor Bullock on May 9, 2017 (Chapter 367, Laws 2017).

Section 2. AUTHORITY

This Contract is issued under authority of Title 10, Chapter 4 of the Montana Code Annotated ("MCA") and Title 2, Chapter 13 of the Administrative Rules of Montana ("ARM"), and the terms of Chapter 353, Laws 2017.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program.
- (b) The Grantee agrees that all contracts and subcontracts entered for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the

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statutes, and regulations governing the Program or any applicable local, state, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on September 30, 2021 or upon approval of Grantee's Project completion report by the Department, whichever is earlier, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between July 1, 2018 and June 30, 2021. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2021.
- (c) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least ninety (90) days prior to September 30, 2021.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract, including any amendments, approved by the Department. The Grantee will use Program funds for the following major components of the project: **upgrade call processing equipment and MIS software.**

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed **\$246,967.00.**
- (b) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other Program projects.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for

a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Great Falls, Montana.

- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:

**Rhonda Sullivan
Program Manager, DOA/SITSD
1400 8th Avenue
P.O. Box 200113
Helena, MT 59620-0113
406-444-2420
rsullivan@mt.gov**

For the Grantee:

**Karen Young
City of Great Falls
3015 Airport Dr.
Great Falls, MT 59404
406-455-8555
kyoung@greatfallsmt.net**

Section 10. METHOD OF REIMBURSEMENT

- (a) The Department will use the funds in the 9-1-1 grant account established pursuant to section 10-4-304(2)(b), MCA, to fund 9-1-1 system awards to Grantees that have received a notice of award letter from the Department. Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after July 1, 2018 upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.

- (d) The Department will not reimburse the Grantee for any costs incurred prior to July 1, 2018, any ineligible expenses as set forth in 10-4-306(2) MCA, or any expenses not adequately supported by the Grantee's records.
- (e) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.
- (f) The Grantee understands and acknowledges that the Department will report to the Legislature and Legislative Interim Committees on the status of all Program projects. If the Department determines that the Grantee has failed to commence its project in a timely manner or complete its Project by the date prescribed in this Contract, the Department may recommend to the Legislature that the Contract be terminated and any remaining Project funds will revert to the Department and may be used, at the Department's discretion, to fund other Program grants.
- (g) The Department is allowed thirty (30) days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee.
- (i) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (j) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (k) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 11. REPORTING REQUIREMENTS

- (a) **Project Progress Reports:** During the term of this Contract the Grantee will submit Project progress reports as described in ARM 2.13.410 to the Department in conjunction with each request for reimbursement. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.

- (b) Project Completion Report: Upon completion of the Project the Grantee will submit a final Project completion report for Department approval. Upon approval of the Project completion report the Department will issue a notice of Project close-out.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

Section 13. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein by first class mail, electronic mail, facsimile, or personal service. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

Section 14. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract. If the number is not provided, the Department is not obligated to pay the invoice.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee may not otherwise assign or transfer any portion of this Contract without the express written consent of the Department.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Department.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 16. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 17. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) **Termination Due to Loss or Reduction of Funding:** The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget. This paragraph provides Grantee's sole remedies for any event described in this paragraph, and the Department shall not be liable to Grantee or any contractor, subcontractor, or subrecipient for any other payments or damages arising from termination under this paragraph, including but not limited to general, special, or consequential damages such as lost profits or revenues.
- (b) **Termination for Cause with Notice to Cure Requirement:** The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to comply with any applicable statute or rule or for any failure to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) **Effect of Termination:** In the event of termination described in paragraph (b) of this section, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 18. COMPLIANCE WITH APPLICABLE LAWS

- (a) The Grantee, in performance of work under the Contract, must fully comply with all applicable federal, state, or local laws, rules and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the Patient Protection and Affordable Care Act ("ACA"). Any subletting or subcontracting by the Grantee subjects subcontractors to the same requirements.
- (b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.
- (c) The ACA requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for thirty (30) or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions of the ACA under Section 4980H, and otherwise satisfy the requirements of the ACA Section 4980 H if provided by the State.
- (d) The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Sections 2-7-503, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate

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administration, expenditure of monies, and delivery of services provided through this Contract.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) **General Requirements:** Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) **General Liability Insurance:** At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (c) **Professional Liability Insurance:** Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) **Property Insurance:** At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g.*
(Ref: <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>).
- (e) **General Provisions:** Grantee's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Grantee's insurance and shall not contribute with it. All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or

on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

Section 24. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

Section 25. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 26. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

Section 27. FORCE MAJEURE

Neither party will be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, bombs, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 28. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal, and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 29. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or included as provided in section 3 or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

STATE OF MONTANA
Department of Administration
PO Box 200113
125 N. Roberts St., Mitchell Bldg.
Helena, MT 59620-0113

PRINTED:
Authorized Name: _____
Title: _____
Address: _____
City, MT & Zip: _____

Federal ID #81-6001269

BY: _____
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Don Harris, Legal Counsel (Date)

Chief Financial Officer Approval:

April Grady, Chief Financial Officer (Date)
State Information Technology Services Division

Chief Information Officer Approval:

Tim Bottenfield - Chief Information Officer (Date)
Department of Administration



Item: Asset Management Software: Cartegraph Operations Management System.
From: Public Works Administration
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Approve Purchase Agreement and addendum to Cartegraph Solutions Agreement.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Cartegraph Purchase Agreement in the total amount of \$183,825.00, (approve/not approve) the addendum to Cartegraph Solutions Agreement and authorize the City Manager to execute the purchase.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the purchase of Operations Management System software that includes licensing and support, in the amount of \$183,825.00 to Cartegraph Systems, Inc.

Background:

Purpose

This software is used by Public Works employees to manage and maintain City assets. It is used to document work orders and save work history on assets. The software allows staff to quickly access records on multiple types of assets to provide data to citizens as well as city employees. The software also provides map-style interface that allows city employees to use mobile devices in the field to locate assets as well as inspect and record information about them, and document any work done to them.

Conclusion

Asset management software is essential for City staff to perform their duties on a daily basis. Cartegraph software provides the tools needed to manage and maintain City assets. It gives City staff the ability to monitor asset conditions, and auto-generate work orders based on time or usage to make sure that preventative maintenance is completed. The software will be utilized by all Public Works divisions and Fiscal Services.

Fiscal Impact:

The attached agreement proposal lists the fees in the Purchase Agreement section. The agreement provides licensing and support for 3 years starting August 22, 2019 through August 21, 2022.

The purchase agreement total is \$183,825.00. This is split up into yearly payments, and not paid as a lump sum. The payment schedule for the agreement is as follows:

Year 1 (8/22/19-8/21/20) - \$59,619.00 Amount due August 2019.

Year 2 (8/22/20-8/21/21) - \$61,259.50 Amount due August 2020.

Year 3 (8/22/21-8/21/22) - \$62,946.50 Amount due August 2021.

Alternatives:

The City Commission could vote to deny award of the agreement.

Attachments/Exhibits:

1. Cartegraph Purchase Agreement.

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between **City of Great Falls** (hereinafter referred to as "**Customer**") and **Cartegraph Systems LLC** (hereinafter referred to as "**Cartegraph**"). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

Customer Bill To:	Customer Ship To:
City of Great Falls Public Works P.O. Box 5021 Great Falls, MT 59403	Same

Investment Summary

The Addendums attached hereto, include:

Addendum A – Support Services

Cartegraph's proposed fees for this project are included in the summary below.

Today's Date: June 21,
2019

Signature August 1, 2019
Expiration Date:

Purchase #PA1029
Agreement No.:

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment, Hosting Fee Included, 8/22/19 – 8/21/20	1	\$35,130.00	\$35,130.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$9,039.00	\$9,039.00
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	2	\$2,575.00	\$5,150.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,300.00	\$10,300.00
YEAR 1 SUB-TOTAL				\$59,619.00
YEAR 2				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment, Hosting Fee Included, 8/22/20 – 8/21/21	1	\$36,035.00	\$36,035.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$9,310.50	\$9,310.50
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	2	\$2,652.00	\$5,304.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,610.00	\$10,610.00
YEAR 2 SUB-TOTAL				\$61,259.50

YEAR 3				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment, Hosting Fee Included, 8/22/21 – 8/21/22	1	\$36,965.00	\$36,965.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$9,589.50	\$9,589.50
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	2	\$2,732.00	\$5,464.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,928.00	\$10,928.00
YEAR 3 SUB-TOTAL				\$62,946.50
TOTAL COST (3-YEAR TERM)				\$183,825.00

NOTES: The pricing listed above does not include applicable sales tax.
The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.
Offline with Cartegraph for iPad is not included in this price.
Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.
This Purchase Agreement #PA1029 together with the Cartegraph Solutions Agreement, constitutes the final, complete and exclusive statement of the agreement between the Parties pertaining to their subject matter and supersedes any and all prior and contemporaneous understandings or agreements of the Parties.

Payment Terms and Conditions

In consideration for the Solutions and Services provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

1. **Delivery:** Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Solutions Invoicing:** The Fee for Solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$59,619.00 due upon execution of the Purchase Agreement.
 - b. \$61,259.50 due 15 days prior to 1st year anniversary of term start date.
 - c. \$62,946.50 due 15 days prior to 2nd year anniversary of term start date.
4. **Payment Terms:** All payments are due Net 30 days from start date of invoice.

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT, WHICH CAN BE REVIEWED AT: <https://www.cartegraph.com/solutions-agreement/>. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CARTEGRAPH SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

CARTEGRAPH: Cartegraph Systems LLC

By  _____
(Signature)

Mitch Bradley

(Type or print name)

Title SVP of Sales & Marketing

Date 7/17/19

CUSTOMER: City of Great Falls

By _____
(Signature)

(Type or print name)

Title _____

Date _____

Cartegraph Systems LLC
Addendum A - Support Services
Cartegraph Support and Training Services – Scope of Work

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:

1. Support Services

a. Campus – www.cartegraph.com/campus

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step guides, videos, and more.

b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

c. Secure, Live Remote Support

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education Services

a. Convenient Online Resources

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

b. Customer Led User Groups

Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

3. Releases & Upgrades

a. New Releases

Be the first to know about all new Cartegraph releases, enhancements, and upgrades.

- i.** Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.
- ii.** For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality

b. Hot Fixes

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

**ADDENDUM TO CARTEGRAPH SOLUTIONS AGREEMENT,
DATED JULY 2019**

THIS ADDENDUM is dated today', and contains terms intended to supersede and clarify the terms set forth in that certain Cartegraph Solutions Agreement, to which this Addendum is attached and incorporated by this reference.

Section 11.1 is hereby amended to read:

11. Indemnification.

11.1 General.

Each party (the "Indemnifying Party") will defend the other party and its officers, directors, employees, and agents (its "Related Parties") from and against any claim, allegation or action (any "Action") brought against the other party or one of its Related Parties by a third party (other than by the other party itself or another of its Related Parties) to the extent relating to, resulting from, or arising out of the gross negligence or willful misconduct of the Indemnifying Party in the performance (or failure to perform) any of its obligations under this Agreement. The Indemnifying Party will further pay those losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys' fees and court costs) ("Losses") finally awarded against the other party or one of its Related Parties in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

The City's obligation under this part is subject to the limitations set forth in Mont. Code Ann. 2-9-108. See 18C of the 2016 Agreement.

Section 11.3 is hereby amended to read:

11.3 By Customer.

Customer will defend Cartegraph and its Related Parties from and against any Action brought against Cartegraph or one of its Related Parties by a third party (other than by Cartegraph or another Cartegraph Related Party) to the extent relating to, resulting from, or arising out of any: (a) any violation of any Law caused by the use of or access to the Solutions by Customer; or (b) any claim or allegation by a User or other third party relating to use of or access to the Solutions or any Services by Customer. Customer will only pay those Losses finally awarded against Cartegraph in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

The City's obligation under this part is subject to the limitations set forth in Mont. Code Ann. 2-9-108. See 18C of the 2016 Agreement.

Section 14.2 is hereby amended to read:

14.2 Exceptions.

The Receiving Party's obligations with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already lawfully known to the Receiving Party as of the Effective Date; (b) is disclosed to the Receiving Party after the Effective Date by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, or through no fault of the Receiving Party becomes, generally available to the public. The Receiving Party may disclose the Confidential Information of the Disclosing Party if compelled or required to do so by a court of competent jurisdiction or other governmental entity having jurisdiction over the Receiving Party, provided that the Receiving Party provides the Disclosing Party with notice of such requirement and provides reasonable assistance to the Disclosing Party in any attempts to contest such disclosure or obtain a protective order or other applicable limitation with respect to such disclosure. In any event, the Receiving Party will be entitled to receive payment of its expenses and costs actually incurred in responding to such disclosure request and will disclose only such portion of any Confidential Information as it is legally compelled or required to disclose.

Cartegraph recognizes that this Agreement involves interaction with a public entity. Any oral written information provided to the Customer or its employees by Cartegraph may be subject to public inspections under Montana or other applicable law and may be subject to records retention laws. If a request for Cartegraph's information is made, Customer will Notify Cartegraph of such request. If Cartegraph intends to claim that any such requested documentation is "Confidential Information" or confidential, proprietary, or trade secret information as identified in Mont. Code Ann. 30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

Section 14.3 is hereby amended to read:

14.3 Return of Confidential Information.

Except as prohibited by law, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the request of the Disclosing Party or when such Confidential Information is no longer needed in connection with its performance under this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with the foregoing obligations.

BY EXECUTING THIS ADDENDUM CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems LLC
By _____
(Signature)

Mitch Bradley
(Type or print name)
Title SVP of Sales & Marketing
Date 7/17/19

Great Falls, MT
By _____
(Signature)

(Type or print name)
Title _____
Date _____



Item: Fuel Delivery Service Agreement Three-Year Extension.
From: Doug Alm, Vehicle Maintenance Manager
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Approve the Fuel Delivery Service Agreement Three-Year Extension.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) extending the Fuel Delivery Service Agreement with Mountain View Co-op for an additional three years for the period of September 2019-2022, at an annual cost of approximately \$808,903.00.”

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

Staff Recommendation: Staff recommends that the City Commission approve extending the Fuel Delivery Service Agreement with Mountain View Co-op for an additional three years for the period of September 2019-2022, at an annual cost of approximately \$808,903, and authorize the City Manager to execute the contract documents.

Background:

Significant Impacts

Per the existing contract, the parties involved by mutual agreement can extend the contract for a period of three years.

Staff estimates the annual fuel use to be 140,000 gallons of unleaded gasoline, 30,000 gallons of number one diesel and 135,000 gallons of number two diesel.

Fuel prices will, of course, fluctuate and the specifications ask for the particular index the supplier proposes to use to determine the cost changes. Mountain View Co-op will use the Cenex wholesale price, and as the price paid by Mountain View Co-op changes, our price will change by the same amount per gallon.

Evaluation and Selection Process

The specifications were advertised two times in the Great Falls Tribune, placed on the City of Great Falls website, and mailed to six prospective bidders. The bids were opened on August 17, 2016, with one bidder responding.

Fiscal Impact: Current rack prices at time of bid:

Fuel Purchase	Unleaded	Dyed Diesel #1	Dyed Diesel #2
2013	\$3.4960	\$3.5860	\$3.2960
2016	\$1.8922	\$2.0646	\$1.7696
2019 (7/11/19)	\$2.5446	\$2.3553	\$2.0703

Funds for the purchase of gasoline and diesel fuels are provided in individual department budgets. Central Garage tracks fuel usage and departments are billed for their actual use.

Alternatives: The City Commission could vote to reject extending the Fuel Delivery Service Agreement.

Attachments/Exhibits:

Fuel Delivery Service Agreement
Extension Letter

DELIVERY SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "City," and **MOUNTAIN VIEW COOP**, 2200 Old Havre Highway, Black Eagle, MT 59414, hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform for City services described in the Specifications for Fuel Purchase attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **Term of Agreement:** This Agreement is effective upon the date of its execution through September 6, 2019. This Agreement may be automatically renewed by mutual agreement of the parties for an additional three-year term. The party desiring to extend this Agreement shall provide at least 180 days prior written notice to the other. Mountain View Coop has provided the City of Great Falls with a written notice desiring to extend this Agreement for an additional three-year term through September 6, 2022.

3. **Scope of Work:** Contractor will perform the work and provide the services in accordance with the requirements of the Specifications for Fuel Purchase.

4. **Payment:** City agrees to pay Contractor for delivery of gasoline and diesel fuel according to the Specifications for Fuel Purchase submitted by Contractor, attached as Exhibit A.

5. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. **Indemnification:** To the fullest extent permitted by law, Contractor shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work on the Project or work of any subcontractor or supplier to Contractor.

7. **Insurance:** Contractor shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Contractor, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Contractor's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

Insurance Coverage at least in the following amounts is required:

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

Contractor may provide applicable excess or umbrella coverage to supplement Contractor's existing insurance coverage, if Contractor's existing policy limits do not satisfy the coverage requirements as set forth above.

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II -- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

8. **Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Contractor agrees to purchase a City safety inspection certificate or special business license.

9. **Nondiscrimination:** Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

10. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

11. **Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

12. **Liaison:** City's designated liaison with Contractor is Doug Alm and Contractor's designated liaison with City is Marc Freund.

13. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

14. **Binding:** This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Contractor respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Contractor shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

15. **Amendments:** Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

Date _____

MOUNTAIN VIEW COOP

By _____

Print Name: MARC FREUND

Title Energy Division Mgr.

Date 7-1-19

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

* APPROVED AS TO FORM:

By _____
Sara R. Sexe, City Attorney

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



Mountain View Coop
1000 Smelter Ave.
Black Eagle, Mt. 59414
406-453-2435 Ext. 1

3/13/19

City of Great Falls, Montana:

Mountain View Coop would like to extend our contract, dated August 17th, 2016 with the City of Great Falls for purchases of gas and diesel for an additional 3 years. Mountain View Coop will accept all terms and conditions as stated in our prior contract. All costs for delivery of products would remain the same as specified in the 2016 contract. The name of the Price index would remain Cenex rack pricing, date of load. Thank you for consideration of extension of terms of contract.

Marc Freund
Energy Division Manager

Pat Trainor
Bulk Fuels Manager



Item: Purchase of an easement not to exceed 20-foot wide (10 feet on each side of the following defined centerline) City of Great Falls water main easement a minimum of 50 feet below the surface, located in the SW1/4SW1/4 and Government Lot 10 of Section 14, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County, Montana.

From: Legal Department

Initiated By: Public Works

Presented By: Joseph Cik, Assistant City Attorney

Action Requested: Purchase the subject utility Easement.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of an easement not to exceed 20-foot wide (10 feet on each side of the following defined centerline) City of Great Falls water main easement a minimum of 50 feet below the surface, located in the SW1/4SW1/4 and Government Lot 10 of Section 14, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County, Montana, and authorize City Staff to execute payment.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the purchase of the subject Easement.

Background:

On June 16, 2019 The City Commission awarded HDD Company a \$5,572,971.00 contract for the water main crossing of the Upper Missouri and Sun Rivers. In order to complete the horizontal drilling under the Upper Missouri River, the contractor will be required to drill under property owned by the Meadow Lark Country Club (Meadow Lark). For further description of the water main crossing project, please refer to the July 16, 2019 Commission Agenda Report, “Construction Contract Award: Water Main Crossings the Upper Missouri River and Sun River, O. F. 1494.6.”

The purchase of the Easement under consideration by the City is necessary to allow HDD Company to install the water main across the Meadow Lark property. The water main will be installed at a minimum of fifty (50) feet below the surface of the property. For an illustration of the Easement please refer to Exhibit A.

The proposed consideration for this Easement is \$13,000. Normally, utility easements are acquired by the City without compensation, however, this Easement is unique. Meadow Lark will not benefit from the utility being installed pursuant to this Easement. Therefore, the property will be encumbered with no substantial benefit to the property owner. Staff considers the consideration appropriate in this circumstance given the impact on the owner's property value.

Additionally, the proposed Easement includes provisions that would require the City to compensate Meadow Lark for potential damage caused as a result of the City's use and enjoyment of the Easement. In order to track the progress of the drilling, HDD Company will be required to lay wire on the subject property. See Exhibit B. Should the wire damage any Meadow Lark equipment, the City would be responsible for the cost of repair. However, the cost of damage repair was included in the HDD Company contract. Finally, if there is any damage to the surface of the property that would impact Meadow Lark golf or other activities, the City would be required to compensate Meadow Lark for any actual damages not to exceed \$7,500 a day.

Fiscal Impact:

The \$13,000 purchase price will be paid from the City's Capital Improvement Fund.

Alternatives:

The City Commission may vote to not purchase the subject utility Easement. This would likely result in a substantial delay of the water main installation. The Commission may also table the matter to a date certain for further discussion on the matter.

Concurrences:

City Manager's Office
Public Works
Meadow Lark Country Club

Attachments/Exhibits:

Water Main Easement
Easement Exhibit A
Easement Exhibit B

E A S E M E N T

THIS INDENTURE, made and entered into this _____ day of _____ 2019, by and between, **MEADOW LARK COUNTRY CLUB INC**, 300 Country Club Blvd, Great Falls, MT, 59404-3355, hereafter "Grantor" and the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation, the "Grantee".

W I T N E S S E T H :

That for and in consideration of the sum of Thirteen-Thousand Dollars (\$13,000) and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, Grantor does by these presents, hereby convey, transfer and grant unto the Grantee, a perpetual non-exclusive easement and right-of-way for the construction, maintenance, enlarging, reducing or removal of a City water main in, under, through and across the real property hereinafter described. The easement herein mentioned is shown on the attached EXHIBIT A incorporated herein by this reference, and is more particularly described as follows:

WATER MAIN EASEMENT

An easement not to exceed 20-foot wide (10 feet on each side of the following defined centerline) City of Great Falls water main easement a minimum of 50 feet below the surface, located in the SW1/4SW1/4 and Government Lot 10 of Section 14, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County, Montana, and the centerline being more particularly described as follows:

Beginning at the West Quarter corner of said Section 14, thence South 01°47'33" West along the Westerly line of said Section 14, a distance of 2634.95 feet to the Southwest corner of said Section 14; thence North 67°50'13" East, a distance of 1428.03 feet to a point on the Easterly right-of-way line of Alder Drive and being the True Point of Beginning; thence North 66°42'17" East, a distance of 958.14 feet to the Westerly low water mark of the Missouri River or the Easterly boundary line of Government Lot 10, being the Point of Termination and containing 0.440 acres or 19,163 square feet.

It is understood and agreed that the following covenants and conditions attach and pertain to the foregoing grant of easement:

1. The above described easement is located under Grantor's golf course, which is a material part of the business and services of Grantor and therefore, a substantial source of revenue for Grantor. Grantor intends to continue to use the area above the water main easement as a golf course. Grantee acknowledges that the area is and will continue to be used as a golf course. As a result, Grantee's use of the easement is subject to Grantor's continued use of the golf course. Grantee does not anticipate that its use of the easement will disrupt the golf course. However, in the event of a disruption to the golf course or Grantor's determination that use of the golf course is unsafe, Grantee agrees to the terms of Paragraph 8 below.

2. The initial construction of the water main shall be completed by a contractor working for the Grantee. The parties understand and agree that there shall be no disruption to the surface of Grantor's property at any time, as the installation of the water main shall be completed by directional boring (horizontal directional drilling) and any repairs or maintenance shall be completed in a similar manner. As part of the initial installation of the water main, the parties understand Grantee will run a test bore wire across the surface of Grantor's property at approximately the same location of the easement described herein. Grantee agrees to run the test bore wire in such a manner to avoid crossing the fairways on Grantor's property. The approximate location of the test bore wire is depicted in yellow on the attach Exhibit B. Grantee agrees to contact Grantor (at a number provided) prior to running the test wire and beginning installation of the water main to coordinate timing of the same so Grantor can plan accordingly for its continued use of the golf course. The undersigned parties agree the test wire cannot impact any tournament play, which Grantor will provide reasonable notice of any upcoming tournament to Grantee and Grantee will remove the test wire for the duration of the tournament. To add, if Grantee stops the initial installation, for any reason, for more than five (5) consecutive days Grantee shall remove the test wire.

3. Grantee agrees that the Grantor is not responsible for damages associated with the initial construction of the water main including, but not limited to, any damage to the test bore wire however caused. In the event any of Grantor's equipment is damaged by the test bore wire, even if Grantor's employees or agents are operating such equipment, Grantor shall give Grantee written notice of the damage at the address provided herein and Grantee shall pay the repair cost or replace the equipment damaged by the test bore wire within ten (10) days of Grantor's notice. Grantee acknowledges that Grantor has no obligation or duty to improve or maintain the easement contemplated herein. Grantor is also not responsible for future settlements associated with the initial construction of the water main.

4. All installation, maintenance and repair costs for the water main shall be the sole responsibility of Grantee. In the event Grantee does disrupt the surface of Grantor's property, any surface restoration work shall be completed by a contractor chosen by Grantor and the cost of such restoration work to restore the surface of Grantor's property to its condition prior to installation, repair or maintenance of the water main shall be the responsibility of Grantee. All installation, maintenance and repairs shall be conducted in the least disruptive manner possible.

5. Grantee, its guests, invitees and permittees or subsequent assignees may only use the easement granted herein for a water line. The undersigned parties agree the easement granted herein may not be used for any purpose other than that which is stated herein or for any additional

utility including, but not limited to, a sewer line. The parties further agree that this agreement does not grant a right of ingress and egress over or across Grantor's property described herein, except for the test bore wire described above, or any portion of the property owned by Grantor in Cascade County to access the water main. If Grantee is required to enter Grantor's property, Grantee's entry upon Grantor's property for the purpose of maintaining, replacing, repairing, improving, cleaning and inspecting the City water main shall be by permission with prior reasonable advance notice and a request for permissive access.

6. For the protection of said easement, Grantor shall not make or construct any buildings, retaining walls or other structures with a permanent foundation that would impair the maintenance or operation of the water main placed therein. Asphalt and Portland cement concrete paving, traffic signs, mail boxes, alterations or updates to the golf course greens and fairways, fences, irrigation sprinkler systems are permissible improvements within the land covered by this easement. In addition, Grantor may grant an easement for and/or install any other utilities in the same location as the easement granted herein, so long as such easement and activities do not impede the use of the water main.

7. Grantor agrees to the fullest extent permitted by law, to fully indemnify, defend, and save Grantee, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Grantor's, use, duties, and responsibilities pursuant to this easement.

8. In the event the construction, installation, replacement, enlarging, reduction, removal, operation, maintenance or repair of the water main, which is not caused by the negligence of Grantor, disrupts or causes the golf course located on any portion of the property owned by Grantor in Cascade County to be unavailable or unsafe for its intended use Grantee shall pay to Grantor its actual business loss calculated at a minimum of \$700.00 per day and a maximum of \$7,500.00 per day for the actual time (determined by day) Grantor can show a business loss. The rate for the per day loss of business income will depend on whether Grantor is hosting a tournament on its course or its course is open for regular play. Grantor shall have the sole discretion to determine if the course is disrupted or is unavailable or unsafe, as well as to determine the per day loss of income rate as provided in this Paragraph.

Within five (5) business days of the golf course being re-open for use, as determined at the discretion of Grantor, Grantor shall send Grantee a written statement showing the total actual time and business loss suffered by Grantor. Upon receipt of the statement, Grantee shall remit prompt payment to Grantor within ten (10) business days from the date of Grantor's statement.

9. The Grantee agrees, subject to the limitations provided by Mont. Code Ann. § 2-9-108, to fully indemnify, defend, save and hold harmless Grantor, its successors, assigns, agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages and demands, including without limitation, reasonable attorneys' fees, of whatever kind or nature whether relating to injury to or death of any person or damage to any property arising from, caused by or in any way related to Grantee's, and its invitees, guests, permittees, use, construction, location, installation, maintenance and repair of the easement; as well as Grantee's duties and responsibilities pursuant to this easement.

10. This grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the City of Great Falls, Montana, its successors and assigns.

11. The parties agree that any costs or expenses incurred in enforcing this easement, including reasonable attorney's fees incurred, shall be paid by the unsuccessful party in any legal action brought to resolve the dispute under this easement.

12. In accepting this easement, Grantee agrees to be bound by the terms and conditions of the easement as stated herein. In granting this easement, Grantor does not offer any warranties or representations of any nature.

13. If the initial construction or installation of the water main ceases or the water main is not being used for its intended purposes or is otherwise abandoned for a period of ten (10) years, Grantor and Grantee agree this easement shall terminate.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the day and year first above written.

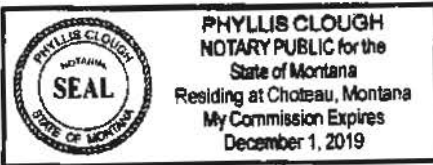
GRANTOR:

[Redacted Signature] Ed Joyce Board President Meadow Lark Country Club
Meadow Lark Country Club Inc.

STATE OF Montana)
County of Cascade : ss.

This Instrument was acknowledged before me on July 22, 2019, by Ed Joyce who personally appeared as a legal representative for **Meadow Lark Country Club Inc.**

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



(NOTARIAL SEAL)

Montana
Notary Public for the State of Montana
Printed Name: [Redacted]
Residing at City Choteau State Montana
My Commission Expires: 12-1-19

//

By: _____
Bob Kelly, Mayor

ATTEST:

SEAL OF CITY

Lisa Kunz, City Clerk

REVIEWED FOR LEGAL CONTENT

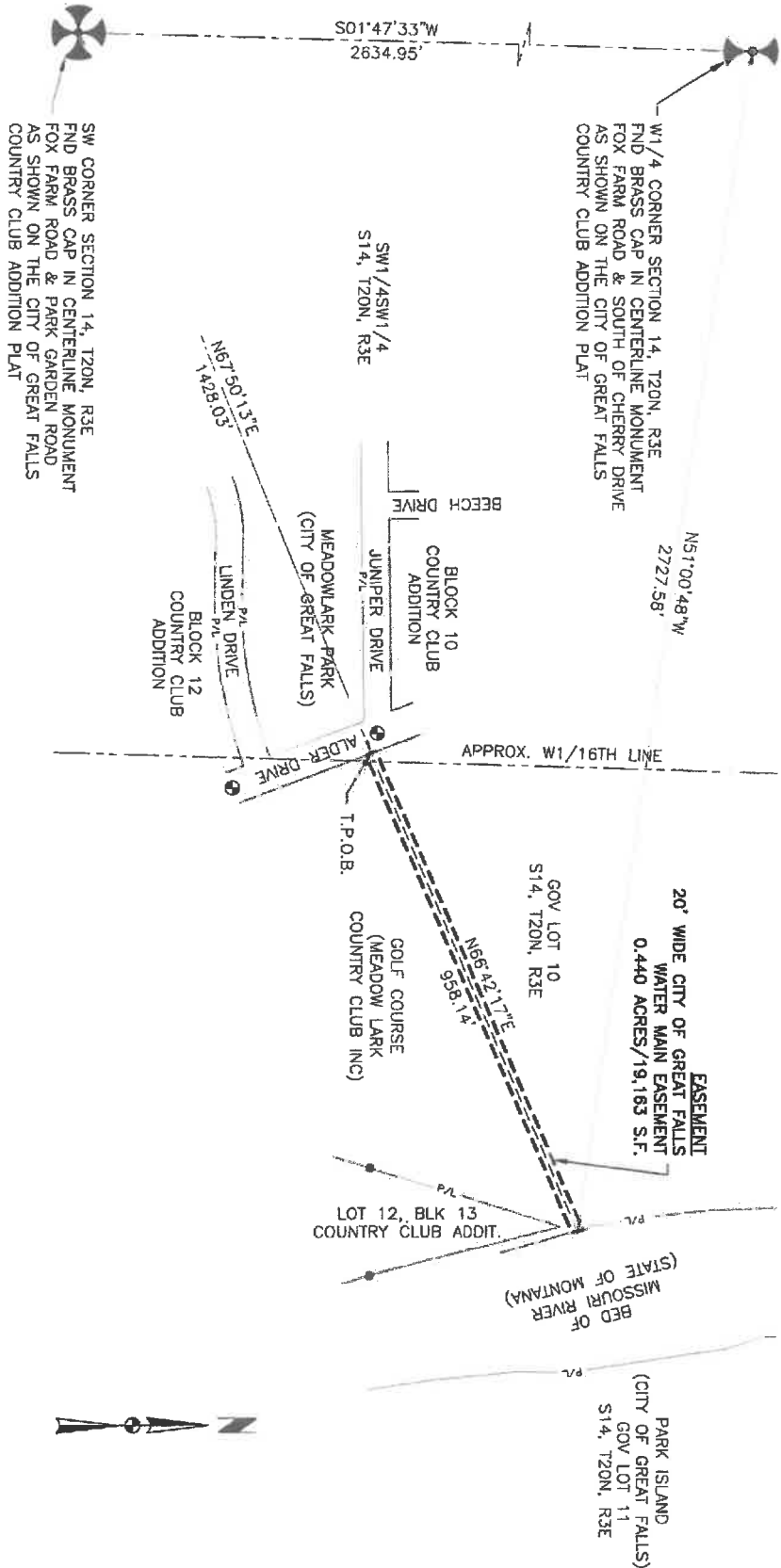
Sara R. Sexe, Attorney*

* 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.

GRANTEE:

EXHIBIT A

BASIS OF BEARING:
 GRID NORTH, MONTANA STATE PLANE
 COORDINATE SYSTEM, ESTABLISHED WITH
 SURVEY QUALITY GPS.



EASEMENT LEGAL DESCRIPTION

A 20 foot wide City of Great Falls water main easement, located in the SW1/4SW1/4 and Government Lot 10 of Section 14, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County, Montana, and the centerline being more particularly described as follows:
 Beginning at the West Quarter corner of said Section 14, thence South 01°47'33" West along the Westerly line of said Section 14, a distance of 2534.95 feet to the Southwest corner of said Section 14; thence North 67°50'13" East, a distance of 1428.03 feet to a point on the Easterly right-of-way line of Alder Drive and being the True Point of Beginning; thence North 66°42'17" East, a distance of 958.14 feet to the Westerly low water mark of the Missouri River or the Easterly boundary line of Government Lot 10, being the Point of Termination and containing 0.440 acres or 19,163 square feet.

<p>EASEMENT EXHIBIT - MEADOW LARK COUNTRY CLUB GREAT FALLS, MONTANA</p>			<p>DATE: _____</p>	<p>REVISION: _____</p>
<p>CITY OF GREAT FALLS WATER MAIN - O.F. 1494.6</p>			<p>DATE: _____</p>	<p>REVISION: _____</p>

EXHIBIT B





Item: Construction Agreement for the Library Air Handler Replacement Project, O. F. 1621.2

From: Great Falls Public Library

Initiated By: Great Falls Public Library

Presented By: Susie McIntyre, Library Director

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

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) a construction agreement for the Library Air Handler Replacement Project to McKinstry Essention, LLC in the amount of \$315,000 and authorize the City Manager to execute said agreement.”

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

Staff Recommendation: Staff recommends approving the construction agreement.

Summary: The City received a quote from McKinstry Essention, LLC, in the amount of \$315,000 to replace the aged and failing basement air handler at the Great Falls Library. This particular project is just one of many that were identified through the Energy Performance Audit that McKinstry performed at the request of the City.

Background:

This project replaces 51-year-old equipment that is well beyond its useful life. Some of the current supply air ductwork serving the basement and all of the return air ducts for the first and second floor are under the basement slab and have standing water in them for much of the year. As demonstrated by the recent basement flooding on July 6th, storms cause water to collect in the air handler and the air ducts causing potentially hazardous conditions for staff and patrons of the Library. The new system would provide outdoor-ventilated air to all spaces, thereby eliminating future environmental and air quality health hazards as well as ensuring code compliance.

In August of 2017, the City entered into a contract with McKinstry to perform an energy audit of numerous city facilities including the Civic Center, Library, Downtown Parking Facilities, Police Station and Fire Stations. The audit resulted in a large and comprehensive list of energy savings projects

as well as required improvements due to years of deferred maintenance, safety and code compliance issues. After the initial audit was completed, staff worked with McKinstry to focus and prioritize a list of improvements. McKinstry subsequently solicited competitive bids from area subcontractors based on the prioritized list of projects. While the City could not tackle the entire list of projects due to budget constraints, this particular project is critical in nature if the Library is to remain viable and open to the public.

The City issued a Request For Bid for the construction project known as Energy Performance Contracting (“Construction Project”) pursuant to the requirements of all applicable statutes, rules, regulations, and ordinances. Because of the urgent nature of the flooding in the Library basement and health concerns regarding water in the air handler, this project did not go out for new bids, but will be done as an amendment to the original Energy Performance Contract.

There will need to be additional work done to address basement flooding. We will need to address both a leak happening around the storm drain pipe and the water rising through cracks and expansion joints in the basement concrete. Although the issues with water in the air handlers and the basement flooding are related, projects to mitigate water in the air handler and basement flooding will be done separately. Our 2020 budget already included plans to replace the air handlers. This construction agreement is only for the replacement of the Library air handler.

Fiscal Impact: This project is being funded with \$65,000 from the Insurance & Safety Fund and \$250,000 from the Library Fund.

Alternatives:

The City Commission could vote to reject the construction agreement and delay the needed improvements.

Attachments/Exhibits:

Exhibit A - Scope of Work

Detailed Scope of Work

FIM ID # 36145
03.02-LIB MZ2 & H&V replacement w/ VAV System
GF Library

GENERAL

Replace existing Multizone (MZ2) Air Handler and Heating and Ventilation Unit with a variable air volume (VAV) system.

The existing system is constant volume and maintains both a hot and cold temperature supply at all times. The return air pathway is below the slab of the basement and frequently floods with water. Indoor air quality and humidity can be a problem with water in underground return duct.

Reengineer the return air path to be run above the ceiling. Replace the MZ AHU and with a new VAV AHU with HHW reheat to zone boxes. Add an additional zone to the new system to replace the existing H&V system which no longer operates.

SCOPE OF WORK INCLUDES

1. Mechanical
 - A. Remove existing Multi-Zone Unit MZ2 and Heating and Ventilating Unit H&V-1 and associated ductwork, controls, piping, etc..
 - B. Remove and re-install sections of ductwork as shown and install new control dampers, duct coils and VAV Terminal Reheat units as shown.
 - C. Provide new ductwork, diffusers and grilles as indicated.
 - D. Provide new Multi-zone AHU-2 per attached information. Provide in shipping splits and disassemble/reassemble as required.
 - E. Extend Heating Water Supply and Return piping to VAV reheat terminal units as shown.
 - F. Insulate heating water piping as follows: 1" insulation on piping less than 1.5". 1.5" insulation on piping 1.5" and larger.
 - G. Insulate chilled water piping with 1" fiberglass pipe insulation.
 - H. Insulate new Outside air ductwork with 2" duct wrap., insulate new supply ductwork with 1.5" duct wrap.
 - I. Provide 1" duct liner in return air ducts.
 - J. Remove and re-install ceiling tile and grid as required to install 28x14 return air duct and 72x16 return air duct from chase near stairwells as shown.
2. Controls
 - A. Provide DDC type actuators and associated control dampers for the new variable Speed AHU OA & RA) at the unit connection.
 - B. Furnish Variable Speed Drive with disconnect switch (VFD installed by E.C.) for new 20 HP supply fan motor in AHU.
 - C. Re-wire Duct Smoke Detector to safety circuit on Variable Speed Drive.
 - D. Provide new controller to enable/disable VFD, send VFD Speed command, confirm fan status, control heating and chilled water coils, control OA, RA and Relief Air Dampers to maintain air temperature control at AHU.
 - E. Provide DDC Type pressure transducer in ductwork between AHU and VAV Terminal Units location TBD.
 - F. Provide new VAV controllers serving the new VAV Terminal Reheat Units, motorized control valves and duct coils.
 - G. Provide DDC type temperature sensors in the mixing box, OA, RA, mixed air and discharge air of the new AHU.
 - H. Provide 2-pole freeze-stat downstream of the heating/cooling coil and wire to BAS and VFD safety circuit.
 - I. Replace the existing pneumatic thermostat with DDC type t'stat/sensor with Occupant override capability for each of the zones. Provide plenum rated wiring throughout. If exposed wiring is required due to space construction (i.e. masonry walls) exposed wiring shall be in wiremold raceway.
 - J. Provide programming for new AHU-2, VAV Boxes, motorized dampers and duct heating coils. Final Sequence to be determined.
 - K. Provide power supplies and 24V power as required for Controls Scope of Work.
 - L. Provide assistance to McKinstry Commissioning personnel and TAB Contractor as required.
 - M. Provide 8 hours of Owner Training on Control System and Equipment.
 - N. Reference Sketches for additional instructions.
 - O. NOTE: Expansion of the Central Building BAS control and Graphics Package are **required** under this FIM.
3. Electrical
 - A. Remove power to existing Multi-zone and Heating and ventilating unit.
 - B. Install Variable Speed Drive (furnished by T.C.C.), wire to appropriate breaker and supply fan in AHU-2.
 - C. Remove/relocate light fixtures as required where new AHU is to be installed.
 - D. Provide 20amp, 120V circuit for Temperature Control Contractor's use near new AHU-2.
4. Structural
 - A. Not applicable.

Detailed Scope of Work

5. Architectural
 - A. Cover openings into the abandoned RA tunnel as indicated on the attached Sketches.
 - B. Provide chase in hallway to conceal return air ductwork near northeast stairwell.
 - C. Repair chases where required for tapping into the supply and return duct in various locations.
2. Acoustical
 - A. Not applicable.
3. Specialty
 - A. Not applicable.
4. Testing, Adjusting and Balancing (TAB)
 - A. Provide airside and wetside Test and Balance.
5. Commissioning
 - A. McKinstry to provide commissioning on the new HVAC Systems.
6. Demolition and Removal
 - A. Not applicable.
7. Allotments
 - A. Not applicable.
8. Design:
 - B. Provide design as required for this FIM. If applicable, pricing for design is included in Table 4.1.
9. Measurement and Verification (M&V)
 - A. Refer to table 3.2. If applicable, pricing for M&V is included in Table 4.1.
10. Training
 - A. Provide training as required for this FIM.

CLARIFICATIONS AND EXCLUSIONS

1. For the safety of our people and avoidance of potential long-term liability, McKinstry no longer executes subcontracts for abatement of asbestos and lead paint. Any exceptions to this policy must be approved by our CEO or President and our General Counsel. Abatement of asbestos and lead paint shall be the responsibility of the building owner who should contract directly with qualified abatement specialists.
2. If existing equipment or components are reused, repairs to existing are not included unless specifically noted in the scope above.



Item: Construction Contract Award: Public Works Facilities Improvements Siding and Windows - O.F. 1733.5.

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider Bid and Award Construction Contract.

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (award/not award) a contract in the amount of \$602,000.00 to James Talcott Construction, Inc. for the Public Works Facilities Improvements Siding and Windows project, and authorize the City Manager to execute the construction contract documents.”

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

Staff Recommendation: Approve construction contract award.

Significant Impacts

This project will replace the existing steel and masonry siding on the Central Garage, Sanitation, Street and Wash Bay buildings, with an exterior insulation finishing system (EIFS). Also, the project will replace three existing windows in the Central Garage office and break rooms.

