



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
May 20, 2025
7:00 PM**

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

Public participation is welcome in the following ways:

- Attend in person.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

Meeting Decorum Statement

1. Members of the public shall address their comments to the presiding officer and the Commission as a body and not to any individual member of the Commission or City staff.
2. Speakers shall keep their comments germane to the subject item on the agenda or, during petitions and communications, matters of significant public interest which are within the jurisdiction of the Commission.
3. Be respectful and do not engage in disorderly or boisterous conduct, including but not limited to applause, booing, or making any remarks that are, threatening, profane, abusive, personal, or slanderous that disturbs, disrupts, or otherwise impedes the orderly conduct of our meeting.
4. Signs, placards, banners, or other similar items shall not be permitted in the audience during our City Commission meeting.
5. Remain seated, unless addressing the body at the podium or entering or leaving the meeting. Private or informal conversations may occur outside of the Chambers. Obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.
6. A complete copy of Rule 10 pertaining to the public participation is available on the table in the Commission Chambers and is included with the Meeting posting on the City's Website.

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 either your address or whether you are a city resident 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.

CITY MANAGER

4. 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.

5. Minutes, May 6, 2025, City Commission Meeting.
6. Total Expenditures of \$5,575,275 for the period of April 10, 2025 through April 30, 2025, to include claims over \$25,000, in the amount of \$4,480,800.
7. Contracts List.
8. Grants List.
9. Approve the final payment for the CDBG 32nd Street South ADA Upgrades, Phase 2, in the amount of \$299,921.49 to United Materials of Great Falls, Inc., and \$3,029.51 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
10. Approve the final payment for the CDBG Sidewalk project around Carter Park, in the amount of \$53,982.02 to United Materials of Great Falls, Inc., and \$545.28 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
11. Approve the final payment for the 7th Ave NW Street Reconstruction from 11th Street NW to 12th Street NW project, in the amount of \$192,339.23 to United Materials of Great Falls, Inc., and \$1,942.82 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
12. Approve the final payment for the Great Falls Animal Shelter Remodel Project, in the amount of \$7,397.20 to A&R Construction, and \$74.72 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments.
13. Approve the purchase of one new Peterbilt 548 tandem axle dump truck from Jackson Group Peterbilt of Missoula, through Sourcewell Purchasing Cooperative, for a total of \$184,631.
14. Approve the Fiscal Year 2026 annual bid award for asphaltic concrete material to Great Falls Sand and Gravel, Inc. for an amount up to \$919,300.

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

PUBLIC HEARINGS

15. Americans Little League Park – Americans Little League Association. *Action: Conduct a public hearing and approve or not approve a lease agreement of City owned property located at 38th Street North and 10th Ave with the Americans Little League Association. (Presented by Jessica Compton)*
16. Westside Little League Park– Westside Little League Association. *Action: Conduct a public hearing and approve or not approve a lease agreement of City owned property located in Grande Vista Park described as Westside Little League Park with Westside Little League Association. (Presented by Jessica Compton)*
17. Riverside Little League Park – Riverside Little League Association. *Action: Conduct a public hearing and approve or not approve a lease agreement of City owned property located in Sacajawea Park and Riverside Little League Park with the Riverside Little League Association. (Presented by Jessica Compton)*

OLD BUSINESS

NEW BUSINESS

18. Lift Station 4 Upgrades and Replacement, Construction Contract. *Action: Award or not award a construction contract in the amount of \$1,289,952.30 to Geranios Enterprises, Inc., and authorize or not authorize the City Manager to execute the contract documents. (Presented by Christoff Gaub)*
19. Community Development Block Grant (CDBG) Funding Agreements for the Leland Apartments with Rebuild Great Falls. *(Presented by Sylvia Tarman)*
 - I. Leland Apartments Bug Removal Project. Action: Approve or not approve the CDBG Funding Agreement in the amount of \$20,100 to Rebuild Great Falls and authorize the City Manager to execute the grant agreement.*
 - II. Leland Apartments Trash Removal Project. Action: Approve or not approve the CDBG Funding Agreement in the amount of \$64,970 to Rebuild Great Falls and authorize the City Manager to execute the grant agreement.*
20. Community Development Block Grant (CDBG) Funding Agreement with Great Falls Public Schools for the Lewis & Clark Elementary School ADA Playground Project. *Action: Approve or not approve the CDBG Funding Agreement in the amount of \$153,777 and authorize or not authorize the City Manager to execute the agreement. (Presented by Sylvia Tarman)*
21. Community Development Block Grant (CDBG-CV) Funding Agreement for the YWCA Bathroom Remodel Project. *Action: Approve or not approve the CDBG-CV Funding Agreement in the amount of \$329,000 and authorize or not authorize the City Manager to execute the agreement. (Presented by Sylvia Tarman)*

22. CDBG & HOME Consolidated Plan and Citizen Participation Plan. *Action: Set or not set a public hearing for July 1, 2025, to consider the 2025-2029 Consolidated Plan and Citizen Participation Plan. (Presented by Sylvia Tarman)*

ORDINANCES / RESOLUTIONS

23. Ordinance 3274 Amending Title 2, Chapter 21 Pertaining to the Code of Ethics. *Action: Adopt or deny Ord. 3274. (Presented by David Dennis)*

CITY COMMISSION

24. Miscellaneous reports and announcements from the City Commission.
25. Commission Initiatives.

ADJOURNMENT

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

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

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

JOURNAL OF COMMISSION PROCEEDINGS
May 6, 2025 -- Regular City Commission Meeting
Civic Center Commission Chambers, Room 206 -- Mayor Reeves Presiding

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS:

City Commission members present: Cory Reeves, Joe McKenney, Rick Tryon, and Shannon Wilson. Commissioner Susan Wolff was excused.

Also present were City Manager Greg Doyon, Interim Deputy City Manager Bryan Lockerby, Public Works Director Chris Gaub, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, City Attorney David Dennis, Police Chief Jeff Newton, and City Clerk Lisa Kunz.

AGENDA APPROVAL:

There were no proposed changes to the agenda by the City Manager or City Commission. The Commission approved the Agenda as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:

Commissioner McKenney acknowledged that Agenda Item 25 involves a development project for 163 single-family homes. As a realtor who specializes in single-family residential properties, he recognized that there could be a perceived conflict of interest. To address this, he consulted with the City Attorney, who advised that, since there is no direct personal or financial interest in the specific development project, there is no actual conflict of interest. Therefore, he will participate in both the discussion and the vote on this item.

MILITARY UPDATES

**1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM
MALMSTROM AIR FORCE BASE.**

Colonel Benji Johnson, Dep. Commander, 341st Missile Wing, introduced Lt. Col. John Mayer and 2nd Lt. Colton Parcell.

Lt. Col. Mayer shared personal and professional background information that he was born in Colorado and raised in England and France. He joined the ROTC program,

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met his wife in England, and they both commissioned in California. The couple moved to Great Falls in 2007, where they started their family. After relocating for several job assignments and expanding their family, they were determined to return to Great Falls. His parents now reside in Great Falls, and with retirement expected in about 18 months, they plan to stay in the community permanently.

Professionally, he is a Missileer who has pulled alert approximately 250 times across all 15 launch control centers in the 341st Missile Wing. Currently, he leads the Site Activation Task Force for the Sentinel ICBM, tasked with preparing the base and overseeing the deployment of the new system.

He also announced that public town hall meetings regarding the Sentinel ICBM would be held next week: Tuesday at 6 pm at the Lewistown Fairgrounds, Wednesday at 5 pm at the Fairfield High School, and Thursday in Great Falls at West Elementary School.

2nd Lt. Parcell, from South Carolina, expressed his gratitude for the warm hospitality he has received since being stationed at Malmstrom Air Force Base (MAFB) in November 2024. He announced that MAFB would be hosting Police Week on base next week, featuring a series of events to recognize and honor the men and women who have served in law enforcement, as well as those who have made the ultimate sacrifice in the line of duty. He encouraged those wanting to attend any of the events to contact the City Clerk with the required information to get on base.

Col. Johnson announced that since the end of March, Malmstrom Air Force Base (MAFB) has hosted several high-profile visits. General Thomas Bussiere, Commander of Air Force Global Strike Command, visited the base, along with representatives from the Government Accountability Office, who were gathering information to report to Congress on the future viability of the Minuteman III system and the Sentinel program.

Professionals from the House Armed Services Committee visited MAFB to discuss an ongoing cancer study related to remnants of cancer-causing agents historically used in electronics during the 1960s.

Major General Sean Choquette, Air Force Chief of Safety, also visited to gain insight into MAFB's weapons safety protocols and how the base safeguards its arsenal. He also came to review the integration of the new helicopter being introduced.

Looking ahead, MAFB will see 17 changes of command this summer.

Commissioner Wilson extended heartfelt thanks to Col. Johnson and the base leadership. She explained that, on April 16, VFW Post 4669 held a Buddy Poppy fundraiser at the base. Thanks to the generosity of the airmen, \$2,500 was raised to support a veteran who was critically injured and is currently in the ICU.

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2. **John Hubbard**, City resident, commented that the City should make do with the Fire Training Center that it has. He opined that building a new center is a \$2 million dollar waste of money.

NEIGHBORHOOD COUNCILS**3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

BOARDS AND COMMISSIONS**4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

5. APPOINTMENTS TO THE GREAT FALLS PLANNING ADVISORY BOARD/ZONING COMMISSION.

Mayor Reeves reported that in March 2021, Lindsey Gray was appointed to the Planning Advisory Board/Zoning Commission for her first three-year term and reappointed for her second term on December 19, 2023. Ms. Gray resigned from the Board/Commission on March 1, 2025; therefore, the City needs to fill the remainder of her term through December 31, 2026.

In February, the City Commission appointed three new members to this Board from seven citizens that applied during the advertisement period. Staff reached out to the unselected applicants to see if they would be interested in being considered for this opening. Michael Keith Bicsak and Joe McMillen were interested in being considered for this opening. The City also posted the opening on the City's Website to seek other citizen interest, receiving applications from Katheryn Hanning, Robert Long, and Sandor Hopkins.

Planning Board Chair Tory Mills and Vice Chair Julie Essex conducted telephone interviews of all the applicants with the assistance of Planning and Community Development Director Brock Cherry, Deputy PCD Director Lonnie Hill and PCD Administrative Assistant Jamie Nygard. The consensus was to ask the Planning Board to recommend Katheryn Hanning to the City Commission for appointment.

The applications were included in the Planning Board meeting packet. On April 22, 2025, prior to the Planning Board meeting, staff received a resignation from member Pat Green. His term is set to expire December 31, 2025.

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Chair Mills and Vice Chair Essex provided a summary of the interview process. The Board voted to recommend appointment of Katheryn Hanning to the remainder of Ms. Gray's term through December 31, 2026, and appointment of Joe McMillan to the remainder of Mr. Green's term through December 31, 2025.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission appoint Katheryn Hanning to the Great Falls Planning Advisory Board/Zoning Commission for the remainder of a three-year term through December 31, 2026, and appoint Mike Bicsak for the remainder of a three-year term through December 31, 2025.

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

Commissioner Tryon expressed reservations regarding the appointment of Katheryn Hanning, citing her current role as Chair of the Home Builders Association. He noted uncertainty about whether this dual role could create a conflict of interest—or the appearance of one—on this Board. Commissioner Tryon stated a preference for appointing Mike Bicsak and Joe McMillan, both of whom have previously applied.

Commissioner Wilson noted that Katheryn Hanning is also a member of the County Planning Board, and that may present conflicts serving on both boards. She thinks the best applicant is Sandor Hopkins, a certified land use planner, floodplain manager and is a licensed title insurance producer.

Commissioner McKenney also expressed concern regarding the appointment of Katheryn Hanning, specifically the potential for a conflict of interest. However, he stated his belief that Ms. Hanning would exercise sound judgment and recuse herself should a conflict arise. Commissioner McKenney voiced strong support for appointing Mike Bicsak to the second opening, noting that Mr. Bicsak has been actively seeking opportunities to serve the community and that this role would be a good fit.

Commissioner Tryon concurred with Commissioner McKenney's comments about Mr. Bicsak, adding that he would be a fresh face and is a young leader in the community.

Mayor Reeves inquired of the City Attorney if he sees a conflict with Ms. Hanning serving on both the City and County Planning Boards.

City Attorney David Dennis responded that serving on both boards could present a conflict of interest. He explained that situations may arise where the interests of the City could be adverse to those of the County, potentially complicating impartial service on the Board.

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Based upon the opinion of the City Attorney, **Commissioner Tryon moved to amend the main motion, seconded by Commissioner McKenney, that the City Commission appoint Joe McMillan to the Great Falls Planning Advisory Board/Zoning Commission for the remainder of a three-year term through December 31, 2026, and appoint Mike Bicsak for the remainder of a three-year term through December 31, 2025.**

Mayor Reeves asked if there was any public comment on the amended motion.

Ron Paulick, City resident, commented that Sandor Hopkins is a good person and committed to what he is doing. He should be considered more for the Planning Board.

Mayor Reeves asked if there was any further discussion amongst the Commissioners on the amended motion.

Hearing none, Mayor Reeves called for the vote.

Amended Motion carried 3-1 (Commissioner Wilson dissenting).

CITY MANAGER

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon updated the Commission on the following:

- **Public Works**
Environmental partnered with Veolia to host their biannual household hazwaste collection event on April 12, 2025. Approximately 1000 gallons of flammable liquids and 180 pounds of batteries and other items were dropped off and disposed of properly.

The City's Water Plant leveraged this opportunity and was able to have several containers of corrosive liquids and other materials hauled off site and disposed of properly.

National Public Works Week - This year's theme, "People, Purpose, Presence," highlights three cornerstone ideals that motivate public works professionals to serve in their communities every day.

- The Public Engagement Report for the Future Great Falls Growth Policy is now available at futuregreatfalls.com. The report captures the most extensive outreach effort the City has ever undertaken for a planning initiative, with over 2,300 community members sharing ideas through surveys, workshops, and community events. From housing to downtown to public safety, the

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feedback reflects what matters most to our community. All of this input will be used to inform the plan's goals, future land use map, and strategies for managing growth.

- Legislature adjourned
SB 117 and SB 542 are waiting the Department of Revenue's interpretation. The City's budget process has been delayed because of legislative changes, and he does not know the full extent of it yet. The legislature certainly has an impact on how we do business in local government. He asked the lobbyist to produce a summary and maybe visit with the Commission again late summer.

CONSENT AGENDA

7. Total Expenditures of \$2,319,995 for the period of March 27, 2025 through April 9, 2025, to include claims over \$25,000, in the amount of \$1,604,300.
8. Minutes, April 15, 2025, City Commission Meeting.
9. Contracts List.
10. Approve the cancellation of City of Great Falls checks that remain outstanding and unpaid for a period of one (1) year or longer as authorized by section 7-6-4303 MCA.
11. Approve the purchase of one new 2025 Envirosight Rovver X Camera System from Normont Equipment of Great Falls, Montana, through Sourcewell, a governmental purchasing service cooperative, in the amount of \$120,920.
12. Approve the Lease Agreement with Ugrin Alexander Zadick, P.C. for storage space located in the basement of #22 Railroad Square and authorize the City Manager to execute the document. **T20N R3E S11**
13. Approve a change order credit in the amount of \$-3,369.60 to A & R construction, LLC for the Great Falls Animal Shelter Remodel Project, and authorize the City Manager to execute the change order documents. **OF 1831.0**
14. Approve the Final Payment for the Civic Center Infrastructure Renovations Project in the amount of \$69,949.31 to AT Klemens, and \$706.56 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments. **OF 1750.2**
15. Award a contract in the amount of \$445,000 to Custom Plaster, LLC for the Mansfield Theater Ceiling Repair Project utilizing the Montana Historic Preservation Grant and City funds and authorize the City Manager to execute the construction contract documents. **OF 1833.1**

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16. Set a public hearing for May 20, 2025 to consider a lease agreement of City owned property located in Sacajawea Park and Riverside Little League Park with the Riverside Little League Association.
17. Set a public hearing for May 20, 2025, to consider a lease agreement of City owned property located at 38th Street North and 10th Avenue with the Americans Little League Association.
18. Set a public hearing for May 20, 2025 to consider a lease agreement of City owned property located in Grande Vista Park described as Westside Little League Park with Westside Little League.
19. Set a public hearing for June 3, 2025, on Resolution 10574 to establish residential and commercial water, sewer, and storm drain utility service rates effective July 1, 2025.

Commissioner Tryon moved, seconded by Commissioner Wilson, that the City Commission approve the Consent Agenda as presented.

Mayor Reeves asked if there were any comments from the public or discussion amongst the Commissioners.

Written comment received from **Rena Munson** expressed opposition to agenda item 19.

Commissioner Wilson commented she toured the Animal Shelter last week and the project work looks great.

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

Motion carried 4-0.

PUBLIC HEARINGS

20. RESOLUTION 10572, ESTABLISHING FEES PERTAINING TO BUILDING AND CONSTRUCTION TO INCLUDE REDUCED PLAN REVIEW FEES ON IDENTICAL STRUCTURES FOR COMMERCIAL AND RESIDENTIAL PLAN REVIEWS AT 25% OF THE BUILDING PERMIT FEE.

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

Planning and Community Development Director Brock Cherry reported that Resolution 10572 proposes a change to how plan review fees are calculated when the same building plans are submitted for identical structures—a common scenario in single family speck subdivisions, multi-family and commercial development.

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Under the proposal, the plan review fee would be standardized at 25% of the building permit fee for any additional buildings using the same approved plans. The first structure would pay the full plan review fee, but any identical buildings that follow would receive a reduced rate.

Currently, the fees are set at 65% for commercial and 50% for residential plan reviews. However, in recent years, staff has informally reduced those fees for repeat structures—sometimes as low as 10%—without a formal policy in place. This inconsistency has created confusion for applicants and made it harder for staff to plan and budget effectively.

Resolution 10572 addresses three key goals - (1) it brings clarity and fairness, (2) it protects the health of the enterprise fund, and (3) it aligns with practices across Montana.

An example is, if a developer submits plans for five identical apartment buildings, the first building would be charged the full review fee. The remaining four building, once verified as identical, would be charged 25% for each additional plan review. It is a simple, fair system that ensures oversight.

Great Falls Home Builders Association is in full support of this change.

In short, this resolution helps modernize the process, stabilizes the department's funding, and offers a fee structure that is consistent, reasonable, and easy to administer. Staff recommends adoption of Resolution 10572.

Mayor Reeves asked if the Commissioners had any questions of Director Cherry.

Hearing none, Mayor Reeves asked if there were any comments from the public in support of or in opposition to Resolution 10572.

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

Commissioner McKenney moved, seconded by Commissioner Wilson, that the City Commission adopt Resolution 10572.

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

Commissioner Wilson commented that this is good business.

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

Motion carried 4-0.

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21. RESOLUTION 10573, ESTABLISHING RESIDENTIAL AND COMMERCIAL SANITATION SERVICE COLLECTION RATES EFFECTIVE JUNE 1, 2025.

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

Public Works Director Chris Gaub reviewed the same PowerPoint slides that were presented at the April 1, 2025 work session. Three big items to note include a multi-year rate structure, phasing out the senior rate and phasing in a low to moderate-income rate, and a large landfill increase that Republic notified the City about in January due to a large infrastructure project that they built and installed. The City formally protested the cost of Republic's methane capture project and is awaiting a response. That results in higher rates, a 17% increase versus 2.5%. It also has an opportunity cost for the department to move into front loading trucks versus side loading trucks for commercial customers. Commercial customers are demanding it and the industry is moving in that direction. Notes from the slides include:

- The City has 85% of the customer base
- The roll-off service is up 13% and continues to grow
- 93 new commercial accounts were added in 2023/24. To date in 2025, 22 new commercial customers have been added
- Pros of a multi-year rate increase include customers can financially forecast/budget for two years, and provides for the City to make longer range decisions and strategic planning for fleet purchases, portfolio changes (front loaders)
- Cons of a multi-year rate increase may include unforeseen, significant emergency financial requirements. However, should that occur staff could request that the Commission adjust rates
- Significant points this year include the landfill tipping fee increase. Generally, it is driven by the CPI, which is 2.45%. Republic increased the rate another 14.30% due to its methane infrastructure project. This results in a 16.75% increase. The additional landfill costs will result in a delay transitioning to front loader trucks. From 2017 through 2024, the average rate increase was 3.79% per year. That will drastically change this year with the 16.75% increase from Republic. The City is currently paying the increased Republic fees
- The current senior citizen rate is not covering the cost of the service, with or without capital costs. The rate will be phased out as of June 1, 2026.

Mayor Reeves asked if the Commissioners had any questions of Director Gaub.

Commissioner Tryon referred to the pie chart slide that set forth the sanitation operating costs. He inquired if Director Gaub could make any reductions to operating costs to offset the rate increase.

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Director Gaub responded no, service would be reduced in both quantity and quality.

Commissioner Tryon reiterated the residential rate now is \$17.33. The proposed rate would increase the residential rate to \$18.71 for 2025, and to \$20.20 in 2026. If approved, the residential customer will pay over two year an additional \$2.90 per month.

Mayor Reeves asked if there were any comments from the public in support of or in opposition to Resolution 10573.

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

Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10573, establishing residential and commercial sanitation service collection rates effective June 1, 2025 and June 1, 2026.

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

22. PURCHASE OF PROPERTY ADDRESSED AS 5200 2ND AVENUE NORTH IN BEEBE TRACTS, SECTION 10, TOWNSHIP 20 NORTH, RANGE 4 EAST, LOT 047, IN CASCADE COUNTY, MONTANA. OF 1841.0

Public Works Director Chris Gaub reported that this property purchase is a unique and strategic opportunity to strengthen stormwater infrastructure in eastern Great Falls. The address 5200 2nd Avenue North is centered on an existing low spot that functions as a pond that currently receives stormwater from the surrounding region, including incorporated City limits and county properties. The pond also sits adjacent to parcels that, together would have a total storage potential of about 1.3 million cubic feet, which is a similar volume to the Sand Hills Park Pond near the University of Providence.

The City's Stormwater Master Plan Update, currently in draft form, has identified this pond as a high priority project. We would plan future pond improvements here that would alleviate existing flooding problems in the area, as well as support future development proposals. City storm mains would be directed here, alleviating existing pipes and providing an alternative to costly upsizing of pipe. For example,

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developers could work with the City to improve a pond on this property instead of on their property. Or, the City could size the pond in anticipation of future developments and be reimbursed later.

In summary, this purchase would be the first step of a multi-phase plan to alleviate the existing stormwater issues in the area and support future development.

Commissioner Wilson moved, seconded by Commissioner McKenney, that the City Commission approve the purchase of property in Beebe Tracts in Section 10, Township 20 North, Range 4 East, Lot 047, in Cascade County, Montana for a purchase price of \$374,000, and authorize the City Manager to enter into all necessary documents and agreements to complete the transaction.

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

Ron Paulick, City resident, spoke as a proponent with suggestions and concerns. He commented that property.mt.gov indicates the property had a \$179,000 market value in 2023 and 2024 and a taxable value of \$1,700. The current selling price equals an inflationary increase of \$171,000 from the State's market price of \$179,000. He recommended negotiating a lower selling price. He also recommended purchasing property east of 5200 2nd Avenue North with stormwater utility funds for future storm water retainage.

Mr. Paulick expressed concerns about the home inspection report and suggested an alternative funding source other than the general fund if the house needs to be demolished, or negotiate the selling price further.

Christian Leinhauser, Great Falls Development Alliance (GFDA), commented that stormwater can hinder development if there is not any retention and even cancel projects. GFDA is seeing a lot of growth at the east end of town, and have developers with strong interest in developing the east end with announced and unannounced projects. GFDA urges the Commission to support that growth on the east end and growth in the City of Great Falls. Approval of this item is something that is needed moving forward.

There being no one further to address the Commission, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioner McKenney commented that the appraised price of the property is different from what is seen in cadastral. The appraised price is \$350,000. He noted that staff's negotiated price from \$374,000 to \$350,000 was rejected.

Director Gaub noted that the original asking price was \$425,000, and the original offer was \$374,000. After the inspection came back with concerns and it appraised at \$350,000, the City offer of \$350,000 was rejected.

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Commissioner McKenney noted that the extra money spent now would be made up in development and property tax revenue later.

Commissioner Tryon inquired about the house on the property.

Director Gaub commented that the home inspection came back with multiple issues, including foundation, water in the basement, electrical, structural, deck and window, and the list goes on and on. A decision will need to be made on what to do with the house in the future.

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

Motion carried 4-0.

23. UNION BETHEL AME CHURCH PASS-THROUGH GRANT FROM THE STATE HISTORIC PRESERVATION OFFICE (SHPO).

Planning and Community Development Director Brock Cherry reported that Commission approval is being requested for a \$20,000 Special Projects Grant from the State Historic Preservation Office, which would pass through the City to support the Union Bethel AME Church rehabilitation project at 916 5th Avenue South.

This 1917 church is listed on the National Register of Historic Places for its importance to Great Falls' African American community and its role in both religious life and civil rights advocacy. Organizations like the Dunbar Art and Study Club met there regularly and led local efforts to oppose discrimination, including work to support Black airmen at Malmstrom Air Force Base in the 1950s.

The City previously declined to serve as the fiscal agent for a much larger pass-through amount due to concerns about liability, staff capacity, and having necessary monies on hand. SHPO has proposed another way to manage that funding and is asking the City to assist with a smaller, much more limited pass-through grant of \$20,000 to help cover design services. This would require less administrative effort and would be covered by the annual funding our Historic Preservation program already receives.

This proposal would be consistent with past City practice, such as similar pass-through grants that included the program that helped launch key downtown rehabilitation projects like the Arvon Hotel and Baum-Trinastich Building.

It also aligns with goals in the Growth Policy—especially those calling for stronger preservation incentives, nonprofit capacity building, and partnerships that support community-based revitalization.

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The Historic Preservation Advisory Commission has reviewed and unanimously supported this proposal.

Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission approve the special projects grant for the Union Bethel A.M.E. Church at 916 5th Avenue South from the State Historic Preservation Office.

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

Commissioner Wilson expressed concern about grants in general being cut.

Director Cherry commented that, if that should occur, the only one that would be detrimentally affected is the Bethel Church.

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

Motion carried 4-0.

24. FRANKLIN SCHOOL (820 1ST AVENUE SW) NOMINATION TO THE NATIONAL REGISTER OF HISTORIC PLACES.

Planning and Community Development Director Brock Cherry reported that the Commission is being asked to consider whether to support the nomination of the Franklin School, located at 820 1st Avenue Southwest, to the National Register of Historic Places. This nomination is being initiated by the property owner, Charles Street, LLC, who is seeking to rehabilitate the building as part of its continued use as long-term housing.

The Franklin School complex includes two historic structures built in 1910 and 1916, with a later addition in 1938. Originally serving the educational needs of the West Side, the buildings were converted into housing in 1989. They are now in need of reinvestment, and the owner is pursuing federal and state Historic Preservation Tax Credits to support the rehabilitation. To qualify for these credits, the property must first be listed on the National Register.

As part of the nomination process, the State Historic Preservation Office (SHPO) is required to consult with local governments. The City Commission has three options - (1) support the nomination, (2) object, or (3) defer or waive comment.

If the Commission defers or takes no action, the positive recommendation already made by the Historic Preservation Advisory Commission, which reviewed and supported the nomination at its April 9 meeting, would still allow the application to move forward to the State Preservation Review Board later this month.

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Although this proposal is not City-initiated and carries no fiscal impact to the City, it is fully aligned with the adopted Growth Policy, which calls for the preservation, rehabilitation, and continued use of architecturally and historically significant buildings. Specifically, the Growth Policy encourages the use of financial tools like tax credits to help maintain historic structures and support community revitalization. Supporting this nomination helps achieve those goals while reinforcing the City's ongoing role as a Certified Local Government in partnership with SHPO.

Commissioner Wilson moved, seconded by Commissioner McKenney, that the City Commission support the nomination of the Franklin School to the National Register of Historic Places.

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

Commissioner Tryon inquired if there would be restrictions for future use of that building beyond the intended historical designation.

Director Cherry responded that, if a future owner did things to the building that did not align with standards set within the register, the building would no longer qualify for those credits. The applicant is committing himself to the historical integrity of the building. Even though there are some savings by the designation, the applicant also has to follow all the rules in order to be eligible for those monies.

Commissioner Tryon inquired who monitors the applicant to make sure the restrictions are being followed, and was informed state and federal entities.

Commissioner Wilson commented this agenda item was a pleasure to go through because it gave her closure to a 10-year problem she has been researching. The City park in front of the Franklin School is Rhodes Park. In the corner of the park is a memorial to Ida Rhoads, a principal at Franklin School. She has been researching if the memorial spelled Ida's last name wrong. She learned that Rhodes was the architect of Franklin School, and probably the reason they named the park.

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

Motion carried 4-0.

25. ORDINANCE 3273, ASSIGNING PLANNED UNIT DEVELOPMENT (PUD) ZONING TO LOTS 8-10, AND 13-15 OF BEEBE TRACTS, CASCADE COUNTY, MONTANA.

Planning and Community Development Director Brock Cherry reported that this item is Commission consideration of Ordinance 3273 on first reading and to set a public hearing for June 3, 2025. This ordinance would assign Planned Unit Development

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(PUD) zoning to approximately 27 acres proposed for annexation, subdivision and development by Upslope Development at Meadowview Village—a 163-lot, single-family subdivision aimed at providing attainable, entry-level housing.

Staff recommends acceptance on first reading and setting the public hearing.

Commissioner Tryon moved, seconded by Commissioner Wilson, that the City Commission accept Ordinance 3273 on first reading and set a public hearing for June 3, 2025.

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

Christian Leinhauser, Great Falls Development Alliance, commented there are four things to think about in the next month about this project: support of strategic infill development, solves storm water issues for 80 acres in Great Falls, attainable housing and market impact, and the collaboration for community-focused development. This is a generational, large-scale home ownership project that he has not seen in Great Falls in a very long time.

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

Commissioner McKenney noted that it took less than 90 days from plan submittal to staff review, Neighborhood Council and Planning Advisory Board/Zoning Commission approval. He inquired why the public hearing was set for June 3, rather than the next Commission meeting.

Director Cherry noted the time period is in code, and expediting the process may take away time for public comment.

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

Motion carried 4-0.

ORDINANCES / RESOLUTIONS

26. ORDINANCE 3274, AMENDING TITLE 2, CHAPTER 21 PERTAINING TO THE CODE OF ETHICS.

City Manager Greg Doyon reported that several months ago there was some conversation with Commission members about the Ethic Committee, the process, and how it was working out for the City. His previous memo to the Commission summarized what the internal process is to deal with ethics complaints, and outlines a pathway for an alternative choice to return it to the way it was before the City adopted the ordinance establishing an Ethics Committee.

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State law sets forth a code of ethics that elected and appointed officials in government need to follow, as well as a process to address ethical concerns or complaints. The statute provides for persons to make the ethical violation complaint to the County Attorney.

The Ethics Committee was established in 2017 as an advisory body to evaluate ethics complaints and refer valid complaints to the County Attorney. The intended purpose was to add a local layer of oversight beyond the state law process.

Since the process was adopted, there have been three ethics complaints, primarily against Commission members and one that also included staff.

He was not sure that the Commission and the public anticipated how internally complicated it would be when Commission member complaints were brought to him to decide whether there is some merit. It was problematic to evaluate complaints against Commission members due to the potential strain on the governance structure. The City Attorney, who works closely with the Commission, was placed in a difficult position when tasked with evaluating those complaints. That is not a good model for relations between a strong city manager-commission form of government.

The City had to bring in external legal counsel to support impartiality, adding to expenses and complexity.

Manager Doyon proposed reverting to the state law process and eliminating the Ethics Committee. Ethics complaints would be filed directly with the County Attorney for independent review and investigation. This streamlines the process, avoids internal conflicts, and aligns with statutory procedures.

City Attorney David Dennis noted difficulty in maintaining a pool of qualified, trained committee members. Members, while capable, often lack experience or prior exposure to handling such sensitive complaints. Ethics cases are legally complex, even for seasoned attorneys. Outside legal counsel had to be retained to advise the committee, increasing costs and administrative burden. He suggested disbanding the Ethics Committee. Ethics complaints would be directed to the County Attorney, a neutral third-party entity, as provided by state statute. This approach would ensure independence, consistency, and reduce internal friction and costs.

Commissioner Wilson moved, seconded by Commissioner McKenney, that the City Commission accept Ordinance 3274 on first reading and set second reading for May 20, 2025.

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

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Mayor Reeves noted that this proposal removes any conflict of interest and he prefers ethics matters be handled by a completely separate entity.

Motion carried 4-0.

CITY COMMISSION

27. APPOINTMENTS, GREAT FALLS CITIZEN'S COUNCIL.

The Commission discussed availability. Mayor Reeves and Commissioner McKenney noted they could attend the May 27, 2025 meeting.

Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission appoint Mayor Cory Reeves and Commissioner Joe McKenney to serve on the Great Falls Citizen's Counsel, also known as the Council of Councils, for the May 27, 2025 meeting.

Mayor Reeves asked if there were any comments from the public or discussion amongst the Commissioners.

Hearing none, Mayor Reeves called for the vote.

Motion carried 4-0.

28. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

29. COMMISSION INITIATIVES.

None.

30. LEGISLATIVE INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of May 6, 2025, at 8:31 p.m.**

Motion carried 4-0.

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Mayor Cory Reeves

City Clerk Lisa Kunz

Minutes Approved: May 20, 2025



Commission Meeting Date: May 20th, 2025
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT

<https://greatfallsmt.net/finance/checkregister>

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

ACCOUNTS PAYABLE CHECKS	04/10/2025 - 4/30/2025	4,162,957.09
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	04/10/2025 - 4/30/2025	1,325,592.31
	SUB TOTAL: \$	5,488,549.40
MUNICIPAL COURT CHECKS	04/10/2025 - 4/30/2025	86,725.12
	GRAND TOTAL: \$	5,575,274.52

GENERAL FUND

SPECIAL REVENUE FUNDS

COVID RECOVERY

A T KLEMENS INC	CC RENO BOILER PMT 15	131,109.46
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PARK DISTRICT

NORMONT EQUIPMENT CO	ASPHALT SEALCOAT MACHINE W/ H2O TANK	28,090.00
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STREET DISTRICT

HOMES 4 YOU LLC	PW STORAGE BLDG #4 PMT 1	59,684.76
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TERRACON CONSULTANTS INC	GIANT SPRINGS ROAD SLIDE REPAIR/PMT5	28,405.00
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FEDERAL BLOCK GRANTS

UNITED MATERIALS OF GREAT FALLS	7TH AVE N STREET RECON PH 2 PMT 1	347,271.16
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UNITED MATERIALS OF GREAT FALLS	32ND ST S ADA UPGRADES PH 2/PMT 1	387,956.25
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DEBT SERVICE FUNDS

CAPITAL PROJECT FUNDS

GENERAL CAPITAL

A & R CONSTRUCTION LLC	ANIMAL SHELTER REMODEL PMT 4	79,969.82
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ENTERPRISE FUNDS**WATER**

CAPCON LLC	SW SIDE WMR PH 4/PMT5	106,848.32
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SEWER

INSITUFORM TECHNOLOGIES LLC	SEWER TRENCHLESS REHAB PH26/FINAL	37,839.34
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TORGERSONS LLC	4WD BACKHOE WITH ATTACHMENTS	123,316.31
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SANITATION

JACKSON GROUP PETERBILT	PETERBILT 520/HEIL SIDE LOADER #923	219,570.00
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JACKSON GROUP PETERBILT	PETERBILT 520/HEIL SIDE LOADER #908	219,570.00
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ICE BREAKER

CORPORATE IMAGES INC	2025 ICE BREAKER TSHIRTS	27,792.80
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CIVIC CENTER EVENTS

DIAMOND HORSESHOE PRODUCTIONS	HOTEL CALIFORNIA SETTLEMENT	38,722.89
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INTERNAL SERVICE FUNDS**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP	UNLEADED AND DIESEL FUEL - FY 2025	26,199.00
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RDO EQUIPMENT	WIRTGEN PAVEMENT MILLING MACHINE	602,270.30
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HEALTH & BENEFITS

HEALTH CARE SERVICE CORPORATION	MARCH 2025 BCBS	660,663.35
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METROPOLITAN LIFE INSURANCE CO	MARCH 2025 DENTAL AND VISION	46,978.40
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TRUST AND AGENCY FUNDS**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	62,024.44
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	89,996.00
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FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	116,254.39
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STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	156,305.79
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PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	310,295.00
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US BANK	FEDERAL TAXES, FICA & MEDICARE	499,658.92
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LIUNA NATIONAL PENSION FUND	EMPLOYEE & EMPLOYER CONTRIBUTIONS	27,786.42
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UTILITY BILLS

NORTHWESTERN ENERGY

ELECTRIC SUPPLY

46,221.47

CLAIMS OVER \$25,000 TOTAL:

\$ 4,480,799.59

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

DATE: May 20, 2025

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

PRESENTED BY: Lisa Kunz, City Clerk
ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR' S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works – Environmental Division	Carter Commons, LLLP and Housing Solutions, LLC	Permanent	N/A	Maintenance Agreement for operation of Private Stormwater Systems located in two parcels: Carter Commons – Great Falls Original Townsite, SW1/4 of Section 12, Township 20 North, Range 3 East, Block 454, Lot 9A, PM MT and Housing Solutions – Great Falls Original Townsite, SW1/4 of Section 12, Township 20 North, Range 3 East, Block 454, Lot 8A, PM MT, addressed as 520 3 rd Street South

B	Public Works – Environmental Division	Ponderosa Solutions LLC	Permanent	N/A	Maintenance Agreement for Private Stormwater System for Ponderosa Transload Facility located in Section 34, Township 21 North, Range 4 East, PM MT, addressed as 6501 18 th Avenue North, Lot 6A of the AgriTech Addition
C	Great Falls Public Library	Town Pump Charitable Foundation	06/06/2025- 08/16/2025	\$999.98 grant award \$1,585.95 GFPL <u>Foundation</u> \$2,585.95 Total Project	Ratification of Town Pump Keep Kids Reading Grant Award Letter for the Library Loot Boxes Program to incentivize teens to read over summer vacation.

CITY OF GREAT FALLS, MONTANA**COMMUNICATION TO THE CITY COMMISSION****DATE: May 20, 2025**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR'S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	MATCH	PURPOSE
A	Planning & Community Development	Montana State Historic Preservation Office, P.O. Box 201202, Helena, MT 59620- 1202	04/01/2025- 03/31/2026	\$6,000	\$67,009.25 - City \$25,000 – County In-kind: \$5,412.42 - Volunteers	Certified Local Government Grant Application for next fiscal year. Grant funds offset Historic Preservation Officer salary and operating costs for the City-County Local Government Historic Preservation Program



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Final Pay: 32nd Street South ADA Upgrades, CDBG, Phase 2, O. F. 1788.2

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Approve Final Pay Request

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Final Payment for the 32nd Street South ADA Upgrades, CDBG, Phase 2, in the amount of \$299,921.49 to United Materials of Great Falls, Inc., and \$3,029.51 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

Staff Recommendation: Approve the final payment of \$302,951.00. This comprises of \$299,921.49 to United Materials of Great Falls, Inc., and \$3,029.51 to the State Miscellaneous Tax Fund.

Summary:

This project improved pedestrian traffic and complies with Americans with Disabilities Act (ADA) federally mandated criteria. Any patrons that use the public right of way along 32nd Street South will benefit from the project. The ADA improvements support the connectivity of the pedestrian system in the area by providing an accessible route to a State maintained ADA compliant pedestrian corridor along 10th Avenue South. The location's priority was also established as well above average by public stakeholders and ADA federally mandated characteristics using metrics established and monitored in the Public Right of Way ADA Transition Plan (Transition Plan).

Background:

Citizen Participation:

The area was prioritized by the infrastructure scoring processes outlined in the Transition Plan. The construction activity required temporary lane closures of 32nd Street South from the intersections of Central Avenue through 5th Avenue. The contractor maintained access to residences adjacent to the construction zones, through the adjacent alley. This is the second phase of a multi-phase plan to complete the ADA route from Central Avenue to 10th Avenue South.

Workload Impacts:

The City Engineering Division completed design phase engineering, including plans and specifications, with assistance from the Public Works' Utilities and Street Divisions. City Engineering Division staff provided construction phase engineering services and project inspection.

Purpose:

This project provides an ADA compliant route of travel to connect citizens to each other and larger arterial routes for travel to various public and private amenities. The area was prioritized due to a future street mill and overlay project scheduled for 32nd Street South. These routes improve the functional and aesthetic properties of the area and connect citizens of many demographics, while providing a means of independence for those with disabilities in the area. The project provides ADA compliant routes by installing curb ramps and alley aprons from the intersection at 32nd Street South and Central Avenue through the intersection at 32nd Street South and 5th Alley South.

The project corridor is located in the Public Right of Way, and is a high priority route, and additionally will be followed by a street mill and overlay project in two years. The ADA ramp replacement schedule established in the Transition Plan is being adhered to and fulfilled as outlined.

Project Work Scope:

See attached Project Summary Sheet.

Final Payment:

The final project cost is \$694,826.00 which is \$175,259.00 less than the original award of \$870,085.00. A majority of the cost savings is due to not requiring as much 4-inch sidewalk and curb and gutter to meet ADA requirements as well as great collaboration between staff and the contractor, leading to an efficient and fiscally responsible project.

Conclusion:

City staff recommends making the final payment of \$302,951.00. This comprises of \$299,921.49 to United Materials of Great Falls, Inc., and \$3,029.51 to the State Miscellaneous Tax Fund. City Staff verified that United Materials of Great Falls, Inc. has completed all work and punch list items in accordance with the plans and the contract. The two-year warranty period started at the time of substantial completion, which was May 1, 2025.

Fiscal Impact:

Funding for this project is through the Community Development Block Grant program.

Alternatives:

The City Commission could vote to reject final pay and instruct City staff to provide the contractor with a written statement detailing the reason for the disapproval. Failure to provide a valid reason for disapproval could potentially result in the City of Great Falls violating the twenty-one-day prompt payment window specified in the agreement.

Attachments/Exhibits:

Final Pay Documents
Project Summary Sheet

APPLICATION FOR PAYMENT NO. TWO FINAL

To: City of Great Falls (OWNER)
 From: United Materials of Great Falls, Inc. (CONTRACTOR)
 Contract: 32nd Street South ADA Upgrades, CDBG, Phase 2 OF 1788.2
 Project: 32nd Street South ADA Upgrades CDBG, Phase 2
 OWNER's Contract No. 1788.2 ENGINEER's Project No. PW342504
 For Work accomplished through the date of: April 30, 2025

1.	Original Contract Price:	\$ 870,085.00
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ 0.00
3.	Current Contract Price (1 plus 2):	\$ 870,085.00
4.	Total completed \$694,826.00 and stored () to date:	\$ 694,826.00
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ 0.00	
	<u>5</u> % of stored material: \$	
	Total Retainage:	\$ 0.00
6.	Total completed and stored to date less retainage (4 minus 5):	\$ 694,826.00
7.	Less previous Applications for Payments:	\$ 391,875.00
8.	Gross Amount Due this application: (6 minus 7):	\$ 302,951.00
9.	Less 1% State Gross Receipts Tax:	\$ 3,029.51
10.	DUE THIS APPLICATION (8 MINUS 9):	\$ 299,921.49

Accompanying Documentation:


CONTRACTOR's Certification:

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

Dated 5-2-2025 United Materials of Great Falls, Inc.
 CONTRACTOR

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ City of Great Falls
 ENGINEER
 By:  Amanda Brownlee
Digitally signed by Amanda Brownlee
 DN: c=US, E=abrownlee@greatfallsmt.net, O=City of Great Falls, OU=Engineering, CN=Amanda Brownlee
 Reason: I am approving this document
 Date: 2025.05.02 11:16:28-06'00'

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

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

	PROJECT : 32nd St S ADA Improvements																	
	CONTRACT # OF 1788.2																	
	U.M. JOB # 25018																	

PROJECT SUMMARY SHEET:
32nd St S ADA Upgrades, CDBG, Phase 2, O.F. 1788.2
FY2024 Capital Improvement Plan
Current as of: May 2, 2025

Description: New ADA compliant Pedestrian Ramps and alley aprons from Central Ave through 5th Alley S along 32nd St S.

Justification: Per the ADA Transition plan areas around schools, medical facilities, and parks have a higher demand for pedestrian routes. This area has multiple churches and parks on or near 32nd St S, as well as a connection with 10th Ave S.

Scope: Installing: approximately 1,800 Lineal Feet of integral concrete curb and gutter; 5,000 Square Feet of four (4)-inch concrete sidewalk; 5,000 Square Feet of six (6)-inch reinforced concrete; 36 truncated domes; 3 valley gutters; and two type 1 curb inlets for storm water.

Added to CIP: N/A (This is a CDBG project)

CIP Timeline: On track (Construction scheduled for March/April 2025)

Cost:

- To Be Awarded Cost: \$870,085.00
- Final Cost: \$694,826.00

Funding Source(s): CDBG.

Planned Execution Method: Design-Bid-Build

Planned Construction CY: March/April 2025

Current Project Stage (Estimated Completion Date): Planning (Winter 2024/2025), Design (December 2024/January 2025), Bid (January 19, 2025) Construction (To be completed April 2025), Completed (5/1/2025), Warranty (5/1/2027)

- Design Method: In House

Map & Site Pictures:



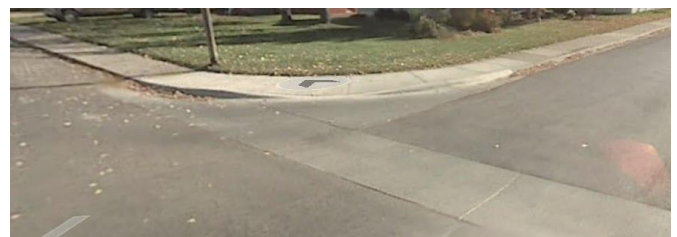
Before NW corner Central and 32nd St



Before 1st Ave S and 32nd St S



Before 1st Alley S and 32nd St S west side



Before 2nd Ave S and 32nd St S, SE Corner

PROJECT SUMMARY SHEET:
32nd St S ADA Upgrades, CDBG, Phase 2, O.F. 1788.2
FY2024 Capital Improvement Plan
Current as of: May 2, 2025



1st Phase (Completed)



Current Phase

PROJECT SUMMARY SHEET:
32nd St S ADA Upgrades, CDBG, Phase 2, O.F. 1788.2
FY2024 Capital Improvement Plan
Current as of: May 2, 2025



3rd Ave S and 32nd St S SE Corner Final install



3rd Ave S and 32nd St S SW Corner Final Install



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Final Pay: CDBG Sidewalk, Carter Park, O. F. 1806.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Approve Final Pay Request

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Final Payment for the CDBG Sidewalk project around Carter Park, in the amount of \$53,982.02 to United Materials of Great Falls, Inc., and \$545.28 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

Staff Recommendation: Approve the final payment of \$54,527.30. This comprises of \$53,982.02 to United Materials of Great Falls, Inc., and \$545.28 to the State Miscellaneous Tax Fund.

Summary:

This project improved pedestrian traffic and ensures sidewalk infrastructure complies with Americans with Disabilities Act (ADA) federally mandated criteria. Any patrons that use the public right of way around Carter Park benefit from the project.

Background:

Citizen Participation:

This low to moderate income area was identified as a location in need of ADA compliant sidewalks and pedestrian ramps. Access to residences and businesses adjacent to the construction zones was maintained by the contractor.

Workload Impacts:

Design phase engineering including plans and specifications were completed by City Engineering staff with assistance from City Utilities Division and City Street Division. City Engineering staff provided construction phase engineering services and project inspection.

Purpose:

This project provides an ADA compliant route of travel to connect citizens to each other and to various public and private amenities. The area has been prioritized due to the above average pedestrian demand of a neighborhood park. These routes improve the functional and aesthetic properties of the area and connect citizens of many demographics, while providing a means of independence for those with disabilities in the area. The project installed curb ramps and an alley apron along three sides of the park, along 6th Avenue South from 3rd Street South to 4th Street South, along 4th Street South from 6th Avenue South to 7th Avenue South, and along 7th Avenue South from 4th Street South to 3rd Street South (see map in attached Project Summary Sheet).

The project corridor is located in the Public Right of Way, and identified as a high priority route, due to the proximity of the park. The ADA ramp replacement schedule established in the Transition Plan is being adhered to and fulfilled as outlined.

Project Work Scope:

See attached Project Summary Sheet.

Final Payment:

The final project cost is \$838,150.00 which is the original award amount.

Conclusion:

City Staff recommends making the final payment of \$54,527.30. This comprises of \$53,982.02 to United Materials of Great Falls, Inc., and \$545.28 to the State Miscellaneous Tax Fund. City Staff verified that United Materials of Great Falls, Inc. has completed all work and punch list items in accordance with the plans and the contract. The two-year warranty period started at the time of substantial completion, which was April 30, 2025.

Fiscal Impact:

Funding for this project is through the Community Development Block Grant program (\$637,210.00), Street Capital Funds (\$106,009.00), and Storm Capital Funds (\$94,931.00).

Alternatives:

The City Commission could vote to reject final pay and instruct City staff to provide the contractor with a written statement detailing the reason for the disapproval. Failure to provide a valid reason for disapproval could potentially result in the City of Great Falls violating the twenty-one-day prompt payment window specified in the agreement.

Attachments/Exhibits:

Final Pay Documents
Project Summary Sheet

To: City of Great Falls (OWNER)
 From: United Materials of Great Falls, Inc. (CONTRACTOR)
 Contract: CDBG Sidewalk, Carter Park O.F. 1806.0
 Project: CDBG Sidewalk, Carter Park
 OWNER's Contract No. 1806.0 ENGINEER's Project No. PW342303/ CD012403
 For Work accomplished through the date of: April 30, 2025

1.	Original Contract Price:	\$	<u>838,150.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>838,150.00</u>
4.	Total completed \$838,150.00 and stored () to date:	\$	<u>838,150.00</u>
5.	Retainage (per Agreement):		
	<u>0</u> % of Completed Work: \$ <u>0.00</u>		
	<u>0</u> % of stored material: \$ _____		
	Total Retainage:	\$	<u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>838,150.00</u>
7.	Less previous Applications for Payments:	\$	<u>783,622.70</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>54,527.30</u>
9.	Less 1% State Gross Receipts Tax:	\$	<u>545.27 545.28</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$	<u>53,982.03 53,982.02</u>

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated 4-30-2025 United Materials of Great Falls, Inc.
CONTRACTOR

By: CONTRACTOR


Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ City of Great Falls
ENGINEER

By: **Amanda Brownlee** **ENGINEER**
Digitally signed by Amanda Brownlee
DN: C=US, E=a.brownlee@greatfallsmnt.net, O=City of
Great Falls, OU=Engineering, CN=Amanda Brownlee
Reason: I am approving this document
Date: 2025.04.30 11:19:50-06'00'

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

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

		PROJECT : CDBG Sidewalk - Carter Park																
		CONTRACT # OF 1806.0																
		U.M. JOB # 24050																
		WEEKLY QUANTITIES																
ITEM #	DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE	EST AMOUNT	MON 4/7/2025	TUES 4/8/2025	WED 4/9/2025	THURS 4/10/2025	FRI 4/11/2025	SAT 4/12/2025	WEEKLY TOTAL	TOTAL QUANTITY	WEEKLY AMOUNT	TOTAL AMOUNT	QUANTITY REMAINING	AMOUNT REMAINING	PERCENT COMPLETE
101	MOBILIZATION	1.00	LS	\$39,000.00	\$39,000.00							0.00	1.00	\$0.00	\$39,000.00	0.00	\$0.00	100.0%
102	TRAFFIC CONTROL	1.00	LS	\$31,000.00	\$31,000.00							0.00	1.00	\$0.00	\$31,000.00	0.00	\$0.00	100.0%
103	CONCRETE CURB AND GUTTER	2,600.00	LF	\$69.00	\$179,400.00							0.00	2492.00	\$0.00	\$171,948.00	108.00	\$7,452.00	95.8%
104	4" CONCRETE SIDEWALK	12,000.00	SF	\$19.50	\$234,000.00							0.00	12573.00	\$0.00	\$245,173.50	-573.00	-\$11,173.50	104.8%
105	6" REINFORCED CONCRETE	2,000.00	SF	\$29.00	\$58,000.00							0.00	2735.00	\$0.00	\$79,315.00	-735.00	-\$21,315.00	136.8%
106	TRUNCATED DOMES	28.00	EACH	\$450.00	\$12,600.00							0.00	28.00	\$0.00	\$12,600.00	0.00	\$0.00	100.0%
107	SOD	8,600.00	SF	\$5.25	\$45,150.00					7340.00		7340.00	12574.00	\$38,535.00	\$66,013.50	-3974.00	-\$20,863.50	146.2%
108	IRRIGATION MOVE AND RESET	1.00	LS	\$24,900.00	\$24,900.00							0.00	1.00	\$0.00	\$24,900.00	0.00	\$0.00	100.0%
109	TYPE 1 CURB INLET WITH CONCRETE APRON	10.00	EACH	\$15,500.00	\$155,000.00							0.00	10.00	\$0.00	\$155,000.00	0.00	\$0.00	100.0%
110	REMOVE CURB INLET WITH CONCRETE APRON	1.00	EACH	\$1,100.00	\$1,100.00							0.00	1.00	\$0.00	\$1,100.00	0.00	\$0.00	100.0%
111	MISC WORK	58,000.00	UNIT	\$1.00	\$58,000.00							0.00	12100.00	\$0.00	\$12,100.00	45900.00	\$45,900.00	20.9%
TOTAL					\$838,150.00								TOTALS	38,535.00	\$838,150.00		\$0.00	100.0%
PERCENT COMPLETE					100.00%													

PROJECT SUMMARY SHEET:**CDBG Sidewalk, O.F. 1806.0****Current as of: April 30, 2025**

Description: Sidewalk, curb and gutter around Carter Park does not meet City and ADA standards, the corners also do not have ADA compliant curb ramps.

