Planning Advisory Board/Zoning Commission
October 14, 2025 Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
3:00 PM

In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), the City of Great Falls and Planning Advisory Board/Zoning Commission are making every effort to meet the requirements of open meeting laws: • The agenda packet material is available on the City's website: https://greatfallsmt.net/meetings. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at https://greatfallsmt.net/livestream. • Public participation is welcome in the following ways: • Attend in person. Please refrain from attending in person if you are not feeling well. • Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, October 14, 2025 to: jnygard@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 Planning Advisory Board/Zoning 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.

OPENING MEETING

1. Call to Order - 3:00 P.M.
2. Roll Call - Board Introductions

   Tory Mills - Chair

   Julie Essex - Vice Chair

   Michael Bicsak

   David Cantley

   Michael Gorecki

   Joe McMillen

   Jim Wingerter
3. Staff Recognition
4. Approval of Meeting Minutes - September 23, 2025

CONFLICT DISCLOSURE / EX PARTE COMMUNICATION

BOARD ACTIONS REQUIRING PUBLIC HEARING

5. Public Hearing – Annexation of Tract 2A of COS 4970 and the adjoining right-of-way of 7th Avenue North; establishing the City zoning classification of R-10 Mobile Home Park for Tract 2A of COS 4970 and Lot 1, Block 1 of Portage Meadows Ranch Addition.

BOARD ACTIONS NOT REQUIRING PUBLIC HEARING

COMMUNICATIONS

PUBLIC COMMENT

Public Comment on any matter and that is within the jurisdiction of the Planning Advisory Board/Zoning Commission. Please keep your remarks to a maximum of five (5) minutes. Speak into the microphone, and state your name and address for the record.

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.

Planning Advisory Board/Zoning Commission meetings are televised on cable channel 190 and streamed live at https://greatfallsmt.net. Meetings are re-aired on cable channel 190 the following Thursday at 7 p.m.

MINUTES OF THE MEETING
GREAT FALLS PLANNING ADVISORY BOARD/ZONING COMMISSION
September 23, 2025

CALL TO ORDER

Chair Mills called the regular meeting of the Great Falls Planning Advisory Board/Zoning Commission to order at 3:00 p.m. in the Commission Chambers at the Civic Center.

ROLL CALL & ATTENDANCE

Planning Board Members present:

Tory Mills, Chair

Julie Essex, Vice Chair

Michael Bicsak

David Cantley

Michael Gorecki

Joe McMillen

Jim Wingerter

Planning Board Members absent:

None

Planning Staff Members present:

Brock Cherry, Director of Planning and Community Development

Lonnie Hill, Deputy Director of Planning and Community Development

Rachel Campbell, Permit Technician

Kayla Kryzsko, Assistant City Planner

Tracy Martello, Assistant City Planner

Other Staff present:

Rachel Taylor, Deputy City Attorney

Mr. Hill affirmed a quorum of the Board was present.

MINUTES

Chair Mills asked if there were any comments or corrections to the meeting minutes from September 9, 2025. Seeing none, Mr. Gorecki motioned to approve the minutes as written. Seconded by Mr. Cantley. All in favor, the minutes were approved.

Conflict Disclosure/Ex Parte Communications

None.

BOARD ACTIONS REQUIRING A PUBLIC HEARING

An amendment to Resolution NO. 10545 to modify the existing Conditional Use Permit (CUP) for Ponderosa Solutions LLC, located at 6501 18th Ave N., to allow handling of additional hazardous substances.

Kayla Kryzsko, Assistant City Planner, presented to the Board. She stated that Ponderosa Solutions, LLC, is a facility designed to transfer products between railcars and tanker trucks. They were awarded a Conditional Use Permit on April 16, 2024, pursuant to Resolution #10545, as approved by the City Commission. They are permitted to handle Hydrogen Sulfide, an ingredient of asphalt.

Ponderosa Solutions is requesting an amendment to the existing CUP to include additional hazardous substances related to jet and sustainable fuels.

- Diesel #2 Ultra Low Sulf
- RD99LC (Renewable Diesel)
- Sustainable Aviation Fuel (RJ100/SPK-HEFA)
- Unleaded gasoline

Ms. Kryzsko delivered the presentation on Spill Prevention and Environmental Safety:

- Site includes berms, ditches, and a retention pond
- Stormwater system designed to contain spills
- Updated Spill Prevention and Response Plan submitted
- BMPs in place for stormwater protection

Ms. Kryzsko presented the Emergency Management Plan:

- Site-specific Emergency Plan under review.
- Coordination with Fire Department and Public Works
- Plan must comply with IFC Chapter 57
- Required for handling Jet Fuel and SAF
- Final Plan must be approved before operations begin.

Ms. Kryzsko presented a location map and site photo.

Ms. Kryzsko explained that City Code 17.20.3.060 states a permitted land use (as shown in Exhibits 20-1, 20-2, 20-3) that releases air contaminants or potentially offensive odors outside of the building, or that involves radioactive materials, hazardous substances, hazardous waste, or regulated substances, shall always be considered a conditional use.

Ms. Kryzsko stated that City staff has reviewed the proposal and determined that the request is a reasonable modification to the 2024 CUP, with several conditions recommended to ensure safety compliance.

Ms. Kryzsko stated that the subject facility is located within Neighborhood Council #4 and that the proposal was presented at their meeting on August 28, 2025, with the council voting 4-0 in favor of the CUP amendment.

Ms. Kryzsko presented the Basis of Decision – Conditional Use Permit:

- Consistency with Growth Policy – Aligned with 2013 Growth Policy
    - Environmental Policy 2.4
    - Economic Policy 3.2
    - Physical Policy 4.2 & 4.6
- Impact on Neighboring Properties
    - Located in an established industrial park.
    - Surrounded by similar industrial uses.
    - Mitigations for sensitive areas like Giant Springs State Park.
- Future Development – Compatibility with Future Development
    - Conditions ensure project will not hinder growth.
    - Allows safe handling of sustainable aviation fuels.
    - Ensures continued orderly development in the area.