Citizen Participation

The construction activity will have little impact on Citizen’s access to Public Works Facilities for standard services offered in these buildings.

Workload Impacts

Nelson Architects provided design services for the project and will assist in Construction Inspection. City Engineering Staff will perform construction inspection and administration duties.

Purpose

The siding being replaced with this project has either reached the end of its intended service life, or has been damaged and is in need of repair. The majority of the siding is over 40 years old and the outside elements have caused deterioration to the exterior of the buildings during that time. The new EIFS

system will provide a long-lasting system that provides additional insulation along with a weather resistant surfacing. These improvements will improve working conditions, energy efficiency, building aesthetics, and extend the service life of the buildings. The new color and architectural scheme will match that of previous improvements to the Public Works Utility and Administrative Buildings.

This project is a continuation of projects which have been programmed and budgeted to upgrade Public Works building facilities since 2006. A summary of those projects includes:

- Upgrades to the Streets Building HVAC - 2006
- Upgrades to the Streets Building Lighting - 2008
- Engineering & Operation Offices Remodel/Addition, HVAC Upgrade - 2019 thru 2010
- Administration Building Boiler/HVAC Replacement & Upgrade -2010
- Streets and Sanitation Building Employee Facilities Addition - 2012 thru 2013
- Roofing and Siding upgrades to the Utilities and Administrative Buildings - 2013 thru 2015
- Building Addition to Administrative Office for Environmental Division - 2015
- Fuel Station and Tank Replacement – 2016 thru 2018
- Central Garage, Sanitations and Streets Buildings Roofing, Doors, HVAC - 2019

The Public Works Facility was constructed in the early 1970's, almost 50 years ago. The improvements listed, plus this project will help to provide a serviceable facility for the next 50 years.

Project Work Scope

The work scope in this project includes cleaning and removing loose exterior surfaces, removing and replacing various exterior wall mounted drains, ducts, conduits and miscellaneous equipment, installation of new EIFS insulation and finishing system to the exterior surfaces and demolition and replacement of three existing windows.

Evaluation and Selection Process

Three bids were received and opened on July 17, 2019. The bids ranged between \$602,000.00 and \$860,000.00, with James Talcott Construction providing the low bid of \$602,000.00.

Conclusion

City Staff recommends awarding the construction contract to James Talcott Construction in the amount of \$602,000.00.

Fiscal Impact: The attached bid tabulation summarizes the received bids. This project will be funded through the Central Garage, Sanitation, and Streets Facility Improvement Funds.

Alternatives: City Commission could vote to deny award of the construction contract and rebid or cancel the project.

Attachments/Exhibits:

Bid tabulation attached.

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

BID TABULATION SUMMARY
PW Facilities Upgrade Siding & Windows
O.F. 1733.5

Project Number _____
Bids Taken at Civic Center
Date: July 17, 2019
Tabulated By: Jim Young

	Name & Address of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	10% Bid Security	Affidavit of Non-Collusion	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	James Talcott Construction	Yes	Yes	Yes	Yes	Yes	Yes	\$602,000.00
2	Wadsworth Builders	Yes	Yes	Yes	Yes	Yes	Yes	\$860,000.00
3	EJ Carpentry	Yes	Yes	Yes	Yes	Yes	Yes	\$747,750.00
4								
5								
6								
7								
8								
9								
10	Engineer's Estimate							\$300,000.00



Item: Change Order No. 1: Public Works Facility Improvements - Central Garage, Streets and Sanitation Buildings O.F. 1733.0.
From: Engineering Division
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Approve Change Order No. 1

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Change Order No. 1 in the amount of \$69,052.00 to EJ Carpentry, LLC for the Public Works Facility Improvements - Central Garage, Streets and Sanitation Buildings project and authorize the City Manager to execute the Change Order No. 1.”

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

Staff Recommendation: Approve Change Order No. 1

Background:

Significant Impacts Change Order No. 1 changes the type of roofing to a standing seam panel which will extend the life of the structure, adds fascia board to better integrate with new siding system to be installed in the next project phase, and replaces some deteriorated and deficient HVAC venting. The change to standing seam roofing is a result of an error in the specifications prepared by the Architect. There is no change in the project time.

Citizen Participation

There is no impact to the public’s access to Public Works facilities or services.

Workload Impacts

The plans and specifications were completed by Nelson Architects. Construction phase services are being provided jointly by the City Engineers Office and Nelson Architects. No significant change in the staff or consultant work load is anticipated because of the change order.

Project Work Scope

Change Order No. 1 changes approximately 36,800 square feet of roofing panel type, adds 970 lineal feet of 2x12 wood fascia trim, and replaces several unit heater and air handling vents.

Evaluation and Selection Process

EJ Carpentry submitted the low bid of \$416,751.00 on March 20, 2019. Two bids were received ranging from \$416,751.00 to \$491,854.00.

Conclusion

City staff recommends approving Change Order No. 1 to EJ Carpentry in the amount of \$69,052.00.

Fiscal Impact: The project contract amount will increase from \$416,751.00 to \$485,803.00. Central Garage, Sanitation and Street Facility Improvements Funds are available to cover the cost of the change order.

Alternatives: The City Commission could vote to deny Change Order No. 1.

Attachments/Exhibits:

Change Order No. 1

Attachment to Change Order 1

Change Order No. 1

Date of Issuance: August 6, 2019

Effective Date: August 6, 2019

Project: Public Works Facility Improvements – Central Garage , Streets, and Sanitation	Owner: City of Great Falls	Owner's Contract No.: O.F. 1733.0
Contract: Public Works Facility Improvements – Central Garage , Streets & Sanitation		Date of Contract: April 2, 2019
Contractor: EJ Carpentry, LLC		Engineer's Project No.: O.F. 1733.0

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Increase contract amount by \$69,052.00

Attachments: (List documents supporting change): Attachment to Change Order No. 1

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 416,751.00

[Increase] [Decrease] from previously approved Change

Orders No. N/A to No. N/A :

\$ 0.00

Contract Price prior to this Change Order:

\$ 416,751.00

[Increase] [Decrease] of this Change Order:

\$ 69,052.00

Contract Price incorporating this Change Order:

\$ 485,803.00

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Working days 90 Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): September 17, 2019

[Increase] [Decrease] from previously approved Change Orders

No. N/A to No. : N/A

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 90 days

Ready for final payment (days or date): September 17, 2019

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 90 days

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): 90 days

Ready for final payment (days or date): September 17, 2019

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: July 22, 2019

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directives must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, and Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

ATTACHMENT TO CHANGE ORDER NO. 1

Public Works Facility Improvements – Central Garage, Streets, and Sanitation

Prepared by City Engineers Office

July 22, 2019

CHANGES IN PROJECT SCOPE/CONTRACT TIME

ITEM/JUSTIFICATION/COST/CONTRACT TIME:

- **Change Roofing Panel Type from Delta Rib to Standing Seam.**

Justification: A discrepancy in bid documents specified delta rib steel panel with fasteners while the plans called for standing seam steel roofing. The contractor bid the project with delta rib roofing. The standing seam type roofing provides better service life and eliminates the chance of water leaks at the fasteners. The standing seam has higher material and installation costs.

Cost Increase: \$49,684.00

- **Add Fascia Board to Maintenance Building # 1, 2 and 3 Eaves, and Sanitation, Streets and Wash Bay Eaves and Gable ends.**

Justification: The EIFS (Exterior Insulation Finishing System) requires that the fascia be furred out to provide a proper drip edge. It was discovered that the portions of the existing buildings are not equipped with this plate.

Cost Increase: \$18,368.00

- **Replace Various HVAC Sheet Metal Venting**

Justification: During the roofing construction it was discovered that various heating, plumbing and air handling vents were deteriorated or deficient and allowing water leakage.

Cost Increase: \$1,000.00

SUMMARY - CHANGE ORDER NO. 1

ITEM	COST
Change to Standing Seam Roof Panel, Approximately 36,800 sq. ft.	\$49,684.00
Fascia Board 2x12, 970 lineal feet	\$18,368.00
Replace Miscellaneous HVAC Vents	\$1,000.00
Total Increase (Decrease)	\$69,052.00



Item: 2019-2020 School Resource Officer (SRO) Agreement between the City of Great Falls and the Great Falls Public Schools District.

From: Great Falls Police Department

Initiated By: Chief Dave Bowen

Presented By: Chief Dave Bowen

Action Requested: Approve the 2019-2020 School Resource Officer Services Agreement and authorize the City Manager to sign the agreement.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the 2019-2020 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public Schools District.”

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 2019-2020 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public Schools District.

Background: The Great Falls Public School District and the Police Department have had a partnership for over twenty years where the Police Department has provided the School District police services on a contract basis. This year is a continuation of the ongoing partnership where the Police Department has agreed to provide four confirmed police officers and equipment necessary to provide school resource officer services. The School District has agreed to pay the City quarterly for the cost of these services as detailed in the agreement. SRO's fulfill an important role at the schools and the current staffing of four officers is required to meet the workload.

Fiscal Impact: The School District will be billed quarterly in the amount of Eighty-Four Thousand, One Hundred Fifty-Two Dollars and Seventy-Five Cents (\$84,152.75), for a total amount of Three Hundred Thirty-Six Thousand Six Hundred Eleven Dollars (\$336,611.00). Quarterly payments will be due on or before September 30, 2019; December 31st, 2019; March 31, 2020 and June 30, 2020.

Alternatives: Reject – The City Commission could vote to deny the contract, or the Commission could table action on the item to a date certain.

Concurrences: Great Falls Public Schools.

Attachments/Exhibits:
GFPS 2019-2020 SRO Contract

2019-2020
SCHOOL RESOURCE OFFICER
AGREEMENT

Between the City of Great Falls and the Great Falls Public School District

This AGREEMENT is made and entered into by and between the City of Great Falls, a municipal corporation of the State of Montana, 2 Park Drive South, Great Falls, Montana 59401 .. (hereinafter "City") and the Great Falls Public School District Number 1 and A, (hereinafter "District"), 1100 4th Street South, Great Falls, Montana 59405.

SECTION 1. PURPOSE

The AGREEMENT formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build positive relationships between law enforcement and the youth in our community, with the goal of reducing crime committed by juveniles and young adults. This AGREEMENT delineates the mission, terms, goals and procedures of the School Resource Officer (hereinafter "SRO") Program as a joint cooperative effort between the District and the City, through the Great Falls Police Department (hereinafter the "Police Department"). The success of this program relies upon the effective communication between all involved parties.

SECTION 2. TERM AMOUNTS and LIABILITIES

The term of this AGREEMENT shall begin August 30, 2019 and end on June 1, 2020. The parties may renew this AGREEMENT only by written agreement or addendum hereto, which must be executed by both parties.

The City does hereby agree to provide the District with four confirmed Police Officers and equipment necessary to provide SRO services. The District shall pay the City quarterly installments of \$84,152.75, for a total amount of \$336,611.00 as follows: Quarterly payments will be due on or before September 30, 2019; December 31st, 2019; March 31, 2020 and June 30, 2020. The aforesaid charges are based on a full one hundred eighty-seven (187) day school session and the same shall be adjusted on a pro rata basis to reflect any additional school days.

In the event that an SRO is absent from work for five consecutive instructional days, then beginning with the sixth consecutive day of absence and continuing through the absence, the Police Department may assign another officer to substitute for the SRO. If a substitute officer is not available to the Great Falls Public School District starting on the sixth consecutive instructional day, the Great Falls Public School District payment will be pro-rated for the period of time that an officer was not available.

The parties agree that their respective employees, students and/or agents are not to be considered employees of the other party for any purpose. The parties agree to comply with all federal, state and local laws, rules and regulations, including safety rules, codes and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. The parties, as to their own employees, shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA, and shall maintain

workers' compensation coverage for all employees, except for those members who are exempted as independent contractors under the provisions of 39-71-401, MCA.

To the fullest extent permitted by law and subject to the applicable limitations set forth in Mont. Code Ann. §2-9-108, the parties shall mutually indemnify, defend and hold harmless the other against, and from, any and all liability, costs, damages, claims or causes of action which may arise out of that party's officers, employees, agents, and students' performance under this agreement.

SECTION 3. MISSION and GOALS

The mission of the SRO Program is the reduction and prevention of school-related violence and crimes committed by juveniles and young adults and to build relationships between law enforcement and the youth community. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning a Law Enforcement Officer as an SRO, who is employed by the Police Department to the District facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators/staff and parents. Goals of the SRO Program include, but are not limited to:

1. Reducing incidents of school violence and crime;
2. Maintaining a safe and secure environment on school grounds;
3. Reducing criminal offenses committed by juveniles and young adults;
4. Establishing a rapport between the SRO and the student population; and
5. Establishing a rapport between the SRO and parents, faculty, staff and administrators.

Moreover, the SRO's will establish a trusting channel of communication with students, parents and school staff. The SRO's will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for others, and a sincere concern for the school community. The SRO's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO's can serve as confidential sources of informal counseling for students and parents concerning problems they face, as well as providing information on community resources available to them.

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). Under this framework, each SRO is first and foremost a law enforcement officer for the Police Department. Additionally, the SRO's are extensions of the school administration and will be recognized as school officials. The SRO's shall be responsible for carrying out all duties and responsibilities of law enforcement officers and shall remain at all times under the control, through the chain of command, of the Police Department. All acts of commission or omission shall conform to the guidelines of the Police Department directives. Although the SRO's may assist with the enforcement of the District's code of conduct, discipline related to such matters is the responsibility of District teachers and administrators.

Although the SRO's have been placed in a formal educational environment, they are not relieved of the official duties as enforcement officers. The SRO's shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Montana state law and department policy.

The SRO's, the Police Department, and/or appropriate prosecuting agencies will have the final decision on whether criminal charges shall be filed. The Police Department reserves the right to temporarily remove the SRO's in the event that it determines, in its sole discretion, that additional officers are needed during a critical incident or natural disaster.

SECTION 4. DUTIES AND RESPONSIBILITIES

- A. The responsibilities of the SRO's include but are not be limited to:
1. Act as employees of the Police Department and be subject to the administration, supervision and control of the Police Department;
 2. Abide with all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this AGREEMENT;
 3. Enforce criminal law and protect the students, staff, and public at large against criminal activity. School authorities and the parents of any student criminally charged shall be notified as quickly as possible by the SRO's;
 4. Complete reports and investigate crimes and conduct follow-up investigations as assigned by the SRO supervisors;
 5. Abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the District. The SRO's will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight;
 6. Be highly visible throughout the campus, yet be unpredictable in their movements. For officer safety reasons, the SRO's shall not establish any set routine, which allows predictability in their movements and their locations;
 7. Confer with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities;
 8. Provide information concerning questions about law enforcement topics to students and staff;

9. Attend law enforcement agency in-service trainings as required. Reasonable attempts will be made to schedule such trainings to minimize SRO absence from school on an instructional day;
10. Attend meetings of parent and faculty groups to improve their understanding of the SRO Program and to promote awareness of law enforcement functions;
11. Be familiar with community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make recommendations to the families when appropriate;
12. Act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property;
13. Be involved in school discipline but only when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO's will assist in resolving the problem to preserve the school climate. Regarding school code violations that disrupt the school learning environment, the SRO's will take the student to a school administrator's office for discipline to be meted out by school officials;
14. Share information with the school administrator(s) about persons and conditions that pertain to all District campus safety concerns;
15. Wear business casual attire with appropriate logos and/or badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department;
16. Wear Police Department authorized duty weapons in accordance with Police Department policy;
17. Not transport students in Police Department vehicles except when in the SRO's judgment, the students are victims of a crime, under arrest, or some other unique circumstances exist;
18. As soon as reasonably possible, in the event an SRO is absent from work, notify his or her supervisor in the Police Department and the principal of the school(s) to which the SRO is assigned; and
19. At the School Administrator's request, take appropriate law enforcement action against unwanted guests or trespassers who may appear at the school and school related functions, to the extent that the SRO's may do so under the authority of the law.

B. The responsibilities of the Police Department SRO supervisors include but are not limited to:

1. Coordinate work assignments of the SRO's;
2. Ensure SRO's compliance with Police Department directives;
3. Coordinate scheduling and work hours of the SRO's (Vacation requests, sick leave, etc.). It is the intent of the parties that the SRO's duty hours shall conform to the school day;
4. Work with the schools to make any needed adjustments to the SRO program throughout the school year;
5. Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the schools designated contact person during the evaluation process;
6. In their sole discretion, as agents of the Police Department, hire, discharge, and discipline SRO's; and
7. Serve as liaisons between the Police Department and District Administrators in order to resolve matters of mutual concern.

c. The responsibilities of the District Administrators and staff include but are not limited to:

1. Provide the SRO's with private, appropriately furnished office space at the assigned primary school that can be secured. This may include but is not limited to desks with drawers, chairs, filing cabinets for files and records which can be properly locked and secured, telephones and computers;
2. Seek input from the SRO's regarding criminal justice problems relating to students and site security issues;
3. Notify the SRO's as soon as reasonably possible when school personnel discover weapons, drugs, alcohol, or other illegal contraband on school property. Even if the possession of the contraband is not prohibited by federal, state or local laws or regulations, if the possession of the contraband is a violation of District policy or the student handbook, the contraband may be confiscated and turned over to the SRO's to be properly secured and/or disposed of;
4. Timely notify the SRO's with the names of specific individuals who are not allowed on school property, and shall notify the SRO's of any anticipated parental problems resulting from disciplinary action taken against a student;

5. Work cooperatively with the Police Department to make any needed adjustments to the SRO Program throughout the year;
6. Allow SRO's to view records maintained by the school (Power School, Mileposts) as deemed necessary in the course of their official duties. The SRO's will maintain the same level of confidentiality with regards to school records as they would with any police records, which is dictated by Police Department policy and applicable law; and
7. Consider as hours worked under this AGREEMENT, time spent by SRO's attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO.

SECTION 5. NON-DISCRIMINATION

The parties agree that in the performance of this AGREEMENT, they will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

SECTION 6. DEFAULT AND TERMINATION

If either party fails to comply with any condition of this AGREEMENT at the time or in the manner provided for, the other party, at its option, may terminate this AGREEMENT and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this AGREEMENT.

SECTION 7. APPLICABILITY

This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

SECTION 8. BINDING EFFECT

This AGREEMENT and all of the covenants hereof shall inure to the benefit and be binding upon the City and the District respectively and their successors, assigns and legal representatives. Neither the City nor the District shall have the right to assign or transfer their interest or obligations hereunder without written consent of the other party.

SECTION 9. AMENDMENTS

Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by the persons duly authorized on the _____ day of _____, 2019.

EXECUTED BY:
GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By: _____

Print Name: Brian Patrick

Print Title: Director of Business Operations

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By: _____

Print Name: Brian Patrick

Print Title: Director of Business Operations

CITY OF GREAT FALLS, MONTANA

Greg Doyon
City Manager
City of Great Falls

ATTEST:

Lisa Kunz, City Clerk (SEAL OF THE CITY)

APPROVED AS TO FORM*:

By: _____
Sara Sexe, City Attorney

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



Item: Change Order No. 1: Electric City Water Park Bath House Restoration and Remodel, Office File 1740.1.

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider and Approve Change Order No. 1.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Change Order No. 1 in the amount of \$55,832.44 to Wadsworth Builders for the Electric City Water Park Bath House Restoration and Remodel project, and authorize the City Manager to execute the change order.”

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

Staff Recommendation: Approve Change Order No. 1.

Summary: The Parks and Recreation Department in partnership with the Engineering Division requests approval of a construction change order for work that accumulated throughout the renovation process at the Electric City Water Park Bath House. Discoveries were made during the demolition phase of construction that required plumbing, framing and finish related changes to the project.

Background:

Significant Impacts

Renovation improvements were implemented with this construction contract to ensure that the Electric City Water Park Bath House facility can remain open for many years to come, providing recreational, social and fitness opportunities to the surrounding LMI neighborhoods as well as the community as a whole. Furthermore, the entrance, reception area, locker rooms, rest rooms and showers did not meet ADA requirements making use of the facility challenging. The project will enable the disabled community to take advantage of the same opportunities that are available to the general community.

This Change Order addresses the additional effort required to complete construction after unexpected conditions were encountered during demolition when existing wall finishes were removed and existing plumbing and framing was exposed. These elements were found to be in much worse condition than originally anticipated and new finish products and methods had to be implemented to achieve an

acceptable finished product per facility building standards. The changes did not require that any additional contract time be awarded.

Workload Impacts

Design phase services were completed by the City's consultant, Nelson Architects, under the direction of the Parks and Recreation Department. The City Engineering Division handled invoice processing and general contract management with the consultant and the contractor.

Purpose

This Change Order accounts for the additional funding needed to cover the labor and material costs associated with the attached Construction Change Directives.

Evaluation and Selection Process

Two (2) bids were received on February 6, 2019, with the bid prices ranging from \$617,400.00 to \$751,638.00. Wadsworth Builders Company submitted the low bid and the City awarded them the construction contract on February 19, 2019.

Conclusion

City staff recommends approving Change Order No. 1 for the Electric City Water Park Bath House Restoration and Remodel to Wadsworth Builders Company in the amount of \$55,832.44. The value of the contract will increase from \$617,400.00 to \$673,232.44, a nine percent increase.

Fiscal Impact:

The attached documents summarize the costs associated with this Change Order. The increase to the project cost will be funded through additional Community Development Block Grant funding.

Alternatives:

The City Commission could vote to deny this Change Order.

Attachments/Exhibits:

Change Order No. 1 Summary
Construction Change Directives 1-4

CHANGE ORDER

No. 1

DATE OF ISSUANCE July 18, 2018 EFFECTIVE DATE August 6, 2018

OWNER City of Great Falls

CONTRACTOR Wadsworth Builders Company, Inc.

Contract: ECWP Bath House Restoration and Remodel O.F. 1740.1

OWNER'S Contract No. O.F. 1740.1 ENGINEER'S Contract No. N/A

You are directed to make the following changes in the Contract Documents.

Description: Construction Change Directives (CCD's) #1-4 (attached).

Reason for Change Order: Unforeseen construction changes

Attachments: (CCD's #1-4)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price S <u>617,400.00</u>	Original Contract Times Substantial Completion: <u>91 days</u> Ready for final payment: <u>6-7-19</u> days or dates
Net changes from previous Change Orders No. <u>1</u> to <u>3</u> S <u>0</u>	Net change from previous Change Orders No. <u>1</u> to No. <u>3</u> <u>0</u> days
Contract Price prior to this Change Order S <u>617,400.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>91 days</u> Ready for final payment: <u>6-7-19</u> days or dates
Net Increase (decrease) of this Change Order S <u>55,832.44</u>	Net Increase (decrease) of this Change Order <u>0</u> days
Contract Price with all approved Change Orders S <u>673,232.44</u>	Contract Times with all approved Change Orders Substantial Completion: <u>91 days</u> Ready for final payment: <u>6/7/19</u> days or dates

RECOMMENDED:

By: [Redacted]
Engineer (Authorized Signature)

Date: 7/23/19

APPROVED:

By: [Redacted]
Owner (Authorized Signature)

Date: 7/23/19

ACCEPTED:

By: [Redacted]
Contractor (Authorized Signature)

Date: 7-24-19

Change Order No. 1 (page 2)
Date: July 23, 2019
Agreement Date: August 6, 2019

Project: ECWP Bath House Renovation and Remodel, O.F. 1740.1

Approvals Required:

Approved by:

Greg Doyon, City Manager

Attest:

Lisa Kunz, City Clerk

(Seal of the City)

Approved as to Form:

Sara Sexe, City Attorney



Nelson architects

Project:
Electric City Water Park
Bath House Restoration & Remodel

Directive Number: 1

Date: 4-1-2019

To Contractor:
Wadsworth Builders

Project Number: 18-050

You are hereby authorized to make the following scope of work change(s) in this Contract, which will be paid for under the Miscellaneous Bid Item included in the project Base Bid:

<u>Change Proposal #1:</u>	
Delete FRP & Add plaster prep and GraniTex coating	\$41,232.68
<u>Change Proposal #3:</u>	
Add egress gate to project per City permit review	\$ 4,270.66
<u>Change Proposal #4:</u>	
Add additional asbestos testing to wall in CP#1 above	\$ 353.63
<u>Change Proposal #5:</u>	
Change to ADA style benches in locker room	\$ 970.12
<u>Change Proposal #6:</u>	
Add additional framing, shoring & header rebuild	\$ 1,383.86
<u>Change Proposal #7:</u>	
Deduct paint and ceiling work in storage room & office	\$ (486.00)
Total	\$ 47,724.95

Proposed Adjustments:

The proposed basis of adjustment leaves a balance of **\$2,275.05** in the Original Contract Sum for ^{MISC. WORK *ng*} changes.

The Contract Time is proposed to be adjusted at a time amount yet to be determined pending issuance of revised project construction schedule.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective immediately as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Architect: Nelson Architects

Owner: City of Great Falls

Contractor: Wadsworth Builders

By: 

By: 

By: 

Ryan Smith

Mikaela Schultz

Colton Fatz

Date: 4-1-19

Date: 4/1/19

Date: 4-2-19



Nelson architects

Project:
Electric City Water Park
Bath House Restoration & Remodel

Directive Number: 2

Date: 4-25-2019

To Contractor:
Wadsworth Builders

Project Number: 18-050

You are hereby authorized to make the following scope of work change(s) in this Contract, which will be paid for under the Miscellaneous Bid Item included in the project Base Bid & Change Order #1:

Change Proposal #8:

Add CMU clock courses to Men's Shower area \$ 884.06

Change Proposal #9:

Core drill for toilet flange relocation in Women's Restroom \$ 649.50

Change Proposal #10 (Revised):

City & plumbing review changes \$ 40,693.99

Change Proposal #11:

Added floor & tile leveling in Women's Locker Room \$ 1,084.45

Total \$ 43,312.00

Proposed Adjustments:

The proposed basis of adjustment will deplete the miscellaneous fund amount of **\$2,275.05** in the Original Contract Sum for changes and will require a change order for the balance in the amount of **\$41,036.95**.

The Contract Time is proposed to be adjusted at a time amount yet to be determined pending issuance of revised project construction schedule.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective immediately as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Architect: Nelson Architects

Owner: City of Great Falls

Contractor: Wadsworth Builders

By: 

By: 

By: 

Ryan Smith

Mikaela Schultz

Colton Fatz

Date: 4/25/19

Date: 4/25/19

Date: 4-25-2019



Nelson architects

Project:
Electric City Water Park
Bath House Restoration & Remodel

Directive Number: 3

Date: 5-22-2019

To Contractor:
Wadsworth Builders

Project Number: 18-050

You are hereby authorized to make the following scope of work change(s) in this Contract, which will be paid for under the Miscellaneous Bid Item included in the project Base Bid & Change Order #1:

<u>Change Proposal #12:</u>	
Civil details not included in bid price	\$ 2,298.56
<u>Change Proposal #14:</u>	
Add swing-up grab bar in Men's RR	\$ 411.31
<u>Change Proposal #15:</u>	
Add rubber base not included in bid price	\$ 1,196.32
Total	\$ 3,906.19

Proposed Adjustments:

The proposed basis of adjustment along with (CCD #1 & #2) has depleted the miscellaneous fund amount of \$50,000.00 in the Original Contract Sum for changes. This puts the current change order amount to the project at **\$44,943.14**.

The Contract Time is proposed to be adjusted at a time amount yet to be determined pending issuance of revised project construction schedule.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective immediately as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Architect: Nelson Architects

Owner: City of Great Falls

Contractor: Wadsworth Builders

By: 

By: 

By: 

Ryan Smith

Mikaela Schultz

Colton Fatz

Date: 5/23/19

Date: 5/22/19

Date: 5-22-2019



Nelson architects

Project:

Electric City Water Park
Bath House Restoration & Remodel

Directive Number: 4

Date: 6-27-2019

To Contractor:

Wadsworth Builders

Project Number: 18-050

You are hereby authorized to make the following scope of work change(s) in this Contract:

Change Proposal #13:

Granitex painting \$ 6,740.09

Change Proposal #17:

Addition tile base & floor leveling \$ 2,151.22

Change Proposal #18:

Addition signage \$ 225.15

Change Proposal #19:

Add PVC jacket to insulated pipes \$ 1,772.84

Total \$10,853.30

Proposed Adjustments:

The proposed basis of adjustment has depleted the miscellaneous fund amount of \$50,000.00 in the Original Contract Sum for changes. This puts the current change order amount to the project at **\$55,796.44**.

The Contract Time is proposed to be adjusted at a time amount yet to be determined pending issuance of revised project construction schedule.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective immediately as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Architect: Nelson Architects

Owner: City of Great Falls

Contractor: Wadsworth Builders

By: 

By: Mikaela Schultz

By: _____

Ryan Smith

Mikaela Schultz

Colton Fatz

Date: _____

Date: 6/27/19

Date: _____



Item: Change Order No. 1: 2019 CDBG ADA Handicap Ramps and Sidewalk, Office File 1715.4.

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider and Approve Change Order No. 1.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Change Order No. 1 in the amount of \$20,400.00 to Kuglin Construction for the 2019 CDBG ADA Handicap Ramp and Sidewalk project, and authorize the City Manager to execute the change order.”

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

Staff Recommendation: Approve Change Order No. 1.

Summary:

The Engineering Department requests approval of a construction change order that will provide additional material to complete the awarded scope of work on the 2019 Community Development Block Grant (CDBG) Americans with Disabilities Act (ADA) compliant handicap ramps and sidewalk project. This project was initiated to provide an ADA accessible route and improve the public right of way in a Low to Moderate Income (LMI) area as identified by the CDBG census. The project area was identified using CDBG census information, the ADA Public Right of Way Transition Plan handicap ramp replacement schedule, and stakeholder input. Existing non-compliant curb ramps and alley aprons are being replaced along 13th Street North from 2nd Avenue to 5th Avenue North, to create a route from the C.M. Russell Museum and surrounding neighborhoods, to a city park and an existing accessible route running east to west along 2nd Avenue North.

Background:

Significant Impacts

This Change Order addresses the need for additional construction material to complete trench work associated with street drainage improvements within the CDBG awarded project scope. These changes will require that ten days of additional contract time be awarded. The additional construction material will be used to fill trenches that will be cut in the street to complete storm drain inlet work in two

intersections. There will be 6 trenches total, 3 in each intersection. Approximately 250 lineal feet of storm drain pipe will be installed. Each of the trenches will be filled to street grade with approximately 170 cubic yards of trench backfill. This change order addresses \$20,400.00 in payment for this trench backfill amount. The trench backfill was underestimated in the original construction contract.

Workload Impacts

Design phase engineering, plans and specifications were completed by the City engineering staff. City engineering staff have also provided construction phase engineering services and project inspection.

Purpose

This Change Order accounts for the additional funding needed to cover costs for 170 cubic yards of additional trench backfill material.

Evaluation and Selection Process

Three (3) bids were received on June 19, 2019 with the bid prices ranging from \$153,190.00 to \$194,775.00. David W. Kuglin Construction submitted the low bid and was awarded the project on July 16, 2019.

Conclusion

City staff recommends approving Change Order No. 1 for the 2019 CDBG ADA Handicap Ramps and Sidewalk, to David W. Kuglin Construction in the amount of \$20,400.00. The value of the contract will increase from \$153,190.00 to \$173,590.00. The contract time will also be increased by ten days to allow additional time to complete the work associated with the construction material.

Fiscal Impact:

The attached documents summarize the costs associated with this Change Order. The increase to the project cost will be funded through additional awarded Community Development Block Grant funds.

Alternatives:

The City Commission could vote to deny this Change Order.

Attachments/Exhibits:

- O.F. 1715.4 Change Order No. 1
- O.F. 1715.4 Change Order Breakdown Spreadsheet
- Vicinity Map

CHANGE ORDER

No. 1

DATE OF ISSUANCE July 23, 2018 EFFECTIVE DATE August 6, 2018

OWNER City of Great Falls

CONTRACTOR David Kuglin Construction, Spectrum – Charter Communications

Contract: 2019 CDBG ADA Handicap Ramps and Sidewalk, O.F. 1715.4

OWNER'S Contract No. O.F. 1715.4 ENGINEER'S Contract No. N/A

You are directed to make the following changes in the Contract Documents.

Description: Costs as shown on the project itemized spreadsheet (attached)

Reason for Change Order: Underestimated construction costs and unforeseen utility conflicts.

Attachments: (Project Itemized Spreadsheet, O.F. 1715.4)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>153,190.00</u>	Original Contract Times Substantial Completion: <u>35</u> days Ready for final payment: <u>9/2/19</u> days or dates
Net changes from previous Change Orders No. _____ to _____ \$ <u>0</u>	Net change from previous Change Orders No. _____ to No. _____ <u>0</u> days
Contract Price prior to this Change Order \$ <u>153,190.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>35</u> days Ready for final payment: <u>9/2/19</u> days or dates
Net Increase (decrease) of this Change Order \$ 50,500.00 <u>20,400.00</u> [REDACTED]	Net Increase (decrease) of this Change Order <u>10</u> days [REDACTED]
Contract Price with all approved Change Orders \$ <u>203,609.00</u>	Contract Times with all approved Change Orders Substantial Completion: <u>45</u> days Ready for final payment: 9/2/19 <u>9/13/19</u> days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 7/24/19

APPROVED:
By: _____
(Authorized Signature)
Date: 7/24/19

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 7-25-19

Change Order No. 1 (page 2)
Date: July 23, 2019
Agreement Date: August 6, 2019

Project: 2019 CDBG ADA Handicaps Ramps and Sidewalk, O.F. 1715.4

Approvals Required:

Approved by: _____
Greg Doyon, City Manager

Attest: _____
Lisa Kunz, City Clerk

(Seal of the City)

Approved as to Form: _____
Sara Sexe, City Attorney

Project Bid Tab and Change Orders to Date
 2019 CDBG ADA Handicap Ramps and Sidewalk, O.F. 1715.4
 6/27/2019

Item #	Discription of Pay Items	Est Qty	Unit	Project Awarded to Kuglin							
				Engineers Estimate		United Materials		Kuglin Construction		M.R.T.E	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
101	Curb and Gutter	700	LF	\$42.00	\$29,400.00	\$50.00	\$35,000.00	\$36.00	\$25,200.00	\$40.00	\$28,000.00
102	4" Concrete Sidewalk (R&R)	1800	SF	\$8.00	\$14,400.00	\$7.50	\$13,500.00	\$7.50	\$13,500.00	\$7.25	\$13,050.00
103	6" Reinforced Concrete Sidewalk (R&R)	3700	SF	\$10.00	\$37,000.00	\$11.00	\$40,700.00	\$9.50	\$35,150.00	\$9.25	\$34,225.00
104	Truncated Domes	24	EA	\$250.00	\$6,000.00	\$250.00	\$6,000.00	\$260.00	\$6,240.00	\$225.00	\$5,400.00
105	Irrigation Remove and Reset	1	LS	\$1,200.00	\$1,200.00	\$4,225.00	\$4,225.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
106	Sod	3700	SF	\$2.00	\$7,400.00	\$3.00	\$11,100.00	\$2.00	\$7,400.00	\$2.00	\$7,400.00
107	Sub-Base Course	40	EA	\$40.00	\$1,600.00	\$55.00	\$2,200.00	\$50.00	\$2,000.00	\$50.00	\$2,000.00
108	Traffic Control	1	LS	\$2,400.00	\$2,400.00	\$8,200.00	\$8,200.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
109	Type I Curb Inlet with Concrete Apron	8	EA	\$1.00	\$8.00	\$3,700.00	\$29,600.00	\$3,000.00	\$24,000.00	\$3,300.00	\$26,400.00
110	12" SDR 35 PVC (includes removal of 8" pipe)	270	LF	\$90.00	\$24,300.00	\$65.00	\$17,550.00	\$60.00	\$16,200.00	\$90.00	\$24,300.00
111	Flowable Fill	30	CY	\$120.00	\$3,600.00	\$150.00	\$4,500.00	\$120.00	\$3,600.00	\$100.00	\$3,000.00
112	Remove and Replace Trees	3	EA	\$1,000.00	\$3,000.00	\$2,400.00	\$7,200.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00
113	Miscellaneous Work	15000	Unit	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00
Total				\$145,308.00		\$194,775.00		\$153,190.00		\$167,675.00	

Contract Price Awarded to Contractor \$153,190.00
 Less CDBG Moneys Already Awarded \$123,000.00
 Difference Between Construction Price and Awarded Funding **\$30,190.00 ***

Construction Change Orders to Date

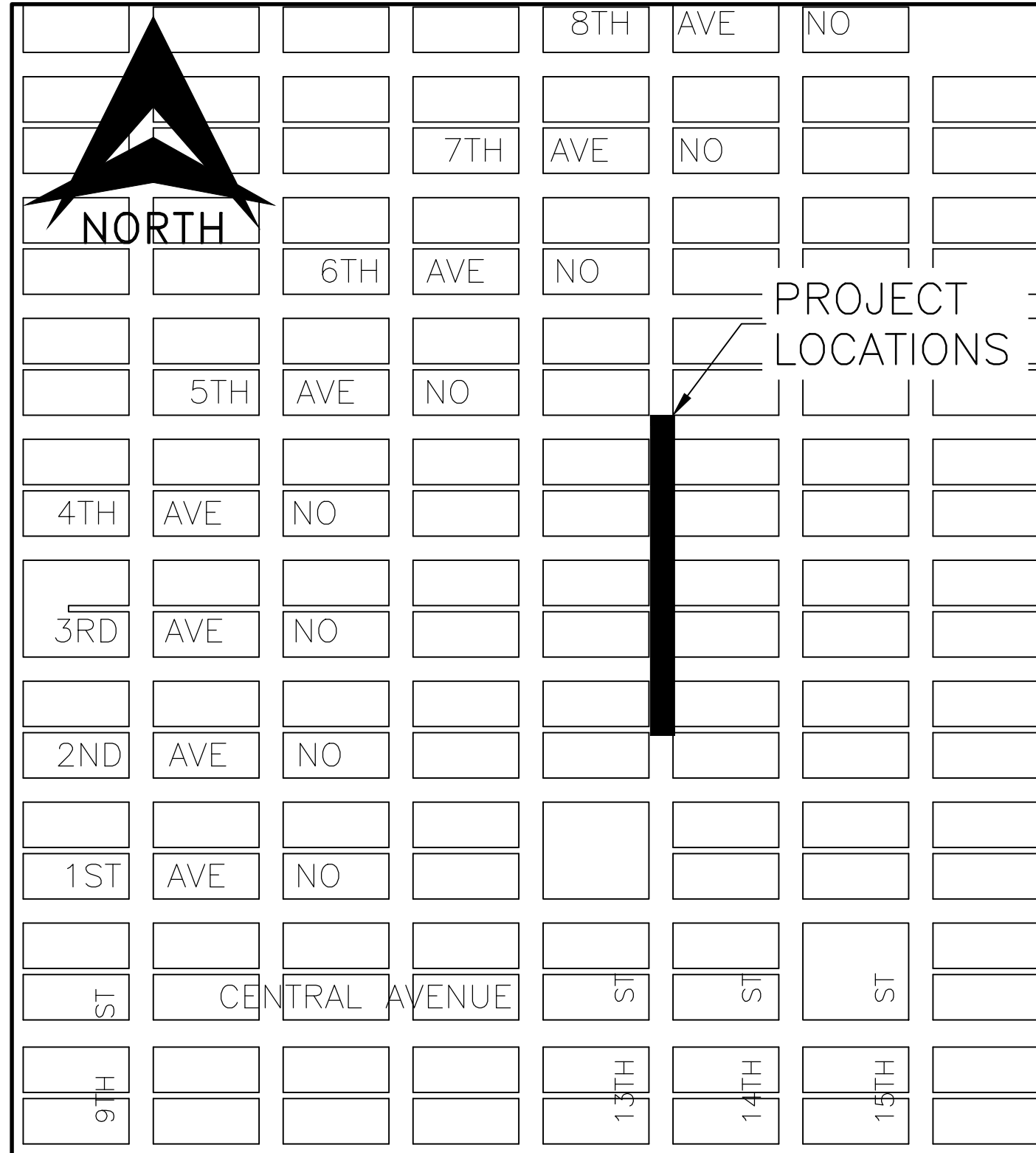
CCD 1 - 114	Additional Flowable Fill	170	CY	\$120.00				\$120.00	\$20,400.00		
CCD 2	Charter Communications Cable- Relocate	1	LS	\$25,000.00				\$25,000.00	\$25,000.00		

Total Change Orders to Date **\$45,400.00 ***

*CDBG Moneys Being Applied for in Current Application **\$75,590.00**

*Grant moneys being applied for in this application (\$75,600.00, an approximation of the yellow highlighted number) is a sum of the bolded and stared numbers. CDBG project funding already awarded is highlighted in green.

VICINITY MAP



SHEET 1 of 1	CITY OF GREAT FALLS PUBLIC WORKS DEPARTMENT			DESIGN BY : MLS	CHECKED BY : RJB	SCALE AS SHOWN	REVISED :
	OF 1715.4 2019 ODBG ADA HANDICAP RAMPS			DRAWN BY : TND	APPROVED BY : RJB	DATE : 06/24/2019	AS-BUILT :



Item: Sale of approximately 152 square feet of property located at 731 6th Street NW (Fire Station #2 property) to the Montana Department of Transportation for right-of-way purposes.

From: Planning & Community Development

Initiated By: Montana Department of Transportation

Presented By: Joseph Cik, Assistant City Attorney

Action Requested: Authorize the sale of approximately 152 square feet of City-owned property to the Montana Department of Transportation for right-of-way purposes.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the sale of approximately 152 square feet of City owned property located at 731 6th Street NW in the amount of \$2,200 to the Montana Department of Transportation for right-of-way purposes.”

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

(OCCGF requires any sale to be approved by at least a four fifths (4/5) vote of the City Commission.)

Staff Recommendation:

Approve sale of City property to the Montana Department of Transportation for right-of-way purposes.

Summary:

The Montana Department of Transportation has requested to purchase a small portion of the property described as a portion of Mark XF in the NE1/4 SW1/4, Section 2, Township 20 North, Range 3 East, located at 731 6th Street NW (Fire Station #2) at the southeast corner of 6th Street Northwest and the Northwest Bypass, and more particularly described in the attached Deed of Conveyance. The Montana Department of Transportation would like to purchase the land to accommodate right-of-way needs relating to an intersection improvement project at the corner of 6th Street Northwest and the Northwest Bypass.

Background:

The Montana Department of Transportation is designing a safety-related project at the corner of 6th St NW and the Northwest Bypass. The project will modify the left turn offsets on the Northwest Bypass, with striping and curb removal to reduce the chance for left-turn, opposite-direction crashes. Along with this, the corner ADA ramps and traffic signals will be upgraded to current standards.

Occasionally, to safely construct a project to current standards, the Montana Department of Transportation requires additional right-of-way to accommodate the necessary improvements. In this instance, a small portion of the subject property is needed to allow for installation of compliant facilities for citizens with disabilities (an ADA ramp) at the southeast corner of 6th St. NW and the Northwest Bypass, adjacent to Fire Station #2.