Justification: As part of the ADA Transition plan the City applies and utilizes CDBG Funding for areas considered low to moderate income to update large stretches of sidewalk and curb ramps.

Scope: 2,750 sq ft of sidewalk, 14 new ADA compliant corners, 10 new storm inlets, 1 ADA Compliant alley apron.

Added to CIP: Not part of CIP

CIP Timeline: Not part of CIP

Cost:

- CIP programmed cost/FY: Not within current CIP
- To be Awarded Cost: \$838,150.00
- Final Cost: \$838,150.00

Funding Source(s): CDBG Funds

Planned Execution Method: Design-Bid-Build

Planned Construction CY: Summer 2024

Current Project Stage (Estimated Completion Date): Planning (Fall 2023), Design (Winter 2023/2024), Construction (Summer 2024/Spring 2025), Warranty (Spring 2027)

- Design Method: In-House
- Contractor: United Materials of Great Falls

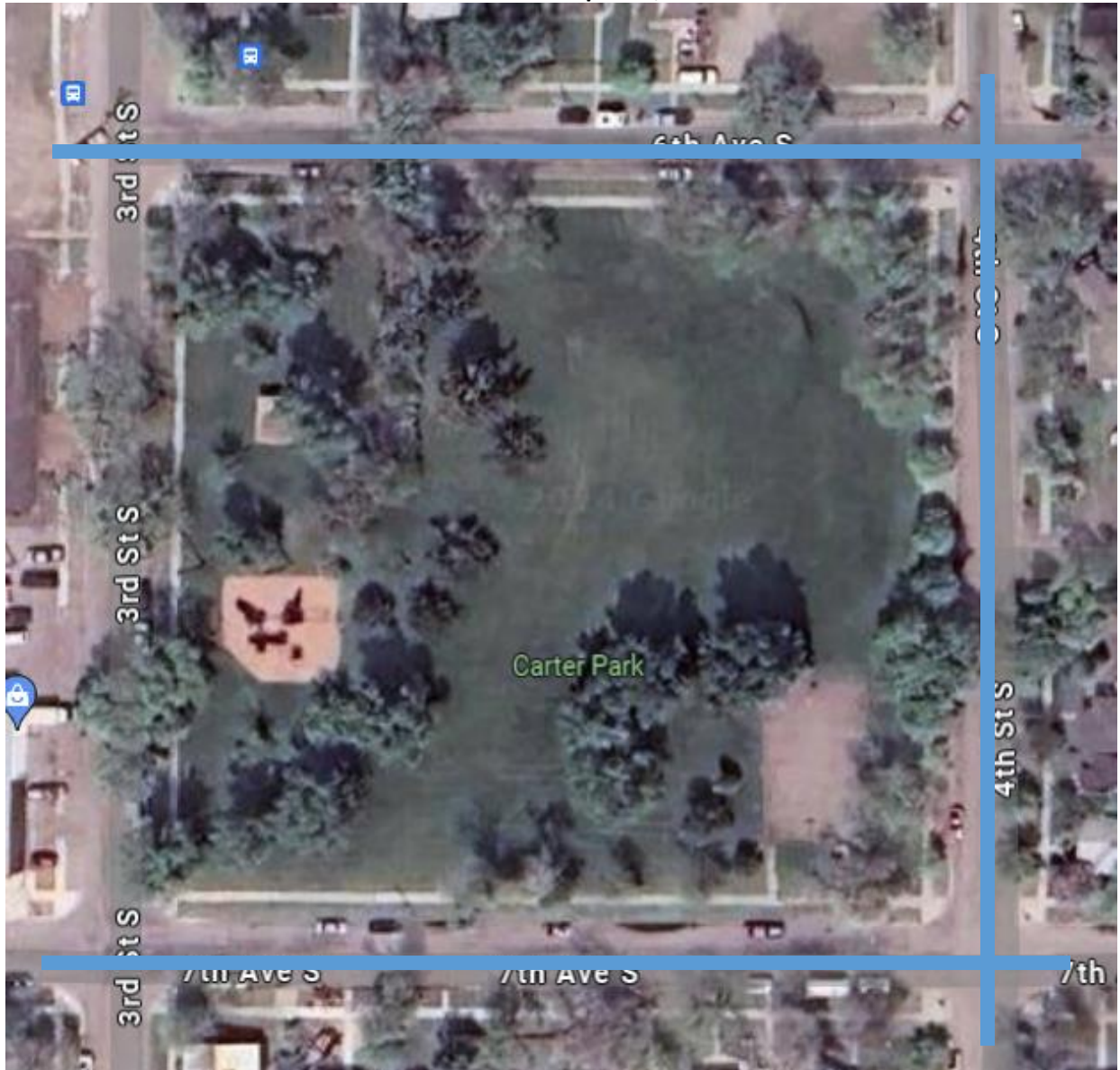
Map & Site Pictures:

Before NW Corner of 7th Ave S/4th St S



Before NW Corner of 4th Ave S/6 St S

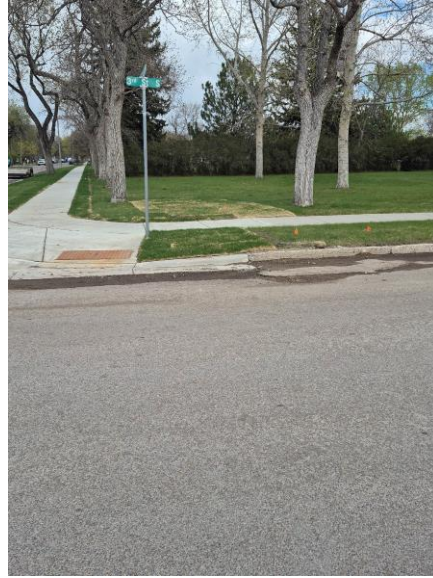
PROJECT SUMMARY SHEET:
CDBG Sidewalk, O.F. 1806.0
Current as of: April 30, 2025



PROJECT SUMMARY SHEET:
CDBG Sidewalk, O.F. 1806.0
Current as of: April 30, 2025



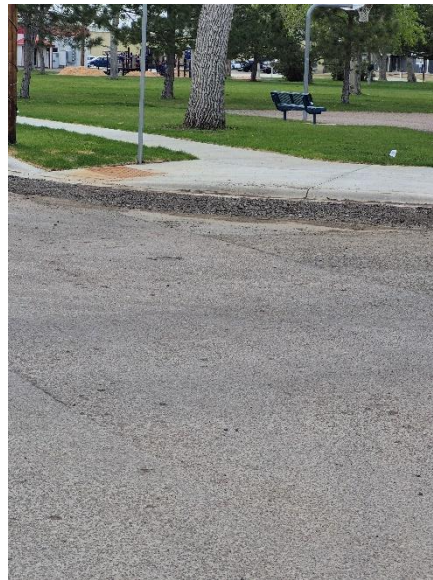
Final product winter 2024 6th St S



*Final product spring 2025 Park side 6th Ave
S/3rd St S*



*Final product spring 2025 Park side 6th Ave
S/3rd St S*



*Final product spring 2025 Park side 7th Ave
S/4rd St S*



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Final Pay: 7th Ave NW Street Reconstruction, 11th Street NW to 12th Street NW, O.F. 1806.3

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Approve Final Pay Request

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Final Payment for 7th Ave NW Street Reconstruction, 11th Street NW to 12th Street NW, in the amount of \$192,339.23 to United Materials of Great Falls, Inc., and \$1,942.82 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

Staff Recommendation: Approve the Final Payment of \$194,282.05. This comprises of \$192,339.23 to United Materials of Great Falls, Inc., and \$1,942.82 to the State Miscellaneous Tax Fund.

Summary:

This project improved pedestrian traffic and accommodates Americans with Disabilities Act (ADA) federally mandated criteria. Any patrons that use the public right of way along 7th Ave NW will benefit from the project. The ADA improvements support the connectivity of the pedestrian route system in the area by providing an ADA compliant pedestrian corridor along 7th Ave NW, which is the Northwest Great Falls Transit Bus Route.

Background:

Citizen Participation:

This low to moderate income area was identified as a location in need of ADA compliant sidewalks and pedestrian ramps as well as a street reconstruction. The construction activity required closing 7th Ave NW from the intersections of 11th Street NW to 12th Street NW. Access to residences adjacent to the construction zones was maintained through the alleys.

Workload Impacts:

Design phase engineering and plans and specifications were completed by Stahly Engineering and Associates. Stahly Engineering and Associates provided construction phase engineering services and City Engineering staff provided project inspection.

Purpose:

This project provides an ADA compliant route of travel to connect citizens to each other and larger arterial routes for travel to various public and private amenities. These routes improve the functional and aesthetic properties of the area and connect all citizens while providing a means of independence to the young and old and those with disabilities in the area. The project provides ADA compliant routes by installing curb ramps and sidewalk from the intersection at 7th Ave NW and 11th St NW to just before the intersection of 7th Ave NW and 12th St NW, which was replaced in a previous phase, and it also reconstructs the street. The project corridor is located in the Public Right of Way, and was identified as an area eligible to receive Community Development Block Grant (CDBG) funding.

Project Work Scope:

See attached Project Summary Sheet.

Final Payment:

The final project cost is \$545,061.00 which is \$24,751.50 less than the original award of \$569,812.50. A majority of the cost savings is due to great collaboration between staff and the contractor and the lack of Type II bedding being needed, leading to an efficient and fiscally responsible project.

Conclusion:

City Staff recommends making the final payment of \$194,282.05. This comprises of \$192,339.23 to United Materials of Great Falls, Inc., and \$1,942.82 to the State Miscellaneous Tax Fund. City Staff verified that United Materials of Great Falls, Inc. has completed all work and punch list items in accordance with the plans and the contract. The two-year warranty period started at the time of substantial completion, which was April 30, 2025.

Fiscal Impact:

Funding for this project is through the Community Development Block Grant program.

Alternatives:

The City Commission could vote to reject final pay and instruct City staff to provide the contractor with a written statement detailing the reason for the disapproval. Failure to provide a valid reason for disapproval could potentially result in the City of Great Falls violating the twenty-one-day prompt payment window specified in the agreement.

Attachments/Exhibits:

Final Pay Documents
Project Summary Sheet

APPLICATION FOR PAYMENT NO. TWO FINAL

To: City of Great Falls (OWNER)
 From: United Materials of Great Falls, Inc. (CONTRACTOR)
 Contract: 7th Ave NW Road Reconstruction, 11th Street NW – 12th Street NW O.F. 1806.3
 Project: 7th Ave NW Road Reconstruction, 11th Street NW – 12th Street NW
 OWNER's Contract No. 1806.3 ENGINEER's Project No. CD012501\PW342503
 For Work accomplished through the date of: April 30, 2025

1.	Original Contract Price:	\$	<u>569,812.50</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>569,812.50</u>
4.	Total completed \$ <u>545,061.00</u> and stored () to date:	\$	<u>545,061.00</u>
5.	Retainage (per Agreement):		
	<u>0</u> % of Completed Work: \$ <u>0.00</u>		
	<u>0</u> % of stored material: \$ _____		
	Total Retainage:	\$	<u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>545,061.00</u>
7.	Less previous Applications for Payments:	\$	<u>350,778.95</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>194,282.05</u>
9.	Less 1% State Gross Receipts Tax:	\$	<u>1,942.82</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$	<u>192,339.23</u>

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated 4-30-2025 United Materials of Great Falls, Inc.
 CONTRACTOR

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ City of Great Falls
 ENGINEER
 By: Amanda Brownlee
Digitally signed by Amanda Brownlee
 DN: C=US, E=abrownlee@greatfallsmt.net, O=City of Great Falls, OU=Engineering, CN=Amanda Brownlee
 Reason: I am approving this document
 Date: 2025.05.01 11:08:37 -06'00'

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

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

		PROJECT : 7TH AVE NW - 11TH ST TO 12TH ST																	
		CONTRACT # OF 1806.3																	
		U.M. JOB # 25017																	
		WEEKLY QUANTITIES																	
ITEM		EST.		UNIT	EST	MON	TUES	WED	THURS	FRI	SAT	WEEKLY	TOTAL	WEEKLY	TOTAL	QUANTITY	AMOUNT	PERCENT	
#	DESCRIPTION	QUANTITY	UNITS	PRICE	AMOUNT	4/28/2025	4/29/2025	4/30/2025	5/1/2025	5/2/2025	5/3/2025	TOTAL	QUANTITY	AMOUNT	AMOUNT	REMAINING	REMAINING	COMPLETE	
101	MOBILIZATION	1.00	LS	\$26,300.00	\$26,300.00	0.25						0.25	1.00	\$6,575.00	\$26,300.00	0.00	\$0.00	100.0%	
102	TRAFFIC CONTROL	1.00	LS	\$9,000.00	\$9,000.00	0.25						0.25	1.00	\$2,250.00	\$9,000.00	0.00	\$0.00	100.0%	
103	SITE CLEARING AND DEMOLITION	1.00	LS	\$135,600.00	\$135,600.00							0.00	1.00	\$0.00	\$135,600.00	0.00	\$0.00	100.0%	
104	3" MINUS BASE COURSE (12")	2,200.00	SY	\$23.00	\$50,600.00							0.00	2120.00	\$0.00	\$48,760.00	80.00	\$1,840.00	96.4%	
105	1 1/2" MINUS BASE COURSE (12")	1,925.00	SY	\$24.00	\$46,200.00							0.00	2120.00	\$0.00	\$50,880.00	-195.00	-\$4,680.00	110.1%	
106	GEOTEXTILE FABRIC	5,150.00	SY	\$3.00	\$15,450.00							0.00	5090.00	\$0.00	\$15,270.00	60.00	\$180.00	98.8%	
107	VALVE BOX ADJUSTMENT	14.00	EACH	\$500.00	\$7,000.00	9.00						9.00	9.00	\$4,500.00	\$4,500.00	5.00	\$2,500.00	64.3%	
108	MONUMENT REMOVE AND RESET	1.00	EACH	\$2,800.00	\$2,800.00	1.00						1.00	1.00	\$2,800.00	\$2,800.00	0.00	\$0.00	100.0%	
109	CURB AND GUTTER	980.00	LF	\$42.00	\$41,160.00							0.00	1044.00	\$0.00	\$43,848.00	-64.00	-\$2,688.00	106.5%	
110	TRUNCATED DOMES	8.00	EACH	\$300.00	\$2,400.00	8.00						8.00	8.00	\$2,400.00	\$2,400.00	0.00	\$0.00	100.0%	
111	4" CONCRETE SIDEWALK	5,275.00	SF	\$12.00	\$63,300.00	1567.00	-265.00					1302.00	3992.00	\$15,624.00	\$47,904.00	1283.00	\$15,396.00	75.7%	
112	6" REINFORCED CONCRETE SIDEWALK	540.00	SF	\$20.50	\$11,070.00	600.00	205.00					805.00	805.00	\$16,502.50	\$16,502.50	-265.00	-\$5,432.50	149.1%	
113	6" REINFORCED CONCRETE DRIVE PAD	1,015.00	SF	\$20.50	\$20,807.50	743.00	508.00					1251.00	1881.00	\$25,645.50	\$38,560.50	-866.00	-\$17,753.00	185.3%	
114	SOD DISTURBED AREAS	1.00	LS	\$14,400.00	\$14,400.00							0.00	1.00	\$0.00	\$14,400.00	0.00	\$0.00	100.0%	
115	LANDSCAPE RESTORATION, MAILBOX MOVE AND RESET	1.00	LS	\$8,200.00	\$8,200.00	1.00						1.00	1.00	\$8,200.00	\$8,200.00	0.00	\$0.00	100.0%	
116	LANDSCAPING WALLS	25.00	LF	\$113.00	\$2,825.00	42.00						42.00	42.00	\$4,746.00	\$4,746.00	-17.00	-\$1,921.00	168.0%	
117	EROSION PROTECTION	1.00	LS	\$5,100.00	\$5,100.00	0.25						0.25	1.00	\$1,275.00	\$5,100.00	0.00	\$0.00	100.0%	
118	4" AC PAVEMENT	1,920.00	SY	\$30.00	\$57,600.00	1977.00						1977.00	1977.00	\$59,310.00	\$59,310.00	-57.00	-\$1,710.00	103.0%	
119	SCHEDULE COMPLETION INCENTIVE	1.00	LS	\$10,000.00	\$10,000.00	1.00						1.00	1.00	\$10,000.00	\$10,000.00	0.00	\$0.00	100.0%	
120	MISC WORK	40,000.00	EACH	\$1.00	\$40,000.00							0.00	980.00	\$0.00	\$980.00	39020.00	\$39,020.00	2.5%	

PROJECT SUMMARY SHEET:
7th Ave NW Street Reconstruction 1100 Block, O.F. 1806.3
Not Part of CIP, CDBG Program – FY 2025
Current as of: May 1, 2025

Description: 7th Ave NW from 11th St NW and 12th St NW, 1 new intersection with ADA compliant pedestrian ramps, one full block of ADA compliant sidewalk, and one full block of street reconstruction. Continuing the street and sidewalk work from 2024 between 12th St NW and 14th St NW.

Justification: This block does not have sidewalk for full length; intersection of 11th St NW and 7th Ave NW is not ADA compliant; road has settled in areas, not allowing storm water to flow to the inlets. New road base will be completed with this project. The road was at the end of its useful life and would need to be repaired in the future. Any street with a Pavement Condition Index below a 40 out of 100 is a candidate for a reconstruction. The Pavement Condition Index of this block is 31 out of 100, necessitating a full street reconstruction.

Scope: Install ~ 1,000 Lineal Feet of integral concrete curb and gutter; 5,000 Square Feet of four (4)-inch concrete sidewalk; 1,500 Square Feet of six (6)-inch reinforced concrete; 8 truncated domes, and 1 block of new road.

Added to CIP: N/A (this is a CDBG project).

CIP Timeline: On track (Construction scheduled for March/April 2025)

Cost:

- Awarded Cost: \$569,812.50
- Final Construction Cost: \$545,061.00

Funding Source(s): CDBG

PW/Streets: \$66,500 for design.

Planned Execution Method: Design-Bid-Build

Planned Construction CY: March/April 2025

Current Project Stage (Estimated Completion Date): Planning (Winter 2024/2025), Design (December 2024/January 2025), Bid (January 19, 2025), Commission Decision (February 18, 2025), Construction (To be Completed April 2025), Punchlist (5/1/2025), Warranty (5/1/2027)

- Design Method: Consultant

Map & Site Pictures:



Before Mid block 7th Ave NW facing towards 11th St NW

PROJECT SUMMARY SHEET:
7th Ave NW Street Reconstruction 1100 Block, O.F. 1806.3
Not Part of CIP, CDBG Program – FY 2025
Current as of: May 1, 2025



Before 7th Ave NW at 11th St NW facing west



Project location

PROJECT SUMMARY SHEET:
7th Ave NW Street Reconstruction 1100 Block, O.F. 1806.3
Not Part of CIP, CDBG Program – FY 2025
Current as of: May 1, 2025



New sidewalk and road surface from Phase 1, 7th Ave NW at 12th St NW

PROJECT SUMMARY SHEET:
7th Ave NW Street Reconstruction 1100 Block, O.F. 1806.3
Not Part of CIP, CDBG Program – FY 2025
Current as of: May 1, 2025



New sidewalk and road surface from Phase 1, 7th Ave NW at 12th St NW

PROJECT SUMMARY SHEET:
7th Ave NW Street Reconstruction 1100 Block, O.F. 1806.3
Not Part of CIP, CDBG Program – FY 2025
Current as of: May 1, 2025



Final product 11th Ave NW facing west

PROJECT SUMMARY SHEET:
7th Ave NW Street Reconstruction 1100 Block, O.F. 1806.3
Not Part of CIP, CDBG Program – FY 2025
Current as of: May 1, 2025



7th Ave NW at 12th St NW facing east final install



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Final Payment: Great Falls Animal Shelter Remodel, OF # 1831.0

From: Finance Department

Initiated By: Finance Department, Animal Shelter

Presented By: Sylvia Tarman, Project Manager

Action Requested: Approve Final Payments

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Final Payment for the Great Falls Animal Shelter Remodel Project, in the amount of \$7,397.20 to A&R Construction, and \$74.72 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments.”

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

Staff Recommendation:

Staff recommends that the City Commission approve Final Payment for the Great Falls Animal Shelter Remodel Project.

Summary:

The Montana State Legislature enacted the State-Local Infrastructure Partnership Act of 2023 (“SLIPA”) through House Bill 355. This act authorized a \$20 million allocation to the Montana Department of Commerce (Commerce) to be distributed to local governments via formula. The Great Falls Animal Shelter Remodel Project was approved by the commission as part of the list of other SLIPA projects on March 5, 2024. The project went out to bid for construction contracts in November 2024, and a construction contract was awarded to A&R Construction at the December 3, 2024 commission meeting.

Construction at the Animal Shelter began on February 3rd and continued through the end of April. While a few issues were identified during construction, the work progressed well and staff is happy with the outcome. Punch list items have been completed and O&M materials have been provided to the City. We are now in the warranty period.

City staff recommends approval of the Final Payment. Substantial Completion has been issued as of May 2, 2025 and City staff has verified that punch list items have been completed.

Fiscal Impact

This project was awarded with State-Local Infrastructure Partnership Act (SLIPA) Funds, as well as the Animal Shelter's H.U.G. funds. The Final Payment of \$7,397.20 to A&R Construction, and \$74.72 to the State Miscellaneous Tax Fund will complete payment of the contract amount.

Alternatives:

The City Commission could vote to deny approval of the Final Payment and request staff to further investigate if the project is ready for final payment. This action would result in further delaying payment to the contractor.

Concurrences:

This action is supported by the staff of the Finance & Animal Shelter Departments.

Attachments/Exhibits:

Pay App #5

Certificate of Substantial Completion

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Great Falls
PO Box 5021
Great Falls, MT 59403

PROJECT: Replacement
Great Falls Animal
Shelter- Interior Remodel
& Floor Drain

FROM CONTRACTOR: A&R Construction, LLC
PO Box 7247
Great Falls, MT 59406

IA ARCHITECT: LPW Architecture
15 5th St. S Great Falls, MT 59401

APPLICATION NO: 5

PERIOD FROM: 4/6/2025

PERIOD TO: 5/5/2025

PROJECT NOS:

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ENGINEER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACT FOR: Great Falls Animal Shelter Interior Remodel and Floor Drain

CONTRACT DATE: 12/6/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	129,688.35
2. Net change by Change Orders	\$	19,750.05
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	149,438.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	149,438.40
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	-
b. 5 % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	149,438.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	141,966.48
8. Total before GRT		7,471.92
9. 1 % Gross Receipt Tax (GRT)	\$	74.72
10. CURRENT PAYMENT DUE	\$	7,397.20
11. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR: A&R Construction, LLC

By: Adrain Jones Date: 5/8/2025

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

7397.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date: 5-9-25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$23,119.65	\$3,232.75
Total approved this Month		
TOTALS		\$3,232.75
NET CHANGES by Change Order		(\$3,232.75)

CONTINUATION SHEET

DOCUMENT G703

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 4/6/2025
PERIOD TO: 5/5/2025

A Cost Code	B DESCRIPTION OF WORK	C SCHEDULED VALUE	C.1 CHANGE ORDER VALUE	C.2 CURRENT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%	J CURRENT PAYMENT DUE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)			
1002	Supervisoir/project management	\$4,091.45		\$4,091.45	\$4,091.45	\$0.00	\$0.00	\$4,091.45	100%	\$0.00	\$204.57	\$0.00
1004	Dust Control	\$2,250.00		\$2,250.00	\$2,250.00	\$0.00	\$0.00	\$2,250.00	100%	\$0.00	\$112.50	\$0.00
1013	Toilets	\$240.00		\$240.00	\$240.00	\$0.00	\$0.00	\$240.00	100%	\$0.00	\$12.00	\$0.00
1014	Dumpsters	\$600.00		\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100%	\$0.00	\$30.00	\$0.00
1017	Insurance	\$4,351.00		\$4,351.00	\$4,351.00	\$0.00	\$0.00	\$4,351.00	100%	\$0.00	\$217.55	\$0.00
1018	Building permits	\$1,202.00		\$1,202.00	\$1,202.00	\$0.00	\$0.00	\$1,202.00	100%	\$0.00	\$60.10	\$0.00
1019	GRT	\$1,297.00		\$1,297.00	\$1,297.00	\$0.00	\$0.00	\$1,297.00	100%	\$0.00	\$64.85	\$0.00
32011	Concrete	\$16,387.65		\$16,387.65	\$16,387.65	\$0.00	\$0.00	\$16,387.65	100%	\$0.00	\$819.38	\$0.00
6006	Finish carpentry	\$2,470.00		\$2,470.00	\$2,470.00	\$0.00	\$0.00	\$2,470.00	100%	\$0.00	\$123.50	\$0.00
8001	Metal Doors & Frames	\$9,282.50		\$9,282.50	\$9,282.50	\$0.00	\$0.00	\$9,282.50	100%	\$0.00	\$464.13	\$0.00
9010	Interior Painting	\$54,470.90		\$54,470.90	\$54,470.90	\$0.00	\$0.00	\$54,470.90	100%	\$0.00	\$2,723.55	\$0.00
220003	Plumbing	\$29,133.50	\$5,415.40	\$34,548.90	\$34,548.90	\$0.00	\$0.00	\$34,548.90	100%	\$0.00	\$1,727.45	\$0.00
	Electrical		\$12,867.65	\$12,867.65	\$12,867.65	\$0.00	\$0.00	\$12,867.65	100%	\$0.00	\$643.38	\$0.00
	Move Sink		\$450.00	\$450.00	\$450.00	\$0.00	\$0.00	\$450.00	100%	\$0.00	\$22.50	\$0.00
	Misc time and materials		\$1,017.00	\$1,017.00	\$1,017.00	\$0.00	\$0.00	\$1,017.00	100%	\$0.00	\$50.85	\$0.00
	5% Contingency Allowance	\$3,912.35		\$3,912.35	\$3,912.35	\$0.00	\$0.00	\$3,912.35	100%	\$0.00	\$195.62	\$0.00
	CO #1- Plumbing (\$1,380)		\$1,380.00									
	CO #2- Electrical (\$2,532.35)		\$2,532.35									
	GRAND TOTALS	\$129,688.35	\$19,750.05	\$149,438.40	\$149,438.40	\$0.00	\$0.00	\$149,438.40		\$0.00	\$7,471.92	\$0.00

1001	Supervision	WKS			0
1002	Project Management	WKS	4,091	1	4,091
1003	Material Handling	WKS			0
1004	Dust Control	LS	2,250	1	2,250
1005	Transportation	WKS			0
1006	Communications	WKS			0
1007	Safety and Barricades	WKS			0
1008	Surveying	LS			0
1009	Daily Clean	LS			0
1010	Temp Facilities	LS			0
1011	Temporary Labor	LS			0
1012	As Built & O&M	LS			0
1013	Toilets	LS	240	1	240
1014	Dumpsters	LS	600	1	600
1015	Rental & Small Tools	LS			0
1016	Final Clean	LS			0
1017	Insurance	LS	4,351	1	4,351
1018	Building Permit Fee	LS	1,202	1	1,202
1019	Sales & Use Taxes / Freight	LS	1,297	1	1,297
1020	Contingency	LS	3,912	1	3,912
1021	GC Overhead	0%			0
1022	GC Profit	0%			0
					17,943
Site Demolition					
2001	Building Demolition	LS			0
2002	Underground Tank / Hazmat	LS			0
					0
Earthwork					
31000	Erosion & Sediment Control	MO			0
31001	Site Clearing	SF			0
31002	Excavation & Fill	SF			0
31003	Soil Stabilization	CY			0
31004	Building Demolition	LS			0
31005	Shoring / Support & Protection	LS			0
31006	Import Fill	CY			0
31007	Export	CY			0
31008	Topsoil	CY			0
31009	Soil Correction	CY			0
					0
Exterior Improvements					
32000	Asphalt Paving	LS			0
32001	Seal Coat	LS			0
32002	Concrete Pads & Walks	LS			0
32003	Curb & Gutters	LS			0

32004	Sidewalks	LS			0
32005	Retaining Walls & Fencing	LS			0
32006	Site Improvements & Furnish	LS			0
32007	Landscaping & Irrigation	LS			0
32008	Site Signage	LS			0
32009	Pavement Markings	EA			0
32010	Site Lighting	EA			0
32011	Misc. & General Sitework	LS	16,388	1	15,324
					15,324
Utilities					
33000	Fire Lines & Hydrants	LS			0
33001	Domestic Water Supply	LS			0
33002	Foundation Drainage Piping	LS			0
33003	Sanitary Sewer Structures &	LS			0
33004	Storm Drainage Structures &	LS			0
33005	Sanitary Sewer	LF			0
33006	Electrical Utilities	LF			0
33007	Communication Utilities	LF			0
33008	Gas Service	LF			0
					0
Off-Site & Other R.O.W. Work					
34001	Transit Shelter	LS			0
34002	Offsite Utility Improvements	LS			0
34003	Roadway Improvements	LS			0
34004	Sidewalk / C&G ROW Improv	LS			0
34005	ROW Landscaping / Irrigatio	LS			0
34006	Street Lighting	LS			0
34007	Traffic Signal	LS			0
34008	Other Offsite Sitework	LS			0
					0
					15,324
Building Concrete					
3001	Concrete Cutting & Boring	LF			0
3002	Piles / Caissons & Grade Be	LS			0
3003	Void Form	LS			0
3004	Slab on Grade	LS			0
3005	Poured in Place Walls	LF			0
3006	Column Footings	LS			0
					0
Masonry					
4001	Brick Veneer	LS			0
4002	Stone Veneer	LS			0
4003	Precast Concrete	LS			0
					0

Metals					
5001	Structural Steel Fabrication	TON			0
5002	Joist and Deck Material	LS			0
5003	Steel Erection	LS			0
5004	Metal Stairs / Ladders	LS			0
5005	Exterior Railings	LS			0
5006	Canopies and Trellis	TON			0
					0
Wood & Plastics					
6001	Rough Carpentry	LS			0
6002	Wood Decking	LS			0
6003	Sheathing	LS			0
6004	Shop Fabricated Structural V	LS			0
6005	Blocking / Backing	LS			0
6006	Finish Carpentry	LS	2,470	1	2,470
6007	Misc. Materials	LS			0
					2,470
Therm & Moisture Protection					
7001	Vapor Retarders / Waterpro	SF			0
7002	Caulking / Sealants	LS			0
7003	Rigid Insulation	LS			0
7004	Batt Insulation	LS			0
7005	EIFS / Stucco System	LS			0
7006	Siding	LS			0
7007	Roof Tiles / Shingles / Stand	LS			0
7008	Membrane Roof System	LS			0
7009	Roof Specialties / Copings /	LS			0
7010	Firestopping	SF			0
					0
Openings					
8001	Metal Doors & Frames	LS	9,283	1	9,283
8002	Wood Doors	EA			0
8003	Automatic Doors	EA			0
8004	Overhead Doors	LS			0
8005	Door Hardware	EA			0
8006	Aluminum Storefront	LS			0
8007	Skylights	EA			0
8008	Louvers & Vents	EA			0
					9,283
Finishes					
9001	Metal Furring	LS			0
9002	Metal Stud Framing	LS			0
9003	Drywall	SF			0
9004	Acoustical Ceilings	SF			0
9005	Ceramic / Stone Tile	SF			0

9006	Sheet Vinyl / VCT Flooring	SF			0
9007	Epoxy / Sealed Flooring	SF			0
9008	Carpeting	SF			0
9009	FRP	SF			0
9010	Interior Painting	SF	54,471	1	54,471
9011	Exterior Painting	LS			0
					54,471
Specialties					
10001	Interior Signage	EA			0
10002	Toilet Accessories	LS			0
10003	Corner Guards	LS			0
10004	Shelving	LS			0
					0
Equipment					
11001	Loading Dock Equipment	LS			0
11002	Appliances	LS			0
					0
Furnishings					
12001	Window Treatments	LS			0
12002	Casework	LS			0
12003	Furniture & Seating	LS			0
					0
Special Construction					
13001	Special Construction	LS			0
					0
Conveying Equipment					
14001	Elevators / Escalators / Lifts	LS			0
					0
Fire Suppression					
21001	Fire Sprinkler System	LS			0
21001	Fire Pumps	LS			0
					0
Plumbing					
22001	Domestic Water Piping	LS			0
22002	Facility Sanitary Sewerage	LS			0
22003	Plumbing Equipment	LS	29,134	1	29,134
22004	Plumbing Fixtures	LS			0
22005	Grease/ Oil Interceptor	EA			0
					34,548
HVAC					
23001	HVAC Commissioning	EA			0
23002	HVAC Controls	LS			0
23003	HVAC Ductwork & Chases	LS			0
23004	Rooftop Units & Equipment	LS			0
23005	HVAC Accessories	EA			0

				0
Electrical				
26001	Lighting Controls	LS		0
26002	Electrical Distribution	LS	15,400	15,400
26003	Service to Panels	LS		0
26004	Switchgear	LS		0
26005	Interior Lighting	LS		0
26006	Exterior & Site Lighting	LS		0
26007	Fire Alarm	LS		0
26008	Data & Communications	LS		0
				15,400
				149,439

Certificate of Substantial Completion

Owner: City of Great Falls **Project Name:** Animal Shelter Renovations
Architect: LPW Architecture **Project Number:** OF 1831.0
Contractor
 : A&R Construction
Date of Substantial Completion: May 2, 2025

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Architect, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion.

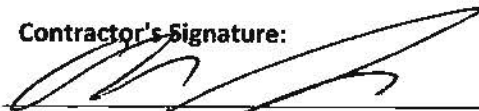
A Punch List of items to be completed or corrected prior to Final Completion has been prepared and attached hereto as Exhibit A. This list may not be all-inclusive, and failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Responsibilities after Substantial Completion:

1. The Owner shall have access to and use of the work.
2. The Contractor shall have completed all work and corrected all deficiencies listed in the Punch List.
3. The Contractor shall provide the Owner with any required Operation and Maintenance Manuals, as specified in the Contract Documents.
4. The Contractor shall provide the Owner with record drawings and as-built drawings, as specified in the Contract Documents.

The Contractor acknowledges that this Certificate of Substantial Completion is not a waiver or release of any of its rights or obligations under the Contract Documents. All provisions of the Contract Documents, including warranty obligations, shall remain in full force and effect.

Contractor's Signature:



Adrian Jones, A&R Construction



Date

Architect's Signature:



Charlie Langford, LPW Architecture

5-2-2025

Date

Owner's Acceptance:

1

5/2/2025

Sylvia Tarman, City of Great Falls

Date



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: One New Tandem Axle Dump Truck

From: Doug Alm, Vehicle Maintenance Manager

Initiated By: Public Works Department

Presented By: Christoff T. Gaub, Public Works Director

Action Requested: Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of one new Peterbilt 548 tandem axle dump truck from Jackson Group Peterbilt of Missoula, through Sourcewell, for a total of \$184,631.00.”

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

Staff Recommendation: Approve purchase.

Background:

Purpose

The tandem axle dump truck requested would be used by the Utilities Division both as a dump truck and tow unit to transport equipment. This vehicle purchase would replace the City's Unit #629, a 2013 Kenworth T370, VIN #2NKHLN9X4DM365912, with 127,353 miles (9563 hrs), to be traded in for the value of \$35,000, which compares with fair market values.

Evaluation and Selection Process

The recommended purchase and installation will be procured through the City's membership in Sourcewell, which is a governmental purchasing service cooperative based in Minnesota. The City secures memberships in governmental cooperative purchasing entities under §§ 18-4-124 and 18-4-401 *et seq.*, MCA and those memberships allow it to access a wide range of products and services from competitively solicited bids and proposals from various vendors. The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures. Ultimately, they can enter into contracts directly with the cooperative's contracted vendors to purchase the products and services offered through the cooperative purchasing structure. In this particular case, the City is accessing a Sourcewell contract #32824 for a tandem axle dump truck with Jackson Group Peterbilt of Missoula.

Conclusion

The bid specifications from Sourcewell meet specifications for the tandem axle dump truck.

Fiscal Impact: Funds for this scheduled purchase from the ERS (Equipment Revolving Schedule) were provided in the FY 2025 Central Garage Budget.

Alternatives: The City Commission could vote to reject the purchase of this new dump truck. Rejecting this purchase would have a significant negative effect on the City's ability to service water and sewer customers in a timely manner. This would also lead to extended downtime and increased maintenance costs of the current unit and slow the Utilities Division's ability to perform routine services and emergency repairs. Postponing this purchase would also have a negative ripple effect on the division's ERS, impacting future purchases.

Attachments/Exhibits:

Peterbilt Dealer Quote/Invoice – Jackson Group Peterbilt of Missoula
Supporting documents – pricing and discounts through Sourcewell



MISSOULA PETERBILT, INC.

4867 TECHNOLOGY CT • MISSOULA, MT 59808 • PHONE (800) 332-5750

Order Out
INVOICE

Sold To: City of Great Falls
1025 25th Ave NE
Great Falls MT 59403
406-771-1401

Ship To: City of Great Falls
1025 25th Ave NE
Great Falls MT 59403

SALESMAN Todd Whitman				DATE 4/24/2025		DEAL # er out	
	YEAR	MAKE	NEW OR USED	STOCK NUMBER	MODEL	VIN	ENGINE NO
VEHICLE SOLD	2026	Peterbilt	NEW	Order out	548	order out	PX9
TRADE IN	2013	Kenworth		DM365912	T370	2NKHL9X4DM365912	
OPTIONAL EQUIPMENT AND ACCESSORIES							
DESCRIPTION							
Lien Holder:						Selling Price	\$159,999.00
						Body/Bed	\$59,632.00
						Tariff Charge	\$4,898.00
						Federal Excise Tax	EXEMPT
						Sales Tax	
						Tire Tax	
						License & Title	
						Document Fee	
Sourcewell Contract # 32824						Msla JG Pete Tariff refunc	(\$4,898.00)
						Total Cash Price:	\$219,631.00
						Deposit	
						Down Payment	
						Trade In	\$35,000.00
						Less Payoff	
						Total Trade Equity	\$35,000.00
						Total Due:	\$184,631.00

Purchaser agrees that this agreement (the "Agreement"), together with the reverse side hereof, is entered into between it and MISSOULA PETERBILT, INC. ("DEALER"), that this Agreement cancels and supersedes any prior agreement between the forgoing parties, that as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR DEALER'S AUTHORIZED REPRESENTATIVE. Purchaser by execution of this agreement, acknowledges that Purchaser has received copy of the agreement, has read and understands the terms and conditions hereof, and has voluntarily entered into the same.

Customer Signature

Dealer Signature

VERSION CONTROL: 1/18/2024



Jackson Group Peterbilt – Missoula (M551)
4867 Technology Court
Missoula, Montana 59808

City Of Great Falls
1025 25Th Ave Ne
Great Falls, Montana 59403
United States of America

Todd Whitman
Cell Phone:
Office Phone: (406)721-6100
Email: twhitman@jgpete.com

Doug Alm
Office Phone: 406-771-1401

Vehicle Summary

Unit		Chassis	
Model:	Model 548	Fr Axle Load (lbs):	14600
Type:	Full Truck	Rr Axle Load (lbs):	40000
Description 1:	Blue Dump Trk WTR Dept	G.C.W. (lbs):	60000
Description 2:	Clone of Chassis 602671 Model 548		
Application		Road Conditions:	
Intended Serv.:	Construction Dump - On/Off Highway	Class A (Highway)	90
Commodity:	Other Commodity	Class B (Hwy/Mtn)	10
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	End Dump	Wheelbase (in):	191
Length (ft):	26	Overhang (in):	57
Height (ft):	13.5	Fr Axle to BOC (in):	69.5
Max Laden Weight (lbs):	1000		
Trailer		Cab to Axle (in):	121.5
No. of Trailer Axles:	0	Cab to EOF (in):	178.5
Type:		Overall Comb. Length (in):	288
Length (ft):	0	Special Req.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2025
Deal: Blue Dump Trk WTR Dept
Printed On: 3/22/2025 10:35:46 AM

100% Complete

Date: March 22, 2025
Quote Number: QUO-1170175-R7D0L8



Sales Code	Std/ Opt	Description	\$ List	Weight
Base Model				
0005481	S	Model 548 The Model 548 meets and exceeds the demands of Class 7 and Class 8 specialty application markets that require a rugged workhorse for durability and a wide range of optional content. The Model 548 is available in configurations with a GVW from 33,001 to 66,000 lbs. to suit most vocational applications. The 548 also offers all-wheel-drive. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 548 is in a class of its own.	124,529	10,860
0091200	S	Other Commodity	0	0
0093060	O	Construction Dump - On/Off Highway Truck or tractor without liftable trailing axle which carries bulk materials (excavated earth, sand/gravel, asphalt, demolition debris, etc.) and unloads by dumping out the back, over the side of the body, or out the bottom of the trailer.	0	0
0095170	O	End Dump	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	423	276
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	0	0
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	350	0
0620500	O	Frame Components Bolted IPO Huck Fastened	1	0
0644020	O	EOF Square with Steel Crossmember	200	64
0651090	O	Omit Rear Mudflaps and Hangers	-61	-25
Front Axle & Equipment				
1012330	O	Meritor MFS+14F 14,600 Lb, 3.5" Drop	680	39
1112150	O	Taper Leaf Springs, Shocks 14,600 lb Hendrickson Taper Leaf Springs, shocks 14,6000 lb.	9	56

Price Level: January 1, 2025

100% Complete

Date: March 22, 2025

Deal: Blue Dump Trk WTR Dept

Quote Number: QUO-1170175-R7D0L8

Printed On: 3/22/2025 10:35:46 AM



Sales Code	Std/Opt	Description	\$ List	Weight
1243060	O	Power Steering Sheppard SD110 The SD110 power steering gear is a compact version of the M110 power steering gear. The SD110, working with a 185 bar pump is capable of steering vocational and heavy haul vehicles with front axle ratings of 13,200 to 16,000 lbs. in single gear applications.	400	44
1250180	S	Power Steering Reservoir Frame Mounted The power steering reservoir is a steering system that eases drivability by applying hydraulic pressure to the steering gear.	0	0
1354850	O	PHP10 Iron PreSet PLUS Hubs - Air Disc Preset iron hub assemblies are designed for demanding conditions and require less maintenance while still offering dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	625	27
1380070	O	Greasable Front Spring Pins	132	0
1380290	O	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	-320	30
1380470	O	Meritor Wide Track IPO Standard, Front Axle Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5" Drop / MFS 3.74" Drop. 71in KPI IPO 69in with MFS and MFS+ axles.	0	15

Rear Axle & Equipment

1523300	O	Dana Spicer DSP41 40,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	10,715	1,942
1616305	O	PHP10 Iron Preset + Hubs - Air Disc	915	0
1673090	O	Separate Dash Controls, Cont Trac Full Lock Dana Spicer or Meritor - Tandem or Tri-Drive Axles	86	2
1680470	O	Lube Pump, Drive Axle(s) Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	343	36
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
1680950	S	Stability System Not Selected Or Not Available	0	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687040	O	Air Disc Rear Brakes, Tandem Drive Axle Includes Automatic Slack Adjusters.	3,173	0
1687090	O	Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	1,930	60
1705570	O	Ratio 5.57 Rear Axle <i>or 6.17</i>	0	0
1824400	O	Hendrickson HMX EX 400 40,000 Lbs., 54" Haulmaax, 60K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	5,754	523
1921375	O	16.5" Saddle Height HMX EX 400/460 IPO Std 18.5"	339	0
1921965	O	HMX EX Double Rebound Strap Kit	246	6
1922615	O	HD Shock Absorbers, Hendrickson HMX EX	445	0

Engine & Equipment

2074806	O	PACCAR PX-9 350@2000 GOV@2200 1050@1200 Productivity (2024 Emissions)	2,863	0
		N21350 C121 65....Maximum Accelerator Pedal Ve		
		N21370 C128 65....Maximum Cruise Speed (P059)		
		N21460 C132 1400..Max PTO Speed (P046)		
		N21520 C133 600...Timer Setting (P030)		
		N21610 C188 39....Low Ambient Temperature Thre		
		N21620 C189 60....Intermediate Ambient Tempera		
		N21630 C190 80....High Ambient Temperature Thr		
		N21550 C206 35....Engine Load Threshold (P516)		
		N21340 C209 120...Hard Maximum Speed Limit (P1		
		N21510 C225 YES...Enable Idle Shutdown Park Br		
		N21450 C231 NO....Gear Down Protection (P026)		
		N21570 C233 NO....Idle Shutdown Manual Overrul		
		N21440 C234 NO....Engine Protection Shutdown (
		N21480 C238 NO....Auto Engine Brake in Cruise		
		N21470 C239 NO....Cruise Control Auto Resume (
		N21430 C333 0.....Reserve Speed Limit Offset (

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Sales Code	Std/ Opt	Description	\$ List	Weight
		N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 100...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10.....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)		
2091120	S	EMUX Electronics Architecture	0	0
2091305	O	Engine Idle Shutdown Timer Enabled	0	0
2091315	O	Enable EIST Ambient Temp Overrule	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091640		Effective VSL Setting NA	0	0
2092014	O	Typical Operating Speed 65 MPH	0	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0
2140460	S	Remote PTO/Throttle, 12-Pin, 250K BOC/BOS J1939, Remote Control Provision	0	0
2140670	O	EPA Emission Warranty	0	0
2140700	S	EPA Engine Idling Compliance	0	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0
2521090	O	Immersion Type Block Heater 110-120V Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	102	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	237	62
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	153	4
2539720	O	Low Voltage Disconnect System	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
2539840	O	MD - Battery Disconnect Switch Mounted on Battery Box	536	9
2621090	S	HORTON ON/OFF Fan Clutch	0	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2812140	O	C-Brake By Jacobs, PX-9 Features a dedicated cam lobe design for optimum power and three-stage engine brake operation.	2,424	90
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921220	O	Fuel Heat for Fuel Filter	49	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	61	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389 HH 1604 sq in, 567 1379 sq in.	0	0
3211140	S	(1) Air Cleaner Engine Mounted	0	0
3281830	U	Pre-Filter Hood Mounted For Engine Air Cleaner	292	2
3367160	O	Exhaust Single RH Side of Cab DPF/SCR RH Under Cab, Single Module	1,088	40
3381770	O	Curved Tip Standpipe(s)	42	1
3387890	O	36" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	229	4
Transmission & Equipment				
4052920	O	Allison 3000 RDS-P Transmission, Gen 6 Rugged Duty Series	7,692	459
4211000	O	SPL170 HD-XL Driveline, 1 Midship Bearing	490	20
4216330	O	SPL170 XL Driveline Interaxle Dana Spicer Life Series heavy-duty drive shafts are built for heavy loads over the long haul. For tandem rear axles.	337	-110

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Sales Code	Std/ Opt	Description	\$ List	Weight
4216660	O	Service Free Driveline Service free driveline for SPL350, SPL250, SPL170, SPL100.	0	0
4230090	O	PTO F/O Muncie	0	0
4233910	O	(1) Dash Mounted Single Acting EOH PTO Control Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	109	1
4252170	O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	17	0
4252890	O	Allison FuelSense Not Desired Dynamic Shift Sensing	0	0
4252940	O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	0
4253210	O	Dash Switch: Rock Free Mode For PCAR TX-18PRO/TX-12PRO/EndurantPRO	17	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	565	3
4257110	O	LH Mounted Trans PTO Provisions	36	0
Air & Trailer Equipment				
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	243	0
4520420	O	Pull Cords All Air Tanks	4	0
4540420	S	Nylon Chassis Hose	0	0
4543350	O	Aluminum Natural Air Tanks All air tanks are natural aluminum finish located outside the frame rail and not obscured by other components (air tanks mounted inside the frame rails or covered by other components will be painted aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	26	-45
4610920	O	Self-Returning Brake Hand Valve Dash mounted controls	98	0
4612780	O	AE Connection EOF, 7-Way Socket, 4' Additional Lines coiled and strapped to frame, without gladhands	332	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
4613300	O	Body Connection w/(1) Trucklite Junction Box LH EOF	183	9
Tires & Wheels				
5069770	O	FF: BR 16ply 12R22.5 R268 Ecopia R268 tread is not a Line Haul tire and is only for Pickup and Delivery or Regional use. Diameter = 42.7 inches; SLR = 19.9 inches	555	50
5104080	O	RR: CN 16ply 11R22.5 HDC3 Includes TPMS sensor.	2,748	248
5190008	O	Code-rear Tire Qty 08	0	0
5210600	O	FF: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, 2 Hand Holes	98	40
5311995	O	RR: Accu-Lite Steel Armor 51408PK 22.5X8.25 PHP 10-2 Hand Holes	68	24
5390008	O	Code-rear Rim Qty 08	0	0
Fuel Tanks				
5584040	O	D-Shaped Aluminum 50 Gallon Fuel Tank LH U/C Non-slip step LH under cab	0	-10
5602050	O	Location LH U/C 50 Gallon	0	0
5650490	O	Fuel Cooler Required with single fuel tank	185	15
5650540	O	Polish (1) Non-Slip Fuel Tank Step, U/C Tank Only	30	0
5650810	O	Polish (1) Aluminum Fuel Tank	199	0
5652830	O	Polish All Fuel / Hydraulic Tank Straps Does not apply to rectangular DEF tank straps	12	0
5652900	O	DEF Tank Mounted LH Under Cab	55	0
5652990	O	DEF To Fuel Ratio 2:1 Or Greater	0	0
5653000	O	Polished Stainless Steel Cover For DEF Tank	192	0
5653270	O	Fuel Tank Drain Plug	0	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0	0
Battery Box & Bumper				
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	208	-84
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.		
6121770	O	Steel Bumper Tapered Painted Two tow points, painted same color as frame. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height: Measurement to bottom of frame at front of frame: for the 107 Aero Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	442	40

Cab & Equipment

NO FEED	6510190	O	Peterbilt Aero 109in BBC SMC Hood With molded charcoal crown and aluminum cab.	1,829	15
	6540160	O	Thermal Insulation Package in Cab The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	73	2
	6800180	O	Hood Crown - Bright Finish ipo Molded Gray	110	0
★	6914190	O	Sears Premium Driver Seat	265	4
★	6924190	O	Sears Premium Passenger Seat	435	4
★ std	6930060	O	Driver Seat Heated Includes heating elements in the lower cushion and backrest. Temperature is preset for optimum comfort and controlled by a high/low switch and an on/off switch next to the adjustment valves on the seat.	95	4
★ std	6930090	O	Passenger Seat Heated Includes heating elements in the lower cushion and backrest. Temperature is preset for optimum comfort and controlled by a high/low switch and an on/off switch next to the adjustment valves on the seat.	95	4
	6930230	O	Seat Skirt - All Eligible Air Seats	61	2
	6930580	O	Drivers Armrests - LH & RH	56	4
	6930595	O	Passenger Armrests LH & RH	56	4
	6930800	O	Black Seat Color IPO Standard Color	0	0
	6937040	O	Cloth Driver	25	0
	6937050	O	Cloth Passenger	0	0
	6939400	S	Air Ride Driver	0	0
	6939420	O	High Back Driver	44	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
6939500	O	Air Ride Passenger	126	0
6939520	O	High Back Passenger	8	0
7000025	O	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	129	4
7000045	O	High-Visibility Interior Grabhandles, Painted Bright yellow interior grabhandle for vocational vehicles.	37	0
7000065	O	Metal Interior Door Panel Kick Plates	47	2
7001520	S	Adjustable Steering Column - Tilt/Telescope	0	0
7036130	O	Probilt Interior Charcoal Gray - Curved Roof	357	0
7110680	O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	178	0
7210420	O	Dark Window Tint IPO Standard Tint - Day Cab	21	0
7210510	O	3-Piece Glass Rear Cab Window, All Pieces Fixed	151	12
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0	0
7230060	S	1-Piece Curved Windshield	0	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	806	4
7510070	S	Aero Rear View Mirror Housing, Molded Black	0	0
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	344	3
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0	0
7610500	S	Air Horn Mounted Under Cab	0	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	344	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	55	4

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Sales Code	Std/ Opt	Description	\$ List	Weight
7728030	O	Radio Mute When In Reverse For automatic or automated transmission	0	0
7728040	O	Bluetooth Phone and Audio Requires USB Port	41	0
7728050	O	USB Port	41	0
7743030	O	CB Antenna Mounting, Dual LH/RH Mirror	103	2
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	212	2
7788335	S	Global Telematics Hardware	0	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7852020	O	Cab Air Suspension	212	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	19	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	33	13
7900310	O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	66	9
7900520	O	Headlamps To Turn On When Wipers On	0	0
7901130	O	Backup Alarm (107 DB)	34	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	29	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0	0
8021810	O	Brake Application Air Pressure (Tractor) Located in Digital Cluster Display.	0	0
8041200	O	Dual Scale Speedometer MPH Over KPH	0	0
8070000	O	Disable Brake Light With Engine Brake	0	0
8070080	O	(2) Additional Dash Switches With Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	106	0
8070390	O	Engine Hourmeter Gauge Located in Digital Cluster Display	0	0
8070450	O	Engine PTO Hourmeter Gauge Located In Digital Cluster Display	0	0
8070810	O	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
8070820	O	Engine Percent Torque Located in Digital Cluster Display	0	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	0
8070940	O	Voltmeter Gauge (MD/520 Only) Located in Digital Cluster Display	0	0
8071470	O	ABS Off-Road Switch Bendix ATC is required on the specification. Off-Road switch allows some wheel slippage prior to ATC activation. Off-Road switch will cause the ATC light to flash, reminding the driver of a condition. Switch should only be used in extreme conditions such as snow, ice or mud.	94	0
8073040	O	(1) Additional Electric Over Air Switch On/off only, switch has green indicator light, air connections on frame rail under cab. One accessory solenoid bank with plug on it.	38	1
8110160	O	LED Headlamp	908	0
8121210	O	(5) Marker Lights, Chrome Housing Aero LED	72	0
8131130	O	Switch & Wiring For F/O Fog Light Without bumper cutouts	5	0
8132215	O	(2) LED Strobe Lights Roof Mounted (2) LED strobe lights roof mounted on each side of the cab with stainless steel brackets. LED technology provides continual heavy-duty use in the toughest conditions with a weatherproof and vibration resistant design for external use. Offering four times the brightness in a more compact housing, 4.5" shorter and 3" smaller in diameter. Classified as a Class 1 light incandescent light.	578	10
8133900	O	None Furnished Stop/Tail/Backup Lights Available with full truck only, not available with tractor	-104	-16
8134160	S	Self-Canceling Turn Signal	0	0
8151170	O	(2) Load Lights, Incandescent, Flush Mtd Low Inbd Back of cab / back of sleeper	307	4

Paint

8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat	0	0
		N85020 A - L1324EY RICH BLUE		
		N85700 BUMPER L0001EA BLACK		
		N85500 CAB ROOF L1324EY RICH BLUE		
		N85300 FENDER L1324EY RICH BLUE		
		N85200 FRAME L0001EA BLACK		
		N85400 HOOD TOP L1324EY RICH BLUE		

Shipping Destination

Options Not Subject To Discount

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Sales Code	Std/Opt	Description	\$ List	Weight
9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
9408528	O	Allison Surcharge 3000 Series Transmission	700	0
9408634	O	SmartLINQ RD - 5YR Sub PACCAR PX Engines	799	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0	0
9408931	O	PDI At Excellence Peterbilt Location	230	0
9408982	O	Vehicle Layout Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	1,500	0
Miscellaneous				
9409045	S	Aero Hood (MODEL 548)	0	0
9409076	O	State Of Registry: Montana	0	0
9409645	O	Model Year 2025 Engine	0	0
9409655	O	Peterbilt Motors Company	0	0
9409749	O	2024 Series Emissions Engine	0	0

Promotions

Special Requirements

Special Requirement 1 0098170
 Special Requirement 2
 Special Requirement 3
 Special Requirement 4

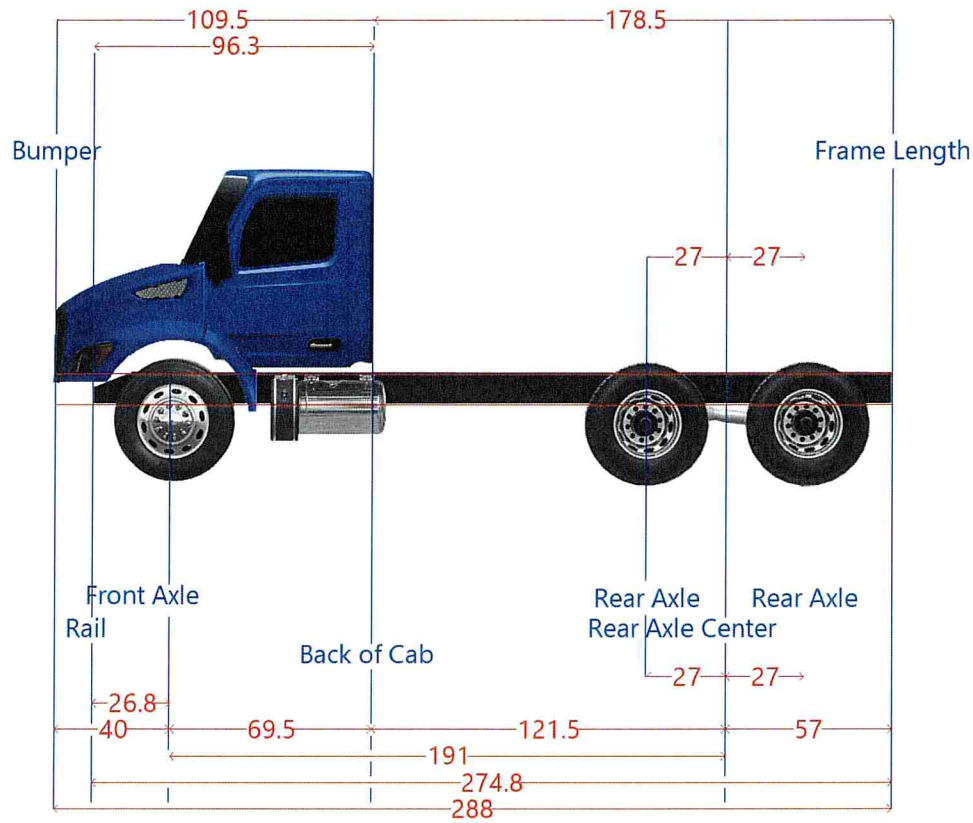
Order Comments

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HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	164	218
Bumper to Back of Cab	109.5	-40	69.5
Bumper to Front Axle	40	-40	0
Bumper to Front Frame	13.2	-40	-26.8
Cab to End of Frame	178.5	69.5	248
Cab to Rear Axle	121.5	69.5	191
Effective Bumper to Back Of Cab	109.5	-40	69.5
Frame Length	274.8	-26.8	248
Front Axle to Back of Cab	69.5	0	69.5
Front of Frame to Axle	26.8	-26.8	0
Load Space	178.5	69.5	248
Overall Length	288	-40	248
Overhang	57	191	248
Pusher Offset #1	0	164	191
Pusher Offset #2	0	164	191
Pusher Offset #3	0	164	191
Tag Offset	0	191	218
Wheelbase	191	0	191

3-V DISTRIBUTING, INC.
 PO BOX 955
 10 8TH AVE NE
 CONRAD, MT 59425
 406-278-5400

Name/Address
CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS, MT 59403-5021

Date	Estimate No.	Project
04/21/25	4250	

P.O. No.