Ms. Kryzsko stated that the Director of Planning and Community Development must review any future modifications to the Conditional Use Permit. The facility must comply with all applicable regulations and will expire in 1 year if not used; it will also be void if it ceases operation for more than 6 months.

Ms. Kryzsko presented the Conditions of Approval:

- The Fire Department must approve the Emergency Plan, which will be reviewed annually.
- Review and Update the Spill Prevention Plan (SPRP) to the Director of Public Works.
- Submit an updated Industrial Wastewater Survey.
- Written acceptance of all conditions required.

Ms. Kryzsko stated that Staff recommended approval of the CUP Amendment for Ponderosa Solutions LLC with full compliance of all listed conditions as it supports economic development and environmental safety.

APPLICANT PRESENTATION

Mitch Terry, with Ponderosa Solutions LLC, presented to the Board. He stated that they have been operating at the facility for about a year and have moved 23.8 million gallons of asphalt, with only 15 gallons spilled. The amendment will allow them to diversify their product line, serve Calumet better, and hopefully add team members to their staff.

PUBLIC QUESTIONS

Ron Paulick, 708 56th St S, inquired about the cause of the 18-gallon spill, whether it was due to human or mechanical error, and how it would be prevented in the future. Mr. Terry responded that the 18 gallons of asphalt did not permeate the soil, as it was scooped up and disposed of. Once cooled, asphalt is not considered a hazardous material. He stated that employee training is very intensive. In this case, a car was overfilled, causing the spillage and leading to the employee being retrained.

PROPONENTS

Brett Doney from the Great Falls Development Alliance, located at 405 3rd St. NW Suite 203, stated that they are the developer of the Agri-Tech Park with millions of dollars at stake. The heavy industrial park is designed to manage hazardous materials that could be dangerous if not handled properly. He mentioned that it is a good addition to the park and community and will support expansion in other facilities. He went on to state that freight logistics is a key issue right now, and GFDA is working to attract more logistics facilities. When the SWOT analysis was conducted about a year and a half ago, the lack of facilities and services was hindering business expansion and investment in the area. He said that City Staff did a great job presenting the request and encouraged the Board to approve it.

OPPONENTS

None.

BOARD QUESTIONS

Mr. McMillen asked if the applicant knew how many team members they would add to their roster if the amendment was approved. Mr. Terry replied that they don’t know the exact number yet until they determine the volumes.

Mr. Wingerter inquired about how a potential spill would be contained. Mr. Terry explained that aviation gasoline is managed at a different facility and that multiple safety precautions are in place. The equipment is designed to prevent drips. A pre-startup safety review is conducted with the manufacturer. The equipment is built to reduce most environmental impacts. If a spill occurs, site remediation would be carried out. They also have an oil spill response team for large spills. Mr. Cherry added that Fire Marshal Mike McIntosh is present to answer any questions and reviews their plans to prepare in case of a spill.

Mr. Gorecki asked if there are active monitoring wells on the site. Mr. Terry responded that he does not believe there are any groundwater monitoring wells on the property.

BOARD DISCUSSION AND ACTION

Mr. Cantley stated that the board should use their best judgment to trust that there are safeguards in place.

MOTION: That the Planning Advisory Board recommend the City Commission approve the amendment to the Conditional Use Permit as legally described in the Staff Report, and the accompanying Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicants.

Made by: Ms. Essex

Second by: Mr. McMillen

VOTE: 7-0; Motion passed

Request for a Conditional Use Permit (UP) to allow a concealed telecommunication facility within the POS Public and Open Space zoning district, upon Dudley Anderson Park, which is addressed as 701 33rd St S and approval of the associated Lease Agreement

Tracy Martello, Assistant Planner, presented to the Commission. She stated that a revised lease agreement was provided to the Commission with changes notated in red and also published on the City website. Ms. Martello stated that the Applicant, Verizon Wireless, was being represented by Tanner Ostrom for the property site 701 33rd St S, on approximately 9.2 acres in the Dudley Anderson Park commonly called the Water Tower Park. She stated that Parks and Open Space (POS) zoning is intended to include lands that are undeveloped and unimproved, or are public parks or recreational areas. The adjacent properties contain single-family homes in the R-3 Single-Family High Density zoning district to the west, north, and east, with C-2 General Commercial property to the south, which includes Fuddruckers and the Charles M. Russell Post Office.

Ms. Martello presented a Location/Zoning Map, a rendering of a Monopine Concealed Telecommunication Tower, Preliminary Site Plan, and site photos.

Ms. Martello provided background on the subject property and mentioned that the City approved a CUP in 2008 for the initial installation of an antenna on the water tower. The facility was classified as an unoccupied passive use and was concealed to reduce visual impact. In 2024, the water tower was considered no longer suitable for hosting private utility equipment, leading to a temporary solution of a Cell on Wheels (COW) being placed in the park. According to code: OCCGF 17.16.36.040, with a basis of decision, “a concealed facility” may be approved through a conditional use permit process.

Ms. Martello stated that the development plan is to install a 60-foot tall “monopine,” which is a telecommunications tower designed to resemble a pine tree, on the north end of the park. There will also be construction of a 15-foot paved driveway. The facility will be a 45-foot by 35-foot fenced area that includes a backup generator, fuel storage tank, electrical meters, utility mounting structures, and a walk-in enclosure for telecommunications hardware.

Ms. Martello stated that the Applicant was asked to explore alternative placement options by the Park and Recreation Advisory Board on March 10, 2025, specifically within the southern commercial district or a less visible area of the park. During a follow-up on April 14, 2025, the applicant reported that southern commercial sites and areas near the water tower would require a 100-foot tower to effectively serve existing customers to the north of the water tower and park. The Park Board approved the proposed location on the north side of Dudley Anderson Park, accepting a lower height of 60 feet.