In compliance with the Official Code of the City of Great Falls (OCCGF), Title 3, Chapter 4, “Real and Personal Property Sale, Trade or Lease,” the City has published a notice of public hearing to consider the sale. The August 6 public hearing was set by the City Commission at its July 16, 2019 meeting, and noticed in the *Great Falls Tribune* on July 21, 2019.

Although the City may transfer public land to another governmental entity without payment, the Montana Department of Transportation has performed a fair market valuation for the subject property, using nearby comparable sales, and has offered fair market value for the land. Because the land is going to another governmental entity for a public purpose, the land is not required to be made available for a competitive bidding process (OCCGF 3.04.080). Additionally, OCCGF requires any sale to be approved by at least a four fifths (4/5) vote of the City Commission.

The size and location of the property proposed for sale is shown in more detail on the attached Bargain and Sale Deed.

Fiscal Impact:

The sale of the property will result in a payment of \$2,200 to the City of Great Falls. There will be no costs to the City associated with the sale, other than the cost to advertise the public hearing.

Alternatives: The City could deny the sale, and the Montana Department of Transportation could choose to pursue eminent domain to secure the necessary property or elect to forego construction of the project.

Concurrences: The Planning and Community Development Department has reviewed the valuation methodology and has concluded that the proposed purchase amount is fair and based upon market comparisons. Planning staff supports the sale as necessary for public benefit, and has worked extensively with the City’s Legal Department during the consideration of the sale. Additionally, the Great Falls Fire/Rescue Department has no objections to the sale, and has determined the sale will have no adverse impact upon operations at Fire Station #2.

Attachments/Exhibits:

- Bargain and Sale Deed (with map exhibit)
- Photos of SE corner of 6th St NW & NW Bypass

**State of Montana
Department of Transportation**

Right-of-Way Bureau
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

R/W ID.: HSIP 5201(27) Parcel No.: 3 County: Cascade
Designation: SF 139-6th St/NW Bypass Sfty
Project No.: 8623-027-000

Bargain and Sale Deed

This Deed, made this _____ day of _____, 20____, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid, the receipt of which is acknowledged, **witnesses that**,

The City of Great Falls, Montana
PO Box 5021
Great Falls, MT 59403

does hereby **grant, bargain, sell** and **convey** to the **Montana Department of Transportation** the following-described real property:

Parcel No. 3 on Montana Department of Transportation Project HSIP 5201(27), as shown on the Right-of-Way plan for said project recorded in the office of the County Clerk and Recorder of Cascade County, Montana. Said parcel is also described as a tract of land in the NW¹/₄SW¹/₄ of Section 2, Township 20 North, Range 3 East, P.M.,M., Cascade County, Montana, as shown by the shaded area on the plat, consisting of 1 sheet attached hereto and made a part hereof, containing an area of 152 sq. ft., more or less.

Excepting and reserving to Grantor(s), however, all gas, oil and minerals beneath the surface of the above-described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right, the surface thereof shall not be disturbed, interfered with or damaged. This exception and reservation does not include sand, gravel and other road building materials, which are conveyed by this Deed.

Further excepting and reserving unto the Grantor(s), its successors and assigns, all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia of water, water right and ditch ownership, or any interest therein appurtenant to the land described therein, save and except groundwater for the use, benefit and purposes of the Grantee(s).

To have and to hold the above-described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the Montana Department of Transportation, and to its successors and assigns forever.

This Deed was executed on the date of its last acknowledgment.

_____ as _____ of _____
(Signature) (Type of Authority) (Name of Entity)

_____ as _____ of _____
(Signature) (Type of Authority) (Name of Entity)

_____ as _____ of _____
(Signature) (Type of Authority) (Name of Entity)

_____ as _____ of _____
(Signature) (Type of Authority) (Name of Entity)

State of _____)
County of _____)

This instrument was acknowledged before me on _____
(date)

by _____
(name of person(s))

as _____
(type of authority, e.g., president, trustee, member, partner, etc.)

of _____
(name of entity on behalf of whom instrument was executed)

Notary Signature Line

(Seal)

Notary Printed Name

Notary Public for State of _____

Residing at: _____

My Commission Expires: _____ / _____ / 20__ __

State of _____)
County of _____)

This instrument was acknowledged before me on _____
(date)

by _____
(name of person(s))

as _____
(type of authority, e.g., president, trustee, member, partner, etc.)

of _____
(name of entity on behalf of whom instrument was executed)

Notary Signature Line

(Seal)

Notary Printed Name

Notary Public for State of _____

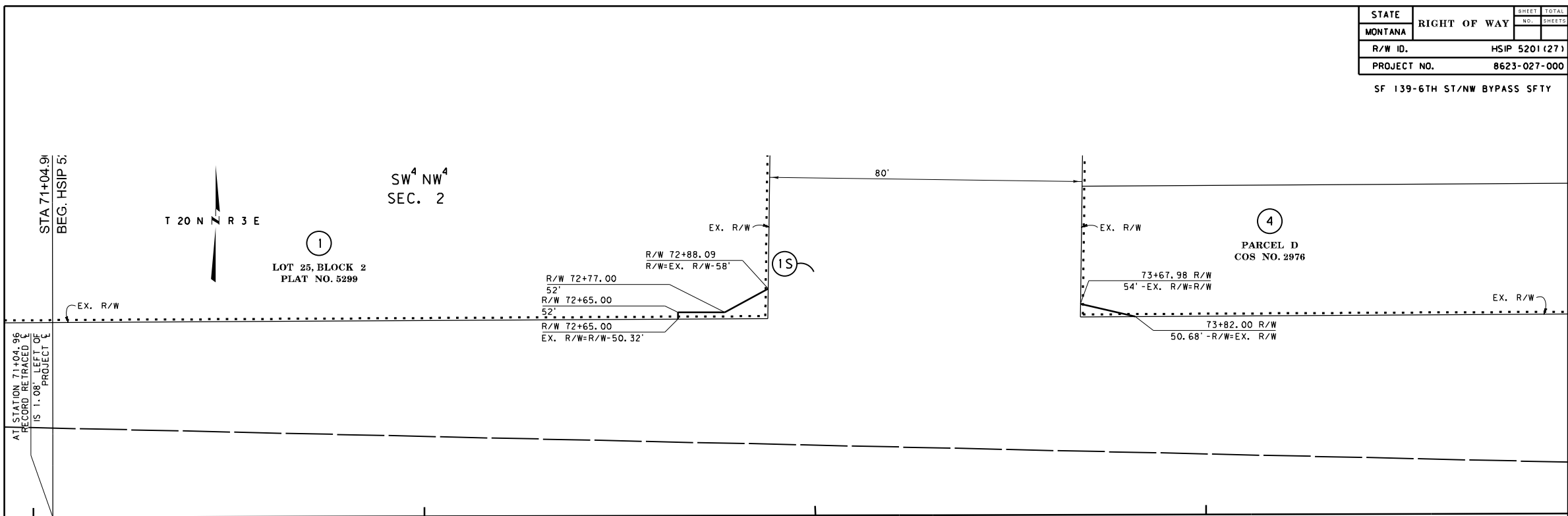
Residing at: _____

My Commission Expires: _____ / _____ / 20__ __

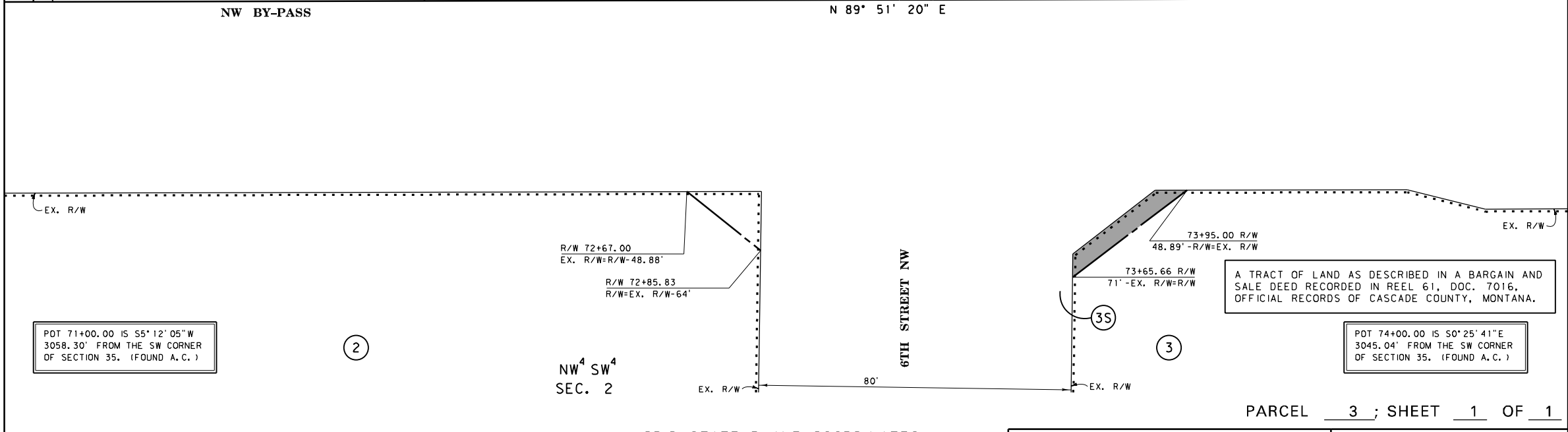
Recording Information

STATE	RIGHT OF WAY	SHEET NO.	TOTAL SHEETS
MONTANA			
R/W ID.	HSIP 5201 (27)		
PROJECT NO.	8623-027-000		

SF 139-6TH ST/NW BYPASS SFTY



NW BY-PASS N 89° 51' 20" E



SW⁴ SW⁴ SEC. 2

PARCEL 3 ; SHEET 1 OF 1

THIS PLAT IS PREPARED FROM THE MONTANA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS AND IS RECORDED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER. OFFICIAL PLANS AND EXHIBITS CAN BE FOUND AT THE DEPARTMENT OF TRANSPORTATION, HELENA, MONTANA.

- NOTES:
1. THE PROPOSED R/W LINE WHERE A SPIRAL CURVE TRANSITION IS USED IS A CHORD RATHER THAN A CONCENTRIC CURVE.
 2. ALL STATIONS AND OFFSETS FOR R/W BREAKS ARE IN REFERENCE TO THE R/W BASELINE.

GRID STATE PLANE COORDINATES
 THIS IS A STATE PLANE COORDINATE SYSTEM. ALL DIMENSIONS, DISTANCES AND AREAS ARE GRID, EXCEPT FOR THE EXISTING DIMENSION, WHICH IS RECORD.
 THE COMBINATION SCALE FACTOR IS 0.99927393

144

LEGEND	
OWNERSHIP BOUNDARY	-----
RIGHT OF WAY LINE	-----
R. R. R/W LINE	-----
CENTERLINE	-----
FULL ACCESS CONTROL	-----
LIMITED ACCESS CONTROL	-----
TRACT CONVEYED	-----
DATE PREPARED	-----
DATE REVISED	-----

MONTANA DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY EXHIBIT
 CASCADE COUNTY
 NOT TO SCALE

3	MDTA MONTANA DEPARTMENT OF TRANSPORTATION	...8623000\8623000\ROEXH001_P3.DGN
2		7/2/2019
1		8:59:13 AM u1068

PHOTOS OF SOUTHEAST CORNER OF 6TH ST NW AND NORTHWEST BYPASS





Item: Resolution 10305 to Levy and Assess the Street Maintenance District.
From: Melissa Kinzler, Finance Director
Initiated By: Annual Budget and Assessment Process
Presented By: Kirsten Myre, Budget Analyst
Action Requested: City Commission conduct public hearing and adopt Resolution 10305.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10305.”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10305 to Levy and Assess the Street Maintenance District.

Background: The Street Division maintains approximately 383 miles of streets and alleys within the city limits. Maintenance consists of pavement rehabilitation and restoration, street cleaning, snow and ice removal, alley maintenance, and the nuisance weed program. In addition, Traffic Operations are funded through the Street Division and are responsible for the maintenance of all roadway signs, signals, and pavement markings.

During the budget process, information is gathered regarding the actual and anticipated expenses of the Street District Fund, future capital projects are reviewed, and the street maintenance assessment for the next fiscal year is discussed.

After calculating all factors pertinent to the operation of the Street Maintenance District, an assessment amount for the next fiscal year is calculated, proposed and presented to the City Commission for approval. No recommendation for an increased assessment is proposed for Fiscal Year 2020. The last street maintenance increase of 10% was approved in Fiscal Year 2016.

As part of the annual budget development and adoption procedures, the Street Maintenance Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

ASSESSMENT OPTION

MCA Section 7-12-4425 states: "...The council shall pass and finally adopt a resolution specifying the district assessment option and levying and assessing all the property within the several districts..." The City uses the "assessable area" option under MCA Section 7-12-4422, to assess its street maintenance. The assessable area option defines assessable area by square footage caps. Five options for assessments exist:

Residential: Square footage caps per parcel of 12,000 square feet for residential property and properties categorized as non-profit/cemetery organizations 501(c)(13) as defined by the Internal Revenue Code.

Downtown: Downtown District shall be defined as being within an area bounded on the north by Third Alley North, on the south by Third Alley South, on the east by Tenth Street and on the west by Park Drive. Any properties located in this area with a designated residential land use code of 111, 112 or 114 shall be excluded from the District and assessed as part of the Residential District.

Mixed-Use: A 'mixed-use' category consists of property equal to or greater than 112,000 square feet but less than 50% commercially developed. For the 'mixed-use' category, the Planning & Community Development Department shall annually identify all property equal to or greater than 112,000 square feet which are 50% or less commercially developed. Those properties shall be assessed 50% commercial and 50% at capped residential.

Commercial: 1 million square foot cap for all other property. The 1 million square foot cap for all other property encourages large green areas on some private properties within the City.

Inter-Local Agreement: An "inter-local contracted maintenance" category designates properties owned by other governments or their agencies adjacent to City streets that are maintained by the other governments or their agencies. This category's assessment includes a 7.5% administrative fee as well as the annual contracted cost of maintenance. The maintenance cost portion is agreed upon by the City and the contracting entity.

Fiscal Impact: Adoption of Resolution 10305 will allow the City to fund the cost of work, improvements, and maintenance in the Street Maintenance District.

For Fiscal Year 2020, the street maintenance assessment will remain the same as Fiscal Year 2019. For an average-sized residential lot, the estimated assessment factor is \$0.014760 per square foot, or \$110.70 (7,500 sq. ft. x 0.014760 factor = \$110.70.). The estimated total assessment for the District is \$4,574,139.

Alternatives: The City Commission could choose to deny the adoption of Resolution 10305 to Levy and Assess the Street Maintenance District; however, the reduction in services for street maintenance could be hazardous to the safety and welfare of the general public.

Concurrences: Public Works staff is responsible for the operational expenses of the Street Department. Finance staff is responsible for assessing and collecting revenues necessary to carry out the operations.

Attachments/Exhibits:

- Resolution 10305

RESOLUTION NO. 10305

A RESOLUTION LEVYING AND ASSESSING THE COST OF STREET MAINTENANCE FOR STREETS AND ALLEYS IN THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

WHEREAS, creation and alteration of Street Maintenance Districts is authorized pursuant to Mont. Code Ann. Title 7, Chapter 12, Part 44; and

WHEREAS, the Great Falls City Commission did provide for street maintenance pursuant to Ordinance 1687 adopted September 7, 1971; and

WHEREAS, the City Commission did amend and expand the scope of street maintenance services pursuant to Ordinance 2584 adopted February 5, 1991; and

WHEREAS, the City Commission finds and has determined that each and every lot or parcel within said district has been or will be specially benefited by said maintenance; and

WHEREAS, the City intends to continue maintaining streets and alleys within the corporate limits of the City of Great Falls; and

WHEREAS, on July 16, 2019, the City Commission adopted Resolution 10301, Annual Budget Resolution, in which the estimated assessment for such maintenance not offset by other revenues within the Street Maintenance District was reflected as FOUR MILLION FIVE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED THIRTY NINE DOLLARS (\$4,574,139); and

WHEREAS, in accordance with Mont. Code Ann. § 7-12-4426, notice was published setting forth that Resolution No. 10305 Levying and Assessing the Cost of Street Maintenance for Streets and Alleys in the City of Great Falls, Montana, would be brought before the Great Falls City Commission for public hearing on August 6, 2019.

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

Section 1 – Maintenance Costs Assessed

The costs of maintenance, not offset by other revenues, in the Street Maintenance District, totaling FOUR MILLION FIVE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED THIRTY NINE DOLLARS (\$4,574,139) be levied and assessed upon the property in said district for the fiscal year ending June 30, 2020. The description of each lot or parcel of land within the Street Maintenance District and the respective assessments are set forth in the records of the Finance Department of the City of Great Falls, Montana, and by this reference incorporated herein as if fully set forth.

Section 2 – Maintenance Assessment Method

The percentage of the cost of maintenance for the assessable areas benefitted by the maintenance district as established in Mont. Code Ann. § 7-12-4425 shall be made as set forth in Mont. Code Ann. § 7-12-4422.

The Street Maintenance District shall be assessed according to factors based on the property classification and square footage with caps. Assessable areas within the Street Maintenance District shall be set with a square footage cap of 12,000 square feet for residential property and properties categorized as non-profit/cemetery organizations 501(c)(13) as defined by the Internal Revenue Code, and a square footage cap of one million square feet for all other property. Downtown District shall be defined as being within an area bounded on the north by Third Alley North, on the south by Third Alley South, on the east by Tenth Street and on the west by Park Drive and any properties located within this area with a designated residential land use code shall be excluded from the District. The Planning and Community Development Department shall annually identify all mixed-use property equal to or greater than 112,000 square feet which are 50% or less commercially developed. Those mixed-use properties shall be assessed 50% commercial and 50% capped residential. Inter-local Agreement shall be defined as properties owned by other governments or their agencies adjacent to City streets that are maintained by the other governments or their agencies. This category's assessment includes a 7.5% administrative fee as well as the annual contracted cost of maintenance.

No proration of the street maintenance assessment shall be made for any reason, including the fact that a particular property did not have paved streets for the entire taxable year.

Section 3 – Assessments Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2019 and May 31, 2020.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 6th day of August, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Item: Resolution 10306 to Levy and Assess the General Boulevard Maintenance District No. 3570.

From: Melissa Kinzler, Finance Director

Initiated By: Annual Budget and Assessment Process

Presented By: Kirsten Myre, Budget Analyst

Action Requested: City Commission conduct public hearing and adopt Resolution 10306.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10306.”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10306 to levy and assess the General Boulevard Maintenance District.

Background: The Park and Recreation Department, Natural Resources - Boulevard Division is responsible for the care and maintenance of over 15,000 street trees located within the General Boulevard District. Services provided within the District are pruning, removal, planting, and streetscape design.

The budget development process begins in January of each year when the Natural Resources - Boulevard Division receives its midyear financial reports. The midyear reports, and subsequent reports, are used to determine the current financial position of the department. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objective of the department.

After calculating all factors pertinent to the operation of the Natural Resources - Boulevard Division, an assessment amount for the next fiscal year is calculated, proposed and presented to the City Commission for approval. An increase of 5% has been proposed for Fiscal Year 2020 to cover increased costs of

operations (e.g. fuel, labor, equipment). The last General Boulevard Maintenance increase of 3% was approved in Fiscal Year 2019.

In order to legally provide for the necessary assessment support, State laws require City Commission hearings and passage of authorizing resolutions. MCA Sections 7-12-4102, 4176, and 4179 authorize the City Commission to create and assess the costs of work, improvements, and maintenance to the owners of property within the boundaries of such district.

As part of the annual budget development and adoption procedures, the General Boulevard Maintenance District Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

Fiscal Impact: Adoption of Resolution 10306 will allow the City to finance the costs of work, improvements and maintenance conducted each year in the General Boulevard Maintenance District.

The estimated assessment amount for the General Boulevard Maintenance District for the next fiscal year is the amount reflected in the Fiscal Year 2020 Budget. This equates to an estimated assessment of \$0.011433 per square foot, for a total of \$405,892 and will result in an assessment of \$85.75 for an average size lot of 7,500 square feet (7,500 sq. ft. x 0.011433 factor = \$85.75.) This is a yearly increase of \$4.08, or 5%, for an average lot size of 7,500 square feet.

Alternatives: The City Commission could choose to deny the adoption of Resolution 10306 to Levy and Assess the General Boulevard Maintenance District; however, the reduction in services to trim, prune, spray, and maintain the trees within the district would be harmful and devastating to the overall shelter and beauty provided by the street trees to the community.

Concurrences: Park and Recreation staff is responsible for the operation expenses of the Boulevard District Fund. Finance staff is responsible for assessing and collecting the revenues necessary to carry out the operations.

Attachments/Exhibits:

- Resolution 10306
- Map of General Boulevard Maintenance District

RESOLUTION NO. 10306

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING BOULEVARDS IN THE GENERAL BOULEVARD DISTRICT NO. 3570 OF THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

WHEREAS, the Great Falls City Commission did create a General Boulevard Maintenance District No. 3570 by Resolution 3570 on January 2, 1946; and

WHEREAS, the City Commission did amend and exclude Lots 8-14, Block 34 of Boston and Great Falls Addition, from the boundaries of the General Boulevard District by Resolution 8132 on September 1, 1987, in accordance with Mont. Code Ann. § 7-12-4335; and

WHEREAS, the City intends to continue trimming, pruning, spraying, and otherwise maintaining the trees within said district, except when such maintenance conflicts with other provisions of the Official Code of the City of Great Falls; and

WHEREAS, on July 16, 2019, the City Commission adopted Resolution 10301, Annual Budget Resolution, in which the estimated assessment for such maintenance within the General Boulevard Maintenance District No. 3570 was reflected as FOUR HUNDRED FIVE THOUSAND EIGHT HUNDRED AND NINETY-TWO DOLLARS (\$405,892); and

WHEREAS, in accordance with Mont. Code Ann. § 7-1-4127, notice was published setting forth that Resolution No. 10306 Levying and Assessing the Cost of Maintaining Boulevards in the General Boulevard Maintenance District No. 3570 would be brought before the Great Falls City Commission for public hearing on August 6, 2019.

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

Section 1 – Maintenance Costs Assessed

The cost of maintaining boulevards in General Boulevard Maintenance District No. 3570, totaling \$405,892, be levied and assessed upon the properties in said district for the fiscal year ending June 30, 2020.

Section 2 – Maintenance Assessment Method

Each lot and parcel within the district be assessed in proportion to its square footage. The procedure for determining the square footage to be assessed is the total square footage as set forth in Exhibit “A” of Resolution 6202 adopted by the Great Falls City Commission on July 22, 1968, and presently on file in the office of the City Clerk.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2019 and May 31, 2020.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 6th day of August, 2019.

Bob Kelly, Mayor

ATTEST:

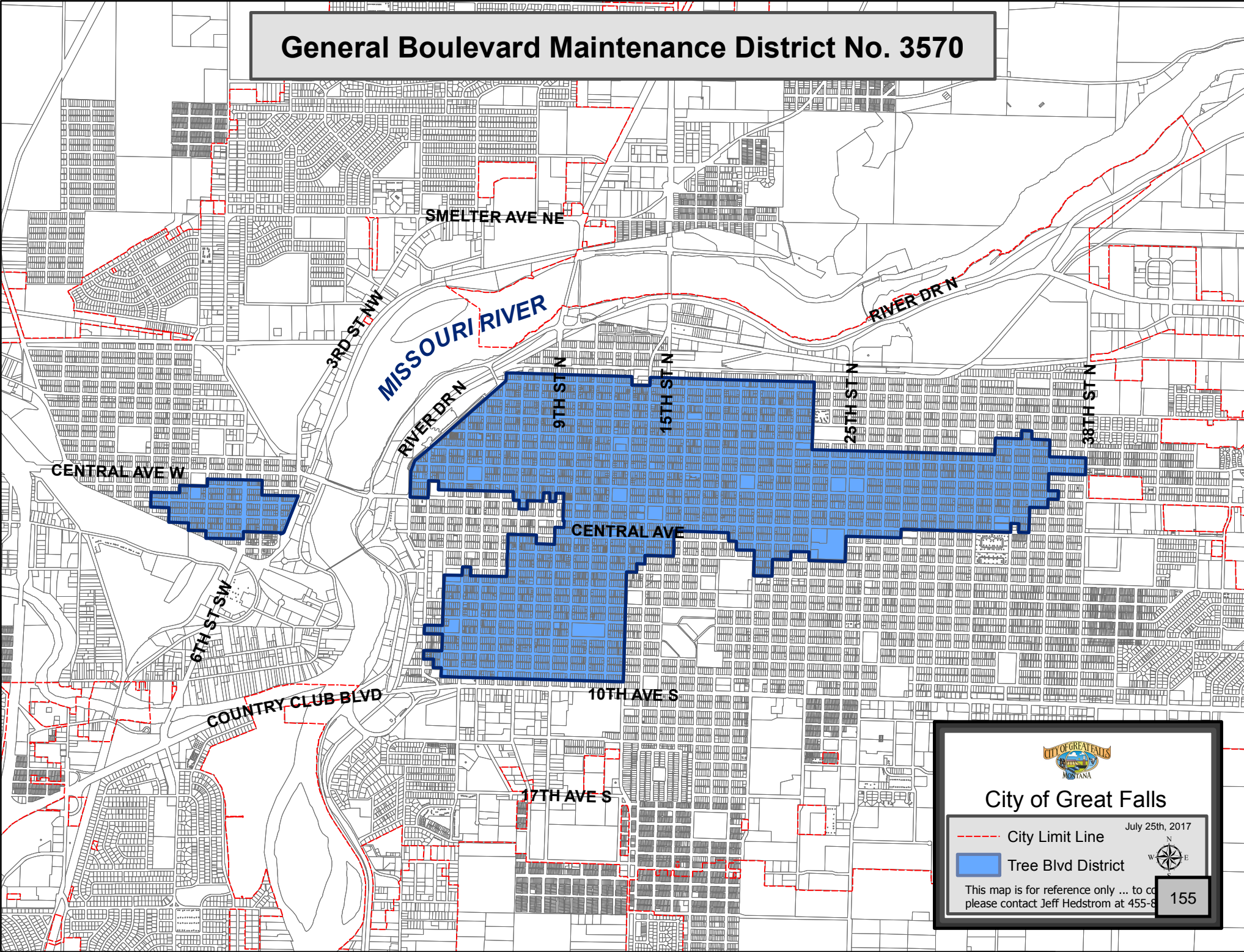
Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

General Boulevard Maintenance District No. 3570





Item: Resolution 10307 to Levy and Assess the Portage Meadows Maintenance District No. 1195.

From: Melissa Kinzler, Finance Director

Initiated By: Annual Budget and Assessment Process

Presented By: Kirsten Myre, Budget Analyst

Action Requested: City Commission conduct public hearing and adopt Resolution 10307.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10307.”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10307 to Levy and Assess the Portage Meadows Maintenance District.

Background: In February 1977, Resolution 6913 created Special Improvement Maintenance District No. 1195 for the purpose of maintaining the Green Belt of the Portage Meadows Addition. The assessment covers the costs for materials, snow removal labor, water, mowing labor, fertilizer costs and labor, aerification labor, and tree pruning, which was part of the original Planned Unit Development.

The budget development process begins in January of each year when the Park & Recreation Department receives its midyear financial reports for the Portage Meadows Fund. The midyear reports and subsequent reports are used to determine the current financial position of the department. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objective of the department.

After calculating all factors pertinent to the operation of the Portage Meadows Maintenance District, an assessment amount for the next fiscal year is calculated, proposed and presented to the City

Commissioners for approval. An increase of 5% has been proposed for Fiscal Year 2020 to cover increased costs of operations (e.g. fuel, equipment, labor, maintenance of the irrigation system). The last Portage Meadows Maintenance District increase of 7% was approved in Fiscal Year 2019.

In order to legally provide for the necessary assessment support, State laws require City Commission hearings and passage of authorizing resolutions. MCA Sections 7-12-4102, 4176, and 4179 authorize the City Commission to create and assess the costs of work, improvements, and maintenance to the owners of property within the boundaries of such district.

As part of the annual budget development and adoption procedures, the Portage Meadows Maintenance District Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

Fiscal Impact: Adoption of Resolution 10307 will allow the City to finance the cost of repairs and maintenance required each year in the Portage Meadows Maintenance District.

The estimated assessment amount for Portage Meadows Maintenance for the next fiscal year is the amount reflected in the Fiscal Year 2020 Budget. This equates to an estimated assessment of \$0.077518 per square foot, a total of \$65,252 and will result in an annual assessment of \$348.91 for an average lot of 4,501 square feet (4,501 sq. ft. x 0.077518 factor = \$348.91.) This is a yearly increase of \$16.61, or 5%, for an average size lot of 4,501 square feet.

Alternatives: The City Commission could choose to deny the adoption of Resolution 10307 to Levy and Assess the Portage Meadows Maintenance District; however, the City agreed to provide the services when the land area was donated to the City. The proposed assessment will allow for the recovery of costs incurred providing those services.

Concurrences: Park and Recreation staff members are responsible for the operational expenses for the Portage Meadows Maintenance District. Finance staff members are responsible for assessing and collecting the revenues necessary to carry out the operations.

Attachments/Exhibits:

- Resolution 10307
- Map of Portage Meadows Maintenance District

RESOLUTION NO. 10307

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING THE GREEN BELT PARK OF PORTAGE MEADOWS ADDITION IN THE CITY OF GREAT FALLS ON ALL REAL ESTATE IN SPECIAL IMPROVEMENT MAINTENANCE DISTRICT NO. 1195 FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

WHEREAS, the City Commission did create and amend Special Improvement Maintenance District No. 1195 by Resolutions 6913, 6980, and 8426 on February 15 and July 17, 1977, and July 16, 1991, respectively; and

WHEREAS, the City intends to continue maintaining the Green Belt Park of Portage Meadows Addition within Special Improvement Maintenance District No. 1195; and

WHEREAS, on July 16, 2019, the City Commission adopted Resolution 10301, Annual Budget Resolution, in which the estimated costs for the assessment of such maintenance within Special Improvement Maintenance District No. 1195 was reflected as SIXTY-FIVE THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS (\$65,252); and

WHEREAS, in accordance with § 7-1-4127, MCA, notice was published setting forth that Resolution No. 10307 Levying and Assessing the Cost of Maintaining the Green Belt Park of Portage Meadows Addition in the City of Great Falls on all Real Estate in Special Improvement Maintenance District No. 1195 would be brought before the Great Falls City Commission for public hearing on August 6, 2019.

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

Section 1 – Maintenance Costs Assessed

The cost of care and maintenance in Special Improvement Maintenance District No. 1195, totaling \$65,252, be levied and assessed upon the properties in said district for the fiscal year ending June 30, 2020.

Section 2 – Maintenance Assessment Method

There are 188 properties contained within the boundaries of Portage Meadows Special Improvement Maintenance District No. 1195. The costs per property and the property list for Portage Meadows Special Improvement Maintenance District No. 1195 are set forth in the records of the City Clerk of the City of Great Falls. Said property is generally identified as each lot or parcel of land within Portage Meadows Additions #1, #2, and #3, excluding Blocks 4, 5, and 6 of Portage Meadows #1 Addition.

Assessments may be reviewed on an annual basis and the amount may be revised according to the following formula: cost plus ten percent (10%) divided by the total square feet of all of the lots within said district times the square feet of each lot. Costs shall be for expendable material,

snow removal labor, water, mowing labor, fertilizer costs and labor, aerification labor, and tree pruning costs.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2019 and May 31, 2020.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 6th day of August, 2019.

Bob Kelly, Mayor

ATTEST:

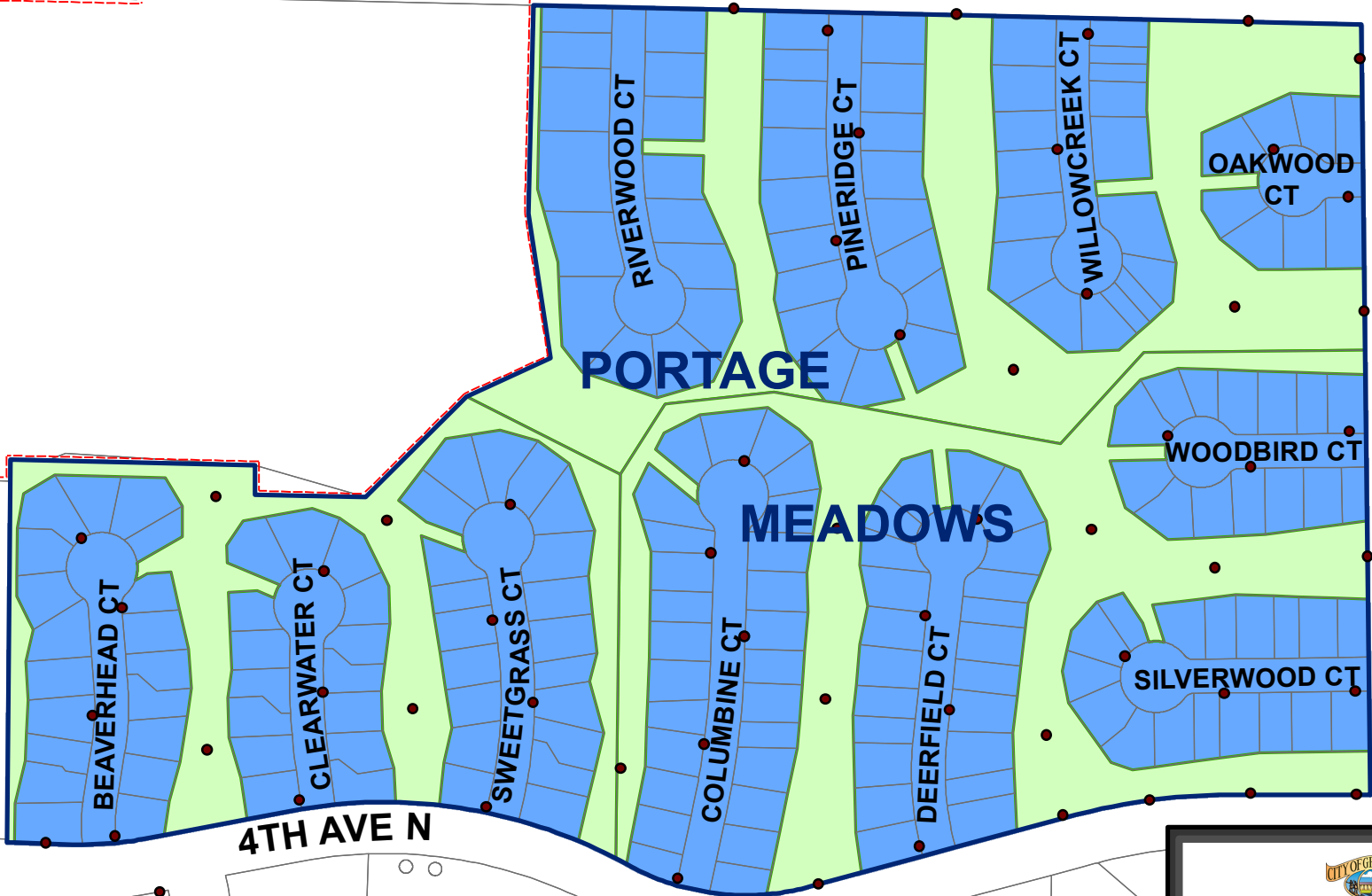
Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Portage Meadows Maintenance District No. 1195



46TH ST N

4TH AVE N

52TH ST N



City of Great Falls

June 12th, 2014

- City Limit Line
- Light Poles
- Green Belt Area
- Portage Properties



This map is for reference only ... to call please contact Jeff Hedstrom at 455-8



Item: Resolution 10308 to Levy and Assess Great Falls Park District No. 1.
From: Melissa Kinzler, Finance Director
Initiated By: Annual Budget and Assessment Process
Presented By: Kirsten Myre, Budget Analyst
Action Requested: City Commission conduct public hearing and adopt Resolution 10308.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:
 “I move that the City Commission (adopt/deny) Resolution 10308.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10308 to Levy and Assess Great Falls Park District.

Background: On June 5, 2018, the City Commission adopted Resolution 10238 creating the Great Falls Park District Number 1. The boundaries of the District are the current incorporated limits of the City, as well as all properties later annexed thereto.

The Park District's overall purpose is to utilize assessment dollars and direct those monies to:

- Maintenance, repair, replacement, upkeep, installation, improvements, operation enhancement, construction, acquisition of land;
- Implementation of measures required to maintain public health and safety or meet legal or regulatory requirements;
- Purchase, replace and/or maintain equipment, tools or vehicles used to carry out the functions described herein; and/or

- Other functions, labor, supplies and/or materials necessary for management and maintenance of City-owned facilities, lands, and equipment under the responsibility and care of the City of Great Falls Park and Recreation Department including but not limited to:
 - Public parks and park areas (as described in the City of Great Falls Park and Recreation Master Plan), recreation facilities, trails, open space, urban forest, medians, boulevards, pathways, sidewalks, public easements, and other facilities which are located in the city limits and/or are owned by the City.

The Park District's revenue may not be used for programming.

According to Mont. Code Ann. §§ 7-11-2021 and 1025, prior to annually levying assessments necessary to carry out the services to be performed in the District, each year the Commission shall specify the method of assessment for the lots of parcels of land located in the District, publish notice, and conduct a public hearing on such assessment before finally adopting a resolution levying assessments against the lots of parcels of land in the District. The Commission must annually adopt a resolution establishing the annual assessment for the District.

Fiscal Impact: The cost of the proposed improvements for the Great Falls Park District No. 1 is \$1,500,000 annually for the first three years.

The annual assessment shall be based on the taxable value of each parcel within the District for a total of \$1,500,000 district-wide. The City will not receive current taxable value information from the Montana Department of Revenue until August approximately. Therefore, based on last year's valuations, the estimated annual assessment for a \$100,000 market value property would be \$27.42.

Alternatives: The City Commission could deny Resolution 10308 to Levy and Assess Great Falls Park District No. 1. However, the reduction in services and improvements to the park system including facilities and the urban forest, or maintenance will not improve and facilities will deteriorate or close.

Concurrences: Park and Recreation staff is responsible for the operational expenses of the Park District Number 1. Finance staff is responsible for assessing and collecting the revenue necessary to carry out the operations.

Attachments/Exhibits:

- Resolution 10308

RESOLUTION NO. 10308

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTENANCE IN THE GREAT FALLS PARK DISTRICT NUMBER 1 OF THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020.

WHEREAS, the City Commission did create Great Falls Park District No. 1 (hereinafter “District”) by adoption of Resolution 10238 on June 5, 2018; and

WHEREAS, said Resolution 10238 set forth the boundaries of the District, the method of governing the District, the assessment method, estimated cost of the District and method of financing, payment of the assessment, list of properties available, and the duration of the District. The District was established for the purpose of providing services including but not limited to:

- Maintenance, repair, replacement, upkeep, installation, improvements, operation enhancement, construction, reconstruction, acquisition of land;
- Implementation of measures required to maintain public health and safety or meet legal or regulatory requirements;
- Purchase, replace and/or maintain equipment, tools or vehicles used to carry out the functions described herein; and/or
- Any other functions, labor, supplies and/or materials necessary for management and maintenance of City-owned facilities, lands, and equipment under the responsibility and care of the City of Great Falls Park and Recreation Department including but not limited to:
 - Public parks and park areas (as described in the City of Great Falls Park and Recreation Master Plan), recreation facilities, trails, open space, urban forest, medians, boulevards, pathways, sidewalks, public easements, and other facilities which are located in the city limits and/or are owned by the City; and

WHEREAS, on July 16, 2019, the City Commission adopted Resolution 10301, Annual Budget Resolution, in which the estimated assessment for such maintenance within the District was reflected as ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000); and

WHEREAS, in accordance with Mont. Code Ann. §§ 7-11-1024 and 7-1-4127, notice was published setting forth that Resolution No. 10308 Levying and Assessing the Cost of the

Great Falls Park District No. 1 would be brought before the Great Falls City Commission for public hearing on August 6, 2019.

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

Section 1 – Maintenance Costs Assessed

The cost of maintenance in the Great Falls Park District No. 1, totaling \$1,500,000, be levied and assessed upon the properties in said district for the fiscal year ending June 30, 2020.

Section 2 – Maintenance Assessment Method

Each lot or parcel of land, including improvements on the lot or parcel, will be assessed for that part of the cost of the District that its taxable valuation bears to the total taxable valuation of the properties within the District.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2019 and May 31, 2020.

Section 4 – Office of Record

The official list of properties subject to potential assessment, fees or taxation of the District is on file and available for public inspection in the City Clerk's office, and further that such list is the last completed property tax record maintained by the Department of Revenue for the county. The City Clerk's office is designated as the office of record for the minutes to be maintained.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 6th day of August, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Joseph Cik, Assistant City Attorney



Item: Resolution 10309 to Levy and Assess Properties within Special Improvement Lighting Districts.

From: Melissa Kinzler, Finance Director

Initiated By: Annual Budget and Assessment Process

Presented By: Kirsten Myre, Budget Analyst

Action Requested: City Commission conduct public hearing and adopt Resolution 10309.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10309.”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10309 to Levy and Assess Special Improvement Lighting Districts.

Background: There are currently 27 Special Improvement Lighting Districts (SLD's) with approximately 9,429 roadway lights. The majority (97%) of the roadway lights are owned by Northwestern Energy. The City pays a maintenance fee to Northwestern Energy for these lights in addition to a fee which covers the electrical transmission and distribution. The electrical supply for the street lights is currently being furnished by Energy Keepers. The remaining 3% of roadway lighting is City-owned. The Special Improvement Lighting District funds are administered by the Finance Department. The purpose of the funds is to maintain the light poles and furnish electrical supply for the lighting districts throughout the year. After determining financial factors pertinent to the operation of the special improvement lighting districts, an assessment amount for the next fiscal year is calculated, budgeted and presented to the City Commissioners for approval.

As part of the annual budget development and adoption procedures, the Special Improvement Lighting Districts Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

Fiscal Impact: Adoption of Resolution 10309 will allow the City to fund the operational and maintenance costs required in the Special Improvement Lighting Districts for the fiscal year.

The estimated assessment amount for the Special Improvement Lighting District funds for the next fiscal year is \$1,170,052. After review of the budget and the estimated assessment for Fiscal Year 2019/2020, the total assessment amount reflects an aggregate 0.5% increase from the prior fiscal year because of the districts that have had increased maintenance and replacement costs. However, the majority of districts will not be increasing because the individual cash balances of those districts are more than adequate to cover the operational costs.

<u>BUDGETED</u>	<u>FISCAL YEAR</u>
<u>TOTAL ASSESSMENT</u>	
\$ 1,547,428	2014/2015 (26 Districts)
\$ 1,428,082	2015/2016 (26 Districts)
\$ 1,175,344	2016/2017 (27 Districts)
\$ 1,159,589	2017/2018 (27 Districts)
\$ 1,164,252	2018/2019 (27 Districts)
\$ 1,170,052	2019/2020 (27 Districts)

The Fiscal Year 2019/2020 assessment per district is indicated on the Lighting Districts Maintenance Budget & Assessment Worksheet attached as Exhibit "A" and made a part of Resolution 10309.