Item	Description	Quantity	Cost	Total
MARK E DUMP BODY	15' X 36" MARK E DUMP BODY 201 7 GA STAINLESS SIDES 1/4" AR400 FLOOR 8" PIN ON SPREADER APRON	1	40,534.00	40,534.00
FREIGHT	FREIGHT	1	4,000.00	4,000.00
AIR SHIFT PTO	HOT SHIFT PTO	1	3,000.00	3,000.00
C 1010 DMCCW	DUMP PUMP	1	1,050.00	1,050.00
PB 10	PUMP SUPPORT BRACKET KIT	1	40.00	40.00
SMR 25 SF25	25 GALLON SIDE MOUNT RESERVOIR	1	650.00	650.00
K 1010FAS1	FEATHERING AIR VALVE	1	150.00	150.00
K 1010C	CONSOLE FOR K 1010 VALVE	1	80.00	80.00
MISC	SHOP SUPPLIES, HOSES AND FITTINGS	1	1,100.00	1,100.00
HYD OIL	HYDRAULIC OIL	25	15.00	375.00
LABOR	INSTALLATION OF DUMP BODY AND HYDRAULICS	70	80.00	5,600.00
PINTLE HITCH KIT				
PINTLE PLATE	PINTLE HITCH	1	1,400.00	1,400.00
			Total	

3-V DISTRIBUTING, INC.
PO BOX 955
10 8TH AVE NE
CONRAD, MT 59425
406-278-5400

Name/Address
CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS, MT 59403-5021

Date	Estimate No.	Project
04/21/25	4250	

P.O. No.

Item	Description	Quantity	Cost	Total
2200 A2	2200 A2 COUPLING KIT WITH CAN	1	800.00	800.00
TEC1011S	SERVICE GLAD HAND	1	9.00	9.00
TEC1011E	EMERGENCY GLAD HAND	1	9.00	9.00
11-721	7 POLE SOCKET DIE CAST W/ RUBBER BOOT	1	35.00	35.00
LABOR	INSTALLATION PINTLE HITCH	10	80.00	800.00
				3,053.00
			Total	\$59,632.00

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE 2024 REVISION			
PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824			
*DEALER TO FILL IN ALL GREY CELLS			
Missoula Peterbilt		City of Great Falls	
		16787	
PETERBILT MODEL		548	CHASSIS #
			order out
CAB & CHASSIS LIST PRICE		\$182,472	PETERBILT MODEL
SOURCEWELL DISCOUNT %		15.00%	SOURCEWELL DISCOUNT
SOURCEWELL DISCOUNT \$		\$27,371	
SOURCEWELL CAB & CHASSIS PRICE		\$155,101	
ADDITIONAL DEALER DISCOUNT		\$0	
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES and APPLICABLE TAXES, FET, FLOORING, ETC.		\$4,898	
BODY PRICE (IF APPLICABLE)		\$59,632	
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING		\$219,631	
Possible tarrif charges \$4898			



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Asphaltic Concrete Material

From: Street/Traffic Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider Bid and Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the bid award for asphaltic concrete material to Great Falls Sand and Gravel, Inc. for \$919,300.00.”

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

Staff Recommendation: Approve the bid award.

Summary: The Street Division will use the requested asphaltic concrete to conduct street repair and maintenance projects.

Background: The Street Division works throughout the summer maintaining and repairing City streets. This includes filling potholes and repairing curb lines, street overlays, and street opening patches. The asphaltic concrete material contract will ensure projects are completed in a timely and efficient manner.

Evaluation and Selection Process: The specifications were advertised two times in the Great Falls Tribune, emailed to three prospective bidders, and advertised on the City of Great Falls website. The bids were opened on May 7, 2025. There were 2 responsive bids. Along with price per ton numbers, staff calculates a mileage factor; calculations are figured using the miles from the City Shop to the manufacturer source. Great Falls Sand & Gravel Inc. is 3.3 miles, and United Materials of Great Falls, Inc., is 7.3 miles. Great Falls Sand and Gravel, Inc. submitted the low bid with mileage calculated.

See table:

Mileage factor: **12,000 tons x \$.38 per ton = \$4,560** x _____ miles

Bidder	Type B	Type C	Total Bid	Mileage Factor	Total Cost w/Mileage
Great Falls Sand & Gravel, Inc.	\$761,000	\$158,300	\$919,300.00	\$15,048.00	\$934,348
United Materials of Great Falls, Inc.	\$750,000	\$156,000	\$906,000.00	\$33,288.00	\$939,288

Conclusion: The materials bid by Great Falls Sand and Gravel, Inc., meets specifications for the asphaltic concrete material in Montana Public Works Standard Specifications, Sixth Edition (MPWSS).

Fiscal Impact: The current bid price from Great Falls Sand and Gravel, Inc. is \$76.10 per ton for MPWSS Type B, and \$79.15 per ton for MPWSS, Type C. The contracted price for asphaltic concrete in FY 2025 was \$71.30 per ton for MPWSS Type B and \$73.30 per ton for MPWSS Type C. The total bid price difference from last year is an increase of \$59,700 or + 6.9%. Funding for this year's purchase of asphaltic concrete is in the proposed FY 2026 Street Maintenance Budget.

Alternatives: The City Commission could vote not to approve the bid award for asphaltic concrete material. Without the asphaltic concrete material, the Street Division would not be able to perform contractor or other city department hot mix patches or continue the pavement preservation program which provides up to 60 blocks of mill and overlay on city streets.

Attachments/Exhibits:

1. Bid Tab

CITY OF GREAT FALLS
PO BOX 5021
GREAT FALLS MT 59403

ASPHALTIC CONCRETE MATERIAL

Project Number
Bids Taken at Civic Center
Date: May 7, 2025
Tabulated By: Dan Palagi
Page 1 of 1

NAME & ADDRESS OF BIDDER	Bid Security	Affidavit of Non- Collusion	MPWSS Type B Cost per Ton	MPWSS Type C Cost per Ton	Total Bid	Site of Manuf. Source	Miles to City Shop
			Total-10,000 Tons	Total-2,000 Tons			
Great Falls Sand & Gravel, Inc.	√	√	\$76.10	\$79.15	\$919,300.00	GF Sand & Gravel	3.3 miles
United Materials of Great Falls, Inc.	√	√	\$75.00	\$78.00	\$906,000.00	McIver Ranch Pit	7.3 miles

GFSG: \$0.38 per ton mile x 12000 tons = \$4,560.00 x 3.3 miles = \$15,048.00 + \$919,300.00 = \$934,348.00

U M: \$0.38 per ton mile x 12000 tons = \$4,560.00 x 7.3 miles = \$33,288.00 + \$906,000.00 = \$939,288.00



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Americans Little League Park – Americans Little League Association

From: Park & Recreation Department

Initiated By: Jessica Compton, Park & Recreation Deputy Director

Presented By: Jessica Compton, Park & Recreation Deputy Director

Action Requested: Conduct Public Hearing and approve a lease agreement for Americans Little League Association Lease of City owned property located at 38th Street North and 10th Ave.

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/not approve) a lease agreement of City owned property located at 38th Street North and 10th Ave with the Americans Little League Association.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission consider and approve the lease of a portion of City land located at 38th Street North and 10th Ave with the Americans Little League Association.

Summary: The proposed lease with Americans Little League Association would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with sixty (60) days written notice. The leased land is located at 38th Street North and 10th Ave, Great Falls, MT. As part of the lease agreement the lessee will oversee the overall day-to-day operations of the property, including but not limited to mowing, weed control, irrigation, repairs and general upkeep of the property.

Background: As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published in a paper of general circulation in the City. The Notice of Public Hearing was advertised in the Great Falls Tribune on Sunday, May 11, 2025 and Sunday, May 18, 2025.

In 1987 the Park and Recreation Department did not have the staff or financial funding to start a little league program. The formation of the Americans Little League Association was established. Over the 38 years, Park and Recreation has had a great working relationship with the Americans Little League Association. They have provided quality youth sports and a reputation that the community has come to respect and rely on every season.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Americans Little League Association has provided improvements to the city parkland including fencing, backstops, irrigation, turf, parking lots, buildings and restrooms. Loss of playing fields would be detrimental to the Americans Little League Association programs.

The five-year lease includes an annual fee of \$350. The City would be responsible for water costs for irrigation, up to a maximum of three thousand dollars (\$3000) per year. The Americans Little League Association will be responsible for total water costs for irrigation of Americans Little League Park less the \$3000 deduction. The variance in the stipend amounts reflects the specific water usage arrangements at each park. The Americans club that is given the \$3,000 stipend is responsible for 100% of the water bill for their fields, as their water meters exclusively serve the baseball facilities. This arrangement provides the club with the flexibility to manage their own water usage (the city has a maximum commitment if they want to water heavily), as they pay for any usage above the \$3,000 stipend directly. This system was designed to ensure fairness and accuracy in billing, based on actual water consumption and the extent of shared resources.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. At the April 14, 2025 Park and Recreation Advisory Board meeting board members were given the opportunity to consider this renewal. The Park Advisory Board voted to recommend that the City Commission approve this lease agreement.

Fiscal Impact: The \$350.00 annual lease payment will go to the General Fund.

Alternatives: The alternative would be to not approve the lease and require the groups to find other options to conduct their activities.

Attachments/Exhibits: Americans Little League Lease Agreement

LEASE AGREEMENT

This AGREEMENT is made effective the 1st day of January, 2025, by and between the **CITY OF GREAT FALLS**, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "**City**" and **GREAT FALLS AMERICANS LITTLE LEAGUE, INC.**, a Montana non-profit corporation with a mailing address of P.O. Box 7252, Great Falls, Montana 59406, hereinafter, the "**Lessee**."

W I T N E S S E T H:

WHEREAS, the City and Lessee entered into a Lease Agreement in 2020, for use of a portion of City owned property located at 1000 38th St N, Great Falls, commonly known as/described as Americans Little League Park (hereinafter refer to as the ("**Property**") (the "**2020 Lease**");

WHEREAS, the term of the 2020 Lease was for five (5) years expiring December 31, 2024. The 2020 Lease stated the City, in its sole discretion, may grant and extension of the 2020 Lease with any conditions and covenants to be negotiated;

WHEREAS, due to the expiration of the 2020 Lease in December of 2024 and the grant of an extension not having a specific time, the City elected, with the consent of Lessee, to enter into an updated lease for the Property;

WHEREAS, this updated Lease Agreement complies with Title 3, Chapter 4 of the Official Code of the City of Great Falls (OCCGF). This Lease is excepted from the public bidding process pursuant to OCCGF § 3.4.050;

WHEREAS, the City desires to enter into a lease agreement with Lessee to lease the Property, for the purpose of hosting youth baseball and/or softball practices, games and related events;

WHEREAS, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

NOW THEREFORE, the parties do hereby covenant and agree as follows:

1. RECITALS. The City and Lessee agree that the above Recitals shall be incorporated as agreed upon terms within this Agreement.

2. LEASE. The City, for and in consideration of the Rent amount to be paid and the agreement to be performed by each party, does hereby lease, and let unto the Lessee the Property as described above in the Recitals.

3. TERM. The term of the lease will be for a period of five (5) years from January 1, 2025 to December 31, 2029. The term may be renewed for one (1) additional five (5) year term, beginning on January 1, 2030 and ending on December 31, 2034, unless a party gives the other

party written notice of non-renewal on or before October 1, 2029. If the parties agree upon revised or additional terms an extension addendum shall be executed by the parties.

Notwithstanding the above term, this Agreement is terminated if Lessee's use of the Property ceases to be for a public purpose. In such event, the use of the Property immediately reverts to the City of Great Falls. Further this Agreement may be terminated prior to the expiration as provided herein by either party giving written notice to the other of not less than sixty (60) days. Upon the expiration or termination of this Agreement and any extension thereof, Lessee shall leave the Property in as good condition as received, except for reasonable wear and tear.

4. RENT. In consideration therefore, the Lessee agrees to pay the City \$350.00 annually for the duration of the first five years of this Agreement. Rent for the second five years of this Agreement may be negotiated and agreed upon in an extension addendum provided for in Paragraph 3. Said Rent shall be paid upon execution of this Agreement, and shall be paid on or before January 2nd of each year thereafter.

5. ACCEPTANCE OF CONDITION. Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property, except as otherwise provided herein, or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same "as is" and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by City, and without recourse as to the nature, condition or unsuitability thereof, or as to the uses to which the Property may be put.

6. UTILITIES. The City will pay a maximum of \$3,000.00 of the total water costs for irrigation at the City owned property located at 1000 38th St N. Additional costs for water usage over \$3,000.00 shall be paid by the Lessee, with the bill for the same due and payable upon receipt of billing. The maximum amount paid by the City may be negotiated (based on usage) and agreed upon in an extension addendum provided for this Agreement.

Lessee shall pay 100% of all the charges for other utilities and services used, rendered, or supplied upon or in connection with the Property.

7. COVENANTS OF LESSEE. The Lessee hereby covenants and agrees that the Lessee shall:

- a. Pay all Rent and other payments required by this Agreement in a timely manner;
- b. At its own cost and risk, use the Property primarily as a practice and game location and related events for youth baseball and/or softball programs;
- c. Provide portable toilet facilities, at Lessee's sole expense, when the Property is being used, if the Property does not have a park restroom;

d. Not use or occupy said Property for any unlawful purpose, and conform to and obey all present and future laws, ordinances; and all rules, regulations, permit requirements of all governmental authorities or agencies, related to the use and occupation of the Property and/or operation of business on the Property;

e. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without the prior approval required by the City. The costs of any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, required permits or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

f. Not use the Property in a way that will discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin, or any other classification under the law;

g. Not commit or suffer to be committed any waste or any nuisance on the Property; and

h. Not use or occupy the Property, or permit the same to be used or occupied, for any purpose deemed hazardous on account of fire or otherwise.

8. MUTUAL COVENANTS: It is mutually agreed by and between the City and Lessee that:

a. If Lessee pays the Rent as herein provided, and keeps, observes and performs all of the other covenants of this Agreement, the Lessee may, peaceably and quietly, have, hold, and enjoy the Property for the term stated herein;

b. The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture;

c. The City's Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the Property by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby; and

d. Any addendum, modification or amendment to this Agreement shall be negotiated and mutually agreed upon, in writing, between the City and Lessee.

9. MAINTENANCE AND IRRIGATION

a. Lessee Maintenance. Except as provided below, Lessee shall, throughout the

term of this Lease Agreement, including any extension term, and at its own cost and without any expense to the City, keep and maintain the Property in a good state of repair and acceptable, functional, sanitary and orderly condition, including, but not limited to, mowing and weed control, irrigation, routine repairs and maintenance on the Property, and all appurtenances thereto; timely removal of rubbish and trash; maintain the interior of, and appurtenances on the Property including any bleachers, concession area, restrooms; and maintain the exterior of the Property, and all appurtenances, and parking areas of the Property in a clean and safe condition.

To add, Lessee shall inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

b. Maintenance by City. Notwithstanding the above, in the spring, at a time determined appropriate in the City's sole discretion, the City will turn water services on up to the backflow, concessions and restrooms; and in the fall, at a time determined appropriate in the City's sole discretion, the City will turn off the water and winterize the backflow, concessions, and restrooms on the Property. If Lessee uses the Property before the City turns water services on or after the City winterizes the backflow, concessions, and restrooms, Lessee shall provide portable toilet facilities at Lessee's sole expense.

Except as stated above, the City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Property or any improvements thereon; said maintenance, repairs, replacements, etc. being the sole responsibility of the Lessee. In addition, the City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee or participants, which shall be the sole responsibility of Lessee.

Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice and ten (10) days to correct such default, the City may, but need not, enter the Property and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the Rent, and should said costs not be so paid, the City may consider this Lease Agreement to be in default.

10. RIGHT OF ENTRY. The City, through its agents or employees, shall have the right, but no obligation, to enter the Property at all reasonable hours to examine the condition of the same. There shall be no reimbursement of Rent, nor liability for any loss of occupation or quiet enjoyment occasioned by the City's entry.

11. INSURANCE REQUIREMENTS. Lessee shall, at all times during the term of this Agreement and any extensions, at Lessee's sole expense, procure and maintain comprehensive general liability insurance covering the use, occupation or condition of Property in the amount of at least One Million Dollars (\$1,000,000.00) for injury to or death of any one person per occurrence, and in the amount of Two Million Dollars (\$2,000,000.00) aggregate for injury to or death of any number of persons in one occurrence. The policy must be issued by a

company licensed to do business in the State of Montana and having at least an “A” rating in the current A.M. Best’s Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. Lessee shall annually furnish to the City the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee’s obligation under this paragraph. Providing the City of Great Falls proof of required insurance annually is a condition of this Agreement. Failure to provide insurance documentation will be a violation to this Agreement and will result in terminate of this Agreement.

12. INDEMNIFICATION. To the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses, fees and costs (including reasonable attorney fees) connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee’s use and occupancy of the Property, including use by its agents, assigns, renters, employees and others using the Property; except to the extent such damages, or claims thereof, may be due to or caused by the negligence or willful misconduct of the City, or its employees or agents and any obligation of the City shall be limited by the amounts set forth in Mont. Code Ann. §2-9-108. This indemnification shall survive the termination or expiration of this Agreement and any extensions thereof.

In addition, the City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the Property or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

13. DEFAULT. 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 as set forth below in this Agreement.

14. SUBLETTING AND ASSIGNMENT. Lessee shall not have the right to assign this Agreement or sublet the Property, or any part thereof, without the prior written permission of the City. Should the City grant such permission, any assignment or sublease shall be subject to all the provisions of this Agreement and Lessee shall continue to be bound by all the terms, conditions, and covenants provided herein. Permission given by the City to an assignment or sublease shall not be deemed to be permission given to any subsequent assignment or sublease or any release of further liability. Any assignment or sublease made without the prior written permission of the City shall be void, and shall, at the option of the City, terminate this Agreement.

15. INVALIDITY. The invalidity or ineffectiveness, for any reason, of any portion of this Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of this Agreement.

16. WAIVER. The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

17. EFFECT OF LESSEE'S HOLDING OVER. Any holding over after the expiration of the term of this Agreement shall be construed to be a tenancy from month to month, at the same Rent as required pursuant to the terms of this Agreement, prorated for monthly payments, and shall otherwise be on the terms and conditions herein specified so far as applicable.

18. BINDING EFFECT. It is mutually understood and agreed that each and every provision of this Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

19. PAYMENTS AND NOTICES. Any payments or notices required to be given under this Agreement shall be in writing and may be served on either of the parties by electronic or personal delivery or by mailing the same by registered or certified mail to the City Manager at the Civic Center, Great Falls, Montana, or to the Lessee at the address included on page 1. Notice shall be deemed to have been made within three (3) calendar days after mailing.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

21. APPLICABLE LAW, JURISDICTION, AND VENUE. This Agreement, and any extensions thereof, shall be governed by, and constructed in accordance with, the laws of the State of Montana without giving effect to the conflicts-of-laws principles thereof. The parties hereby consent to jurisdiction and venue for any litigation or dispute arising from this Agreement in the Montana State District Court in the Eighth Judicial District in and for Cascade County.

IN WITNESS WHEREOF, by signing below, the City and Lessee agree to the terms outlined in this Lease, and have caused this Lease to be executed on the latest date set forth below.

[The remainder of this page is intentionally left blank. Signature page to follow.]

CITY OF GREAT FALLS

**GREAT FALLS AMERICANS LITTLE
LEAGUE, INC.**

By: _____

Gregory T. Doyon, City Manager

Date: _____

Attest:

By: _____

Lisa Kunz, City Clerk

By: _____

Name: _____

Title: _____

Date: _____

(Seal of the City)

*Approved as to Form:

By: _____

David G. Dennis, City Attorney

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



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Westside Little League – Westside Little League Association

From: Park & Recreation Department

Initiated By: Jessica Compton, Park & Recreation Deputy Director

Presented By: Jessica Compton, Park & Recreation Deputy Director

Action Requested: Conduct a Public Hearing and approve a lease agreement for Westside Little League Association Lease of City owned property located in Westside Little League Park.

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/not approve) a lease agreement of City owned property located in Grande Vista Park described as Westside Little League Park with Westside Little League.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission consider and approve the lease of a portion of City Park located in Westside League Park with the Westside Little League Association.

Summary: The proposed lease with Westside Little League Association would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with sixty (60) days written notice. The leased parkland is located in Westside Park, Grande Vista Park, 1109 Ferguson Drive, Great Falls, MT. As part of the lease agreement the lessee will oversee the overall day-to-day operations of the property, including but not limited to mowing, weed control, irrigation, repairs and general up keep of the property.

Background: As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published

in a paper of general circulation in the City. The Notice of Public Hearing was advertised in the Great Falls Tribune on Sunday, May 11, 2025 and Sunday, May 18, 2025.

In 1987 the Park and Recreation Department did not have the staff or financial funding to start a little league program. The formation of the Westside Little League Association was established. Over the 38 years, Park and Recreation has had a great working relationship with the Westside Little League Association. They have provided quality youth sports and a reputation that the community has come to respect and rely on every season.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Westside Little League Association has provided improvements to the City parkland including fencing, backstops, irrigation, turf, parking lots, buildings and restrooms. Loss of playing fields would be detrimental to the Riverside Little League Association programs.

The five-year lease includes an annual fee of \$350. The City would be responsible for water costs for irrigation, up to a maximum of one thousand five hundred dollars (\$1500) per year. The Westside Little League Association will be responsible for 40 % of total water costs for irrigation of Westside Park and less the \$1500 deduction. The variance in the stipend amounts reflects the specific water usage arrangements at each park. Clubs that are given the \$1,500 maximum stipend are sharing water meters with neighboring park land. In these cases, the water bill is divided based on the percentage of the area that is dedicated to baseball fields versus general park property. This ensures that the clubs are only responsible for the portion of water that is actually used for their fields, rather than the entire park's water consumption. This system was designed to ensure fairness and accuracy in billing, based on actual water consumption and the extent of shared resources.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. At the April 14, 2025 Park and Recreation Advisory Board meeting board members were given the opportunity to consider this renewal. The Park Advisory Board voted to recommend that the City Commission approve this lease agreement.

Fiscal Impact: The \$350.00 annual lease payment will go to the General Fund.

Alternatives: The alternative would be to not approve the lease and require the groups to find other options to conduct their activities.

Attachments/Exhibits: Westside Little League Lease Agreement

LEASE AGREEMENT

This AGREEMENT is made effective the 1st day of January, 2025, by and between the **CITY OF GREAT FALLS**, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "**City**" and **WESTSIDE LITTLE LEAGUE**, a Montana non-profit corporation with a mailing address of P.O. Box 266, Great Falls, Montana 59403, hereinafter, the "**Lessee.**"

W I T N E S S E T H:

WHEREAS, the City and Lessee entered into a Lease Agreement dated May 5, 2020, for use of a portion of City owned property described as Westside Little League Park (hereinafter refer to as the ("**Property**"), located in Grande Vista Park at 1109 Ferguson Drive. Great Falls, Montana (the "**2020 Lease**").

WHEREAS, the term of the 2020 Lease was for the term of May 5, 2020 and expiring December 31, 2024. The 2020 Lease stated the City, in its sole discretion, may grant and extension of the 2020 Lease with any conditions and covenants to be negotiated;

WHEREAS, due to the expiration of the 2020 Lease in December of 2024 and the grant of an extension not having a specific time, the City elected, with the consent of Lessee, to enter into an updated lease for the Property;

WHEREAS, this updated Lease Agreement complies with Title 3, Chapter 4 of the Official Code of the City of Great Falls (OCCGF). This Lease is excepted from the public bidding process pursuant to OCCGF § 3.4.050;

WHEREAS, the City desires to enter into a lease agreement with Lessee to lease the Property, for the purpose of hosting youth baseball and/or softball practices, games and related events;

WHEREAS, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

NOW THEREFORE, the parties do hereby covenant and agree as follows:

1. RECITALS. The City and Lessee agree that the above Recitals shall be incorporated as agreed upon terms within this Agreement.

2. LEASE. The City, for and in consideration of the Rent amount to be paid and the agreement to be performed by each party, does hereby lease, and let unto the Lessee the Property as described above in the Recitals.

3. TERM. The term of the lease will be for a period of five (5) years from January 1, 2025 to December 31, 2029. The term may be renewed for one (1) additional five (5) year term, beginning on January 1, 2030 and ending on December 31, 2034, unless a party gives the other

party written notice of non-renewal on or before October 1, 2029. If the parties agree upon revised or additional terms an extension addendum shall be executed by the parties.

Notwithstanding the above term, this Agreement is terminated if Lessee's use of the Property ceases to be for a public purpose. In such event, the use of the Property immediately reverts to the City of Great Falls. Further this Agreement may be terminated prior to the expiration as provided herein by either party giving written notice to the other of not less than sixty (60) days. Upon the expiration or termination of this Agreement and any extension thereof, Lessee shall leave the Property in as good condition as received, except for reasonable wear and tear.

4. RENT. In consideration therefore, the Lessee agrees to pay the City \$350.00 annually for the duration of the first five years of this Agreement. Rent for the second five years of this Agreement may be negotiated and agreed upon in an extension addendum provided for in Paragraph 3. Said Rent shall be paid upon execution of this Agreement, and shall be paid on or before January 2nd of each thereafter.

5. ACCEPTANCE OF CONDITION. Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property, except as otherwise provided herein, or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same "as is" and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by City, and without recourse as to the nature, condition or unsuitability thereof, or as to the uses to which the Property may be put.

6. UTILITIES. Lessee shall be responsible for 40% of the total cost of water for irrigation of the entire Grande Vista Park property. The City will pay a maximum of \$1,500.00 of Lessee's 40% responsibility, and any additional costs for water usage over \$1,500.00 will be billed to Lessee; and will be due and payable upon receipt of billing. The maximum amount paid by the City may be negotiated (based on usage) and agreed upon in an extension addendum provided for this Agreement.

Lessee shall pay 100% of all the charges for other utilities and services used, rendered, or supplied upon or in connection with the Property.

7. COVENANTS OF LESSEE. The Lessee hereby covenants and agrees that the Lessee shall:

- a. Pay all Rent and other payments required by this Agreement in a timely manner;
- b. At its own cost and risk, use the Property primarily as a practice and game location and related events for youth baseball and/or softball programs;
- c. Provide portable toilet facilities, at Lessee's sole expense, when the Property is

being used, if the Property does not have a park restroom;

d. Not use or occupy said Property for any unlawful purpose, and conform to and obey all present and future laws, ordinances; and all rules, regulations, permit requirements of all governmental authorities or agencies, related to the use and occupation of the Property and/or operation of business on the Property;

e. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without the prior approval required by the City. The costs of any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, required permits or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

f. Not use the Property in a way that will discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin, or any other classification under the law;

g. Not commit or suffer to be committed any waste or any nuisance on the Property; and

h. Not use or occupy the Property, or permit the same to be used or occupied, for any purpose deemed hazardous on account of fire or otherwise.

8. MUTUAL COVENANTS: It is mutually agreed by and between the City and Lessee that:

a. If Lessee pays the Rent as herein provided, and keeps, observes and performs all of the other covenants of this Agreement, the Lessee may, peaceably and quietly, have, hold, and enjoy the Property for the term stated herein;

b. The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture;

c. The City's Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the Property by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby; and

d. Any addendum, modification or amendment to this Agreement shall be negotiated and mutually agreed upon, in writing, between the City and Lessee.

9. MAINTENANCE AND IRRIGATION

a. Lessee Maintenance. Except as provided below, Lessee shall, throughout the

term of this Lease Agreement, including any extension term, and at its own cost and without any expense to the City, keep and maintain the Property in a good state of repair and acceptable, functional, sanitary and orderly condition, including, but not limited to, mowing and weed control, irrigation, routine repairs and maintenance on the Property, and all appurtenances thereto; timely removal of rubbish and trash; maintain the interior of, and appurtenances on the Property including any bleachers, concession area, restrooms; and maintain the exterior of the Property, and all appurtenances, and parking areas of the Property in a clean and safe condition.

To add, Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

b. Maintenance by City. Notwithstanding the above, in the spring, at a time determined appropriate in the City's sole discretion, the City will turn water services on up to the backflow, concessions and restrooms; and in the fall, at a time determined appropriate in the City's sole discretion, the City will turn off the water and winterize the backflow, concessions, and restrooms on the Property. If Lessee uses the Property before the City turns water services on or after the City winterizes the backflow, concessions, and restrooms, Lessee shall provide portable toilet facilities at Lessee's sole expense.

Except as stated above, the City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Property or any improvements thereon; said maintenance, repairs, replacements, etc. being the sole responsibility of the Lessee. In addition, the City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee or participants, which shall be the sole responsibility of Lessee.

Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice and ten (10) days to correct such default, the City may, but need not, enter the Property and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the Rent, and should said costs not be so paid, the City may consider this Lease Agreement to be in default.

10. RIGHT OF ENTRY. The City, through its agents or employees, shall have the right, but no obligation, to enter the Property at all reasonable hours to examine the condition of the same. There shall be no reimbursement of Rent, nor liability for any loss of occupation or quiet enjoyment occasioned by the City's entry.

11. INSURANCE REQUIREMENTS. Lessee shall, at all times during the term of this Agreement and any extensions, at Lessee's sole expense, procure and maintain comprehensive general liability insurance covering the use, occupation or condition of Property in the amount of at least One Million Dollars (\$1,000,000.00) for injury to or death of any one person per occurrence, and in the amount of Two Million Dollars (\$2,000,000.00) aggregate for injury to or death of any number of persons in one occurrence. The policy must be issued by a

company licensed to do business in the State of Montana and having at least an “A” rating in the current A.M. Best’s Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. Lessee shall annually furnish to the City the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee’s obligation under this paragraph. Providing the City of Great Falls proof of required insurance annually is a condition of this Agreement. Failure to provide insurance documentation will be a violation to this Agreement and will result in terminate of this Agreement.

12. INDEMNIFICATION. To the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses, fees and costs (including reasonable attorney fees) connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee’s use and occupancy of the Property, including use by its agents, assigns, renters, employees and others using the Property; except to the extent such damages, or claims thereof, may be due to or caused by the negligence or willful misconduct of the City, or its employees or agents and any obligation of the City shall be limited by the amounts set forth in Mont. Code Ann. §2-9-108. This indemnification shall survive the termination or expiration of this Agreement and any extensions thereof.

In addition, the City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the Property or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

13. DEFAULT. 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 as set forth below in this Agreement.

14. SUBLETTING AND ASSIGNMENT. Lessee shall not have the right to assign this Agreement or sublet the Property, or any part thereof, without the prior written permission of the City. Should the City grant such permission, any assignment or sublease shall be subject to all the provisions of this Agreement and Lessee shall continue to be bound by all the terms, conditions, and covenants provided herein. Permission given by the City to an assignment or sublease shall not be deemed to be permission given to any subsequent assignment or sublease or any release of further liability. Any assignment or sublease made without the prior written permission of the City shall be void, and shall, at the option of the City, terminate this Agreement.

15. INVALIDITY. The invalidity or ineffectiveness, for any reason, of any portion of this Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of this Agreement.

16. WAIVER. The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

17. EFFECT OF LESSEE'S HOLDING OVER. Any holding over after the expiration of the term of this Agreement shall be construed to be a tenancy from month to month, at the same Rent as required pursuant to the terms of this Agreement, prorated for monthly payments, and shall otherwise be on the terms and conditions herein specified so far as applicable.

18. BINDING EFFECT. It is mutually understood and agreed that each and every provision of this Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

19. PAYMENTS AND NOTICES. Any payments or notices required to be given under this Agreement shall be in writing and may be served on either of the parties by electronic or personal delivery or by mailing the same by registered or certified mail to the City Manager at the Civic Center, Great Falls, Montana, or to the Lessee at the address included on page 1. Notice shall be deemed to have been made within three (3) calendar days after mailing.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

21. APPLICABLE LAW, JURISDICTION, AND VENUE. This Agreement, and any extensions thereof, shall be governed by, and constructed in accordance with, the laws of the State of Montana without giving effect to the conflicts-of-laws principles thereof. The parties hereby consent to jurisdiction and venue for any litigation or dispute arising from this Agreement in the Montana State District Court in the Eighth Judicial District in and for Cascade County.

IN WITNESS WHEREOF, by signing below, the City and Lessee agree to the terms outlined in this Lease, and have caused this Lease to be executed on the latest date set forth below.

[The remainder of this page is intentionally left blank. Signature page to follow.]

CITY OF GREAT FALLS

WESTSIDE LITTLE LEAGUE

By: _____

Gregory T. Doyon, City Manager

Date: _____

Attest:

By: _____

Lisa Kunz, City Clerk

By: _____

Name: _____

Title: _____

Date: _____

(Seal of the City)

*Approved as to Form:

By: _____

David G. Dennis, City Attorney

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



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Riverside Little League Park – Riverside Little League Association

From: Park & Recreation Department

Initiated By: Jessica Compton, Park & Recreation Deputy Director

Presented By: Jessica Compton, Park & Recreation Deputy Director

Action Requested: Conduct a Public Hearing and approve the lease agreement for Riverside Little League Association Lease of City owned property located in Sacajawea Park and Riverside Little League Park.

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/not approve) a lease agreement of City owned property located in Sacajawea Park and Riverside Little League Park with the Riverside Little League Association.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission consider and approve the lease of a portion of a city park located in Sacajawea Park and Riverside Little League Park with the Riverside Little League Association.

Summary: The proposed lease with Riverside Little League Association would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with sixty (60) days written notice. The leased parkland is located in Sacajawea Park, 2900 8th St NE, Great Falls, MT and Riverside Little League Park, 3700 7th St NE, Great Falls, MT. As part of the lease agreement the lessee will oversee the overall day-to-day operations of the property, including but not limited to mowing, weed control, irrigation, repairs and general upkeep of the property.

Background: As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing

thereon and allow at least fifteen (15) days' notice of the time and place of such hearing to be published in a paper of general circulation in the City. The Notice of Public Hearing was advertised in the Great Falls Tribune on Sunday, May 11, 2025 and Sunday, May 18, 2025.

In 1997 the Park and Recreation Department did not have the staff or financial funding to start a little league program. The formation of the Riverside Little League Association was established. Over the 28 years, Park and Recreation has had a great working relationship with the Riverside Little League Association. They have provided quality youth sports and a reputation that the community has come to respect and rely on every season.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Riverside Little League Association has provided improvements to the city parkland including fencing, backstops, irrigation, turf, parking lots, buildings and restrooms. Loss of playing fields would be detrimental to the Riverside Little League Association programs.

The five-year lease includes an annual fee of \$350. The City would be responsible for water costs for irrigation, up to a maximum of one thousand five hundred dollars (\$1500) per year. The Riverside Little League Association will be responsible for 60% of total water costs for irrigation of Sacajawea Park and Riverside Little League Park less the \$1500 deduction. The variance in the stipend amounts reflects the specific water usage arrangements at each park. Clubs that are given the \$1,500 maximum stipend are sharing water meters with neighboring park land. In these cases, the water bill is divided based on the percentage of the area that is dedicated to baseball fields versus general park property. This ensures that the clubs are only responsible for the portion of water that is actually used for their fields, rather than the entire park's water consumption. This system was designed to ensure fairness and accuracy in billing, based on actual water consumption and the extent of shared resources.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. During the April 14, 2025 Park and Recreation Advisory Board meeting board members were given the opportunity to consider this renewal. The Park Advisory Board voted to recommend that the City Commission approve this lease agreement.

Fiscal Impact: The \$350.00 annual lease payment will go to the General Fund.

Alternatives: The alternative would be to not approve the lease and require the groups to find other options to conduct their activities.

Attachments/Exhibits: Riverside Little League Lease Agreement

LEASE AGREEMENT

This AGREEMENT is made effective the 1st day of January, 2025, by and between the **CITY OF GREAT FALLS**, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "**City**" and **RIVERSIDE LITTLE LEAGUE**, a Montana non-profit corporation with a mailing address of P.O. Box 481, Black Eagle, Montana 59414, hereinafter, the "**Lessee.**"

W I T N E S S E T H:

WHEREAS, the City and Lessee entered into a Lease Agreement dated March 2, 2020, for use of a portion of City owned property described as Riverside Little League/Baseball Field (hereinafter refer to as the ("**Property**"), located in Sacajawea Park at 2900 8th Street NE, Great Falls, Montana (the "**2020 Lease**");

WHEREAS, the term of the 2020 Lease was for five (5) years effective January 1, 2020 and expiring December 31, 2024. The 2020 Lease stated the City, in its sole discretion, may grant and extension of the 2020 Lease with any conditions and covenants to be negotiated;

WHEREAS, due to the expiration of the 2020 Lease in December of 2024 and the grant of an extension not having a specific time, the City elected, with the consent of Lessee, to enter into an updated lease for the Property;

WHEREAS, this updated Lease Agreement complies with Title 3, Chapter 4 of the Official Code of the City of Great Falls (OCCGF). This Lease is excepted from the public bidding process pursuant to OCCGF § 3.4.050;

WHEREAS, the City desires to enter into a lease agreement with Lessee to lease the Property, for the purpose of hosting youth baseball and/or softball practices, games and related events;

WHEREAS, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

NOW THEREFORE, the parties do hereby covenant and agree as follows:

1. RECITALS. The City and Lessee agree that the above Recitals shall be incorporated as agreed upon terms within this Agreement.

2. LEASE. The City, for and in consideration of the Rent amount to be paid and the agreement to be performed by each party, does hereby lease, and let unto the Lessee the Property as described above in the Recitals.

3. TERM. The term of the lease will be for a period of five (5) years from January 1, 2025 to December 31, 2029. The term may be renewed for one (1) additional five (5) year term, beginning on January 1, 2030 and ending on December 31, 2034, unless a party gives the other

party written notice of non-renewal on or before October 1, 2029. If the parties agree upon revised or additional terms an extension addendum shall be executed by the parties.

Notwithstanding the above term, this Agreement is terminated if Lessee's use of the Property ceases to be for a public purpose. In such event, the use of the Property immediately reverts to the City of Great Falls. Further this Agreement may be terminated prior to the expiration as provided herein by either party giving written notice to the other of not less than sixty (60) days. Upon the expiration or termination of this Agreement and any extension thereof, Lessee shall leave the Property in as good condition as received, except for reasonable wear and tear.

4. RENT. In consideration therefore, the Lessee agrees to pay the City \$350.00 annually for the duration of the first five years of this Agreement. Rent for the second five years of this Agreement may be negotiated and agreed upon in an extension addendum provided for in Paragraph 3. Said Rent shall be paid upon execution of this Agreement, and shall be paid on or before January 2nd of each thereafter.

5. ACCEPTANCE OF CONDITION. Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property, except as otherwise provided herein, or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same "as is" and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by City, and without recourse as to the nature, condition or unsuitability thereof, or as to the uses to which the Property may be put.

6. UTILITIES. Lessee shall be responsible for 60% of the total cost of water for irrigation of the entire Sacajawea Park property. The City will pay a maximum of \$1,500.00 of Lessee's 60% responsibility, and any additional costs for water usage over \$1,500.00 will be billed to Lessee; and will be due and payable upon receipt of billing. The maximum amount paid by the City may be negotiated (based on usage) and agreed upon in an extension addendum provided for this Agreement.

Lessee shall pay 100% of all the charges for other utilities and services used, rendered, or supplied upon or in connection with the Property.

7. COVENANTS OF LESSEE. The Lessee hereby covenants and agrees that the Lessee shall:

- a. Pay all Rent and other payments required by this Agreement in a timely manner;
- b. At its own cost and risk, use the Property primarily as a practice and game location and related events for youth baseball and/or softball programs;
- c. Provide portable toilet facilities, at Lessee's sole expense, when the Property is

being used, if the Property does not have a park restroom;

d. Not use or occupy said Property for any unlawful purpose, and conform to and obey all present and future laws, ordinances; and all rules, regulations, permit requirements of all governmental authorities or agencies, related to the use and occupation of the Property and/or operation of business on the Property;

e. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without the prior approval required by the City. The costs of any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, required permits or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

f. Not use the Property in a way that will discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin, or any other classification under the law;

g. Not commit or suffer to be committed any waste or any nuisance on the Property; and

h. Not use or occupy the Property, or permit the same to be used or occupied, for any purpose deemed hazardous on account of fire or otherwise.

8. MUTUAL COVENANTS: It is mutually agreed by and between the City and Lessee that:

a. If Lessee pays the Rent as herein provided, and keeps, observes and performs all of the other covenants of this Agreement, the Lessee may, peaceably and quietly, have, hold, and enjoy the Property for the term stated herein;

b. The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture;

c. The City's Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the Property by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby; and

d. Any addendum, modification or amendment to this Agreement shall be negotiated and mutually agreed upon, in writing, between the City and Lessee.

9. MAINTENANCE AND IRRIGATION

a. Lessee Maintenance. Except as provided below, Lessee shall, throughout the

term of this Lease Agreement, including any extension term, and at its own cost and without any expense to the City, keep and maintain the Property in a good state of repair and acceptable, functional, sanitary and orderly condition, including, but not limited to, mowing and weed control, irrigation, routine repairs and maintenance on the Property, and all appurtenances thereto; timely removal of rubbish and trash; maintain the interior of, and appurtenances on the Property including any bleachers, concession area, restrooms; and maintain the exterior of the Property, and all appurtenances, and parking areas of the Property in a clean and safe condition.

To add, Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

b. Maintenance by City. Notwithstanding the above, in the spring, at a time determined appropriate in the City's sole discretion, the City will turn water services on up to the backflow, concessions and restrooms; and in the fall, at a time determined appropriate in the City's sole discretion, the City will turn off the water and winterize the backflow, concessions, and restrooms on the Property. If Lessee uses the Property before the City turns water services on or after the City winterizes the backflow, concessions, and restrooms, Lessee shall provide portable toilet facilities at Lessee's sole expense.

Except as stated above, the City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Property or any improvements thereon; said maintenance, repairs, replacements, etc. being the sole responsibility of the Lessee. In addition, the City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee or participants, which shall be the sole responsibility of Lessee.

Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice and ten (10) days to correct such default, the City may, but need not, enter the Property and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the Rent, and should said costs not be so paid, the City may consider this Lease Agreement to be in default.

10. RIGHT OF ENTRY. The City, through its agents or employees, shall have the right, but no obligation, to enter the Property at all reasonable hours to examine the condition of the same. There shall be no reimbursement of Rent, nor liability for any loss of occupation or quiet enjoyment occasioned by the City's entry.

11. INSURANCE REQUIREMENTS. Lessee shall, at all times during the term of this Agreement and any extensions, at Lessee's sole expense, procure and maintain comprehensive general liability insurance covering the use, occupation or condition of Property in the amount of at least One Million Dollars (\$1,000,000.00) for injury to or death of any one person per occurrence, and in the amount of Two Million Dollars (\$2,000,000.00) aggregate for injury to or death of any number of persons in one occurrence. The policy must be issued by a

company licensed to do business in the State of Montana and having at least an “A” rating in the current A.M. Best’s Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. Lessee shall annually furnish to the City the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee’s obligation under this paragraph. Providing the City of Great Falls proof of required insurance annually is a condition of this Agreement. Failure to provide insurance documentation will be a violation to this Agreement and will result in terminate of this Agreement.

12. INDEMNIFICATION. To the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses, fees and costs (including reasonable attorney fees) connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee’s use and occupancy of the Property, including use by its agents, assigns, renters, employees and others using the Property; except to the extent such damages, or claims thereof, may be due to or caused by the negligence or willful misconduct of the City, or its employees or agents and any obligation of the City shall be limited by the amounts set forth in Mont. Code Ann. §2-9-108. This indemnification shall survive the termination or expiration of this Agreement and any extensions thereof.

In addition, the City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the Property or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

13. DEFAULT. 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 as set forth below in this Agreement.

14. SUBLETTING AND ASSIGNMENT. Lessee shall not have the right to assign this Agreement or sublet the Property, or any part thereof, without the prior written permission of the City. Should the City grant such permission, any assignment or sublease shall be subject to all the provisions of this Agreement and Lessee shall continue to be bound by all the terms, conditions, and covenants provided herein. Permission given by the City to an assignment or sublease shall not be deemed to be permission given to any subsequent assignment or sublease or any release of further liability. Any assignment or sublease made without the prior written permission of the City shall be void, and shall, at the option of the City, terminate this Agreement.

15. INVALIDITY. The invalidity or ineffectiveness, for any reason, of any portion of this Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of this Agreement.

16. WAIVER. The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

17. EFFECT OF LESSEE'S HOLDING OVER. Any holding over after the expiration of the term of this Agreement shall be construed to be a tenancy from month to month, at the same Rent as required pursuant to the terms of this Agreement, prorated for monthly payments, and shall otherwise be on the terms and conditions herein specified so far as applicable.

18. BINDING EFFECT. It is mutually understood and agreed that each and every provision of this Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

19. PAYMENTS AND NOTICES. Any payments or notices required to be given under this Agreement shall be in writing and may be served on either of the parties by electronic or personal delivery or by mailing the same by registered or certified mail to the City Manager at the Civic Center, Great Falls, Montana, or to the Lessee at the address included on page 1. Notice shall be deemed to have been made within three (3) calendar days after mailing.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

21. APPLICABLE LAW, JURISDICTION, AND VENUE. This Agreement, and any extensions thereof, shall be governed by, and constructed in accordance with, the laws of the State of Montana without giving effect to the conflicts-of-laws principles thereof. The parties hereby consent to jurisdiction and venue for any litigation or dispute arising from this Agreement in the Montana State District Court in the Eighth Judicial District in and for Cascade County.

IN WITNESS WHEREOF, by signing below, the City and Lessee agree to the terms outlined in this Lease, and have caused this Lease to be executed on the latest date set forth below.

[The remainder of this page is intentionally left blank. Signature page to follow.]

CITY OF GREAT FALLS

RIVERSIDE LITTLE LEAGUE

By: _____

Gregory T. Doyon, City Manager

Date: _____

Attest:

By: _____

Lisa Kunz, City Clerk

By: _____

Name: _____

Title: _____

Date: _____

(Seal of the City)

*Approved as to Form:

By: _____

David G. Dennis, City Attorney

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



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract: Lift Station 4 Upgrades and Replacement, OF 1817.2

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a construction contract in the amount of \$1,289,952.30 to Geranios Enterprises, Inc. for the Lift Station 4 Upgrades and Replacement project, and authorize the City Manager to execute the contract documents.”

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

Staff Recommendation: Award the Construction Contract to Geranios Enterprises, Inc in the amount of \$1,289,952.30.

Summary:

This project makes improvements to Lift Station 4 (LS4), replacing existing wet well and pump apparatuses to provide additional capacity, reliability, and flowability of sanitary sewer from the Electric City Water Park and neighboring businesses.

Background:

LS4 was built in 1977 to serve as the sewage lift station for the area in the vicinity of Mitchell Pool. Due to expansions such as the wave pool and splash pad at the current Electric City Water Park, LS4 is operating near or over capacity during the waterpark’s summer season. At the February 20, 2024 Commission meeting, City Commission approved a *Professional Service Agreement* with Advanced Engineering and Environmental Services (AE2S) to design, facilitate bidding, and provide construction phase services of the LS4 project. The improvements designed by AE2S incorporate all components of the lift station, such as the wet well, sump pumps, valve vault, piping, mechanical connections, electrical modifications, site restoration, and provision of a portable generator to ensure adequate demand is met during peak season and in the event of a power outage.

Significant Impacts:

All phases of construction are tentatively planned to occur during seasonal shutdown of the waterpark. If work is necessary while the waterpark is operational, safety factors such as fencing and barricades around the construction area will be in place with no disruption to waterpark visitors.

Workload Impacts:

AE2S designed the project and will perform contract administration and project inspection.

Purpose:

Increase capacity of LS4 to improve efficiency of the sanitary sewer collection from Electric City Waterpark, New City Church, and Pacific Steel and Recycling's office complex.

Project Work Scope: See attached Project Summary Sheet

Evaluation and Selection Process: This project was advertised on April 6, 2025, April 13, 2025, and April 27, 2025. Two bids were received on May 7, 2025. Geranios Enterprises, Inc was selected based on the lowest responsive bid and executed all necessary bid documents.

Conclusion:

This project has been prioritized to assist with increased demand due to the continual growth of Electric City Water Park and surrounding development.

Fiscal Impact: This project is selected and prioritized in accordance with the Public Works Capital Improvements Program and is budgeted using available funds from the Storm Enterprise Fund.

Alternatives: The City Commission could vote to cancel or deny the award of the construction contract or re-bid the project at a later date. These motions could risk disruptions to components within the Electric City Waterpark and require staff to monitor and respond to capacity service alarms.

Attachments/Exhibits:

Project Summary Sheet
Bid Tabulation

PROJECT SUMMARY SHEET:
Lift Station 4 Upgrades and Replacement, O.F. 1817.2
FY 2026 Capital Improvement Plan
Current as of: May 7, 2025

Description: Remove existing dry well Lift Station 4 near Electric City Water Park. Replace with new wet well and add backup generator

Justification: Existing lift station is under sized, approximately 50 years old and unable to meet current peak demand times. New kid's splash pad at the water park increased demand 80 – 100 gallons per minute.