Ms. Martello stated that the proposal was presented at Neighborhood Council #9's meeting on April 10, 2024, and that the council tabled the decision. They requested a rendering of the proposed monopine design, sought the findings for the Park and Recreation Advisory Board's review, and expressed dissatisfaction with the level of public turnout. Ms. Martello also mentioned that the Council recommended approval of a Conditional Use Permit in Dudley Anderson Park on May 8, 2025, after considering the Park and Recreation Board's findings on the approval site for a 60-foot tower on the north end of the park, and found the conceptual monopine design acceptable.

Ms. Martello mentioned that the Parks and Recreation Department and the Legal Department have worked together on the lease agreement. The lease for the tower will generate $30,000.00 annually for the Parks Department and is not expected to have a negative fiscal impact.

Ms. Martello stated that public comments received before the meeting expressed concerns about potential harmful health effects, the tower's impact on housing prices in the area, and the proposed location in the most popular part of the park, as it is the closest section to the neighborhood. There were also suggestions to relocate the facility to a less frequented area.

Ms. Martello presented the Finding for Basis of Decision.

- The zoning and conditional use is consistent with the City's Growth Policy and applicable neighborhood plans, if any.
    - The proposed conditional use for the subject property is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposed project specifically supports the following Goals and Policy from the Social portions of the Policy:
        - Social Policy 1.1.2: Respond to public safety and emergency medical needs in a timely and safe manner
        - Social Policy 1.3.3: Partner with other governmental and non-governmental entities to coordinate improvement projects, promote joint uses, avid duplication, and maximize the public benefit of facilities and services.
    - According to OCCGF 4.1.010, the purpose of telecommunication facilities in the City of Great Falls is to establish and maintain infrastructure that serves as a critical component of the city's emergency response network. This connectivity allows for coordinated efforts among all emergency response agencies, as well as Wireless Emergency Alerts (WEAs).
- The establishment, maintenance or operation of the zoning and conditional use will not be detrimental to, or endanger the health, safety, morals, comfort, or general welfare.

  - To ensure public health and safety, the proposed telecommunication facility will be required to undergo a building permit review and comply with all applicable building codes and regulations, which are in place to guarantee the structural safety and integrity of the installation. In addition, as a condition of approval, the Conditional Use Permit will require the construction of a secure, fenced enclosure around the facility. This measure is intended to restrict unauthorized access and provide a clear physical barrier to protect park users.
- The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
  - The proposed monopine telecommunications tower is replacing a previous Verizon antenna located upon the water tower within the park. Additionally, the park currently accommodates other utility services, including power lines and the aforementioned water tower. Although a new structure is being constructed, continuing to use the site for utility purposes and maintaining the lease with Verizon aligns with the park’s historical use.
  - The Park and Recreation Advisory Board has evaluated the location of the telecommunication facility to ensure the tower is positioned at the lowest possible height while still meeting operational needs. Specifically, the chosen site allows the telecommunication tower to be limited to 60 feet in height. The reduced height and the monopine design help maintain the area's visual character and lessen any potential impact on neighboring properties. As noted in the conditions of approval, the 60-foot height requires a dimensional variance and will not be increased in the future, reducing visual impacts and maintaining compatibility with the surrounding park environment.
- The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
  - The proposed project will not hinder the normal and orderly development and improvement of the surrounding properties. To the west, north, and east of the subject property lies the R-3 Single-family High Density zoning district, which consists of existing single-family homes. To the south of the park is the C-2 General Commercial zoning district, an area with a mix of existing commercial uses. For these reasons, the CUP will not impair the current or future development of the surrounding properties.
- Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
  - Adequate utilities, access roads, drainage, and other necessary facilities have been provided and are required as part of the building permit process, including a Public Works approach permit. The site plan includes a 15-foot paved access road to ensure reliable access to the facility.
- Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
  - Ingress and egress to the site will be provided via a 15-foot paved access road, ensuring safe and efficient entry and exit. Verizon will be required to obtain an approach permit, which will ensure compliance with local standards for access. As the facility is not intended to serve the public or function as a service site, the traffic volume is expected to be very minimal. Therefore, no significant impact on public street congestion is anticipated.

- The conditional use shall, on all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.
    - Verizon Wireless shall be required to comply with all applicable provisions of the Official Code of the City of Great Falls, including those pertaining to height restrictions. Pursuant to OCCGF §4.2.060, towers located within residential neighborhoods are limited to a maximum height of forty-five feet. To accommodate the proposed facility, Verizon will submit a request for a dimensional variance to increase the tower height to sixty feet. The request will be subject to review and final approval by the Board of Adjustment in accordance with established procedures.

Ms. Martello stated that Staff recommends approval of the Conditional Use Permit with the following conditions:

- Building Permits: The applicant shall submit all required building permit applications to the City of Great Falls for review and approval prior to the start of construction.
- Code Compliance: The applicant shall comply with all applicable building, fire, and safety codes, as well as zoning requirements.
- Height restriction: Verizon Wireless and the Park and Recreation Board have agreed that the maximum height of the telecommunication tower shall not exceed 60 feet at the approved location. The height limit is final and shall not be increased to ensure visual unobtrusiveness and compatibility with the surrounding park environment.
- Height Variance Approval: Verizon shall apply for a height variance to allow for the increased tower height of 60 feet, as required by OCCGF.
- Lease Agreement: A formal lease agreement between Verizon and the City shall be executed prior to the issuance of building permits.
- Safety and Access: A secured, locked fence shall be installed around the facility to prevent unauthorized access.
- Removal and Decommissioning: If the facility is abandoned or not in use for a continuous period of 6 months, it shall be removed by the lessee.
- Modifications: It is understood that minor changes are often necessary and that the administrator is a City employee assigned by the City manager to administer any changes.
- Expiration: The conditional use shall expire one year after the date of issuance, if operations have not been established
- Acceptance of the Condition: No zoning or building permit shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with all conditions of approval.