Alternatives: The City Commission could choose to deny the adoption of Resolution 10309; however, the reduction in services could be hazardous to the safety and welfare of the general public.

Concurrences: Public Works staff is responsible for the maintenance of all City-owned lights. Finance staff is responsible for assessing and collecting revenues.

Attachments/Exhibits:

- Resolution 10309
- Resolution 10309 Exhibit A

RESOLUTION NO. 10309

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING SPECIAL IMPROVEMENT LIGHTING DISTRICTS (SLD'S) NUMBERED 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1303, 1304, 1305, 1306, 1308, 1309 AND 1310 IN THE CITY OF GREAT FALLS, MONTANA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

WHEREAS, the City Commission declares that the above-captioned Special Improvement Lighting Districts were created, lighting systems installed and that the City intends to continue maintenance of such lighting systems in said SLD's; and

WHEREAS, the City Commission declares that each lot or parcel of land contained in each of said SLD's will continue to be benefited by such lighting in the same manner as determined in the creation of each Special Improvement Lighting District; and

WHEREAS, on July 16, 2019, the City Commission adopted Resolution 10301, Annual Budget Resolution. The budgeted amounts for maintenance of the City's lighting systems were reviewed and adjusted. The newly adjusted assessment amount totals ONE MILLION ONE HUNDRED SEVENTY THOUSAND FIFTY-TWO DOLLARS (\$1,170,052); and

WHEREAS, in accordance with § 7-1-4127, MCA, notice was published setting forth that Resolution No. 10309 Levying and Assessing the Cost of Maintaining Special Improvement Lighting Districts (SLD's) Nos. 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1303, 1304, 1305, 1306, 1308, 1309 and 1310 in the City of Great Falls, Montana, would be brought before the Great Falls City Commission for public hearing on August 6, 2019.

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

Section 1 – Maintenance Costs Assessed

The cost of maintenance for said lighting systems in the above-captioned SLD's totaling \$1,170,052 be levied and assessed upon the properties in said SLD's.

Section 2 – Assessment Method

Each lot and parcel within each SLD is hereby assessed a proportion of the maintenance costs attributed to the SLD in the proportion to which its assessable area (individual square feet) bears to the area of the whole special improvement lighting district (total square feet), exclusive of streets, avenues, alleys and public places. An assessment projection summary of each district, describing total cost, is attached hereto and, by this reference, incorporated herein as if fully set forth. The description of each lot or parcel of land within each SLD and the respective

assessments are set forth in the records of the Finance Department of the City of Great Falls, Montana and by this reference is also incorporated herein as if fully set forth.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2019 and May 31, 2020.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 6th day of August, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

LIGHTING DISTRICTS MAINTENANCE BUDGET & ASSESSMENT WORKSHEET
RESOLUTION #10309 - EXHIBIT "A"

DISTRICT	DISTRICT TYPE	FUND	2020		2020 ESTIMATED ASSESSMENT	2020 ENDING CASH	TARGET CASH BALANCE	2019 ASSESSMENT	2020 ASSESSMENT	DIFF (+/-)
			PROJECTED BEGINNING CASH	REQUESTED TOTAL EXPENSES						
18	STREET	8402	1,892	2,988	2,883	1,786	1,494	2,883	2,883	-
650	PERIOD	8403	43,250	10,389	9,429	42,290	5,194	9,429	7,429	(2,000)
651	STREET	8404	1,821	2,461	1,138	498	1,231	1,138	2,138	1,000
912	STREET	8405	11,435	15,501	12,208	8,142	7,750	12,208	11,708	(500)
973	STREET	8406	24,324	57	55	24,322	29	55	55	-
1067A	ALLEY	8407	5,016	5,479	4,760	4,297	2,740	4,760	4,760	-
1105	STREET	8408	2,800	4,340	3,710	2,170	2,170	3,710	3,710	-
1230	STREET	8409	483	214	185	455	107	185	185	-
1255	STREET	8410	1,028	427	371	971	214	371	371	-
1261	PERIOD	8411	14,270	8,995	8,153	13,427	4,498	8,153	8,153	-
1269	PERIOD	8412	88,995	28,611	25,935	86,319	14,305	25,935	25,935	-
1270	PERIOD	8413	18,829	12,000	10,417	17,246	6,000	10,417	10,417	-
1289	STREET	8414	11,392	15,181	10,797	7,008	7,590	10,797	11,097	300
1290	STREET	8415	1,623	1,259	1,093	1,457	629	1,093	1,093	-
1294	SLDA	8416	86,356	156,467	139,611	69,501	78,233	139,611	142,611	3,000
1298	SLDI	8417	30,557	23,769	10,185	16,973	11,885	10,185	10,185	-
1295	SLDC	8418	65,060	65,256	56,550	56,354	32,628	56,550	56,550	-
1296	SLDR	8419	1,145,561	1,027,348	841,943	960,157	513,674	841,943	841,943	-
1297	SLDT	8420	12,735	33,530	18,498	(2,298)	16,765	18,498	22,498	4,000
1302	ML3	8430	20,148	1,391	557	19,314	696	557	557	-
1304	EC1	8432	8,210	3,682	1,705	6,233	1,841	1,705	1,705	-
1306	ML4	8434	5,821	552	371	5,640	276	371	371	-
1308	ECII & III	8436	10,035	2,497	1,133	8,671	1,249	1,133	1,133	-
1310	ML5	8438	8,837	1,841	835	7,831	921	835	835	-
1303	Stone Meadow 1	8440	12,980	980	446	12,446	490	446	446	-
1305	Water Tower	8442	11,313	737	334	10,910	369	334	334	-
1309	Stone Meadow 2	8444	2,433	1,023	950	2,360	511	950	950	-
ALL DIST	Fund 217	8401	71,556							
			1,718,760	1,426,976	1,164,252	1,384,480	713,488	1,164,252	1,170,052	5,800

City-Owned Lighting Districts

Aggregate % of Increase

0.5%



Item: Resolution No. 10311, Revising Fee Schedule for Great Falls Fire Rescue Superseding Resolution 10070.

From: Stephen A. Hester, Fire Chief

Initiated By: Stephen A. Hester, Fire Chief

Presented By: Stephen A. Hester, Fire Chief

Action Requested: Conduct a public hearing and adopt Resolution 10311.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10311.”

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

Staff Recommendation:

Staff recommends the City Commission conduct a public hearing and adopt Resolution 10311.

Summary:

Resolution 10311 supersedes resolution 10070 that passed in April of 2014. This resolution increases the previous fees by 10% as an adjustment to cost of living and the true cost of the additional services Great Falls Fire Rescue (GFFR) provides to the community. In addition, two new fees have been added to the fee schedule for Cardio Pulmonary Resuscitation (CPR) Class tuition and to conduct fire water line flushes.

It has been 5 years since the last adjustment to the GFFR fee schedule and the cost of providing these services has increased to provide the additional services offered. These services are considered non-emergent but in some cases are essential to reducing community risk and quality of life.

Since our last fee review the department has added two essential services the first is the Department is offering community CPR training. Each student shall be charged a nominal \$35.00 tuition fee and the

cost of the American Heart Association CPR card. The Department plans to offer CPR training once a month based on demand.

The second service being provided is the Department has been conducting flushes of repaired or newly installed Fire Suppression System water lines. This requires at least two GFFR staff members and all the equipment it takes to connect to the line to include 5 inch high volume hose. The \$100.00 dollar fee with help maintain the equipment used for the flushes and the time staff spend doing the work. The department has conducted anywhere from 20 to 35 flushes annually.

Fiscal Impact:

The fee increases will help pay for the maintenance care and repair of the equipment and facilities used to provide the services and facilities listed on the attached GFFR Fee Schedule.

Alternatives:

If the fees are not increase the City would have to bear the burden of maintaining equipment and facilities or the services could be stopped.

Concurrences:

City Attorney has reviewed the resolution

Public Works staff have been informed of the flushing service, especially those the impact water lines and Hazardous Materials response to protect the City storm water system.

Attachments/Exhibits:

Resolution No. 10311 GFFR Fee Schedule

RESOLUTION 10311

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, REVISING THE FEE SCHEDULE FOR GREAT FALLS FIRE RESCUE (GFFR) AND SUPERSEDING RESOLUTION 10070.

WHEREAS, the Great Falls City Commission adopted Resolution 10070 on April 15, 2014, setting forth fees for services provided by Great Falls Fire Rescue (GFFR); and

WHEREAS, since 2014 the costs have increased to provide these services; and

WHEREAS, providing these ancillary services or special circumstances are beyond the scope of those services covered by typical emergency work; and

WHEREAS, GFFR has developed a procedure allowing a means to appropriately and fairly invoice consumers for the services listed in the GFFR fee schedule.

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

- 1) Resolution 10070 is superseded by these terms.
- 2) Great Falls Fire Rescue service fees are set forth as follows:

Great Fall Fire Rescue (GFFR) Fee Schedule

REPORTS:

Incident Reports	\$11.00
Fire Investigation Report & Photos – BY SUBPOENA ONLY	\$100
Single page copies	\$0.25/page

FACILITIES (daily rates):

Training Center classroom (<i>includes audio/visual equip</i>)	\$121 per day
Training Center facility (<i>includes Tower, Roof/Burn Props</i>)*	\$286 per day
<i>*Note: Burn prop requires GFFR supervision</i>	

APPARATUS (hourly rates – personnel costs not included):

1 ALS Rescue Engine	\$224 per hour
1 Fire Engine	\$188 per hour
1 Aerial Apparatus 100 foot Pierce Platform	\$335 per hour
1 Command Vehicle	\$120 per hour
1 Rescue Vehicle	\$120 per hour
1 Hazmat Trailer w/equip	\$142 per hour
Hazmat supplies/tools	cost + 20%

SERVICES OTHER:

CPR Training Class	\$35 per student
Fire Water Line Flush	\$100 each

PERSONNEL (regular hourly rates at **cost to City**):

Current

1 Management	Current salary plus benefits
1 Command Officer	Current salary plus benefits
1 Company Officer	Current salary plus benefits
1 Firefighter	Current salary plus benefits

**Overtime hours will be calculated at the rate of 1.5 times regular rate*

EQUIPMENT:

Ladder testing (per ladder)	\$77
Hose repair (per length)	\$19
Repair parts	cost + 20%

CASCADE SYSTEM – BREATHING AIR:

30 / 60 min bottle filling with NFPA certified Air	\$24 per cylinder
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Note: All rates are invoiced at a minimum of 1 hour and rounded to the nearest half hour.

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA that these fees shall become effective upon adoption. Great Falls Fire Rescue shall post the fee schedule on the GFFR webpage of the City’s website.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 6th day of August, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:



Item: Public Hearing - Ordinance 3206 to rezone a portion of Lots 4A and 6-9 of Riverview Tracts Addition, and to amend Ordinance 3104 to include said property within the boundaries of a Planned Unit Development (PUD) in conjunction with an amended plat to aggregate and boundary line adjust the various parcels.

From: Erin Borland, Planner III, Planning and Community Development

Initiated By: Montana Refining Company, Inc. and the Margaret E. Heisler Trust

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

Action Requested: City Commission adopt Ordinance 3206, approve the revised Improvement Agreement, and approve the amended plat, per the Findings of Fact/Basis of Decision.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3206, the revised Improvement Agreement, and the Basis of Decision/Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

And;

“I move that the City Commission (approve/deny) the amended plat to aggregate and boundary line adjust the various parcels and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.”

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

Staff Recommendation: At the conclusion of a public hearing held on June 11, 2019, the Zoning Commission recommended the City Commission approve the rezoning request from C-2 General

Commercial to PUD subject to the conditions of approval. Additionally, the Planning Advisory Board recommended the City Commission approve the amended plat to aggregate and boundary line adjust the various parcels.

Staff recommends adoption of Ordinance 3206 to rezone of a portion of Lots 4A and 6-9 of Riverview Tracts Addition to PUD. Approval of this ordinance will amend a previously approved ordinance (Ordinance 3104) to add property into the boundaries of an existing PUD in conjunction with an amended plat to aggregate and boundary line adjust the various parcels. Approval of Ordinance 3206 will also update an existing Improvement Agreement for the PUD. Staff's recommendation is based on the following conditions of approval:

Conditions of Approval:

1. General Code Compliance. The proposed project shall be developed consistent with the conditions in this report, and all Codes and Ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

2. Development Agreement. The applicant shall abide by the terms and conditions specified in the attached Revised Development Agreement for the Subject Properties. The revised Development Agreement must be signed by the applicant and recorded for the Subject Properties.

3. Amended Plat. Provide a revised Amended Plat of the subject properties, showing the proposed aggregation and boundary line adjustments, containing all easements required by the City of Great Falls. The revised Plat shall incorporate corrections of any errors or omissions noted by Staff.

4. Land Use & Zoning. The development standards and land uses for the subject properties shall be consistent with the Official Code of the City of Great Falls (OCCGF).

5. Subsequent modifications and additions. If after establishment of the zoning, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine, in writing, if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

Summary: The Margaret E. Heisler Trust is proposing to aggregate Lots 6-9 of the Riverview Tracts Addition, acquire and reconfigure adjacent property owned by Montana Refining Company, Inc., to eventually create a single lot that can be marketed for sale. Due to the number of lots that are proposed to be reconfigured, the local government is required to review the amended plat. Because the Heisler Trust property is zoned C-2 General Commercial, and the Montana Refining Company property is zoned PUD Planned Unit Development, the proposed acquisition of property through a boundary adjustment requires a change in zoning to make sure the zoning and property line boundaries match the new property configuration.

Background:

Zoning Map Amendment Request – Planned Unit Development:

At the time Montana Refining Company, Inc. received PUD zoning for its property adjoining the Heisler Trust site, a development agreement requiring future improvements to the property was required. The terms of this past agreement will also carry forward to the newly configured property zoned PUD. To this end, City staff has revised the existing agreement for the PUD to accommodate the minor addition

of land. The requirements of the original agreement, which must be implemented during future building construction, have not changed in any way with this revision.

The basis for decision on zoning map amendments, i.e. rezoning or zone changes, is listed in OCCGF § 17.16.29.050. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Planned Unit Development.

Non-Administrative Plat

Based on the proposal, seven parcels will be affected by the aggregation and boundary line adjustment. The existing amended plat and the draft proposed plat showing the reconfiguration have been attached for review. The proposed plat requires Planning Advisory Board and City Commission review due to Montana Code Annotated (MCA) § 76-3-207 (2) (a) which states:

Within a platted subdivision filed with the county clerk and recorder, a division, redesign, or rearrangement of lots that results in an increase in the number of lots or that redesigns or rearranges six or more lots must be reviewed and approved by the governing body before an amended plat may be filed with the county clerk and recorder.

Staff has prepared Findings of Fact based on the criteria for a subdivision. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision – Subdivision.

Neighborhood Council Input:

The subject property is located in Neighborhood Council #3. Due to the simple nature of the rezone request being proposed, information was sent to Neighborhood Council #3 for comment. To date, one email was sent from a council member with several questions. Information has been sent to the individual to answer their questions.

Fiscal Impact:

Public infrastructure already surrounds the various parcels. At the time of development, the cost of any internal private streets, utilities, and stormwater management will be borne by the applicant.

Alternatives:

The City Commission could deny any portion of the applicant's request. If such action is taken, the Commission must develop alternative findings to support such a denial decision. The Commission may also table action on the item to a date certain.

Concurrences:

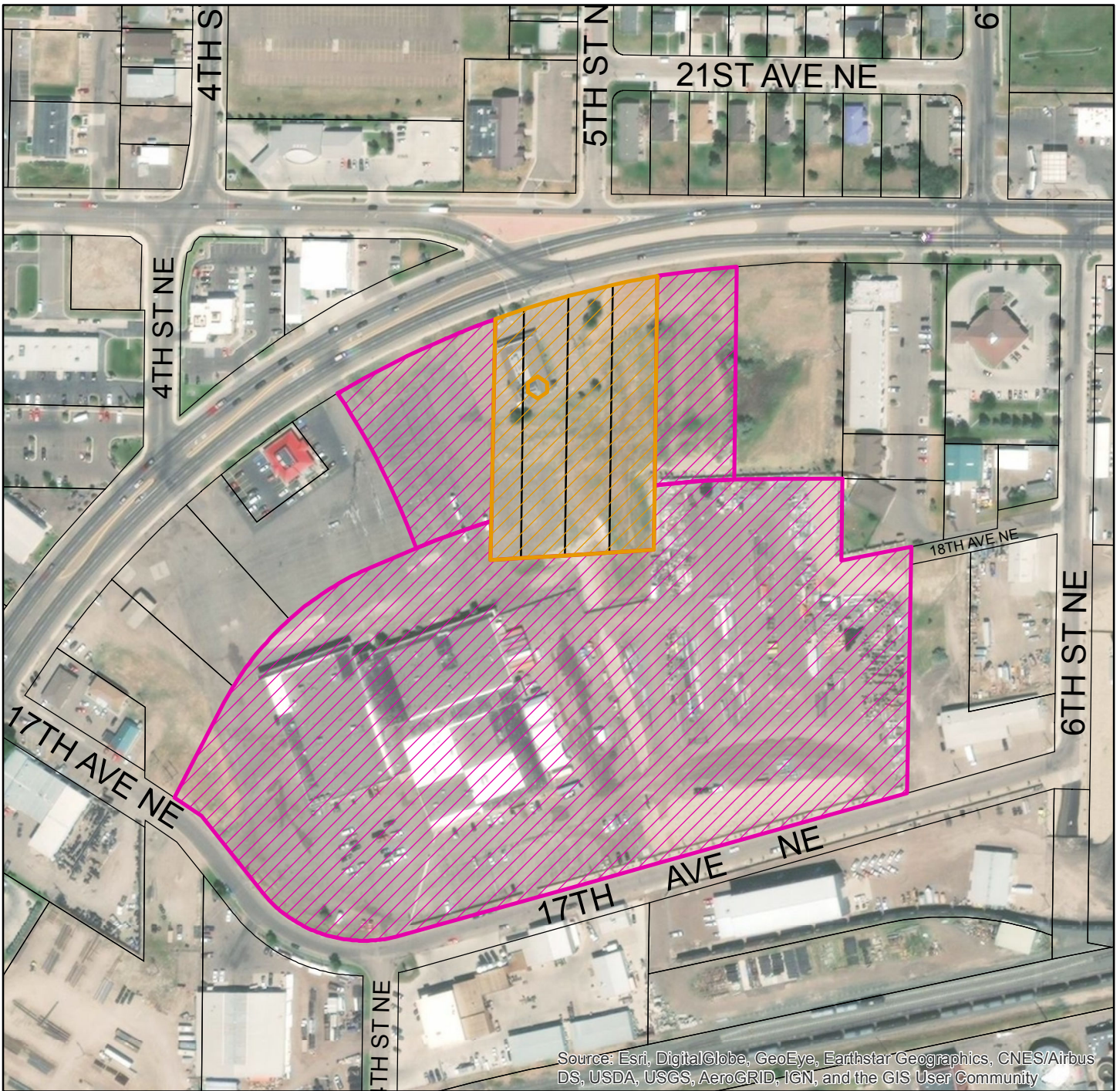
Because the proposal is simply a zoning change due to the minor lot reconfiguration, no review from other City departments is needed at this time. If construction comes forward for any of the parcels, a building permit will be required and require review from other City departments.




Attachments/Exhibits:

- Aerial Map
- Zoning Map
- Ordinance 3206
- Ordinance 3206 – Exhibit A
- Ordinance 3104

- Findings of Fact/Basis of Decision – Planned Unit Development
- Findings of Fact/Basis of Decision - Subdivision
- Draft Amended Plat
- Revised Development Agreement

AERIAL MAP

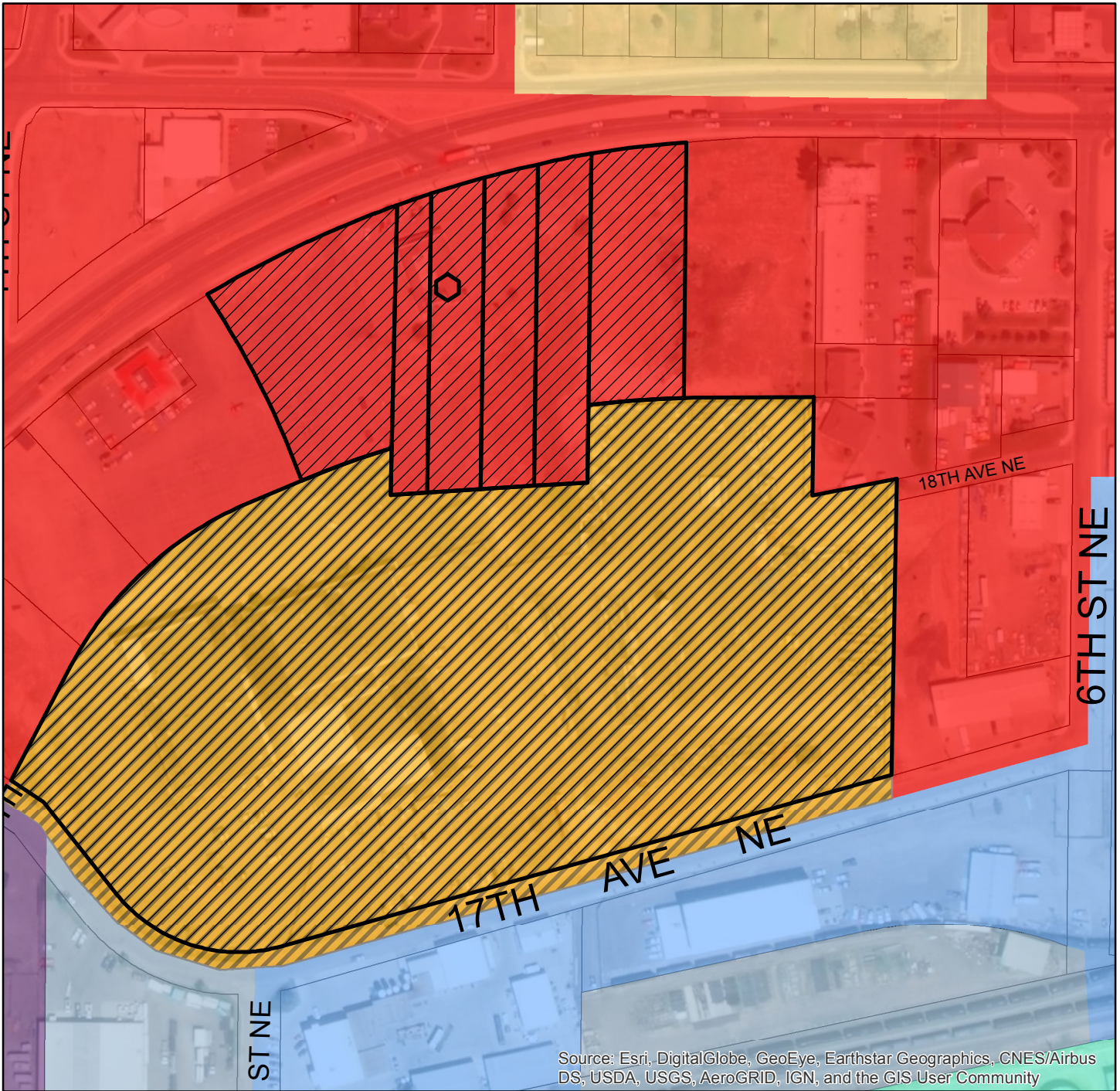











-  Properties owned by Margaret E. Heisler Trust
-  Properties owned by Montana Refining Company, Inc.
- LotLines
-  Tracts of Land

275 137.5 0 275 Feet



ZONING MAP



-  Subject Properties
-  R-5 Multi-family Medium Density
-  PUD Planned Unit Development
-  C-2 General Commercial
-  M-2 Mixed-use Transitional
-  I-1 Light Industrial
-  I-2 Heavy Industrial
-  PLI Public Lands and Institutional
-  Tracts of Land

230 115 0 230 Feet



ORDINANCE 3206

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO REZONE THE PROPERTY LEGALLY DESCRIBED AS A PORTION OF LOTS 4A AND 6-9 RIVERVIEW TRACTS ADDITION LOCATED IN GOVERNMENT LOT 4 OF SECTION 1, AND GOVERNEMENT LOT 1 OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M. CASCADE COUNTY, MONTANA, AND TO AMEND ORDINANCE 3104 TO INCLUDE SAID PROPERTY WITHIN THE BOUNDARIES OF THE PLANNED UNIT DEVELOPMENT (PUD).

* * * * *

WHEREAS, the subject property, legally described above, is presently zoned C-2 General Commercial district; and

WHEREAS, the property owners, Montana Refining Company, Inc. and the Margaret E. Heisler Trust, have petitioned the City of Great Falls to rezone said properties to PUD Planned Unit Development; and

WHEREAS, after conducting a public hearing on May 7, 2013, the City Commission adopted Ordinance 3104 titled: “An Ordinance Assigning a Zoning Classification of PUD Planned Unit Development District to Proposed Lot 5 of the Amended Plat of Lots 1-3 of the Amended Plat of Lot 1, Block 1, Third Supplement to Riverview Tracts and Tracts 1-A and 2 of the Amended Plat of Tracts 1-A, 2, 3 and 4, Riverview Tracts and Tract 5-A of the Amended Plat of Tracts 5, 6, 7, 8, and 9, Riverview Tracts, and Tract 3 of the Amended Plat of the Tracts 1-A, 2, 3 and 4, Riverview Tracts, and Lot 1 Block 1 of the Amended Plat of Lot 1, Block 1, of the Amended Plat of Block 1, Fourth Supplement to Riverview Tracts, and Tracts 10-13 of the Riverview Tracts Addition. A Tract of Land Located in Government Lots 3 & 4 of Section 1, and Government Lot 1 of Section 2, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana (Addressed as 1807 3rd Street NW); and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on June 11, 2019, to consider said rezoning from C-2 General Commercial district to PUD Planned Unit Development and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the property legally described as a portion of lots 4A and 6-9 Riverview Tracts Addition equaling +/- 1.169 acres, located in Section 2, Township 20 North, Range 3 East, P.M.M.T., Cascade County, Montana; and

WHEREAS, notice of assigning said zoning classification to the subject properties was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 6th day of August, 2019, before final passage of said Ordinance herein; and

WHEREAS, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.29.050, and that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann § 76-2-304, and Section 17.16.29.050 of the OCCGF.

Section 2. That the property legally described as: as a portion of lots 4A and 6-9 Riverview Tracts Addition equaling +/- 1.169 acres, located in Section 2, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana, be rezoned to PUD Planned Unit Development, and included within the boundaries of the PUD Planned Unit Development District as set forth in Ordinance 3104, as shown in Exhibit A.

Section 3. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading July 16, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading August 6, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3206 on the Great Falls Civic Center posting board and the Great Falls City website.

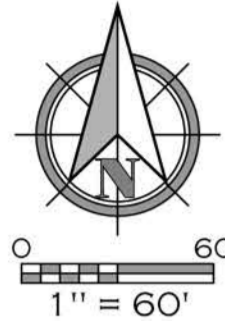
Lisa Kunz, Deputy City Clerk

(CITY SEAL)

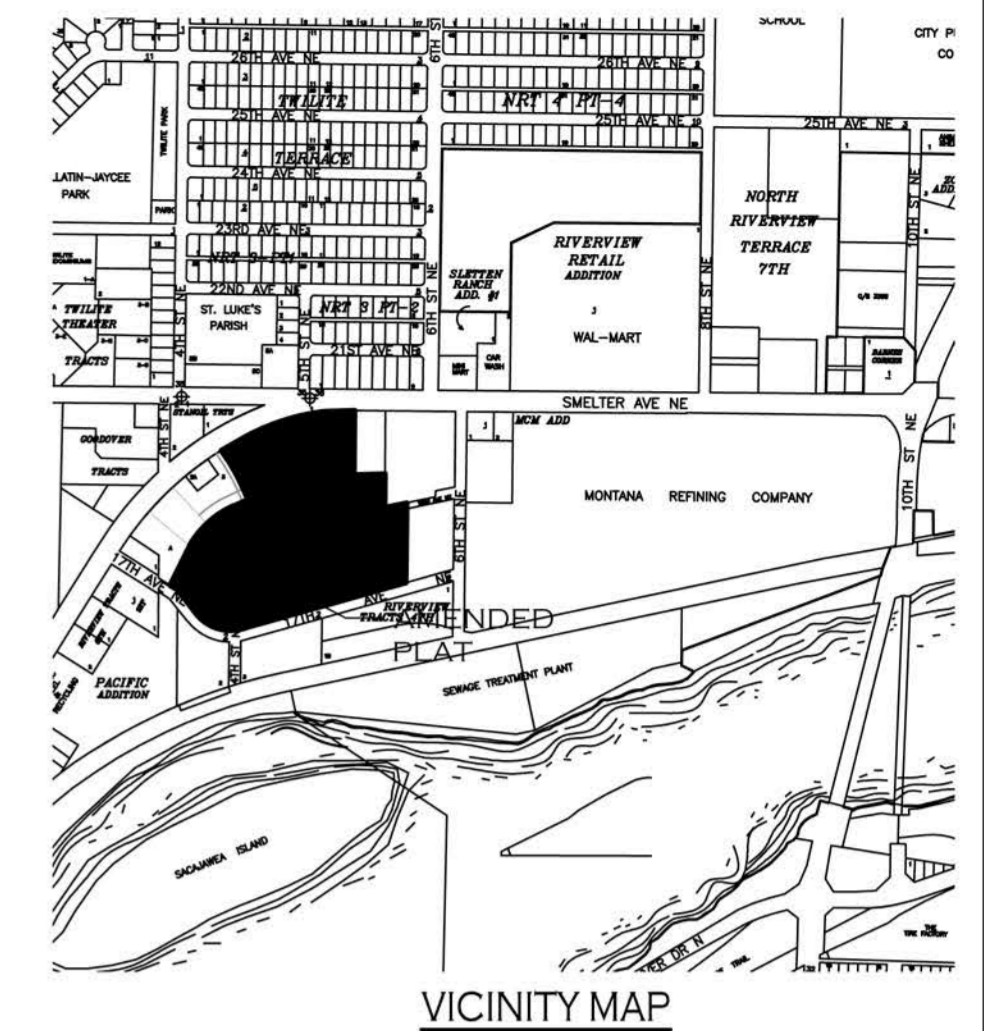
AMENDED PLAT OF LOTS 4A, 5A, 6-9, AND 10A RIVERVIEW TRACTS ADDITION

TO THE CITY OF GREAT FALLS, MONTANA
A SUBDIVISION LOCATED IN GOVERNMENT LOT 4 OF SECTION 1, AND GOVERNMENT LOT 1 OF SECTION 2,
T20N, R3E, P.M. MT, CASCADE COUNTY, MONTANA

THE PURPOSE OF THIS AMENDED PLAT IS TO AGGREGATE LOTS AND ADJUST COMMON BOUNDARIES OF SEVEN
(7) LOTS WITHIN A PLATTED SUBDIVISION



BASIS OF BEARING
BASIS OF BEARING IS TRUE
NORTH BASED ON GEODETIC
INVERSES USING SURVEY
GRADE G.P.S. SYSTEM.



VICINITY MAP

LEGEND

- ◆ SET 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "WEI 19110LS"
- FOUND 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "KENCZKA 15625LS"
- FOUND 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "M HENEN 9523LS"
- ⊙ 2" ALUMINUM CAP MK'D "MDT 11702LS"
- FOUND PROPERTY CORNER AS NOTED
- PROPERTY BOUNDARY
- - - ABANDONED PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - CENTER LINE
- - - ACCESS AND UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING

AREA

LOT 4A1 - 2.68 ACRES
LOT 5A1 - 16.21 ACRES
LOT 10A1 - 1.47 ACRES
TOTAL PLAT - 20.36 ACRES

DRAFT

Area to be rezoned per Ordinance 3206

1/4	SEC	TSP	RGE
1	T20N	R3E	

WOITH ENGINEERING, INC.
AND LAND SURVEYING LLC
GREAT FALLS • MISSOULA • WOITHENG.COM • 406-761-1955

JOB #:	1734
FB:	GPS
DRAWN:	RCB
DESIGN:	RCB
QA:	MS
DATE:	9/27/19

P1
P2

ORDINANCE 3104

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT TO PROPOSED LOT 5 OF THE AMENDED PLAT OF LOTS 1-3 OF THE AMENDED PLAT OF LOT 1, BLOCK 1, THIRD SUPPLEMENT TO RIVERVIEW TRACTS AND TRACTS 1-A AND 2 OF THE AMENDED PLAT OF TRACTS 1-A, 2, 3 AND 4, RIVERVIEW TRACTS AND TRACT 5-A OF THE AMENDED PLAT OF TRACTS 5, 6, 7, 8, AND 9, RIVERVIEW TRACTS, AND TRACT 3 OF THE AMENDED PLAT OF THE TRACTS 1-A, 2, 3 AND 4, RIVERVIEW TRACTS, AND LOT 1 BLOCK 1, OF THE AMENDED PLAT OF LOT 1, BLOCK 1, OF THE AMENDED PLAT OF BLOCK 1, FOURTH SUPPLEMENT TO RIVERVIEW TRACTS, AND TRACTS 10-13 OF THE RIVERVIEW TRACTS ADDITION. A TRACT OF LAND LOCATED IN GOVERNMENT LOTS 3 & 4 OF SECTION 1, AND GOVERNMENT LOT 1 OF SECTION 2, T20N, R3E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA. (ADDRESSED AS 1807 3rd St NW)

* * * * *

WHEREAS, the subject property is legally described as proposed Lot 5 of the Amended Plat of Lots 1-3 of the Amended Plat of Lot 1, Block 1, Third Supplement to Riverview Tracts and Tracts 1-A and 2 of the Amended Plat of Tracts 1-A, 2, 3 and 4, Riverview Tracts and Tract 5-A of the Amended Plat of Tracts 5, 6, 7, 8, and 9, Riverview Tracts, and Tract 3 of the Amended Plat of the Tracts 1-A, 2, 3 and 4, Riverview Tracts, and Lot 1 Block 1, of the Amended Plat of Lot 1, Block 1, of the Amended Plat of Block 1, Fourth Supplement to Riverview Tracts, and Tracts 10-13 of the Riverview Tracts Addition. A Tract of Land Located in Government Lots 3 & 4 of Section 1, and Government Lot 1 of Section 2, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana and additionally described as a portion of 1807 3rd St NW, herein referred to as “Subject Property” and owned by Calumet Montana Refining (Calumet); and,

WHEREAS, in 2005 the City of Great Falls completed a City-wide rezoning wherein the Subject Property was zoned C-2 General commercial; and,

WHEREAS, Calumet has petitioned the City of Great Falls to rezone the subject property to I-2 Heavy Industrial district; and,

WHEREAS, The Great Falls City Commission took action to rezone adjacent properties to I-2 Heavy industrial at a Public Hearing held on February 5, 2013; and,

WHEREAS, the Great Falls City Commission at said meeting requested that the Subject Property be assigned a zoning classification of PUD-Planned unit development; and,

WHEREAS, the owner, Calumet, has petitioned the City of Great Falls to rezone said property, to PUD-Planned unit development district classification; and,

WHEREAS, the Zoning Commission recommended the City Commission approve the rezoning of the Subject Property from C-2 General commercial to PUD – Planned Unit Development at a Public Hearing held on March 12, 2013; and,

WHEREAS, notice was published in the *Great Falls Tribune* advising that a public hearing on the proposed zoning map amendment would be held on the 7th day of May, 2013, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested zoning designation will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of the Unified Land Development Code of the City of Great Falls.

Section 2. That the zoning classification of proposed Lot 5 of the Amended Plat of Lots 1-3 of the Amended Plat of Lot 1, Block 1, Third Supplement to Riverview Tracts and Tracts 1-A and 2 of the Amended Plat of Tracts 1-A, 2, 3 and 4, Riverview Tracts and Tract 5-A of the Amended Plat of Tracts 5, 6, 7, 8, and 9, Riverview Tracts, and Tract 3 of the Amended Plat of the Tracts 1-A, 2, 3 and 4, Riverview Tracts, and Lot 1 Block 1, of the Amended Plat of Lot 1, Block 1, of the Amended Plat of Block 1, Fourth Supplement to Riverview Tracts, and Tracts 10-13 of the Riverview Tracts Addition (A Tract of Land located in Government Lots 3 & 4 of Section 1, and Government Lot 1 of Section 2, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana) be designated as PUD-Planned unit development district, as defined:

The uses on the Subject Property shall be limited to those accessory to the production and manufacturing of petroleum fuels or petrochemicals. Development on the subject property shall conform to the Development Standards prescribed in Title 17, City Code, for I-2 Heavy industrial zoning, except that the height of buildings, structures or accessory buildings and structures shall not exceed 60 feet. Stacks necessary for venting combustion products shall be permitted at Montana Department of Environmental Quality required heights. Permanent outside uses shall be adequately screened, including an 8-foot wall, from adjacent properties zoned C-2 General Commercial and located on the north side of the Subject Property.

Processing facilities or units for the manufacturing of petroleum fuels or petrochemicals are not permitted with the following exceptions:

1. Structures used for the storage of petroleum, petroleum products, petroleum fuels, asphalts or petrochemicals. Structures shall not exceed a height of 60 feet above grade.
2. Structures used for the storage or warehousing of materials or equipment required in the processing or manufacturing of petroleum products, asphalts or petrochemicals. Structures shall not exceed a height of 35 feet above grade.
3. The equipment or activities required for the receiving, shipping, blending or compounding of petroleum, petroleum products, petroleum fuels, asphalts or petrochemicals.
4. The equipment or activities required to maintain the quality or temperature for the receiving or shipping of petroleum, petroleum products, petroleum fuels, asphalts or petrochemicals.
5. Any equipment or activities required for the maintenance or the improvement of air or water quality.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the Amended Plat of Lots 1-3 of the Amended Plat of Lot 1, Block 1, Third Supplement to Riverview Tracts and Tracts 1-A and 2 of the Amended Plat of Tracts 1-A, 2, 3 and 4, Riverview Tracts and Tract 5-A of the Amended Plat of Tracts 5, 6, 7, 8, and 9, Riverview Tracts, and Tract 3 of the Amended Plat of the Tracts 1-A, 2, 3 and 4, Riverview Tracts, and Lot 1 Block 1, of the Amended Plat of Lot 1, Block 1, of the Amended Plat of Block 1, Fourth Supplement to Riverview Tracts, and Tracts 10-13 of the Riverview Tracts Addition. A Tract of Land Located in Government Lots 3 & 4 of Section 1, and Government Lot 1 of Section 2, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading April 16, 2013.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading May 7, 2013.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David L. Nielsen, Interim City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3104 in three conspicuous places within the limits of said City to-wit:

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

(CITY SEAL)

Lisa Kunz, City Clerk

FINDINGS OF FACT/BASIS OF DECISION – PLANNED UNIT DEVELOPMENT

Rezone of a portion of Lots 4A, and 6-9 of Riverview Tracts Addition located in Government Lot 4 of Section 1, and Government Lot 1 of Section 2, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana

PRIMARY REVIEW CRITERIA:

The basis for decision on planned unit developments is listed in Official Code of the City of Great Falls § 17.16.29.050 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The development project is consistent with the City's growth policy;

The proposed development is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Physical portions of the Growth Policy, specifically the goals and principles to encourage a balanced mix of land uses throughout the City.

Additionally, the zoning map amendment specifically supports the following goals and policies:

Environmental – Urban Form

Env2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential as candidates for redevelopment in the City.

Physical - Land Use

Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

2. The development project is consistent with applicable neighborhood plans, if any;

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located in Neighborhood Council #3. Due to the scope of the proposal and the summer schedule of the Council, information has been sent out to the Council members via email for review and comment. To date, one email was sent from a council member with several questions. Information has been sent to the individual to answer their questions.

3. The establishment, maintenance, or operation of the development project will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare;

Any development within the City limits requires a review of how the development will impact public health, safety and welfare. It is not anticipated that the proposed addition to the PUD will have any negative impact. Public health issues have been addressed through the provision of City utilities. Public safety has been taken into consideration with the requirements of internal circulation and access imposed on the original PUD which are not being altered with

this addition of property to the PUD.

4. The development project will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

The proposed PUD addition is the result of an aggregation of lots and then a boundary line adjustment to several lots. The small portion of land to be rezoned and added to the PUD has no proposed development at this time, and the access easement that was required for the original PUD will continue across this newly added property to the PUD. This will aid in the development of the future private road for the development. As stated in the agenda report, the requirements of the original agreement, which must be implemented during future building construction, have not changed in any way with this revision. Staff finds no injury to the use and enjoyment of other properties in the vicinity.

5. The development project will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

The proposed PUD is located in an existing commercial area that is developed to the north, south, east and west with commercial and industrial development, which is a part of the existing PUD. Therefore, the proposed addition to the PUD is not anticipated to impede on the normal and orderly development and improvement of the surrounding property for uses permitted.

6. The proposed design of the building and other structures are compatible with the desired character of the neighborhood;

There is no proposed development associated with the addition to the PUD. Any redevelopment in the PUD would be reviewed based on the established PUD standards and the Official Code of the City of Great Falls.

7. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;

The existing PUD and surrounding development have existing utilities. Any redevelopment would be reviewed for compliance with City stormwater, access and utility connection requirements.

8. Adequate measures have been or will be taken to provide ingress and egress so as to minimize traffic congestion in the public streets;

The existing development has adequate ingress and egress to 3rd Street NW. As noted previously, future development will lead to the construction of a private internal street to provide connections to each lot.

FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT

Amended Plat Lots 4A, 5A 6-9 and 10A of Riverview Tracts Addition located in Government Lot 4 of Section 1, and Government Lot 1 of Section 2, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana

(PREPARED IN RESPONSE TO 76-3-608(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The owner of the subject properties has proposed to aggregate and reconfigure seven lots located in the subdivision. The existing lots consist of commercial and industrial properties, in an area that is predominantly built out. Thus, the proposal will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services: The existing lots are surrounded by existing utilities and several of the lots are utilizing existing service lines. All of the properties are currently receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the subject properties is expected to be a manageable cost to the City, and increased tax revenues from future development of the properties may cover increased costs.

Effect on the Natural Environment: There is no development proposal currently for the properties, therefore it is not expected to adversely affect soils or the water quality or quantity of surface or ground waters.

Effect on Wildlife and Wildlife Habitat: The proposed lots to be aggregated and reconfigured are surrounded by the existing commercial and industrial properties to the east, existing commercial properties to the north and west, and the existing PUD Planned unit Development to the south. This is not in an area of significant wildlife habitat beyond occasional migrating fowl.

Effect on Public Health and Safety: Based on available information, the proposed lots to be aggregated and reconfigured are not subject to abnormal natural hazards nor potential man-made hazards. Any proposed development of the properties will not have a negative effect on Public Health and Safety. As noted above, the proposed site already receives City public safety services.

REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The lots in the proposed aggregation and reconfiguration meet the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and

approval procedures set forth in the local subdivision regulations.

EASEMENT FOR UTILITIES

The developer shall provide necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve the lots.

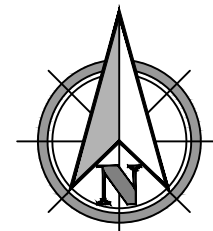
LEGAL AND PHYSICAL ACCESS

Legal and physical access to the proposed development will be from 3rd Street NW and 17th Avenue NE. These are all existing roads that are currently in City limits and are maintained by the City of Great Falls.

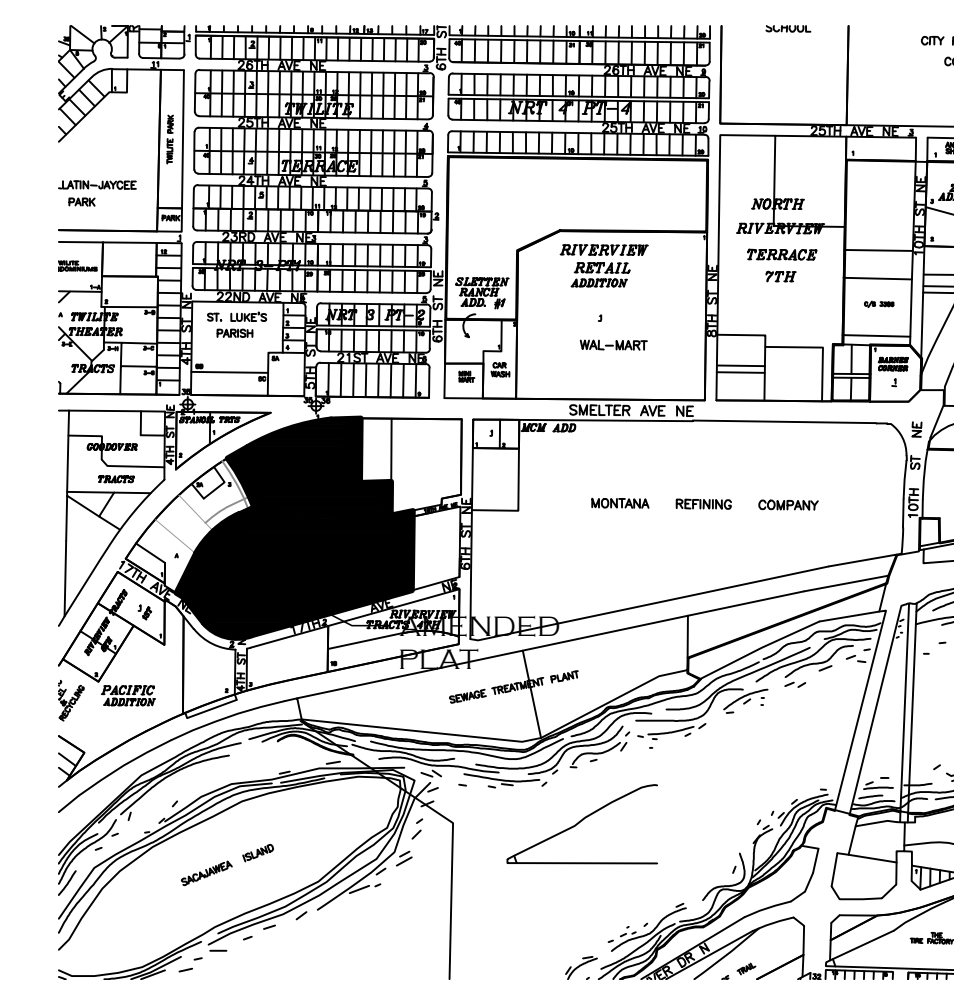
AMENDED PLAT OF LOTS 4A, 5A, 6-9, AND 10A RIVERVIEW TRACTS ADDITION

TO THE CITY OF GREAT FALLS, MONTANA
A SUBDIVISION LOCATED IN GOVERNMENT LOT 4 OF SECTION 1, AND GOVERNMENT LOT 1 OF SECTION 2,
T20N, R3E, P.M. MT. CASCADE COUNTY, MONTANA

THE PURPOSE OF THIS AMENDED PLAT IS TO AGGREGATE LOTS AND ADJUST COMMON BOUNDARYS OF SEVEN
(7) LOTS WITHIN A PLATTED SUBDIVISION



BASIS OF BEARING
BASIS OF BEARING IS TRUE
NORTH BASED ON GEODETIC
INVERSES USING SURVEY
GRADE G.P.S. SYSTEM.



VICINITY MAP

LEGEND

- ◆ SET 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "WEI 19110LS"
- FOUND 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "KENCZKA 15625LS"
- FOUND 5/8"x 24" REBAR & YELLOW PLASTIC CAP MK'D "M HENEN 9523LS"
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- - - ACCESS AND UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING

AREA

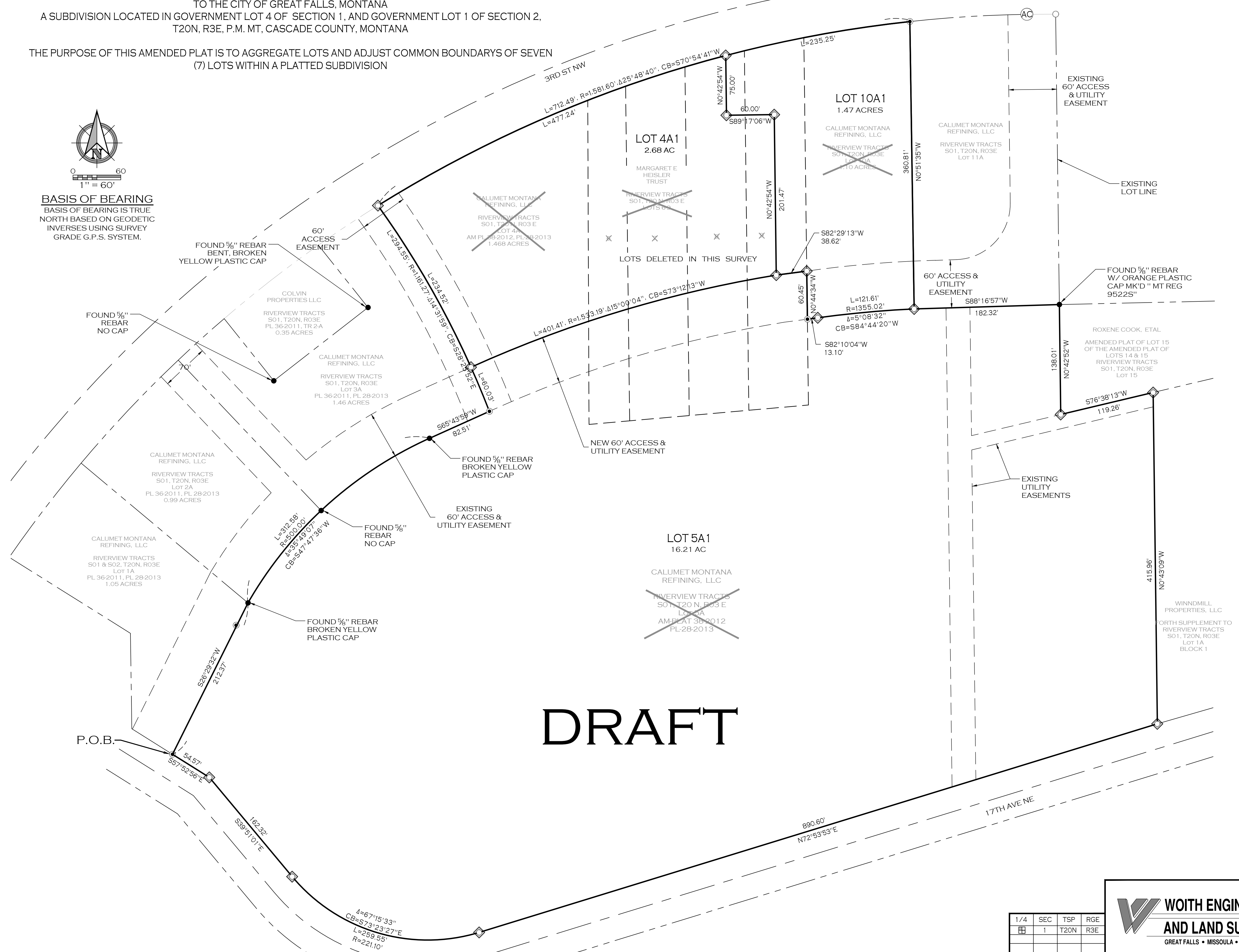
LOT 4A1	2.68 ACRES
LOT 5A1	16.21 ACRES
LOT 10A1	1.47 ACRES
TOTAL PLAT	20.36 ACRES

DRAFT

IT IS NOT THE INTENT OF THIS AMENDED PLAT TO IDENTIFY ALL EASEMENTS OF RECORD. THERE MAY BE EXISTING EASEMENTS OF SITE AND RECORD WHICH ARE NOT SHOWN ON THIS AMENDED PLAT.

1/4	SEC	TSP	RGE
1	T20N	R3E	

<p>WOITH ENGINEERING, INC. AND LAND SURVEYING LLC GREAT FALLS • MISSOULA • WOITHENG.COM • 406-761-1955</p>	JOB #:	1734	<div style="font-size: 2em; font-weight: bold; text-align: center;">P1</div> <div style="font-size: 2em; font-weight: bold; text-align: center;">P2</div>
	FB:	GPS	
	DRAWN:	RCB	
	DESIGN:	RCB	
QA:	MS		
DATE:	9/27/19		



(REVISED)
DEVELOPMENT AGREEMENT
FOR THE AMENDED PLAT OF LOTS 1-3 OF
THE AMENDED PLAT OF LOT 1, BLOCK 1,
THIRD SUPPLEMENT TO RIVERVIEW
TRACTS AND TRACTS 1-A AND 2 OF THE
AMENDED PLAT OF TRACTS 1-A, 2, 3 AND 4,
RIVERVIEW TRACTS AND TRACT 5-A OF
THE AMENDED PLAT OF TRACTS 5, 6, 7, 8,
AND 9, RIVERVIEW TRACTS, AND TRACT 3
OF THE AMENDED PLAT OF THE TRACTS
1-A, 2, 3 AND 4, RIVERVIEW TRACTS, AND
LOT 1 BLOCK 1, OF THE AMENDED PLAT
OF LOT 1, BLOCK 1, OF THE AMENDED
PLAT OF BLOCK 1, FOURTH SUPPLEMENT
TO RIVERVIEW TRACTS, TRACTS 10-13 OF
THE RIVERVIEW TRACTS ADDITION AND
THE AMENDED PLAT OF LOTS 4A, 5A, 6-9,
AND 10A RIVERVIEW TRACTS ADDITION.
A TRACT OF LAND LOCATED IN
GOVERNMENT LOTS 3 & 4 OF SECTION 1,
AND GOVERNMENT LOT 1 OF SECTION 2,
T20N, R3E, P.M.M., CITY OF GREAT FALLS,
CASCADE COUNTY, MONTANA.

1. PREFACE

The following is a binding Agreement dated this _____ day of _____, 2019, between MONTANA REFINING COMPANY INC. hereinafter referred to as “Owner,” and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as “City,” regarding the requirements for filing the Amended Plat of Lots 1-3 of the Amended Plat of Lot 1, Block 1, Third Supplement to Riverview Tracts and Tracts 1-A and 2 of the Amended Plat of Tracts 1-A, 2, 3 and 4, Riverview Tracts and Tract 5-A of the Amended Plat of Tracts 5, 6, 7, 8, and 9,

Riverview Tracts, and Tract 3 of the Amended Plat of the Tracts 1-A, 2, 3 and 4, Riverview Tracts, and Lot 1 Block 1, of the Amended Plat of Lot 1, Block 1, of the Amended Plat of Block 1, Fourth Supplement to Riverview Tracts, Tracts 10-13 of the Riverview Tracts Addition, and the Amended Plat of Lots 4A, 5A, 6-9 and 10A Riverview Tracts Addition. A Tract of Land Located in Government Lots 3 & 4 of Section 1, and Government Lot 1 of Section 2, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana, hereinafter referred to as “Subject Property.”

2. PRIOR AND CURRENT ACTIONS

- A. The Planning Advisory Board, on November 13, 2012, recommended the City Commission approve the Amended Plat of the Subject Property subject to ten (10) conditions of approval being met.
- B. City Commission approved the Amended Plat on January 15, 2013.
- C. The Planning Advisory Board, on June 11, 2019 recommended the City Commission (approve/deny) the Amended Plat of the Subject Property to aggregate and reconfigure seven (7) lots.
- D. City Commission approved the Amended Plat on July XX, 2019 and the revised Development Agreement.

3. SUPPORTING DOCUMENTS

- A. Lots 1-3 of the Amended Plat of Lot 1, Block 1, Third Supplement to Riverview Tracts and Tracts 1-A and 2 of the Amended Plat of Tracts 1-A, 2, 3 and 4, Riverview Tracts and Tract 5-A of the Amended Plat of Tracts 5, 6, 7, 8, and 9, Riverview Tracts, and Tract 3 of the Amended Plat of the Tracts 1-A, 2, 3 and 4, Riverview Tracts, and Lot 1 Block 1, of the Amended Plat of Lot 1, Block 1, of the Amended Plat of Block 1, Fourth Supplement to Riverview Tracts, and Tracts 10-13 of the Riverview Tracts Addition. A Tract of Land Located in Government Lots 3 & 4 of Section 1, and Government Lot 1 of Section 2, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana, prepared by Thomas Dean & Hoskins (TD&H), and filed of record in the Clerk and Recorder’s Office of Cascade County, Montana on the 13th day of August, 2013. Document Number: P-2013-0000028.
- B. Amended Plat of Lots 4A, 5A, 6-9 and 10A Riverview Tracts Addition, a subdivision located in Government Lot 4 of Section 1, and Government Lot 1 of Section 2, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana.

4. FEES AND CHARGES

- A. Owner has paid fees totaling \$1,366.00 for the processing the recording fees for the Development Agreement from 2013, rezoning and Amended Plat application for the Subject Property.
- B. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.
- C. The absence of any fee from this agreement lawfully charged by the City in connection with construction activity associated with Project shall not constitute a waiver by the City.

5. UNFORESEEN POTENTIALITIES

It is mutually recognized, understood and agreed by City and Owner that subsequent to the time this agreement was entered into, events may occur and actions may be taken which were unforeseen by either party or both parties hereto. In this perspective, it is, therefore, agreed that the parties may by mutual subsequent agreement modify the terms, conditions and covenants of this Agreement.

6. CONDITIONS OF APPROVAL

Owner agrees to complete, the conditions of approval associated with the Amended Plat of the Subject Property as listed below and in accordance with standards of City. For the purposes of this agreement “development” will be considered any excavation, construction of new structures, expansion of existing structures, installation of utilities, stormwater management systems or placement of a structure upon a portion of or part of the parcel herein described.

- A. The Amended Plats referenced in item 3 above of the Subject Property shall incorporate corrections of any errors or omissions noted by staff.
- B. Owner shall provide a continuous decorative wall where an industrial use on Lot 5A1 of the Amended Plat abuts a non-industrial use, excluding necessary access points, to mitigate negative impacts to neighboring properties. The wall shall be 8-12 feet tall and be 100% opaque. The wall shall be installed at such time as any new development occurs within any area of the Amended Plats referenced in item 3 above.
- C. Lot 5A1 of the Subject Property shall conform to the Land Development Code 17.44.4 Design Standards for Industrial Buildings, including buffer and screening between uses. Where an industrial use abuts a non-industrial use, a minimum 15-foot landscape buffer shall be provided along the shared property line. In addition, to help mitigate the effects of the subdivision, Owner shall install and maintain at least one canopy or evergreen tree for each thirty-five (35) lineal feet of frontage in the 15-foot buffer adjacent to non-industrial uses. The landscaping/buffer shall be installed at such time as any new development occurs within any area of the Amended Plats as referenced in item 3 above.
- D. Owner shall submit all proposed development plans to the City for applicable code review (including, but not limited to zoning and landscaping) at such time as development occurs on the Subject Property.
- E. Owner shall provide a 15-foot wide bicycle and pedestrian easement from Smelter Ave NE to 4th St NE per conceptual drawings on file at the Planning and Community Development Office. Owner shall construct a 10-foot paved trail on this easement at such time that development occurs on the Subject Property.
- F. Owner shall conform to all EPA, federal, state and local codes related to owning and operating a refinery.
- G. Owner shall provide a storm drain easement across the Subject Property from Smelter Ave NE to 17th Ave NE. The size and location of said easement shall be approved by Public Works prior to final approval of the Amended Plat.
- H. At such time as development occurs on the site the Owner shall provide plans to the City’s Public Works department to determine if a stormwater management plan is necessary. If necessary, the Owner shall provide a plan in compliance with the City of

Great Falls Storm Design Manual and City standards. The plan will be reviewed and approved by the Public Works Department prior to development of the Subject Property.

- I. All roadways within the Subject Property shall be private roadways, maintained by the Owner. Internal, private roadways and associated sidewalks and traffic control shall be approved by the Public Works Department prior to installation and shall include sidewalks where appropriate. Owner shall create a property owners association, before any lot is sold within the Subject Property, which is responsible for installation and maintenance of all private roadways, sidewalks and traffic control devices within the Subject Property.
- J. Owner shall work with Montana Department of Transportation on the number and location of private access driveways from 3rd St NW and Smelter Ave.
- K. Owner shall be responsible for any damage caused to 6th St NE and 17th Ave NE due to the movement of heavy equipment or vehicles across these roadways at no cost to the City.

7. SOIL AND/OR GROUNDWATER CONDITIONS

The Owner of the Subject Property shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, obligations and costs including reasonable attorney fees, that arise from, result from or relate to adverse soil or groundwater conditions on the Subject Property. This indemnity obligation runs with the land. Upon the transfer of ownership of the Subject Property, the prior Owner's (whether the Owner that made this development agreement or a subsequent owner) indemnity obligation for adverse soil or adverse groundwater conditions for the transferred property is released and the indemnity obligation runs to the new owner of the property. Only the owner of the parcel of property with the adverse conditions at the time the City incurs the claim, debt, liability, obligation or cost is obligated to indemnify and no owner of Subject Property is obligated to indemnify for adverse conditions on property owned by someone else.

This indemnification by the Owner of the Subject Property shall apply unless such damage or injury results from the negligence, gross negligence or willful misconduct of the City.

8. MAINTENANCE DISTRICTS

Owner waives its right to protest the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant, street maintenance and street lighting and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Property.

9. FUTURE STORM DRAINAGE FACILITIES

Owner hereby agrees to waive right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements which service Subject Property that may be installed with or without an area wide special improvement district. The term "area wide" as used herein, means any area larger than that covered by Subject Property which is a contributor to the drainage sub-basin of which Subject Property is a part.

10. FUTURE ROADWAY IMPROVEMENTS

Owner, hereby agrees to waive right to protest creation of any future special improvement district for the Subject Property and further agrees to pay when deemed necessary by the City for proportionate share of said roadway improvements, including sidewalk, that may be installed with or without a special improvement district.

11. PUBLIC ROADWAY LIGHTING

Owner, hereby agrees to waive its right to protest any future special lighting district for public roadway lighting facilities that service Subject Property, and further agrees to pay for proportionate share of the costs associated with roadway lighting which service Subject Property that may be installed with or without a special lighting district.

12. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves the zoning of the Subject Property with an assigned zoning classification of C-2 General commercial to Lots 1-4, 6 and 7 and PUD Planned Unit Development to Lot 5A1 of the Amended Plat. It is hereby understood that the preceding language regarding zoning of lots in the Subject Property does not preclude City from reclassifying lots if an area wide reclassification is undertaken, in which event City agrees to reclassify said lots as a conforming use.

13. BINDING EFFECT

The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

CITY OF GREAT FALLS
Party of the First Part

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

OWNER

By: _____
(This will need to be updated)

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

On this _____ day of _____, 2013, before me, a Notary Public in and for the State of Montana, personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Printed Name: _____
Residing at: _____
My commission Expires: _____, 20_____



Item: Labor Agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA).

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the Great Falls Police Protective Association (GFPPA).

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA).”

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

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and GFPPA, which consists of 76 sworn employees of the Police Department.

Summary:

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable articles throughout the agreement.

Representing the City:

Greg Doyon, City Manager
Chuck Anderson, Deputy City Manager
Sara Sexe, City Attorney
Gaye McInerney, HR Director
Dave Bowen, Chief of Police
Jeff Newton, Captain
Dede Bergan, Senior Administrative Assistant

Representing the GFPPA:

Clint Houston, President
Katie Cunningham, Vice President
Aaron Frick, Treasurer
Adam Hunt, Secretary
Jon Marshall, Representative

Changes from the previous Agreement include, but are not limited to:

Article 1.1 – Association: Captains and the Chief of Police are excluded from the Association.

Article 1.11 – Work Week: The work week was clarified to begin on Sunday at 12:00 midnight and end on Saturday at 11:59 p.m.

Article 5.3 – Representation Fee: The Agreement was updated by the Union to comply with the *Janus* decision of June 2018.

Article 7.1 – Hours of Duty: Stand-by time was increased from four (4) to five (5) hours at regular hourly rate for every twenty-four (24) hours an employee is on Stand-by.

Article 7.2 – Work Schedule: The six-month piloted 10:40 shift schedule was bargained into the agreement as an additional work schedule. This includes adjustments for the new shift schedule in earning of Overtime (Article 8) and Working on Holidays (Article 10.2).

Article 8.1 –Overtime: Clarification in earning overtime for Call Backs/Call Outs was made as follows:

e. Call Back:

- i. **Extension of Shift:** In the event an employee is required to return to work within one half (½) hour of the end of their shift to complete work that should have been done prior to leaving work, will be compensated as an extension of the regular shift at the rate of time and one-half (1½) for all hours worked in excess of a regularly schedule work shift.
- ii. **Call Out:** An employee called out to work, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours as straight time, or time and one-half for actual hours worked, whichever is greater. Call out does not include scheduled work such as court and meetings that the employee has advanced notice of, and which occurs one (1) hour or less either before or after the regular shift.
- iii. In the event an employee is called to work while on pre-approved scheduled vacation/annual leave, the employee will be credited back their unused vacation/annual leave as a result of being called out during their normal shift and will be paid at a rate of time and one-half (1½) for actual hours worked.

Article 8.3 – Court Appearance: Added the paragraph:

In the event the employee, who is currently on night shift rotation, is required to appear before any judicial or administrative body, the employee shall be paid for a minimum of six (6) hours at the straight time rate.

Article 9.1 – Salaries: The CBA term is two years from July 1, 2019 through June 30, 2021 with a 2.75 percent COLA increase on July 1st of each year.

Article 9.6 – Investigative Pay: All sworn employees in the Investigative Services Bureau for longer than six (6) months, will receive an additional \$25.00 per month in pay.

Article 17.2 – Medical Insurance: MMIA raised the health insurance premiums for the City of Great Falls by 10.6 percent. This resulted in a 10 percent increase to the employee premiums. The City still maintains the 90/10 percent cost sharing with the City paying 90 percent and the employee paying 10 percent of the health premiums.

	7/1/19			
	A	B	C	
Coverage	City Contribution added to base	Additional City Contribution not in base	Employee Contribution	Incremental Increase Over 2018 Rates
Employee (EE)	\$783		\$ 54.60	\$ 4.96
EE & Child(ren)	\$783	\$ 432.23	\$135.03	\$ 12.30
EE & Spouse	\$783	\$ 596.70	\$153.30	\$ 90.65
EE & Family	\$783	\$1,127.12	\$212.24	\$125.42

Article 22 – Physical and Mental Examinations: The City, with just cause or reasonable basis, may request a mental or physical examination to determine job fitness, which will be provided to the employee by a medical provider at no cost to the employee.

Fiscal Impact:

The financial impact of a 2.75 percent COLA increase for each year of the two-year contract is approximately \$289,310.

Alternatives:

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

Concurrences:

The GFPPA members voted to ratify the contract language in July 2019.

Attachments/Exhibits:

Proposed Labor Agreement

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS, MONTANA

AND

GREAT FALLS POLICE PROTECTIVE ASSOCIATION

July 1, 2019 – June 30, 2021

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ARTICLE 1

DEFINITIONS

1.1 ASSOCIATION

The Great Falls Police Protective Association (AKA: GFPPA or PPA), or its designated representative. All confirmed officers of the Police Department are members of the Association, excluding the rank of Captains and the Chief of Police. All members of the Association shall have available to them the benefits of being an Association member, except as dictated below in Section 1.2, (contractual matters) or association legal representation.

1.2 BARGAINING UNIT

All sworn personnel of the Police Department of the City of Great Falls, Montana, except lieutenants.

1.3 COLLECTIVE BARGAINING ACT

The Collective Bargaining for Public Employees Act, Montana Code Ann. §39-31-101 through 39-31-409, as it exists as of the date of this Agreement.

1.4 COMPENSATORY TIME

The time off to which an employee, at his option, is entitled in lieu of cash payment as permitted by this Agreement.

1.5 DAY

The day for each employee shall be the twenty-four (24) hour period commencing at the beginning of his regularly-scheduled shift.

1.6 DEPARTMENT

The Municipal Police Department of the City of Great Falls, Montana.

1.7 EMPLOYEE

All members of the Bargaining Unit.

1.8 EMPLOYER

The City of Great Falls, Montana.

1.9 PRONOUN

Whenever used in this Agreement, each singular number or term shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

1.10 SHIFT

The hours per day regularly scheduled for an employee to work.

1.11 WORK WEEK

An employee's work week shall consist of one calendar week, starting Sunday at 12:00 midnight ending Saturday at 11:59 p.m., and shall include no more than seven consecutive calendar days.

1.12 WORK DAY

In accordance with Montana Code Ann. §39-4-107, a period of eight (8) hours constitutes a day's work, unless specifically stated elsewhere in this contract.

ARTICLE 2

PURPOSE

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana State statutes, this Agreement has as its purpose the promotion of harmonious relations between Employer and Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits, officer safety and other conditions of employment.

ARTICLE 3

RECOGNITION

Employer recognizes Association as the sole and exclusive bargaining agent for all employees for the purposes set forth in this Agreement or in the Collective Bargaining Act.

ARTICLE 4

EMPLOYEE RIGHTS

4.1 NON-JEOPARDY AND RIGHT TO ORGANIZE

- a. It shall be the right of all employees to join and support Association for the purposes of negotiating with Employer, or its duly selected representative, with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing, maintaining, protecting, and improving the standards of the Great Falls Police Department and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining Act. Employer agrees that it shall not deprive any employee of the rights conferred by this Agreement or the Collective Bargaining Act.
- b. No employee shall be discharged or discriminated against by Employer for upholding lawful Association activities.

4.2 PROTECTION OF EMPLOYEE RIGHTS

- a. Employer shall give reasonable support to employees in the discharge of their duties.
- b. No employee shall suffer any reduction in this base rate of pay or in any other benefits covered by this Agreement at the date hereof as a result of this Agreement.

- c. No employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause; excluding, however, probationary employees.
- d. The Standards of the Department as of the effective date of this Agreement provides certain written policies and procedures for the commencement, receipt, handling and disposition of matters relating to discipline of employees as well as complaints against them.

4.3 HOLD HARMLESS

Employer shall provide insurance or risk-pooled indemnity protection to defend and indemnify, if necessary, employees for claims, actual or alleged, made against them while acting within the course and scope of their employment, provided that such incidents, damages or acts are not caused by the willful violation of penal statutes, acts of fraud, conduct contrary to the Great Falls Police Department Policy Manual or the City of Great Falls Personnel Policy Manual, or conduct outside of the course and scope of employment. In addition, Employer agrees to abide by all requirements of the laws of the State of Montana relating to its obligation to defend, indemnify and hold employees harmless while acting within the course and scope of their employment.

4.4 PERSONNEL FILES

- a. Employees shall have the right to review the contents of any official personnel file maintained in Human Resources regarding them by Employer or any agent or representative of Employer, including any working copy in the Support Services Bureau Captain's office. One copy of any material placed in an employee's file shall be made available to him upon request.
- b. All items in any such file shall be identified as to source.
- c. The employee shall have the right to answer any material filed and his answer shall be placed in the same personnel file. The answer shall succinctly state the employee's position and shall not be unduly lengthy or burdensome.
- d. This provision shall not restrict supervisors or management representatives from maintaining administrative records with regard to employee action or transactions.

4.5 UNLAWFUL TERMINATION

Employer will not terminate nor separate an employee from his employment in an attempt to circumvent the provisions of this Agreement.

4.6 CONFLICT OF LAWS

In the case of conflict of provisions contained in this Agreement and the Employee

Personnel Policy Manual, this Agreement's provisions shall be applied, unless such provisions are contrary to applicable law.

ARTICLE 5

ASSOCIATION RIGHTS

5.1 NONDISCRIMINATION POLICY

Association and employer agree that this Agreement is subject to the Nondiscrimination Policy of Employer and that cooperation will be given to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of race, color, religion, sex, national origin public assistance status, or other class protected by state and federal law.

5.2 MEMBERSHIP

All employees covered by this Agreement who are or become members of the Association on or after the effective date of this Agreement shall maintain their membership in good standing with the Association.

5.3 REPRESENTATION FEE

- a. Membership in the Association shall be separate, apart and distinct from assumption by each employee of his equal obligation to supply the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Association members. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit and all employees derive benefit there under, each employee in the bargaining unit shall as provided in this subsection assume his fair share of the obligation along with the grant of benefits contained in this Agreement.
- b. Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of his attainment of the rank of Police Officer, shall forfeit all benefits of the Association including representation in disciplinary matters and access to the legal fund, subject to applicable law.
 - 1) The Association will certify to Employer, the current rate of Association membership dues.
 - 2) Requests for initiating deductions for the personal representation fee shall be submitted on a form signed by the employee within the above-defined thirty (30) day period.

- 3) Deductions shall be under the same conditions and schedules as the deductions for Association membership dues prescribed in Article 5.4 of this Agreement.
- (c) The Association shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.
- d. The provisions of this subsection 5.3 shall not apply to any existing employee who is not a member of the Association, but shall apply to all current members thereof and all future employees.

5.4 DUES ASSIGNMENT AND PAYROLL DEDUCTION

- a. Payroll deductions shall be made by Employer for Association membership dues and for the representation fee.
 - 1) Deductions for Association membership dues or for representation fees shall be initiated by submitting to Employer a written authorization therefore signed by each individual employee wishing to effect such deductions. Said deductions shall continue in effect from year to year pursuant to such written authorization unless revoked by written notice by the employee to Employer and to Association.
 - 2) Employer shall deduct in equal installments, such dues from each regular salary check of all employees whose authorizations are on file with Employer.
 - 3) All monies deducted by Employer for Association membership dues and personal representation fees shall be remitted to the Treasurer of the Association by the 20th day of each calendar month.
 - 4) All association members agree that if, for any reason, their employment should end with the Police Department, the member authorizes the City of Great Falls Finance Department, as directed by the Association Treasurer, to submit payment from the members final "payout/severance" check to the Association for full payoff of any outstanding Association loan balance said member has with the Association.

5.5 ASSOCIATION BULLETIN BOARDS

Employer agrees to provide suitable space for the Association Bulletin Boards. Postings by the Association on such boards are confined to official business of the Association.

5.6 ASSOCIATION BUSINESS

Employer recognizes a negotiating committee from the Association not to exceed five (5) members and a grievance committee not to exceed five (5) members. Time spent by the negotiating committee in bargaining on terms and conditions of the contract, as well as other necessary negotiation business, shall be without loss of regularly scheduled time or

pay. Discussions with the grievance committee shall also be conducted without loss of regularly scheduled time or pay.

5.7 INFORMATION

Employer recognizes the necessity for the Association to have possession of information to maintain the Agreement and prepare for negotiations.

Therefore, one (1) copy of the materials listed below will be furnished to the Association by Employer at no cost within ten (10) days of the receipt of a request therefore, provided such materials are available.

- a. General fund budgets - preliminary and final.
- b. Annual report of Employer setting forth actual receipts and expenditures.
- c. Administrative regulations.
- d. Names, addresses, rank, and general payroll classification of employees in a particular rank.
- e. Any information, statistics and records relevant to negotiations, or necessary for proper enforcement of the terms of this agreement.

The Association, upon written request to Employer, shall also be furnished information or access to information that is of a public nature and is available. For such information Employer may charge the Association for the cost of preparing or providing copies thereof.

The Association will provide the Employer with the names of new Association officers, terms of office, and contact information thirty (30) days after elections.

ARTICLE 6

SENIORITY AND REDUCTION IN FORCE

6.1 SENIORITY

Seniority means an employee's length of continuous service with the Department since the date of hire, and shall be computed from the date the employee began such service.

- a. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, in the event of reemployment under Article 6.2 of this Article, previous service shall count towards seniority.
- b. To be absent from the job due to an approved voluntary leave of absence without pay that exceeds fifteen (15) days will be considered lost time for the purpose of seniority unless the employee worked one hundred (100) hours or more in any calendar month(s) during which the leave occurred; however, previous service upon return to work is

counted toward seniority.

c. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.

d. Employer shall post a seniority roster on December 1 and June 1 of each year. Employees may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.

e. Absences due to injury in the line of duty shall be considered as time worked for the purposes of determining seniority and granting of any benefits covered by this Agreement.

6.2 REDUCTION IN FORCE

a. A Reduction in Force and the term "layoff" as used herein shall be separate and distinct from the terms "resignation," "retirement" and "dismissal," and shall mean the loss of an employee's employment with Employer which is the result of any reason other than resignation, retirement or dismissal.

b. In the event that Employer anticipates that a layoff of employees is to take place, Employer will provide Association with written notification which will include the positions proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon Association request, Employer will make available to Association any data requested which pertains to the layoff determination. Any employee who is to be placed on layoff will be so notified in writing, by certified mail, at least thirty (30) days prior to the effective date of the layoff. The Association will be provided with a listing of the employees being notified of the layoff.

c. Layoffs caused by Reduction in Force shall be in order of seniority; that is, the employee last hired shall be the first released.

d. No full-time employee shall be laid off while temporary or part-time employees are serving in the bargaining unit.

e. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of a Reduction in Force shall be the first rehired, provided the employee is able to meet the physical requirements of the job. The Employer shall notify in writing such employees to return to work and furnish the Association with a copy of such notification. It shall be the employee's responsibility to maintain a current address on record with the Employer for the purpose of such notification. An employee who is notified to report to duty, but fails to notify Employer within fourteen (14) calendar days of his intention to return to work, shall be considered as having forfeited his right to reemployment.

f. Layoffs and subsequent recall shall not be considered as a new employment affecting the status of previous employees, nor shall it require the placement of reemployed

personnel in a probationary status.

ARTICLE 7

HOURS OF WORK

7.1 HOURS OF DUTY

The working year shall normally be two thousand eighty (2,080) hours. The regularly scheduled working hours for employees shall be forty (40) hours per week, except for the patrol division that presently works nine (9), ten (10), and ten (10) hour and forty (40) minute shift schedules (10:40).

7.2 WORK SCHEDULE

The hours of work each day may consist of an eight (8) hour shift which will include thirty minutes for a meal and two fifteen-minute rest breaks midway through the first part of the shift and midway through the second part of the shift.

The hours of work each day may consist of a nine (9) hour shift which will include forty-five minutes for a meal and one twenty minute rest break.

The hours of work each day may consist of a ten (10) hour shift which will include sixty-five minutes for a meal and one twenty minute rest break.

The hours of work each day may consist of a ten-hour (10) forty-minute shift (40) which will include sixty-five minutes for a meal and one twenty minute rest break.

7.3 SHIFT CHANGE

The City will notify an employee of a change in a normally scheduled shift as soon as possible in order to minimize any inconvenience the change may cause.

ARTICLE 8

ADDITIONAL DUTY

8.1 OVERTIME

- a. Except as otherwise specifically provided in this Article, employees shall be paid at the rate of time and one-half for all hours worked in excess of a regularly scheduled work shift, and for all hours worked on days off.
- b. Overtime shall be computed to the nearest quarter (1/4) hours starting one minute after the quarter hour begins and extending to the full quarter hour.

For those employees working the ten hour (10) forty (40) minute schedule, overtime shall be computed to the nearest 1/3 hour starting one minute after the 1/3 hour begins and extending to the full 1/3 hour.

- c. Holidays, sick leave, vacation or compensatory time taken during the work week will be considered as time worked when computing overtime.
- d. Employees shall not be required to suspend work during regular schedule hours to prevent overtime accumulation.
- e. Call Back:
 - i. Extension of Shift: In the event an employee is required to return to work within one half (1/2) hour of the end of their shift to complete work that should have been done prior to leaving work, will be compensated as an extension of the regular shift at the rate of time and one-half (1/2) for all hours worked in excess of a regularly schedule work shift.
 - ii. Call Out: An employee called out to work, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours as straight time, or time and one-half for actual hours worked, whichever is greater. Call out does not include scheduled work such as court and meetings that the employee has advanced notice of, and which occurs one (1) hour or less either before or after the regular shift.
 - iii. In the event an employee is called to work while on pre-approved scheduled vacation/annual leave, the employee will be credited back their unused vacation/annual leave as a result of being called out during their normal shift and will be paid at a rate of time and one-half (1/2) for actual hours worked.
- f. No overtime or pay shall be paid for travel time to and from the job.
- g. An employee required to attend local training and meetings, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours as straight time or time and one-half, whichever is greater.
- h. Request for Law Enforcement Services at Events. The Great Falls Police Department Request for Law Enforcement Services Form will be adhered to and Officers will be paid at a rate of time and one-half (1/2) or four (4) hours, whichever is greater, for all Security Type Extra Duty Requests.

8.2 STANDBY

Employer and the Association agree that the use of standby time shall be minimized consistent with sound law enforcement practices, and the maintenance of public safety. Standby assignments shall be for a fixed predetermined period of time not to exceed eight (8) hours. Employees formally placed on standby status shall be compensated on the basis of four (4) hours straight time pay for eight (8) hours of standby or fraction thereof. If the employee is actually called back to work, normal overtime rules shall apply in addition to the standby premium.

8.3 COURT APPEARANCE

In the event that any court appearance before any judicial or administrative body is required, excluding those occurring during regularly scheduled hours or days, (except as provided in 8.1(e) above) the employee shall be paid for a minimum of four (4) hours at the straight time rate. If such court appearance is on a scheduled day off, the four (4) hour minimum will be paid at the time and one-half rate.

In the event the employee, who is currently on night shift rotation, is required to appear before any judicial or administrative body, the employee shall be paid for a minimum of six (6) hours at the straight time rate.

Officers required to participate in juvenile detention hearings will be compensated according to the following schedule:

- Officers waiting to testify on a detention hearing while not physically at the court will be paid straight time; or
- Officers who have to testify via telephonic means will be paid court appearance rates as noted above in the first paragraph;
- Officers will be compensated for either straight time while waiting to testify or court appearance rates for testimony provided over the phone, but not for both.

8.4 PAYMENT FOR OVERTIME

Except as provided in this paragraph, employees may earn overtime hours worked without restriction. Each employee shall receive payment for overtime work on compensatory time basis; provided, however, that the maximum amount of compensatory time that can be accumulated shall be one hundred sixty (160) hours. Any hours in excess thereof shall be paid to any such employee. No more than forty (40) hours compensatory pay may be requested at one time by any employee without the approval of the Chief of Police or a designated representative.

- a. The dates when employees request use of earned compensatory time shall be determined by the Chief of Police or his/her duly authorized officer, under the following conditions:
 1. Abide by current standards as set forth in the Fair Labor Standards Act (FLSA);
 2. If manning is limited and it is necessary to post an overtime spot for a compensatory day request, two (2) weeks' notice must be given. If the overtime slot is unfilled one (1) week in advance of the requested day off, it will be denied unless agreed upon by both parties.
 3. Granting a compensatory time request when it conflicts with a pre-approved vacation will be at the discretion of the Shift Supervisor.

8.5 COMPENSATION FOR TRAINING

- a. Employer agrees to compensate each employee as provided in Article 8.1(a) for all overtime earned as a result of attendance at local in-service training schools and seminars. Compensation shall be paid as provided in Article 8.4 above.
- b. For attendance at in-service training schools, seminars or other meetings authorized by Employer outside the City of Great Falls, Montana, each employee shall be entitled to the per diem allowances provided in Montana Code Ann. §2-18-501(1)(b), (4), (5) and (8). In addition, each employee who is required to use personal transportation for travel in the performance of assigned duties shall be reimbursed at the rate established by Montana law (Montana Code Ann. §2-18-503).

8.6 COMPENSATION FOR ASSIGNMENT TO HIGHER RANK

If any employee is assigned a position normally reserved for an employee of a rank higher than Master Police Officer for a period of four (4) hours or more, that employee assuming that position shall be paid as if he actually held the assumed rank.

8.7 PYRAMIDING

There shall be no pyramiding of overtime pay except as expressly permitted by this Agreement.

ARTICLE 9

COMPENSATION

9.1 SALARIES

The base monthly salary, from first date of employment, for each class of employee covered by this Agreement shall be as follows: The City proposes to change the pay period from semi-monthly to bi-weekly, if every other unit agrees to the change.

BASE SALARY

9.2

RANK	<u>July 1, 2019</u> (2.75%)	<u>July 1, 2020</u> (2.75 %)
Probationary Police Officer	\$4,572.20	\$4,697.94
Police Officer (Confirmed)	\$4,744.07	\$4,874.53

LONGEVITY PAY

Longevity shall be paid from the first date of employment as a sworn officer of

Employer. Compensation therefore shall be at the rate of sixteen dollars and fifty cents (\$16.50) per month. Longevity pay increases shall become effective upon each employee's anniversary date of employment.

When an Officer of the Great Falls Police Department attains his 17th year anniversary with this Department, his earned longevity will be placed on his base salary. This longevity will be at the rates negotiated in this contract, and shall not exceed \$16.50 per month per year of service, not to exceed an accumulated total of \$330.00. When calculating raises, longevity is added to the base pay after the raise is factored in and not beforehand. This practice is the same as the formula listed below.

The formula for computing each employee's rate of pay shall be as follows:

Police Officer	= base plus longevity
Senior Police Officer	= base X's %, plus longevity
*Senior Police Officer II	= base X/s %, plus longevity
Master Police Officer	= base X's %, plus longevity
*Master Police Officer II	= base X's %, plus longevity
Sergeant	= base X's %, plus longevity
*Sergeant II	= base X's %, plus longevity
X% = Senior Police Officer	15%
*Senior Police Officer II (after 3 years as a Senior Police Officer)	17%
Master Police Officer	25%
*Master Police Officer II (after 5 years as a Master Police Officer)	27%
Sergeant	38%
*Sergeant II (after 7 years as a Sergeant)	40%

**Denotes length of time in position and is not a new or senior position/rank.*

At the sole discretion of the employer, an employee with prior service with another agency may be compensated for the prior service by a starting wage up to, but not exceeding, the level of Senior Police Officer.