Scope: New wet well; new electrical control; redundant pump; dry well with discharge control (backflow preventer, pressure gauge, and valves). Back up emergency generator with automatic transfer switch

Added to CIP: 1st Half FY2024

CIP Timeline: Behind

Cost:

- CIP programmed \$272K/FY24, 1.6M/FY26
- Current Working Estimate: ~~\$1.472M~~ \$1.563M
- Awarded Cost: \$1,289,952.30
- Final Cost: TBD

Funding Source(s): Utilities (Sewer Treatment Fund)

- Funding Match Requirements: N/A

Planned Execution Method: Design-Bid-Build

Planned Construction CY: ~~Summer/Fall 2024~~, Spring/Fall 2025

Current Project Stage (Estimated Completion Date): Planning (March 2024), Design (Spring 2024), Construction (2024)(2025), Warranty (2027)

- Design Method: Consultant
- Contractor: (TBD)

Map & Site Pictures:

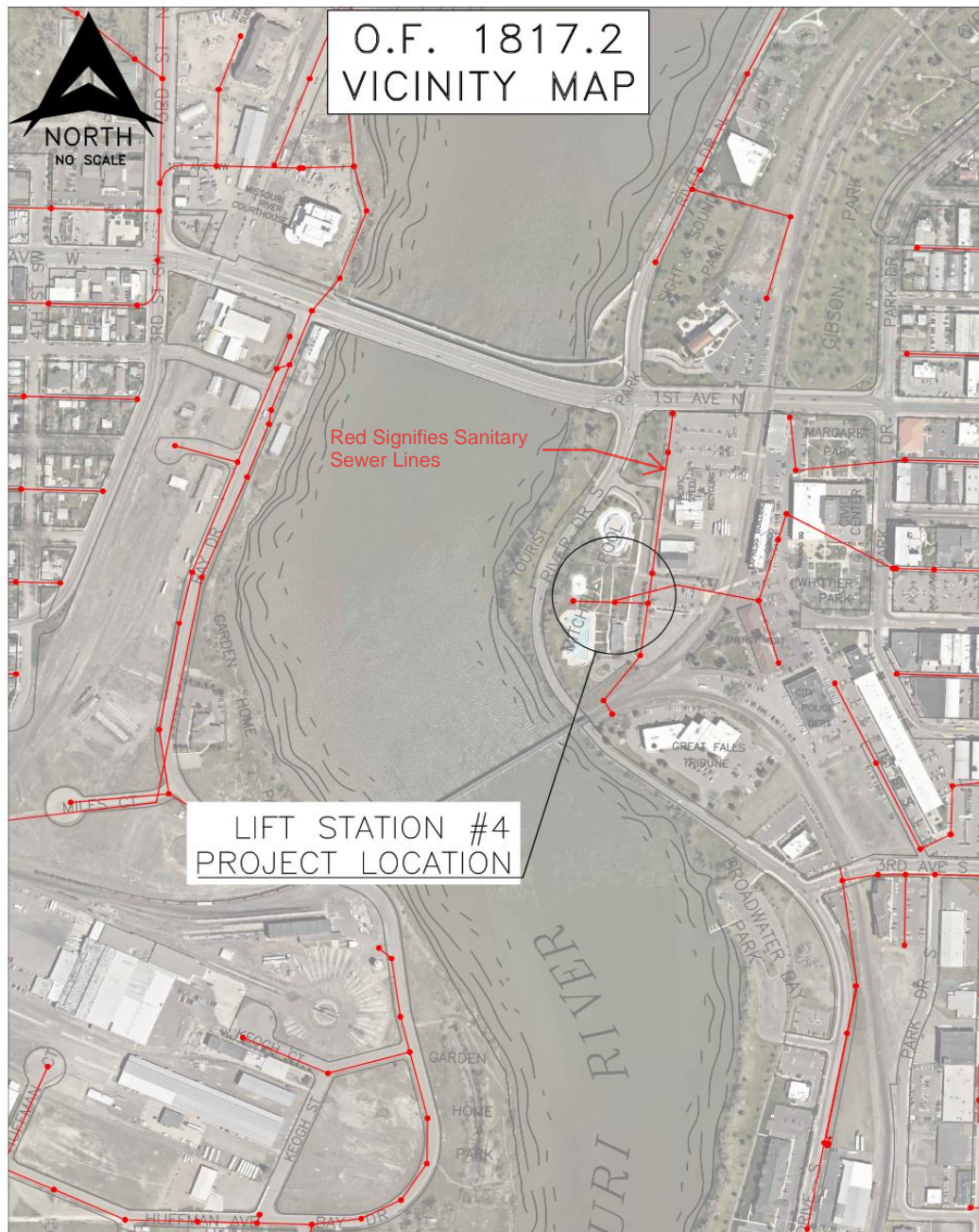
Electrical Connections



Lift Station



PROJECT SUMMARY SHEET:
Lift Station 4 Upgrades and Replacement, O.F. 1817.2
FY 2026 Capital Improvement Plan
Current as of: May 7, 2025



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

BID TABULATION SUMMARY

OF 1817.2 GREAT FALLS LS#4 IMPROVEMENTS

BIDS TAKEN AT CIVIC CENTER
DATE: 7-MAY-25
TABULATED BY: ROSA HUGG

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	ACKNOWLEDGE ADD. #3	10% BID SECURITY	ADDIDAVIT OF NON-COLLUSION	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	WESTERN MUNICIPAL CONSTRUCTION 5855 ELYSIAN ROAD GERANIOS ENTERPRISES, INC. 320A CENTRAL AVE	X	X	X	X	X	X	X	\$1,372,200.00
2		X	X	X	X	X	X	X	\$1,289,952.30
3									
4									
5									
6									
7									
8									
9									
10									



Commission Meeting Date: May 20th, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of a Community Development Block Grant (CDBG) Funding Agreement for the Leland Apartments Bug Removal Project and Trash Removal Project

From: Finance Department

Initiated By: Finance Department

Presented By: Sylvia Tarman, CDBG Administrator

Action Requested: Approval of two CDBG Funding Agreements to Rebuild Great Falls.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the CDBG Funding Agreement in the amount of \$20,100.00 to Rebuild Great Falls for the Leland Apartments Bug Removal Project, and authorize the City Manager to execute the grant agreement.”

And

“I move that the City Commission (approve/not approve) the CDBG Funding Agreement in the amount of \$64,970.00 to Rebuild Great Falls for the Leland Apartments Trash Removal Project, and authorize the City Manager to execute the grant agreement.”

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

Staff Recommendation: Staff recommends approval of the requested CDBG Funding Agreement for an amount of \$20,100.00 to Rebuild Great Falls for the Leland Apartments Bug Removal Project, and an amount of \$64,970.00 for the Leland Apartments Trash Removal Project.

Summary: Rebuild Great Falls, a non-profit organization, has purchased the Leland Apartments at 718-726 1st Ave N. These historic apartment buildings currently have 62 existing available units, all of which are currently renting at Section 8 rates or below. Thus, the building exclusively rents to low-moderate income residents. The Rebuild Great Falls is proposing to rehabilitate all three buildings over five phases. This process will entail renovating the empty units, moving existing residents into the renovated units, then renovating the newly vacated units, therefore no residents will be displaced during this process. Rebuild Great Falls intends to keep the rents under the affordability range for low-moderate

income levels after the rehabilitation project is complete. Rebuild intends to work with the City and the CDBG program through the entirety of the project.

The buildings are currently in a state of disrepair, and constitute blighted conditions. These projects intend to bring the standard of living up to modern standards for safety and cleanliness. For those reasons, these projects are eligible for CDBG funding under blight removal and providing a suitable living environment for low-moderate income individuals. Currently there is a large bed bug infestation problem, as well as cockroaches present throughout the buildings. In order to get contractors in to secure the buildings, as well as provide relief for the residents, Rebuild wants to procure bug removal services. Rebuild secured quotes for this effort, and intends to work with a local service who has worked in the building before. This effort will be a comprehensive service with 5-6 applications over 6 months, to hopefully fully eradicate the pest issues rather than just spot treating.

The Leland Apartments also suffer from a severe buildup of trash and debris. Many of the units have been used as storage that was never cleaned out. Many of the hallways and common areas have a buildup of trash and structural debris that has fallen down, but never removed. The exterior spaces and garages have also built up trash from residents throwing trash out there or from non-residents camping around the building. Cleaning out these areas will open up accessibility to common areas for the residents, as well as enabling the next phase of remodels to begin.

Rebuild Great Falls has requested \$20,100.00 to complete the bug removal project and \$64,970.00 for the trash removal project, both of which will improve the living conditions for the tenants now and enabling the next phase of the project to be planned.

Fiscal Impact: Rebuild Great Falls has requested \$20,100.00 to complete the bug removal project and \$64,970.00 for the trash removal project. This enables both projects to move forward now. The City has sufficient CDBG reserves to fund this project.

Alternatives: If the Commission were to reject the proposed funding agreement, this project would most likely be postponed in order to secure alternate funding.

Concurrences: Staff from Finance and the CDBG Review Committee reviewed the application and project, and concurred that the project was eligible and recommended for funding.

Attachments/Exhibits:

2024/2025 City of Great Falls – Rebuild Great Falls Funding Agreement for Bug Removal

2024/2025 City of Great Falls – Rebuild Great Falls Funding Agreement for Trash Removal

CITY OF GREAT FALLS
2024/2025 Community Development Block Grant Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND REBUILD GREAT FALLS

Rebuild Great Falls, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **20th day of May, 2025** .

SECTION 1 – PROJECT DESCRIPTION

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

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of **\$20,100.00** .
- B. Personnel assigned to scope of work includes: **Cole Butcher, Vice President**
Contact Information: **Cole.Butcher@agwestfc.com**
- C. The project scope will include **insect infestation remediation, through 5-6 applications over 6 months**. The project will be implemented during the time period of **May 20 to December 31, 2025**.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to **January 31, 2026**. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by **January 5, 2026**. Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

NATIONAL OBJECTIVE

The CDBG national objective most pertinent to the proposed project is **to provide a suitable living environment for low and moderate income individuals on an individual basis, as well as providing slum and blight removal**.

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

The project will address the national objective by **providing a suitable living environment via sustainability by promoting a livable community**.

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE:

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

B. INDEMNIFICATION:

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

C. SUSPENSION/TERMINATION/REIMBURSEMENT:

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

1. 2 CFR 200.338 Remedies for Noncompliance

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

accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

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

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

D. REVERSION OF ASSETS:

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

E. TERM OF THE AGREEMENT:

- 1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on **December 31, 2025**, whichever is later.
- 2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

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

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT:

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

B. DOCUMENTATION AND RECORD-KEEPING:

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

2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before **May 20th, 2025**, and will cover the period from **May 20th, 2025** through **December 31, 2025** unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

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

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City. Grantees shall obligate the funds (ie. execute a contract to complete the project) within **90 days** of executed agreement, and submit a draw request for payment within **180 days** of executed agreement. The City reserves the right to rescind the award if these milestones are not met.

3. Progress Reports

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

D. PROCUREMENT:

1. Federal Standards

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

2. Compliance

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

E. OTHER PROGRAM REQUIREMENTS:

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

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

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

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance

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

2. Nondiscrimination

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

B. AFFIRMATIVE ACTION:

1. W/MBE

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

2. Access to Records

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

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

3. EEO Statement

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

4. Subcontract Provisions

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

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

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

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

2. Section 3 Clause

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

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income

persons, particularly persons who are recipients of HUD assistance for housing.

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

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

D. CONDUCT:

1. Assignability

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

2. Subcontracts

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

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

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

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

3. Conflict of Interest

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

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

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

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

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

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

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

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

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

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

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

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

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

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

4. Religious Organization

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

5. Political Activities and Lobbying

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

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

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

APPROVED BY: THE CITY OF GREAT FALLS:

Gregory T. Doyon, City Manager

DATE: _____

ATTEST:
(Seal of the City)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney *

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

APPROVED BY: **Rebuild Great Falls**

Cole Butcher, Vice President

CITY OF GREAT FALLS
2024/2025 Community Development Block Grant Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND REBUILD GREAT FALLS

Rebuild Great Falls, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **20th day of May, 2025** .

SECTION 1 – PROJECT DESCRIPTION

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

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of **\$64,970.00** .
- B. Personnel assigned to scope of work includes: **Cole Butcher, Vice President**
Contact Information: **Cole.Butcher@agwestfc.com**
- C. The project scope will include **trash removal throughout the building, over 3-5 months, including: removal of all of accessible debris from vacant units, common areas, hallways and closets, and in some of the storage units as available.** The project will be implemented during the time period of **May 20 to December 31, 2025.**
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to **January 31, 2026.** Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by **January 5, 2026.** Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

NATIONAL OBJECTIVE

The CDBG national objective most pertinent to the proposed project is **to provide a suitable living environment for low and moderate income individuals on an individual basis, as well as providing slum and blight removal.**

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

The project will address the national objective by **providing a suitable living environment via sustainability by promoting a livable community.**

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE:

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

B. INDEMNIFICATION:

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

C. SUSPENSION/TERMINATION/REIMBURSEMENT:

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

1. 2 CFR 200.338 Remedies for Noncompliance

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

accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

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

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

D. REVERSION OF ASSETS:

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

E. TERM OF THE AGREEMENT:

- 1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on **December 31, 2025**, whichever is later.
- 2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

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

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT:

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

B. DOCUMENTATION AND RECORD-KEEPING:

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

2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before **May 20th, 2025**, and will cover the period from **May 20th, 2025** through **December 31, 2025** unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

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

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City. Grantees shall obligate the funds (ie. execute a contract to complete the project) within **90 days** of executed agreement, and submit a draw request for payment within **180 days** of executed agreement. The City reserves the right to rescind the award if these milestones are not met.

3. Progress Reports

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

D. PROCUREMENT:

1. Federal Standards

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

2. Compliance

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

E. OTHER PROGRAM REQUIREMENTS:

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

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

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

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance

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

2. Nondiscrimination

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

B. AFFIRMATIVE ACTION:

1. W/MBE

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

2. Access to Records

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

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

3. EEO Statement

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

4. Subcontract Provisions

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

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

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

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

2. Section 3 Clause

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

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income

persons, particularly persons who are recipients of HUD assistance for housing.

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

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

D. CONDUCT:

1. Assignability

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

2. Subcontracts

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

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

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

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

3. Conflict of Interest

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

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

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

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

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

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

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

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

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

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

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

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

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

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

4. Religious Organization

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

5. Political Activities and Lobbying

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

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

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

APPROVED BY: THE CITY OF GREAT FALLS:

Gregory T. Doyon, City Manager

DATE: _____

ATTEST:
(Seal of the City)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney *

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

APPROVED BY: **Rebuild Great Falls**

Cole Butcher, Vice President



Commission Meeting Date: May 20th, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of a Community Development Block Grant (CDBG) Funding Agreement for the Lewis & Clark ADA Playground Project.

From: Finance Department

Initiated By: Finance Department

Presented By: Sylvia Tarman, CDBG Administrator

Action Requested: Approval of the CDBG Funding Agreement in the amount of \$153,777.00 to Lewis & Clark Elementary School.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the CDBG Funding Agreement in the amount of \$153,777.00 with Lewis & Clark Elementary School for the Lewis & Clark ADA Playground Project, and authorize the City Manager to execute the grant agreement.”

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

Staff Recommendation: Staff recommends approval of the requested CDBG Funding Agreement for an amount of \$153,777.00 to Lewis & Clark Elementary School for the Lewis & Clark ADA Playground Project.

Summary: Lewis & Clark Elementary has submitted a grant request to supplement and complete their fundraising efforts to install an ADA compliant playground on the south side of the school. This effort will serve to help remove architectural barriers for the students who attend the school and who live in the neighborhood. This project is also eligible on an area benefit basis, as the school sits within a low-to-moderate income area designated by HUD. HUD designates an area as low-to-moderate income if 51% or more of the residents in that area earn less than 80% of the median income for the region.

The project entails installing an ADA compliant playground system, including a jungle gym with ramps and slides, swings, and various other features. The project will also include installing poured-in-place surface and engineered wood fiber surfacing. The playground will be open to the public at all times for neighborhood use. The Lewis & Clark PTA association has been doing fundraising for 2 years for this project, and will utilize those funds to complete the project total. Lewis & Clark has requested \$153,777 to complete the project budget, and plans to complete the project in the Summer of 2025.

Fiscal Impact: Lewis & Clark has requested \$153,777 in CDBG funds to supplement their fundraising efforts for this project. This enables the project to move forward now. The City has sufficient CDBG reserves to fund this project.

Alternatives: If the Commission were to reject the proposed funding agreement, this project would most likely be postponed in order to continue fundraising efforts to complete the project.

Concurrences: Staff from Finance and the CDBG Review Committee reviewed the application and project, and concurred that the project was eligible and recommended for funding.

Attachments/Exhibits:

2024/2025 City of Great Falls – Lewis & Clark Funding Agreement

CITY OF GREAT FALLS
2024/2025 Community Development Block Grant Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND LEWIS & CLARK ELEMENTARY

Lewis & Clark Elementary, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this 20th day of May, **2025** .

SECTION 1 – PROJECT DESCRIPTION

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

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of **\$153,777.00**.
- B. Personnel assigned to scope of work includes: **Ben Jaques, Principal**
Contact Information: **ben_jaques@gfps.k12.mt.us**
- C. The project scope will include **purchase and installation of an ADA compliant playground system, including poured-in-place surfacing and engineered wood fiber surfacing**. The project will be implemented during the time period of **May 20 to August 22, 2025**.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to **November 30, 2025**. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by **September 30, 2025**. Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

NATIONAL OBJECTIVE

The CDBG national objective most pertinent to the proposed project is **to provide a suitable living environment for low and moderate income individuals on an LMA basis**.

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

The project will address the national objective by **providing a suitable living environment through availability and accessibility**.

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE:

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

B. INDEMNIFICATION:

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

C. SUSPENSION/TERMINATION/REIMBURSEMENT:

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

1. 2 CFR 200.338 Remedies for Noncompliance

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

accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

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

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in § 200.343 Closeout and § 200.344 Post-closeout adjustments and continuing responsibilities.
- D. REVERSION OF ASSETS:
1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
 2. The Grantee agrees to the following:
 - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
 - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
 - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
 - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.
- E. TERM OF THE AGREEMENT:
1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on **November 30, 2025**, whichever is later.
 2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.
- F. PUBLICATIONS:

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

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT:

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

B. DOCUMENTATION AND RECORD-KEEPING:

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

2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before **May 20th, 2025**, and will cover the period from **May 20th, 2025** through **November 30, 2025** unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

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

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City. Grantees shall obligate the funds (ie. execute a contract to complete the project) within **90 days** of executed agreement, and submit a draw request for payment within **180 days** of executed agreement. The City reserves the right to rescind the award if these milestones are not met.

3. Progress Reports

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

D. PROCUREMENT:

1. Federal Standards

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

2. Compliance

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

E. OTHER PROGRAM REQUIREMENTS:

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

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

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

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance

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

2. Nondiscrimination

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

B. AFFIRMATIVE ACTION:

1. W/MBE

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

2. Access to Records

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

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

3. EEO Statement

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

4. Subcontract Provisions

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

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

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

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

2. Section 3 Clause

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

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income

persons, particularly persons who are recipients of HUD assistance for housing.

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

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

D. CONDUCT:

1. Assignability

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

2. Subcontracts

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

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

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

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

3. Conflict of Interest

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

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

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

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

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

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

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

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

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

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

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

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

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

4. Religious Organization

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

5. Political Activities and Lobbying

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

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

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

APPROVED BY: THE CITY OF GREAT FALLS:

Gregory T. Doyon, City Manager

DATE: _____

ATTEST:
(Seal of the City)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney *

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

APPROVED BY: **Lewis & Clark Elementary**

Ben Jaques, Principal



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of a Community Development Block Grant (CDBG-CV) Funding Agreement for the YWCA Bathroom Remodel Project.

From: Finance Department

Initiated By: Finance Department

Presented By: Sylvia Tarman, CDBG Administrator

Action Requested: Approval of CDBG-CV Funding Agreement in the amount of \$329,000

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the CDBG-CV Funding Agreement in the amount of \$329,000.00 with the YWCA for the Bathroom Remodel Project, and authorize the City Manager to execute the grant agreement.”

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

Staff Recommendation: Staff recommends approval of the requested CDBG-CV Funding Agreement.

Summary: YWCA has submitted a request for \$329,000 of CDBG-CV funds for the remodel of their bathroom facilities at the main administrative building and the Mercy Home, which is an emergency shelter for survivors of domestic abuse. These facilities serve women, children, and families that are primarily low-moderate income, and are high traffic communal spaces. This project qualifies for CDBG-CV funds, as it responds to CDC recommendations for infection control in shared spaces to reduce the spread of infectious diseases, as well as supporting low-moderate income individuals.

The project entails renovating the shared bathrooms by installing hands-free fixtures, improving ventilation with new exhaust fans, installing anti-microbial surfaces, adding floor to ceiling enclosures increasing social distancing capabilities, as well as installing accessibility improvements. These improvements will enhance public health in shared spaces, and help to mitigate current and future infectious disease impacts.

The proposed project was evaluated by City Staff and the CDBG Review Committee for funding eligibility. The proposal is in compliance with all program requirements because it serves low to moderate income persons by providing a Public Service that is responding to the pandemic and possible future outbreaks.

Fiscal Impact: The City was awarded \$711,890 in CDBG-CV funds in 2020. The City has allocated all but \$329,441.96. These funds need to be expended by July of 2026, or they will need to be returned to HUD. This project will essentially utilize the remaining CDBG-CV funding.

Alternatives: If the Commission were to reject the proposed funding agreement, City Staff would have to try and identify another project to utilize the remaining CDBG-CV funds rather quickly, which has proved difficult.

Concurrences: Staff from the Finance Department have coordinated with HUD staff out of the Denver office to ensure the eligibility of this request.

Attachments/Exhibits:

2024/2025 CDBG-CV YWCA Funding Agreement

CITY OF GREAT FALLS
2024/2025 Community Development Block Grant Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND
YWCA GREAT FALLS

YWCA Great Falls, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **20th day of May, 2025.**

SECTION 1 – PROJECT DESCRIPTION

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

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of **\$329,000.00**. The special allocation of CDBG, known as CDBG-CV, was authorized on March 27, 2020, when the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. The PY20 CDBG-CV funds were awarded to the City of Great Falls by HUD on July 23, 2020.
- B. Personnel assigned to scope of work includes: Sandi Flipowicz
Contact Information: sandif.ywca@gmail.com (406)452-1315
- C. The project scope will include **updating and renovating the shared bathroom facilities at both the YWCA Great Falls and YWCA Mercy Home facilities. These restrooms serve women, children, and families in crisis—most of whom are low- to moderate-income (LMI) individuals—and are high-traffic, communal-use spaces. This project aligns with CDC recommendations for shared bathroom infection control and will significantly reduce the spread of infectious diseases by installing hands-free devices, improving ventilation, and completing accessibility improvements.** The project will be implemented during the time period of **May 2025 to December 2025.**
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to April 30, 2026. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by April 1st, 2026. Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

NATIONAL OBJECTIVE

The CDBG national objective most pertinent to the proposed project is to benefit low and

moderate income individuals by providing safer and cleaner bathroom facilities which will assist in providing a suitable living environment.

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

The project will address the national objective by **providing a suitable living environment via availability/accessibility to cleaner and safer facilities for low income individuals.**

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE:

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570. These are the HUD regulations concerning the CDBG program. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Additionally all regulations under 2 CFR 200 apply and the Federal Register Notice FR-6218-N-01.

B. INDEMNIFICATION:

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

C. SUSPENSION/TERMINATION/REIMBURSEMENT:

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

1. 2 CFR 200.338 Remedies for Noncompliance

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

2. 2 CFR 200.339 Termination

- a. The Federal award may be terminated in whole or in part as follows:
 - 1. By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - 2. By the Federal awarding agency or pass-through entity for cause;
 - 3. By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the

termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

4. By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- b. When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
1. The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either –
 - i. Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
 - ii. Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
 2. If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
 - i. Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - ii. Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
 3. Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven

calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

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

D. REVERSION OF ASSETS:

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

E. TERM OF THE AGREEMENT:

- 1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on June 30, 2022, whichever is later.

2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

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

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT:

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

B. DOCUMENTATION AND RECORD-KEEPING:

1. The Grantee agrees to maintain all records required by the Federal regulation specified in 24 *CFR Part 570.506*, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - d. Financial records as required by *24 CFR Part 570.502*, and *2 CFR Part 200*; and
 - e. Other records necessary to document compliance with Subpart K of *24 CFR 570*.
- 2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
- 3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before July 31, 2022, and will cover the period from May, 2021 through June 30, 2022 unless otherwise specified by the City.
- 4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
- 5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
- 6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
- 7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with *24 CFR 570 Part 570.502(b)(vii)*. On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.

8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income
The Grantee agrees that this CDBG activity, as proposed, generates no program income as defined in 24 CFR 570.500(a) and therefore, the requirements of 24 CFR 570.504 are not applicable to this project. This paragraph does not nullify any of the requirements described in Section 2-D of this Agreement.
2. Payment Procedures
The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City.
3. Progress Reports
The Grantee shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

D. PROCUREMENT:

1. Federal Standards
The Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 215.40, Procurement Standards.
2. Compliance
The Grantee agrees to comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided therein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

E. OTHER PROGRAM REQUIREMENTS:

1. The Grantee shall carry out the activities under this contract in compliance with all Federal laws and regulations as described in *24 CFR 570 Subpart K*:
 - (1) 570.600, General;
 - (2) 570.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99;
 - (3) 570.602, Section 109 of the Act;
 - (4) 570.603, Labor Standards;
 - (5) 570.604, Environmental Standards;
 - (6) 570.605, National Flood Insurance Program;
 - (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
 - (8) 570.607, Employment and Contracting Opportunities;
 - (9) 570.608, Lead-Based Paint;
 - (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
 - (11) 570.610, Uniform Administrative Requirements and Cost Principles;
 - (12) 570.611, Conflict of Interest;
 - (13) 570.612, Executive Order 12372; and
 - (14) 570.613, Eligibility Restrictions for Certain Resident Aliens;
 - (15) 570.614, Architectural Barriers Act and the Americans with Disabilities Act; and except that:
 - (i) The Grantee does not assume the City's environmental responsibilities described in 570.604; and
 - (ii) The Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance
Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.
2. Nondiscrimination
The Grantee will not discriminate against any employee or applicant for employment, because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination.

B. AFFIRMATIVE ACTION:

1. W/MBE
The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract.
2. Access to Records
The Grantee shall furnish and cause each of its own subrecipients or subcontractors, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
3. EEO Statement
The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee, state that it is an Equal Opportunity Employer under the provisions of 24 CFR 570.607(a).
4. Subcontract Provisions
The Grantee will include the provisions of the above paragraphs regarding Civil Rights and Affirmative Action in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors. City will monitor all subcontracts/agreements to verify that Grantee is in compliance.

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards
The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
 - a. This requirement applies for all contractors engaged under contracts in excess of \$2,000 and shall apply to residential properties only if such property contains no less than 8 units; for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract. The Grantee shall maintain and obtain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of the paragraph.
2. Section 3 Clause

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

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

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3, is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees, and applicants for training and employment positions, can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- e. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- f. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that, to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

D. CONDUCT:

1. Assignability

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

2. Subcontracts

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

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

3. Conflict of Interest

Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract,

subcontract or agreement, either for themselves or their family, during their tenure or for one year thereafter. In its entirety:

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) Any other relevant considerations.

4. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in *24 CFR*

570.200(j). The Grantee hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

5. Political Activities and Lobbying

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

- a. Buildings or portions thereof, used for the general conduct of government as defined at § 570.3(d);
- b. General government expenses; and
- c. Political activities.
- d. The Grantee certifies, to the best of his or her knowledge and belief, that:
 - (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by section 1352, Title 31, U.S. Code.

APPROVED BY: THE CITY OF GREAT FALLS:

Gregory T. Doyon, City Manager

DATE: _____

ATTEST:
(Seal of the City)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney*

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

APPROVED BY: YWCA Great Falls

Sandi Flipowicz, Exectutive Director



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: CDBG & HOME Consolidated Plan and Citizen Participation Plan

From: Finance Department

Initiated By: Finance Department

Presented By: Sylvia Tarman, CDBG Administrator

Action Requested: Set the Public Hearing for the 2025 Consolidated Plan and Accept Revised Citizen Participation Plan

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for July 1, 2025, to consider the 2025-2029 Consolidated Plan and Citizen Participation Plan.”

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

Staff Recommendation: Staff recommends that the City Commission set July 1, 2025 as the public hearing date to consider the recommended priorities for the Program Year 2025-2029 Consolidated Plan related to the use of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds; as well as to accept the revised Citizen Participation Plan.

Summary: Holding a Public Hearing is a requirement outlined in the City’s Citizen Participation Plan submitted to the U.S. Department of Housing and Urban Development (HUD). The Public Hearing is the final formal opportunity for the public to impact the priorities and projects the City will outline in the 5-year Consolidated Plan. The City has also proposed revisions to the Citizen Participation Plan that will need to be reviewed and accepted. This presentation starts the 30-day public comment period for both of these planning documents.

Background: CDBG and HOME programs are federal programs administered by HUD to help fund local community development programs including affordable housing, public service agency assistance, economic development and public infrastructure projects. The primary goal of these programs is to assist low and moderate income (LMI) persons in Great Falls. State and local governments receive funding from HUD based on a formula derived from population and housing statistics. HUD requires public input, especially input from lower income citizens and the agencies representing them, on issues and needs of the community.

Proposed Funding Priorities in the Consolidated Plan: The Consolidated Plan focuses on the following priorities: 1) Public Services, 2) Affordable Housing, 3) Housing Rehabilitation, 4) Fair Housing, 5) Economic Development, 6) Public Facilities and Improvements, 7) Planning and Administration, and 8) CDBG Slum and Blight Removal. The yearly Annual Action Plans will be more specific, calling out anticipated projects and funding amounts

Public Input Process: For the development of the 2025-2029 Consolidated Plan, the City choose to work with a consultant who specializes in CDBG planning. The City contracted with Community and Policy Advisors, LLC to prepare the draft Consolidated Plan and help staff through the public consultation process. As part of the requirements of public consultation, the consultant put together a community survey that City staff distributed to known local advocates, as well as posting to our City website and social media pages. The survey received 503 responses, and provided many useful comments. This is similar to the previous 2019-2024 Consolidated Plan, which received 529 responses. The City also hosted a Community Housing Work Group on March 26, 2025 and a Community Needs Work Group on April 16, 2025. Both these meetings were well attended with 20-30 individuals, both in person and online; and provided great input and discussion from our community members.

For the Consolidated Plan itself, the plan is created within HUD's database and then exported to the format you see in the draft. The consultant updated data throughout the plan to reflect the new timeframe, updating the City Department to Finance, and updating the demographic information from their research. The biggest change in terms of Goals, is the combination of a couple goals, updated goal outcomes, and updated five-year funding amounts. For example, Fair Housing was included in the public service goal, and Affordable Housing was also joined with Housing Rehabilitation. The dollar amounts assigned to each goal has been updated somewhat based on the data analysis and public input. The overarching goal structure did not change as it offers the City a large amount of flexibility to fund a variety of projects and align with the current capacity of city programs already in place; as well as opportunity to address additional needs, should it arise in any one area.

The consultant also helped the City revise the Citizen Participation Plan. This revision will streamline the public notification process. The biggest change is what is defined as a "substantial amendment". A substantial amendment is now defined as a "Change in allocation priorities of more than 20%; Carrying out new program activities that do not meet the goals identified in the Consolidated Plan or Annual Action Plan; Change in purpose or scope of activities identified in the Consolidated Plan or Annual Action Plan." The purpose of changing this is to reduce the administrative burden of having to put amended plans out for the 30-day public review process unless they fall into these categories. The other main change is updating the City CDBG administration to the Finance Department, as is was previously managed by staff in the Planning and Community Development Department. These changes have been highlighted in the draft.

This presentation serves as public notice to start the 30-day public comment period for both the Consolidated Plan and the revised Citizen Participation Plan. Staff recommends that the City Commission set July 1, 2025 as the public hearing date to consider the recommended priorities for the Program Year 2025-2029 Consolidated Plan related to the use of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds; as well as to accept the revised Citizen Participation Plan.

Fiscal Impact: Adoption of the Consolidated Plan is a pre-condition for the City to receive its annual allocation of CDBG and HOME grant funds from HUD. For the upcoming fiscal year (FY 2025/2026), the City will receive \$777,762 in CDBG funds and \$231,257 of HOME funds. The adoption of the revised Citizen Participation Plan will have no fiscal impact.

Alternatives: The City Commission could elect to not set the public hearing on the Consolidated Plan and Citizen Participation Plan, thereby deciding to delay or not accept CDBG and HOME funding for FY 2025/2026.

Attachments:

Draft Consolidated Plan

Draft Citizen Participation Plan

City of Great Falls

2025-2029 CONSOLIDATED PLAN

Draft
MAY 8, 2025

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

In 1994, the U.S. Department of Housing and Urban Development (HUD) issued new rules consolidating the planning, application, reporting and citizen participation processes to the Community Development Block Grants (CDBG) and HOME Investment Partnership (HOME). The new single-planning process was intended to more comprehensively fulfill three basic goals: to provide decent housing, to provide a suitable living environment and to expand economic opportunities. It was termed the Consolidated Plan for Housing and Community Development.

According to HUD, the Consolidated Plan is designed to be a collaborative process whereby a community establishes a unified vision for housing and community development actions. It offers entitlement communities the opportunity to shape these housing and community development programs into effective, coordinated neighborhood and community development strategies. It also allows for strategic planning and citizen participation to occur in a comprehensive context, thereby reducing duplication of effort.

As the lead agency for the Consolidated Plan, the City of Great Falls hereby follows HUD's guidelines for citizen and community involvement. Furthermore, it is responsible for overseeing citizen participation requirements that accompany the Consolidated Plan.

The City of Great Falls has prepared this Consolidated Plan to meet the guidelines set forth by HUD and is broken into five sections: The Process, Needs Assessment, Market Analysis, Strategic Plan, and Annual Action Plan.

Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The goals of the CDBG and HOME programs are to provide decent housing, a suitable living environment for the city's low- and moderate-income residents, and economic opportunities for low-moderate-income residents. The City strives to accomplish these goals by maximizing and effectively utilizing all available funding resources to conduct housing and community development activities. These goals are further explained as follows:

- Providing decent housing means helping homeless persons obtain appropriate housing and assisting those at risk of homelessness; preserving the affordable housing stock; increasing availability of permanent housing that is affordable to low- and moderate-income persons without discrimination; and increasing the supply of supportive housing.

- Providing a suitable living environment entails improving the safety and livability of neighborhoods; increasing access to quality facilities and services; and reducing the isolation of income groups within an area through integration of low-income housing opportunities.
- Expanding economic opportunities involves creating jobs that are accessible to low- and moderate-income persons; making down payment and closing cost assistance available for low- and moderate-income persons; promoting long-term economic and social viability; and empowering low-income persons to achieve self-sufficiency.

Evaluation of past performance

Great Falls's evaluation of its past performance has been completed in a thorough Consolidated Annual Performance and Evaluation Report (CAPER). These documents state the objectives and outcomes identified in each year's Annual Action Plan and include an evaluation of past performance through measurable goals and objectives compared to actual performance. These documents can be found on the City's website at:

<https://greatfallsmt.net/finance/plans-amendments-reports>

Summary of citizen participation process and consultation process

A variety of public outreach and citizen participation was used to develop this Consolidated Plan. The 2025 Housing and Community Development survey was used to help establish priorities for Great Falls by gathering feedback on the level of need for housing and community development categories. One public meeting was held prior to the release of the draft plan to garner feedback on preliminary findings. A set of two work groups were held to gather input from stakeholders. These topics included affordable housing and community needs. The Plan was released for public review and a public hearing will be held to offer residents and stakeholders the opportunity to comment on the plan.

Summary of public comments

Public Comments will be included in the appendix and will be summarized below.

Summary of comments or views not accepted and the reasons for not accepting them.

On the date of this draft, no public comments have been received that were not accepted.

Summary

The Needs Assessment and Market Analysis, which has been guided by the 2025 Housing and Community development Survey and public input, identified eight priority needs. These are described below.

- **Public Services** – There is a high priority need for support for public service operations in Great Falls that offer services for special needs populations, including, but not limited to, seniors, households experiencing homelessness, children and youth, people with substance use disorder, and mental health.
- **Affordable Housing** – The lack of affordable housing, both renter and homeowner housing, acutely impacts low-to-moderate-income households in Great Falls. There is a high-priority need for new affordable housing throughout the city and a need to support households in accessing housing through homebuyer assistance and other supportive means.
- **Housing Rehabilitation** – The age of the housing stock and deteriorating housing conditions limit housing availability for Great Falls households. There is a high priority of increasing housing options through housing rehabilitation.
- **Fair Housing** – In order to continue to provide access to housing for all households in Great Falls, there is a continued need to invest in fair housing activities.
- **Economic Development** – There is a high-priority need for continued support for businesses and job development to attract and retain businesses and promote economic opportunities for low-to-moderate-income households.
- **Public Facilities and Improvements** - New and updated public facilities and infrastructure are a high-priority need to support housing development, ADA updates, and benefit the low-to-moderate-income neighborhoods and households.
- **Planning and Administration** - City staff to administer, manage, and monitor CDBG and HOME funded activities.
- **CDBG Slum & Blight Removal** – It continues to be a high priority to remediate properties negatively affected by slum and blighted conditions. This will include clearance to provide affordable housing opportunities and/or public facility improvements.

These Priority Needs are addressed with the following Goals:

Public Services

Provide support to public service agencies' operating programs that benefit low to moderate income persons. The City of Great Falls will provide CDBG funds to social service agencies for activities that service low to moderate income people or areas.

Provide funding for activities that affirmatively further fair housing. The City of Great Falls will fund activities that include, but are not limited to fair housing education, counseling, outreach, and referrals pertaining to the laws, rights, and responsibilities related to housing and housing-related transactions, as well as service activities that reduce and remove barriers to fair housing choice.

Affordable Housing

Increase and preserve affordable housing opportunities for very low to moderate income renters, homeowners, first-time homebuyers, and those experiencing homelessness. This includes, but is not limited to rehabilitation, acquisition/rehab/resale, demolition, site preparation, reconstruction, and slum and blight activities.

Provide construction and rehabilitation assistance for very low to moderate income homeowners, rental property owners through the City's revolving loan fund. Provide construction and rehabilitation assistance for Public Housing Modernization activities. Housing Rehab may include meeting standard building code upgrades, demolition, site preparation, slum and blight activities, rehabilitation activities addressing livability and life safety.

Economic Development

Provide funding for projects which create decent paying jobs with benefits for persons from low to moderate income households. The City of Great Falls will fund economic development projects which will result in the creation and retention of jobs for low to moderate income people.

Public Facilities and Improvements

Provide public facility and infrastructure assistance to improve access for low-to-moderate-income households in Great Falls.

Planning and Administration

City staff to administer, manage, and monitor CDBG and HOME funded activities.

CDBG Slum & Blight Removal

The City will allocate funding to remediate properties negatively affected by slum and blighted conditions. This will include clearance with the end goal of providing affordable housing opportunities and/or public facility improvements.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	GREAT FALLS	Finance Department
HOME Administrator	GREAT FALLS	Finance Department

Table 1 – Responsible Agencies

Narrative

The Finance Department administers the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) within the City of Great Falls, Montana. An Annual Action Plan is required by the U.S. Department of Housing and Urban Development (HUD) in order to receive federal assistance annually. The City of Great Falls receives CDBG and HOME funds as an Entitlement Community and Participating Jurisdiction, respectively.

Consolidated Plan Public Contact Information

On the web: <https://greatfallsmt.net/planning/consolidated-plan-annual-action-plan>

Call: (406) 455-8471 or (406) 455-8474

Mail: P.O. Box 5021 | Great Falls, MT 59403

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

Introduction

The 2025-2029 Great Falls Consolidated Plan ventured to create a larger consultation effort to include the public, service providers, stakeholders, and city officials. These efforts included work groups, outreach, and meetings in an effort to gather feedback and input about the planning process. These efforts helped to guide the priority needs and goals of this plan, as well as future outreach and consultation efforts.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City will encourage the participation of public and assisted housing residents from the Great Falls Housing Authority and Opportunities, Inc., to provide input to the City on whether their needs in regard to physical health, mental health, and basic services are being adequately met in the community. In response to this input, the City will make every effort to share this feedback with other public, private and non-profit agencies that provide housing, health services, and social services to these residents.

The City is actively engaged with the local Continuum of Care to assist with the collaboration of multiple agencies, including mental health and service agencies, to address homelessness. The City also partners with local Economic Development and Affordable Housing agencies to collaborate on enhancing community growth and providing opportunity for low-income individuals.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Montana Continuum of Care Coalition (MT CoCC) was established by representatives of relevant geographies within the state of Montana for the purpose of carrying out the duties of the CoCC program, as provided for in federal statute 24 CFR Part 578. Great Falls is within Region 5 of this statewide CoCC, and this Region is used to determine homeless survey data from the Montana Department of Health and Human Services.

The City participates in the local Continuum of Care for Homelessness (CoC) group. The CoC group meets monthly throughout the year to expand understanding of the services needed by those who are homeless, to facilitate consolidation and coordination of homeless services and to improve service delivery to people experiencing homelessness. The CoC meetings provide a networking opportunity and assist in keeping funding options open for future HUD homeless grant funds. Since September 2017, the CoC has incorporated a Coordinated Entry System and bi-monthly Case Conferencing meetings. The progression of the CoC has allowed the community service providers to collaborate, partner, and offer wraparound services to address the community's needs.

The City encourages applications for federal homeless grant funds for projects assisting homeless people through the Montana Continuum of Care Coalition (MT CoCC) statewide application process. The MT CoCC is a statewide entity which addresses homelessness issues and is the main vehicle for organizations in Montana to apply for federal homeless grant funds. If local agencies pursue projects through the MT CoCC, the local CoC will support all appropriate proposals. The City will also encourage our local CoC to undertake activities which will move toward reaching the federal goal of ending chronic homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

ESG funds are not projected to be available for the City for Program Years 2025-2029.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	NEIGHBORWORKS GREAT FALLS
	Agency/Group/Organization Type	Housing Services - Housing Services-Education Regional organization Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended work group and invited to comment on the Plan
2	Agency/Group/Organization	GREAT FALLS DEVELOPMENT AUTHORITY
	Agency/Group/Organization Type	Services-Education Services-Employment Regional organization Planning organization Business Leaders Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended work group and invited to comment on the Plan
3	Agency/Group/Organization	QUALITY LIFE CONCEPTS

	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Employment Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to comment on the Plan
4	Agency/Group/Organization	GREAT FALLS AREA HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services - Housing Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Responded to surveys and invited to comment on the Plan
5	Agency/Group/Organization	CITY PARK AND RECREATION - COMMUNITY RECREATION CENTER
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Facility/ADA Improvements
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended meetings with City staff to develop potential project ideas for proposed Public Infrastructure funds.
6	Agency/Group/Organization	CENTER FOR MENTAL HEALTH
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attends CoC meetings and bi-monthly Case Conferencing meetings. Invited to comment on the Plan
7	Agency/Group/Organization	Great Falls Public Housing Authority
	Agency/Group/Organization Type	Housing PHA Service-Fair Housing Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attends CoC meetings and bi-monthly Case Conferencing meetings. Invited to comment on the Plan
8	Agency/Group/Organization	INDIAN FAMILY HEALTH CLINIC
	Agency/Group/Organization Type	Services-Health Health Agency Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attends CoC meetings and bi-monthly Case Conferencing meetings. Invited to comment on the Plan
9	Agency/Group/Organization	YOUNG PARENTS EDUCATION CENTER
	Agency/Group/Organization Type	Services - Housing Services-Children Services-homeless Services-Education Services-Employment Service-Fair Housing Childcare
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Responded to community survey, and invited to comment on the Plan
10	Agency/Group/Organization	St. Vincent de Paul
	Agency/Group/Organization Type	Services - Housing Services-homeless Food Boxes
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attends CoC meetings and bi-monthly Case Conferencing meetings. Invited to comment on the Plan
11	Agency/Group/Organization	Great Falls Public Schools

	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended public meetings and provided input on community needs.
12	Agency/Group/Organization	North Central Independent Living Services
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attends CoC meetings, provided input on community needs. Invited to comment on the Plan
13	Agency/Group/Organization	United Way of Cascade County
	Agency/Group/Organization Type	Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in work group, survey, and invited to comment on the Plan
14	Agency/Group/Organization	Opportunities Inc.
	Agency/Group/Organization Type	Services – Housing Services – Education Services - Employment

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended Work group, invited to comment on plan.
15	Agency/Group/Organization	Alliance for Youth
	Agency/Group/Organization Type	Services – Housing Services- Children and youth
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended work group, invited to comment on plan.
16	Agency/Group/Organization	Empowered Living Solutions
	Agency/Group/Organization Type	Services – Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended work group, invited to comment on plan.
17	Agency/Group/Organization	Montana Emergency Management Agency
	Agency/Group/Organization Type	Disaster and Hazard Planning
	What section of the Plan was addressed by Consultation?	Hazard Mitigation

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted through use of plan information regarding hazard mitigation in Great Falls
18	Agency/Group/Organization	Veterans Inc
	Agency/Group/Organization Type	Services - Veterans
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Survey, invited to comment on the Plan
19	Agency/Group/Organization	Salvation Army Great Falls
	Agency/Group/Organization Type	Services – Employment Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Survey, invited to comment on the Plan

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting.

The City made every attempt to be inclusive in its outreach efforts.

Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Montana Continuum of Care	Coordinates local and statewide housing and services for households experiencing homelessness

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City of Great Falls works closely with state and county agencies in determining the needs of the region despite the relative isolation of Great Falls from adjacent municipalities. For example, the community of Black Eagle is adjacent to the city limits but is found within the county jurisdiction, and the Malmstrom Air Force Base is adjacent but outside city limits. Over the last several years, representatives from Malmstrom have engaged extensively with City staff about the challenges in finding quality and affordable rental housing units for the Malmstrom employees who are unable or choose to live outside of airbase property.

Narrative (optional):

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

During the development of the City's 2025-2029 Consolidated Plan, the City undertook a variety of public outreach methods to gather public input and comment. These comments were a part of the Needs Assessment and Market Analysis, and ultimately helped shape the outcome of the Plan's Five-Year Goals and Objectives. These outreach efforts included the 2025 Housing and Community Development Survey, one public input meeting, two (2) work groups, and a public review meeting.

Each public meeting had public notices and met the City's guidelines in its Citizen Participation Plan. The public notifications are included in the Appendix.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response /attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Non-targeted/broad community	A total of 506 surveys were received.	The Citywide results are available as part of the Needs Assessment and Market Analysis.	Not applicable.	
2	Public Meeting	Non-targeted/broad community	May 20, 2025	TBD	Not applicable.	
3	Work Groups	Stakeholders	Two Work Groups were held on Affordable Housing and Community Needs.		Not applicable.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response /attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/broad community	TBD	TBD	Not applicable.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The population in Great Falls has grown by over 1,900 people between 2010 and 2023, or by 3.3%. This growth has been accompanied by shifting demographics. The population is aging, with the elderly population accounting for the largest growth among age groups in recent years. In addition, incomes are growing overall. However, poverty has not dropped significantly in the last five years and was 14.0% in 2023. Households continue to have high rates of housing problems, particularly housing cost burdens. Lower-income and renter households, in particular, are impacted by housing cost burdens across Great Falls.

Homelessness continues to be a major issue statewide. 133 people were counted in the Point-in-Time count in 2023, but the number of people experiencing homelessness, particularly those that are unsheltered, is estimated to be higher. Non-homeless special needs households also have continued need. This includes the elderly, persons with disabilities, people with drug and alcohol addictions, victims of domestic violence, and persons with HIV/AIDS.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	59,565	58,715	-1%
Households	25,195	25,740	2%
Median Income	\$42,896.00	\$49,809	16%

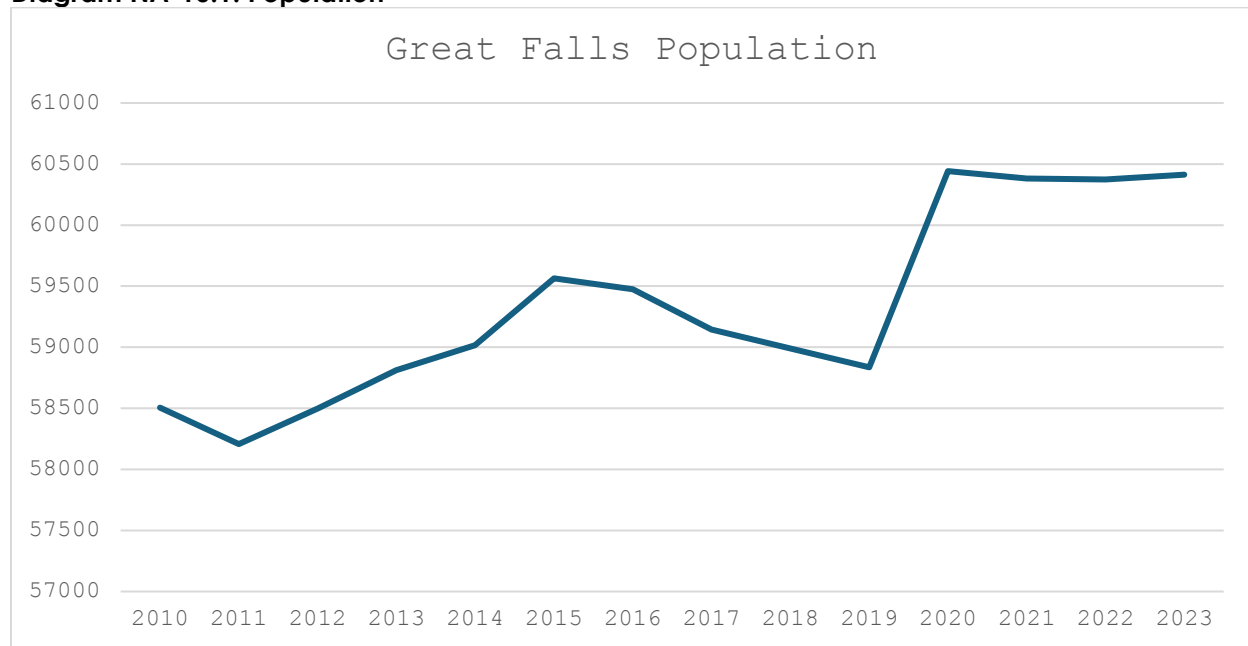
Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Population Estimates

The population in Great Falls has continued to grow slowly since 2010, as illustrated in Diagram NA-10.1. The population was 58,505 in 2010, and was up to 60,412 in 2023, a growth of 3.3%. This growth leveled off after 2020 and has remained relatively steady in the city. While the population size is not changing significantly, the city is seeing changes in the age of its population, and other demographic features.

Diagram NA-10.1: Population



Data Source: Census and ACS Data

Great Falls

The Great Falls population by race and ethnicity is shown in NA-10.2. The white population accounts for the largest racial group, at 91.7%. The American Indian or Alaska Native population accounted for the second largest racial group, representing 7.7% of the population. These groups haven't seen a significant change since 2018. The "other" race population and the Hispanic population both grew between 2018 and 2023.

Table NA10.1: Population by Race and Ethnicity

Race and Ethnicity	2018	2023
White	90.7%	91.7%
Black or African American	2.0%	2.6%
American Indian and Alaska Native	8.0%	7.7%
Asian	1.8%	1.6%
Native Hawaiian and Other Pacific Islander	0.6%	0.1%
Some other race	1.3%	4.3%
Hispanic or Latino origin (of any race)	4.6%	4.9%

Data Source: 2018 & 2023 Five-Year American Community Service (ACS)

Great Falls

Household Income and Poverty

Households by income for the 2018 and 2023 5-year ACS are shown in Table NA-10.2. Overall, household incomes are increasing, with the median income increasing from \$45,620 in 2018 to \$63,934 by 2023. Households earning more than \$200,000 a year increased from 3.4% of households in 2018 to 4.8% in 2023. Similarly, households earning between \$150,000 and \$199,999 grew over this time period. Households with incomes below \$50,000 declined as a proportion of households between 2018 and 2023, while households with incomes above this range grew over those five years.

Table NA-10.2: Household Income

Income	2018	2023
Less than \$10,000	7.0%	5.2%
\$10,000 to \$14,999	5.9%	4.7%
\$15,000 to \$24,999	13.0%	8.2%
\$25,000 to \$34,999	12.9%	8.4%
\$35,000 to \$49,999	15.3%	12.9%
\$50,000 to \$74,999	18.2%	18.6%
\$75,000 to \$99,999	9.7%	15.6%
\$100,000 to \$149,999	11.5%	15.5%
\$150,000 to \$199,999	3.1%	6.3%
\$200,000 or more	3.4%	4.8%
Median income (dollars)	\$45,620	\$63,934
Mean income (dollars)	\$65,511	\$80,952

Data Source: 2023 Five-Year American Community Service (ACS)

Great Falls

The rate of poverty for Great Falls is shown in Table NA-10.3. Poverty has remained relatively unchanged between 2018 and 2023, dropping only slightly from 14.5% to 14.0%. Children ages 5 to 17 had the highest rate of poverty in 2023, at 19.1%, and senior households had the lowest rate of poverty at 10.1%.