APPLICANT PRESENTATION

Tanner Ostrom, with Verizon, was present but did not give a presentation.

PUBLIC QUESTIONS

Selene Thomas, at 3401 7th Ave S., asked if other parks had been considered for the facility's location. Mr. Ostrom replied that they looked at the New Hope Lutheran Church on 5th Avenue, but its roof shape made it not a viable option. They also checked other nearby commercial buildings, but they weren’t close enough to serve the residences in the area. The buildings to the south weren’t tall enough. He was unsure if Lion’s Park was considered as an option.

Thomas Fundis, 3405 7th Ave. S., asked why it couldn't go where the temporary tower is. Mr. Ostrom answered that the water tower would block any coverage heading north of the park because the facility will be shorter than the temporary tower, which is 68 feet tall.

Gayla Fundis, 3405 7th Ave S., wanted to know why the facility has to be located in a public park. Mr. Ostrom replied that there are only so many places that can provide coverage for everyone, and since the water tower already has antennas in a public park, they are just moving the antennas and radios from the water tower to a taller tower than the current one.

PROPONENTS

Mr. Cherry stated that an email from a citizen in support of the request was received prior to the meeting. He mentioned it was included in the Agenda Packet.

OPPONENTS

Pete Keville, 3411 7th Ave. S., stated the area where the tower is proposed is one of the only flat sections on that side. The tower would reduce the park's overall use. The proposed concealed facility is very different from anything else ever in the park or the city, and it is not really concealed. He mentioned visiting the Planning and Community Development office and was told that a similar project is under construction at the University of Providence, but he was unable to locate it. All other towers, like the proposed one, are situated on commercial or private land. He downloaded a picture of the monopine and stated that it is inappropriate for a residential area. The previous towers were mounted to the side of the Water Tower and did not impact park use. The benefits of the new facility mainly serve Verizon. The driveway will also take up more park space. He opposes the park development and is disappointed with how it has been managed. He first learned about the proposal in mid-August when a public notice sign appeared in the park. They received a public notice letter by mail with the project plans, but felt more information was needed to be sent.

Selene Thomas, 3401 7th Ave. S., mentioned she has lived in her home for over 34 years. She noted that when new residents move into the neighborhood, they tend to stay for a long time. However, she observed that the neighborhood is changing because several kids are always playing in the park. The swimming pool is often completely full when lifeguards are on duty. She pointed out that the photos in the presentation are misleading about what the park actually looks like and encouraged the Board members to visit it. She also added that if they had known about the project earlier, they would have attended all the neighborhood council meetings.

Allen Mindrup, 3400 6th Ave. S., stated that the plan provided does not show where the tower will actually be built. He mentioned that it is not environmentally healthy. He listed some of the side effects and the distances from the tower to different areas in the neighborhood and park. He opposes the plan and said that the notification was inaccurate.

Thomas Fundis, 3405 7th Ave. S., stated that he has a pacemaker and wants to avoid any more heart problems. He mentioned that it is the busiest part of the park, and installing the facility there would be too dangerous.

Carol Byerly, 3425 7th Ave S., has lived in the neighborhood for over 40 years and has noticed an increase in children in the neighborhood, especially those playing in the park. She dislikes what is happening and thinks it will be an eyesore. She believes it should be on the south side of the park or somewhere else.

BOARD QUESTIONS

Mr. McMillen asked if there was an active lease for the location of the COW. Ms. Taylor replied that there was a lease for the tower, but it was terminated, and now there is a short-term, temporary lease that expires in November. Mr. McMillen inquired whether it was comparable in price. Ms. Taylor responded that the current lease for the COW is similar to the previous lease, which is less than the proposed lease.

Mr. McMillen asked the Verizon representative if they were experiencing issues with the current coverage and wanted to know what the consequences would be if the facility did not get approved. Mr. Ostrom replied that he was not aware of any current issues. He stated that there was a proposal on the south side, but it was determined that the tower's height would be too tall for the park. Mr. Ostrom explained that the consequences of not approving it are that people will lose cell phone coverage and experience dropped calls. The current tower is a temporary structure intended for short-term use only.

Mr. Cantley inquired whether a tower could be constructed to the south and whether it would need to be 100 feet tall. Mr. Ostrom confirmed that this was correct and explained that FCC regulations would need to be met to do so. Mr. Cherry added that the area only allows a maximum height of 45 feet so that Verizon could consider the option of a 100-foot-tall tower at the south end of the park, but they would need to apply for a variance through the Board of Adjustments for approval.

Mr. Cantley asked if there were any other towers in any of the City parks. Mr. Cherry responded that, to their knowledge, there are no such instances. The device was previously attached to the tank, but the Public Works department recently adopted a new policy that they do not want any private devices attached to their equipment. To continue the service, the City Legal Department and the Verizon Legal Department reached an agreement to allow the COW to operate temporarily.

Mr. Mills inquired as to how many people it would effect if the facility is not approved. Mr. Ostrom responded that he is not an RF Engineer so did not know the exact number but could get a coverage map.

Mr. Wingerter inquired about other locations that had been investigated for the potential placement of the facility and whether relocating it within the park was an option. Mr. Ostrom explained that Verizon considered the First Lutheran Church, the buildings to the south, and other nearby structures, but found them too tall. He also mentioned that the tower could potentially be relocated to a different area within the park, but it would need to be taller. Mr. Cherry stated that when Verizon presented to the Park and Recreation Board, they offered two options, and the Board chose the shorter option, as presented.

Mr. Mills asked if there are any similar towers set up in public parks in Montana. Mr. Ostrom replied that there are several throughout Montana.

Ms. Essex inquired about how the $30,000 annual rent was calculated and whether the lease could be renegotiated after five years. Mr. Ostrom replied that he did not know the answer. Ms. Taylor stated that they had consulted with a telecommunications consultant for the proposed amount, and noted that the situation was unique, as it is located in a park. She also mentioned there will be an automatic increase in the amount each year.