9.3 SHIFT PREMIUM

An employee who shall be employed for what is commonly referred to as the "afternoon shift" shall receive an additional 35¢/hr. in addition to other salary payments, and any employee who shall be employed for what is commonly known as "night shift" shall receive an additional 50¢/hr. in addition to other salary payments. In each case such additional compensation shall apply only to the hours during which the employee, in a given pay period, is actually serving on the "afternoon shift" or the "night shift" as the case may be.

9.4 PROMOTIONS AND ROTATIONS

Eligibility for placement as a probationary police officer and advancement to the rank of Senior Police Officer or promotion to Master Police Officer or Sergeant will be set in Department Policy. Master Police Officer and Sergeant will be identified as a promotion for purposes of seniority. Rotations will also be in accordance with Department Policy. Any change to this policy shall include or involve the Labor-Management Committee.

9.5 RATE OF COMPENSATION—LENGTH OF SERVICE

Upon satisfactory completion of one (1) year of service on the Department as a Probationary Police Officer, an employee shall be paid at a minimum rate of a Police Officer. Upon satisfactory completion of one (1) year of service on the Department as Police Officer, an employee shall be paid at a minimum rate of a Senior Police Officer. After three (3) years as a Senior Police Officer, an employee shall be paid at the Senior Police Officer II rate of pay. After five (5) years as a Master Police Officer, an employee shall be paid at the Master Police Officer II rate of pay. After seven (7) years as a Sergeant, an employee will be paid at the Sergeant II rate of pay.

9.6 INVESTIGATIVE PAY

All sworn employees assigned to the Investigative Services Bureau for a period longer than six (6) months will receive an additional \$25.00 per month. Detectives are assigned to a rotational on-call schedule for each weekend. Detectives will be compensated eight (8) hours for the time they are on-call. If the on-call weekend includes a holiday, they will be compensated an additional four (4) hours for each holiday consecutive with the weekend. If called in to work while on-call, the detective will be compensated for their on-call time as well as one and one-half (1½) times their hourly rate for hours called out. The weekend/holiday on-call time begins at 1700 hours on the day before the weekend (typically Friday) to 0800 hours on the day returning to their regularly scheduled shift (typically Monday). Detectives are on-call to serve the needs of the organization, if necessary, and are not specific to any bureau.

9.7 HIGH RISK UNIT PAY

Employees assigned to the High Risk Unit for a period longer than six (6) months will receive an additional \$30 per month.

9.8 FIELD TRAINING OFFICER PAY

Employees assigned to perform the function of Field Training Officer (FTO) will receive \$100.00 for the 1st Phase, \$75.00 for the 2nd Phase, \$75.00 for the 3rd Phase, and \$50.00 for the 4th Phase of the Probationary Officer's training. If an extension of the training is necessary, the officer assigned as the FTO will receive \$40.00.

9.9 DEATH OF EMPLOYEE

In the event of death of an employee, all sums payable under the terms of this Agreement to the employee, had he survived, including unused sick leave as provided by state law, final pay, vacation and compensatory time shall be paid to the employee's beneficiary designated on a form provided by Employer, or to his estate in the absence of any such designation by employee. The designation of a beneficiary by an employee shall have the same force and effect as if the same disposition had been made by Will by the employee.

The employee, his estate, his designated beneficiary, and any successors and assigns shall indemnify and hold the Employer harmless from any and all claims, demands, or liability arising out of the disbursement of such sums to the designated beneficiary, or in lieu thereof, employee's estate.

ARTICLE 10

HOLIDAYS

10.1 SCHEDULED HOLIDAYS

Employees shall be granted the following holidays:

- a. New Year's Day, January 1;
- b. Martin Luther King Day, 3rd Monday in January;
- c. Lincoln's and Washington's Birthday, 3rd Monday in February;
- d. Memorial Day, last Monday in May;
- e. Independence Day, July 4;
- f. Labor Day, first Monday in September;
- g. Veterans' Day, November 11;
- h. Thanksgiving, fourth Thursday and Friday in November;
- i. Christmas, December 25;
- j. Every day declared a legal holiday by the City Commission;
- k. Every day in which a general election is held throughout the State of Montana;
- l. A personal holiday to be taken within the calendar year earned and requires prior approval of supervisor. If request is denied, the employee will be paid at the time and one-half rate.

10.2 COMPENSATION FOR WORKING HOLIDAYS

Employees required to work on a holiday will be paid at one and one-half (1½) times their regular rate of pay in addition to their regular rate of pay for actual hours worked. When an employee is required to work on a holiday, he/she will earn compensatory time at the rate of twelve (12) hours for an eight (8) hour shift, thirteen and one-half (13½) hours for a nine (9) hour shift, and fifteen (15) hours for a ten (10) hour shift, and sixteen (16) hours for a ten (10) hour and forty (40) minute shift (10:40). The

employee shall submit a written request to his/her immediate supervisor for one of the following:

- a. Pay at the negotiated rate of pay.
- b. Compensatory time to be taken at a time mutually agreed upon by the employee and supervisor.
- c. Employees required to work on a holiday who do not work the entire shift will be compensated for the holiday at their regular rate of pay and will receive time and one-half (1 ½) for actual hours worked on the holiday. The employee will not be charged sick, vacation or comp. time for the hours not worked.

10.3 COMPENSATION FOR HOLIDAYS FALLING ON DAYS OFF

Observed holidays which fall on the employee's regularly scheduled day off shall be compensated for on a straight time basis, either by accumulation of compensatory time or by receiving a regular day's pay, at the discretion of the employee, as defined and limited in Article 8.4. Employees working a set day shift schedule of Monday - Friday with weekends off (example Detectives/Support Services) will be required to take the observed holiday off in keeping with the Administrators scheduled time off. Exceptions to this will be granted by a supervisor on a case by case basis.

10.4 COMPENSATION FOR HOLIDAYS FALLING ON VACATIONS AND SICK LEAVE

Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on a paid sick leave or a paid vacation shall be earned by the employee and not charged as sick leave or vacation.

ARTICLE 11

VACATIONS

11.1 VACATION CREDIT

Each employee is entitled to and shall earn annual vacation leave credits from the first date of employment. For calculating vacation leave credits, two thousand eighty (2080) hours (52 weeks times 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period; provided, however, employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. See Montana Code Annotated 2-19-611.

Vacation leave credit shall be earned in accordance with the following schedule:

- a. From first date of employment through ten (10) years of employment at the rate of one hundred twenty (120) hours (the equivalent of fifteen (15) eight (8) hour working days) for each year of service;
- b. After ten (10) years through fifteen (15) years of employment at the rate of one hundred forty-four (144) hours (the equivalent of eighteen (18) eight (8) hour working days) for each year of service;
- c. After fifteen (15) years through twenty (20) years of employment at the rate of one hundred sixty-eight (168) hours (the equivalent of twenty-one (21) eight (8) hour working days) for each year of service;
- d. After twenty (20) years of employment at the rate of one hundred ninety-two (192) hours (the equivalent of twenty-four (24) eight (8) hour working days) for each year of service.

11.2 SEPARATION FROM SERVICE OR TRANSFER TO OTHER DEPARTMENT--CASH FOR UNUSED VACATION LEAVE

An employee whose employment with Employer is terminated shall be entitled upon the date of such termination to cash compensation at his then effective rate of pay then in effect for unused accumulated vacation leave; provided, however, if an employee transfers between agencies of the Employer, there shall be no cash compensation paid. In the event of such a transfer the receiving agency shall assume the liability for accrued vacation credits of the employee.

11.3 ACCUMULATION OF LEAVE

Vacation leave credits may be accumulated to a total number of days not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation leave credits shall not be forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.

11.4 LEAVE OF ABSENCE WITHOUT PAY

An employee may not accrue annual vacation leave credits while in a leave without pay status.

11.5 CHARGES AND CREDITS

Vacation charges and credits shall be charged to the time actually used.

11.6 LEAVES OF ABSENCE

Leave of absence without pay may be used to extend regular vacation, with the prior approval of the Chief of Police, City Manager or a designated representatives.

11.7 VACATION DETERMINATION

Vacation shall be determined on the basis of seniority preferences by division and rank.

ARTICLE 12

SICK LEAVE

12.1 SICK LEAVE CREDITS EARNED

Each employee is entitled to and shall earn sick leave credits from the first date of employment. For calculating sick leave credits 2080 hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of days which may be accumulated. See Montana Code Annotated 2-18-618.

12.2 QUALIFICATION

An employee may not accrue sick leave credits while in a leave without pay status. Employees are not entitled to be paid sick leave under the provisions of this Agreement until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits the employee has earned.

12.3 USE

Subject to applicable state and federal law, employee shall be allowed to use earned and accumulated sick leave credits for absences from duty without loss of pay due to any one or more of the following:

- 1) Illness;
- 2) Injury;
- 3) Medical disability;
- 4) Parental-related disability, including prenatal care, birth, miscarriage, abortion and/or other medical care for either employee or child;
- 5) Quarantine resulting from exposure to contagious disease;
- 6) Medical, dental or eye examination or treatment;
- 7) Care of or attendance to immediate family member for any of the above;
- 8) Care of or attendance to other relative for any of the above at the discretion of the Chief of Police or his designee;
- 9) When there is a death in the immediate family, employee may use up to ten (10) days of accumulated sick leave for bereavement leave, unless the leave qualifies under the Family Medical Leave Act (FMLA).
 - a. Immediate family is defined as employee's spouse and any member of employee's household, or any parent, child, sister, brother, grandparent, grandchild, or corresponding in-law.

12.4 ELIGIBILITY

Employees are required to follow the following three steps in order to be eligible for use of sick leave:

- a. Report one (1) hour prior to the beginning of the shift to the shift commander on duty or immediate supervisor the reason for absence.
- b. If the absence is for more than one (1) day in length, the employee must keep the shift commander on duty or immediate supervisor informed of the status of the condition.
- c. Employees who claim sick leave when physically and mentally fit unless under specific provision of this Agreement shall be subject to disciplinary action.
- d. If required by Police Chief, employees must submit a proper medical certificate for any absence charged to sick leave.

12.5 TERMINATION OF EMPLOYMENT

An employee whose employment is terminated is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time his employment is terminated. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971, and the payment therefore shall be the responsibility of Employer; provided, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within Employer's jurisdiction, he shall not be entitled to a lump-sum payment. In such a transfer the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

12.6 RE-EMPLOYMENT

An employee who receives a lump-sum payment pursuant to this Agreement and who is again employed by Employer thereof shall not be credited with any sick leave for which he has previously been compensated.

12.7 MISCELLANEOUS SICK LEAVE PROVISIONS

- a. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or approved leave without pay at the employee's option.
- b. Sick leave charges and credits shall be charged to the actual time used.
- c. Medical appointments may be charged to sick leave provided the minimum time charged is not less than one-quarter (1/4) hour. Each absence shall be reported separately and authorized in advance by the employee's supervising officer.
- d. Parental leave may be charged against sick leave credits up to six (6) weeks, not to

exceed 240 hours, without medical documentation, unless the leave qualifies under the FMLA.

- e. Illness that occurs during an employee's vacation shall be charged to sick leave. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and shall not be charged to sick leave.
- f. In the event an employee becomes incapable of performing the duties of his regular classification through illness or injury, Employer may transfer the employee, with the employee's consent, without loss of pay to a position for which he is qualified provided the change can be accomplished without displacing another employee, and this change is otherwise consistent with applicable law.

12.8 SICK LEAVE DONATIONS

Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits and vacation leave credits, and needs more time away from work, members of the Association may donate eight (8) hours of sick leave to any City employee on an individual basis. Requests for donations must be approved by management. The maximum an employee can receive or donate is one hundred-twenty (120) hours in a calendar year.

12.9 LIGHT DUTY

The department will endeavor to modify duty assignments consistent with documented medical restrictions for employees who have experienced work-related injuries. Ordinarily light duty for a work-related injury will be granted for a one year period from the first day of light duty per injury; however, it generally will not be approved beyond the one year limitation.

The department will also attempt to provide light duty to employees injured off duty; however, personnel with duty related injuries take precedence. The Chief of Police may grant ninety (90) days of light duty in a non-duty related injury or illness. Any extension must be placed in writing, recommended by a supervisor and approved by Human Resources. If the request is not approved, the officer may appeal the decision to the City Manager. These decisions will be based upon the circumstances involved, available positions, and alternative resources available to the employee.

This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances.

ARTICLE 13

FAMILY AND MEDICAL LEAVE (FMLA)

The agreed upon policy for Family and Medical Leave (FMLA) is set forth in the City Employee Personnel Policy Manual, and is incorporated herein by this reference.

ARTICLE 14

PARENTAL LEAVE

The agreed upon policy for Parental Leave is set forth in the City Personnel Policy Manual, and is incorporated herein by this reference.

ARTICLE 15

OTHER LEAVES WITH PAY

15.1 **MILITARY LEAVE**

Any employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay, after six (6) months of employment, the minimum number of days required to fulfill his 15 day/120 hour military service obligation. Such absence shall not be charged against vacation leave credits earned by the employee. Under the terms of this contract refer to State Law, currently Montana Code Ann. §10-1-1009 and the City Personnel Policy Manual.

15.2 **JURY SERVICE AND SUBPOENA**

Each employee who is under proper summons as a juror or witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Such fees shall be applied against the amount due the employee from Employer. However, if an employee elects to charge the time against annual leave, he shall not be required to remit the fees to Employer. In no instance is an employee required to remit to Employer any expense or mileage allowance paid by the court. Employees shall not lose cumulative benefits because of such service.

15.3 **BEREAVEMENT LEAVE**

With the approval of the Chief of Police or a duly authorized officer, employees may be granted leave, not to exceed four (4) hours to attend the funeral of a member of the Department.

ARTICLE 16

LEAVES WITHOUT PAY

16.1 ELIGIBILITY

All employees are entitled to take a leave of absence without pay for good and sufficient reasons with prior approval of the Chief of Police and the City Manager

16.2 REQUESTS

Requests for leave of absence without pay shall be submitted in writing by the employee to the supervising officer.

16.3 DURATION

The length of leave without pay will be determined on an individual basis and based on the circumstances involved.

ARTICLE 17

HEALTH, SAFETY, WELFARE AND OTHER COVERAGE

17.1 INDUSTRIAL ACCIDENT INSURANCE OR INDEMNITY COVERAGE

Employer shall carry industrial accident insurance or risk pooled indemnity coverage on all employees. Each employee must within sixty (60) days, report in writing to Employer any injury in the course of employment. Failure to do so may result in the loss of benefits.

17.2 HEALTH AND ACCIDENT INSURANCE OR INDEMNITY COVERAGE

The Employer agrees to provide non-occupational health and accident insurance or risk pooled indemnity coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

A City health insurance or indemnity contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the city's health insurance or indemnity plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance or indemnity coverage.

It is hereby acknowledged that both employee and 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.

City contribution amount included in base wages for retirement enhancement purposes shall be capped at the contribution rate of \$783/month (Column A below).

Any premium change after July 1, 2018 will be paid at a provider standard rate with the employee paying 10% (ten percent) of the premium and the City paying 90% (ninety percent) of the premium.

	7/1/19		
	A	B	C
Coverage	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee (EE)	\$783	\$ 0.00	\$ 54.60
EE & Child(ren)	\$783	\$ 432.23	\$135.03
EE & Spouse	\$783	\$ 596.70	\$153.30
EE & Family	\$783	\$1,127.12	\$212.24

- a. The City reserves the right to add to the benefit plan in effect with no obligation to negotiate, and retains the right to delete or modify any or all the added benefits with no obligation to negotiate.
- b. The City shall be at liberty to make an independent selection of the insurance or indemnity carrier, including the option of partially or fully self-funding with no obligation to negotiate.
- c. A member or appointed representative of the Great Falls Police Protective Association will be invited to attend quarterly information meetings with the insurance or indemnity carrier’s representatives.

17.3 DEATH BENEFIT

- a. If an employee dies while performing their duties within the scope of their employment, the City agrees to pay the health insurance premium for the dependents who are on the plan at the time of his/her death for twenty-four (24) months.
- b. If an employee dies while performing their duties within the scope of their employment, all funeral-related costs will be covered by the City, up to \$15,000.

The determination as to whether or not an employee died while performing their duties within the scope of their employment will be made by the City's workers compensation carrier.

17.4 UNEMPLOYMENT INSURANCE

Employer shall carry unemployment insurance on all employees as required by law.

17.5 INSURANCE OR INDEMNITY CONTRACTS

All requirements and insurance or indemnity benefits shall be subject to the provisions of the policy issued by the carrier. Written benefit provisions shall be provided to each employee. Benefits shall continue until the last day of the final month of employment.

17.6 The City shall continue to provide safe working conditions and equipment. Safety concerns should be handled at the lowest supervisory level possible. All safety concerns will be brought to the attention of the Bureau Captain. If no solution can be found, then the concern should be addressed through the Chain of Command. If the issue is still not resolved, then the issue will be brought to the Labor Management Committee.

ARTICLE 18

ALLOWANCES

18.1 UNIFORMS AND EQUIPMENT

- a. The Employer agrees to budget annually a minimum of \$5,000 for the full cost of replacement of personal body armor, to be purchased by Employer.
- b. New employees will be provided new shirts and pants. Other uniform items and equipment will be re-issued in accordance with the list approved by the Chief of Police. These items will be in well maintained condition. If there are no uniform items and equipment that fit properly new items will be issued.

18.2 LOST OR STOLEN PERSONAL PROPERTY

Employer will repair or reimburse employees at market value for any items either issued by the department or that the employee has received uniform allowance for that is damaged, destroyed, lost or stolen while in the course and scope of employment during assigned duty hours. This does not include repair or reimbursement due to normal wear and tear of clothing, equipment or personal property. Personal property that is damaged, destroyed, lost, or stolen while in the course and scope of employment during assigned duty hours will be replaced up to a maximum value of Three Hundred Dollars (\$300.00) provided there was no negligence on the part of the officer. Reimbursement for eyeglasses or contact lenses will be replaced under this contract only to the extent that they are not covered by the existing vision coverage of the employee health benefit plan. A written notice of the loss or damage must be filed by the employee with his immediate supervisor immediately within the work shift, but no more than five (5) days after the occurrence of the damage or loss or the claim will be forever waived. Receipts for repair

or the appraisal of value shall be submitted when reimbursement is requested. There shall be no reimbursement for loss or theft of cash.

ARTICLE 19

SHIFT TRADING

19.1 **POLICY**

Consistent with the reasonable operational requirements of the police service to maintain public health and safety, it shall be the policy of the department to permit employees to trade shifts, or a portion thereof, providing no overtime compensation will be paid by Employer and that persons exchanging will be of the same ability or be fully qualified to perform the duties of the rank involved in the trade.

19.2 **REQUESTS**

When requested in advance, shift trading of one (1) shift or less may be approved by the Shift Commander. Shift trading in excess of one (1) shift shall require the prior approval of the Chief of Police.

19.3 **OTHER EMPLOYMENT**

No days exchanged shall be for the purpose of other employment.

ARTICLE 20

MANAGEMENT RIGHTS

In addition to State law, Employer retains the full and unrestricted right to operate and manage all manpower, facilities, methods and equipment, to establish functions and programs, make and enforce all rules and regulations; to plan and set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct, assign, control and determine methods, means, organization and number of personnel; to establish work schedules, assign overtime, and to perform any inherent managerial functions not specifically limited by this Agreement. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of Employer to modify, establish, or eliminate.

ARTICLE 21

GRIEVANCE PROCEDURE

21.1 **DEFINITIONS**

- a. Grievance - any dispute which may arise over the application, meaning, or interpretation of this Agreement. An alleged grievance shall be evidenced by a signed, written complaint stating in general terms the nature of the grievance, the facts on which it is based, and the remedy requested.

- b. Aggrieved party - the employee or employees or the Association asserting the grievance.
- c. Parties of interest - the employee or employees or Association asserting the grievance, any person or persons assisting in processing the grievance, any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

21.2 PURPOSE

- a. The purpose of this procedure is to secure, at the lowest possible level, and in an atmosphere of courtesy and cooperation, equitable solutions of grievances which may arise.
- b. Nothing contained in this Article of this Agreement shall be construed to prevent any employee from discussing a problem with Employer and having it adjusted, provided that any resolution of the problem shall be consistent with terms of this Agreement.

21.3 RIGHTS TO REPRESENTATION

The aggrieved party may, at his option, be present at all meetings and hearings and may be represented at all meetings and hearings at all levels and stages of the grievance procedure by an Association representative.

21.4 TIME LIMITS

All time limits shall consist of working days, consisting of Monday-Friday, except City holidays. The time limit specified may be extended by written, mutual consent.

21.5 PROCEDURE

- a. STEP I - Within ten (10) days of the occurrence of the grievance, or within the (10) days of the time that the aggrieved party becomes aware of the occurrence of the grievance, or with reasonable diligence should have become aware of the occurrence of the grievance, the aggrieved party shall present his immediate supervisor with the signed, written complaint and shall attempt to resolve the grievance through informal discussion.
- b. STEP II - If the grievance is not resolved at Step I, the decision may be appealed to the Chief of Police within ten (10) days of the decision at Step I or within then (10) days of the date of the meeting at Step I in the event no decision has been rendered. The Chief of Police or his designee shall meet with the aggrieved party, Association representatives, and other parties of interest within the (10) days to discuss and attempt to resolve the grievance. The decision of the Chief of Police shall be issued in writing to the aggrieved party and to the Association no later than ten (10) days following said meeting.

- c. STEP III - If the grievance has not been resolved at Step II, the decision may be appealed to the City Manager for consideration within ten (10) days of the decision at Step II or within ten (10) days of the date of the meeting at Step II in the event no decision has been rendered. Said appeal may be taken by filing a written request therefore with the City Manager. The City Manager shall notify the aggrieved party and the Association if he deems it necessary to meet with them. If a meeting is not held, the City Manager shall render a decision in writing within 15 days. If a meeting is held, the City Manager shall render a decision in writing with 10 days.
- d. STEP IV
- 1) If the grievance remains unresolved at the conclusion of Step III, the grievance may be submitted by:
 - a. the aggrieved party, the Association or Employer for binding arbitration, under 2), 3), 4) and 5) below, provided that written notice of the request for submission is delivered to the opposing party within twenty (20) days of the receipt of the decision at Step III or within thirty (30) days of the date of the Step III meeting in the event no decision has been rendered, or
 - b. the employee to the Police Commission, pursuant to Montana Code Ann. 7-32-4155 and 7-32-4164, provided that written notice of the request for submission is delivered to the opposing party within twenty (20) days of the receipt of the decision at Step III or within thirty (30) days of the date of the Step III meeting in the event no decision has been rendered.
 - 2) If the parties cannot agree as to an arbitrator within seven (7) days from the date of notification that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit a list of five (5) names of arbitrators. Within seven (7) days of the receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, and the name thus remaining shall be forwarded to the board of Personnel Appeals. The Board of Personnel Appeals shall notify the arbitrator of his selection. The date of the arbitration hearing shall be arranged by the arbitrator in consultation with the Employer and the Association. Within thirty (30) days of the date the hearing is closed, the arbitrator shall make an award unless other time limits are required of the arbitrator.
 - 3) Rules of procedure to govern the hearing shall be fixed by the arbitrator, and the award, when signed by the arbitrator and submitted to the Association and to the Employer within the prescribed time limits, shall be final and binding and shall be subject to rulings in a court of competent jurisdiction.
 - 4) The arbitrator shall have no power to add to, subtract from, or alter or vary in any manner the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted by the parties and shall have no authority to make a

decision on any other issue not so submitted. The arbitrator shall be without power to render any decision which is contrary to or inconsistent with or which modifies or varies in any way applicable rules, laws or regulations, except to the extent that this Agreement supersedes any such rule, law or regulation. No single monetary award by the arbitrator shall exceed the sum of \$500.00 and no collective monetary award by the arbitrator shall exceed the sum of \$1,500.00, except any such award related to required, essential uniform items damaged or destroyed in the performance of necessary services while on duty. The arbitrator shall in no way comment on the amount of award except to specify the amount.

- 5) The fees and expenses of the arbitrator shall be shared jointly and equally by the Association and Employer. Neither party shall be required to pay any part of the cost of a stenographic record without its consent.

21.6 MISCELLANEOUS

- a. The aggrieved party and his immediate supervisor may agree in writing that Step I of the procedure may be bypassed and the grievance processed at Step II.
- b. Grievance meetings and hearings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When scheduled meetings or hearings are held during regularly scheduled duty hours, persons required to participate in the meeting or hearing shall be excused without loss of pay or other benefits.
- c. Reprisals shall not be taken against any person by reason of participation in the grievance process.
- d. Except such matters as would otherwise constitute apart thereof, all documents, communications, and records dealing with the processing of a grievance will be filed separately from the official personnel files of the participants and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment or transfer.
- e. The established grievance procedure shall be utilized to resolve grievances, except for alleged violations of FMLA, ADA, or state or federal provisions which shall be addressed through the appropriate state or federal agencies or through the Police Commission, if elected by the employee.
- f. Any claim or grievance filed prior to the expiration of this agreement shall be processed through the grievance procedure until resolution.
- g. At any stage of the grievance process, the GFPPA, employee and/or the Employer may attempt to mutually settle or resolve the grievance.

ARTICLE 22

PHYSICAL EXAMINATIONS

22.1 REQUESTS BY EMPLOYER

If Employer requests a mental or physical examination from a medical provider to determine job fitness, the employee will be provided an examination at no cost to the employee.

ARTICLE 23

WELLNESS PROGRAM

- 23.1 The Employer and the Association recognize the importance of maintaining health in three areas: Physical Fitness, Physical Health and Mental Health. The Employer and Association have developed a Wellness Program in order to promote and recognize an employee's healthy lifestyle and encourage all of their members to participate in this voluntary program.

Participating employees will receive paid time off for successful completion of the outlined areas. The incentives for the program are: one (1) completed section results in one-half (½) day paid leave, two (2) completed sections results in an additional one-half (½) day paid leave, and if all three (3) sections are successfully completed an additional one (1) day leave will be awarded, not to exceed two full shifts regardless of the shift worked or bureau assigned to when all three are completed. The hours accrued cannot be exchanged in lieu of money and cannot be carried over to the next fiscal year. Accruals will be based on a fiscal year. Accrued time must be taken in either one-half (½) or full-day increments.

ARTICLE 24

DRUG AND ALCOHOL TESTING

- 24.1 The Employer and the Association recognize illegal drug usage, misuse of legally prescribed prescription drugs, and misuse of alcohol are threats to the public safety and welfare and to the employees of the Great Falls Police Department. The Employer and the Association agree to promote the health, safety, and welfare of its employees and the community by maintaining an alcohol and drug-free workplace.
- 24.2 The Employer and the Association developed and implemented a Drug and Alcohol Testing Program through the Great Falls Police Department Labor-Management Committee, the terms of which are incorporated in this Agreement as is fully set forth herein.

ARTICLE 25

SAVINGS CLAUSE

Should any Article, section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision. Upon issuance of such a decision,

the parties agree to negotiate immediately a substitute for the invalidated Article, section or portion thereof.

ARTICLE 26

MISCELLANEOUS

26.1 AGREEMENT AND STANDARDS

- a. This Agreement constitutes the full and complete agreement between the parties.
- b. Mutually recognized benefits now received by employees not covered by the terms of this Agreement or in excess of the minimums set forth herein shall remain in full force and effect, except in the event that the continuation is beyond the power and authority of Employer.
- c. No employee shall be bound by any provision, rule, regulation, express or implied, except as written in this Agreement or other written policy of Employer, or by action of the Legislature of the State of Montana.

26.2 MONTANA STATE LAW

The parties hereto recognize that the Police Department of the City of Great Falls is subject to the laws of the State of Montana that pertain to police departments in cities of the first and second class. In the event that this Agreement conflicts with the laws of the State of Montana, that portion of the agreement shall be null and void and without effect.

26.3 LABOR - MANAGEMENT COMMITTEE

A Labor-Management Committee shall be formed and consist of four (4) members from the Association and four (4) from the GFPD Administration. The Committee will meet on a quarterly basis or more often as needed. Any subject of concern to either the Association or Employer may be presented to this Committee.

- a. The City Manager may adopt procedures as part of the Rules and Regulations of the Police Department after review and consideration by the Labor-Management Committee, except that such procedures shall be subject to the terms and conditions of this Agreement.

26.4 DISTRIBUTION

This Agreement shall be printed at the expense of Employer and six (6) copies thereof shall be delivered to the Association within thirty (30) calendar days of ratification by the parties. Furthermore, a PDF and Word format copy of the ratified Agreement shall be electronically submitted (email) to the PPA President.

ARTICLE 27

TERMS, AMENDMENTS AND MODIFICATION OF BASIC AGREEMENT

27.1 **TERM**

This Agreement shall be effective as of July 1, 2019, and shall remain in full force and effect until the 30th day of June, 20**.

27.2 **REOPENING**

This Agreement shall be automatically renewed and will continue in full force and effect for an additional period of one (1) year unless either party hereto shall notify the other in writing, no later than May 1, 2021, of its desire to amend, modify, supplement, or add to any provisions of this Agreement and to negotiate over the terms thereof. In such event bargaining shall commence no later than June 1, 2021.

IN WITNESS WHEREOF, the Association and Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Great Falls, Montana, this ____ day of _____, 2019.

FOR THE CITY OF GREAT FALLS:

FOR THE GREAT FALLS PPA:

Greg Doyon, City Manager

Clint Houston, PPA President

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Item: Labor Agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), Local #7796.

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the Montana Federation of Public Employees (MFPE), Local #7796.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), Local #7796.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and MFPE, which consists of 89 employees across eight departments – Administration, Finance, Library, Municipal Court, Park and Recreation, Planning and Community Development, Police and Public Works.

Summary:

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, consistent and to reflect the name change of the Union. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable articles throughout the agreement.

The City was approached in June 2018 by the members of the Emergency Communications Center (formerly known as Dispatch) requesting the right to bargain separately for their specific community of interests. The City agreed to do the request and bargained wages separately for the Emergency Communications Center.

Representing the City:

Gaye McInerney, HR Director
Sara Sexe, City Attorney
Dave Bowen, Chief of Police
Steve Herrig, Park & Recreation Director
Patty Rearden, Deputy Park & Recreation Director
Laura Lynch, Utilities Manager, Finance
Doug Alm, Fleet Manager, Public Works
Dede Bergan, Senior Administrative Assistant

Representing the MFPE:

Megan Casey, Field Representative
Brandon Skogen, Emergency Services
Peter Ingold, Emergency Services
Megan Haynes, Emergency Services
Alisa Skogen, Animal Control
Allison Paul, Municipal Court
Renee Aafedt, Public Works
Carolyn Burg, GF Housing Authority

Changes from the previous Agreement include, but are not limited to:

Language specific to Emergency Services was moved to Addendum C.

Article 1 – Recognition: The list of positions was reviewed in detail with the deletion of the following positions:

- Administrative Secretary off Lab Assistant
- Emergency Services Dispatcher
- Emergency Services Dispatcher, Senior
- HIDTA Information Tech, Senior
- Park and Recreation Account Clerk, Senior
- Staff Accountant (non-degreed)
- Process Server, Senior

Positions added to the list include:

- Court Clerk, Senior
- Courtroom Clerk, Senior
- Property Research Technician
- Public Safety Communications Officer

Article 8 – Association Security: The Agreement was updated by the Union to comply with the *Janus* decision of June 2018.

Article 14, Section G – Vacations: Leave during Holiday periods will be granted on a yearly rotation beginning with the most senior employee. If an employee requests and is granted leave during a Holiday period, the following year, that Holiday will be available to the next most senior employee and the more senior employee who received the leave will be moved to the back of the rotation. That employee will not be eligible to take the Holiday leave unless all other employees in that division have not requested that time off.

Article 19, Section 2 – Pay and Hours: The normal work week was clarified as Sunday 12:00 a.m. to Saturday 11:59 p.m.

Article 21, Section 3 -- Overtime: The Union conceded annual leave does not constitute time worked when computing overtime. Only authorized holiday leave or compensatory time shall constitute time worked when computing overtime.

Article 27 – Health Insurance: MMIA raised the health insurance premiums for the City of Great Falls by 10.6 percent. This resulted in a 10 percent increase to the employee premiums. The City still maintains the 90/10 percent cost sharing with the City paying 90 percent and the employee paying 10 percent of the health premiums.

	7/1/19			
	A	B	C	
Coverage	City Contribution added to base	Additional City Contribution not in base	Employee Contribution	Incremental Increase Over 2018 Rates
Employee (EE)	\$783		\$ 54.60	\$ 4.96
EE & Child(ren)	\$783	\$ 432.23	\$135.03	\$ 12.30
EE & Spouse	\$783	\$ 596.70	\$153.30	\$ 90.65
EE & Family	\$783	\$1,127.12	\$212.24	\$125.42

Article 28 – Miscellaneous: An annual clothing allotment of \$100, to be applied toward approved uniforms will be provided for civilian employees of the Police Department. The clothing allotment is provided as an amount for employees to use toward ordering approved apparel and is not paid out to the employee. The program is administered through the office of the Chief of Police and designated representative.

Letters Of Understanding: Removed expired LOU’s.

Addendum B: Updated the salary schedule to reflect current grades and increases under the terms of the Agreement for general MFPE members and the Emergency Communications Center members.

Fiscal Impact:

The financial impact of a 2.5 percent COLA increase in Year 1 and a 2.75 percent COLA increase in Year 2 for general MFPE members and a 2.75 percent COLA for each year of the contract for Emergency Communications Center members is approximately \$170,366.

Alternatives:

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

Concurrences:

The MFPE members voted to ratify the contract language in July 2019.

Attachments/Exhibits:

Proposed Labor Agreement

AGREEMENT

BETWEEN

CITY OF GREAT FALLS, MONTANA

AND

MONTANA FEDERATION OF PUBLIC EMPLOYEES, LOCAL #7796

July 1, 2019 through June 30, 2021

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PREAMBLE

This Agreement is made and entered into this ____ day of August, 2019, between the City of Great Falls, hereinafter referred to as the "Employer" or "City", and the Montana Federation of Public Employees, Local #7796, hereinafter referred to as the "Federation". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the Employer, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment. It is understood that the Employer is engaged in furnishing an essential public service, which vitally affects health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the Federation as the sole and exclusive representative of all full time employees, and part time employees who are regularly assigned for twenty or more hours per work week, within the bargaining unit as defined and certified by the Board of Personnel Appeals listed below:

Account Clerk	Compliance/Quality Control Specialist
Account Clerk Senior	Court Clerk
Accounts Payable Clerk	Court Clerk, Senior
Accounts Payable Clerk, Senior	Courtroom Clerk
Accounting Technician	Courtroom Clerk, Senior
Accounting Technician, Senior	Customer Service Billing Clerk
Administrative Secretary	Engineering Admin Secretary
Administrative Secretary, Senior	Public Safety Communications Officer
Animal Control Officer	Events Specialist
Billing Clerk	HIDTA Information Tech
Box Office Specialist	Housing Specialist
Building Inspector I	Lab Assistant
Certified Permit Technician	Land Management Specialist
Code Enforcement Technician	Library Clerk
Code Enforcement Technician, Senior	Library Specialist
Community Development Program Specialist	Office and Administrative Specialist
Community Development Program/Rehab Specialist	Police Evidence Technician
Community Development Technician	Police Information Technician
Community Development Technician, Senior	Police Information Technician, Senior
Community Service Officer	Process Server
	Property Research Technician
	Utility Billing Technician
	Utility Dispatcher

ARTICLE 2: TERM OF THE AGREEMENT

This Agreement shall be effective as of the 1st day of July 2019, and shall remain in full force and effect through the 30th day of June 2021. 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, 2021.

1

During the bargaining of the new Agreement, if 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 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 laws or regulations of the State of Montana or its political subdivisions.

Section 2. The provisions of this contract are intended to set minimum standards of employee rights and benefits, and 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 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, being the expressed intention of the parties hereto that 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 government operations;
- E. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the agency 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 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** - Employer shall give reasonable support to employees in the discharge of their duties. No employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause; excluding, however, probationary employees.

Section 3. **HOLD HARMLESS** - 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, 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 the Employer shall be notified of any changes of said representatives within 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, but 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 on bulletin boards 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 personnel file, 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 - 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 Employer at no cost within ten (10) days of the receipt of a request, provided such materials are available: General fund budgets - preliminary and final; Annual report of 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 Employer, shall also be furnished information or access to information that is of a public nature and is available. For such information 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. Attached as Addendum C, which is attached and incorporated herein by this reference, and includes all letters of understanding, reclassifications, or other agreements affecting this Agreement.

ARTICLE 10: DEFINITIONS

- A. "Employee" shall mean employees of the CITY who are members of the bargaining unit covered by this Agreement.
- B. "Regular employee" means an employee who is assigned to a designated budgeted regular, non-temporary position and who has completed the respective probationary period(s).
- C. "Temporary employee" means an employee assigned to a position designated as temporary in the City's budget, created for a definite period of time not to exceed twelve (12) months in accordance with Mont. Code Ann. §2-18-101(26).
- D. "Full-time employee" means an employee who normally works 40 hours a week.
- E. "Part-time employee" means an employee who normally works less than 40 hours a week.
- F. "Short-term worker" means an employee who does not work for more than ninety (90) days in a continuous 12-month period. A short-term worker is not eligible to earn sick leave, vacation leave and holiday benefits in accordance with MCA 2-18-101(23).
- G. "Probationary employee" means a non-temporary employee who is in an applicable probationary period.

ARTICLE 11: SENIORITY AND LAYOFF

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. Employer shall post a seniority roster on December 1 of each year. 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", and shall mean the loss of an employee's employment with the Employer which is the result of any reason other than resignation, retirement or dismissal. 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 that Employer anticipates that a layoff of employees is to take place, the Employer will provide the Federation with written notification which will include the positions proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon 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 so notified in writing, by certified mail, at least thirty (30) calendar days prior to the effective date of the layoff. The Employer will provide the Federation with a listing of the employees being notified of the layoff.
- C. Layoffs caused by 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 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 recall shall not be considered as a new employment affecting the status of previous employees, nor shall it require the placement of reemployed personnel in a probationary status, 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;
- D. fails to report for work after layoff within three (3) working days after being notified by registered mail at their last known address unless satisfactory excuse is shown.

ARTICLE 12: JOB SECURITY

Section 1. The probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not in the judgment of the Employer meet the required standard of performance. The probationary period upon initial employment shall be six (6) months for all bargaining unit members other than Emergency Services Dispatchers who shall have a probationary period of twelve (12) months, and Court Account Clerk, Seniors who shall have a probationary period of nine (9) months. The Employer may terminate the employment of any employee in accordance herewith upon written notice to the employee. Any employee who has not been otherwise notified prior to the end of his probationary period shall automatically obtain regular status.

Section 2. The Employer may discharge any employee with regular status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such action. An employee with regular status may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure. This in no way limits management's prerogative to lay off employees in accordance with this Agreement.

ARTICLE 13: JOB DESCRIPTION

Section 1. Any employee may request at any time and shall receive a copy of his/her current job description. This description shall outline the duties and responsibilities for which the employee is held accountable.

Section 2. The employee may request a review of the job description and classification if he/she deems the job description does not reflect current duties and responsibilities. Within thirty calendar (30) days of the employee's request for a review of the job description and classification, the Employer will complete the review and provide the employee with a written determination.

ARTICLE 14: VACATIONS

- A. Vacation (annual) leave shall be earned and accumulated as provided in the Montana

Codes Annotated.

- B. Regular part-time employees and full-time employees who are regularly scheduled for less than 40 hours per week, are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- C. It shall be unlawful for an 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. Accumulation of leave. Annual vacation leave may be accumulated to a total not to exceed 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. Separation from service or transfer to other department - cash for unused vacation leave upon termination. 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, absence because of illness can be chargeable against vacation or accrued compensatory time by mutual agreement between the employee and his/her supervisor, prior to approving leave without pay.
- G. Vacations will be granted at the time requested subject to the operational needs of the department. A vacation sign-up sheet shall be posted on each department's bulletin board by December 1 of the year preceding the year to be scheduled.
Leave during Holiday periods will be granted on a yearly rotation beginning with the most senior employee. If an employee requests and is granted leave during a Holiday period, the following year that Holiday will be available to the next most senior employee and the more senior employee who received the leave will be moved to the back of the rotation. That employee will not be eligible to take the Holiday leave unless all other employees in that division have not requested that time off.

Vacations requested after January 10th of each year will be in writing and granted on a first-come, first-serve basis. The City reserves the final right to deny all vacation

requests, in writing, based upon operational needs within one (1) day of each request. Once a vacation request is approved, it will not be rescinded unless an emergent situation/condition arises.

- H. Receipt of vacation leave credits by an injured worker may not affect the worker's eligibility for temporary total disability benefits.

ARTICLE 15: SICK LEAVE

Section 1. Sick leave shall be earned and accumulated as provided in the Montana Codes 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. Employee may take 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 days sick leave may be granted, unless the leave qualifies under FMLA.
- D. Parental leave may be charged against sick leave credits up to one hundred and twenty hours (120) regardless of the shift for birth fathers and adoptive parents.

Section 3. A health care provider's report excusing the employee from work may be required for any paid sick leave. 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 pay.

- A. Report the reason for the absence within 45 minutes of beginning of his or 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 or her division head informed of his or her condition on a daily basis.

Section 5. Sick leave pay to the extent it has been earned, may be integrated by employee request, with payments under any state workers compensation program, so as not to permit the employee to receive more than the equivalent of forty (40) hours' gross pay at the employee's regular straight time 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 6. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave and vacation leave credits, 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 designated City authority. If an employee has exhausted all accrued sick leave and vacation leave and/or donated leave, the Employer may permit the employee to be placed on a leave without pay status, if operational needs allow.

Section 7. 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 credits upon furnishing Management acceptable health care certification.

Section 8. 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 status.

ARTICLE 16: OTHER LEAVES

Section 1. Jury and Witness Duty, per Mont. Code Ann. §2-18-619:

- A. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the Finance office. Juror fees shall be applied against the amount due the employee from his employer. However, if an employee elects to use annual leave to serve on a jury, the employee will not be required to remit the juror fees to the Employer. In no instance is an employee required to remit to Employer any expense or mileage allowance paid by the court.
- B. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Finance office. Witness fees shall be applied against the amount due the employee from Employer. However, if an employee elects to use annual leave to serve as a subpoenaed witness, the employee will not, be required to remit the witness fees to Employer. In no instance is an employee required to remit to Employer any expense or mileage allowances paid by the court.
- C. Employees are required to report back to work if dismissed from jury/witness duty prior to one-half (½) hour before the end of his/her normal shift, unless on annual leave.
- D. Employer may request the court to excuse its employees from jury duty if they are needed for the proper operation of a unit of state or local government.

Section 2. Military Leave and maternity leave shall be prescribed by law.

Section 3. A leave without pay must be requested by the employee in advance, and Employer shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Employer shall be based on the needs of the department and the reason for the request. Sick leave and vacation leaves do not accrue while an employee is on leave without pay status.