Table NA-10.3: Poverty

	2018	2023
Age	%	%
Under 5	22.4%	19.1%
5 to 17	14.6%	18.5%
18 to 64	15.4%	13.6%
65 or Older	8.6%	10.1%
Total	14.5%	14.0%

Data Source: 2023 Five-Year ACS

Great Falls

Number of Households Table

	0-30% HAMFI	>30- 50% HAMFI	>50- 80% HAMFI	>80- 100% HAMFI	>100% HAMFI
Total Households	3,985	3,515	5,140	2,480	10,625
Small Family Households	955	935	1,595	910	4,770
Large Family Households	85	210	295	150	540
Household contains at least one person 62-74 years of age	945	745	905	670	2,690
Household contains at least one person age 75 or older	720	710	1,120	270	1,110
Households with one or more children 6 years old or younger	635	454	755	334	860

Table 6 - Total Households Table

Data 2016-2020 CHAS
Source:

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	80	145	15	0	240	25	20	30	10	85
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	65	15	50	0	130	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	50	85	85	4	224	0	10	0	10	20
Housing cost burden greater than 50% of income (and none of the above problems)	1,535	150	25	10	1,720	550	370	175	20	1,115
Housing cost burden greater than 30% of income (and none of the above problems)	565	835	465	10	1,875	200	455	545	175	1,375
Zero/negative Income (and none of the above problems)	230	0	0	0	230	165	0	0	0	165

Table 7 – Housing Problems Table

Data 2016-2020 CHAS

Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,730	395	180	15	2,320	580	395	200	35	1,210
Having none of four housing problems	980	1,310	2,165	715	5,170	695	1,410	2,595	1,720	6,420
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data 2016-2020 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	700	265	119	1,084	60	320	220	600
Large Related	65	89	10	164	0	75	30	105
Elderly	585	330	154	1,069	560	345	265	1,170
Other	920	545	210	1,675	150	105	205	460
Total need by income	2,270	1,229	493	3,992	770	845	720	2,335

Table 9 – Cost Burden > 30%

Data 2016-2020 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	65	65	60	180	0	240
Large Related	0	0	4	4	0	60	0	60
Elderly	380	35	14	429	375	85	110	570
Other	0	695	75	770	140	0	0	140
Total need by income	380	730	158	1,268	575	325	110	1,010

Table 10 – Cost Burden > 50%

Data 2016-2020 CHAS

Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	135	100	85	0	320	0	4	0	10	135
Multiple, unrelated family households	20	0	50	4	74	0	4	0	0	20
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	155	100	135	4	394	0	8	0	10	155

Table 11 – Crowding Information – 1/2

Data 2016-2020 CHAS

Source:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table 12 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

There were 9,505 one-person households in Great Falls in 2023. Those that are most in need of housing assistance are extremely low-income households.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Table NA-10.4 presents the population of Great Falls with at least one form of a disability. Overall, 17.3% of the population has a disability, with those 75 and older experiencing disabilities at the highest rate. For people 75 and older in Great Falls, an estimated 42.7% experience at least one disability. Another 26.6% of those between the ages of 65 and 74 experience disabilities, and 18.7% for those 35 to 64.

Table NA-10.4: Persons with Disabilities

Age	Number	Percentage
Under 5	46	1.5%
5 to 17	850	8.7%
18 to 34	1,291	10.3%
35 to 64	3,954	18.7%
65 to 74	1,717	26.6%
75 or Older	2,202	42.7%
Total	10,060	17.3%

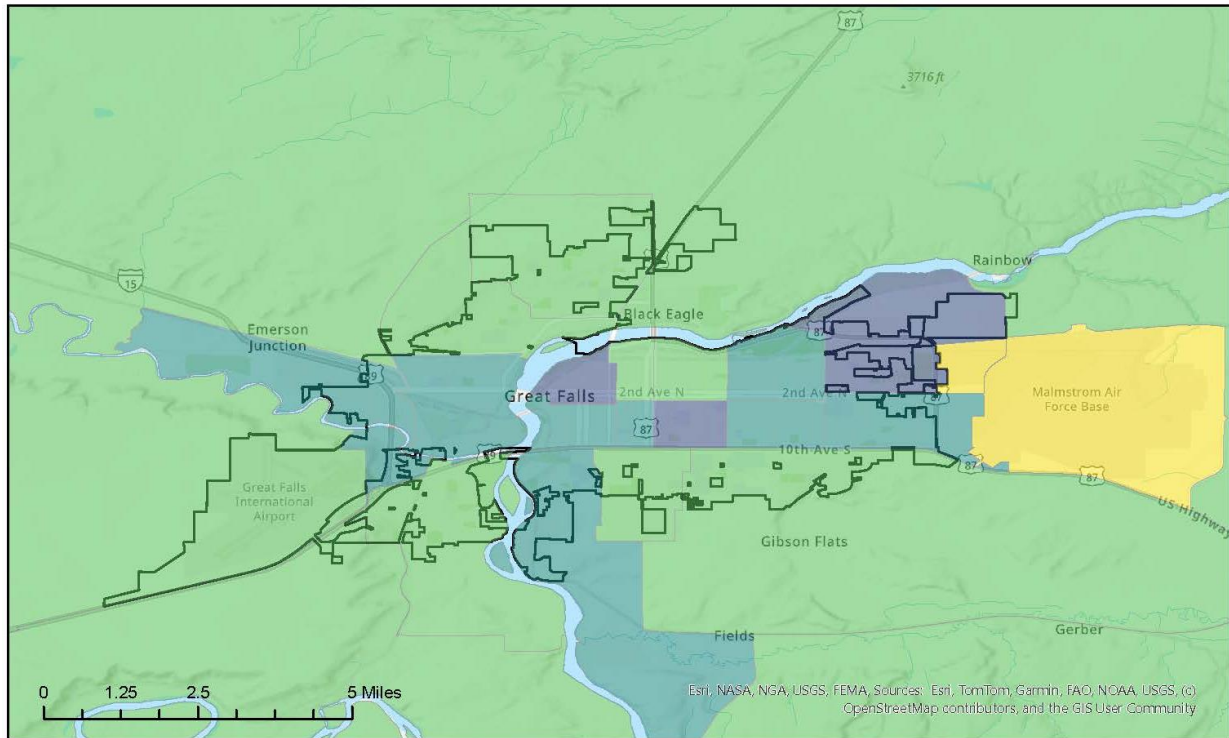
Data Source: 2023 Five-Year American Community Service (ACS)

Great Falls

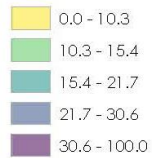
People with disabilities are found in all parts of Great Falls, but at higher rates in the city center and the eastern part of the city. These areas see rates of disabilities at over 30%, as seen in Map NA-10.1, on the following page. This may be due, in part, to higher rates of disabilities for elderly persons, which are also seen at higher concentrations in these areas of Great Falls. This is shown in Map NA-10.2.

Pinpointing specific numbers of domestic violence victims is difficult due to the lack of reporting and other mitigating factors. According to the Montana Crime Board, there were 367 intimate partner crimes reported in 2023. In 2022 there were 448 and in 2021 there were 475. Of those crimes reported in 2023, 342 were assault offenses and one was a homicide offense. The remaining were kidnapping, forcible sexual offenses, or nonforcible sexual offenses.

Map NA-10.1: Percent of Population with a Disability

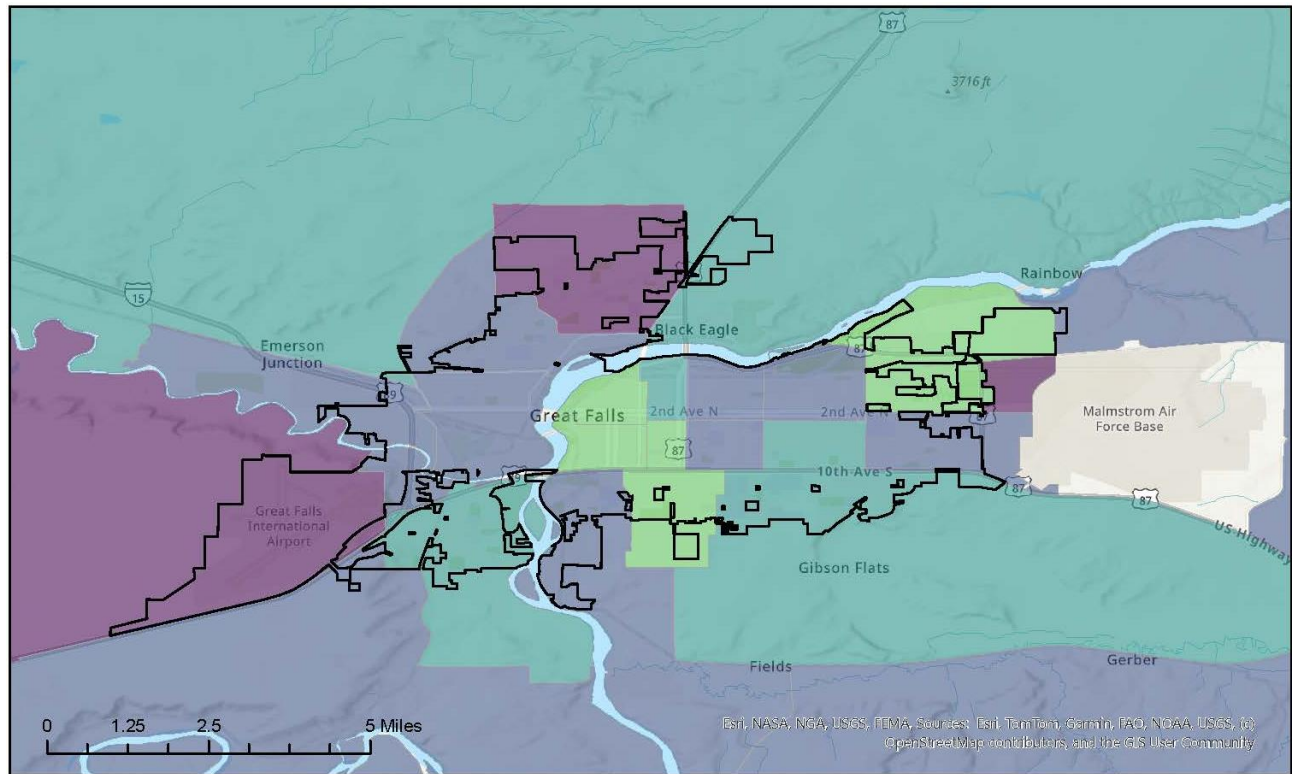


Percent of Population with a Disability

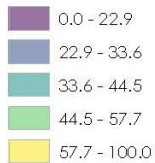


Data Source: 2023 ACS

Map NA-10.1: Percent of Elderly Population with a Disability



Percent of elderly (65+ years) population with a disability



Data Source: 2023 ACS

What are the most common housing problems?

As seen in Table NA-10.5, the most common housing problem, by far, are housing cost burdens. An estimated 25.8% of all households in Great Falls experience a cost burden, and 11.5% experience a severe cost burden.

Table NA-10.5: Housing Cost Burdens

Income	Renters		Owners		Total	
	Cost Burden	Severe Cost Burden	Cost Burden	Severe Cost Burden	Cost Burden	Severe Cost Burden
Household Income <= 30% HAMFI	79.4%	56.3%	65.1%	50.5%	75.2%	54.6%
Household Income >30% to <=50% HAMFI	68.5%	10.9%	52.5%	26.2%	60.5%	18.6%
Household Income >50% to <=80% HAMFI	28.0%	1.7%	29.4%	7.9%	28.9%	5.5%
Household Income >80% to <=100% HAMFI	1.6%	1.2%	12.9%	0.9%	8.7%	0.8%
Household Income >100% HAMFI	3.0%	2.5%	2.3%	0.0%	2.4%	0.4%
Total	42.5%	19.6%	16.9%	7.2%	25.8%	11.5%

Data Source: 2021 Comprehensive Housing Affordability Strategy

Great Falls

Are any populations/household types more affected than others by these problems?

As seen in Table NA-10.5, renters are much likely to face cost burdens. Some 42.5% percent of renters in Great Falls face cost burdens. By contrast, 16.9% of homeowners face cost burdens. Low income households are also much more likely to experience cost burdens. Households below 30% HAMFI experience cost burdens at a rate of 75.2% and severe cost burdens at 54.6%. Extremely low-income renters are the highest impacted group by income, with 79.4% with a cost burden. Even more significantly, 56.3% of extremely low income renters have a severe cost burden, and 50.5% of homeowners have a severe cost burden.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Households most likely to be at risk of becoming unsheltered are those that with extremely low incomes that are severely cost-burdened. There are 3,735 households in Great Falls that are below 30 percent HUD Area Median Family Income (HAMFI). These 1,090 homeowner households and 2,645 renter households are the most at-risk of becoming homeless.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

According to the National Alliance to End Homelessness, there are various factors that contribute to an increased risk of homelessness. These housing characteristics include households that are doubled up, or living with friends or family, persons recently released from prison, and young adults out of foster care. Economic factors include households with severe cost burden and households facing unemployment. As described here and in the following sections, there are a large number of households facing cost burdens and other housing problems that create instability and increase their risk of homelessness.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The following sections review the rates of housing problems by race and ethnicity. Housing problems include a lack of complete kitchen facilities, lack of complete plumbing facilities, overcrowding (more than one person per room), and cost burdens. Cost burdens exist if a household spends more than 30% of its income on housing.

To determine if a racial or ethnic group faces housing problems at a disproportionate rate, one racial or ethnic group must experience housing problems at a rate at least ten percentage points higher than the average. For example, if 25% of households experience housing problems and Black households experience housing problems at a rate of 36%, then Black households experience housing problems at a disproportionate rate.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,075	910	0
White	2,340	685	0
Black / African American	15	25	0
Asian	0	24	0
American Indian, Alaska Native	410	50	0
Pacific Islander	10	20	0
Hispanic	180	79	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data 2016-2020 CHAS

Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,075	1,440	0
White	1,825	1,365	0
Black / African American	0	0	0
Asian	25	0	0
American Indian, Alaska Native	35	20	0
Pacific Islander	0	0	0
Hispanic	79	25	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2016-2020 CHAS

Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,395	3,745	0
White	1,135	3,100	0
Black / African American	0	50	0
Asian	0	80	0
American Indian, Alaska Native	100	180	0
Pacific Islander	0	0	0
Hispanic	65	180	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2016-2020 CHAS

Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	230	2,250	0
White	205	1,935	0
Black / African American	0	70	0
Asian	0	0	0
American Indian, Alaska Native	10	25	0
Pacific Islander	0	0	0
Hispanic	0	85	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2016-2020 CHAS

Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

For households with incomes below 30% of the Area Median Income, 77.2% of households experience cost burdens. American Indian or Alaskan Native households experience cost burdens in this income range at a rate of 89.1%, which is considered a disproportionate rate. Households within 30-50% AMI, experience housing problems at a rate of 59.0% and Asian and Hispanic households experience housing problems at a rate of 100% and 76.0%, respectively. However, this only represents 25 Asian households and may there not be statistically significant. Households with incomes between 50-80% AMI experience housing problems at a rate of 27.1%. No racial or ethnic groups experience disproportionately high rates of housing problems in this income range. Households within 80-100% AMI experience housing problems at a rate of 9.3%. American Indian or Alaskan Native households experience housing problems at a rate of 28.6%, but this only represents 10 households and may not be statistically significant.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section looks at the rates of severe housing problems in Great Falls by race and ethnicity. Severe housing problems include income lacking complete kitchen or plumbing facilities, overcrowding (more than 1.5 persons per room), and severe cost burdens (spending more than 50% of household income on housing).

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,310	1,675	0
White	1,715	1,310	0
Black / African American	15	25	0
Asian	0	24	0
American Indian, Alaska Native	350	105	0
Pacific Islander	0	25	0
Hispanic	160	105	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data 2016-2020 CHAS

Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	790	2,720	0
White	670	2,515	0
Black / African American	0	0	0
Asian	25	0	0
American Indian, Alaska Native	20	35	0
Pacific Islander	0	0	0
Hispanic	49	60	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2016-2020 CHAS

Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	380	4,760	0
White	240	3,995	0
Black / African American	0	50	0
Asian	0	80	0
American Indian, Alaska Native	40	235	0
Pacific Islander	0	0	0
Hispanic	35	210	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2016-2020 CHAS

Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	50	2,435	0
White	50	2,095	0
Black / African American	0	70	0
Asian	0	0	0
American Indian, Alaska Native	0	35	0
Pacific Islander	0	0	0
Hispanic	0	85	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2016-2020 CHAS

Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

Households below 30% AMI face severe housing problems at a rate of 59.7%. American Indian or Alaskan Native households experience housing problems at a disproportionate rate in this income range, at 76.9%. For households between 30-50% AMI, 22.5% of households experience severe housing problems. Within this income range, American Indian or Alaskan Native and Hispanic households experience a disproportionate rate of severe housing problems, at 36.4% and 45.0%, respectively. Households between 50-80% AMI experience severe housing problems at a rate of 7.4%, and no racial or ethnic groups see disproportionate rates of severe housing problems in this income range. For households between 80-100% AMI, 2.0% experience severe housing problems, and there are no racial or ethnic groups with disproportionate rates.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section looks specifically at cost burdens in Great Falls. There are over 55,000 households that experience cost burdens and over 13,000 households experiencing severe cost burdens.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	18,565	3,705	3,070	400
White	16,495	3,215	2,410	220
Black / African American	155	0	15	25
Asian	145	25	0	20
American Indian, Alaska Native	480	135	345	40
Pacific Islander	0	10	0	20
Hispanic	555	129	210	60

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion:

Overall, households in Great Falls experience cost burdens at a rate of 14.4%, and 11.9% experience severe cost burdens. American Indian or Alaskan Native households experience severe cost burdens at a disproportionate rate, at a rate of 34.5%. Hispanic households also experience severe cost burdens at a disproportionate rate, at 22.0%.

NA-35 Public Housing – 91.205(b)

Introduction

The Great Falls Housing Authority (GFHA) is the only Public Housing Authority within the city of Great Falls. GFHA owns and operates one main public housing site (Chowen Springs) and four scattered public housing sites (Austin Hall, Yeoman-Tynes, Russell Apartments, and Sunrise Court). These properties include a total of 490 apartment units that range in size from 1-4 bedrooms. Additionally, GFHA has budget authority for 250 Housing Choice Vouchers (HCVs).

GFHA also manages two affordable housing properties (Sand Hills and Holland Court), which have 16 apartment units each. Eight units at Sand Hills were funded with City HOME funds and are currently within their affordability period per HOME regulations. Eight units at Holland Court were funded with City HOME funds, and although the period of affordability has expired, GFHA continues to set rent for these units within HOME contract limits.

GFHA is governed by a seven-member Board of Commissioners appointed by the Great Falls City Commission. The community members of the Board serve five-year terms and the resident members serve two-year terms. All members serve without compensation.

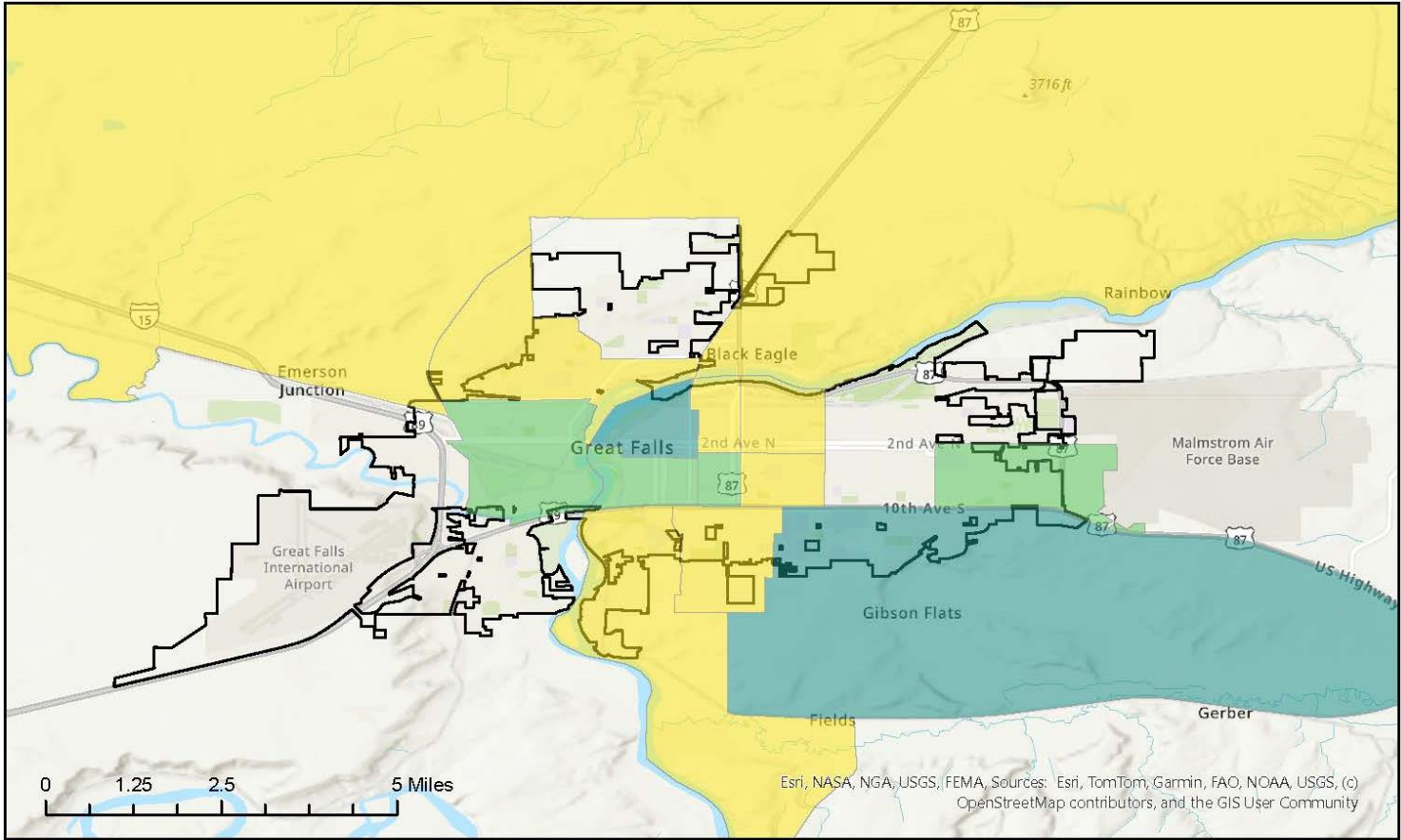
The Great Falls Housing Authority will continue the processes it has in place to improve the living environment for its residents, including using capital funds to rehabilitate housing units as necessary. A rehabilitation project continuing through the next five years is the infrastructure upgrade and major renovation of AMP 1, which consists of 156 units at the main housing site (Chowen Springs). Tables 22-26 below include data from the Office of Public and Indian Housing and offer demographic information for public housing residents and Housing Choice Vouchers administered by the Great Falls Housing Authority. The geographic distribution of these units and HCVs is shown in Map NA-35.1, on the following page.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	469	184	0	183	0	0	0

Table 22 - Public Housing by Program Type

Map NA-35.1: Publicly Assisted Housing Units



Publicly-Assisted Housing Units by Tract

- 11 - 44
- 45 - 97
- 98 - 183
- 184 - 359
- 360 - 1046

Data Source: 2023 HUD Publicly Assisted Housing Data

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	11,976	12,647	0	12,602	0	0
Average length of stay	0	0	3	3	0	3	0	0
Average Household size	0	0	2	2	0	2	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	61	31	0	31	0	0
# of Disabled Families	0	0	109	63	0	63	0	0
# of Families requesting accessibility features	0	0	469	184	0	183	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	369	149	0	149	0	0	0
Black/African American	0	0	14	8	0	7	0	0	0
Asian	0	0	6	0	0	0	0	0	0
American Indian/Alaska Native	0	0	77	26	0	26	0	0	0
Pacific Islander	0	0	3	1	0	1	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	11	5	0	5	0	0	0
Not Hispanic	0	0	458	179	0	178	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

In reviewing the Section 504 Needs Assessment, the Great Falls Housing Authority is in compliance with the physical handicapped accessibility requirements for housing authority facilities. The Great Falls Housing Authority will take into account the ADA accessibility requirements (5% standard for percentage of ADA accessible units) during any rehabilitation projects. The Great Falls Housing Authority has housing designated for the elderly/disabled and has established partnerships with assistive agencies within the community to assist those residents.

According to HUD data, an estimated 32.7% of HCV recipients and 13.8% of public housing residents are disabled in Great Falls. This is a higher rate than the general population, particularly for HCV recipients. The need for accessible units is greater for tenants and those on the waiting lists than the general population, in general, as demonstrated by increased rates of disabilities.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Past reports, including the last Analysis of Impediments, as well as stakeholder input, suggest that the most immediate need of Housing Choice Voucher holders is finding units to accept their vouchers. In many instances vouchers are below the market rents and units are not kept at the standards needed to qualify as acceptable units. This leaves many households without housing options even if they are receiving assistance through Housing Choice Vouchers.

How do these needs compare to the housing needs of the population at large

The need for decent, safe, and affordable housing is seen across the board in Great Falls, but it hit the lowest-income residents particularly hard. Those who qualify for housing support are the most in need of assistance, but limited supply makes it difficult to meet this need. In addition, the need for supportive services may be higher for public housing residents due to the higher rate of disabilities within this subpopulation.

Discussion

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

HUD defines homelessness as an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation; or
- Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
- Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.¹

The Montana Continuum of Care Coalition is the Lead Agency for the Statewide Continuum of Care (CoC). The Montana Department of Public Health and Human Services administers the ESG Program for the State of Montana. The data presented in the tables below represent the 2023 Point-in-Time count for the Statewide CoC. This data will be supplemented with local Great Falls data below.

In Great Falls in the 2024 PIT, 232 people were counted. Countywide, there is an average of 250 people experiencing homelessness each year. In 2024, there were 645 households that received housing assistance from providers, up from 515 households in 2023.

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	456	38	-	-	-	-
Persons in Households with Only Children	1	0	-	-	-	-
Persons in Households with Only Adults	1,225	458	-	-	-	-
Chronically Homeless Individuals	362	178	-	-	-	-
Chronically Homeless Families	18	0	-	-	-	-
Veterans	144	63	-	-	-	-
Unaccompanied Child	1	0	-	-	-	-
Persons with HIV	0	0	-	-	-	-

Indicate if the homeless population is: Partially Rural Homeless

¹ <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories/category-1/>

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth): **Nature and Extent of Homelessness: (Optional)**

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	1,142	338
Black or African American	51	12
Asian	9	1
American Indian or Alaska Native	356	105
Pacific Islander	12	6
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	169	34
Not Hispanic	1,513	452

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Statewide, some 22.7% of the total number of people counted in 2023 were in households with children, which was a decline from the previous year. Of these, 38 people were unsheltered and 456 were sheltered. In addition to the households with children currently experiencing homelessness, there are many households at risk of homelessness due to lack of access to affordable housing, unstable economic situations, and other social and economic needs that are not being met. In 2023, there were 143 veterans that were sheltered at the time of the count and 63 that were unsheltered. In the total population served by homeless providers in 2023, 884 were veterans.

In Great Falls, 133 of those counted were in adult-only households, and 97 were in households with families and children. There were no households with only children during the 2024 count. There were also 20 veterans counted in Great Falls in 2024.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Statewide, the largest racial or ethnic group represented in the Point in Time count is white persons, representing 68.3% of the counted homeless population. American Indian or Alaskan Native persons represent the next largest group, at 21.3%, followed by black or African Americans at 2.9%. In terms of ethnicity, 9.4% of persons counted were considered to be Hispanic or Latino.

In Great Falls, 48.7% of those counted in the 2024 PIT were considered to be white, 46.1% were Native American, and 11% were another racial or ethnic group.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

While sheltered homeless populations are traditionally easier to ensure accurate counting, the number of unsheltered populations may be undercounted due to the difficulty of locating some households. However, in the statewide 2023 Point-in-Time

count, there were 496 individuals counted, representing 22.7% of all persons counted. Of these that were unsheltered, 178 were considered to be chronically homeless. Male persons experiencing homelessness accounted for 57.8% of those counted in the 2023 Point-in-Time count, 24.3% of which were unsheltered. Female persons experiencing homelessness were sheltered at a slightly higher rate, with 20.8% counted as unsheltered in 2023.

In Great Falls, 172, or 74%, of those counted were sheltered in emergency shelters. Another 15, or 6%, were sheltered in transitional housing. A total of 45 people, or 19%, were unsheltered at the time of the 2024 count.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The following section describes the non-homeless special needs populations in Great Falls. These non-homeless special needs population include the elderly, persons with disabilities, people with drug and alcohol addictions, victims of domestic violence, and persons with HIV/AIDS.

Describe the characteristics of special needs populations in your community:

Elderly

Table NA-45.1 presents the population of Great Falls by age. Those over the age of 65 are considered elderly. The elderly population accounts for 20.0% of the population in the city. This population has experienced the most growth since 2010, increasing by 29.5%. Those 55 to 64 have seen the second highest rate of growth over this time period, at 13.2%. Hence, Great Falls is seeing an aging population, which experiences higher rates of disabilities, as discussed below. The Needs for these households vary from younger populations with more needs for accessibility in housing, and other service supports.

Table NA-45.1: Population by Age

Age	Great Falls		
	Number	Percentage	% Change - 2010
Under 5	3,084	5.1%	-18.5%
5 to 19	10,997	18.2%	-0.1%
20 to 24	3,710	6.1%	-12.6%
25 to 34	8,897	14.7%	19.3%
35 to 54	13,898	23.0%	-8.7%
55 to 64	7,734	12.8%	13.2%
65 and over	12,092	20.0%	29.5%
Total	3,084	5.1%	-18.5%

Data Source: 2023 Five-Year American Community Service (ACS)

Great Falls

People with Disabilities

Table NA-45.2 presents the population of Great Falls with at least one form of a disability. Overall, 17.3% of the population has a disability, with those 75 and older experiencing disabilities at the highest rate. For people 75 and older in Great Falls, an estimated 42.7% experience at least one disability. Another 26.6% of those between the ages of 65 and 74 experience disabilities, and 18.7% for those 35 to 64.

Table NA-45.2: Persons with Disabilities

Age	Number	Percentage
Under 5	46	1.5%
5 to 17	850	8.7%
18 to 34	1,291	10.3%
35 to 64	3,954	18.7%
65 to 74	1,717	26.6%
75 or Older	2,202	42.7%
Total	10,060	17.3%

Data Source: 2023 Five-Year American Community Service (ACS)

Great Falls

People with Alcohol and Drug Addictions

The Montana Board of Crime Control reports on drug seizure statistics annually by county. In Cascade County, there were 471 drug seizures in 2023, up from 453 in 2022 and 420 in 2021. The most commonly seized drug are methamphetamine or stimulants. Opioids and Heroin have seen a marked decrease in drug seizures in recent years. The Montana Department of Public Health and Human Services (DPHHS) found that drug overdose deaths in Cascade County were about average for the state between 2019 and 2023, at 16.7 per 100,000². The average statewide drug overdose death rate was 16.9 during this time period. The County saw 38 drug overdose deaths between 2014 and 2018 and 62 between 2019 and 2023.

Victims of Domestic Violence

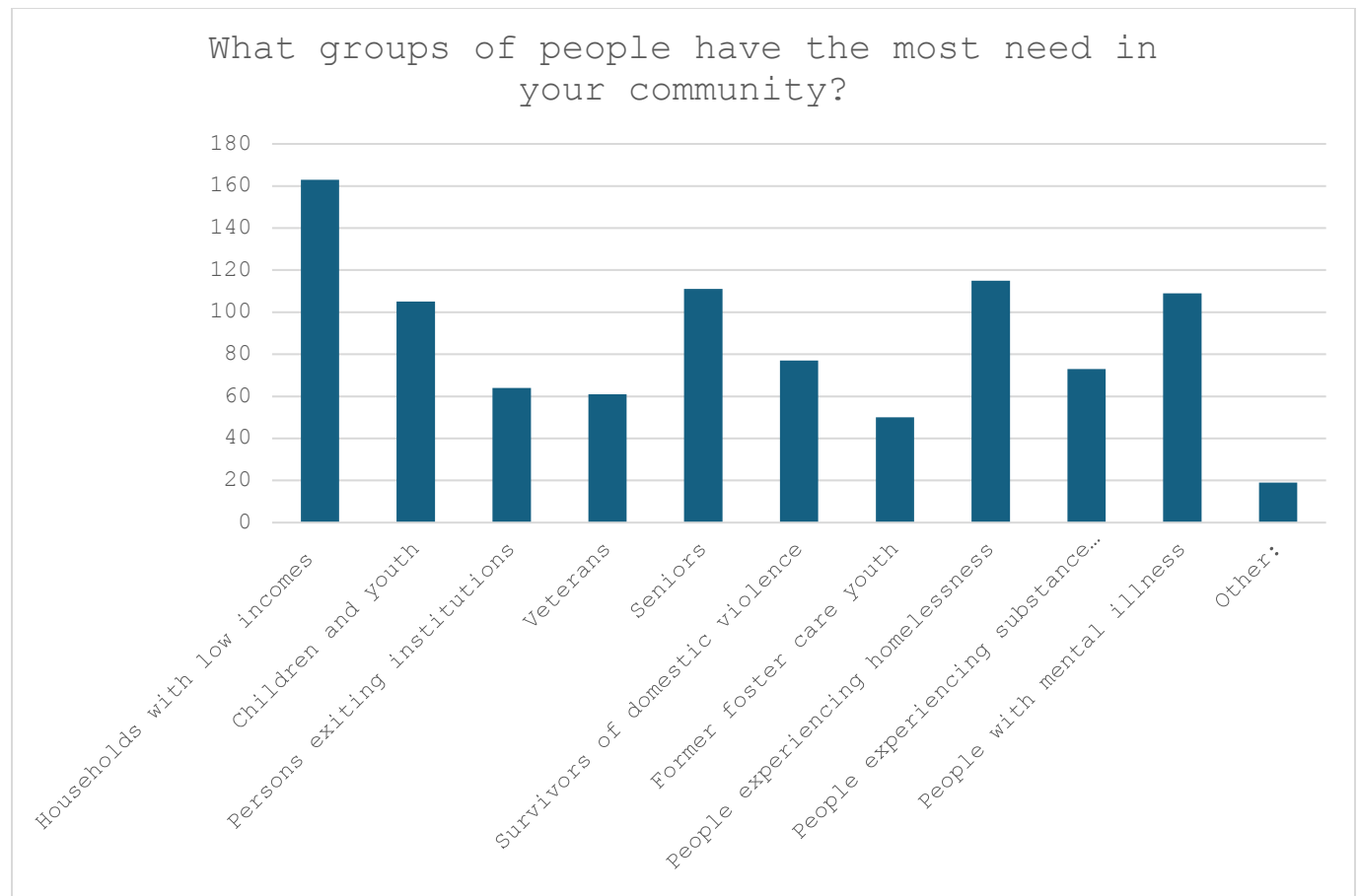
Pinpointing specific numbers of domestic violence victims is difficult due to the lack of reporting and other mitigating factors. According to the Montana Crime Board, there were 367 intimate partner crimes reported in 2023. In 2022 there were 448 and in 2021 there were 475. Of those crimes reported in 2023, 342 were assault offenses and one was a homicide offense. The remaining were kidnapping, forcible sexual offenses, or nonforcible sexual offenses.

²

chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://dphhs.mt.gov/assets/publichealth/EMSTS/Data/DrugOverdoseDeaths_2014-2023.pdf

What are the housing and supportive service needs of these populations and how are these needs determined?

The 2025 Housing and Community Development Survey found that second to households with low incomes, the most in need groups include people experiencing homelessness, seniors, children and youth, and people with mental illness. In addition, input suggested needs for seniors to access housing as they age, including aging in place. People with substance use disorders and people with mental illness are in need of supportive services, in conjunction with housing options that help them transition into permanent housing solutions.



Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

In 2023, the Montana Department of Public Health and Human Services reported 28 newly diagnosed HIV cases across the state³. Cascade County accounted for 10% of new cases between 2013 and 2023. The City of Great Falls does not receive Housing Opportunities for Persons With AIDS (HOPWA) funds as of 2025.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Not applicable.

Discussion:

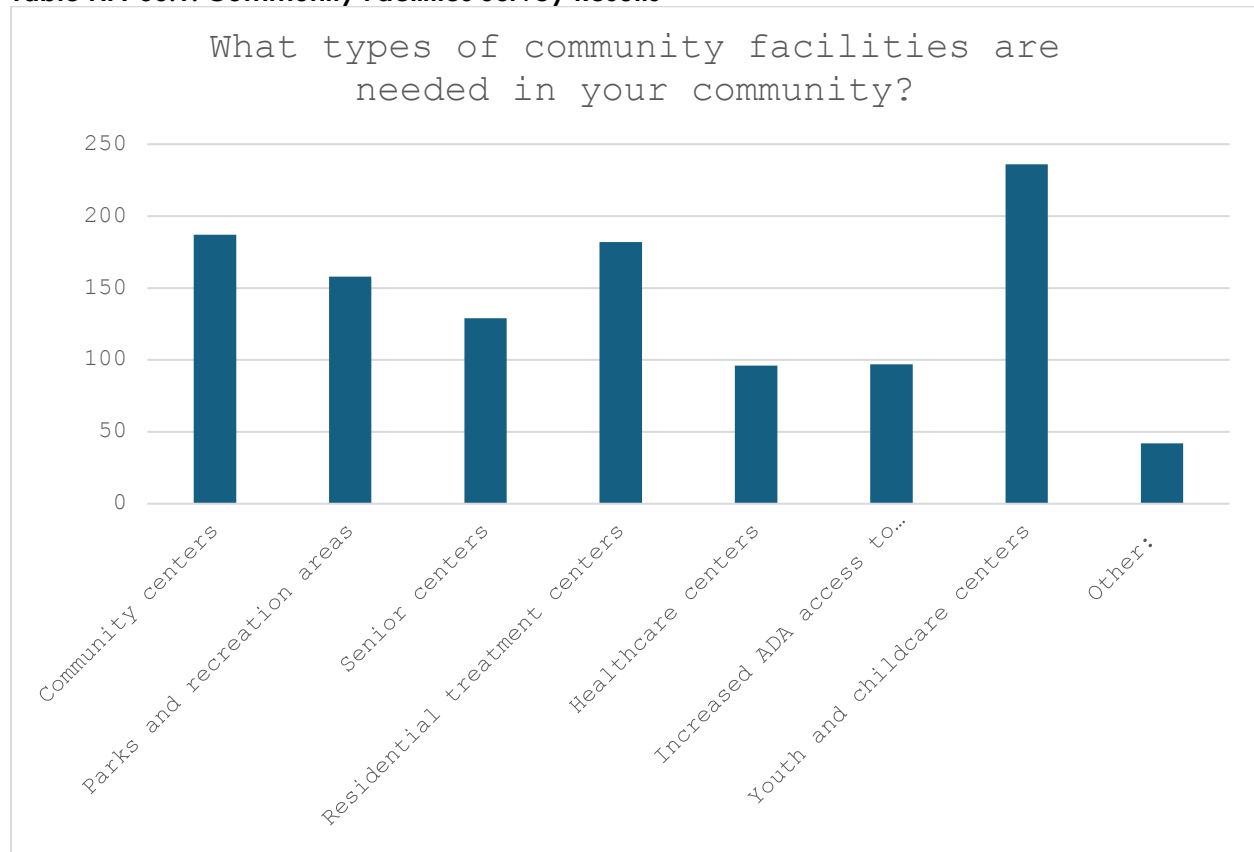
³ [chrome-extension://efaidnbmnnnibpcajpcgclefindmkaj/https://dphhs.mt.gov/assets/publichealth/CDEpi/StatisticsandReports/SurveillanceSnapshots/2023EpiProfile.pdf](https://dphhs.mt.gov/assets/publichealth/CDEpi/StatisticsandReports/SurveillanceSnapshots/2023EpiProfile.pdf)

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Survey respondents rated youth and childcare centers as the highest need with 51% of respondents indicating it as a need. Some 41% of respondents saw the need for community centers, and 40% of respondents saw the need for residential treatment centers.

Table NA-50.1: Community Facilities Survey Results



Data Source: 2025 Housing and Community Development Survey

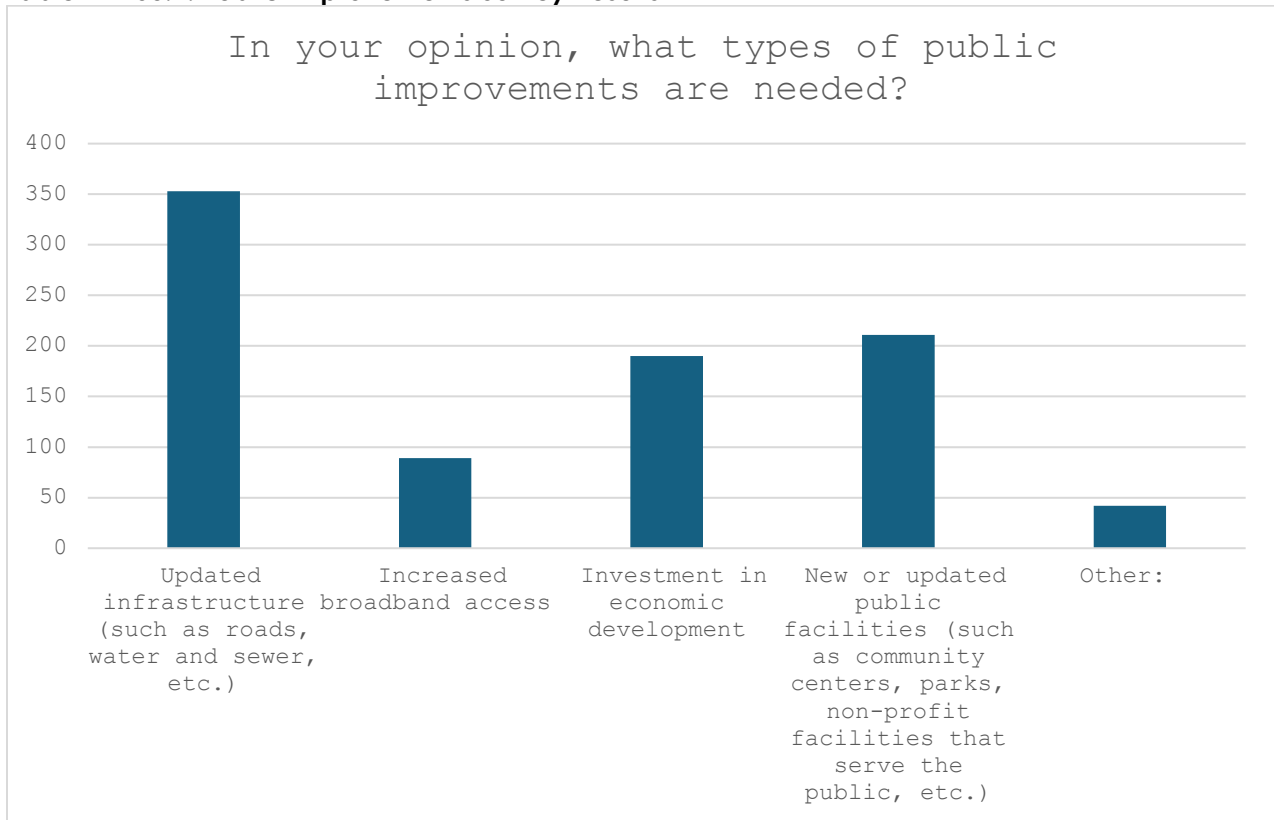
How were these needs determined?

Results were determined from the 2025 Housing and Community Development survey, and from input from public input and work groups.

Describe the jurisdiction's need for Public Improvements:

In terms of public improvements, the majority of respondents found the need for updated infrastructure, with over 77% of respondents indicating it as a need. An estimated 44% of respondents saw the need for new or updated public facilities. Lower rates of respondents saw the need for increased broadband access or investment in economic development, at 19% and 39%, respectively.

Table NA-50.2: Public Improvements Survey Results



Data Source: 2025 Housing and Community Development Survey

How were these needs determined?

Results were determined from the 2025 Housing and Community Development survey, and from input from public input and work groups.

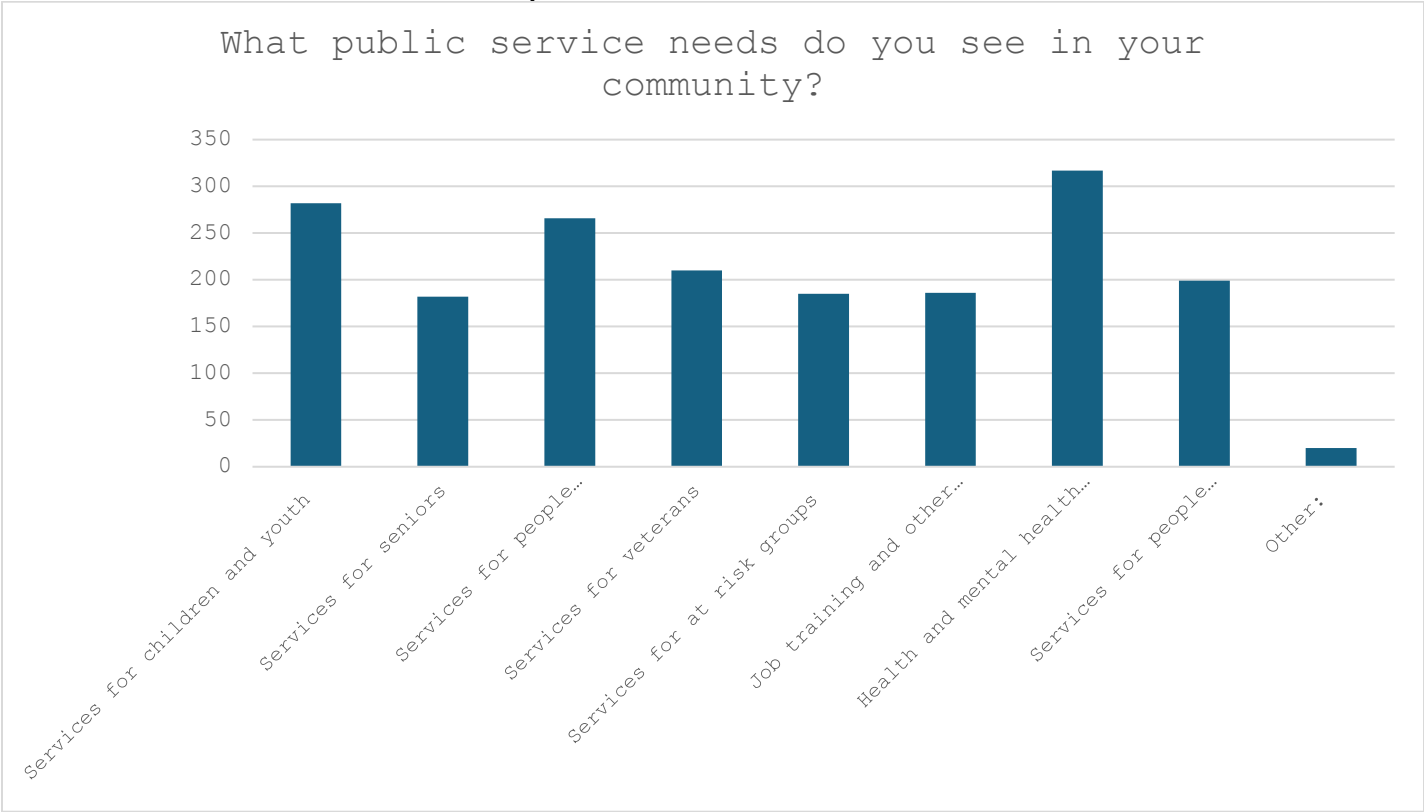
Describe the jurisdiction's need for Public Services:

The need for public services varied with the top-rated need for health and mental health services, with 61% of respondents indicating it as a need. This was followed by services for people experiencing or at risk of homelessness and followed by services for children and youth, at 59% and 52%, respectively.

How were these needs determined?

Results were determined from the 2025 Housing and Community Development survey, and from input from public input and work groups.

Table NA-50.3: Public Service Survey Results



Data Source: 2025 Housing and Community Development Survey

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Housing units increased between 2018 and 2023 by 1.7%. However, housing costs have increased significantly over the past five years (between 2018 and 2023), with a more than 23.5% growth in median rental costs and more than 40.5% growth in median home values. While this housing cost increase has been accompanied by a growth in incomes overall, many households are having difficulty affording housing costs, as demonstrated by the housing cost burdens discussed in the Needs Assessment.

More than three-quarters of the housing units in Great Falls were built prior to 1980, with over 16% built prior to 1940. The older housing stock may be in need of rehabilitation to keep it viable in the market to meet the needs of residents.

Housing units and services that are available to households experiencing homelessness and households with special needs are varied and found in Great Falls and adjacent areas. There is a continued need, however, to support these households with additional housing and service options.

This Market Analysis section delves into the current housing market of Great Falls to determine where the needs in the community are and any areas in Great Falls that would benefit from investment through the Consolidated Planning process.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

Total housing units grew by 1.7% between 2018 and 2023, to a total of 475 units. The majority of units are single-family detached homes, accounting for 65.5% of all units. Most units in Great Falls were built before 1980, accounting for three-quarters of all units.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	18,170	65%
1-unit, attached structure	1,135	4%
2-4 units	2,410	9%
5-19 units	2,410	9%
20 or more units	2,620	9%
Mobile Home, boat, RV, van, etc	1,410	5%
Total	28,155	100%

Table 26 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	50	0%	765	8%
1 bedroom	330	2%	2,415	26%
2 bedrooms	3,700	22%	3,800	42%
3 or more bedrooms	12,505	75%	2,175	24%
Total	16,585	99%	9,155	100%

Table 27 – Unit Size by Tenure

Data Source: 2016-2020 ACS

In 2023, homeowner vacancy rates were significantly lower than rental vacancy rates, at 0.7% and 5.0%, respectively.

Table MA 10.1: Housing Units by Tenure

Tenure	2018	2023
Occupied Housing Units	25,713	26,010
Vacant Housing Units	2,145	2,323
Homeowner Vacancy rate	0.8%	0.7%
Rental Vacancy Rate	6.9%	5.5%

Data Source: 2023 Five-Year ACS

Great Falls

Single-unit detached housing units were the most prevalent in Great Falls, accounting for 65.5% of all units. Apartments with at least five units accounted for 17.4% of units. Two, three, and four-unit housing accounted for 8.6% of units in 2023. The proportion of units by type has not changed significantly since 2018, but there has been a slight decline in three to nine unit housing and a slight growth in larger apartment housing units and single-unit attached housing.

Table MA 10.2: Housing Units by Type

Type of Housing	2018	2023
1-unit, detached	64.4%	65.5%
1-unit, attached	3.4%	4.2%
2 units	2.4%	3.3%
3 or 4 units	5.9%	5.3%
5 to 9 units	3.7%	3.1%
10 to 19 units	5.8%	5.8%
20 or more units	7.6%	8.5%
Mobile home	6.6%	4.0%
Boat, RV, van, etc.	0.1%	0.2%

Data Source: 2023 Five-Year ACS

Great Falls

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Programs will target households that have housing problems in Great Falls. This includes 6,840 households, some 2,920 of which are owner households, and 3,920 of which are renter households.

Table MA-10.3: Households with Housing Problems

Household has at least 1 of 4 Housing Problems	Owner	Renter	Total
Total	2,920	3,920	6,840

Data Source: 2021 CHAS

Great Falls

As seen in Table MAO-10.4, there are 2,805 households with income less than 30% HAMFI with housing problems, 1,830 households with incomes between 30.1 and 50% HAMFI with housing problems, 1,610 households between 50.1 and 80% HAMFI with housing problems, and 235 households between 80.1 and 100% HAMFI with housing problems.

Table MA-10.4: Households with Housing Problems by Income

	Household has at least 1 of 4 Housing Problems	
		%
Household Income <= 30% HAMFI	2,805	75.1%
Household Income >30% to <=50% HAMFI	1,830	60.7%
Household Income >50% to <=80% HAMFI	1,610	32.0%
Household Income >80% to <=100% HAMFI	235	9.3%
Household Income >100% HAMFI	365	3.2%

Data Source: 2021 CHAS

Great Falls

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

There is one Section 8 contract that is expected to expire during this Consolidated Planning period, which includes 40 units. There is not expected to be any other substantial losses in the affordable housing inventory during this five-year period.

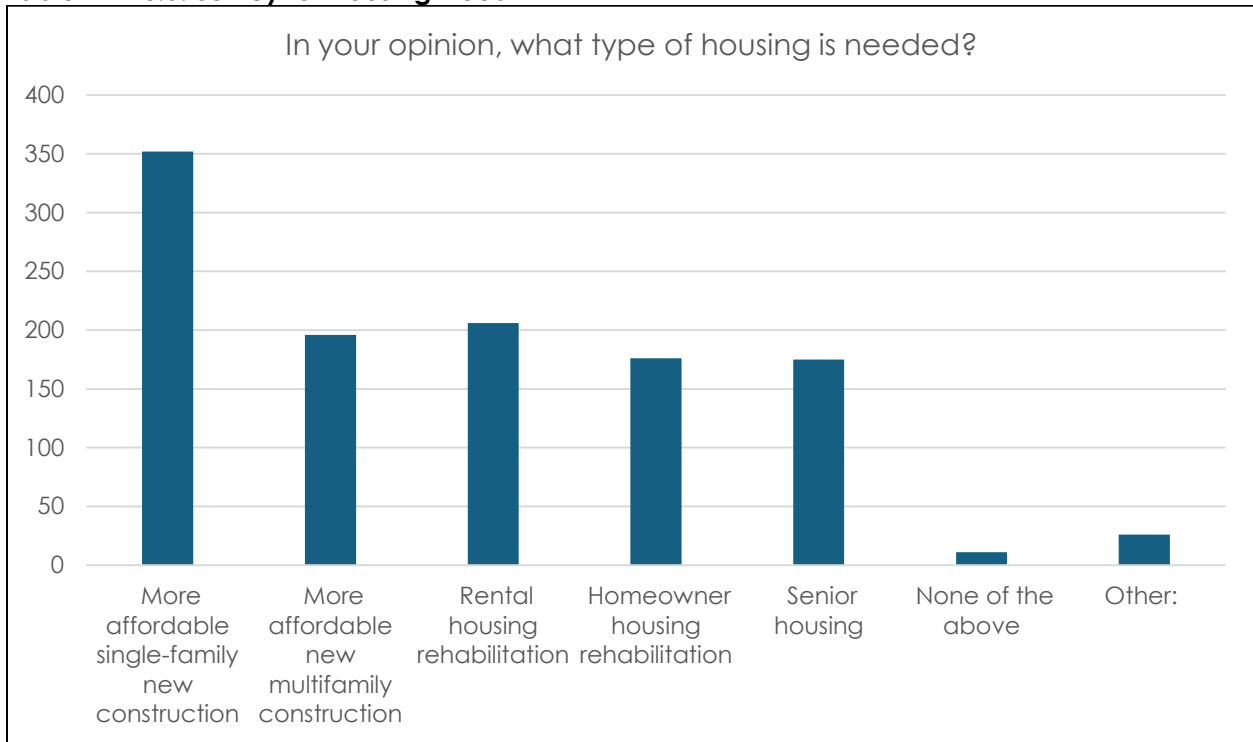
Does the availability of housing units meet the needs of the population?