Ms. Essex wanted to know if it was possible to hold another neighborhood council meeting so that more people could be aware of it and attend. Mr. Cherry responded that the applicant did meet the minimum requirements set by City code. There were two meetings, as the neighborhood council was not satisfied with the number of people who attended the first meeting, so another one was scheduled. Mr. Cherry also stated that the neighborhood council's decisions are not based on the Findings of Fact like those of the Planning Advisory Board/Zoning Commission.

Ms. Essex asked if the Commission decided that the facility should be moved to the South, could they vote on it. Mr. Cherry responded that the Commission could condition that, but the reason the proposal went to the Parks Board was to gain their perspective. The Zoning Commission does not need to follow the conditions verbatim, though. Mr. Hill stated that an early part of the conversation between staff and the applicant was that the city has invested a substantial amount of money into the old water tank on site and is unsure of its lifespan. If the current tower fails, they plan to replace the water tower in the southern half of the park. They were concerned if the telecommunications facility were located in the south half of the park it could impact future plans of a new water tower.

Mr. Cantley asked if there was a technical reason an antenna could not be mounted on the water tower. Mr. Hill responded that during the water tower project, they had to remove everything from it to begin the retrofit. Part of that process involved retrieving the leases from the water tank, and they found it was more trouble than it was worth based on the fees they were collecting. As a result, a decision was made not to allow any private utility equipment on the public infrastructure. Ms. Taylor added that the age of the water tower raised concerns about placing anything on it.

Mr. Gorecki asked where the revenue from the leases goes. Ms. Taylor responded that she believed it would be returned to a Parks account. Mr. Hill confirmed it was going toward park maintenance.

Mr. Gorecki inquired whether any environmental review had been conducted for the location. Mr. Hill responded that there was none.

Mr. Wingerter asked if the Commission decided to extend their decision, whether the current lease, which expires in November, could be extended. Ms. Taylor responded yes.

MOTION: That the Zoning Commission recommend the City Commission deny the Conditional Use Permit for the subject property as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicants.

Made by: Mr. McMillen

Second by: Ms. Essex

Mr. McMillen said that as a child, he often visited the park, and the area where the facility is proposed is prime real estate. The lease amount is not justified. Verizon is a reputable company, but it has room for improvement.

Mr. Mills stated that if they are not willing to place the facility to the South at a higher cost, then a larger lease payment should be negotiated.

Mr. Cantley stated that approving the proposed location would create a dangerous precedent, where private interests take priority over neighbors' rights and enjoyment. The 100-foot tower to the south would make more sense and understood the increased cost to Verizon. He is strongly against it.

Ms. Essex stated that there is an alternative space so it doesn't have to be in the neighbor’s front yards.

Mr. Gorecki stated that parks and open spaces are essential for the community. Paving an access road and installing the facility in the park would inevitably decrease the park's usage.

Mr. Cantley stated that the fenced-in area is the size of a house and will have an industrial feel in a residential area. He stated that he visited the area the day of the meeting and that the photos are misleading as putting the tower in the proposed area will eliminate the flat area of the park.

Mr. Cherry stated that the Growth Policy contained findings that could be discussed in relation to the Commission's concerns and read them to the Commission.

1. The Conditional Use is consistent with the City's Growth Policy and applicable neighborhood plans.

- SOC. - We need to protect the character, livability, and affordability of existing neighborhoods by ensuring that infill development is compatible.
- PHY. - We recognize, conserve, and maintain the value and character of traditional neighborhood development.
- The City may oppose zoning changes that will result in incompatible land uses and result in adverse impacts to the residential character or use of adjoining properties.

2. Traditional Neighborhood Character - Design

- Physical attributes should be accessible but also consist of less visible utilities.

3. That the Conditional Use will not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted. Nor substantially diminish or impair property values within the neighborhood. -

- It doesn't meet this condition, as the proposed location for the monopine is situated in a frequently used recreational area within Dudley Anderson Park, and a permitted core recreational use of the park would be prioritized over privately owned commercial infrastructure, which would conflict with the park's intended primary use of public and recreational purposes.

Mr. Cherry noted that the Zoning Commission is a recommending body, and the proposal will still be presented to the City Commission for a vote. He stated that the Commission could also vote to table the item based on insufficient information being provided, but would need to specify the information that was lacking.

Mr. Wingerter asked if, when the Commission decides to deny the proposal, the applicant would need to restart the process to find another location. Mr. Cherry answered that, according to the Code, if the proposal is denied, the applicant can resubmit, but the new proposal must be significantly different from the current one. Mr. Wingerter wanted to know if they could amend the motion to say an alternative location.

MOTION: That the Zoning Commission take a recess at 4:50 P.M.

Made by: Mr. McMillen

Second by: Mr. Wingerter

VOTE: 7-0; Motion passed

The meeting resumed at 4:57 P.M.

Mr. Cherry addressed the Commission and notified them that there are three ways they could proceed with the proposal.

- Recommend approval of the applicant's request as it was presented.
- Recommend denial based on alternative findings, taking into account the board's discussion and comments expressed by the public.
- Table the item. Since the Planning Advisory Board/Zoning Commission is an advisory body, Mr. Cherry emphasized that they need to be very careful when tabling and be specific about what information they would ask for from the applicant or staff if they are tabling.

There was a discussion amongst the Commission about the best option for the motion.

Mr. Mills asked who would be liable if there were no cell service and an emergency occurred. Mr. Cherry stated that regardless of what happens, based on the discussion, it will be presented to the City Commission.

Mr. Cherry presented the recommendations to accompany the Commission's recommendation of denial.

Amended Basis of Decision #1

The proposed Conditional Use for the subject property is <u>not</u> consistent with the overall intent of the 2013 City's Growth Policy Update. The proposed project specifically does not support the following:

<u>Soc. goal 1.4.13</u> which discusses the importance of compatibility, character, and livability in existing neighborhoods.