ARTICLE 17: HOLIDAYS

Section 1. Employees shall be granted the following holidays:

- a. New Year's Day, January 1
- b. Martin Luther King Day, 3rd Monday in January
- c. Lincoln's and Washington's Birthday, 3rd Monday in February
- d. Memorial Day, last Monday in May
- e. Independence Day, July 4
- f. *Columbus Day (Municipal Court employees only)
- g. Labor Day, 1st Monday in September
- h. Veterans' Day, November 11
- i. *Thanksgiving, 4th Thursday and Friday in November (Municipal Court employees will work the day after Thanksgiving)
- j. Christmas, December 25
- 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 or on the first regularly scheduled working day immediately after the holiday.

Section 3. An employee who works on a legal holiday shall receive appropriate paid leave the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by mutual agreement by the employee and his supervisor or shall be paid a minimum of one and one-half (1½) times the regular hourly rate if no paid leave is requested by the employee.

Section 4. Any 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 or on another day following the holiday in the same pay period or as scheduled by the employee and his 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. Per Diem or reimbursement for meals or lodging shall be paid at the rates allowable under the City's Financial Policies and Procedures. Non-travel or same day travel meal reimbursements will be taxable to the employee under IRS regulations.

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 of this Agreement, which is attached and incorporated into this Agreement by this reference.

B. Employees are eligible for steps 5 and 6 if they are not above the midpoint of their salary range assignment when they have completed 8 years of employment for step 5 and 10 years of employment for step 6 as follows: Employees who remain in their original position with the City will progress through steps 1-6 calculated from their hire date. Lateral transfers, reclassifications, and promotions to a leadworker position do not affect the employee's eligibility date for steps 5 and 6, as long as they do not exceed the midpoint. An employee who is promoted to a new position will be eligible for step 5 and 6 after he/she has been in the newly promoted position for 8 and 10 years respectively, as long as he/she does not exceed the midpoint. A re-hired employee's previous time in the same position/classification will count toward the step progression only if the employee is separated from City employment for one year or less.

C. For the purposes of longevity only, time shall be computed and start July 1, 1987, and the following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated.

Longevity Pay: Subsequent to the completion of ten years of consecutive full time MPEA employment, employees who otherwise qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY ALLOWANCE</u>
After 10 years through the end of the 15 th year	\$ 20.00 per month
After 15 years through the end of the 20 th year	\$ 40.00 per month
After 20 years through the end of the 25 th year	\$ 60.00 per month
After 25 years through the end of the 30 th year	\$ 80.00 per month
After 30 years or more years	\$100.00 per month

Longevity pay will be paid to the eligible employees in a lump sum amount once each year in December for any longevity pay earned as of the previous June 30th.

Section 2. The normal work week 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 8 hours of continuous work, unless the employer has exercised the option to implement flex time (see Section 4). The workday will include 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. Employer will have the option of implementing flex time. Flex time is defined as any variation in the established work schedule within a department. A Department Head will have the authority to disallow or discontinue the use of flex time in the department at any time. At no time will the employee's flexed schedule exceed 40 hours per week. Flextime cannot be transferred or accumulated.

Section 5. Call Out: An employee called out to work, not as an extension of the regular shift, shall be credited with a minimum of three (3) hours straight time or at a rate of time and one-half (1½) 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.

Section 6. If an employee is temporarily assigned to work in a higher classified position, for which he/she has been trained, to work a minimum of eight (8) hours, he/she will be paid at the higher classified position rate of pay for the period of time actually worked.

ARTICLE 20: COURT APPEARANCE

In the event that any court appearance before any judicial or administrative body is required as a part of the employee's job, excluding those occurring during regularly scheduled hours or days, the employee shall be paid for a minimum of four (4) hours at the straight time rate. If such court appearance is on a scheduled day off, the four (4) hour minimum will be paid at the time and one-half rate. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workweek.

ARTICLE 21: OVERTIME

Section 1. Employees legally entitled to overtime shall be paid at a rate of one and one half (1½) times their regular rate of pay for any time they work over 40 hours per week.

Section 2. The Employer will make a good faith effort to equalize the offer of scheduled overtime among employees in the same work unit and classification where training and ability

are sufficient to do the work. Overtime will be worked on a voluntary basis unless needed for continuation of service.

Section 3. Authorized holiday leave or compensatory time shall constitute time worked when computing overtime credits under this Article. Authorized sick and annual leave shall not constitute time worked when computing overtime credits under this Article.

Section 4. Overtime as provided for in this Agreement shall not be pyramided under any circumstances.

Section 5. Extension of Shift: In the event an employee is required to return to work within one-half (½) hour of the end of their shift to complete work that should have been done prior to leaving work or report to work up to one (1) hour prior to the start of their shift, he/she will be compensated as an extension of the regular shift at the rate of time and one-half (1½) for all hours worked in excess of a regularly schedule work shift.

ARTICLE 22: GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that 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 assignment and inform employees that additional information on the position is available in the Human Resources Office. Position openings will be filled by promoting from within the City whenever possible. When deemed necessary to recruit from outside, Job Service and all available sources of qualified personnel shall be utilized. The City agrees to interview at least two (2) qualified in-house applicants.

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, of the employee 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 unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or 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). Employee must request the Human Resources Department to purge the 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 policy manual of its rules, regulations and policies on employment related matters. The employee shall be notified of any changes or additions to personnel rules, regulations and policies issued by the Employer and the individual departments.

ARTICLE 26: NO STRIKE/LOCKOUT

Section 1. During the term of this Agreement, neither the Federation nor its agents or representatives will cause, sanction or take part in any strike or any other interference with the operation of the Employer's business.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

ARTICLE 27: HEALTH INSURANCE

A City health insurance, or risk-pooled indemnity contribution in the amount listed below will be added to gross pay of eligible employees, according to applicable rules and regulations. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, eligible employees are required to participate in the City's health insurance or risk-pooled indemnity plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from

the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance or indemnity coverage.

It is hereby acknowledged that both employee and 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.

City contribution amount included in base wages for retirement enhancement purposes shall be capped at the current contribution rate of \$783/month (Column A below).

Any additional premium charges starting July 1, 2018 will be shared at a provider standard rate with the City paying 90% (ninety percent) of the premium and the employee paying 10% (ten percent) of the premium.

	7/1/19		
	A	B	C
Coverage	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee (EE)	\$783	\$ 0.00	\$ 54.60
EE & Child(ren)	\$783	\$ 432.23	\$135.03
EE & Spouse	\$783	\$ 596.70	\$153.30
EE & Family	\$783	\$1,127.12	\$212.24

- 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 Employer may be presented to this Committee.

Section 2. An annual clothing allotment of \$100, to be applied toward approved uniforms, will be provided for civilian employees of the Police Department. The clothing allotment is provided as an amount for employees to use toward ordering approved apparel and is not paid out to the employee. The program is administered through the office of the Chief of Police or designated representative.

Section 3. When past practices, policies, rules or prior agreements conflict with the specific language incorporated into this agreement, the language of this agreement shall apply. During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement unless mutually agreed by both parties.

This clause shall not be construed to limit, impair or act as a waiver of the Employer's or the Federation's right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

Section 4. In the event any Federal or State law or final decision of court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The Employer or Federation agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

ARTICLE 29: TRAINING

The City will make its best effort to provide/make available access to training at least every two years to employees required to maintain certifications or licenses for their position.

IN WITNESS WHEREOF, the Federation and Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Great Falls, Montana, this ____ day of August, 2019.

CITY OF GREAT FALLS, MONTANA

MONTANA FEDERATION OF PUBLIC
EMPLOYEES, LOCAL #7796

Gregory T. Doyon, City Manager

Eric Feaver, President M.F.P.E.

ATTEST:

Brandon Skogen, President Local #7996

Lisa Kunz, City Clerk

(SEAL OF CITY)

Reviewed for legal content*:

Sara Sexe, City Attorney

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

ADDENDUM A: GRIEVANCE PROCEDURE

Step 1.

The employee and or Union Steward will discuss the grievance with the employee's immediate Supervisor in an attempt to resolve the grievance within fifteen (15) working days (Monday – Friday), except City holidays, of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday – Friday), except City holidays, to respond to the employee and/or Steward.

Step 2.

If the response from the Supervisor is not satisfactory to the employee and/or Union Steward, the employee and/or Steward shall contact the Union, and the Union shall, within ten (10) working days (Monday – Friday), except City holidays, of the response of the Supervisor in Step 1, reduce the grievance to writing and submit the grievance to the Department Head or designee. The Department Head or designee and the Union 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 Union with his/her decision in writing.

Grievances regarding termination of employment shall be submitted by the Union, in writing, to the Department Head at Step 2.

Step 3.

If the response from the Department Head is not satisfactory to the Union, the Union may within ten (10) working days (Monday – Friday), except City holidays, submit the grievance in writing to the City Manager or his designee. The City Manager or his designee shall respond back to the Union 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 Union 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 Union and two (2) representatives from the City to hear the grievance. The committee shall render a decision within five (5) working days (Monday – Friday), except City holidays, from the date of the hearing.

Step 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 Union cannot agree whether a grievance has an economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the case in 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 Union.
- 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 Union, and shall have no authority to make a decision on any other issue not so submitted. The person hearing the grievance shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of 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
2.5% COLA Increase Effective 7/1/2019

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Salary Range	Entry Level 7/1/19	3% Increase after 6 mos in position	6% Increase after 18 mos in position	3% Increase after 3 years in position	3% Increase after 5 years in position	2.5% Increase after 8 years in position	2.5% Increase after 10 years in position
13	\$20,701.41	\$21,322.45	\$22,601.80	\$23,279.86	\$23,978.25	\$24,577.71	\$25,192.15
14	\$21,220.18	\$21,856.78	\$23,168.19	\$23,863.23	\$24,579.13	\$25,193.61	\$25,823.45
15	\$21,750.43	\$22,402.94	\$23,747.12	\$24,459.53	\$25,193.32	\$25,823.15	\$26,468.73
16	\$22,293.61	\$22,962.41	\$24,340.16	\$25,070.36	\$25,822.48	\$26,468.04	\$27,129.74
17	\$22,851.17	\$23,536.70	\$24,948.90	\$25,697.37	\$26,468.29	\$27,130.00	\$27,808.25
18	\$23,423.10	\$24,125.79	\$25,573.34	\$26,340.54	\$27,130.75	\$27,809.02	\$28,504.25
19	\$24,007.95	\$24,728.19	\$26,211.88	\$26,998.24	\$27,808.18	\$28,503.39	\$29,215.97
20	\$24,608.63	\$25,346.89	\$26,867.70	\$27,673.73	\$28,503.95	\$29,216.54	\$29,946.96
21	\$25,223.64	\$25,980.35	\$27,539.17	\$28,365.35	\$29,216.31	\$29,946.71	\$30,695.38
22	\$25,854.51	\$26,630.14	\$28,227.95	\$29,074.79	\$29,947.03	\$30,695.71	\$31,463.10
23	\$26,499.72	\$27,294.72	\$28,932.40	\$29,800.37	\$30,694.38	\$31,461.74	\$32,248.29
24	\$27,163.61	\$27,978.52	\$29,657.23	\$30,546.94	\$31,463.35	\$32,249.93	\$33,056.18
25	\$27,841.88	\$28,677.14	\$30,397.76	\$31,309.70	\$32,248.99	\$33,055.21	\$33,881.59
26	\$28,537.38	\$29,393.51	\$31,157.12	\$32,091.83	\$33,054.58	\$33,880.95	\$34,727.97
27	\$29,251.57	\$30,129.12	\$31,936.87	\$32,894.97	\$33,881.82	\$34,728.87	\$35,597.09
28	\$29,982.99	\$30,882.48	\$32,735.43	\$33,717.49	\$34,729.02	\$35,597.24	\$36,487.18
29	\$30,731.67	\$31,653.62	\$33,552.84	\$34,559.43	\$35,596.21	\$36,486.11	\$37,398.27
30	\$31,500.47	\$32,445.49	\$34,392.22	\$35,423.98	\$36,486.70	\$37,398.87	\$38,333.84
31	\$32,287.94	\$33,256.58	\$35,251.97	\$36,309.53	\$37,398.82	\$38,333.79	\$39,292.13
32	\$33,095.55	\$34,088.41	\$36,133.72	\$37,217.73	\$38,334.26	\$39,292.62	\$40,274.94
33	\$33,923.25	\$34,940.94	\$37,037.40	\$38,148.52	\$39,292.98	\$40,275.30	\$41,282.18
34	\$34,771.09	\$35,814.22	\$37,963.07	\$39,101.96	\$40,275.02	\$41,281.90	\$42,313.94
35	\$35,640.47	\$36,709.68	\$38,912.26	\$40,079.63	\$41,282.02	\$42,314.07	\$43,371.92
36	\$36,531.39	\$37,627.33	\$39,884.97	\$41,081.52	\$42,313.97	\$43,371.81	\$44,456.11
37	\$37,443.91	\$38,567.22	\$40,881.26	\$42,107.69	\$43,370.93	\$44,455.20	\$45,566.58
38	\$38,380.82	\$39,532.24	\$41,904.18	\$43,161.30	\$44,456.14	\$45,567.54	\$46,706.73
39	\$39,339.31	\$40,519.48	\$42,950.65	\$44,239.17	\$45,566.35	\$46,705.51	\$47,873.14
40	\$40,323.64	\$41,533.35	\$44,025.35	\$45,346.11	\$46,706.50	\$47,874.16	\$49,071.01
41	\$41,330.98	\$42,570.91	\$45,125.17	\$46,478.92	\$47,873.29	\$49,070.12	\$50,296.87
42	\$42,364.18	\$43,635.11	\$46,253.21	\$47,640.81	\$49,070.04	\$50,296.79	\$51,554.21
43	\$43,424.68	\$44,727.42	\$47,411.06	\$48,833.40	\$50,298.40	\$51,555.86	\$52,844.75
44	\$44,509.61	\$45,844.90	\$48,595.59	\$50,053.46	\$51,555.06	\$52,843.94	\$54,165.04
45	\$45,621.87	\$46,990.52	\$49,809.96	\$51,304.25	\$52,843.38	\$54,164.47	\$55,518.58

ADDENDUM B
MFPE Wage Schedule
2.75% COLA Increase Effective 7/1/2020

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Salary Range	Entry Level 7/1/20	3% Increase after 6 mos in position	6% Increase after 18 mos in position	3% Increase after 3 years in position	3% Increase after 5 years in position	2.5% Increase after 8 years in position	2.5% Increase after 10 years in position
13	\$21,270.70	\$21,908.82	\$23,223.35	\$23,920.05	\$24,637.65	\$25,253.60	\$25,884.94
14	\$21,803.73	\$22,457.84	\$23,805.31	\$24,519.47	\$25,255.06	\$25,886.43	\$26,533.59
15	\$22,348.57	\$23,019.02	\$24,400.16	\$25,132.17	\$25,886.13	\$26,533.29	\$27,196.62
16	\$22,906.68	\$23,593.88	\$25,009.51	\$25,759.80	\$26,532.59	\$27,195.91	\$27,875.81
17	\$23,479.57	\$24,183.96	\$25,635.00	\$26,404.05	\$27,196.17	\$27,876.07	\$28,572.97
18	\$24,067.23	\$24,789.25	\$26,276.60	\$27,064.90	\$27,876.85	\$28,573.77	\$29,288.11
19	\$24,668.17	\$25,408.21	\$26,932.71	\$27,740.69	\$28,572.91	\$29,287.23	\$30,019.41
20	\$25,285.37	\$26,043.93	\$27,606.56	\$28,434.76	\$29,287.80	\$30,020.00	\$30,770.50
21	\$25,917.29	\$26,694.81	\$28,296.50	\$29,145.39	\$30,019.75	\$30,770.25	\$31,539.51
22	\$26,565.51	\$27,362.47	\$29,004.22	\$29,874.35	\$30,770.58	\$31,539.84	\$32,328.34
23	\$27,228.47	\$28,045.32	\$29,728.04	\$30,619.88	\$31,538.48	\$32,326.94	\$33,135.11
24	\$27,910.61	\$28,747.92	\$30,472.80	\$31,386.98	\$32,328.59	\$33,136.81	\$33,965.23
25	\$28,607.53	\$29,465.76	\$31,233.70	\$32,170.71	\$33,135.84	\$33,964.23	\$34,813.34
26	\$29,322.16	\$30,201.83	\$32,013.94	\$32,974.35	\$33,963.58	\$34,812.67	\$35,682.99
27	\$30,055.99	\$30,957.67	\$32,815.13	\$33,799.59	\$34,813.57	\$35,683.91	\$36,576.01
28	\$30,807.52	\$31,731.75	\$33,635.66	\$34,644.73	\$35,684.07	\$36,576.17	\$37,490.57
29	\$31,576.79	\$32,524.10	\$34,475.54	\$35,509.81	\$36,575.10	\$37,489.48	\$38,426.72
30	\$32,366.74	\$33,337.74	\$35,338.00	\$36,398.14	\$37,490.09	\$38,427.34	\$39,388.02
31	\$33,175.86	\$34,171.13	\$36,221.40	\$37,308.05	\$38,427.29	\$39,387.97	\$40,372.67
32	\$34,005.68	\$35,025.85	\$37,127.40	\$38,241.22	\$39,388.46	\$40,373.17	\$41,382.50
33	\$34,856.14	\$35,901.82	\$38,055.93	\$39,197.61	\$40,373.53	\$41,382.87	\$42,417.45
34	\$35,727.29	\$36,799.11	\$39,007.06	\$40,177.27	\$41,382.58	\$42,417.15	\$43,477.58
35	\$36,620.58	\$37,719.20	\$39,982.35	\$41,181.82	\$42,417.28	\$43,477.71	\$44,564.65
36	\$37,536.00	\$38,662.08	\$40,981.81	\$42,211.26	\$43,477.60	\$44,564.54	\$45,678.65
37	\$38,473.61	\$39,627.82	\$42,005.49	\$43,265.66	\$44,563.63	\$45,677.72	\$46,819.66
38	\$39,436.29	\$40,619.38	\$43,056.54	\$44,348.24	\$45,678.68	\$46,820.65	\$47,991.17
39	\$40,421.14	\$41,633.77	\$44,131.80	\$45,455.75	\$46,819.42	\$47,989.91	\$49,189.66
40	\$41,432.54	\$42,675.52	\$45,236.05	\$46,593.13	\$47,990.93	\$49,190.70	\$50,420.47
41	\$42,467.58	\$43,741.61	\$46,366.11	\$47,757.09	\$49,189.81	\$50,419.55	\$51,680.04
42	\$43,529.20	\$44,835.07	\$47,525.18	\$48,950.93	\$50,419.46	\$51,679.95	\$52,971.95
43	\$44,618.86	\$45,957.42	\$48,714.87	\$50,176.31	\$51,681.60	\$52,973.64	\$54,297.98
44	\$45,733.62	\$47,105.63	\$49,931.97	\$51,429.93	\$52,972.83	\$54,297.15	\$55,654.58
45	\$46,876.47	\$48,282.76	\$51,179.73	\$52,715.12	\$54,296.58	\$55,653.99	\$57,045.34

ADDENDUM B
MFPE Emergency Communications Center Wage Schedule
2.75% COLA Increase Effective 7/1/2019

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Salary Range	Entry Level 7/1/19	3% Increase after 6 mos in position	6% Increase after 18 mos in position	3% Increase after 3 years in position	3% Increase after 5 years in position	2.5% Increase after 8 years in position	2.5% Increase after 10 years in position
30	\$31,577.30	\$32,524.62	\$34,476.10	\$35,510.38	\$36,575.70	\$37,490.09	\$38,427.34
31	\$32,366.69	\$33,337.69	\$35,337.95	\$36,398.09	\$37,490.04	\$38,427.29	\$39,387.97
32	\$33,176.27	\$34,171.56	\$36,221.85	\$37,308.51	\$38,427.76	\$39,388.46	\$40,373.17
33	\$34,005.99	\$35,026.17	\$37,127.74	\$38,241.57	\$39,388.81	\$40,373.53	\$41,382.87
34	\$34,855.89	\$35,901.57	\$38,055.66	\$39,197.33	\$40,373.25	\$41,382.58	\$42,417.15
35	\$35,727.40	\$36,799.22	\$39,007.17	\$40,177.39	\$41,382.71	\$42,417.28	\$43,477.71
36	\$36,620.49	\$37,719.11	\$39,982.25	\$41,181.72	\$42,417.17	\$43,477.60	\$44,564.54
37	\$37,535.23	\$38,661.29	\$40,980.97	\$42,210.40	\$43,476.71	\$44,563.63	\$45,677.72
38	\$38,474.43	\$39,628.66	\$42,006.38	\$43,266.57	\$44,564.57	\$45,678.68	\$46,820.65
39	\$39,435.25	\$40,618.31	\$43,055.41	\$44,347.07	\$45,677.49	\$46,819.42	\$47,989.91
40	\$40,421.99	\$41,634.65	\$44,132.73	\$45,456.71	\$46,820.42	\$47,990.93	\$49,190.70
41	\$41,431.79	\$42,674.74	\$45,235.23	\$46,592.29	\$47,990.05	\$49,189.81	\$50,419.55
42	\$42,467.51	\$43,741.54	\$46,366.03	\$47,757.01	\$49,189.72	\$50,419.46	\$51,679.95
43	\$43,530.59	\$44,836.51	\$47,526.70	\$48,952.50	\$50,421.08	\$51,681.60	\$52,973.64
44	\$44,618.17	\$45,956.72	\$48,714.12	\$50,175.54	\$51,680.81	\$52,972.83	\$54,297.15
45	\$45,733.14	\$47,105.14	\$49,931.44	\$51,429.39	\$52,972.27	\$54,296.58	\$55,653.99

ADDENDUM B
MFPE Emergency Communications Center Wage Schedule
2.75% COLA Increase Effective 7/1/2020

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Salary Range	Entry Level 7/1/20	3% Increase after 6 mos in position	6% Increase after 18 mos in position	3% Increase after 3 years in position	3% Increase after 5 years in position	2.5% Increase after 8 years in position	2.5% Increase after 10 years in position
30	\$32,445.68	\$33,419.05	\$35,424.19	\$36,486.92	\$37,581.53	\$38,521.07	\$39,484.09
31	\$33,256.78	\$34,254.48	\$36,309.75	\$37,399.04	\$38,521.01	\$39,484.04	\$40,471.14
32	\$34,088.62	\$35,111.28	\$37,217.95	\$38,334.49	\$39,484.53	\$40,471.64	\$41,483.43
33	\$34,941.15	\$35,989.39	\$38,148.75	\$39,293.21	\$40,472.01	\$41,483.81	\$42,520.90
34	\$35,814.43	\$36,888.86	\$39,102.19	\$40,275.26	\$41,483.52	\$42,520.61	\$43,583.62
35	\$36,709.90	\$37,811.20	\$40,079.87	\$41,282.27	\$42,520.73	\$43,583.75	\$44,673.35
36	\$37,627.55	\$38,756.38	\$41,081.76	\$42,314.22	\$43,583.64	\$44,673.23	\$45,790.06
37	\$38,567.45	\$39,724.48	\$42,107.94	\$43,371.18	\$44,672.32	\$45,789.13	\$46,933.85
38	\$39,532.48	\$40,718.45	\$43,161.56	\$44,456.40	\$45,790.10	\$46,934.85	\$48,108.22
39	\$40,519.72	\$41,735.32	\$44,239.43	\$45,566.62	\$46,933.62	\$48,106.96	\$49,309.63
40	\$41,533.60	\$42,779.61	\$45,346.38	\$46,706.77	\$48,107.98	\$49,310.68	\$50,543.44
41	\$42,571.16	\$43,848.30	\$46,479.20	\$47,873.57	\$49,309.78	\$50,542.52	\$51,806.09
42	\$43,635.37	\$44,944.43	\$47,641.09	\$49,070.33	\$50,542.44	\$51,806.00	\$53,101.15
43	\$44,727.68	\$46,069.51	\$48,833.68	\$50,298.70	\$51,807.66	\$53,102.85	\$54,430.42
44	\$45,845.17	\$47,220.53	\$50,053.76	\$51,555.37	\$53,102.03	\$54,429.58	\$55,790.32
45	\$46,990.80	\$48,400.53	\$51,304.56	\$52,843.70	\$54,429.01	\$55,789.73	\$57,184.47

ADDENDUM C
MFPE EMERGENCY COMMUNICATIONS CENTER

The following items are specific to:

Public Safety Communications Officers (PSCOs),
Animal Control Officers (ACOs) and
Community Service Officers (CSOs)

ARTICLE 17: HOLIDAYS

Employees who work in the Emergency Communications Center, will notify the Employer when they put in for vacation (January 10th) of which holidays they would like to take a day in lieu of the holiday worked. Request for a specific day off in lieu of the holiday worked submitted by January 10th will be approved based on seniority; requests submitted after January 10th will be on a first-come first-served basis. Emergency Services Dispatchers shall bank their holiday premium pay and overtime into a compensatory time bank that will not exceed eighty (80) hours. Any holiday premium pay or overtime pay worked in excess of eighty (80) hours shall be paid. All compensatory time scheduled off shall be with mutual agreement. No more than forty (40) hours of compensatory time shall be cashed out in pay in any one pay period.

ARTICLE 19: PAY AND HOURS

Section 1. SALARIES AND LONGEVITY - BASE WAGES: Conditions relative to and governing base wages and salaries are contained in Addendum C of this Agreement, which is attached and incorporated into this Agreement by this reference.

Section 2. Call Out: An employee called out to work, not as an extension of the regular shift, shall be credited with a minimum of three (3) hours straight time or at a rate of time and one-half (1½) 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.

Section 3. Stand-By for Animal Control Officers: ACO's formally placed on "Stand-By" status shall be compensated on the basis of one-half (1/2) times the regular rate of pay for the total period they are assigned to "Stand-By" status. Employees called out while on their "Stand-By" status will be paid a minimum of three (3) hours straight time or at a rate of time and one-half (1½) 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 a rate of a minimum of 15 minutes at time and one-half (1½) or actual hours on the phone call, whichever is greater, regardless of the number of calls it takes to resolve the problem.

Section 4. ACOs will be paid differential pay at a rate of \$1.25 per shift for the hours of 10:00 a.m. to 8:00 p.m.

Section 5. In the absence of a supervisor, one dispatcher per shift will be designated as Lead and receive an additional \$1.50 per hour while acting as Lead. Also in the absence of a supervisor for more than twenty (20) consecutive working days, the Lead Dispatcher shall be paid at step 1 of the higher grade for actual hours worked.

Section 6. A dispatcher who is assigned to train a new dispatcher shall receive an additional \$1.35 per hour for all hours worked training a new dispatcher. An ACO who is assigned to train a new ACO shall receive an additional seventy (70) cents per hour for all hours worked training a new ACO. A CSO who is assigned to train a new CSO shall receive an additional seventy (70) cents per hour for all hours worked training a new CSO.

Section 7. An employee within the Police Department who shall be employed for what is commonly referred to as the "afternoon shift" shall receive an additional \$1.25 per hour, in addition to other salary payments and any employee who shall be employed for what is commonly known as "night shift" shall receive an additional \$1.50 per hour, in addition to other salary payments. In each case, such additional compensation shall apply only to the hours during which the employee, in a given pay period, is actually serving on the "afternoon shift" or the "night shift" as the case may be. Employees assigned to work the "swing shift" of 1100 - 1900, will be paid at the afternoon rate; those assigned to work the shift from 1900 - 0300 will be paid at the night rate.



Item: Labor Agreement between the City of Great Falls and the International Brotherhood of Electrical Workers (IBEW), Local #233.

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the International Brotherhood of Electrical Workers (IBEW), Local #233.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the International Brotherhood of Electrical Workers (IBEW), Local #233.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and IBEW, which consists of six employees across two departments – Planning and Community Development and Public Works divisions of Administration, Traffic and Water Plant).

Summary:

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable articles throughout the Agreement.

Representing the City:

Gaye McInerney, HR Director
Sara Sexe, City Attorney
Mike Judge, Utilities Manager
Kenny Jorgenson, Streets & Traffic Manager

Representing the IBEW:

John Gordon, Business Manager
Don Briggs, Business Manager
Jeff Butler, Traffic Representative

Changes from the previous Agreement include, but are not limited to:

Article 1 – Recognition and Purpose: Language was clarified regarding the Water Plant Operator position grandfathered under this Agreement.

Article 4 -- Definitions: Added item F which defines the work week as Sunday 12:00 a.m. to Saturday 11:59 p.m.

Article 8, Section 8.3 – Employee Rights/Grievance: The following sentence was added: At any stage of the grievance process, the UNION, employee and/or the CITY may attempt to mutually settle or resolve the grievance.

Article 23-- Meal: The meal reimbursement amount was increased to \$15.00 per meal.

Schedule A – Wages: Adjusted to reflect a 2.75 percent COLA increase for each year of the contract.

Schedule B(3) – Health Insurance: MMIA raised the health insurance premiums for the City of Great Falls by 10.6 percent. This resulted in a 10 percent increase to the employee premiums. The City still maintains the 90/10 percent cost sharing with the City paying 90 percent and the employee paying 10 percent of the health premiums.

	7/1/19			
	A	B	C	
Coverage	City Contribution added to base	Additional City Contribution not in base	Employee Contribution	Incremental Increase Over 2018 Rates
Employee (EE)	\$783		\$ 54.60	\$ 4.96
EE & Child(ren)	\$783	\$ 432.23	\$135.03	\$ 12.30
EE & Spouse	\$783	\$ 596.70	\$153.30	\$ 90.65
EE & Family	\$783	\$1,127.12	\$212.24	\$125.42

Fiscal Impact:

The financial impact of a 2.75 percent COLA increase each year of the two-year contract is approximately \$21,000.

Alternatives:

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

Concurrences:

The IBEW members voted to ratify the contract language in July 2019.

Attachments/Exhibits:

Proposed Labor Agreement

AGREEMENT

BETWEEN

CITY OF GREAT FALLS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION #233

July 1, 2019 – June 30, 2021

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AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the ____ day of August, 2019, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and LOCAL UNION #233, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "UNION", the parties have mutually agreed as follows:

ARTICLE 1

RECOGNITION AND PURPOSE

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

The present recognized jurisdiction of the International Brotherhood of Electrical Workers shall be maintained during the term of this Agreement, with the exception of the Water Plant Operator classification. One current employee classified as a Water Plant Operator will be grandfathered in the IBEW under this agreement, but as this position is vacated, that classification of Water Plant Operator will no longer be under the jurisdiction of the IBEW but will be an Operator position.

ARTICLE 2

TERM OF THE AGREEMENT

- 2.1 This Agreement shall take effect July 1, 2019, and shall remain in effect until June 30, 2021, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated as provided herein.
- 2.2 Either party desiring to change or terminate this Agreement must notify the other in writing at least 60 days prior to the anniversary date.
- 2.3 Whenever such notice is given for changes, the articles to be changed, added, or deleted must be specified no later than the first negotiating meeting.
- 2.4 The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.
- 2.5 The parties shall attempt to reach an agreement with respect to the proposed change or changes; and at least thirty (30) days prior to the expiration date of the Agreement, meetings to consider such changes shall be held by the parties. In the event that an agreement has not been reached by the anniversary date to renew, modify, or extend this Agreement or to submit the unresolved issues to final and binding arbitration, either party

may serve the other a ten (10) day written notice terminating this agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

- 2.6 By mutual agreement only, the parties may jointly submit the unresolved issues to final and binding arbitration for adjudication. The decision shall be final and binding on all parties hereto, except for alleged violations of FMLA, ADA or state or Federal provisions, which shall be addressed through the appropriate state or Federal agencies.
- 2.7 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. and the City of Great Falls for approval, the same as this Agreement.

ARTICLE 3

SUCCESSORS

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

ARTICLE 4

DEFINITIONS

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this Agreement, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Regular employee" means a non-temporary employee who has satisfied any applicable probation period and is assigned to a position designated as regular in the City's budget.
- C. "Temporary employee" means an employee hired for specific periods of time in excess of ninety non-consecutive days, but not exceeding twelve months. Temporary employees may qualify for some benefits, such as accrual of sick leave.
- D. "Full-time employee" means an employee who normally works forty (40) hours a week.
- E. Base Pay defined as: Employee's hourly pay rate in that category to which an employee is ordinarily assigned exclusive of longevity or any other special allowances.
- F. Work Week is defined as Sunday 12:00 a.m. through Saturday 11:59 p.m.

ARTICLE 5

UNION SECURITY

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

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

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

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

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

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

5.5 The UNION agrees to indemnify, defend and to hold the CITY harmless against any, and all claims, demands, suits, costs or fees, which may be sought or incurred by the CITY as a result of any action taken by the CITY under the provisions of ARTICLE 5.

5.6 In consideration of the "save harmless" clause above, the CITY agrees that the UNION

shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the CITY for action taken by the CITY under ARTICLE 5.1. If the CITY unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the UNION. It is further agreed that the CITY shall promptly notify the UNION of any such action when and if filed and the UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this Agreement.
- 6.2 It is mutually agreed that there will be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this Agreement.
- 6.3 It shall not be a violation of this Agreement for employees of this bargaining unit to refuse to cross a legal picket line.
- 6.4 The UNION and the CITY agree that "strikes" or "lockouts" will not prevent the UNION or the CITY from providing emergency operation of the water, wastewater and sanitation systems that are essential to the health, welfare, and safety of the public.
- 6.5 If the contract has expired, good faith efforts in negotiating a new contract have failed and the parties are at impasse, then:
 - a. The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration, and/or
 - b. The CITY may "lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

ARTICLE 7

MANAGEMENT RIGHTS

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

- a. direct employees;
- b. hire, promote, transfer, assign and retain employees;
- c. relieve employees from duties because of the lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- d. maintain the efficiency of CITY operations;
- e. determine the methods, means, job classifications, and personnel by which the

- CITY operations are to be conducted;
- f. take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
- g. establish the methods and processes by which work is performed, including the utilization of advancements of technology.

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

ARTICLE 8

EMPLOYEE RIGHTS/GRIEVANCE

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

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

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

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

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

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

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

STEP 5 If within ten (10) working days after being submitted to the City Manager or designee, the grievance has not been settled, it may be submitted to

arbitration by either party, under the following process:

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

8.2 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a presented grievance is not appealed to the next step within the specific time limit, or any agreed extension thereof, it shall be considered settled on the basis of the CITY's or UNION's last answer. If the CITY or UNION does not answer

a grievance or an appeal thereof within the specified time limits, the UNION or CITY may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the CITY and the UNION.

- 8.3 At any stage of the grievance process, the UNION, employee and/or the CITY may attempt to mutually settle or resolve the grievance.

ARTICLE 9

WAGES AND PAY PERIODS

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

ARTICLE 10

HOURS OF WORK AND OVERTIME

- 10.1 Subject to the special work schedules not longer than two weeks, set forth herein the normal work schedule shall consist of five (5) days, of eight (8) continuous hours each, except for a normal lunch period. Otherwise, any schedule other than Monday through Friday will be agreed upon with the employees and the UNION will be notified.
- 10.2 One and one-half times (1½) the regular straight time rate of pay will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) in any one week. In no case shall overtime pay be paid twice for the same hours worked.
- 10.3 CITY agrees that each regular full-time employee will be given the opportunity of working at least forty (40) hours of each work week except those in which any of the holidays provided for herein occur; during work weeks in which any said holidays fall upon any work day, CITY agrees that each regular full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified herein. Holidays shall be counted as days worked in computing the initial forty (40) hours for overtime purposes. Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this Agreement. The CITY and the UNION will mutually agree on any modification of hours of the work week prior to a reduction in manpower.

ARTICLE 11

CALL BACK

- 11.1 An employee called in for work, by phone, text message or otherwise, at a time other than his (her) normal scheduled shift (off duty) will be compensated for a minimum of

two (2) hours at one and one half (1½) regular straight time rate of pay if called in within (a) two (2) hours before the start of their scheduled shift, or (b) four (4) hours after the end of the scheduled shift.

At all other times, except as outlined in Article 10.1 including holidays and vacations, the employee will be compensated for four (4) hours minimum paid at one and one half (1½) times the employee's regular pay rate. An early report to a regularly scheduled shift on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

- 11.2 Standby Time: The employee placed on standby will carry a City provided cell phone and report to work within one (1) hour from voice to voice contact with the CITY. The standby period is defined as any consecutive 24-hour period. The employee must be notified of being placed on standby at least 24 hours preceding the beginning of any standby period, and no later than the end of the shift on a normal work day. The employee will be compensated for four (4) hours of regular straight time pay for the standby period in addition to any call back compensation.
- 11.3 Bargaining unit members who are required to make telephone calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one-half (½) hour at one and one-half times their regular rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (½) hour, the employee will be paid for the actual time worked at one and one-half times their regular rate of pay.
- 11.4 Employees who are scheduled to report for a shift change with less than eight (8) hours between shifts shall be paid time and one-half (1½) regular straight time rate of pay for four (4) hours of the second shift.

ARTICLE 12

SENIORITY

Seniority means the rights secured by regular full-time employees by length of continuous service with the City. Seniority rights shall apply to layoff, scheduling of vacations and transfers of employees, that is, the last employee hired shall be the first laid off. Seniority shall not be effective until a six (6) month probationary period has been completed, after which seniority shall date back to the date of last hiring. Seniority shall be determined by craft and division. Recall rights are not earned until after six (6) months continuous service.

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

opportunity to return to work. Any recall rights under this Agreement are only applicable for one calendar year from the date of layoff.

ARTICLE 13

PROBATIONARY PERIODS

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

ARTICLE 14

HOLIDAYS

- 14.1 Full-time employees shall be granted the following paid holidays each calendar year:
 - a. New Year's Day, January 1
 - b. Martin Luther King Day, third Monday in January
 - c. Lincoln's and Washington's Birthday, third Monday in February
 - d. Memorial Day, Last Monday in May
 - e. Independence Day, July 4
 - f. Labor Day, first Monday in September
 - g. Veterans Day, November 11
 - h. Thanksgiving, fourth Thursday and Friday in November
 - i. Christmas, December 25
 - j. Every day in which a general election is held throughout the State (General Election Day)
- 14.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in Mont. Code Ann. §2-18-603, shall be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of pay at the regular rate of pay.
- 14.3 If the employee is required to work on the designated holiday and is not given a day off in lieu of the holiday, he/she will be paid at one and one-half (1 1/2) times the regular hourly rate plus holiday pay.

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

ARTICLE 15

VACATION (ANNUAL LEAVE)

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

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

All vacations will be bulletined between January 1 and through the third Friday in March. All approved vacation shall be posted by April 1. Any protest over vacation dates must be submitted, in writing, to the division head before May 1 or no adjustments will be made.

In the case of vacation schedules, seniority shall govern by division with the most senior employee given first (1st) choice of when he shall take his vacation, which shall not exceed ten working days. With the approval of the Division head, employees may split their first choice vacation provided that in no event may less than one week be taken at any time nor may more than two vacation periods be scheduled in any one calendar year. Seniority shall apply on the vacation selections for first and second choices.

Any employee who desires three (3) days or less of accrued vacation may be allowed the requested time off if the employee has accrued sufficient vacation leave, gives twenty-four (24) hours notice to his/her supervisor, and it doesn't interfere with the operational needs of the department.

ARTICLE 16

SICK LEAVE

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

16.2 Employee may take sick leave for the following reasons:

1. Personal illness, including doctor and dentist appointments. Employees are requested to give twenty-four (24) hours prior notice of doctor and dentist appointments, except in cases of emergencies or unforeseen circumstances.
2. When urgently need to care for an employee's spouse, children, mother, father, or any other member of the household who is ill; this leave may not exceed more than one

- hundred and twenty (120) hours at any one time, unless the leave qualifies for FMLA leave.
3. When there is a death in the immediate family, no more than five (5) days sick leave may be granted, unless the leave qualifies for FMLA leave. The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents and corresponding in-laws and other members residing in the employee's household.
 4. PARENTAL LEAVE: Parental leave for birth fathers and adoptive parents may be charged against sick leave credits up to one hundred and twenty (120) hours, unless the leave qualifies for FMLA.
- 16.3 A medical provider's report may be required for any paid sick leave in excess of one (1) working day, or at any time where a pattern of excessive sick leave is identified by the CITY.
- 16.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.
1. Report in the manner designated by Division, the reason for absence as soon as reasonably possible prior to the beginning of the shift to his (her) division head or immediate supervisor.
 2. If the absence is for more than one (1) day in length, the employee must keep his (her) division head informed of his (her) condition, when physically possible.
- 16.5 Worker's compensation benefits, which are received by an employee during sick leave, shall be deducted from compensation due the employee and shall be credited to the employee's sick leave.
- 16.6 Death Benefits. All personnel shall receive Public Employment Retirement System death benefits.
- 16.7 SICK LEAVE DONATIONS. Sick leave utilized must not exceed the amount accrued by the employee. Sick leave donations are not available to employees during a probationary period. If an employee is ill and has exhausted his/her sick leave credits, and needs more time away from work, he/she may utilize his/her accrued annual leave. If an employee is ill and has exhausted all his/her sick leave and vacation leave credits, and needs more time away from work, members of the IBEW UNION may donate five (5) days of sick leave to an employee on an individual basis. Requests for donations must be approved by management and requested and coordinated through HR. The maximum amount an employee can receive or donate is fifteen (15) days in a calendar year.
- 16.8 Upon request of affected employees, the CITY agrees to make application to participate in the State's VEBA (Voluntary Employee Beneficiary Association) program, or a

similar Health Reimbursement Account (HRA) program, designed to allow employees to contribute termination sick leave pay outs into an account to pay for eligible health insurance premiums and medical expenses after retirement. The cash out of accrued sick leave will be in accordance with state law, Mont. Code Ann. §2-18-618(6), which currently provides lump-sum payment at 25% of an employee's accrued sick leave balance upon termination.

ARTICLE 17

FAMILY AND MEDICAL LEAVE

17.1 Family medical leave will be provided as referenced in City Personnel Policy Manual.

ARTICLE 18

TEMPORARY ASSIGNMENTS AND LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENTS

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

18.2 Employees receiving workers' compensation wage loss benefits that have been released to light duty/temporary alternative duty assignment must inform their immediate supervisor or division head by 5:00 PM on the next work day after being released that he/she is able to report to work for light duty. Failing to notify the immediate supervisor or division head may subject the employee to suspension of workers' compensation wage loss benefits under the workers' compensation laws of Montana, and the employee may be subject to disciplinary action.

18.3 The light duty/temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating medical provider. The employee will be required to perform work throughout the CITY for which the employee may be capable and qualified.

At the discretion of the CITY, the injured employee may be required to submit to a medical examination at any time by a medical provider selected by the CITY at the CITY'S expense.

ARTICLE 19

REST BREAK AND SAFETY

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

19.2 On all energized circuits of equipment carrying 440 volts or over, two (2) or more bargaining unit employees must work together as a safety measure.