As seen in the Needs Assessment section, as well as information gathered from public input, current housing does not meet the needs of the population. This is seen most markedly in the rate of cost burdens and housing problems. In 2023, an estimated 25.8% of the population had cost burden. Renter households are more likely to be impacted by cost burdens, at 42.5%, and are therefore most likely to not have housing units that meet their needs.

Describe the need for specific types of housing:

As seen in Table MA-10.5, the highest-rated need is for more affordable single-family new construction, followed by rental housing rehabilitation and more affordable new multifamily construction. This sentiment is echoed by work group and stakeholder sentiments, with the need for more housing options for middle and low-income residents.

Table MA10.5: Survey for Housing Need



Data Source: 2025 Housing and Community Development Survey

Discussion

Housing in Great Falls is not keeping pace with the changing population. Lower-income households, seniors, and potential homeowners are finding available units in the market due to limits in supply and income constraints. The age of the housing stock also speaks to the need for rehabilitation in order to maintain the existing affordable units, as discussed in following sections.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The cost of housing in Great Falls has continued to rise over recent years. The median rent grew from \$701 in 2018 to \$866 in 2023, a growth of 23.5% in just five years. The proportion of rents that are \$1,000 or more have all grown since 2018, while those less than \$1,000 have declined as a proportion of rents in Great Falls. A similar pattern has been seen for home values, with the median home value increasing by 40.5% in five years, from \$168,900 in 2018 to \$237,400 in 2023.

Median contract rents were highest in areas outside the city center and in the southwest areas of Great Falls. These areas saw median rent costs above \$1,337. The lowest areas of rent costs were below \$835 and were primarily in the city center and southern parts of the city, as can be seen in Map MA-15.1. Median home values were highest along the outer edges of the city and exceeded \$267,600 on average. This is shown on Map MA-15.2.

Cost of Housing

Table MA-12.1: Rental Costs

	2018	2023
Rent	%	%
Less than \$500	19.7%	14.4%
\$500 to \$999	63.0%	50.2%
\$1,000 to \$1,499	15.0%	24.2%
\$1,500 to \$1,999	1.1%	7.6%
\$2,000 to \$2,499	0.7%	1.2%
\$2,500 to \$2,999	0.1%	0.4%
\$3,000 or more	0.3%	2.1%
Median (dollars)	\$701	\$866

Data Source: 2023 Five-Year ACS

Great Falls

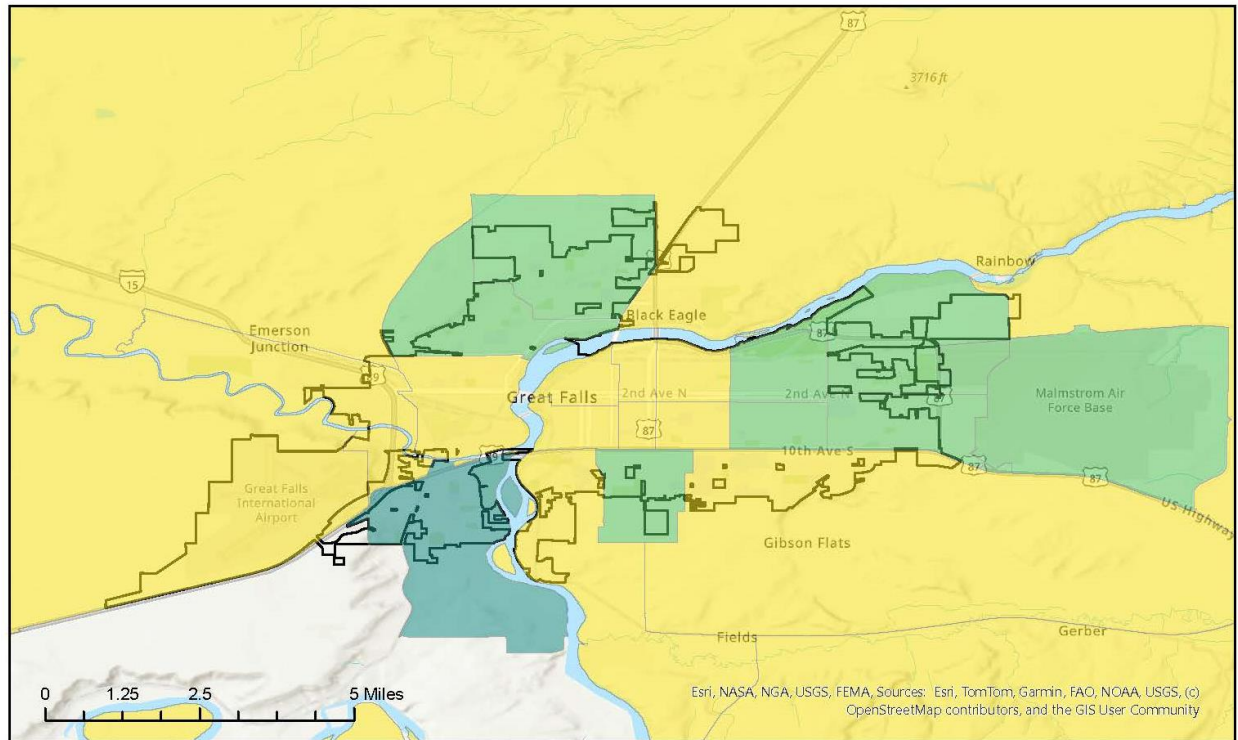
Table MA-12.2: Home Values

	2018	2023
Rent	%	%
Less than \$50,000	8.4%	4.8%
\$50,000 to \$99,999	9.5%	2.1%
\$100,000 to \$149,999	18.2%	8.3%
\$150,000 to \$199,999	31.5%	18.7%
\$200,000 to \$299,999	23.1%	36.9%
\$300,000 to \$499,999	8.0%	23.8%
\$500,000 to \$999,999	0.8%	5.1%
\$1,000,000 or more	0.5%	0.3%
Median (dollars)	\$168,900	\$237,400

Data Source: 2023 Five-Year ACS

Great Falls

Map MA-15.1: Contract Rent



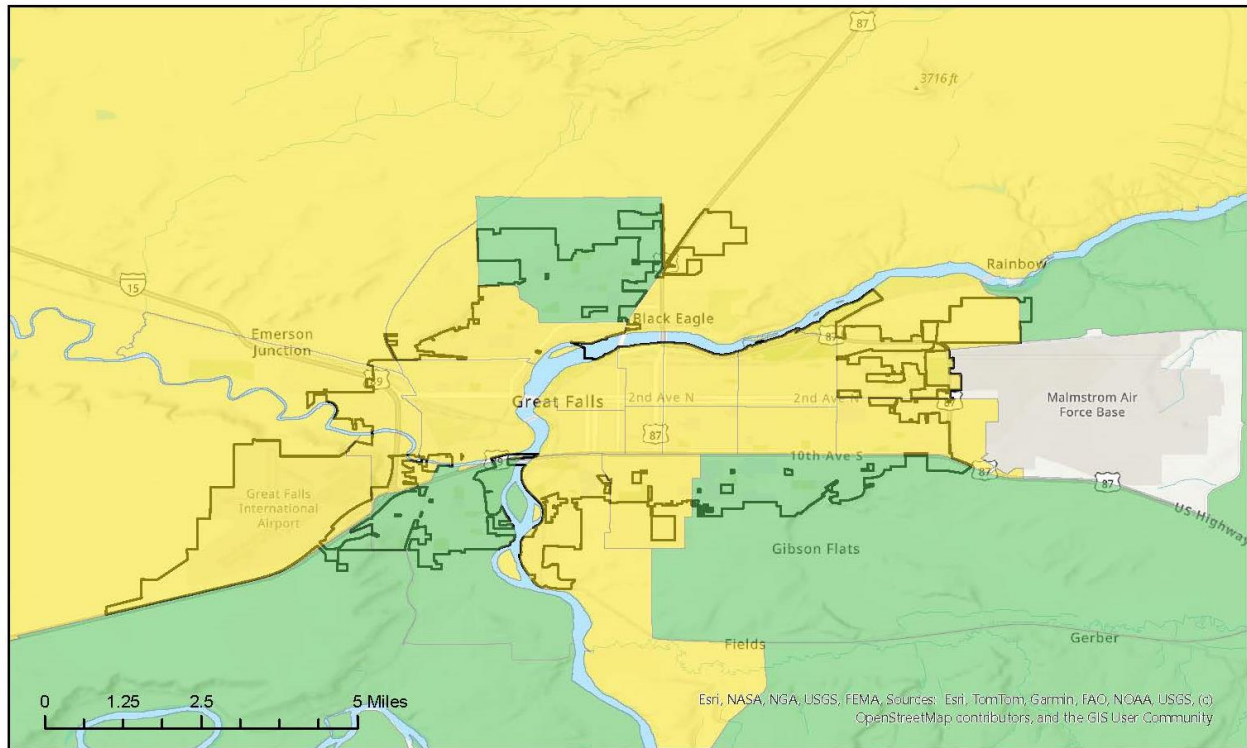
Data Source: 2023 ACS

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	160,900	181,500	13%
Median Contract Rent	539	664	23%

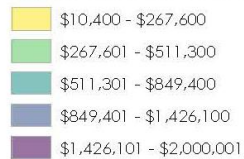
Table 28 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Map MA-15.2: Median Home Value



Median Home Value (for Owner-Occupied Housing Units)



Data Source: 2023 ACS

Rent Paid	Number	%
Less than \$500	2,360	25.8%
\$500-999	5,160	56.4%
\$1,000-1,499	1,470	16.1%
\$1,500-1,999	50	0.6%
\$2,000 or more	95	1.0%
Total	9,135	99.8%

Table 29 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	860	No Data
50% HAMFI	3,800	1,440
80% HAMFI	7,060	4,955
100% HAMFI	No Data	7,065
Total	11,720	13,460

Table 30 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	666	701	914	1,292	1,446
High HOME Rent	584	587	777	1,085	1,238
Low HOME Rent	584	587	773	893	996

Table 31 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

As demonstrated by the housing needs and cost burden sections in the Needs Assessment, there is a significant amount of the population that faces housing challenges. Low-income households are particularly prone to facing cost burdens. This points to the fact that there are not sufficient housing options for all households, especially those at lower income levels. Additionally, public input comments indicated there is a significant need for affordable housing options for lower-income households.

How is affordability of housing likely to change considering changes to home values and/or rents?

Great Falls saw a significant increase in housing prices in recent years. If trends continue, the area will see increasing rent and home values. Home values, in particular, have continued to rise in the city. This would lead to additional households facing cost burdens.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The Fair Market Rent (FMR) and HOME rents may not be sufficient to meet the housing needs of households in Great Falls. This may be especially true for larger families that require larger units. They are significantly lower than the rise in rental prices has shown in recent years.

Discussion

The rate of housing cost increases in Great Falls is exceeding the rate of income growth for many households. This is shown by the proportion of households that face cost burdens. The rental cost growth of 23.5% and home value growth of 40.5% in just five years demonstrate the level of need that is expected to continue along with the housing price increases.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The following section will describe the condition of housing in Great Falls. The age of the housing stock in Great Falls indicates the need for potential rehabilitation. In addition, as the population continues to age, there is a need for renovations to make housing units suitable for households with disabilities.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Standard condition, for the purposes of this Consolidated Plan, refers to a dwelling unit that passes HUD's Housing Quality Standard (HQS) inspection and meets all applicable building codes. *Substandard condition* describes a dwelling unit that does not meet some or all the aforementioned requirements. Substandard condition but suitable for rehabilitation is defined as a dwelling unit that does not meet HQS requirements and/or some of the applicable building codes, but the rehabilitation of the dwelling unit is financially feasible.

A household is considered to have a housing problem if experiencing any one or more of the following four problems HUD considers in CHAS data:

- Housing unit lacks complete kitchen facilities.
- Housing unit lacks complete plumbing facilities.
- Household is overcrowded.
- Household is cost burdened.

HUD defines "overcrowding" as:

- Overcrowding – More than 1 person per room
- Severe overcrowding – More than 1.5 persons per room

HUD defines "cost burden" as

- Cost burden – monthly housing costs (including utilities) exceed 30% of monthly income
- Severe cost burden – monthly housing costs (including utilities) exceed 50% of monthly income

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	2,760	17%	3,855	42%
With two selected Conditions	55	0%	380	4%
With three selected Conditions	0	0%	40	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	13,775	83%	4,880	53%
Total	16,590	100%	9,155	99%

Table 32 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	2,165	13%	680	7%
1980-1999	2,380	14%	1,425	16%
1950-1979	8,340	50%	4,810	53%
Before 1950	3,700	22%	2,235	24%
Total	16,585	99%	9,150	100%

Table 33 – Year Unit Built

Data Source: 2016-2020 CHAS

Table MA 10.1: Housing Units by Age

Age of Housing	2018		2023	
Built 2020 or later	.	.	239	0.8%
Built 2010 to 2018	882	3.2%	1,269	4.5%
Built 2000 to 2009	1,637	5.8%	1,929	6.8%
Built 1990 to 1999	2,394	8.4%	1,461	5.2%
Built 1980 to 1989	1,615	5.7%	2,577	9.1%
Built 1970 to 1979	4,486	15.8%	4,157	14.7%
Built 1960 to 1969	4,735	16.7%	4,773	16.8%
Built 1950 to 1959	5,273	18.6%	5,079	17.9%
Built 1940 to 1949	2,234	7.9%	2,292	8.1%
Built 1939 or earlier	4,602	16.2%	4,557	16.1%

Data Source: 2023 Five-Year ACS

Great Falls

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	12,040	73%	7,045	77%
Housing Units build before 1980 with children present	983	6%	604	7%

Table 34 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	N/A	N/A	N/A
Abandoned Vacant Units	N/A	N/A	N/A
REO Properties	N/A	N/A	N/A
Abandoned REO Properties	N/A	N/A	N/A

Table 35 - Vacant Units

Need for Owner and Rental Rehabilitation

As seen in Section MA-10, table MA-10.5, there is a moderate need for owner rehabilitation. Rental rehabilitation is seen as a slightly higher need than owner rehabilitation. The age of the housing stock may also indicate at least a moderate amount of need for owner and rental rehabilitation.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

There are an estimated 20,858 housing units built prior to 1980 in Great Falls, according to 2023 Five-Year ACS data. However, many of these units do not contain children. Table 39 estimates that there are 1,587 units built prior to 1980 with children present. This includes 983 owner units and 604 renter units.

Discussion

The current housing stock may be in need of rehabilitation and renovations to meet the need of residents as it ages. There are over 1,500 units with children that are at risk of lead-based paint exposure based on the age of the housing units. In addition, survey responses have rated the need for rehabilitation at a moderate level.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Great Falls Housing Authority (GFHA) is the only Public Housing Authority within the city of Great Falls. GFHA owns and operates one main public housing site (Chowen Springs) and four scattered public housing sites (Austin Hall, Yeoman-Tynes, Russell Apartments, and Sunrise Court). These properties include a total of 490 apartment units that range in size from 1-4 bedrooms. Additionally, GFHA has budget authority for 250 Housing Choice Vouchers (HCV).

GFHA also manages two affordable housing properties (Sand Hills and Holland Court), which have 16 apartment units each. Eight units at Sand Hills were funded with City HOME funds and are currently within their affordability period per HOME regulations. Eight units at Holland Court were funded with City HOME funds, and although the period of affordability has expired, GFHA continues to set rent for these units within HOME contract limits.

Totals Number of Units

	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			490	250			0	0	0
# of accessible units									

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 36 – Total Number of Units by Program Type

Data PIC (PIH Information Center)
Source:

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

GFHA owns and operates 490 main public housing units, ranging in size from 1-4 bedrooms. GFHA's mission is to responsibly and respectfully provide safe and affordable housing to qualifying residents. They educate and assist residents to develop skills necessary to maintain successful residency, to improve quality of life, and to pursue self-sufficiency.

The most recent inspection data available from HUD is included below. The inspection scores include Parkdale 1, Parkdale 2, Sunrise Courts, Yeoman Tynes/Russell, and Austin Hall.

Public Housing Condition

Public Housing Development	Average Inspection Score
Parkdale 1	70
Parkdale 2	69
Sunrise Courts	61
Yeoman Tynes/Russell	68
Austin Hall	43

Table 37 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The Housing Authority will continue its multi-year rehabilitation project at the main site (MT2-1 and MT2-2) which involves upgrading the overhead electrical distribution system, street lights, sewer mains, water mains and gas distribution systems for 356 units and major interior renovation of 156 units. The units will be demolished down to the studs and rebuilt, including new roofs; windows; doors; walls; flooring; and electrical, plumbing and heating systems. Exterior sewer, water and electrical services will also be replaced. This modernization project began in 2015 and is expected to take 10 to 15 years to complete, contingent upon funding.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Great Falls Housing Authority's mission is to responsibly and respectfully provide safe and affordable housing to qualifying residents. They educate and assist residents to develop skills necessary to maintain successful residency, to improve quality of life, and to pursue self-sufficiency. GFHA encourages tenants to be involved in the management of public housing through having two tenants on the Housing Authority Board of Commissioners. Resident board members serve two-year terms. All members serve without compensation.

In addition to preparing and distributing quarterly newsletters that offer residents seasonal information, updates, and reminders, GFHA hosts public hearings to obtain input from residents as to their needs and opinions, including those related to the annual plan and proposed rehabilitation of housing units. The information obtained from these hearings is considered in the annual grant application.

GFHA offers a number of tenant programs to its residents:

- Housing Youth Activity Club (HYAC) is an activity group for school-age kids in our Public Housing and Section 8/Housing Choice Voucher programs. The HYAC

program is directed by Housing Authority Community Police Officers and presents an opportunity for building an atmosphere of trust and mentoring with our Officers, as well as having some great times. Parent participation is encouraged.

- The Great Falls Housing Authority offers a satellite unit of the Boys & Girls Club located at 1722 Chowen Springs Loop.
- GFHA offers scholarships to graduating seniors who plan to pursue higher education. Applicants must be residents of the GFHA's Public Housing or Section 8 Voucher program and must maintain a 2.5 grade point average to apply for the scholarship. GFHA also provides scholarship money for children to assist with extracurricular activities.
- Dronen Hall is attached to the Housing Authority office at 1500 Chowen Springs Loop, is available for tenant use for birthday parties, baby showers, etc. A \$40.00 deposit is required and refunded when the hall is cleaned and the key is returned.

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

There is a robust network of public service organizations in Great Falls who work to meet the needs of those experiencing homelessness or who are at risk of homelessness. The City participates in the local Continuum of Care for Homelessness (CoC) group, which seeks to make homelessness brief, rare, and non-recurring. The CoC meets monthly to expand understanding of the services needed by those experiencing homelessness, to facilitate consolidation and coordination of homeless services, and to improve service delivery. The CoC meetings provide a networking opportunity and assist in keeping funding options open for future HUD homeless grant funds. The agencies listed below assist with emergency shelter needs in the community:

The Great Falls Rescue Mission (Rescue Mission) includes a men's shelter, women's shelter, and family shelter and is the primary emergency shelter provider in Great Falls. In 2023, the Rescue Mission provided 65,023 nights of shelter for men, women, and children.⁴ In addition, they offer meals, health clinics, recovery services, and youth outreach.

The YWCA Mercy Home is the primary provider of emergency/transitional housing and supportive services for victims of domestic abuse and has the capacity to house 30 women & children at one time. Other services include counseling, support groups, case management, and ongoing support throughout the legal process. We can also assist with housing and employment if needed, including help with obtaining an order of protection and accompanying you to court hearings.⁵

St. Vincent de Paul's Grace Home provides transitional housing for homeless men who are veterans, with the capacity to house 14 men at a time. During cold and/or inclement weather, Grace Home offers shelter services beyond its usual capacity.

The Center for Mental Health provides transitional housing for individuals with severe or serious disabling mental illness who demonstrate a need for additional supportive living services.

Opportunities, Inc., receives Emergency Solutions Grant (ESG) funding and offers emergency assistance through rapid re-housing and homeless prevention services.

Alliance for Youth's Youth Resource Center serves youth ages 13-20 who are disadvantaged, homeless, or at risk of becoming homeless. Services offered include medical, dental, behavioral health care, substance abuse treatment, housing search support and advocacy. Additionally, drop-in centers operate in tandem with outreach programs, family engagement services, emergency shelters and transitional housing.

⁴ <https://gfrm.org/emergency-services/>

⁵ <https://greatfallsywca.org/services/#mercyhomeshelter>

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	100		6		
Households with Only Adults	100		15		
Chronically Homeless Households					
Veterans					
Unaccompanied Youth					

Table 38 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

The Great Falls Rescue Mission conducts outreach to chronically homeless people through the day room program and provides sleeping mats to chronically homeless people during nights which have life threatening weather.

The Center for Mental Health has an adult case manager who provides outreach and wellness checks for chronically homeless people.

Alluvion Health is a non-profit Federally Qualified Health Center and offers medical, dental, behavioral, and substance abuse disorder services. Additional services include care coordination, crisis management, and referrals to community and housing services.

Opportunities, Inc., provides support to chronically homeless people through screening for homelessness issues during intake, referrals, limited case management, financial assistance and job training assistance.

The YWCA provides 30 different human service agencies with vouchers for chronically homeless people to use at its used clothing store.

The Indian Family Health Clinic provides community resource information through group sessions provided by staff members.

St. Vincent de Paul of North Central Montana provides weekly outreach to those experiencing unsheltered homelessness and through the food bank and charity services offered at their Angel Services Center.

The organizations referenced above, among others, help coordinate and reduce the duplication of homeless services for individuals and families in Great Falls by participating in the Continuum of Care's bimonthly Case Conferencing meetings.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Chronically Homeless: The Great Falls Rescue Mission (Rescue Mission) includes a men's shelter, women's shelter, and family shelter and is the primary emergency shelter provider in Great Falls. It is difficult to delineate the specific number of beds available for emergency shelters versus transitional housing as the organization does not use governmental funding and is not restricted by specific programming requirements; therefore, they can be flexible regarding bed usage. Whether a specific bed is used for emergency or transitional shelter is driven by actual needs that particular day. Overall, there are 52 beds available, with 65 beds in the women shelter. In an emergency, such as life-threatening weather, the Rescue Mission provides additional mats on the floor and foldaway cribs to accommodate needs.

Families with Children: To meet the growing need for shelter services for homeless families, the Great Falls Rescue Mission completed the construction of the Cameron Family Center in November 2016. The Cameron Family Center can serve approximately 134 people experiencing homeless, 70 of which, on average, are children.

Veterans: Volunteers of America provides individualized service coordination to veterans who are homeless or at risk of being homeless through rapid rehousing, homelessness prevention, and emergency shelter as funding allows. St. Vincent de Paul's Grace Home offers transitional housing for homeless veterans, as well as employment and other general assistance.

Unaccompanied Youth: Young Parents Education Center provides on-site developmental day care, family support and outreach, pre-vocational activities and parenting/child development education to assist pregnant and parenting teens and young adults to build self-sufficiency.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

While there are numerous agencies in Great Falls that provide services and offer assistance to members of the community with special needs, the search for affordable housing is complicated for individuals facing serious disabilities or other special situations. Public and government agencies have become increasingly aware of the need to work with the private sector and non-profit organizations to develop viable housing options for people with special needs, including the elderly, disabled, homeless and single female-headed households. An important component of successfully addressing housing needs is integrating low income and special needs housing units into the community. In addition, people with disabilities or those individuals who have other special needs require supportive services concurrent with housing assistance.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Persons with Disabilities and Elderly/Frail Elderly:

Accessible Space, Inc., provides 23 units of accessible, subsidized housing for low income adults with severe mobility impairments and/or traumatic brain injuries at Southwinds Estates and 17 units at Meadow Lark Apartments. Twenty-four hour personal care attendant services are provided or available at both housing complexes. ASI also provides 47 units of accessible housing with availability of personal care attendant services for low income elderly people at The Portage and 37 units of accessible housing at Voyageur Apartments.

Easter Seals-Goodwill Industries provides a variety of services to people with disabilities and disadvantaging conditions. Services will include supportive and organizational employment, employment placement and training support, supported living, adult day programs, home care and home health care.

Quality Life Concepts, Inc., provides housing services for adults with developmental and/or physical disabilities. QLC will also provide supportive living services for disabled people living in their own homes, as well as provide community-based day programs/services including: day activities and programming; assistance with finances, medical appointments, shopping, transportation and other day-to-day living needs; vocational rehabilitation services; recreational/social activities and assistance to families whose children have a developmental disability or are at risk for delay.

Cascade County Area VIII Agency on Aging provides supportive services such as home meal delivery, home attendants, health promotion, foster grandparents, retired senior volunteer programming and transportation to assist elderly people who are not homeless. The Great Falls Senior Citizens Center will provide on-site, low-cost meals, health and exercise programs, tax return preparation assistance, telephone outreach, educational workshops and recreational/social activities for elderly people in the community.

Health/Mental Health: The City-County Health Department provides a wide variety of health care services to the entire community, including people with low income and who are homeless. These services include disease prevention and control, nutrition education, food supplements, primary health care, dental care, mental health counseling, case management, assistance with obtaining prescriptions and specialty medical care, sexually transmitted disease testing and medication and parenting instruction. The Health Department provides educational services to inform the public and professional community members about lead-based paint hazards when requested.

The Indian Family Health Clinic provides primary medical care, diabetes clinical services, prescription medication, behavioral health programs (including chemical dependency and tobacco prevention, HIV/Hepatitis C prevention), wellness services, limited community resource advocacy and limited mental health counseling.

Alluvion Health is a non-profit Federally Qualified Health Center and offers medical, dental, behavioral, and substance abuse disorder services. Additional services include care coordination, crisis management, and referrals to community and housing services.

Substance Abuse and Drug Addiction: Gateway Community Services provides comprehensive alcohol and drug abuse treatment services, including evaluation, intensive outpatient treatment, adult and adolescent co-occurring mental health services, residential treatment services for low and moderate income people diagnosed with a chemical dependency addiction, case management, relapse prevention, anger management and monthly monitoring, early intervention and community prevention classes and outreach activities for community awareness.

Public Housing Residents: The Great Falls Housing Authority provides 22 units of public housing which are ADA compliant for combined physical, hearing and vision impairments and nine units of accessible affordable housing at Holland Court and Sand Hills. They will also provide accommodations to all tenants as directed by 504 requirements.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The Center for Mental Health (CMH) provides children and adults with integrated community-based mental health services and substance abuse services. In addition to housing assistance options, services include psychiatric assessment and treatment; medication monitoring; crisis stabilization; individual, group, and family therapy; day treatment; and supportive services such as case management, supported employment and recreational activities. CMH administers the Program for Assertive Community Treatment (PACT), which assists people with chronic severe mental illness in transitioning from the Montana State Hospital to independent living situations. This program offers 24-hour coverage for clients with psychotic disorders and is operated at the Wellness Recovery Center. The agency operates the New Directions Center to provide services such as case management, adult therapeutic aide services, and supported employment. Day treatment educational classes are provided on a part-time basis at the New Directions Center.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

To be updated based on 2025 Projects.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

A review of the City's planning and zoning found the primary barriers to the development of affordable housing are a lack of incentives and the cost of development. This includes the cost of land, labor, and materials.

The cost of housing development has seen increases over the past decade, that has made the development of affordable housing difficult, especially at a rate that is meant to keep pace with community needs. This is seen in the continuing rise of housing costs in Great Falls and across the state of Montana.

Great Falls first adopted a zoning ordinance to regulate the use of land and buildings in 1930. The last comprehensive update of these regulations occurred when the Unified Land Development Code was adopted in 2005. The current zoning and subdivision code implements the City's growth policy, Missouri River Corridor Plan, neighborhood plans and Long Range Transportation Plan. The purposes of the code are: 1) to ensure that all development is guided by and gives consideration to the Growth Policy; 2) to provide clear, consistent standards, regulations and procedures for the review of all proposed development within the city; and, 3) to safeguard the public health, safety and general welfare by establishing minimum standards for design and development. No affordable housing incentives such as reduced lot sizes, setback standards or waived building fees are available to developers of affordable housing.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

This section describes the economic landscape in Great Falls. The labor force grew from 38,961 in January 2018 to 39,496 by January 2025. Unemployment also fell overall during this period, from 4.6% to 3.1%, according to Bureau of Labor Statistics data. This was below the national unemployment rate of 4.1% but slightly higher than the state of Montana's rate of 2.8%. Over the past several years, the unemployment rate has fluctuated, but without any great increases, with the exception of a spike in mid-2020. As discussed previously in the plan, overall household incomes are increasing, which is mainly driven by income growth for households earning \$75,000 and more. However, incomes at the lower end of the range are not increasing overall and resulting in no significant shift in poverty rates.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	262	97	1	0	-1
Arts, Entertainment, Accommodations	3,660	4,029	16	16	0
Construction	1,473	1,461	6	6	-1
Education and Health Care Services	5,398	6,146	24	25	1
Finance, Insurance, and Real Estate	1,492	2,017	7	8	2
Information	349	359	2	1	0
Manufacturing	917	966	4	4	0
Other Services	974	1,000	4	4	0
Professional, Scientific, Management Services	1,151	1,331	5	5	0
Public Administration	0	0	0	0	0
Retail Trade	3,811	4,144	17	17	0
Transportation and Warehousing	790	746	3	3	0
Wholesale Trade	1,061	1,144	5	5	0
Total	21,338	23,440	--	--	--

Table 39 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	29,075
Civilian Employed Population 16 years and over	27,980
Unemployment Rate	3.77
Unemployment Rate for Ages 16-24	10.63
Unemployment Rate for Ages 25-65	2.66

Table 40 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	6,265
Farming, fisheries and forestry occupations	810
Service	3,635
Sales and office	6,860
Construction, extraction, maintenance and repair	2,340
Production, transportation and material moving	1,465

Table 41 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	24,980	93%
30-59 Minutes	1,302	5%
60 or More Minutes	562	2%
Total	26,844	100%

Table 42 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	845	50	1,000
High school graduate (includes equivalency)	6,355	170	2,290
Some college or Associate's degree	7,880	375	2,005
Bachelor's degree or higher	6,765	185	900

Table 43 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	50	145	34	325	345
9th to 12th grade, no diploma	520	265	355	775	675
High school graduate, GED, or alternative	2,395	2,705	1,830	4,345	3,795
Some college, no degree	1,490	2,160	1,325	3,560	2,715
Associate's degree	425	1,005	865	1,625	505
Bachelor's degree	470	1,925	1,465	2,450	1,760
Graduate or professional degree	4	430	850	980	1,370

Table 44 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	17,381
High school graduate (includes equivalency)	30,116
Some college or Associate's degree	33,182
Bachelor's degree	43,295
Graduate or professional degree	58,545

Table 45 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Education and Healthcare services, Retail Trade, and Arts, Entertainment, Accommodations are the largest employment sectors in Great Falls, according to Table 45. These three sectors account for 57% of workers. This is not a large shift from the data presented in the previous Consolidated Plan.

Describe the workforce and infrastructure needs of the business community:

The Great Falls Development Alliance (GFDA) is the primary economic development organization in the community and coordinates its activities with organizations such as the City of Great Falls, Cascade County, the Great Falls International Airport Authority, the Great Falls Chamber of Commerce and various educational institutions. GFDA's mission is to grow and diversify the Great Falls economy and support the creation of high wage jobs.

According to the Housing and Community Needs Survey, there is a moderate level of need for economic development. A vast majority of workers in Great Falls live and work within a 30-minute commute time, accounting for 93% of workers. Public and stakeholder input suggests the need for additional workforce housing options to help maintain the availability of workers and middle-income households.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

There are currently a number of economic growth opportunities in Great Falls that include a new facility for the Montana State University's Mark and Robyn Jones College of Nursing and a major 100-acre mixed use retail, dining, hospitality, office and residential development to be constructed on 57th Street on the east side of Great Falls.⁶ These efforts, along with other efforts from the Great Falls Development Alliance and other local economic development groups are increasing opportunities in the city.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

With relatively low unemployment and low commute times, it can be inferred that the current workforce is employed in Great Falls. However, with incoming growth, there may be a need for additional job training and opportunities. As described below, the Great Falls Development Alliance has an economic development plan to help address workforce shortfalls and training programs.

⁶ <https://growgreatfallsmontana.org/top-ten/top-ten-1-12-25/>

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Great Falls Development Alliance Economic Development Strategy includes Workforce Development, which will support the creation of workforce training programs targeted to skills most needed by local employers through:⁷

- Support construction of new MSU Nursing College building in Great Falls.
- Support launch of Great Falls College Vet Tech program.
- Work with local partners to create construction training program.
- Coordinate with Great Falls Area Chamber of Commerce's Central Montana Works and other workforce training partners.
- Continue support of Kids Education Yes!

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Sweetgrass Development is a private, non-profit corporation created in 2004 to support economic development in the counties of Glacier, Cascade, Pondera, Teton, and Toole, as well as the Blackfeet Nation. It is a diverse area that includes a large metropolitan area (Great Falls), small towns, rural farming areas, several Hutterite Colonies, and the Blackfeet Reservation.

The most recent Comprehensive Economic Development Strategy covers planning years 2017-2021. The Executive Summary of the plan describes the economic strengths and weaknesses of the region as follows: "The SWOT analysis revealed economic strengths of the region including a stable agricultural economic base, strong road and rail transportation systems, ample local infrastructure and proximity to Glacier National Park. Weaknesses include challenges recruiting and retaining skilled workers, lack of workforce housing, limited value-added agriculture and a need for economic diversification. Employers and community leaders are concerned with the aging workforce and the fact few young people are returning to replace workers when they retire."

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The Great Falls Development Alliance Economic Development Strategy also includes housing to Increase rental and homeownership production at all price levels to stay affordable, talent attraction to attract workers to relocate to the Great Falls market to increase the labor force for local employers, and childcare to increase availability of

⁷ <chrome-extension://efaidnbmninnibpcajpcglclefindmkaj/https://growgreatfallsmontana.org/wp-content/uploads/2024/10/GFDA-EconDevStrategy-2024-2026.pdf>

quality childcare to enable more parents and guardians to be employed. These efforts are supported by the following actions:⁸

- Pursue housing development as a target industry with a focus on workforce rental, homeownership, and alternatives including mobile home parks and campgrounds.
- Support development of affordable housing, emergency shelter, and transitional housing.
- Create new tools to improve feasibility of more housing developments, including increased GFDA loan capital.
- Work with partners to create regional Employer Workforce Housing Program to offer mortgage buy-downs for employees.
- Work with partners to create a comprehensive program to address improving energy efficiency and healthiness of housing stock. Program to include entrepreneurship, business expansion, workforce development (see construction training program action), renewable energy, and increased loan capital.
- Pursue a modular housing manufacturer to open a local facility.
- Expand and enhance LiveInGreatFalls talent attraction marketing efforts.
- Engage more employers in utilizing LiveInGreatFalls tools.
- Launch public relations and social media marketing effort with Great Falls Tourism.
- • Support the expansion and start-up of quality childcare operations.
- Commission update to Great Falls childcare market demand assessment.

Discussion

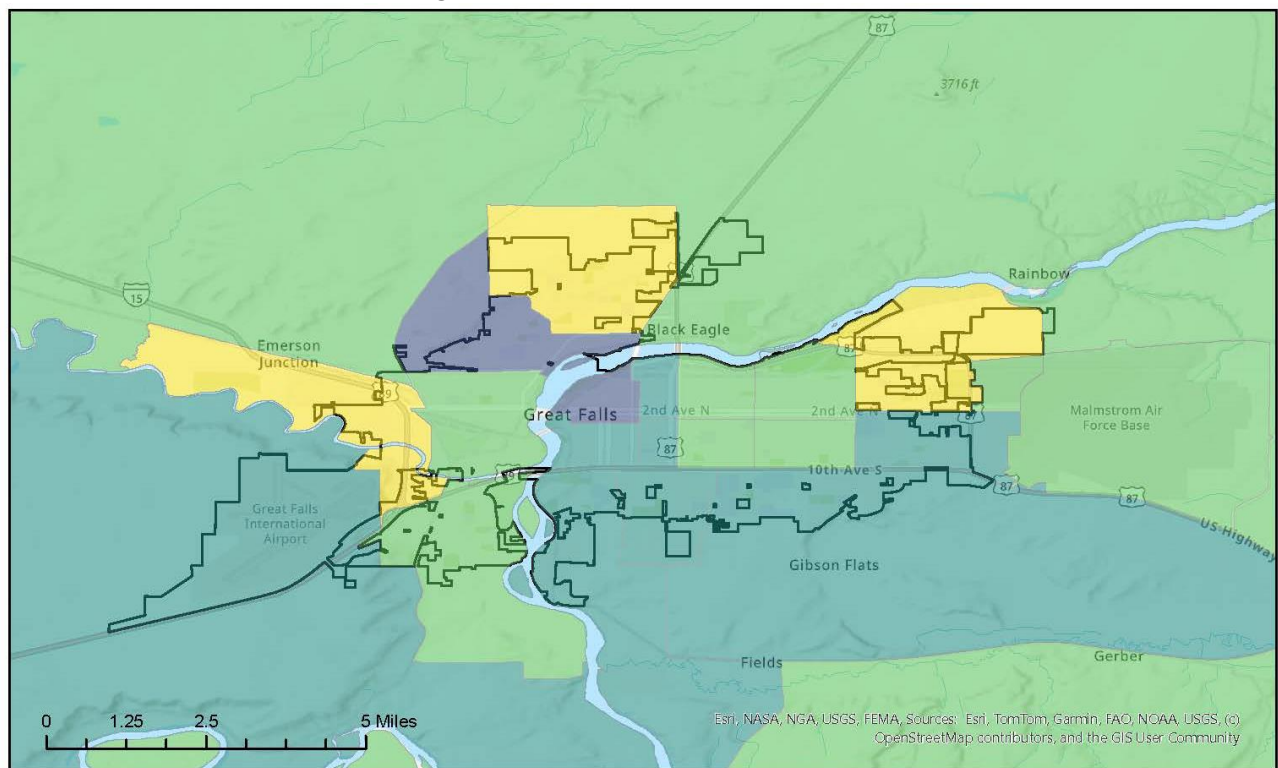
⁸ <chrome-extension://efaidnbmninnibpcajpcglclefindmkaj/https://growgreatfallsmontana.org/wp-content/uploads/2024/10/GFDA-EconDevStrategy-2024-2026.pdf>

MA-50 Needs and Market Analysis Discussion

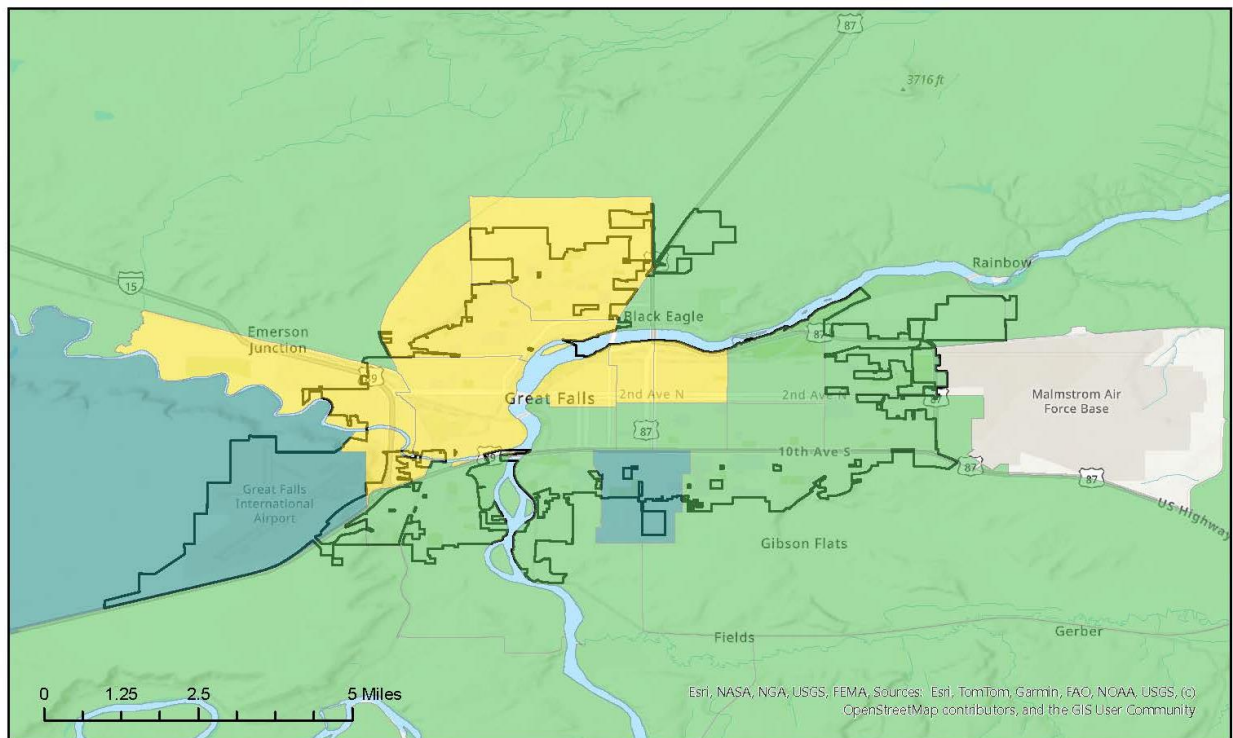
Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Housing problems impact low-income households at the highest rate. They are also concentrated geographically. As shown in Map MA-50.1, renter housing problems are highest north of 2nd Ave in central Great Falls with housing problems at a rate higher than 67.8%. The southern areas of the city are also impacted, but at a lower rate between 53.5% and 67.8%. Homeowner housing problems exist at a lower rate overall, but impact other areas in the city. These areas see rates of housing problems exceeding 34% and can be seen in Map MA-50.2.

Map MA-50.1: Renters with Housing Problems



Data Source: 2023 ACS

Map MA-50.2: Homeowners with Housing Problems

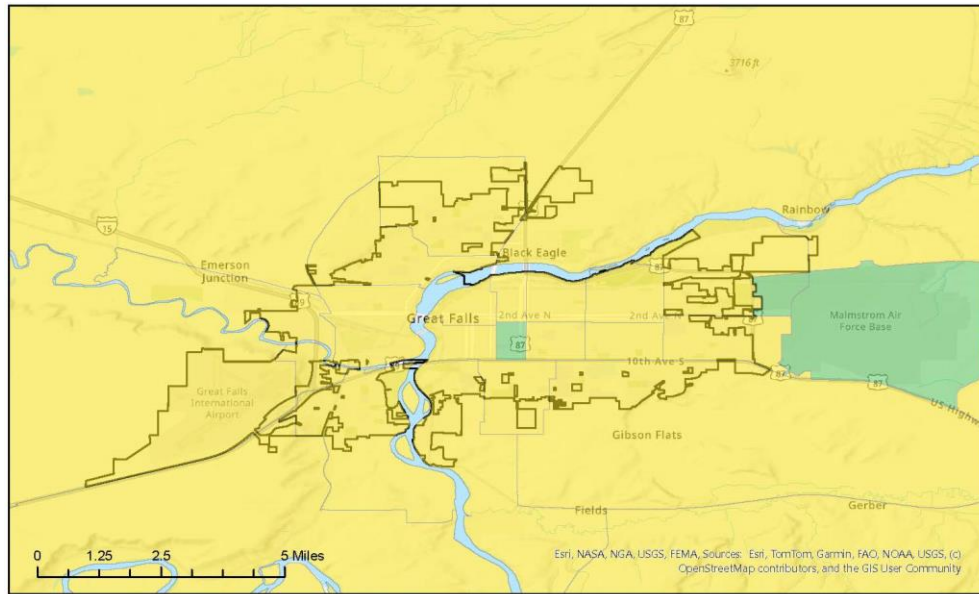
Data Source: 2023 ACS

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

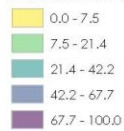
Map MA-50.3 shows the black or African American population in 2023. One census tract between 2nd Ave and 10th Ave has a higher concentration of black or African American households, but no areas have disproportionately higher rates of concentration (at least 10 percentage points higher than the jurisdictional average). American Indian or Alaskan Native households are shown in Map MA-50.4. There are two areas in the city with higher concentrations of American Indian or Alaskan Native households, near the city center, but no areas with a disproportionate rate. There are no areas in Great Falls have concentrations of Hispanic households, as shown in Map MA-50.5.

Poverty is also concentrated in portions of Great Falls. These areas are shown in Map MA-50.6. The highest concentration of poverty is seen in the city blocks directly east of the Missouri River in the city center. This area sees rates of poverty between 32.8% and 50.6%, disproportionately higher than the overall poverty rate of 14.0% for the city.

Map MA-50.3 Black or African American Population

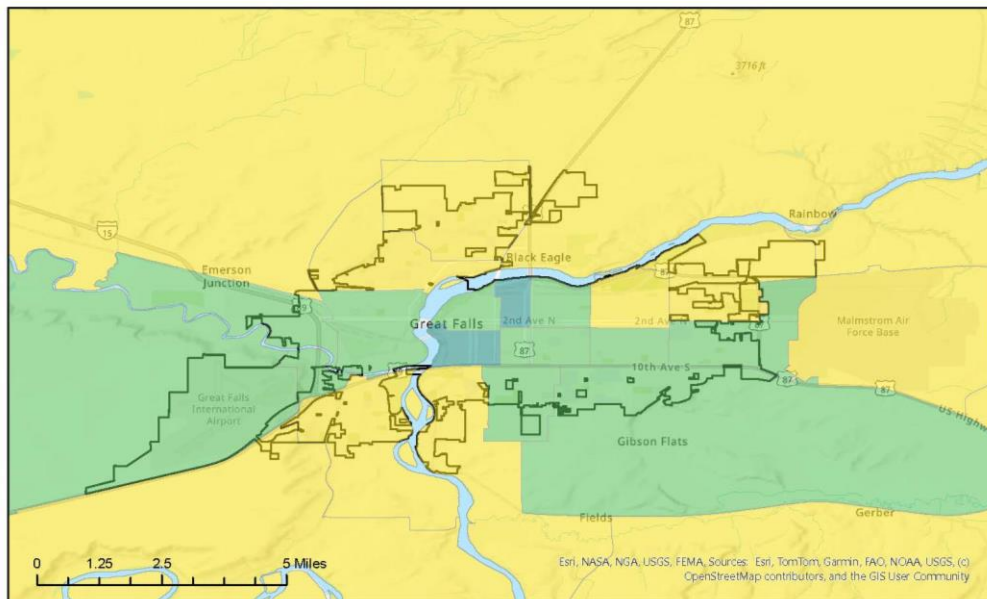


Percent of Population that is Black or African American alone, not Hispanic or Latino

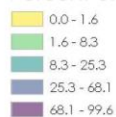


Data Source: 2023 ACS

Map MA-50.4 American Indian or Alaskan Native Population

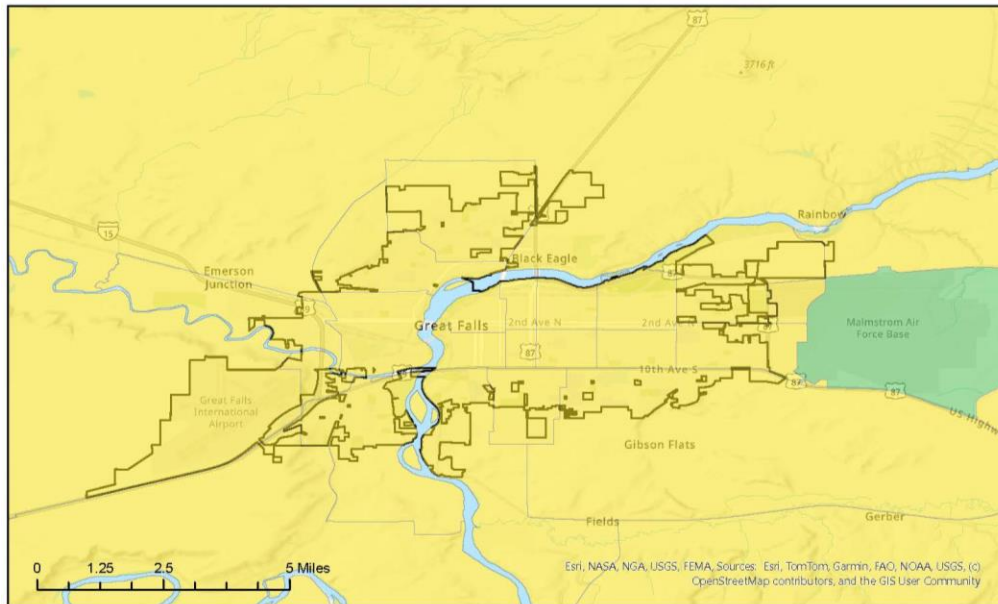


Percent of Population that is American Indian and Alaska Native alone, not Hispanic or Latino

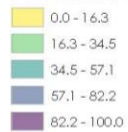


Data Source: 2023 ACS

Map MA-50.5 Hispanic Population

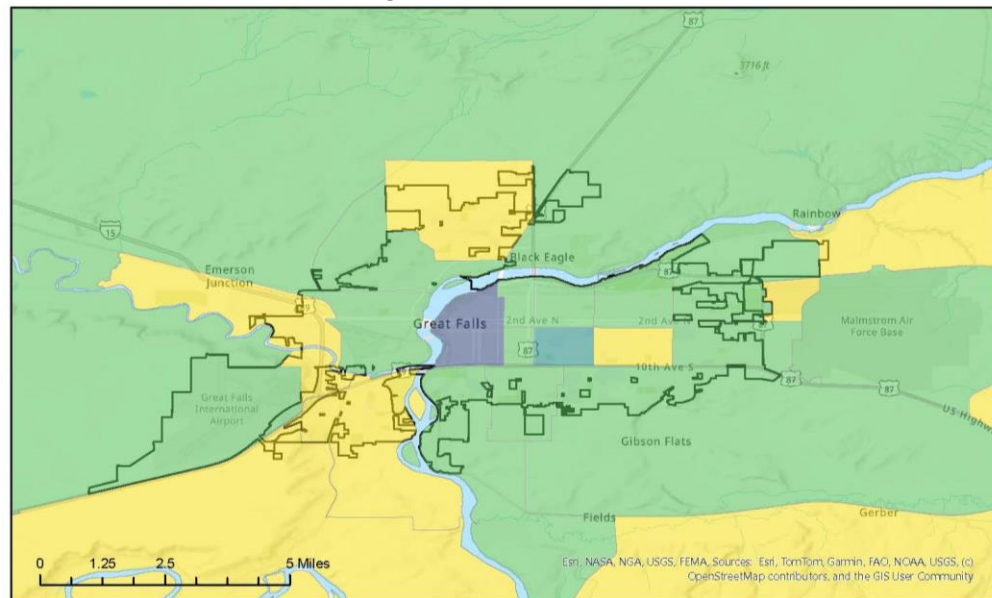


Percent of Population that is Hispanic or Latino

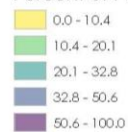


Data Source: 2023 ACS

Map MA-50.6 Population Living in Poverty



Percent of Population whose income in the past 12 months is below poverty level



Data Source: 2023 ACS

What are the characteristics of the market in these areas/neighborhoods?

These areas with higher rates of poverty and minority populations also tend to have higher rates of housing problems, particularly for renters. While median rents and median home values are lower

Are there any community assets in these areas/neighborhoods?

Downtown contains the city's historic main street, Central Avenue, and the Central Business Historic District. Tract 108 also contains the Great Falls Historic Railroad District (extending south into Tract 7), Great Falls Northside Residential Historic District and the city's two central parks, Gibson Park and Riverside Park.

The Great Falls Business Improvement District (BID) has focused its activities on façade and interior building improvements; cleaning, maintenance and beautification; new business activity; and residential development in the downtown area. BID provides financial support for façade improvements, new tenant rent payment, and interior renovation projects. Additionally, the BID is active in supporting the beautification and increased vibrancy of downtown through outdoor art projects. They also have a community ambassador program and are a key part of the Downtown Business Watch program which educates people about various safety issues.

Are there other strategic opportunities in any of these areas?

The downtown area of Great Falls is an area of focused investment and revitalization. The Downtown Master Plan focuses on ways to bring people and activity to Downtown Great Falls and strengthen it as the community's center for commerce, finance, entertainment, and culture. The Downtown Master Plan focuses on four key elements – Livability, Character, Accessibility, and Vitality – and provides a blueprint for future growth and development in Downtown Great Falls.