<u>Phys goal 4.1.6</u> which discusses supporting the value and character of traditional neighborhoods.

<u>Phys goal 4.2.6</u> which discusses that the City may oppose zoning changes that will result in incompatible land use and/or result in adverse impact next to the residential character or use of adjoining properties.

Amended Basis of Decision #3:

> The conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. The proposed location for monopine is situated in an area that is frequented for the purposes of recreation at Dudley Anderson Park. If approved, the core recreational use of Dudley Anderson Park would instead be prioritized for privately owned commercial infrastructure over the parks intended public and recreational purpose.

MOTION: That the Zoning Commission amend the motion to incorporate the alternative Findings of Fact presented by Mr. Brock Cherry

Made by: Mr. Cantley

Second by: Mr. McMillen

VOTE: 7-0; Motion passed

MOTION: That the Zoning Commission recommend the City Commission deny the Conditional Use Permit for the subject property as legally described in the Staff Report and the alternative Findings of Fact, with the amendments as stated by Mr. Brock Cherry.

Made by: Mr. McMillen

Second by: Mr. Gorecki

Mr. McMillen stated that Verizon is a great company and encouraged them to come back with a better plan as he wants them in our community.

VOTE: 7-0; Motion passed

COMMUNICATIONS

None.

PUBLIC COMMENT

None.

ADJOURNMENT

There being no further business, Chair Mills adjourned the meeting at 5:16 p.m.

CHAIRMAN TORY MILLS	SECRETARY BROCK CHERRY

Meeting Date: October 14, 2025

CITY OF GREAT FALLS

PLANNING ADVISORY BOARD / ZONING COMMISSION AGENDA REPORT

Item:	Public Hearing – Annexation of Mark 8 located in the S ½ SE ¼ of Section 4 and the adjoining right-of-way of 7th Avenue North; establishing the City zoning classification of R-10 Mobile Home Park for Mark 8 and Lot 1, Block 1 of Portage Meadows Ranch Addition located in the S ½ SE ¼ of Section 4, T20N, R4E, P.M.M., Cascade County, Montana.
Initiated By:	IX Blessings, Applicant
Presented By:	Sara Reynolds, Associate City Planner, Planning and Community Development
Action Requested:	Recommendation to the City Commission.

Public Hearing:

1. Chairman of the Board conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.

2. Chairman of the Board closes public hearing and asks the will of the Board.

Suggested Motion:

1. Board Member moves:

"I move that the Planning Advisory Board recommend the City Commission (approve/deny) the annexation of the property as legally described in the Staff Report, the Improvement Agreement, and the accompanying Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicants."

And;

"I move that the Zoning Commission recommend the City Commission (approve/deny) the establishment of the City zoning classification of R-10 Mobile Home Park for the property as legally described in the Staff Report, and the accompanying Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicants."

2. Chairman calls for a second, board discussion, and calls for the vote.

Staff Recommendation: Staff recommends approval of the annexation and assignment of R-10 Mobile Home Park zoning with the following conditions:

Conditions of Approval:

1. **General Code Compliance.** Any future development of the property shall be consistent with the conditions in this report, as well as all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Improvement Agreement.** The applicant shall abide by the terms and conditions outlined in the attached Improvement Agreement for the subject property and pay all fees specified therein. The Improvement Agreement must be signed by the applicant and recorded with the Cascade County Clerk and Recorder.
3. **Age of Manufactured Home Units.** All manufactured home units shall be built no longer than ten (10) years before time of installation with the development.
4. **Engineering Drawings.** The final engineering drawings, specifications, and cost estimates for public and private improvements for the project shall be submitted to the City Public Works Department for review and approval.
5. **Administrative Plat.** The subject property is required to be surveyed and officially recorded with the County Clerk and Recorder.
6. **Land Use and Zoning.** The property's development shall be consistent with the allowed uses and specific development standards of the proposed R-10 Mobile Home Park zoning district.

Background: IX Blessings submitted an application to the Planning and Community Development Department to annex and assign R-10 Mobile Home Park zoning to approximately 24.3 acres of undeveloped land located on the southeast corner of the intersection of 7th Avenue North and 42nd Street North, and legally described as Mark 8 located in the South ½ of Section 4, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana.

Additionally, the applicant has requested a zoning map amendment for an adjacent parcel, addressed as 4420 7th Avenue North and legally described as Lot 1, Block 1 of Portage Meadows Ranch Addition. This property is currently zoned R-3 Single-Family High Density. This parcel is approximately 0.4 acres in size and is proposed to be reclassified to R-10 Mobile Home Park to be included in the proposed manufactured home community. This parcel is surrounded by the proposed annexed property on the west, south, and east side, as shown on the *Location and Zoning Map* provided as an attachment. In total, the application includes annexation of roughly 24.3 acres and zoning entitlement of R-10 Mobile Home Park to approximately 24.7 acres to accommodate the construction of a new manufactured home community including 154 residential pad site.

The applicant states that the purpose of this development project is to expand affordable housing opportunities within the City by providing a range of manufactured home site sizes, designed to accommodate standard (16' x 66') and larger (28' x 60') manufactured homes. Each manufactured home would be installed on a concrete slab foundation engineered to meet the foundation requirements specified within the required geotechinical soils report. The development includes privately owned and maintained internal roadways. The applicant states that the open space and recreational amenities will include a park area with basketball and pickleball courts, a playground, and a fenced dog park. The applicant also proposes to extend the existing path from Heron Park into the development to enhance pedestrian connectivity. According to the applicant construction is proposed in two phases. Phase 1 will develop the area west of the extended 44th Street North. Phase 2 will develop the area east of 44th Street North.

Annexation Request: The applicant requests annexation of the 24.3-acre property addressed as 4600 7th Avenue North and the adjoining 245 feet of unannexed 7th Avenue North right-of-way adjoining the City sanitary sewer pump station. The property is contiguous to City limits on the west, north, and south sides, allowing for direct extension of public utilitie mains.