ARTICLE 20

SEVERANCE PAY

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

ARTICLE 21

JURY DUTY

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

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

ARTICLE 22

LEAVE OF ABSENCE

Employees are eligible to submit a request to HR for processing and approval/disapproval for a leave of absence without pay for a period not to exceed six (6) months, unless an extension is mutually agreed to. The granting and extent of a leave of absence without pay is at the discretion of the CITY. During such leave, the employee shall not accrue any benefits, including but not limited to, sick leave and vacation leave. Existing seniority rights will be frozen during the term of the leave. Employees must self-pay health insurance premiums while on an approved leave of absence. No leave of absence will be granted for an employee to accept outside employment.

ARTICLE 23

MEAL

In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime he shall be provided or reimbursed \$10.50 for a meal by the CITY and given a reasonable amount of time to eat.

Employee will not be paid for any time utilized to eat. Payment will be included in the employee's semi-monthly payroll check.

ARTICLE 24

LONGEVITY

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

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

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY ALLOWANCE</u>
After 10.0 years through the end of the 15th year	\$20.00 per month
After 15.0 years through the end of the 20th year	\$40.00 per month
After 20.0 years through the end of the 25th year	\$60.00 per month
After 25.0 years through the end of the 30th year	\$80.00 per month
After 30.0 years or more years	\$100.00 per month

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

ARTICLE 25

NON-DISCRIMINATION POLICY

The UNION and the CITY agree to cooperate in a Non-Discrimination Program to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of age, race, religion, sex, national origin, marital status, public assistance status, or any other status protected by state or federal law.

ARTICLE 26

SUPPLEMENTAL AGREEMENT

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

ARTICLE 27

SAVINGS CLAUSE

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

ARTICLE 28

WAIVER AND AMENDMENT CLAUSE

No past practices, policies, or rules or prior agreements shall alter the intent or the meaning of the specific articles of this Agreement. This clause shall not be construed to limit, impair or act as a waiver of the CITY'S or UNION'S right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

SCHEDULE A

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

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

Title/Position	7/1/2019	7/1/2020
Master Electrician	\$ 29.90	\$ 30.81
Electrician	\$ 28.04	\$ 28.90
Water Plant Industrial Electrician	\$ 28.04	\$ 28.90
Traffic Signal Technician	\$ 28.04	\$ 28.90
Traffic Signal Technician/Electrician	\$ 28.04	\$ 28.90
Code Inspector	\$ 28.04	\$ 28.90
Asset Management/Technical Support Specialist	\$ 28.04	\$ 28.90
Water Plant Operations Foreman	\$ 28.04	\$ 28.90
Water Plant Industrial Automation Specialist	\$ 28.04	\$ 28.90

The hourly amount used to calculate the 2019 and 2020 wage increase includes the NEBF and 8th District Electrical Pension Fund contributions as described in Schedule B 4(A)(1) and (2).

SCHEDULE B

CITY OF GREAT FALLS AND LOCAL UNION #233, I.B.E.W. SPECIAL CONDITIONS

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

1. Special Work Schedules: It is understood and agreed that certain job classifications at the water plant require special work schedules. In those cases, the Supervisor shall designate the work schedule, and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday and Sunday. It is further understood and agreed that in those divisions wherein twenty-four (24) hour work schedules or less are maintained the Supervisor shall establish a shift rotation schedule so that each employee may be rotated on an equal basis with the other employees of the division and craft between the various shifts. This also applies to the rotation of days off where seven (7) day coverage is required.
2. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System, as provided by State law.
3. Special Conditions -- Inspectors:
 - (A) This Section 3. applies to Electrical Inspectors only.
 - (B) Applicants for the position of Electrical Inspector shall possess at least one of the following qualifications:
 - (1) Master's License in the electrical field;
 - (2) Certification as a degreed, registered engineer with a minimum of one year's work experience in the appropriate discipline at the time of employment;
 - (3) A bachelor's degree in engineering with a minimum of three years' work experience in the appropriate discipline at the time of employment;
 - (4) A minimum of five years' work experience in the appropriate discipline at the time of employment.
 - (C) In the event a vacancy occurs, the CITY will attempt to hire an individual with the qualifications set forth in Item 3(B)(1) above. Upon approval to recruit for the position, the CITY will notify the UNION and request a list of qualified personnel. Said list of qualified personnel must complete a CITY application packet and will be considered along with applicants obtained through the CITY's normal recruitment practices.

(D) Any inspector assigned to the Building Inspection Division, who is qualified, whether covered by this Agreement or not, may be required to perform the normal duties of any other inspector assigned to said division when:

- (1) Said inspector is absent due to illness, vacation or other authorized absence;
- (2) An emergency situation exists (i.e., flood, fire, earthquake or other act of God); or
- (3) Necessary for efficiency of operation.

4. UNION Pension and Insurance Plans: The CITY agrees to pay directly to any pension plan designated by the UNION, an amount specified by said UNION for all hours compensated for by the CITY. The CITY further agrees to contribute amounts outlined below into the various pension and insurance plans. Any additional contributions specified by the UNION for the duration of this Agreement will be deducted from employee's base pay.

(A) I.B.E.W.:

- (1) It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

appropriate local collection agent.

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

- (2) The sum of one dollar and eighty-five cents (\$1.85), effective July 1, 2016 (7/1/16) increasing to two dollars and ten cents (\$2.10) effective July 1, 2017 (7/1/17), per employee for all hours paid to employees covered under the terms of this Agreement will be forwarded monthly to a depository designated by the Trustees of the Eighth District Electrical Pension Fund. The CITY shall forward monthly a payroll report on a form prescribed by the Trust Fund Committee. Such payment and payroll report shall be mailed to reach the office of the collecting agency not later than fifteen (15) calendar days following the end of each calendar month. If the CITY fails to remit, the CITY shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the UNION, provided the CITY fails to show satisfactory proof that the required payments have been paid to the designated depository.

(3) HEALTH INSURANCE

The CITY agrees to provide non-occupational health insurance coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

A CITY health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the city's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the CITY's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

It is hereby acknowledged that both employee and CITY retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the CITY that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the CITY's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

CITY contribution amount included in base wages for retirement enhancement purposes shall be capped at the contribution rate of \$783/month (Column A below).

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/19, for each eligible employee covered by this Agreement into the City's Health Insurance Plan.

	7/1/19		
	A	B	C
Coverage	CITY Contribution added to base	Additional CITY Contribution not in base	Employee Contribution
Employee (EE)	\$783	\$ 0.00	\$ 54.60
EE & Child(ren)	\$783	\$ 432.23	\$135.03
EE & Spouse	\$783	\$ 596.70	\$153.30
EE & Family	\$783	\$1,127.12	\$212.24

- a. Effective 7/1/97, the CITY reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- b. The CITY shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

- (4) In those divisions where shifts are established and employees who are required to work by the CITY during hours outside the day shift as designated by that employee's Division, there shall be paid in addition to the regular hourly wage, a shift differential of seventy-five_cents (75¢) per hour for the evening shift and one dollar (\$1.00) per hour for the midnight to morning shift. Employees assigned to special work schedules will be paid the shift differential for that shift when they actually work the shift.
- (5) A lead worker, designated by the CITY, shall be paid one dollar (\$1.00) per hour over the regular rate.

AGREED to and dated this ____ day of August, 2019.

FOR THE CITY OF GREAT FALLS:

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

Greg Doyon, City Manager

John Gordon, Business Manager

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Item: 2018 Long Range Transportation Plan – Minor Amendment #1.
From: Andrew Finch, Senior Transportation Planner
Initiated By: Great Falls Transportation Planning Process
Presented By: Craig Raymond, Director, Planning & Community Development Department
Action Requested: Approve Amendment #1 to the 2018 Great Falls Area Long Range Transportation Plan.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) Amendment #1 to the 2018 Great Falls Area Long Range Transportation Plan.

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

Staff Recommendation: Approve Amendment #1 to the 2018 Great Falls Area Long Range Transportation Plan.

Summary: The Long Range Transportation Plan (LRTP) for the Great Falls area was last updated in 2018. Because the Plan covers the Great Falls Metropolitan Area, which includes the City of Great Falls and surrounding area, the LRTP and any amendment must be adopted by both the City and County Commissions.

The LRTP occasionally requires amending - usually to ensure compliance with Federal or State of Montana procedures, processes or regulations. To ensure the LRTP is compliant, an amendment is being proposed to shift a project priority and to add a Transit-related Performance Measure.

Background: The minor amendment being proposed for City Commission adoption has been approved by the Technical Advisory Committee, Great Falls Planning Advisory Board, and the County Commission. A summary of the amendment is attached, with a brief overview of the changes provided below:

1) Watson Coulee Rd. Reconstruction Project

The Technical Advisory Committee, the technical body charged with analyzing transportation needs in the community, recommended moving two new projects forward for use of Surface Transportation Program-Urban (STPU) funds. Both projects are in the same general area, allowing

efficiency in designing and implementing the improvements. The projects would reconstruct Watson Coulee Rd. between the Northwest Bypass and Vaughn Rd., as well as 9th St. NW between the Northwest Bypass and Central Avenue West.

The projects are listed in the LRTP, but only the 9th St. NW project is on the “Recommended List”. The Watson Coulee Rd. project is on the “Illustrative List.” Because fiscal constraint of the LRTP is based upon committed and recommended projects, a project needs to be on the Recommended Projects list and fiscal constraint must then be re-demonstrated. The proposed Amendment would move the Watson Coulee Rd. project to the Recommended List and adjust the fiscal constraint determination.

The current Demonstration of Fiscal Constraint in the LRTP shows an anticipated surplus of nearly \$5.8 million in the STP-Urban funding category during the first five years of the Plan. The Watson Coulee Rd. Project is anticipated to cost around \$2.1 million, so there are no concerns with this action.

2) Transit Performance Measures and Targets

In October 2018, the Great Falls Transit District adopted Performance Measures and Targets for State of Good Repair of their assets. Federal planning guidance requires this performance measure to be included in the LRTP. The 2018 LRTP also has language stating that such measures will be incorporated into the Plan when they became available. Therefore, this Amendment formally incorporates the State of Good Repair measure into the LRTP as shown on the attached “Summary of Amendment #1 to the 2018 Great Falls Area Long Range Transportation Plan.”

Fiscal Impact: There will be no negative fiscal impact to the City of Great Falls as a result of this action. The City would benefit by having two infrastructure improvement projects that total about \$5.5 million constructed with Federal and State transportation dollars. As the City of Great Falls is responsible for maintenance of these road segments, a further benefit will be reduced maintenance costs to the City of Great Falls.

Alternatives: The Commission could, deny Amendment #1, or table action on the item to a date certain for staff for revision.

Concurrences: The Great Falls Technical Advisory Committee, Great Falls Planning Advisory Board, and the Cascade County Commission have approved Amendment #1, and the Great Falls Transit District has adopted the Transit Performance Measures and Targets. Additionally, the Planning Advisory Board has recommended approval of Amendment #1. Final action will be by the Policy Coordinating Committee.

Attachments/Exhibits:

- Summary of Amendment #1 to the 2018 Great Falls Area Long Range Transportation Plan

Summary of Amendment #1 to the 2018 Great Falls Area Long Range Transportation Plan

Edits to reflect moving Watson Coulee Rd. reconstruction project from Illustrative Projects list to Recommended Project list:

Pages 59/60: Tables 13 & 14 - Remove Illustrative Project I15 from Table 14 and add it to Table 13 as new Recommended Project R14.

Page 61: Revise Total Illustrative Projects to reflect elimination of Illustrative Project I15 (reduce by \$3,039,000).

Page 62: Figure 20 – Facility Recommendations: Change project label of I15 to R14, change color.

Page 106: Revise Table 18 Comparison of LRTP Estimated Costs and Available Revenue (Planning Year 2038). Add \$2,052,396 to STPU Expenditures (2018-22), and adjust totals accordingly.

Appendix F, Page 15: Add Watson Coulee Rd. project as “R-14” to Recommended Projects, and adjust total cost estimate to reflect most recent estimate (\$2,052,396). Adjust Recommended Projects total on same page.

Appendix F, Page 17: Remove Illustrative Project I-15 (Watson Coulee Rd.) and add it to Recommended projects as R-14 (see above item).

Appendix F, Page 21: Adjust Illustrative Projects total accordingly.

Appendix F Figures: Adjust Figures, same as indicated above.

Edits to add Transit Performance Measures/Targets:

Replace Transit Performance Measure/Targets language on Page 98 with the below language and new Table. Add new Table to index of Tables.

The FAST Act requires MPO Transit agencies to have transit asset management plans with transit performance targets in place by October 1, 2018. MPOs have 180 days from the time the Transit District sets their targets to adopt transit asset management performance targets.

In compliance with Federal requirements, the Great Falls Transit District has adopted a Transit Asset Management Plan that includes Transit Performance Measures and Targets. By reference, the Transit Performance Measures and Targets included in the latest Asset Management Plan are incorporated into the Long Range Transportation Plan. For informational purposes, those Measures and Targets are shown in Table 16b.

The City of Great Falls, the State of Montana, and the Great Falls Transit District will all work cooperatively towards meeting or exceeding the adopted targets.

Table 16b: Transit Performance Measures & Targets

Asset Category - Performance Measure	Asset Class	2019 Target	2020 Target	2021 Target	2022 Target	2023 Target
REVENUE VEHICLES						
Age - % of revenue vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)	<i>BU - Bus</i>	10%	10%	10%	10%	20%
	<i>MV - Mini-van</i>	N/A	0%	50%	50%	0%
EQUIPMENT						
Age - % of vehicles that have met or exceeded their Useful Life Benchmark (ULB)	<i>Non-Revenue/Service Automobile</i>	25%	25%	25%	25%	25%
	<i>Trucks and other Rubber Tire Vehicles</i>	67%	67%	67%	33%	33%
	<i>Vehicle Maintenance Equipment</i>	25%	25%	25%	50%	75%
	<i>Facilities Maintenance Equipment</i>	N/A	0%	0%	0%	0%
FACILITIES						
Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) Scale						
	<i>Passenger Facilities</i>	N/A	0%	0%	0%	0%
	<i>Administration & Maintenance Facility</i>	N/A	0%	0%	0%	0%



Item: Ordinance 3207 – An Ordinance by the City Commission to establish AI Airport Industrial zoning for the properties identified as Tract 1 and Tract 2 of Certificate of Survey #5142, a tract of land equaling +/- 2.775 Acres, located in Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana.

From: Brad Eatherly, Planner I, Planning and Community Development

Initiated By: Love’s Travel Stops and Country Stores

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

Action Requested: City Commission accept Ordinance 3207 on first reading and set a public hearing for September 3, 2019.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3207 on first reading and (set/not set) a public hearing for September 3, 2019.”

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

Staff Recommendation:

Staff recommends approval of the AI Airport Industrial zoning for the property with conditions. At the conclusion of a public hearing held on July 9, 2019, the Zoning Commission recommended the City Commission approve the establishment of AI Airport Industrial zoning for the subject property.

Conditions of Approval for Establishment of Zoning:

1. Utilities. The extension and connection of on-site utilities for the subject properties shall be approved by the City Public Works Department.

2. Land Use & Zoning. The development standards and land uses for the subject properties shall be consistent with the Official Code of the City of Great Falls (OCCGF).

Summary:

The applicant, Love’s Travel Stops and Country Stores, is requesting annexation and establishment of zoning in order to develop the subject properties as well as two additional properties owned by the Great Falls International Airport Authority for a Love’s Travel Stop and Country Store. This project will

include a truck stop, convenience store, and possibly two fast food restaurants. The properties proposed for annexation and establishment of zoning are legally described as Tract 1 of Certificate of Survey #5142 and Tract 2 of Certificate of Survey #5142, and total 2.775 acres in size.

Background:

Annexation by Petition

The subject properties are outside the City limits and are bordered to the northwest by lots that are within the City limits. The applicant requires annexation because the future development of the Love's project cannot cross jurisdictional lines.

Water, sewer, and storm drain services are currently within or near the two Airport-owned parcels that are within the City limits. Water services will not be needed for the two lots that are to be annexed. However, a public water main will need to be extended to service the development site. An existing sanitary sewer main that crosses the two parcels to be annexed will need to be re-routed to accommodate the construction of the development.

The basis for a decision on annexation is listed in the Official code of the City of Great Falls §17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Annexation.

Establishment of Zoning

The two subject properties to be annexed are proposed to have an AI Airport Industrial zoning designation assigned to them. This zoning designation was selected by staff for two reasons: 1) the proposed uses related to the pending Love's project are permitted in this zoning district, and 2) the proposed zoning district matches the designation of all of the adjoining property owned by the Airport Authority.

The basis for decision on zoning map amendments is listed in OCCGF §17.16.40.030. The recommendation of the Zoning Commission and decision of the City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Zoning Map Amendment.

Fiscal Impact:

The cost of any improvements will be borne by the applicant per the agreed upon terms in the attached Annexation Improvement Agreement. The annexation of the property will significantly increase the City's tax base.

Alternatives:

The City Commission could deny acceptance of Ordinance 3207 on first reading and not set the public hearing. An alternative hearing date would need to be scheduled in order to maintain due process requirements.

Concurrences:

Representatives from the City's Public Works, Legal, Fire, and Police Departments have been involved throughout the review process for this project. Input from these various departments has been incorporated into the proposed Improvement Agreement.

Attachments/Exhibits:

Annexation and Development Agreement
Ordinance 3207
Exhibit A
Findings of Fact – Zoning Map Amendment
Zoning Map

ANNEXATION AND DEVELOPMENT AGREEMENT

Between the City of Great Falls, the Great Falls International Airport Authority, and Love's Travel Stops & Country Stores, Inc. for the development of a Love's Travel Stop and Country Store.

The following is a binding Annexation and Development Agreement dated this _____ day of _____, 2019 (the "Agreement"), by, between and among Love's Travel Stops & Country Stores, Inc. ("Love's"), the Great Falls International Airport Authority, ("Airport"), and the City of Great Falls, Montana, a municipal corporation of the State of Montana ("City"), regarding the requirements for annexation and/or development of four tracts of land ("the Development"). The Airport Authority and Love's are collectively referred to herein as the "Owners." Two of such tracts are currently within the corporate limits of the City, are owned by the Airport and are legally described as 1) The NW ¼ and the NE ¼ of Section 21, Township 20 North, Range 3 East, Mark C, and 2) Lot 2, Section 21, Township 20, Range 3E, Airport Drive Minor Subdivision, P.M.M., Cascade County, Montana ("the Airport tracts"). Two of such tracts to be annexed into the corporate limits of the City are owned by, or will be acquired by, Love's and are legally described as 1) Tract 1 of Certificate of Survey #5142, Section 21, Township 20 North, Range 3 East ("Tract 1"); and 2) Tract 2 of Certificate of Survey #5142, Section 21, Township 20 North, Range 3 East ("Tract 2") ("Love's tracts"). The four tracts are hereinafter referred to collectively as the "Subject Properties". The plan of development is based upon Love's leasing of the Airport tracts to construct a travel stop. Except as otherwise provided in this Agreement, the Owners of the Subject Properties agree to, and are bound by, the provisions of this Agreement, and by signing this Agreement, therefore agree to terms applicable to the Subject Properties. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls ("OCCGF").

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by Love's as it seeks to develop the Subject Properties, as required by the City's approval of the supporting documents. Generally, this Agreement:

1.1 Declares that Love's is aware of and has properly accounted for any natural conditions on the Subject Properties that may adversely affect the Development;

1.2 Insulates the Development from the impact of changes in the City's subdivision and zoning regulations, provided that no substantial changes in the Development are proposed;

1.3 Requires Love's to guarantee that the promised on-site improvements are made in a timely manner by providing the financial securities required by the OCCGF;

1.4 Provides for the inspection and warranty of the required on-site improvements before they are accepted for operation and maintenance by the City;

1.5 As to the Love's tracts only, waives protest and appeal by Love's and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure for the Subject Properties;

1.6 Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;

1.7 Contemplates the opportunity for Love's to request reimbursements when neighboring properties that benefit from improvements made by Love's are developed;

1.8 Indemnifies the City from challenges by the Owners to its approval of the Development.

2. Duration; Conditions Precedent. The term of this Agreement begins when it is fully executed by each of the parties, including the City, and with the exceptions stated below, ends at the time the warranty required by Section 14 of this Agreement on the required improvements installed by the Owners expires and the funds securing that warranty are released.

2.1 If Work Does Not Begin. This Agreement is void if final construction plans for the Development are not submitted for approval within three years of the date of the City Manager's signature on this Agreement.

2.2 Failure to Build. Love's failure to complete on-site improvements in accordance with the final construction plans may also void this Agreement and the vested rights established by Section 8, below.

2.3 Conditions Precedent. Love's obligations under this Agreement are subject to Love's acquisition of Tract 2. In the event Love's does not acquire Tract 2 on or before July 31, 2019, Love's, at Love's option, may terminate this Agreement without liability and the Agreement in such event will be terminated as to all parties.

3. Supporting Documents. Each of the following supporting documents is to be submitted for review and approval by the City.

3.1 Construction Documents. Engineering drawings, specifications, reports and cost estimates, preliminary and final, prepared for the Subject Properties, consisting of documents for, but not limited to the public and/or private sanitary sewer, water, storm drain, and access drive improvements.

3.2 As Built Drawings. "As Built" reproducible 4 mil mylar drawings of public infrastructure, private utilities, and drainage facilities shall be supplied to the City Engineer upon completion of the construction. "As Built" electronic copies of public infrastructure, private utilities, and drainage facilities shall be supplied to the City's Environmental Division upon completion of construction.

3.3 Legal Documentation. Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the authority and responsibilities of Owners, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

4. Changes. The Owners understand that failure of Love's to install required improvements in accordance with the final construction plans is a breach of, and may void, this Agreement. The Owners also understand that failure to build in compliance with the approved plans is a breach of this Agreement and a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the

Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this Agreement) is hereby authorized to allow minor changes to approved plans, as provided below:

4.1 Minor Changes. Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Properties, can be made as follows:

4.1.1 Before making changes, Love's must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within ten (10) business days of receipt of the revised plans.

4.1.2 Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the Subject Properties or the OCCGF.

4.1.3 Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.

4.1.4 Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. Love's must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

4.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. A "Substantial Change" versus a "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

4.2.1 A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator; changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

5. Fees. Love's understands that it is required to pay the following fees as they come due during the development process.

5.1 Recording Fees. All recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

5.2 Engineering Inspections. All applicable engineering fees established by Resolution 10075 of the City of Great Falls or its successors.

5.3 Permit Fees. All applicable planning and building permit fees established by Resolution of the City Commission of the City of Great Falls.

5.4 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with the Subject Properties shall not constitute a waiver by the City.

5.5 Storm Drain Fee. Love's is responsible to pay a storm drain fee in the amount of \$250 per acre for each lot proposed for annexation. This would equal a total of **\$948.00** for storm drain fee for the Subject Properties. The total storm drain fee must be paid to the City no later than 30 days after City Commission action to annex the Subject Properties into the City.

5.6 Application Fees. In addition to the fees outlined above, application fees paid by Loves are: the \$2,000.00 application fee for zoning map amendment and the \$500.00 application fee for Annexation, which have been paid prior to execution of this Agreement.

6. Site Conditions. Loves warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. Love's further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Development will properly account for all such conditions. Love's holds the City harmless for natural conditions and for any faults in its own assessment of those conditions.

7. Permits. This Agreement must be approved by the City Commission and signed by the City Manager before permits for any work will be approved, including, but not limited to trenching for the installation of utilities.

8. Vested Rights. This Agreement and approval by the City create a vested right that protects the Owners from changes in the zoning and subdivision requirements of Title 17 of the OCCGF until this Agreement expires. This vested right does not exempt the Owners from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owners from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the Owners from compliance with changes to state and federal requirements. This vested right may be voided, in whole or in part, if the Owners propose substantial changes in the approved construction plans of the Properties.

9. Required Public Improvements. The public improvements required for the Development shall be installed as shown on the final construction plans that are submitted to and approved by the Engineering Department prior to Certificate of Occupancy. As an alternative, Love's may request a temporary Certificate of Occupancy and provide a financial security for said improvements as prescribed in Section 15 of this Agreement; if such a temporary Certificate of Occupancy is provided by the City, then Love's must ensure that all public improvements as shown on the final construction plans are

completed within six months after issuance of the temporary Certificate of Occupancy. The on-site improvements shall include everything required to provide water, sanitary sewer, and stormwater management, serving each lot proposed in the Development. All on-site improvements will be installed at Love's expense, unless otherwise noted in this Agreement. The improvements described in this Section 9 are referred to in this Agreement as the "required public improvements" or the "required improvements".

9.1 Water. Love's hereby agrees to install a public water main consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division, including the addition of fire hydrants. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of water main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City upon completion.

9.2 Sanitary Sewer. Love's hereby agrees to re-route and install a public sanitary sewer main consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of sewer main service located outside of the public right-of-way shall be located in a public utility easement. The width of the easement shall be determined by the City Engineer based upon the depth of the sanitary sewer line. The improvement is to be owned and maintained by the City upon completion. The Airport consents to the re-routing and installation of the sewer main to the extent it is on the Airport tracts.

9.3 Stormwater. Love's agrees to install stormwater quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls Public Works Department. Stormwater quantity control measures must comply with the standards of the City of Great Falls Storm Drainage Design Manual. The City, the Montana Department of Transportation and/or Federal Highway Administration, as required, must approve all stormwater plans prior to issuance of a building permit. Pipe size and all other construction specifications shall comply with City standards and submitted plans approved by the City of Great Falls Public Works Department. Any portion of storm main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. Any portion of storm main service located outside of the public right-of-way or public utility easement is considered private and is to be owned and maintained by the Owners. The Airport consents to the installation of stormwater quantity improvements to the extent they are on the Airport tracts.

10. Reimbursements owed to Owners. The Owners shall provide the City with documentation of their actual out-of-pocket costs of the installation of the hereinabove described required improvements within four (4) months after approval and acceptance thereof by the City. In the event of Owner's' failure to provide the City with said cost data, the City shall not be obliged to assist in undertaking collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of the Owner, their successors and assigns. Failure of the Owners to provide the City with said cost data for reimbursement as herein required shall in no way alter the obligation of any party to make reimbursements as provided for herein, said failure affecting only the City's obligation to assist in collection thereof.

11. Environmental. Love's agrees to comply with all requirements of the City's industrial pretreatment and MS-4 program requirements, including but not limited to, submission for approval and installation of applicable Fats, Oil, and Grease (FOG) controls, completion of an Industrial Pretreatment Survey, stormwater quality best management practices, Stormwater Maintenance Agreement, Storm Water Pollution Prevention Plan (SWPPP), and completion of a Dust Control Plan.

12. Emergency Communications Center. Per the *Great Falls International Airport Authority and City of Great Falls Lease Agreement, September 1, 2017 – August 31, 2047* (the "Lease Agreement"), regarding the 911 Emergency Communications Center (ECC), approved by the Great Falls City Commission on October 3, 2017, the City agrees to pay the Airport \$104,400.00 toward construction of the new entry road shown in Exhibit B of said Lease Agreement. The City acknowledges the new entry road will be constructed by Love's. Such amount will be payable to the Airport simultaneous with the issuance of a building permit for the Love's Travel Stop project. The new entry road shall provide the primary access to the ECC and shall be recorded as an access easement in favor of the City and the Airport. The terms of the easement shall be approved by City staff and the City Commission. Because the new entry road will replace the existing access drive from Airport Road as the ECC's primary means of ingress and egress and eliminate all unrestricted access from Airport Road, Love's is required to provide no greater than five thousand dollars (\$5,000) towards installation of a knockdown gate or other access control measure satisfactory to the City to allow the amended access to be maintained as an emergency access only. It is understood by all parties that the Airport intends to expand Airport Road to enhance traffic flow and functionality. The Airport agrees that it will to the maximum extent feasible, design its expansion to maintain the emergency only access point where the access exists currently, or provide alternative secondary access that is reasonably acceptable to the City.

Additionally, Love's agrees to construct and maintain two earthen berms at its cost on the east side of the newly constructed roadway. The berms, which are subject to City review and approval, shall be constructed with side slopes at a 3:1 grade ratio and be 4 feet in height. Berms must be landscaped with irrigation according to the OCCGF. If the Owners propose to include fencing as part of the berm design, inclusion of fencing is subject to City review and approval.

13. Deferral Agreement for Shared Use Path. The Owners are required to sign and record an agreement subject to approval by the City Commission to defer installation of a ten (10) foot wide, shared-use path in the right-of-way of Airport Drive.

14. Warranty, Ownership and Inspection of Public Improvements. Love's is responsible for the repair or replacement of any faults in the materials or workmanship of the required public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. If Love's financially guarantees the required improvements, this warranty will be enforced by the City retaining 10% of the security required by Section 15 of this Agreement for the two-year warranty period. If no financial guarantee is needed for the project and Love's will be completing installation of all public improvements as part of the building permit prior to Certificate of Occupancy, Love's is required to submit a cost estimate of the public improvements to the City at the time of building permit. After a Certificate of Occupancy is granted and improvements are accepted, the City shall retain 10% of the cost of the improvements noted in the approved estimate as a warranty for a two-year period. That sum will be released at the end of such two year period unless the parties are involved in a dispute about the

condition, repair, or replacement of any of the required improvements, in which case funds will be held by the City until that dispute is resolved. The release of warranty funds will follow the procedure established in Section 15 of this Agreement for the release of securities.

Installation of all other public improvements required for the Subject Properties shall be subject to the City's inspection policy in place at the time of installation.

15. Security for Public Improvements. If Love's financially guarantees the required public improvements listed in this Agreement prior to their installation, Love's shall provide the City with a performance bond or another form of security acceptable to the Administrator in an amount equal to one hundred thirty-five percent (135%) of the costs of the required public improvements.

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 14. Following the final required inspection, the Director of Public Works shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. If the Development is in compliance all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the Finance Director to release the security to the Owners, minus the retained portion to be held in warranty as required by Section 14 of this Agreement.

16. Maintenance Districts. Love's hereby agrees to waive its right to protest and appeal the lawful creation by the City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Love's tracts.

17. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Love's tracts incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of AI Airport Industrial.

18. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this Agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. Love's is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plans review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owners, nor any third party may rely upon the City's limited review or approval.

The Owners shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that Owners' properties described herein. Upon the transfer of ownership of the properties, the prior owner's (whether it is the Owners that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred properties is released as to that owner and the indemnity obligation runs to the new owner of the properties. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to

indemnify, and no owner of properties is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City. For the avoidance of doubt, in no event will Love's be liable to the City for any liability of the Airport under this Agreement, and neither will the Airport be liable to the City for any liability of Love's under this Agreement.

19. Binding Effect; Miscellaneous. The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, successors and assigns, to conform to the provisions, covenants and terms of this Agreement. Except as expressly provided otherwise, whenever the City's approval is required in this Agreement, such approval shall not be unreasonably withheld or delayed. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA
A Municipal Corporation of the State of Montana

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

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

Great Falls International Airport Authority

Love's Travel Stops & Country Stores, Inc.

ORDINANCE 3207

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, ASSIGNING A ZONING CLASSIFICATION OF AI AIRPORT INDUSTRIAL DISTRICT TO THE PROPERTIES LEGALLY DESCRIBED AS TRACT 1 AND TRACT 2 OF CERTIFICATE OF SURVEY #5142, A TRACT OF LAND EQUALING +/- 2.775 ACRES, LOCATED IN SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, Love’s Travel Stops and Country Stores is the owner of record and has petitioned the City of Great Falls to annex the subject property, consisting of ±2.775 acres, as legally described above; and

WHEREAS, Love’s Travel Stops and Country Stores has petitioned said property to be assigned a City zoning classification of AI Airport Industrial district, upon annexation to City; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on July 9, 2019, to consider said zoning request and, at the conclusion of said hearing, passed a motion recommending the City Commission assign a zoning classification of AI Airport Industrial district to the property legally described as Tract 1 and Tract 2 of Certificate of Survey #5142, a Tract of Land equaling +/- 2.775 acres, located in Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 3rd day of September, 2019, before final passage of said Ordinance herein; and

WHEREAS, the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030; and

WHEREAS, following said public hearing, it was found and decided that said zoning designation be made.

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

Section 1. It is determined that the herein requested zoning assignment meets the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and meets the requirements of OCCGF Section 17.16.40.030.

Section 2. That the property legally described as: Tract 1 and Tract 2 of Certificate of Survey #5142, a Tract of Land equaling +/- 2.775 acres, located in Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, be designated as AI Airport Industrial district as shown in Exhibit A.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 6, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading September 3, 2019.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

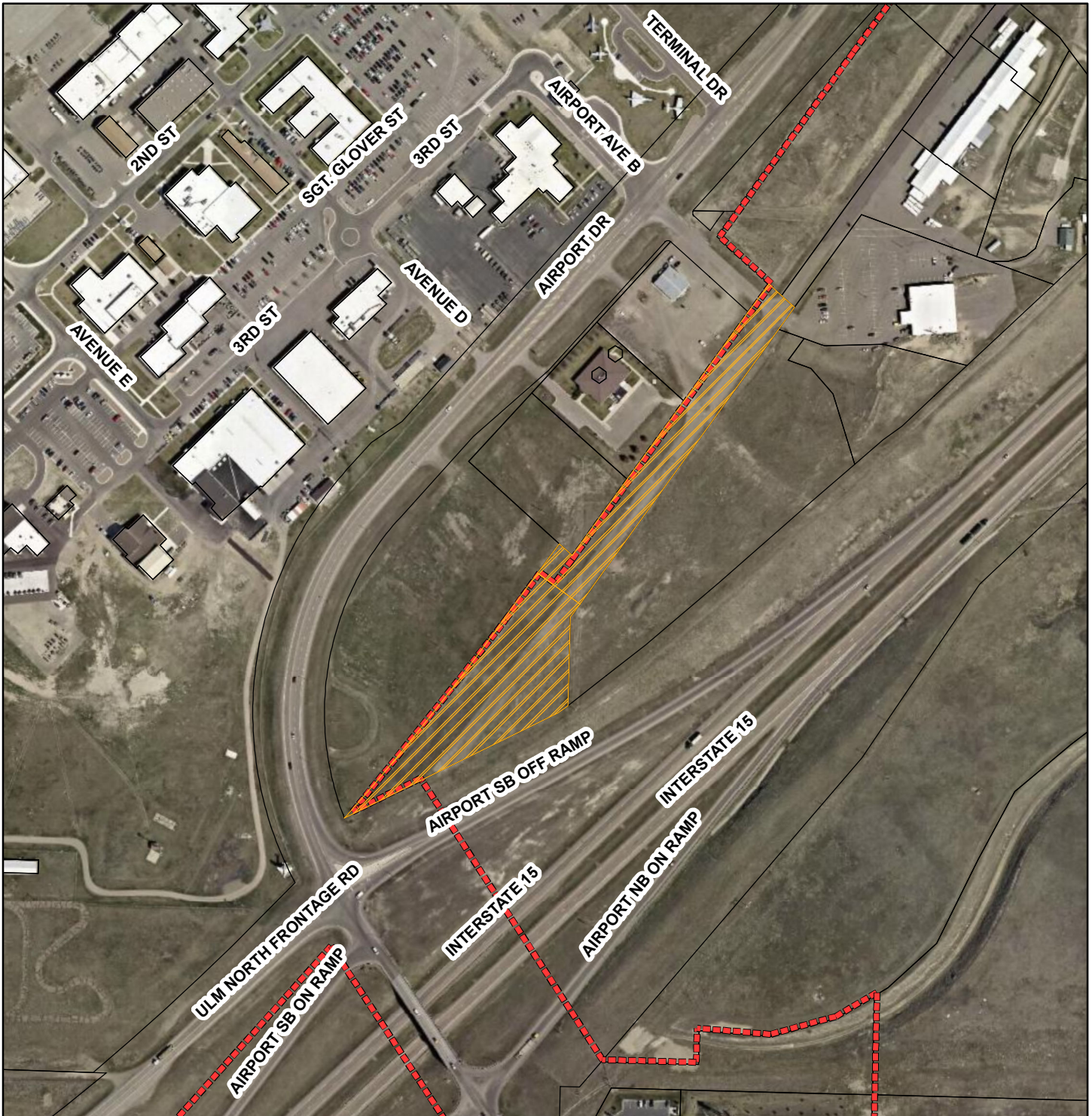
State of Montana)
County of Cascade : ss
City of Great Falls)

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3207, on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

EXHIBIT A



 Subject Properties

 City Limits



FINDINGS OF FACT/BASIS OF DECISION – ZONING MAP AMENDMENT

Tract 1 of Certificate of Survey #5142, Section 21, T20N, R3E, PMM, Cascade County, Montana, and Tract 2 of Certificate of Survey #5142

PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in the Official Code of the City of Great Falls §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of the City Commission shall at a minimum consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's growth policy.

The proposed annexation is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. Additionally, the annexation specifically supports the following policies:

Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

The properties being annexed and zoned Airport Industrial are contiguous to the City limits and located adjacent to property already zoned Airport Industrial.

Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

Sanitary sewer already crosses one of the properties proposed for the Airport Industrial zoning designation. An existing water main is located on Airport Drive and can be accessed to support the proposed development project. Stormwater detention/retention will be required, and the applicant's consultant has discussed preliminary designs with both City Engineering and the Montana Department of Transportation. Appropriate infrastructure is available to serve the properties being zoned.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located in an area where no Neighborhood Councils exist.

3. The amendment is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.

The subject properties do not lie within any adopted plan or sub-area planning areas. The proposed improvements for all proposed roads in the development are consistent with City transportation planning documents.

4. The code with the amendment is internally consistent.

The proposed establishment of zoning is not in conflict with any portion of the existing City Code and will be consistent with the adjacent zoning to the north and east. The proposed zoning will not be injurious to the use and enjoyment of other property in the immediate

vicinity, nor substantially diminish and impair property values in the neighborhood.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

There are no existing public health, safety or welfare issues that have been identified for these properties. City staff has coordinated extensively with all parties to ensure that the Annexation Improvement Agreement addresses the access and landscaping requirements of the existing lease agreement between the Airport and City's Emergency Communications Center (ECC).

The City has or will have the financial and staffing capability to administer and enforce the amendment.

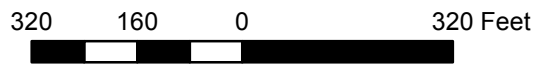
The City has the financial and staffing capability to enforce the amendment if it is approved. The zoning map amendment will only affect the subject properties and they will be developed in a manner consistent with the zoning for this area.

ZONING MAP



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  Subject Properties
-  PLI Public Lands and Institutional
-  AI Airport Industrial
-  Tracts of Land





Item: Resolution 10315, A Resolution requesting distribution of BaRSAA Funds.
From: Engineering Division
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: City Commission adopt Resolution 10315 – The resolution requests distribution of Bridge and Road Safety and Accountability Act (BaRSAA) program funds.

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (adopt/deny) Resolution 10315 and authorize the Public Works Director or his designee to request distribution in the amount of \$764,381.03 from the Bridge and Road Safety and Accountability Act (BaRSAA) program funds."

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

Staff Recommendation: Adopt Resolution 10315.

Summary:

The purpose of Resolution 10315 is to authorize the Public Works Director or designee to request distribution of BaRSAA funds through the Montana Department of Transportation (MDT).

Background:

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

Beginning March 1st of each year, local governments may request distribution of their allocation from MDT. Local governments must match all distributions from the BaRSAA account with a 5% funding match.

The City can use these funds for the construction, reconstruction, maintenance, and repair of city streets,

alleys, and bridges that the City has the responsibility to maintain.

The BaRSAA funds for 2018, in the amount of \$360,411.42, were received and designated to the Encino Drive Grande Vista 2 Street Repairs Phase 1 project.

Fiscal Impact:

The proposed resolution will allow the City to request \$764,381.03. The City's 5% match, \$38,219.05, will come from Street Department's Maintenance Funds.

Alternatives:

The City Commission could vote to deny the resolution.

Attachments/Exhibits:

Resolution 10315

Resolution 10315 Appendix A

Resolution 10315 Appendix B

RESOLUTION NO. 10315

**A RESOLUTION REQUESTING DISTRIBUTION OF
BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY
PROGRAM FUNDS.**

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 6th day of August, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Joseph Cik, Assistant City Attorney

APPENDIX A

City of Great Falls

Lower Northside Water Main Replacement and Street Reconstruction,

Office File 1467.0

Introduction:

The proposed project location is located within the lower northside, an area from 2nd Avenue North to 8th Avenue North and from Park Drive to 9th Street.

The water mains within the scope of the project were installed beginning in 1890 to 1892 and the street paving districts were established in 1913 to 1915. The area is located within the original town site with minor improvements made throughout the years.

The water mains have been failing with increased frequency causing damage to resident's property, the roadways, and disrupting water service to local residents. The water main breaks are primarily due to age and type of pipe material and corrosive soils.

This will be a two part project:

- Part one is to replace the old undersized water mains (6-inch) with new 8-inch PVC pipe. This portion of the project will be paid for using City of Great Falls Water Capital Improvement Funds.
- Part two will be to rebuild damaged and outdated roadways. The proposed roadway reconstruction will include removal of the existing pavement, base course and subgrade; properly compact the re-graded subgrade soils, install separation and support fabric, installation and compaction of new base course material, and place new asphaltic concrete pavement.

Along with street reconstruction the project will also remove and replace curb and gutter, sidewalks, and install ADA compliant handicap ramps.



Resolution 10315 Appendix B. Budget for OF1467.0 Lower Northside Water Main Replacement and Street Reconstruction

Account	Account Description	Annual Budget Amount	YTE Actual Amount	Budget Less YTD Actual	% of Budget
Fund Type Special Revenue Funds					
Fund 2821 - GAS TAX BaRSAA					
REVENUE					
Department 00 - NON-DEPARTMENTAL					
Division 072 - TRANSFERS					
38310	OPERATING TRANSFER IN (from Street Maintenance Revenue)	38,219.05	.00	38,219.05	0
	Division 072 - TRANSFERS Totals	\$38,219.05	\$0.00	\$38,219.05	0%
Department 31 - PUBLIC WORKS					
Division 531 - STREET MAINTENANCE					
33505	GAS TAX - SPECIAL ROAD/STREET ALLOCATION	764,381.03	.00	764,381.03	0
	Division 531 - STREET MAINTENANCE Totals	\$764,381.03	\$0.00	\$764,381.03	0%
	REVENUE TOTALS	\$802,600.08	\$0.00	\$802,600.08	0%
EXPENSE					
Department 31 - PUBLIC WORKS					
Division 531 - STREET MAINTENANCE					
49310	IMPROVEMENTS OTHER THAN BUILDINGS	802,600.08	.00	802,600.08	0
	Division 531 - STREET MAINTENANCE Totals	\$802,600.08	\$0.00	\$802,600.08	0%
	EXPENSE TOTALS	\$802,600.08	\$0.00	\$802,600.08	0%
Fund 2821 - GAS TAX BaRSAA Totals					
	REVENUE TOTALS	802,600.08	.00	802,600.08	0%
	EXPENSE TOTALS	802,600.08	.00	802,600.08	0%
	Fund 2821 - GAS TAX BaRSAA Net Gain (Loss)	\$0.00	\$0.00	\$0.00	+++