The City of Great Falls Downtown Access, Circulation, and Streetscape Plan was a study prepared for the City of Great Falls to outline a plan for strategic improvements to improve the access to and circulation within historic Downtown Great Falls, as well as to design a streetscape plan and to perform an analysis of Downtown parking. While it is not an adopted policy document, it is used by City Departments as a guide for public streetscape design changes and priorities, as well as a tool for supporting various grant applications to fund the recommended improvements.⁹

⁹

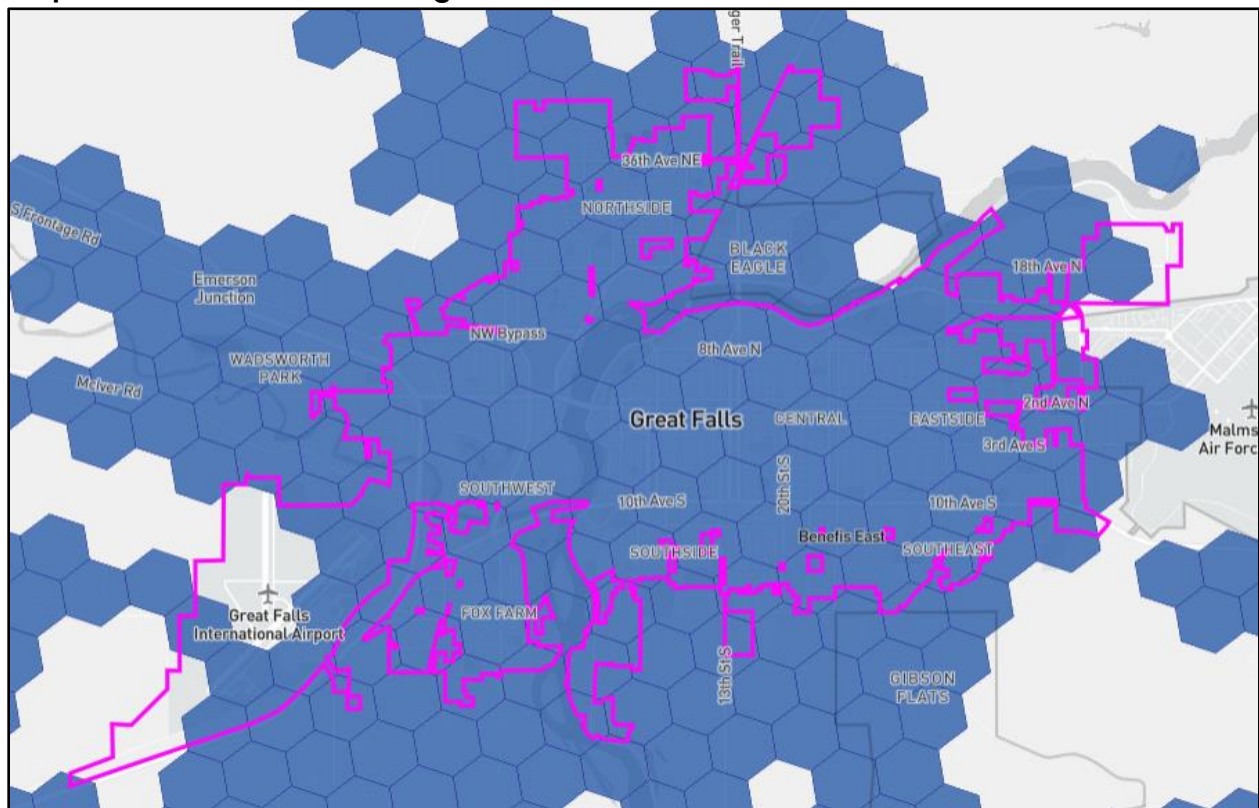
<https://greatfallsmt.net/planning/comprehensive-planning#:~:text=The%20Downtown%20Master%20Plan%20focuses%20on%20four%20key%20elements%20%E2%80%93Livability,of%20Great%20Falls%20Growth%20Policy.>

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

According to 2023 Five-Year ACS data, 88.4% of Great Falls households have an internet subscription, an increase from 75.1% in 2018. The Federal Communications Commission shows almost uniform access to broadband in Great Falls, as seen in Map MA-60.1. However, those in the lowest income ranges are the most likely to not have an internet subscription, according to 2023 Five-Year ACS data. For households with incomes less than \$20,000, 52.2% do not have an internet subscription. For households with incomes between \$20,000 and \$74,999, that decreased to 24.8%, and decreased further to 6.6% for households with incomes \$75,000 or more.

Map MA-60.1: Broadband Usage



Data Source: FCC National Broadband Map (April 2025)

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

While there are a number of broadband service providers in Great Falls, there is a continued need for competition to promote affordability and access, as well as choice, in the community. According to the Information Technology and Innovation Foundation, competition is a crucial component of broadband policy in that it pressures providers to

be efficient and innovative. In addition, as stated above, those in rural areas are less likely to have access or competitive services in the area.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The Montana Central Region Hazard Mitigation Plan found increased risks of drought, landslides or mudflow, severe weather, and tornadoes and windstorms. According to the report, "climate change has the potential to amplify physical hazards associated with drought" and other hazards¹⁰. The goals of the plan were designed to be:

- Goal 1: Reduce impacts to people, property, the environment, and the economy from hazards.
- Goal 2: Protect community lifelines and critical infrastructure to ensure the continuity of essential services.
- Goal 3: Increase public awareness and participation in hazard mitigation.
- Goal 4: Sustain and enhance jurisdictional capabilities to enact mitigation activities.
- Goal 5: Integrate hazard mitigation into other plans, processes, and regulations.
- Goal 6: Promote regional cooperation and leverage partnerships in mitigation solutions where possible.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The Great Falls Community Risk Reduction Assessment found the following:

Risk factors associated with poverty are often related to a lack of access to resources. Poverty is correlated with lower levels of health. Residents living in poverty may not have access to health clinics, health insurance, or healthy food. Additionally, when the cost of living in a community is high and a large portion of a household's income is dedicated to meeting basic needs, residents become limited in their choices when it comes to safety. For example, a family may forego the approved car seat to keep the lights on at home. Since poverty and affordability limit access to resources and make residents more vulnerable, it is important to understand poverty in our community so safety advocates can meet residents where they are.¹¹

¹⁰ [chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://des.mt.gov/Mitigation/MT-Central-Region-HMP-01-23-25.pdf](https://efaidnbmnnnibpcajpcglclefindmkaj/https://des.mt.gov/Mitigation/MT-Central-Region-HMP-01-23-25.pdf)

¹¹ <https://dashboards.mysidewalk.com/great-falls-fire-rescue-craig-plus/poverty-and-affordability>

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Needs Assessment and Market Analysis, which has been guided by the 2025 Housing and Community development Survey and public input, identified eight priority needs. These are described below.

- **Public Services** – There is a high priority need for support for public service operations in Great Falls that offer services for special needs populations, including, but not limited to, seniors, households experiencing homelessness, children and youth, people with substance use disorder, and mental health.
- **Affordable Housing** – The lack of affordable housing, both renter and homeowner housing, acutely impacts low-to-moderate-income households in Great Falls. There is a high-priority need for new affordable housing throughout the city and a need to support households in accessing housing through homebuyer assistance and other supportive means.
- **Housing Rehabilitation** – The age of the housing stock and deteriorating housing conditions limit housing availability for Great Falls households. There is a high priority of increasing housing options through housing rehabilitation.
- **Fair Housing** – In order to continue to provide access to housing for all households in Great Falls, there is a continued need to invest in fair housing activities.
- **Economic Development** – There is a high-priority need for continued support for businesses and job development to attract and retain businesses and promote economic opportunities for low-to-moderate-income households.
- **Public Facilities and Improvements** - New and updated public facilities and infrastructure are a high-priority need to support housing development, ADA updates, and benefit the low-to-moderate-income neighborhoods and households.
- **Planning and Administration** - City staff to administer, manage, and monitor CDBG and HOME funded activities.
- **CDBG Slum & Blight Removal** – It continues to be a high priority to remediate properties negatively affected by slum and blighted conditions. This will include clearance to provide affordable housing opportunities and/or public facility improvements.

These Priority Needs are addressed with the following Goals:

Public Services

Provide support to public service agencies' operating programs that benefit low to moderate income persons. The City of Great Falls will provide CDBG funds to social service agencies for activities that service low to moderate income people or areas.

Provide funding for activities that affirmatively further fair housing. The City of Great Falls will fund activities that include, but are not limited to fair housing education, counseling, outreach, and referrals pertaining to the laws, rights, and responsibilities related to housing and housing-related transactions, as well as service activities that reduce and remove barriers to fair housing choice.

Affordable Housing

Increase and preserve affordable housing opportunities for very low to moderate income renters, homeowners, first-time homebuyers, and those experiencing homelessness. This includes, but is not limited to rehabilitation, acquisition/rehab/resale, demolition, site preparation, reconstruction, and slum and blight activities.

Provide construction and rehabilitation assistance for very low to moderate income homeowners, rental property owners through the City's revolving loan fund. Provide construction and rehabilitation assistance for Public Housing Modernization activities. Housing Rehab may include meeting standard building code upgrades, demolition, site preparation, slum and blight activities, rehabilitation activities addressing livability and life safety.

Economic Development

Provide funding for projects which create decent paying jobs with benefits for persons from low to moderate income households. The City of Great Falls will fund economic development projects which will result in the creation and retention of jobs for low to moderate income people.

Public Facilities and Improvements

Provide public facility and infrastructure assistance to improve access for low-to-moderate-income households in Great Falls.

Planning and Administration

City staff to administer, manage, and monitor CDBG and HOME funded activities.

CDBG Slum & Blight Removal

The City will allocate funding to remediate properties negatively affected by slum and blighted conditions. This will include clearance with the end goal of providing affordable housing opportunities and/or public facility improvements.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

The geographic area for the entitlement city, Great Falls, Montana, is outlined as the area within the city limits as established by the City of Great Falls. The city does not have any census tract areas of minority concentration based on Federal Financial Institutions Examination Council (FFIEC) data. However, the city does have areas of low-income concentration, which are defined as areas where 51% of the population has income at or below 80% AML.

General Allocation Priorities

The City of Great Falls does not allocate funding priorities based on a geographic preference. Funding priorities are based on community need and the number of individuals or households that can benefit from the limited amount of funding available. Some allocations are based on an area need and focus efforts in LMI areas with 51% LMI residents, based on HUD's area benefit calculation tool. That is the only geographic distinction that is made by the City of Great Falls.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

1	Priority Need Name	Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	municipality
	Associated Goals	Public Services
	Description	There is a high priority need for support for public service operations in Great Falls that offer services for special needs populations, including, but not limited to, seniors, households experiencing homelessness, children and youth, people with substance use disorder, and mental health.
	Basis for Relative Priority	Priority needs were determined by consideration of the needs assessment, housing, and homeless inventory, as well as consideration of the 2025 Housing and Community Development Survey and work group results.

2	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	municipality
	Associated Goals	Affordable Housing CDBG Slum & Blight Removal
	Description	The lack of affordable housing, both renter and homeowner housing, acutely impacts low-to-moderate-income households in Great Falls. There is a high-priority need for new affordable housing throughout the city and a need to support households in accessing housing through homebuyer assistance and other supportive means.
	Basis for Relative Priority	Priority needs were determined by consideration of the needs assessment, housing, and homeless inventory, as well as consideration of the 2025 Housing and Community Development Survey and work group results.

3	Priority Need Name	Housing Rehabilitation
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Municipality
	Associated Goals	Affordable Housing
	Description	The age of the housing stock and deteriorating housing conditions limit housing availability for Great Falls households. There is a high priority of increasing housing options through housing rehabilitation.
	Basis for Relative Priority	Priority needs were determined by consideration of the needs assessment, housing, and homeless inventory, as well as consideration of the 2025 Housing and Community Development Survey and work group results.

4	Priority Need Name	Fair Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Municipality
	Associated Goals	Public Services
	Description	In order to continue to provide access to housing for all households in Great Falls, there is a continued need to invest in fair housing activities.
	Basis for Relative Priority	Priority needs were determined by consideration of the needs assessment, housing, and homeless inventory, as well as consideration of the 2025 Housing and Community Development Survey and work group results.

5	Priority Need Name	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Public Housing Residents Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Municipality
	Associated Goals	Economic Development
	Description	There is a high-priority need for continued support for businesses and job development to attract and retain businesses and promote economic opportunities for low-to-moderate-income households.
	Basis for Relative Priority	Priority needs were determined by consideration of the needs assessment, housing, and homeless inventory, as well as consideration of the 2025 Housing and Community Development Survey and work group results.
6	Priority Need Name	Public Facilities and Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Non-housing Community Development
	Geographic Areas Affected	Municipality
	Associated Goals	Public Facilities and Improvements CDBG Slum & Blight Removal
	Description	New and updated public facilities and infrastructure are a high-priority need to support housing development, ADA updates, and benefit the low-to-moderate-income neighborhoods and households.
	Basis for Relative Priority	Priority needs were determined by consideration of the needs assessment, housing, and homeless inventory, as well as consideration of the 2025 Housing and Community Development Survey and work group results.

7	Priority Need Name	Planning and Administration
	Priority Level	High
	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	Municipality
	Associated Goals	Planning and Administration
	Description	City staff to administer, manage, and monitor CDBG and HOME funded activities.
	Basis for Relative Priority	City staff to administer, manage, and monitor CDBG and HOME funded activities.
8	Priority Need Name	CDBG Slum & Blight Removal
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Municipality
	Associated Goals	Affordable Housing CDBG Slum & Blight Removal
	Description	It continues to be a high priority to remediate properties negatively affected by slum and blighted conditions. This will include clearance to provide affordable housing opportunities and/or public facility improvements.
	Basis for Relative Priority	Priority needs were determined by consideration of the needs assessment, housing and homeless inventory, as well as consideration of the 2025 Housing and Community Development Survey and work group results.

Table 46 – Priority Needs Summary

Narrative (Optional)

The Priority Needs as described above were decided based on the results of the Needs Assessment, Market Analysis, public input, and stakeholder outreach. These needs are matched with goals that will help address these needs over the next five years.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	As rents continue to increase, renters, in particular, are impacted by cost burdens. The lowest income renters are impacted at rates of 79.4%. These market conditions increase the level of need for rental assistance, but make providing support difficult due to the lack of available funds to support the number of households in need with rising costs.
TBRA for Non-Homeless Special Needs	In addition to the rising costs of rents, special needs households face additional barriers to finding and maintaining housing in Great Falls. As the population ages and disability rates increase for these older populations, affordable and accessible housing may be a challenge for lower-income households. Other special needs populations that require supportive services also face additional challenges with a lack of housing within their price range. This lack of supply may result in additional households in need of housing assistance in Great Falls.
New Unit Production	The City has worked with local developers and non-profit agencies to produce new housing opportunities. Unfortunately, the number of new affordable units is still smaller than the demand from low and moderate income residents. Costs for building new housing have greatly increased in recent years. The building codes require overengineered foundations and this may be a significant cost; however, it is necessary because of the clay formation underlying much of the city. The current zoning and setback requirements can be restrictive for developing affordable housing in situations where developers wish to use odd-size or small lots or construct high density. Additionally, no affordable housing incentives such as reduced lot sizes and setbacks or waived building permit fees are available to developers of affordable housing. Currently, no affordable housing zoning ordinances exist.
Rehabilitation	The age of the housing stock suggests the need for rehabilitation to continue to make these units livable. Maintaining these older units may help preserve the affordable housing stock within the city as costs rise.

Acquisition, including preservation	<p>The basic housing affordability problem for many residents is the disparity between income levels and housing costs, especially for low and moderate income people. Average housing prices have grown faster than income levels, making it difficult or impossible for many families to save enough for a down payment or to afford the monthly cost of a mortgage, interest, insurance and taxes. This problem is worse for people with poor credit histories, especially those people with low and moderate incomes.</p>
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Table 47 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The following table describes the City of Great Falls' CDBG & HOME anticipated resources to carry out the goals of the Consolidated Plan. The amounts below reflect the 2024 Allocation amounts until the 2025 amounts are released.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$777,762.00			\$777,762.00	\$3,111,048	
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$231,257.10			\$231,257.10	\$925,028.40	

Table 48 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

Federal funding will be leveraged with the support of local, state, and outside (private) sources of funding. CDBG and HOME projects can maximize their local impact within the Great Falls community when combined with leveraged local resources among area providers.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Great Falls	Government	Economic Development, Non-homeless Special Needs, Planning, Neighborhood Improvements, Public Facilities, Public Services, Affordable Housing (Ownership and Rental)	Jurisdiction
Great Falls Housing Authority	PHA	Public Housing	Jurisdiction

Table 49 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City is a public entity whose purpose relative to housing and other categories pertinent to CDBG and HOME grant funding involve such areas as planning, financing, code enforcement, zoning enforcement, building inspection, plan review and overall community development. The City's financial resources for assistance are the CDBG and HOME programs. In addition to having its own housing programs, the City allocates federal funds to housing and non-profit agencies to address housing, economic development, public facility and public services issues. These programs are administered through the Planning & Community Development Department with support, as necessary, from other departments within the City of Great Falls. Policy oversight is provided by the City Commission. Administrative oversight is provided by the City's department director and the City Manager.

The City works in conjunction with the various entities described in the previous section (such as local housing, community development and social service providers) and groups such as the Continuum of Care for Homelessness to ensure the Consolidated Plan accurately reflects the needs of the community. The City Grant Committee, comprised of staff professionals who are familiar with CDBG and HOME Program requirements, provides application funding recommendations, and the City Commission makes the final decision on the direction the City will take to meet the needs identified in the Consolidated Plan.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Other			

Table 50 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The various entities previously described have a history of collaboration with the City in seeking to meet the needs of low income and at-risk populations, including service needs of the homeless and chronically homeless. This collaboration has become increasingly crucial as funding resources have decreased at most governmental levels. The City anticipates being able to implement the programs/projects proposed in the Consolidated Plan unless federal funds become unavailable, reduced or delayed for a substantial period of time. The City works in conjunction with local housing, community development and social service providers, as well as groups such as the Continuum of Care for Homelessness, to ensure the Consolidated Plan accurately reflects the needs of the community.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above.

Individuals experiencing homelessness and persons with HIV have clear gaps in services. However, service gaps evident for persons with HIV are partially due to the low level of HIV/AIDS population currently in Great Falls. The jurisdiction does not currently receive HOPWA funding, and City-County Health Services provides health and treatment related services to those with HIV rather than providing housing assistance as HOPWA is intended. Gaps in homeless services may be explained by the Great Falls Rescue Mission being the primary emergency shelter and provider of homeless services in the community. As a faith-based organization, the Rescue Mission prefers not to accept federal funding for their projects and is financially supported almost exclusively with donations. Thus, no CDBG funds have been used to support or increase service delivery to homeless individuals.

Locally, the turnover of some non-profit agency leadership due to lack of available funding or retirements have created a gap in experience and knowledge in the local workforce. Mentorship and replacing these key community leaders is essential for maintaining current level of service.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

Coordination between local nonprofit agencies and services is essential to overcoming gaps. Discussing current best practices and success stories through collaborative meetings will avoid duplication or gaps in services provided and avoid agencies competing against each other for scarce CDBG/HOME funding dollars when applying yearly.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Services	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Great Falls	Public Services Fair Housing	CDBG: \$480,000	Public service activities other than Low/Moderate Income Housing Benefit: 4000 Persons Assisted
2	Affordable Housing	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs	City of Great Falls	Affordable Housing CDBG Slum & Blight Removal Housing Rehabilitation	CDBG: \$1,080,000 HOME: \$1,040,657	Homeowner Housing Added: 5 Household Housing Unit Direct Financial Assistance to Homebuyers: 35 Households Assisted Buildings Demolished: 2 Buildings Rental units rehabilitated: 35 Household Housing Unit Homeowner Housing Rehabilitated: 20 Household Housing Unit
3	Economic Development	2025	2029	Non-Housing Community Development Economic Development	City of Great Falls	Economic Development	CDBG: \$300,000	Jobs created/retained: 15 Jobs Businesses assisted: 10 Businesses Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Facilities and Improvements	2025	2029	Public Housing Non-Homeless Special Needs Non-Housing Community Development	City of Great Falls	Public Facilities and Improvements	CDBG: \$1,050,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted Buildings Demolished: 2 Buildings
5	Planning and Administration	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development Planning and Administration	City of Great Falls	Planning and Administration	CDBG: \$777,762 HOME: \$115,628	Other: 5 Other
6	CDBG Slum & Blight Removal	2025	2029	Affordable Housing Homeless Non-Housing Community Development	City of Great Falls	Affordable Housing Public Facilities and Improvements CDBG Slum & Blight Removal	CDBG: \$200,000	Buildings Demolished: 4 Buildings

Table 51 – Goals Summary

Goal Descriptions

1	Goal Name	Public Services
	Goal Description	<p>Provide support to public service agencies' operating programs that benefit low to moderate income persons. The City of Great Falls will provide CDBG funds to social service agencies for activities that service low to moderate income people or areas.</p> <p>Provide funding for activities that affirmatively further fair housing. The City of Great Falls will fund activities that include, but are not limited to fair housing education, counseling, outreach, and referrals pertaining to the laws, rights, and responsibilities related to housing and housing-related transactions, as well as service activities that reduce and remove barriers to fair housing choice.</p>
2	Goal Name	Affordable Housing
	Goal Description	<p>Increase and preserve affordable housing opportunities for very low to moderate income renters, homeowners, first-time homebuyers, and those experiencing homelessness. This includes, but is not limited to rehabilitation, acquisition/rehab/resale, demolition, site preparation, reconstruction, and slum and blight activities.</p> <p>Provide construction and rehabilitation assistance for very low to moderate income homeowners, rental property owners through the City's revolving loan fund. Provide construction and rehabilitation assistance for Public Housing Modernization activities. Housing Rehab may include meeting standard building code upgrades, demolition, site preparation, slum and blight activities, rehabilitation activities addressing livability and life safety.</p>
3	Goal Name	Economic Development
	Goal Description	<p>Provide funding for projects which create decent paying jobs with benefits for persons from low to moderate income households. The City of Great Falls will fund economic development projects which will result in the creation and retention of jobs for low to moderate income people.</p>

4	Goal Name	Public Facilities and Improvements
	Goal Description	Provide public facility and infrastructure assistance to improve access for low-to-moderate-income households in Great Falls.
5	Goal Name	Planning and Administration
	Goal Description	City staff to administer, manage, and monitor CDBG and HOME funded activities.
6	Goal Name	CDBG Slum & Blight Removal
	Goal Description	The City will allocate funding to remediate properties negatively affected by slum and blighted conditions. This will include clearance with the end goal of providing affordable housing opportunities and/or public facility improvements.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Great Falls estimates that it will provide 75 households with affordable housing during the 2025-2029 Consolidated Planning period.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable.

Activities to Increase Resident Involvements

The Great Falls Housing Authority (GFHA) encourages tenants to be involved in the management of public housing through having two tenants on the Housing Authority Board of Commissioners. Resident board members serve two-year terms. All members serve without compensation.

In addition to preparing and distributing quarterly newsletters that offer residents seasonal information, updates, and reminders, GFHA hosts public hearings to obtain input from residents as to their needs and opinions, including those related to the annual plan and proposed rehabilitation of housing units. The information obtained from these hearings is considered in the annual grant application submitted by GFHA.

In-depth information regarding GFHA can be found in the Needs Assessment and Housing Market Analysis of this Consolidated Plan (NA-35 Public Housing; MA-25 Public and Assisted Housing).

Is the public housing agency designated as troubled under 24 CFR part 902?

No.

Plan to remove the 'troubled' designation

Not applicable.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

A review of the City's planning and zoning found the primary barriers to the development of affordable housing are a lack of incentives and the cost of development. This includes the cost of land, labor, and materials.

The cost of housing development has seen increases over the past decade, that has made the development of affordable housing difficult, especially at a rate that is meant to keep pace with community needs. This is seen in the continuing rise of housing costs in Great Falls and across the state of Montana.

Great Falls first adopted a zoning ordinance to regulate the use of land and buildings in 1930. The last comprehensive update of these regulations occurred when the Unified Land Development Code was adopted in 2005. The current zoning and subdivision code implements the City's growth policy, Missouri River Corridor Plan, neighborhood plans and Long Range Transportation Plan. The purposes of the code are: 1) to ensure that all development is guided by and gives consideration to the Growth Policy; 2) to provide clear, consistent standards, regulations and procedures for the review of all proposed development within the city; and, 3) to safeguard the public health, safety and general welfare by establishing minimum standards for design and development. No affordable housing incentives such as reduced lot sizes, setback standards or waived building fees are available to developers of affordable housing.

In Montana, property tax is the only way authorized by the legislature for cities to raise money to provide local government service and finance schools. Therefore, the tax burden falls on property owners. The cost of building new housing is also affected by the concept that the user pays. The developer of new housing must pay the full cost of extending water and sewer services, connecting to city utilities and putting in curbs, gutters, sidewalks and paved streets. While these requirements affect the cost of housing, these standards are also important to positively impact the quality, permanence, safety and environmental aspects of the Great Falls community.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The Great Falls City Commission sets policy addressing barriers to affordable housing for the city. The Planning and Community Development Department (PCD) deals with all policies related to land use, zoning ordinances, building codes, growth limitations, and fees and charges. The Department researches policy questions and looks for best practices in following the policies set forth by the Commission. Recommendations to the Administration and the Commission are made with input from the public as well as stakeholders that are interested in the policies.

The City is undertaking the process to develop a new Growth Policy and is currently drafting the document at the date of this draft. This plan will help define how the City will accommodate growth, including affordable housing into the future to 2045. The current Growth Policy (2013) strengthened and highlights existing initiatives while creating the pathway for others. It is utilized for guidance in land use, service delivery, policy making

and decision making regarding annexation, rezoning, and other discretionary land use decisions.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Great Falls does not provide direct assistance to homeless outreach programs. There are a number of agencies within the city that provide special outreach services for homeless persons and their individual needs. The City will continue to work with these organizations to reduce and eventually end homelessness. Opportunities, Inc., continues to be a great resource for the city, facilitating a number of local, state, and federal programs to assist with homelessness. Additionally, NeighborWorks Great Falls, Habitat for Humanity, Rural Dynamics Inc., St. Vincent de Paul of North Central Montana, Volunteers of America, Alliance for Youth, Indian Family Health Clinic, and YWCA, among others, provide services to help prevent homelessness.

Addressing the emergency and transitional housing needs of homeless persons

The City of Great Falls will provide grant funding to address the housing needs of homeless persons through public service activities.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Great Falls Rescue Mission is the primary emergency shelter provider in Great Falls. It is difficult to delineate the specific numbers of beds available for emergency shelter versus transitional housing, as the organization does not use governmental funding and is not restricted by specific programming requirements. As a result, the Mission can be flexible regarding bed usage. Whether a specific bed is used for emergency or transitional shelter is driven by actual need on that particular day. Overall, there are 52 beds available in the men's shelter and 65 beds in the women's shelter. In an emergency such as life-threatening weather, the Mission will also provide additional mats on the floor for men and women and foldaway cribs for children.

The Rescue Mission's Cameron Family Center accommodates 114 beds and focuses on housing homeless families. The beds are set up in 28 rooms with private bathrooms to provide a more private place for families to be together. The facility also has space available for supportive services including a medical/dental clinic, year-round youth programs, and coordinated social services.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Opportunities, Inc., provides assistance with eviction prevention and counseling. The Great Falls Housing Authorities Fair Housing Specialist provides information to landlords and tenants on how to avoid evictions. NeighborWorks Great Falls offers foreclosure prevention counseling and financial assistance as well as rental counseling, while Habitat for Humanity offers foreclosure prevention for their partner families. Additionally, Young Parents Education Center offers individual counseling and group classes to help young adults with life skills, referrals to avoid evictions, assistance with rental applications, and coordination with landlords to prevent eviction and homelessness. The Center for Mental Health provides individual counseling and assistance for people being discharged from mental health facilities.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards.

Preventive and rehabilitative measures will be taken in all CDBG and HOME funded housing and public facilities projects that serve young children to ensure the extinction of lead-based paint hazards. All rehabilitation projects in which the building was constructed before 1978 will address lead-based paint regulations. Information about lead-based paint hazards will be provided to all people who apply for City housing rehabilitation loans. If lead-based paint is found during initial testing on a project where families with children under the age of six reside, the potentially affected children will be referred for testing for lead-based paint exposure.

All CDBG and HOME funded housing project sites which have visual paint deterioration where rehabilitation will take place will be tested by a certified risk assessor for the presence of lead-based paint using the XRF Technology Lead Analyzer. On any sites that test positive, only contractors certified in safe work practices will be used for abatement. Clearance tests will be performed by an Environmental Protection Agency (EPA) certified risk assessor and a certified laboratory after interim controls are completed.

The City will pay for lead-based paint testing on all projects through the City's housing rehabilitation programs, with homeowners only incurring greater costs if a contractor has to be hired. The City will provide outreach activities for lead-based paint hazards through notifying contractors of the availability of lead-based paint certification classes if certified private companies hold such classes during the upcoming year. Lead-based paint hazards will be taken into consideration on all pertinent CDBG-funded projects being undertaken by sub-grantees.

How are the actions listed above related to the extent of lead poisoning and hazards?

Preventive and rehabilitative measures will be taken in all CDBG and HOME funded housing and public facilities projects that serve young children to ensure the extinction of lead-based paint hazards. All rehabilitation projects in which the building was constructed before 1978 will address lead-based paint regulations. Information about lead-based paint hazards will be provided to all people who apply for City housing rehabilitation loans. If lead-based paint is found during initial testing on a project where families with children under the age of six reside, they will be referred for testing for lead-based paint exposure.

How are the actions listed above integrated into housing policies and procedures?

Lead-based paint hazards will be taken into consideration on all pertinent CDBG-funded projects being undertaken by sub-grantees.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The rate of poverty in Great Falls decreased slightly from 2018 to 2023, from 14.5% to 14.0%, which is still higher than the national rate of poverty. Activities to reduce the number of poverty-level families will center around strengthening existing collaborations and seeking new ways to partner with agencies and organizations that work directly with poverty-level households to provide intervention and assistance services. Such services may include but are not limited to: counseling, substance abuse, mental health treatment, health services, adult education and job re/training, employment services, financial management and credit counseling, parenting programs, after-school and daycare assistance programs, and life skills training.

Through the network of supportive services that are directly or indirectly supported by the City of Great Falls, households living in poverty will have access to the resources that can help lift them out of poverty and access self-sufficiency.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The Consolidated Plan is a guiding document for the next five years within the community, and affordable housing is a crucial portion of the Plan, as indicated in the goals set forth in the Strategic Plan and expressly stated in the Executive Summary. The Montana Continuum of Care is the coordinating agency for the chronically homeless and for those at risk of homelessness, but local agencies such as the Great Falls Rescue Mission are essential in supporting those goals.

The City of Great Falls' goals, programs and policies are aligned with local nonprofit, faith-based and private businesses to provide decent, safe, and affordable housing as stated in the goals and objectives. The Consolidated Plan, citizen participation process for every Annual Action Plan, and the monthly coordination meetings between service and housing providers aim to align agency goals with those stated in the Consolidated Plan. Assistance to LMI persons will be guided by the input provided to create the affordable housing objectives outlined in this Plan.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

The City will be responsible for managing the day-to-day operations of the CDBG and HOME programs. This includes monitoring the performance of all CDBG and HOME subrecipients by reviewing program agreements and requirements with grant subrecipients prior to project start, monitoring projects through project completion, and obtaining required documents prior to paying out full grant funds.

Grant award letters for each CDBG and HOME Program funding agreement will include language regarding the need for timeliness in project implementation. See the following Performance Measurement section regarding actions that will be taken to monitor performance as related to meeting priorities and objectives set forth in the Consolidated Plan. All entities receiving CDBG and HOME funding are required to provide quarterly project updates and project completion information, which includes individual and community benefits.

All CDBG subrecipients other than City departments will be monitored on-site at least once during the grant activity period. All CDBG subrecipients receiving and retaining program income will be monitored on-site annually to ensure compliance with CDBG regulations.

All rental housing developed with the use of HOME funds will be monitored for property standard requirements and rent restrictions in accordance with HOME requirements and periods of affordability.

All CDBG Revolving Loan Program rental rehabilitation projects undertaken by the City will be monitored in the first year of residency and again in the second year as required by the program policies of the City Rental Improvement Loan Program to verify that rents are being kept within the required range.

All projects which involve construction contracts of more than \$2,000 will be monitored to ensure compliance with Davis-Bacon Act regulations.

Appendix A : Public Input

Affordable Housing Work Group

March 26, 2025

Speaker 1

With me also is Tom Hazen, our grants administrator for the city and online. We have Megan brace. She is our consultant with Community and Policy advisors. She was recommended to us ever so graciously by our partners at the state. She's helping us put together this plan and helping. Must track all the results of the. Surveys we sent out a couple of. Weeks ago, and she's going to be kind of leading our meeting. Day. So I'll turn this over to Megan and she can give it a.

Speaker 2

Go. Thank you, Sophia. I do.

Speaker 1

Hold on one one quick request, ma'am. They wanted to go around the room and introduce themselves, and then we can have the folks online.

Speaker 2

Yeah.

Speaker 1

Do that as well.

Speaker 2

Perfect.

Speaker 1

Go ahead once you.

Speaker 4

Start Hamburg don't have any residential.

Speaker 7

Dave Clark with great following development alliance.

Speaker 4

Work with, volunteer with the housing and homeless groups and the continuing care group. And then I'm also on the Board of Directors of Trust Montana, the statewide Community Land Trust. Board of housing.

Speaker 1

These are All Star. Yes, she is.

Speaker 5

Carry you carry them from us.

Speaker 8

Great. Gross. Nick. Also with family problems.

Speaker 4

Clearwater Credit union. Mayor the Dawson Community specialist for the city.

Speaker 9

Once again.

Speaker 4

Griffin was like we just found out about this and was curious and.

Speaker 1

Thank you for coming. We really appreciate it.

Speaker 9

Dean Snow, with the last two years on the program, director of Civility.

Speaker 2

And my name is Rosie Besecker. I'm with the Lynn St.

Speaker 1

And how about the folks online?

Speaker 5

My name is Dee and I'm with accessible spaces.

Speaker 1

Shiloh the terrace here from North Central Independent living services.

Speaker 4

Hi, I'm Beth matsko. I am the agency deputy director with opportunities incorporated.

Speaker 7

Rob mocks and the city of Great Falls Neighborhood Council liaison.

Speaker 2

Thomas or Kyle, would you like to introduce yourselves?

Speaker 10

Transpired with alliance for youth.

Speaker 2

OK. OK. Did anyone else would like to introduce themselves?

Speaker

OK.

Speaker 2

All right, great. Well, thank you all for coming. As Sylvia mentioned, my name is Megan Brace. I work with community and policy advisors and we are working on this consolidated plan with the city of Great Falls. So the purpose of this meeting today is to really talk about what is a consolidated plan, what are we doing? Give you kind of a brief overview of some of the data we've collected and then really have an opportunity for discussion. I do want to let you know that we are recording this meeting that gives other people the opportunity to access this information. It also gives us the opportunity to look back at any comments that might be made so that we can be aware of those as we're working through this. We do ask that you just, if you're online, stay muted for this first. Start and then you know please feel free to unmute once we start having a discussion. If you do need clarification or anything while I'm going through the presentation, please feel free to interrupt me. UM. But I just wanted to start by talking about what is a consolidated plan. So this is a process that we undertake every five years and it helps us understand what the needs are in our communities and how we can address those needs with these HUD funds that we're going to talk about. So what we do is we look at data to set priorities and then goals that will last for the next 5 years. And once we've identified those goals, we also allocate a certain amount of funds that we'll be spending over that five year period. Each year

after that, we have an annual action plan. And what this does is it looks at particular projects and activities that will be undertaken during that program year. And then after that program year closes, we have what's called a caper and that caper lets us look back on the previous program year. Lets us measure for meeting those goals and maybe if we need to make changes to how we're meeting those goals and kind of understand our progress in terms of that five year consolidated plan. When we're talking about funding, we're talking about these two main types of funding that Great Falls gets the 1st is the Home Investment Partnership and this type of funding primarily goes towards housing. It can be new development or rehabilitation, homeowner or renter housing or direct assistance. The low to moderate income households. The other type of funding is community development block grant. So CDBG is our broadest source of funding and this can be used to help with certain types of housing projects. It can be used for things like public facilities and public services or economic opportunities. And all of these are benefiting low to moderate. Income households. When we're talking about the kind of money that we're getting, we're not getting a whole lot in terms of homes and we're talking about that housing funding, we're getting about 230,000. Dollars a year. Uh, the numbers here in front of you are from 2024. We don't have our 2025 numbers yet, but they tend to be fairly similar year to year. For CDBG, we have about \$770,000 annually. So what we have in front of us is what the goals are for the current consolidated plan. So these are what we're looking at in terms of changing them, updating them or keeping them the same as we move into this next five year period. So for the 2020 to 2024 consolidated plan? The goals were public services, affordable housing, housing, rehabilitation, fair housing, economic development, public facilities and improvements, and then planning and administration. So these are what we're looking at. We're deciding if these are still applicable in terms of how we want to use this funding starting in this 2025 program. So when we're going through this process, we're doing a lot of things. We're starting out with a quantitative data analysis. I'm going to show you just a little snippet of some of that information today. We're looking at how housing is changing, how economics are changing and how the demographics are changing in the city. But then we're also looking at public input. So we had a survey and I'm going to provide some of those results today for you guys to look at. We're also having public meetings. We're having work groups like this one today and then a public review meeting once the document has gone out for public review. So all of these pieces come together. We use the input from the public input process in conjunction with that data that we're collecting to help us see what types of needs we're seeing and then what types of goals we're going to work for in this five year period. So I'm going to take a few minutes and just talk about how things are changing, what we're seeing us trends in the community. And maybe how? What shifts we're seeing, so the population has grown slightly since 2010 about 3% between 2010 and 2023. Most of that growth occurred before 2020. So not a huge amount of growth, but we are seeing some growth in the community. But with that growth, what we are seeing is a kind of a change in the demographics. So part of that is we're seeing the population aging. So those 55 and older. We're seeing grow as a percentage of the population, especially those 65 and 3rd are growing at a faster rate than those younger populations, all with the exceptions of those 25 to 34, they're decreasing as a percentage of the population. So we're really seeing the population stage and what does that mean for us in terms of housing and services and how we can accommodate that change. We also look at the number of people within our community that have at least one form of disability. So overall, about 17% of the population is considered to have one form of disability or another. And and this is particularly significant in our older population, so 75 or older. About 42% of the population 75 and older, have at least one form of disability. So you know when we're seeing that population age, what does that mean when we're looking at, you know, close to half of that population having the disability? We also look at things like income. How is that changing? So the mean median

income between 2018 and 2023, we're looking at the last five year period here increased by about 40%. So we are seeing some growth in incomes in Great Falls. A lot of that. Is in these upper income ranges, so about \$75,000 and more. We're seeing grow as a percentage. Of household incomes, we're seeing those, you know, those lower incomes fall as a percentage. So really those you know, those higher incomes are growing for a portion of the population on the other end of the spectrum. We have poverty. I mean, there hasn't been a huge amount of change in poverty at this time. So we're seeing, you know, overall incomes growing. We're seeing this, you know, this bottom income group staying about the same. So in 2018, the poverty rate was about 14.5% that decreased slightly to 14% in 2023. Those most impacted are children under 18. About 19% of those under five are in poverty and about 18.5 for those five to seven. So pretty significant proportion of our children living in poverty, to give you some perspective, the national poverty rate in 2023 is about 11%. So we're slightly higher than that. And for a family of four, the rate to be living under poverty is about \$30,000 in 2023. And so that's what we're talking about in terms of these households within our community living in poverty. We talked about income and when we talk about income, we also talked about housing costs. So if households are able to afford their housing and how those costs are changing over time. So we're looking at the same time period here, 2018 to 2023 to give us a comparison. These are the median rents, the median rent overall increased by about 23% in that five year period. You know, we're seeing significant change in. The 1000 to \$2000 rental range, those are increasing, you know at a faster rate than some of these other rental rates. We'll talk in a minute about kind of affordability. But just seeing this growth in rental costs in Great Falls. We're seeing a similar trend in home values, so the information here is about home values is not based on sale prices, but it's based on home values so that we can look at, you know, the change over time. And again, this is 2018 to 2023. During that time we saw 40% increase. In the median home value, so pretty significant jump in just a five year period. You know, we're seeing a lot of that jump in the 200, the \$300,000 range and then the 300 to \$500,000, excuse me, \$500,000 range. So just a larger portion of housing with significantly higher values than we were seeing five years ago. So what does this mean in terms of affordability? So what we look at is something that HUD calls housing cost burdens. A household has a cost burden. You're spending more than 30% of your income on housing. And you have a severe cost burden if you're spending more than 50% of your income on. So if we look at the totals here, you know kind of overall. About 25. Percent quarter of households overall in Great Falls are considered to have a cost burden 11%, a severe cost burden. We're looking at renter households of 42% have a cost burden and almost 20% of the severe cost burden. So significant portion of our renter households having cost burdens. About 17% for owners and 7.2% severe cost burdens for owners. But when we look at our lowest income households, so those below 30%. Of the area median income or below 50% no large portions of these populations up to close to 80% of our lowest income. Renters, you know, 3/4 of our lowest income renter and odors combined are facing cost burdens over 1/2. You know, those severe cost burdens. So when we're looking at these lowest income households. A lot of difficulty affording housing in Great Falls. I wanted to take.

Speaker 1

Megan. Oops, sorry. We've got a we've got a question in House here.

Speaker 2

Yep.

Speaker 8

On the previous slide where the yeah, the housing cost, would a a, A house that went from 190,000 to \$210,000 in the five year period end up in row 4 or row 5.

Speaker 2

So if it's, you know if it started in 2018 and it's. The price would be included here, you know, but then it increased up in the 2023 column. It would be. In there. So this is based on American Community Survey data. So it's kind of like a capture in that point in time. So the 2018 information would be in that column. And then if it changed during that time, it then would move to that you know 2 columns down. Does that make? Does that answer your question?

Speaker 8

I think so. Thank you.

Speaker 2

OK. Any other questions?

Speaker

OK.

Speaker 2

So I wanted to take just a couple minutes and go over our preliminary survey results. We have over 490 responses, which is fantastic. I'm just going to go briefly through what we're seeing and then I'll provide the link if you haven't already taken this survey. But when we're talking about what types of housing are needed, the number one response here is more affordable single family, new construction. Which I think is really reflected in the data as well. You know we're seeing those home values increase significantly at a faster rate than we're seeing incomes increase. But we're also seeing, you know, rental housing rehabilitation, you know, moderately rated there multifamily, new construction, homeowner housing rehabilitation and senior housing all kind of moderately. Excuse me. Rate it as well. What types of people have the OR what groups of people have the most need in your community? Not surprisingly, households with low incomes is the highest rated. People with mental illness, people experiencing homelessness. And children and youth kind of following that top rated one. When we're talking about public improvements, updated infrastructure such as roads, water and sewer, you know top rated need. There newer updated public facilities following that and then investment and excuse me economic development. And we're asking about public services, health and mental health services, was the top rated choice there services for children and Youth Services for people experiencing or at risk of homelessness and. And then services for people experiencing substance use disorder. I do want to mention that once these once the survey is closed and finalized, it will be included with the report, so you'll be able to see you know what these final results are as well. What types of public or community facilities are needed? Youth and childcare centers is the top one. They're community centers and residential treatment centers. Following that as the top result. What types of needs are in your community for people

experiencing or at risk of homelessness? The top rated need there was for mental health services. We also have substance abuse services, almost supportive services and employment services. What housing solutions are needed for people experiencing homelessness or at risk of homelessness? Transitional housing was the top rated selection there. Rapid rehousing and permanent supportive housing coming after that. So what are we doing next? The survey is ongoing. I provided the link here, but it's also available on the city's website. We are continuing to collect data and a lot of this information is coming in and we're integrating it into the plan and we have a Community needs work groups similar to this one. That's coming up in a few weeks. I will have public input meetings that are happening. And the 30 day review period, once these documents are drafted. So throughout that process, if you have comments and we'll talk about that today, but you are also. Able to provide those later and I'll provide our contact information, but I'm going to turn it over back to Sylvia for a minute and kind of let her talk about what the city is currently doing under the CDBG and home programs. For those of you who aren't aware, so you have a better idea of what's already happening so.

Speaker 1

Yeah. Thanks, Megan. So as of now, the city is, you know, we're we're kind of Tom and I are a little bit near this program. So we've been kind of working through some of the bumps to get familiarized with it and kind of get caught back up with it. But some of the fun and exciting programs that we are supporting and have been supporting. We regularly do down payment assistance for individual homeowners through the Neighbor Works program. That's been really successful and we've worked with them really, really well. So that really helps get kind of those first time home buyers into those. We are also, we also have a revolving loan fund which helps individual homeowners with a loan for their low A0 interest loan for their property to bring certain items. Up to code. We are also partnering with Naval Works and our CDBG home funds for the Batts Building and the supportive services that are going to be coming with it once it's. Open and ready to go. We are working through some other CDBG CDBG funds trying to find some projects with that. We're hopefully getting some projects rolling with the YWCA and we currently are working through and really trying to solicit some supportive services from the Community and our nonprofits. So there's a couple of irons we have in the fire and a couple of things that are already underway and have been underway. So you know those are kind of the, the, the high points of what we're doing at the moment and we're always looking for. New things so. Anything else you want to add to that, Tom?

Speaker 8

So in the area of new things, what happens when? A facility like the Ivy shutters. Which is clearly set up for, you know, housing lots of people but is no longer in business as a in its original intention. Who who's the intake valve for? Ideas like perhaps transitioning that to a?

Speaker 5

MHM.

Speaker 8

A shell.

Speaker 1

Well, we work. With the community partners. So if if any of the nonprofits around town kind of get into that, we have been trying to work with some private investors and developers who want to take on projects like that, they'll they'll come to us, you know, we'll kind of work through the logistics and that kind of thing with that. But really it kind of is dependent upon. How the project is? Structured and how we can fund it over time.

Speaker 8

But it would be useful to assume that it's going to be a for profit venture, not something that the city takes on as. Development effort.

Speaker 1

Sole responsibility? No, the city doesn't. Typically do that kind of thing.

Speaker 5

It doesn't mean it has to be, not just means the city has not been.

Speaker 1

Yes, the city doesn't have the bandwidth and and and the. The capital to take something like that on.

Speaker 8

The not-for-profit or the nonprofit could take the lead on something like that and work with the city would have to.

Speaker 1

Yes.

Speaker 9

Because the the city's policy is, it wouldn't be to take on private property ownership. We just don't have the capacity for that in terms of the operational reliability. That. OK. But if a nonprofit wanted to get on board and pick up something like the, I mean where Cambridge board or something like that and was looking for portions of funding related to it, DBG would be an opportunity for it. But the other thing to remember too is. We're looking at about \$1,000,000 a year and we're talking about some of those larger scale IV acreage core, so on and so forth. We can help, but we're not. Going to be able to. You know it would if you were to go phase roll out of something like some of those, you're. Talking about 15 years phase.

Speaker 8

And that's just operating costs on an annual basis, that's not upfront costs to turn it into something habitable because it already is.

Speaker 9

Even with the well, it depends on what's inside of.

Speaker 3

It however to Max out CDBG funds in such a way because you have large projects like that that we need and we need to be more creative is the Section 1 of 108 loan. Program through CDBG and does that need to be a part of an action plan even if you don't do it in order for a city to consider?

Speaker 9

We've never really looked. I know we would have to do.

Speaker 1

I know I have.

Speaker 3

It That's what I'm asking and it's your online person or whatever the find out. How does a city? You know, how do they need to work to afford that? Because that is the best way to leverage CDBG funds in order to do a loan program to do a project like you're talking about. Because these projects are not going to pencil out for large housing needs in our community, whether it's for profit or nonprofit, particularly for the rehabilitation needs of some of the properties, and unless we're able to work in partnership with the city to leverage these. Funds to the maximum. And that's where that loan program is established. It's a great program. Lots of places are using it.

Speaker 4

We need to.

Speaker 3

And again, as you guys are learning new, we need to investigate those new roads because if we continue to do the same things we're doing, we are not going to be able to succeed and we'll be back to where we have been in these last couple of years of either rotating back money because we were able to use it for time with us. Or we have we have we have, we haven't allowed organizations to be able to receive those funds in a way that they can then leverage so.

Speaker 1

I got a note.

Speaker 4

8 is the city basically forwarding this?

Speaker 3

They basically backstop, you know, if it's a program you have, it has to pencil out. But it's a loan that doesn't, doesn't step tap into the CDBG fund unless it defaults. An organization like networks would use something like that to backs up a loan so that we could leverage that for a higher for a better interest rate on those. Kind of funds and so it doesn't really touch the cities funds. It just uses that in partnership as a backstop to to a project.

Speaker 1

Do we have any questions from those online?

Speaker 9

I know this is, I will say this from the Section 108 it is. It's it's, there's potential there, but it is also an extraordinarily complicated process.

Speaker 3

We don't do anything.

Speaker 9

Easy. Well, true. But at the same time, it also involves debt leveraging etcetera, etcetera. And when you know I mean. We're talking about a municipal entity here and you know the the whenever a government starts talking about debt, especially bringing on new debt when we're also talking about, you know or any. Type of debt.

Speaker 3

How to use city TIF funds to renovate this building and be able to use that in a way that use a lot of taxpayer money to do with civics. So if we don't have to get into but it's, it's one of those Ave. That we need to have a conversation about and we can't go back to, oh, we can't. We it's too hard and we can't do that because it's not going to get easier and we're not going to be able to remove some of the blight that we need to unless we figure out how to leverage these funds better and get them out in the hands of developers, whether it's us or somebody else. That can use them one house at a time is not going to solve those problems.

Speaker 1

Yeah. And back to your point, really that's that's the city's aim is to collaborate as best we can with our existing avenues around town. The city just does not have the resources to leverage anything on our own and policy wise, we don't do that. So really it it's. Partnerships coming together and then coming to the city to research the avenues for CDBG.

Speaker 5

And I think we can speak to that. I'm I'm no longer on the Montana Board of Housing, but the projects that came before the Board of housing for taxing rent financing all had financials packages that had municipals. Involved.

Speaker 9

Right.

Speaker 5

I mean the the the stronger, I guess you know you can speak more articulately than I can but.

Speaker 4

Right.

Speaker 5

The community was behind those projects in some form.

Speaker 4

We see quite a bit of land donations of city loan funds, city housing funds, things that we we don't have right now, but I just want to emphasize that. Let's try to make this as flexible as possible, so let's put the words in. And not exclude that from the five year plan because then it will be another five years before we can have it. So I would just advocate for as as broad a spectrum as possibility and and we're happy to do lots and lots of research to help us figure out how other cities have been able to do that.

Speaker 2

I think that's a great point that I'm sorry, I don't know everybody's name that's here. A lot of this is talking about partnerships and how we can expand and you know, capitalize on what's happening already or what can be happening.

Speaker 5

So.

Speaker 2

With this five year plan, what we're really trying to see is what the needs are and not only focusing on you know that \$200,000 that we're getting in home or that 700,000 that we're getting in CDBG, but how we can use that in partnerships with other parts of the Community. So I just have a few questions that I would like to. Ask everybody so we can, you know, talk about this. And then I also have a on the next slide talking about maybe some partnerships that we can

explore. I do want to read a couple comments that have come in online from Dee just she wrote that I would like to see the Ivy change into transition. Center for more homeless and mental health folks and then from Bev. I would agree that we would want to keep and expand, excuse me, expand flexibility. So I wanted to ask everybody, those in in person there and those of you who have joined us online, if you have any specific housing needs that you're seeing in your community. Any populations that can benefit specifically, you know, really targeting these funds while maintaining the flexibility that we're talking about as well. Does anyone want to talk about kind of the housing needs that they're seeing? In their communities are Great Falls.

Speaker 4

As a whole.

Speaker 1

And just one quick thing, I'm going to turn on our video and switch our camera around so we can kind of see the group that's here in the room. And so we can see kind of who's talking. So give me just one quick SEC here.

Speaker 8

There.

Speaker 2

And Aria, I don't know if I'm seeing your name correctly. I see your hand raised. So you. Can go ahead and unmute yourself.

Speaker 11

Hey, can you hear me? Hi. So my name is Uriah Babineau, and we've been here in Great Falls for about 6 months. We're we're we're a smaller startup. We're called empowered living solutions and the particular population that we serve as those with severe mental health issues, we're opening up mental health group homes here in town. And we we've seen. Some pretty substantial challenges here in Great Falls with getting any of that done. Granted, we've been able to start for in the six months we've been here, so we've had some pretty, pretty good success, but we are having to slow down for a handful of reasons that I think most other people in this in this call probably experience as well. But who answer your question directly, I don't know how many people are just aware of the numbers associated with severe mental health issues here in Great Falls. So in case people here in this call aren't familiar, there are 753 people right now waiting on a wares. Mental health wait list. And then there are 25% of the. Current population in the sheriff's slaughters jail. 25% of them aren't actually there for criminal reason. They're there because there is nowhere else to put them for mental health purposes. So I don't know what that number is exactly, but we have a staggering issue here in Great Falls and surrounding areas with mental health. Those who suffer with mental health issues. So anyway, I'll I'll stop there. Just wanted to share with the numbers if anyone wasn't quite clear. It's it's very staggering that it's estimated about 1500 people right now are fundable and waiting for housing, and there just isn't housing.

Speaker 2

Thank you.

Speaker 8

I can I can just add. Five years ago, we came and answered all of these questions. Well, many of these questions on behalf of the homeless population, the city came back to us with a very similar response. Find a partner organization to propose something and pitch it to the city and the city will work with them. The next thing we knew the city was suing the tent city outside of outside of First United Methodist Church to get them to tear it down because there was no quote ordinance that supported it. So it seems to me like the carousel has now essentially rotated all the way back to the same spot. Right, we're being told. Go find partner organizations maybe like the one the gentleman that just moved to town from the last comment. And come back to us with a plan, but there isn't really, as far as I can tell anybody in the city who is stepping up to say I will be the Czar who will work with and for that population, whether it be the mentally ill, the homeless, the at risk of homeless. The aging. That that's just my observation from five years I got here six years ago, but that was one of my first experiences was that. Was the First United Methodist Church experience with Jeff Wakley and then Don Scarrett.

Speaker 2

Thank you.

Speaker 3

Or a broader review of of housing needs networks, Great Falls as well as the Realtors association, the home builders and Great Falls Development Authority did have a A market study. And so Jake has probably the the expert at that because it it expands all affordability and we need we need homes at all. Full price. Points. Because the stagnation right now is closing, causing those low those other numbers that we saw earlier to just continue to build. So Jacob, you'd share, I think it's important to hear some of that information from that study.