As outlined in the Improvement Agreement, IX Blessings will construct or reimburse for all required public improvements necessary to serve the development, including water, sanitary sewer, stormwater, and roadway improvements. Sanitary sewer mains will be extended to serve all lots, with reimbursement to the City for prior lift station and main improvements along 7th Avenue North. Stormwater facilities will be constructed in accordance with City standards and the Storm Drainage Design Manual, and roadway improvements will include curb, gutter, and sidewalk installation along 7th Avenue North and 42nd Street North.

The basis of decision for an annexation by petition request is listed in OCCGF 17.16.7.050. The recommendation of the Planning Advisory Board and the decision of the City Commission shall, at a minimum, consider the criteria which are attached as *Basis of Decision – Annexation.*

Establishment of R-10 Mobile Home Park Zoning: The applicant requests the establishment of the R-10 Mobile Home Park zoning classification for the 24.3-acre property and the 0.4-acre parcel within the City limits addressed as 4420 7th Avenue North.

The R-10 zoning district allows mobile home park development consistent with OCCGF §17.20.6.010, providing for manufactured housing, associated amenities, and internal infrastructure within a planned neighborhood setting. The proposed zoning supports the City's housing goals by creating additional opportunities for diverse homeownership and rental units within the City of Great Falls. The applicant has requested a deviation from the City standard for the requirement to rotate the units 30 degrees perpendicular. The applicant goes on to state that the development will meet that requirement in most cases but will request relief in regards to end and corner units to ensure the best and most efficient layout of those homes.

The basis for decision on zoning map amendments is listed in the OCCGF 17.16.40.020 of the Land Development Code. The recommendation of the Zoning Commission and the decision of the City Commission shall at a minimum consider the criteria, which are attached as *Findings of Fact – Zoning Map Amendment.*

Improvements: The required public improvements and corresponding developer obligations are detailed in the attached *Improvement Agreement.* IX Blessings will finance and construct water, sanitary sewer, stormwater, and roadway infrastructure in accordance with City standards.

The developer will construct a looped eight-inch water main and connect it to the existing system with fire hydrants placed per City specifications. Sanitary sewer mains will be extended to serve all residential pad sites, and the developer will reimburse the City for the 7th Avenue North lift station and prior utility improvements. Stormwater management facilities will comply with the City's Storm Drainage Design Manual. Roadway and frontage improvements will include reconstruction of 7th Avenue North with curb, gutter, and boulevard sidewalks. The developer will also reconstruct the existing asphalt sidewalk along 42nd Street North adjacent to the subject property.

All public improvements will be reviewed and approved by the Public Works Department before placement of manufactured residences. Financial securities for deferred improvements will be provided as required by OCCGF §17.68.040. Upon completion and inspection, the public infrastructure will be transferred to City ownership. The private roads that serve the interior of the development will be owned and maintained by the property owner.

Staff Traffic Analysis: The proposed 154-unit development is projected to generate approximately 1,100 average daily trips and 100 peak-hour trips at full build-out, based on ITE Trip Generation Manual (11th Edition) Land Use 240, Mobile Home Park. Although the City's threshold for a formal Traffic Impact Analysis is not met (200–300 peak-hour trips), the City's transportation planning staff completed a traffic analysis given the scope of the project. The Traffic Analysis evaluated traffic conditions along 7th Avenue North, 42nd Street North, and adjacent streets.

The TIS analyzed existing and projected volumes at several key intersections and road segments, summarized in the table below.

TABLE 1

COUNT LOCATION	DAILY VOLUME (YEAR)	PROJECTED GROWTH	PROJECTED DAILY VOLUME	PEAK HOUR VOLUME	PROJECTED GROWTH	PROJECTED PEAK HOUR VOLUME
7th Ave N (just east of 38th St)	2,208 (2025)	396	2,604	243	36	279
7th Ave N (just west of 42A St)	1,479 (2025)	363	1,842	161	33	194
7th Ave N (just west of 52nd St)	730 (2025)	363	1,093	70	33	103
6th Ave N (just west of 42nd St)	337 (2025)	77	414	66	7	73
42nd St N (just south of 7th Ave N)	577 (2025)	66	643	138	6	144
44th St N (between 4th and 5th Aves N)	233 (2025)	220	453	26	20	46

Note: all numbers are vehicle trips per day or vehicle trips per peak hour

The analysis found that the local and collector street network has sufficient capacity to accommodate the additional daily and peak-hour volumes generated by the development. The majority of trips are expected to use 7th Avenue North, which connects directly to 10th Avenue South via 7th Avenue? North, the nearest arterial. Secondary access points via 42nd and 44th Streets North will primarily serve neighborhood circulation.

The Traffic Analysis also evaluated potential conflicts with Morningside School, located northwest of the site on 7th Avenue North. Observations indicated that school drop-off and pick-up activity peaks between 8:00–8:30 a.m. and 2:45–3:15 p.m., which does not significantly overlap with the development's projected traffic peaks. The study found no adverse impact to school operations or pedestrian safety, particularly given planned sidewalk and frontage improvements along 7th Avenue North.

To ensure safe access and compliance with City standards, frontage improvements along 7th Avenue North, including curb, gutter, and sidewalk construction, are required as part of the project. These enhancements will improve pedestrian connectivity, correct existing ADA deficiencies at key crossings, and better organize vehicle flow near Morningside School.

Staff finds that the proposed development can be safely accommodated within the existing transportation network once the recommended improvements are completed. The full *Traffic Analysis* is included as an attachment to this report for reference.