Speaker 7

Yeah. So we the series of studies 1st from 2021 and 2nd from 2024, we ran the same study. What we're seeing is extreme downward pressure on our market due to supply and demand challenges, so. The supply has not grown in Great Falls in any significant way since 1980, but our population since 2020 is now starting to grow, and so you now have folks with higher incomes competing for the availability of what's here and whoever has the most. Income tends to win that competition. So what that does is put extreme downward pressure on the lowest parts of our socioeconomic status with regards to access to housing. So. Without significant increase or preservation of housing units in our market, that problem is only going to get worse and so supply has to be a key piece of a strategy to improve the situation because without increasing our supply, we only increase demand and those. Dollar amounts will go up for the same stock and fewer people will have access to home ownership, let alone being housed.

Speaker 4

I'm part of the team here. We're just a volunteer organization at this point. But the continuum of care is serving over 500 homeless individuals in our community. With. I think the number was around 25, which are frequent users of emergency medical services and police services. And then I have a second not fund that, but for every \$100 increase in rent or housing results in 8% increase in. I'm going to tag on that and just suggest that we add the homeless data. You know, we do the continuing Care now twice a year, so we've got good data that shows how many people are homeless, how many people are on housing, homeless as well as every month number of people. Great. We have some. Yeah. Really good data from the by name list as well. And so I'm just suggesting that that's the kind of thing that ought to be included here. Maybe it is, but we didn't see it today. So we don't know.

Speaker 8

But we saw something that conjoined at risk of homelessness and homelessness, which I think might be in.

Speaker 7

State.

Speaker 8

Because if the number of people that are truly homeless, they have no shelter. Are growing within that constant population. You'd never see it. Wrapped into a combined column called homeless or at risk of homelessness. You might want to consider splitting those two out and just seeing if the actual homelessness is growing. Or if it's more the at risk of homelessness is growing.

Speaker 2

So in the actual plan, we do talk about, you know, those actual homeless numbers and then we talk about at risk of homeless separately. I think maybe what we're when we're combining that, it's primarily when we're talking in the survey that information. But in the plan itself. Those numbers are separated.

Speaker 8

OK, good.

Speaker 3

Jake is talking about the inventory and the cost and and the slides the cost.

Speaker 5

Burden and the.

Speaker 3

Average cost of a home and the average increase of salary thing that that's 40% salaries went up 40%. Home costs went up 40%. We're when prior to 20. 2018 we were already having an issue with salaries keeping up with the cost of housing and so our our housing stock is from our. Survey 68% of our current housing. Second Great Falls is prior to nineteen 7970% is prior. To 1980.

Speaker 7

Housing stock.

Speaker 3

And so those those factors really have to make us think deeper into how to leverage these these funds and how to remove some of the blight, how to bring in new housing opportunities, whether it's single family or multifamily and and and I would. Advocate for a longer I've I've gone through this just a couple of times. I've been pretty new at a lot of this too. We're we're not making the progress with using some of these funds and so it looking this more holistically of then how do we how do we help get there? How do we use those social services dollars for for the right organization to do transitional housing, how do we make a plan instead of a one year at a time and I know you guys are brand new. So and I know you. Guys inherited the last plan, but the last plan looked very similar to the last plan and the last plan probably looked very similar to that last plan just because I think we've used some of the same techniques that have. Talked. About long term, because when we look at the dollars, there's not a lot of dollars. But. One of the one of the times that we. Had one of. These these workers, there were some individuals advocating for how to how to maximize the funds in in some way and how to look for the larger project. The larger the larger opportunity. And. And although we have even doing something with permanent supportive housing. And and helping with those with homelessness, if we only focus at that bottom, we're not helping that other area. I I advocate of how do we look for that middle those middle income folks, those those folks that are working paycheck to paycheck, paying those high rents so we can start opening up some more opportunities in that low in some of those lower areas because if we only focus on homelessness. We're only helping homelessness. We're not. We're not opening up, so we have to make sure that those funds are.

Speaker

Sorry.

Speaker 3

Maximized through that spectrum of those folks that need those homes, and if we think about what Jake just said, the pressure is right now for people that are making a good salary to stay in their home. And if they stay in that home, they're not opening up a space for somebody to move into. They're not opening up that starter. For somebody to move in and do a fixer up or those homes are are they're either staying into them or the ones that are being sold are being sold to.

Speaker 4

To.

Speaker 3

Commercial ventures that are making them into renters. So again, those rehabilitation of single family, although that didn't hit the highest mark, some folks just don't see that's like well we need more new construction. We can do a lot with rehabilitation of single family homes to get a new home owner in there. So I just. Advocate that we think about, OK, we want 4 new homes a year, 5 new homes a year. And here's we're going to leverage these dollars for that. And again, neighbors would definitely be in the mix of that, but I think there's others out there that could also do some of those things. But I know that there was a time that never was receiving some receiving some, some money and building 10 homes a year. Since some of the things have changed and people have changed and worries about things we build now one to two homes a year. If we were able to access some of those dollars and prioritize some of that, either rehab or new homes, we could bring in 10 homes a year. But we we need those partnerships and that's what we are seeing that we need. So trying to outline what do we need, where are those, where those buckets need to go into and how can we leverage. That to move the needle on these numbers and if you see her comparisons between the last time we're not moving the needle.

Speaker 1

So question that kind of brings up a question in my mind that I've heard a lot and maybe this kind of comes to a code kind of thing. The survey results show the highest numbers is that people think that we need for the community of single family housing. With that comes a lot of infrastructure costs land, you know, urban sprawl. That kind of thing.

Speaker 4

How do you?

Speaker 1

Envision or what is in your experience is density. Easier to work with in rehabilitation versus the cost of single family housing moving out.

Speaker

So.

Speaker 7

So to the aging demographic that we've got, right? We have also a very inefficient use of our current single family housing stock because people don't have anywhere to transition to. So while sharing mention we have folks stuck in a starter home who would typically have progressed historically to another home and then open that starter home for someone to engage in home ownership. Or you have a problem on the other side too churn. So we don't have anywhere for books or aging in place in their current single. Coming home to reduce the size of their footprint, move into the density, maybe have services, maybe just not have to maintain the property or pay for those cost of maintenance of the property. Yeah, Great Falls is a lot of. 80s and 90s year olds in the same homes that they raised their kids in, living in one room

of their house, right, so that inefficient use. Keeps what would be old fixer uppers from entering the market where folks could have access and sweat equity. The desire for new construction is. Rate, but the reality is the cost of new construction is not it puts how homes at a price point that it doesn't make them available to the majority of our population. So a better, more efficient way would be to put more multi family into the market that appeals to a 55 and over crowd. In order to make more efficient use of existing stock, which being a. Home built prior to 1980 most likely will have a lower price point than a new construction, which has to pencil itself in today. It's dollars, so even if we could bring 200 units of single family to market tomorrow, your demographic of people who can actually afford those homes and significantly smaller than even they would realize. So those are going to be brand new homes. Between 3:00 and \$400,000, that's that's a new home. As a small under 1500 square foot new construction stick frame home, so the the new construction dream for home ownership is is pretty much reserved in Great Falls to a 15 to 20% window of our population who already own homes. For the most part in our market. Not to say we don't need. Those, but it doesn't. It doesn't necessary. It's not necessarily the most efficient way to fix our housing and access problem, because we need density, we need churn in our market and we need more units and the best way to get more units is to. Go back to churn and then?

Speaker 8

Jake, if if let's say we envisioned a world where 200 new single family dwellings could be constructed, would would they fit on the map down the? Call as currently zoned, or would the city need to actually expand its borders in order to find places for?

Speaker 7

There there are infill, there are infill opportunities to inside the existing footprint. We do have some acreage. Soils notwithstanding, we have opportunity inside the grid. In order to add so we haven't added a neighborhood since Merryweather. Really in Great Falls. Since 1980, Riverview is one of the newer developments to Great Falls. So we haven't had a production builder active in Great Falls since river. So we just we don't, we don't have the infrastructure to open that up. So we need and what I spend a lot of my time on is trying to interest the types of developers who who just do the land development. And then open it up for multiple builders to build different models and sizes of homes in a planned community. We've got very few opportunities for those folks to do well in our market for a couple of reasons. Take neighbors Highland development for example, in order to get city services that far South to open up 123 acres for development, we have to go through county based development. That has happened since. The city went that direction and that's a per foot cost that goes up every step you take towards the Highland Cemetery. And that challenge is pretty common on the South and E sides of town. We've got other opportunity to the. North, but it's. It's bottlenecked as well by terrible soils and some other development challenges for extension of infrastructure so. The city. Doesn't has not identified or invested in. Proactive growth in any of those directions other than one project I can think of, which did not come to fruition. And so there is. It's left to developers to solve those challenges for themselves.

Speaker 2

I just want to interject really quickly. Was there somebody online that wanted to contribute?

Speaker 10

Thank you, Megan. Yeah, just Speaking of leverage and kind of long term ROI, looking at, you know the survey results and seeing poverty, you know, really high among the under 18 and then also. So seeing you know the the need for Youth Services, that's that, that's also a high priority. I just don't want that to get lost in the conversation. You know, the worst thing we can. Have happen if. As you know, you nationally right, you see like half the kids coming out of foster care, become homeless within 18 months. And so I think it behooves us to make sure that. Amongst those that are coming in as adults, we're doing what we can to make sure that we're not increasing the problems and that you know the extent that we can have folks that are graduating high school, starting apprenticeships getting. Off on the right start sort of, so to speak. I think that's going to have the longest ROI over time and they'll also be able to compete for market rate housing, doing it that way that in the long run, we know, you know, private investment is what's going to drive when you hear the number of units we need, that's a little long run going to have to be it. As you say there, there's just not the dollars here. So I just want to mention that we do have a, a profound youth homelessness problem. It's been hovering around 500 a year, at least it's starting to trend down and I just don't think we want to lose track of that as we think over. The next five years.

Speaker 2

Thank you, Thomas. Uriah, I saw that your hand was raised as. Well.

Speaker 11

Yeah. I just wanted to tap in and make a comment for Thomas, if you're interested. There's a company in town called Cairos and and US, we're working together on coming up with some programs and solutions for this youth homelessness problem. So if something interests you, I'd love to talk more about it.

Speaker 10

Love to thank you. Yeah, I'll. I'll reach out to you and put my e-mail in the chat.

Speaker 2

Thank you.

Speaker 3

And you know, I think they they showed the statistics about poverty and people may not realize unless you drive through the neighborhoods, the North and South side make up a lot of those, particularly the north side is probably is the highest poverty rate in the city. And so when you think about the used property and the property numbers that we saw earlier, they, if you threaten based it on. Kind of some of the census zones and the tracks that north side would would probably be the most shocking. For the commute.

Speaker 4

Really.

Speaker 3

And that's where I think there is opportunity for infill, to Jake's point is like some of the best opportunity might be is some of the North and South side and if you drive through that original town site, you're you're going to see too many homes boarded on them, too many owners that are out of state and they and and we continue to try to contact them to private. I mean that's that's some of the the. Of the information we need to get out is for, for for owners of older homes that maybe they're boarded up, don't sell it to the out of state investors, sell it locally so someone can come in, renovate or or put in a new home. We we're losing too much of that old housing stock in those older neighborhoods to either rentals or out of state. This or people are just sitting on because they don't know what to do and that's the low hanging fruit for single family homes in our community.

Speaker 1

So how do? We how do we encourage that in churn?

Speaker 3

CDBG funds that are able to go to some of that, and I know you guys have already put some of that in the last plan, but that is targeting that for some single family homes and utilizing the most flexible funding, which is CDBG funds to be able to do that.

Speaker 4

Wanted to talk a little bit about community land trusts and I would like to see the the land specifically. Call out that. Home down payment funds can be used to create community Land Trust. And my personal experience when I was at Neighborworks, we created 300 -, 300 houses, not a single one of those houses, both made to the group that we would like to see by. And that was that was my error. You know, housing pricing didn't go up so fast. Why do we need Community Land Trust we did because once you have a community Land Trust. That's permanently affordable home ownership opportunities. So for every year for the 100 years or longer that the House is on the ground, it will be sold to a family that needs income, incoming plans and what the real magic to me is it preserves the subsidy. So if there's 50,000 or \$100,000 with my home in home. All of these home partnership dollars in that house. That's captured forever because the next time you turn it over, it goes to an affordable family. The next time it goes into a family. And so you have preservation, infinite preservation of the subsidy, which I think is one of the strongest.

Speaker 3

There's some good success in doing that in Kalispell.

Speaker 4

There's probably about 3 or 400. Homes in something. I think there's six different new one.

Speaker 9

Are you asking about setting up an independent Land Trust or do you want to tie it into the overall? Statewide.

Speaker 4

The statewide organization Full disclosure, I put it on my. So they exist to be where other land trusts don't exist. I'm an advocate of not forming a new one because it's hard to support a brand new one. But but this Montana is is there right now and they they own about 36, maybe lanterns. They also own the land under a cooperative housing apartment house. So you can do it in with cooperative apartments, which means that you own the right to your apartment as one of the owners.

Speaker 3

To do that. With the down payment assistance that have to be written in the consolidated action plan to allow for that use of those funds and when they're used by the.

Speaker 4

I don't know the answer to that, but I think if we just put it in there anyway, we just wanted to.

Speaker 3

No, no, I think that's. A great idea.

Speaker 1

Megan, have you had any consolidated plans that you have worked on that kind of include a Land Trust component?

Speaker 2

I have when they've already, you know, kind of had one established, you know, there's a lot of. Front work that would you know, outside of the consolidated plan that would need to happen and the consolidated plan is more of a supportive entity to that. You know it is possible it's just. A lot of that needs to be. Done outside of the consolidated Plan framework first before it can be incorporated. But you know if you want to include, you know you're talking about down payment assistance, things like that part of this consolidated planning process is we can. You know, make it flexible enough to potentially include that not exclude that, so that there is a flexibility that if you know there is a Land Trust formed you know three years down the line, you can then utilize those funds for that purpose even if it's not. Necessarily written into the con plan at this point.

Speaker 4

So, Megan, I want to have a conversation with you offline about the complications. Has never worked. I mean Charles Montana by. And helps developers every, every day with there already

exist. Right. But beyond that, I think what's important for us to to just know is that. The Community Land Trust, if it's, if it's called out in the. Plant as a. Possibility. Then it gives us that flexibility. I just don't think it's as complicated as it's been presented.

Speaker 3

But especially with Montana Land Trust already, when Montana trust already being established, they are established and doing this in the state.

Speaker 4

But Sheila, do we have this in Great Falls?

Speaker 8

We have Sheila and grateful.

Speaker 3

Montana can go anywhere they're invited into to do the like.

Speaker 5

We would build.

Speaker 3

So for instance, this is what we've been working with them is we would build a house. And then once the. The Land Trust is established on that property. It goes to trust Montana, so they do all the heavy lifting of monitoring it. So we don't have to have a different organization in Great Falls. That's how I'm understanding it. So they've already, they already have that. They just need to be invited into Great Falls with a project to to then utilize them and we. We had a lot of conversations with him, even with Jake, some other projects of how to start that process. But I think having it into the consolidate action plan to use with that down payment assistance would be very good for everyone because it also then deals with the you know. The the restrictions you know you don't you don't have to worry about that. That home stays affordable for for the expected expected expected amount of time.

Speaker 4

Right. So I'm going to leave this bandwagon in one more comment.

Speaker 2

We are coming up on our hour, so I just wanted to take a minute to talk about any housing barriers that you're seeing. And I think we've talked about some of those already, but if anyone wants to comment on that, we're funding and partnerships. If you want to make a couple of comments on that and then I will let you know how you can reach us outside of this time, but I

want to make sure that we have a little bit of time to allow for comments on housing barriers and funding and partnerships. If anyone has comments on those.

Speaker 4

The housing barrier I see working with the the Coalition for Homelessness to housing. Is lacking units, there's just not houses out there. They're not apartments out there, and so it it kind of gets back to the very basic foundation we talked about Bill Martin, build more of everything, but to speak for the the homeless coalition, we we really need some specifics relative to. Permanent supportive housing we I think Susie McIntyre once said we need the 10 batch building projects. So I I just don't want that to get left out that there's a huge need out there that's growing. And the answer is. That provides helping. That's the answer to homelessness.

Speaker 7

I would say steps the city can take to help mitigate the barriers that we've talked about already. 1 is making these funds as accessible broadly as possible, so that a concept that can work with the use of these funds. And have access to these funds so that it's not restrictive of a model that would otherwise work without some encouragement. These funds aren't. Big enough to make a significant debt year over year into Dent into our housing challenges. So the other thing the city can do to help mitigate these barriers is leverage every tool legally available within Montana to make it available for private development, right? So we group of us. Organization has recommended 4 things that the current city isn't doing that could do 1 is create and use special improvement districts to support private development. Add workforce housing as a reimbursable expense under the tax increment financing districts. Pre approved plan sets for AD use so that those tools are more easily available to homeowners.

Speaker 8

Sorry, pre approved what?

Speaker 7

Plan sets for accessory dwelling units, which are now legal in all residential zoning, and boringly consider highest and best use of city owned property and potentially.

Speaker 8

Oh.

Speaker 7

Do an RFQ RFP process to in site development on those underutilized parcels. To put the cities land in the game as.

Speaker 8

Well, and then I would just like to also add to that there is at least one unit that has been built that's sitting on the parking lot at the church. It's a tiny. Home. And it was built almost a year ago

now, but it has no place to be played. Because the city's zoning. Forbids it from being placed on city property as Jake said, so I just want to make sure the newcomers to town are aware that building units is actually quite easy. I think at Google, what three people did that over 2 weekends or three weekends, but that time come together, right? But it's something like that. But it's still sitting in a parking lot, right? Because there isn't. I mean, we need a hundred of them, obviously, but even the one can't find a home today because of zoning.

Speaker 3

I would just like to see the city prioritize housing with these funds and discontinued prioritizing city infrastructure, City works, city projects, because that's what's been dominating some of the funds in the last several years. They get the first wife out of it and and if if they're not going to do as we talked before, they can't get into the. Business of housing. They need to put the money out there for. Those who do 1000.

Speaker 2

Uriah, see your hand raised.

Speaker 11

Yeah, I had a a question and then a comment when it comes to how great fall structures, it's initiatives and its incentives it, how what order does that happen? And for example, does the city just set initiatives hoping that develop development will happen because of the initiative or is it that people apply? With projects or ideas and based on the project initiatives are then born. Which one of those two tends to be how Great Falls does its initiatives?

Speaker 1

Yeah.

Speaker 8

The second.

Speaker 1

That's typically how it works and as far as CDBG funds, it's really hard for us. We want to spend them funds as as wisely as we can and as expediently as we can. As we've seen, we've bumped up against the timeliness issue. Some of that has happened because you know, we've, we've. Taking part in some of these bigger projects that at the end of the day didn't end up penciling out and and didn't move forward. So then that puts us in a very precarious position to where those funds can be recalled. Or we don't get new funds. So it's it's really a balancing act, at least on the CDBG front, to be able to put these funds out there and know that they're being spent to know that they're going to get spend and they're going to get spent on the projects that have been brought to us. So we are trying to get people to come to us with progress.

Speaker 3

So that's something this issue was based on the revolving loan fund, it wasn't correct. Some of it we don't just want to clarify, it wasn't because. Wasn't. People needs out there. There was some large projects that with that revolving loan fund that cost that money.

Speaker

Yeah.

Speaker 1

So really for us to be able, we want to be able to spend these funds in a a normal amount of time and to ensure that these projects get done. Part of the reason we don't CDBG, CDBG doesn't like to fund design is because design is a very early. Depth and doesn't necessitate a project being completed, so we like we tend to focus on funds that will be completed in a timely manner to make sure that those funds get out into the Community and are doing the good that they are intended to do so at least from that standpoint, that's kind of where you know the cart before the horse. There comes in.

Speaker 11

OK, gotcha. And then I know that we're we're running short on time, so I'll finish with the comment is that I'm actually really excited to be a part of this conversation. I I can hear in this room, we have a lot of very uniquely intelligent people. So is there a way for me to have a list of the participants or a way to get contact info of the people in this room?

Speaker 1

I've got a sign in sheet. Is everybody OK with me distributing the e-mail list to all of the attenders of the call? Yeah. Yeah. And and I encourage any of you folks in these different organizations, if you, you know, have an interest in something somebody's talking about, please collaborate on your own and then come. Back to us, all these problems are never going to get solved easy. They're never going to get solved on our own. They're only going to get solved together. So that's kind of what we're hoping for.

Speaker 2

Thank you, Sylvia. And I just want to thank everybody for your time today. If you do have comments questions you'd like to continue conversation. Sylvia's and my e-mail addresses are on the screen. We're having another work group that's coming up in a few weeks that's talking more about community needs outside of housing, so I encourage you to come to that as well. And I also encourage you once this plan is out to, you know, comment on it during that period. We are, you know, continuing to work on this. So we do accept comments through that period and we very much appreciate your time today. Sylvia, do you have anything else you wanted to add?

Speaker 1

I just want to thank all of you guys for taking the time to be here. I know a middle of the day meeting is not always the easiest thing to do, but I really appreciate the feedback. If you

haven't taken the survey, please take the survey, pass it to your friends, pass it to your family. Anybody we can get information from. Will be helpful so. Please do that and I thank you very much for being here today.

Speaker 2

Thank you all and I hope you have a. Great. Rest of your day.

Speaker 1

Awesome. Thank you, Megan.

Speaker

Thank. Yeah.

Speaker 4

I want to spend time and bring it a little bit. You know, we've had these. Fabulous meetings that just working on the projects and trying to get it off the ground, what's the deadline again for the surveys? When will I think?

Speaker 1

I think we're going to keep the survey up through the next work group and and until the official comment period starts, so probably through the end of April.

CITY OF GREAT FALLS CITIZEN PARTICIPATION PLAN
 for COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
 and HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
 UPDATED February 2025

PURPOSE

The United States Department of Housing and Urban Development (HUD) requires the City of Great Falls to develop and follow a Citizen Participation Plan as a condition of receiving funds under the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) as outlined in Section 24 of the Code of Federal Regulations Part 91.105. The Plan must describe the local annual process as well as address key elements mandated by HUD. The City's program year begins October 1 and ends September 30.

The Citizen Participation Plan contains the City of Great Falls' policies and procedures for involving the community in:

- The development of the Citizen Participation Plan, Annual Action Plan and the Consolidated Plan;
- The review of the Consolidated Annual Performance and Evaluation Report (CAPER); and
- Any substantial amendments to the Consolidated Plan.

The Citizen Participation Plan will assure that all residents are afforded adequate opportunities to articulate needs, express preferences about proposed activities, assist in the selection of priorities, and have questions or complaints answered in a timely and responsive manner.

KEY ELEMENTS OF CITIZEN PARTICIPATION

Encouragement of Citizen Participation

The City will provide for and encourage citizen participation, emphasizing the involvement of low to moderate income residents in areas where housing and community development funds may be spent, particularly those in slum and blighted areas. The City will also inform and offer opportunities for comment to residents of low to moderate income neighborhoods (neighborhoods having 51% or higher low to moderate income populations). The City will encourage the participation of public/assisted housing residents being served by the Great Falls Housing Authority and Opportunities, Inc.

The City will make reasonable efforts to consult with other public, private, and non-profit agencies that provide housing, health service, and social services. In particular, agencies to be consulted will be those that focus on service to children/families with children, elderly persons, racial/ethnic minorities, persons with disabilities, female heads of household, non-English speaking persons, and other persons in need of services. The City will encourage input and solicit comments from Neighborhood Councils and will notify the Councils about public hearings related to development of the Consolidated Plan or Annual Action Plan. The city will encourage community input for the Annual Action Plan through a minimum of two public hearings. Additionally, during the development of the 5-year Consolidated Plan, the City will

utilize community surveys, focus groups, and other public forums as methods of obtaining community input and assessing community needs. Policies involving access to public meetings and information are outlined in following sections of this Plan.

When preparing the portions of the Consolidated Plan or Annual Action Plan regarding lead-based paint hazards, the City will consult with the Great Falls Housing Authority certified lead-based paint risk assessor to define what specific activities will be undertaken to mitigate and abate lead-based paint in housing units subsidized to be affordable for low to moderate income households. Activities required for lead-based paint hazards will also be addressed in non-profit facilities which receive CDBG grant funds as sub-recipients of the City where children spend the amount of time which meets the minimum threshold criteria.

The City Commission is the final citizen policy body that reviews and takes action on the Citizen Participation Plan, Annual Action Plan, and Consolidated Plan. After receipt and consideration of public comments, the City Commission votes on these Plans. During all City Commission meetings, citizens have the opportunity to provide public comment.

Access to Meetings

The City will afford adequate, timely notification so that residents can attend local meetings and public forums and be involved in decision making at various stages of the program. The City will provide reasonable accommodations for persons with disabilities to all public hearings and meetings. Reasonable accommodations include but are not limited to holding meetings in handicapped accessible buildings and providing for language interpreters, when requested.

Access to Information

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the Consolidated Plan, Annual Action Plan and all of their components, and the City's planned use of financial assistance received under the relevant federal programs during the upcoming program year. The public will have the opportunity to receive information, review and submit comments on any proposed submission, including the Consolidated Plan adoption by the City Commission and any plan amendments. Information on the required comment period related to any proposed submission amendments, or adoption of the Consolidated Plan and Annual Action Plan will be available to the public.

Information will also be available on the range of programs and the amount of funding assistance the City expects to receive proposed to benefit low to moderate income residents. These groups will have access to the City's plans to minimize displacement of residents and businesses and assist those displaced because of these activities. The City will also provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to all processes associated with the CAPER.

Information and public records will be available during regular business hours in the **City Finance Department**. Special accommodations will be available for persons with disabilities and/or limited English proficiency upon request and within reason, including alternative formats of distribution and/or translated versions of the proposed document.

The final version of the current Consolidated Plan and current Annual Action Plan will be available on the City's website on an ongoing basis.

Technical Assistance

The City will provide appropriate technical assistance to all groups that request assistance in developing proposals for financial assistance under any of the programs covered by the Consolidated Plan.

Public Hearings

The City Commission will hold at least two public hearings during each program year cycle to obtain citizens' opinions.

The hearings must be conveniently timed for people who are likely to benefit from program funds. The hearings must be accessible to people with disabilities, and adequately publicized with sufficient information about the subject of the hearing to encourage informed comment. Material presented at the public hearings will be made available in electronic format on the City's website. The public hearings will occur on a weekday evening in the Civic Center, which is centrally located, easily accessible with adequate parking, and handicap accessible. Individuals with specific special needs should contact the City before public hearing dates to make arrangements if they wish to attend.

The first public hearing will give citizens the opportunity to comment and provide input on the following:

- Any housing and non-housing community development needs they have identified
- Development of proposed activities
- How funding proposals may meet community development needs in Great Falls
- Performance of the City in administering and distributing federal funds

The second public hearing will offer the opportunity for the citizens to comment on the following:

- Adoption of the Consolidated Plan or Annual Action Plan
- Use of federal funds
- Performance of the administration and implementation of funded projects

Notification to the public will be published at a minimum 14 days in advance of all public hearings. This will include publishing at least two legal notices not less than six days apart in a publication designated by the City of Great Falls for legal notices. In addition, a press release will be sent out to local media, and the information will be posted on the City's website and social media outlets. Direct emails will be sent

to all individuals, agencies, and government departments which have expressed an interest in or have received CDBG or HOME grant funds in previous years.

Publication of the Consolidated Plan/Annual Action Plan/CAPER

The City will publish its proposed Consolidated Plan/Annual Action Plan/CAPER documents so that affected residents have sufficient opportunity to review them and provide comments. The requirement for publishing will be met by making copies of the proposed plan available at the Great Falls Public Library, the **City's Finance Office**, and on the City's website. The City will provide a reasonable number of free copies of the Consolidated Plan/Annual Action Plan/CAPER to citizens and groups upon request.

Comments

A period of not less than 30 days will be provided to the public for review and comment on the proposed Consolidated Plan and/or Annual Action Plan prior to submission to HUD unless HUD has allowed for a shortened comment period. A period of no less than 15 days will be provided to the public for review and comment on the CAPER prior to submission to HUD. Notices of periods for public comment and review will be published in a publication designated by the City of Great Falls for legal notices and on the City's website and social media platforms. Citizens may comment on the adoption of the Citizen Participation Plan every five years or any time the Citizen Participation Plan has substantial revisions or has been re-written. Prior to adopting the Citizen Participation Plan, the City will distribute the plan for review and comment for a 15-day period.

The City will consider any comments or views of residents, public agencies, units of general local government, and other interested parties concerning the Consolidated Plan and/or Annual Action Plan, any amendments to these plans, and the CAPER and attach a summary of such comments to the final submissions. Comments can be submitted to the **Finance Department** via written submission, phone, email, or oral comment at public hearings. The Montana Relay number will be included in notifications to facilitate comments from citizens who are deaf, hard-of-hearing, or have speech disabilities.

Complaints and Grievances

The City will consider any complaints and grievances from citizens, agencies, units of general local government, or other interested parties concerning the Consolidated Plan or Annual Action Plan, any amendments to these plans, and the CAPER. Complaints and grievances can be submitted to the **Finance Department** via written submission, phone, email, or oral comment at public hearings. The Montana Relay number will be included in notifications to facilitate complaints and grievances from citizens who are deaf, hard-of-hearing, or have speech disabilities.

The **Finance Department** will address any complaints and grievances with written responses within 15 working days, where practical. Depending on the nature of the complaint and grievance, staff may refer the issue to the City Manager or the City Commission if the response from staff is unsatisfactory to the complainant. As appropriate, a summary of responses will be attached to the final submissions of the Consolidated Plan, Consolidated Plan amendments, Annual Action Plan, and CAPER.

Non-English Speaking Residents

Special accommodations will be available for persons with limited English proficiency upon request and within reason, including translated versions of proposed documents and translation services for non-English speaking residents at public hearings.

Substantial Amendments

Substantial changes in the City's planned or actual program activities will require an amendment to the Consolidated Plan or Annual Action Plan. The following criteria determines what constitutes a substantial change and governs Consolidated Plan or Annual Action Plan amendments:

- Change in allocation priorities of more than 20%
- Carrying out new program activities that do not meet the goals identified in the Consolidated Plan or Annual Action Plan
- Change in purpose or scope of activities identified in the Consolidated Plan or Annual Action Plan

The City will provide a notice, published twice, in a publication designated by the City of Great Falls for legal notices and have notifications on the City's website. The City will also make available any substantial amendments to the Consolidated Plan or Annual Action Plan for citizen comment for a 30-day period, unless HUD has allowed for a shortened comment period.

Minor Amendment

Minor amendments represent any changes to the Consolidated Plan or Annual Action Plan that do not qualify as "substantial amendments." Minor amendments require the signature of the Finance Director or Deputy Director but do not require public notice of 30 days or City Commission approval.

SOLICITATION OF CITIZEN COMMENTS ON THE CITIZEN PARTICIPATION PLAN

Prior to the adoption of the Citizen Participation Plan and approval by the City Commission, a notice will be published twice in a publication designated by the City of Great Falls for legal notices. Notices of the Citizen Participation Plan and/or any amendments to this Plan will be available for a 15-day comment period and will designate the sites where a citizen may obtain a copy of the Plan. These sites will include the City's website and the City Finance Department. State relay 711 and reasonable accommodations are available upon request.

The City will consider all written and oral comments or views of residents received during the public comment period. The final Plan will include a summary of public comments and a summary of any comments not accepted and the reasons therefore.

SOLICITATION OF CITIZEN COMMENTS IN PREPARING THE CONSOLIDATED PLAN OR THE ANNUAL ACTION PLAN

The City will contact local affordable housing and public service agencies, the Great Falls Housing Authority and the Neighborhood Councils to obtain information and comments to make citizens aware of the Consolidated Plan or Annual Action Plan process. The City will make reasonable efforts to consult with other public, private and non-profit agencies that provide housing, health service, and social services. In particular, agencies to be consulted will be those that focus on service to children/families with children, elderly persons, racial/ethnic minorities, persons with disabilities, female heads of household, non-English speaking persons, and other persons in need of services. State relay 711 and reasonable accommodations are available upon request.

The proposed Consolidated Plan or Annual Action Plan will be available to all citizens via the City's website, the Great Falls Public Library, and the **City Finance Department**. Citizens will be informed about the availability of the proposed Consolidated Plan or Annual Action Plan by notifications on the City's website, published notices in a publication designated by the City of Great Falls for legal notices, and emailed notices to a wide variety of public service agencies. Notification will describe the availability of the Plan and the 30-day period to receive public comment, unless HUD has allowed for a shortened comment period.

The City Commission will conduct at least two public hearings requesting input from citizens and representatives of low to moderate income level people on the needs of the community, including but not limited to housing, community development, infrastructure, economic development and homeless assistance.

The City will provide a reasonable number of free copies of the Consolidated Plan or Annual Action Plan to citizens and groups upon request. Electronic copies will be made available for download from the City's website. All information and public records will be available during regular business hours in the **City's Finance Department**. Special arrangements will be available to accommodate access to information for persons with disabilities and/or limited English proficiency upon request and within reason, including alternative formats for important documents associated with the public participation process.

EXPEDITED CITIZEN PARTICIPATION OPTIONS

If, for any reason, HUD has allowed for an expedited Citizen Participation process the City maintains the right to utilize those waivers without needing to amend the approved Citizen Participation Plan. This includes, but is not limited to, virtual hearing options, expedited public comment processes, and any other waivers that may be necessary and granted by HUD. If virtual hearings are used, real-time responses and accommodation for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible.



Commission Meeting Date: May 20, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3274 Amending Title 2, Chapter 21 Pertaining to the Code of Ethics

From: David Dennis, City Attorney

Initiated By: City Commission

Presented By: City Commission, City Manager, City Attorney

Action Requested: Adopt Ordinance 3274

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3274.”

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

Summary: The Commission is asked to consider dissolving the City’s Ethics Committee and adopting a more objective and legally efficient process by deferring all ethics complaints directly to the Cascade County Attorney, consistent with state law. This approach would eliminate internal conflicts, streamline the process, and reduce the legal and administrative burden currently borne by City staff.

Background: The City’s Ethics Committee was established in 2017 to assess whether ethics complaints appear substantiated before referring them to the County Attorney. Since its inception, the Committee has reviewed only three complaints, each of which consumed significant legal and staff resources.

Challenges with the current model include:

- The City Attorney is often placed in the ethically precarious role of referring complaints involving elected officials with whom they regularly work.
- The City Manager cannot refer complaints against Commissioners without jeopardizing professional relationships.
- Additional legal costs and administrative demands have been realized, with each hearing requiring outside legal counsel due to inherent conflicts of interest.

Additional revisions to Title 2, Chapter 21 include the removal of references to the Housing Authority, following the termination of its management agreement with the City in 2023, and the renumbering of sections to ensure consecutive order.

Fiscal Impact: The most recent ethics complaint (2023) cost nearly \$4,900 in outside legal expenses. Eliminating the Ethics Committee would remove the need for legal staffing of these hearings, representing a potential cost savings of approximately \$4,000–\$5,000 per incident.

Alternatives:

- Retain the current Ethics Committee with minor process improvements (e.g., revised submittal forms, outside counsel).
- Eliminate the Ethics Committee and refer all complaints to the Cascade County Attorney as outlined in MCA 2-2-144. (*Recommended*)
- Establish a new ethics review panel composed of external appointees only, which would still require administrative oversight and potential legal involvement.

Attachments/Exhibits:

City Manager's Memorandum dated March 26, 2025

Ordinance 3274

Exhibit A - amending OCCGF 2.21



City Manager's Office

Memorandum

To: Mayor Reeves and City Commissioners

From: Gregory T. Doyon – City Manager

Re: Options for the Ethics Committee

Date: March 26, 2025

Over the past year, the Commission has expressed interest in exploring alternative processes to administering ethics complaints through use of the current Ethics Committee. As a reminder, the City's Ethics Committee only serves to substantiate an ethics complaint. Without the Committee, all ethics complaints would directly go to the County Attorney by state statute.

The Ethics Committee has heard three complaints since its adoption on October 17, 2017. For reference, the Ethics Committee established in City Code can be found here:

City of Great Falls Ethics - <https://greatfallsmt.net/boc-ec>

Although each complaint is different in nature, there are some commonalities:

1. Ethics complaints take up a significant amount of staff time and legal department resources.
2. Ethics complaints require that the Ethics Committee retains a staff attorney as the City Attorney (or designee) usually represents the alleged violator.
3. Most of the complaints were filed against elected officials.
4. The City Attorney serves at the pleasure of the City Manager and is also one member of the Executive Team who advises the Commission the most.

While very well intended, the current ethics complaint process inadvertently created real conflicts between the City Manager, City Attorney and City Commission. I would argue that in some cases this would create unnecessary tension with other Executive Team members without having a referral process that is handled by a third party objectively.

More specifically, the City Attorney notes the following:

This is due primarily because prior City Attorneys stepped-in and created an additional, and unwritten, part of the process. Prior City Attorneys have examined complaints and made the decision not to refer them to the Ethics Committee, because the facts alleged by the complainant, even if true, would not constitute an ethics violation. While I understand the

desire to do this, it simply created an expectation that the City Attorney would pass initial judgment on the complaint, which is not part of the ordinance.

Background

As stated, the Ethics Committee has heard three complaints. The complaint and the outside legal costs are detailed below:

Outside legal costs for Past Ethics Committee hearings

2/6/19 Meeting – Jeni Dodd vs. Tracy Houck	
Ethics Committee prep and meeting	\$1,802.00
Development of findings for Ethics Committee meeting	<u>\$1,802.00</u>
	\$3604.00
2/3/21 Meeting Jeni Dodd vs. City Staff /HPAC/BSNHA	
Ethics Committee prep, meeting and development Findings of fact	\$4,616.27
11/13/23 Meeting – Jasmine Taylor vs. Rick Tryon	
Ethics Committee prep, meeting and development Findings of fact	\$4,886.01

When an ethics complaint is made, the current process dictates the following:

2.21.090 - Committee meeting schedule. The Committee shall meet on an as needed basis, no more frequently than once a month, after a matter has been referred to the Committee by direction of the City Manager or City Attorney. Committee meetings shall be held in the Civic Center and shall be open to the public, pursuant to Mont. Code Ann. Titles 2 and 7. Committee meeting minutes shall be maintained by the City Clerk.

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

In practice, two complaints have been filed against commissioners and one against another board/staff. When a complaint is filed against a commissioner, I am not going to be the appropriate person to refer a complaint – for obvious reasons. Under the current provisions, the City Attorney does the referring. Although the City Attorney does not answer to the City Commission directly, the City Attorney works very closely with the governing body for legal advice and policy direction.

So, while I get to avoid potentially damaging my employer/employee relationship with the Commission by not referring my boss/bosses to the ethics committee, the City Attorney does not enjoy the same benefit. The City Attorney is a trusted advisor to the Commission on all legal matters. The potential of irreparably damaging that attorney-client relationship is very high as “the next” referring agent in the current process.

As an aside, Bozeman is the only other municipality that has an Ethics Committee process that can be found here: <https://www.bozeman.net/departments/city-commission/ethics>

Alternatives

Please find below Commission options for consideration:

- Assess the effectiveness of the current process and keep it in place, understanding the conflicts and expense.
- Assess the referral process above and amend it;
 - Maybe review and update submittal and guidelines used to file ethics charges;
 - Retain outside counsel to advise the ethics committee on potential ethical breaches.
 - This will obviously cost more, but removes all internal staff from the referral process.
- Refresh the entire process by eliminating the committee and directing ethics complaints to the County Attorney for review pursuant to state law.
 - For example, the City of Billings addresses ethics complains in this manner:
 - Billings Ethics Code

ARTICLE 2-700. - CODE OF ETHICS^[12]

DIVISION 1. – GENERALLY

Sec. 2-701. - Policy.

The public judges its government by the way public officials conduct themselves in the offices to which they are elected or appointed. The people have a right to expect that every public official will conduct himself or herself in a manner that will tend to preserve public confidence in and respect for the government he or she represents. Such confidence and respect can best be promoted if every public official, whether paid or unpaid, and whether elected or appointed, will uniformly:

(1) Treat all citizens with courtesy, impartiality, fairness and equality under the law; and,

(2) Avoid both actual and potential conflicts between his or her private self-interest and the public interest.

(Code 1967, § 2.08.010)

Sec. 2-702. - Conflict of interest.

The mayor and city council, all other elected city officials, appointed city boards and commission members and all city employees shall be subject to the applicable code of ethics provisions in state law including but not limited to all laws governing conflict between public duty and private interest.

Montana Code – Ethics State

https://archive.legmt.gov/bills/mca/title_0020/chapter_0020/part_0010/section_0210/0020-0020-0010-0210.html

Without an Ethics Committee, ethics complaints are administered by the County Attorney as outlined here:

Montana Code Annotated 2023

TITLE 2. GOVERNMENT STRUCTURE AND ADMINISTRATION

CHAPTER 2. STANDARDS OF CONDUCT

Part 1. Code of Ethics

Enforcement For Local Government

2-2-144. Enforcement for local government. (1) Except as provided in subsections (5) and (6), a person alleging a violation of this part by a local government officer or local government employee shall notify the county attorney of the county where the local government is located. The county attorney shall request from the complainant or the person who is the subject of the complaint any information necessary to make a determination concerning the validity of the complaint.

(2) If the county attorney determines that the complaint is justified, the county attorney may bring an action in district court seeking a civil fine of not less than \$50 or more than \$1,000. If the county attorney determines that the complaint alleges a criminal violation, the county attorney shall bring criminal charges against the officer or employee.

(3) If the county attorney declines to bring an action under this section, the person alleging a violation of this part may file a civil action in district court seeking a civil fine of not less than \$50 or more than \$1,000. In an action filed under this subsection, the court may assess the costs and attorney fees against the person bringing the charges if the court determines that a violation did not occur or against the officer or employee if the court determines that a violation did occur. The court may impose sanctions if the court determines that the action was frivolous or intended for harassment.

(4) The employing entity of a local government employee may take disciplinary action against an employee for a violation of this part.

(5) (a) A local government may establish a three-member panel to review complaints alleging violations of this part by officers or employees of the local government. The local government shall establish procedures and rules for the panel. The members of the panel may not be officers or employees of the local government. The panel shall review complaints and may refer to the county attorney complaints that appear to be substantiated. If the complaint is against the county attorney, the panel shall refer the matter to the commissioner of political practices and the complaint must then be processed by the commissioner pursuant to **2-2-136**.

(b) In a local government that establishes a panel under this subsection (5), a complaint must be referred to the panel prior to making a complaint to the county attorney.

(6) If a local government review panel has not been established pursuant to subsection (5), a person alleging a violation of this part by a county attorney shall file the complaint with the commissioner of political practices pursuant to **2-2-136**.

(7) This section does not apply to allegations of a violation by a judicial officer, justice, district court judge, or judge under the judicial branch of state government.

History: En. Sec. 21, Ch. 562, L. 1995; amd. Sec. 5, Ch. 122, L. 2001; amd. Sec. 5, Ch. 440, L. 2023.

It is worth noting that without a local ethics panel, complaints must be made to the County Attorney directly. If the City retains the Ethics Committee, then only substantiated complaints are referred to the County Attorney. In other words, unsubstantiated complaints do not make it past the Ethics Committee.

To repeal the Ethics Committee provision, the Commission would need to repeal Sections 2.21.060 through 2.21.100. A substantial portion of the City's ethical standards policy would remain – the process would simply change from a Commission appointed board to a direct complaint to the County Attorney pursuant to existing state law.

Any ordinance can be repealed after its first reading. To void any ordinance, the City needs to write an ordinance repealing the previously adopted ordinance. Repealing an ordinance requires an affirmative majority vote of the City Commission after proper posting on an agenda.

Please let me know if you have any questions or how the Commission would like to proceed on this matter.

- Gtd

ORDINANCE 3274

AN ORDINANCE AMENDING TITLE 2, CHAPTER 21 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE CODE OF ETHICS

* * * * *

WHEREAS, the City’s Ethics Committee was created in 2017 to evaluate ethics complaints before forwarding them to the County Attorney; and

WHEREAS, the Ethics Committee has reviewed only three cases since its formation; and

WHEREAS, maintaining the Ethics Committee requires significant use of legal and staff resources for recruitment and training of Ethics Committee members; and

WHEREAS, consideration of matters presented to the Ethics Committee poses ethical and professional challenges for City officials and requires retention of independent counsel at significant cost to the City; and

WHEREAS, a statutory process for handling local government ethics violations already exists, as codified in Mont. Code Ann. §2-2-144; and

WHEREAS, additional revisions to Title 2, Chapter 21 include the removal of references to the Housing Authority, following the termination of its management agreement with the City in 2023, and renumbering of sections to ensure consecutive order.

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

Section 1. That Title 2, Chapter 21 of the Official Code of the City of Great Falls (OCCGF) is hereby amended as depicted in Exhibit “A” attached hereto, which removes any language indicated by a ~~strike-out~~ and adds language which is **bolded**.

Section 2. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

APPROVED by the City Commission of the City of Great Falls, Montana on first reading May 6, 2025.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading May 20, 2025.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

State of Montana
County of Cascade
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 3274 on the Great Falls Civic Center posting board and the Great Falls City website.

(CITY SEAL)

Lisa Kunz, City Clerk

EXHIBIT "A" TO ORDINANCE 3274
Title 2 - ADMINISTRATION AND PERSONNEL
Chapter 21 CODE OF ETHICS

Chapter 21 CODE OF ETHICS

Sections:

...

2.21.040 Definitions.

As used in this ~~section~~ **Chapter**:

- A. "Agency" means any agency, board, governing body, including the chief executive officer, office, commission, or other instrumentality within the City of Great Falls, and any independent local authority created by or appointed under the authority of the City of Great Falls.
- B. "Business organization" means any corporation, partnership, firm, enterprise, franchise, association, trust, sole proprietorship, union, or other legal entity.
- C. "Employee" means any person, whether compensated or not, whether part-time or full-time, employed by or serving on an agency, who is not a local government officer.
- D. "Interest" means the ownership or control of more than ten (10) percent of the profits, assets or stock of a business organization, but shall not include the control of assets in a non-profit entity or labor union.
- E. "Member of immediate family" means the spouse or dependent child of an officer or employee residing in the same household.
- F. "Officer" means any person whether compensated or not, whether part-time or full-time, who is one (1) of the following:
 - 1. Member of the City Commission;
 - 2. City Manager;
 - 3. Deputy City Manager;
 - 4. Director, Department of Finance;
 - 5. Director, Department of Planning and Community Development;
 - 6. Director, Department of Public Works;
 - 7. Director, Department of Parks and Recreation;
 - 8. Chief of Police;
 - 9. City Clerk;
 - 10. City Attorney;
 - 11. Municipal Judge;
 - 12. Fire Chief;
 - 13. Library Director;

- 14. Human Resources Director;
 - 15. ~~Housing Authority Director~~; or
 - 165. A member of any City board, council, committee, or commission.
- G. "Officer or employee" means an officer or employee of the City of Great Falls or of an agency under the authority of or appointed by the City Commission.

(Ord. 3274, 2025; Ord. 3183, 2017; Ord. 3169, 2017).

2.21.050 Ethical standards.

In addition to complying with the provisions of Mont. Code Ann. Title 2, Chapter 2, officers and employees of the City of Great Falls shall comply with the following provisions:

- A. No officer or employee of the City of Great Falls shall have an interest, **as defined in this Chapter**, in a business organization or engage in any business, transaction, or professional activity which is in substantial conflict with the proper discharge of his or her governmental duties;
- B. No officer or employee shall use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for himself, herself or others;
- C. No officer or employee shall act in his or her official capacity in any matter where he or she, a member of his or her immediate family, or any business organization in which he or she has an interest, has a direct or indirect financial or personal involvement that might reasonably be expected to:
 - 1. impair his or her objectivity or independence or judgment, or
 - 2. substantially conflict with the proper discharge of officer or employee's governmental duties;
- D. No officer or employee shall undertake any private employment or service which might prejudice his or her independent judgment in the exercise of his or her official duties;
- E. No officer or employee, any member of his or her immediate family, or any business organization in which he or she has an interest shall solicit or accept any gift, favor, political contribution, service, promise of future employment, or other thing of value for the purpose of influencing him or her, directly or indirectly, in the discharge of his or her official duties, the appearance of impropriety must be avoided by the acceptance of such a gift;
- F. No officer or employee shall use, or allow to be used, his or her public office or employment or any information, not generally available to the members of the public, which he or she receives or acquires in the course of employment, for the purpose of securing financial gain for himself or herself, any member of his or her immediate family, or any business organization with which he or she ~~is associated~~ **has an interest**;
- G. No officer or employee, or any business organization in which he or she has an interest, shall represent any other person or party except the City in connection with any cause, proceeding, application, or other matter pending before any agency of the City of Great Falls; except in the process of collective bargaining for public employees or where any officer or employee or members of his or her immediate family shall represent himself, herself or themselves, in negotiations or proceedings concerning his, her, or their own interests;
- H. No officer shall be in conflict with these provisions if, by reason of his or her participation in the enactment of any ordinance, resolution or other matter required to be voted upon, no particular material or monetary gain accrues to him or her, or his or her immediate family;

- I. No elected officer shall be prohibited from making an inquiry for information on behalf of a constituent if in return, no fee, reward, or other thing of value is directly or indirectly promised to or accepted by the officer or a member of his or her immediate family;
- J. No officer or employee, elected or appointed in the City, shall without receiving formal written authorization from the appropriate person or body, disclose any confidential information concerning any other officer or employee or any other person or any property or governmental affairs of the City;
- K. No officer or employee shall approve, disapprove, or in any way recommend the payment of any bill, voucher, or indebtedness in which he or she has direct or indirect interests except reimbursement for proper expenses otherwise approved by the City Manager;
- L. No officer or employee shall request, use, or permit the use of any public property, vehicle, equipment, labor, or service for personal convenience or advantage for himself or any other person; except where it is the general practice to make the same available to the public at large, or where the same is provided pursuant to stated public policy for the use of officials and employees in the conduct of official business;
- M. All officers or employees shall exercise prudence and integrity in management of public funds in their custody and in all financial transactions;
- N. All officers or employees shall uphold the letter and spirit of the constitution, statutes, and regulations governing their duties and report violations of the law to appropriate authorities;
- O. All officers or employees shall be sensitive and responsive to the concerns and questions of the public; and
- P. All officers, whether elected or appointed, shall file a signed written disclosure with the City Clerk, and City Attorney, disclosing any appearance of a violation of this chapter, ~~and said disclosure may, within the City Manager's discretion, be forwarded to the Great Falls Ethics Committee for determination if a violation of this chapter exists and appropriate course of action.~~

(Ord. 3274, 2025; Ord. 3169, 2017).

~~2.21.060 Great Falls Ethics Committee established.~~

The City Commission hereby establishes The Great Falls Ethics Committee hereinafter referred to in this chapter as the "Committee."

(Ord. 3274, 2025; Ord. 3169, 2017).

~~2.21.070 Committee purpose.~~

The purpose of the Committee is to ensure that all City officers and employees are performing their duties in compliance with the provisions of Mont. Code Ann. Title 2, Chapter 2, and the provisions of this chapter.

(Ord. 3274, 2025; Ord. 3169, 2017).

~~2.21.080 Committee membership.~~

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

~~electors and residents of the City. Members shall not be City employees. As is reasonably possible, the members shall have experience and or training in the following:~~

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

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

(Ord. 3274, 2025; Ord. 3201; 2019, Ord. 3169, 2017).

~~2.21.090 Committee meeting schedule.~~

~~The Committee shall meet on an as needed basis, no more frequently than once a month, after a matter has been referred to the Committee by direction of the City Manager or City Attorney. Committee meetings shall be held in the Civic Center and shall be open to the public, pursuant to Mont. Code Ann. Titles 2 and 7. Committee meeting minutes shall be maintained by the City Clerk.~~

(Ord. 3274, 2025; Ord. 3203, 2019; Ord. 3169, 2017).

~~2.21.100 Committee duties.~~

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

(Ord. 3274, 2025; Ord. 3201; 2019, Ord. 3169, 2017).

~~2.21.110060 Nepotism.~~

All personnel matters shall be administered on the basis of merit and through regular management procedure.

- A. No one participating actively in the appointment of a position, i.e., City Commissioners, City Manager, representatives of the Human Resources Department, the appointing department head, or division head, shall appoint any person related or connected by consanguinity within the fourth degree or by affinity within the second degree;
 1. "Consanguinity" means blood relation and degrees are determined as follows:
 - i. Parent and child are of the first degree;
 - ii. Grandparents, grandchildren, brothers and sisters are of the second degree;
 - iii. Uncles, aunts, nephews, nieces and great grandparents are of the third degree; and

- iv. First cousins, great uncles and great aunts and great-great grandparents are of the fourth degree.
- 2. "Affinity" means a relationship by marriage and the degrees are determined as follows:
 - i. Husband and wife are of the first degree; and
 - ii. Brothers-in-law, sisters-in-law, fathers-in-law and mothers-in-law are of the second degree.
- B. No one may be appointed to a position, within a City department, if related or connected by consanguinity within the fourth degree or by affinity within the second degree to any person sitting on a board or commission representing or advising that department.
- C. The above shall include but not be limited to the following:
 - 1. City Commission;
 - 2. Board of Adjustment/**Appeals**;
 - 3. Board of Health;
 - 4. ~~Housing Authority~~;
 - ~~5~~4. Library Board;
 - ~~6~~5. Park and Recreation Board;
 - ~~7~~6. Parking Commission;
 - ~~8~~7. Planning Board and Zoning Commission;
 - ~~9~~8. Police Commission;
 - ~~10~~9. Business Improvement District; **and**
 - ~~11~~10. Tourism Business Improvement District.; ~~and~~
 - ~~12. Great Falls Ethics Committee.~~

(Ord. 3274, 2025; Ord. 3169, 2017).

2.21.120070 Distribution.

The City Clerk shall cause a copy of this Code of Ethics to be distributed to every public officer and employee of the City within thirty (30) days after enactment. Each public officer and employee elected, appointed, or engaged thereafter shall be furnished a copy before entering upon the duties of his or her office or employment.

(Ord. 3274, 2025; Ord. 3169, 2017).