Growth Policy Compliance: The proposed project is consistent with the overall intent and purpose of the City of Great Falls 2013 Growth Policy Update. The proposal to annex and assign the zoning of R-10 Mobile Home Park for the proposed property will allow the developer to construct a manufactured home development. Staff finds the City's Growth Policy supports the proposed zoning map amendment to facilitate higher density development upon an infill parcel and providing diverse housing. The proposed project is consistent with several of the Plan's policies including:

<u>Social – Housing</u> (page 134)

Soc1.4.2	Expand the supply of residential opportunities including single-family homes, apartments, manufactured homes, and assisted living facilities.
Soc1.4.3	Support the development of affordable housing in all neighborhoods to ensure geographic dispersal and reduce concentrations of poverty.
Soc1.4.6	Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

<u>Economic – Community Vitality (pages 157-158)</u>

Eco3.7.2	Encourage reinvestment in older neighborhoods and infill housing to support existing services and commercial districts.
Eco3.4.3	Support quality of life investments such as recreation, housing, and amenities that help attract and retain the workforce. (page 155)

<u>Physical - Land Use</u> (page 162-166)

Phy4.1.4	Foster the development of safe, walkable neighborhoods with a mix of uses and diversity of housing types.
Phy4.1.5	Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.
Phy4.3.1	Support development patterns that optimize existing City utilities and limit the extension of public infrastructure. (page 166)

In conclusion, the proposed development will enable these policies to be addressed and further the implementation of the Growth Policy.

Neighborhood Council Input: The subject property is located in Neighborhood Council #4. The applicant's representative presented at the Council's regularly scheduled July 24th Meeting. Many residents attended the hearing and stated concerns about the proposed development, including traffic, school drop-off and pick-up, stormwater, and the financial model of manufactures home parks. The applicant was asked by the Council to return and present a second time at their next scheduled meeting on August 28th with more information regarding the communities concerns. At the second meeting, Council members and residents shared the same concerns and questions regarding the projects impacts. At the second meeting the Council made the following recommendation:

> *"Neighborhood Council 4 recommends that the City pay special attention to concerns raised by Council 4 residents, particularly traffic congestion, traffic safety at Morningside School, and drainage handling, in continued consideration of the request for annexation and assign R-10 zoning for IX Blessing Mobile Home Park."*

Public Comment: Public comment received before the publishing of this report is provided as an attachment to this report, *Public Comment.* In total, staff received seventeen (17) comments from thirteen (13) community members. Staff identified three (3) themes; traffic and safety near Morningside Elementary, the financial model of the manufactured home community, and stormwater.

Concurrences: Representatives from multiple departments, including Planning and Community Development, Public Works, and Fire Departments have been involved throughout the review process for this request. In addition, both the Engineering Division of Public Works and the Legal Department have collaborated on the proposed Improvement Agreement.

Fiscal Impact: Approval of this request is expected to result in the construction of a manufactured home community, increasing the property's value. This, in turn, would result in increased revenue to the City and other entities whose revenue is based upon property valuation. The applicant will bear the cost of all site improvements, including extension of public utility mains, utility service connections and roadway upgrades. This infill project utilizes existing utility infrastructure and is located within an area already served by City Fire and Police.

Alternatives: The Planning Advisory Board/Zoning Commission could recommend denial of the annexation and assignment of R-10 zoning. For these actions, the Planning Advisory Board/Zoning Commission must provide an alternative Basis of Decision.

Attachments/Exhibits:

- Improvement Agreement
  - Exhibit A – Legal Description
  - Exhibit B – Site Plan
- Basis of Decision – Annexation
- Basis of Decision – Zoning Map Amendment
- Location and Zoning Map
- Application Packet
  - Narrative
  - Amended Plat
  - Site plan
- Traffic Analysis
- Public Comments

ANNEXATION AGREEMENT
A TRACT OF LAND DESCRIBED AS LOT 1, BLOCK 1 OF PORTAGE MEADOWS RANCH AND TRACT 2A OF COS 4970 LOCATED IN THE S1/2 S1/2 OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA.

The following is a binding Agreement dated this ______ day of ____________, 2025 (the "Effective Date"), between Nine Blessings LLC, a Delaware limited liability company, hereinafter referred to as the "Owner", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as the "City", regarding the requirements for annexation of a tract of land into the corporate limits of the City legally described on the attached Exhibit A and hereinafter referred to as the "Subject Property". Owner, as owner of the Subject Property, agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §§ 17.68.010 through 17.68.040 of the Official Code of the City of Great Falls (OCCGF), and the City agrees to, and is bound by, the provisions of this Agreement.

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owner, as required by the City's approval of the annexation and supporting documents. Generally, this Agreement:

1.1 Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the development of the Subject Property;

1.2 Insulates the Subject Property from the impact of changes in the City's zoning regulations, provided that no substantial changes in the development of the Subject Property are proposed;

1.3 Requires the Owner to agree that the improvements contained in this agreement are made in a timely manner by providing the financial securities required by OCCGF;

1.4 Provides for the inspection and warranty of the required improvements before they are accepted for operation and maintenance by the City;

1.5 Waives protest and appeal by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;

1.6 Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;

1.7 Contemplates reimbursements to the Owner when neighboring properties that benefit from certain improvements made by the Owner are developed;

1.8 Embodies certain conditions that are imposed by the City upon approval of the annexation of the Subject Property in order to facilitate their enforcement; and

1.9 Indemnifies the City from challenges to its approval of the annexation of the Subject Property, for natural conditions of the Subject Property and for any faults in Owner's assessment of those conditions; and holds it harmless from errors and omissions in the approval and oversight of the improvements by the Owner relating to development of the Subject Property.

2. Duration. The term of this Agreement begins at the date here above written and, with the exceptions stated below, is a perpetual recorded agreement between the Owner and the City.

2.1 If Work Does Not Begin. This Agreement may be amended if final construction plans for the first phase of the Development are not submitted for approval within three years of the date of the City Manager's signature on this Agreement.

2.2 Failure to Build. The Owner's failure to complete improvements in accordance with the final construction plans may result in the City retaining the security required in Section 13 of this Agreement. It may also void this Agreement and the vested rights established by Section 9, below.

2.3 Failure to Pay. The Owner's failure to make timely payment of its share of any of the required improvements listed in this Agreement voids the Agreement and the vested rights established by Section 9. It may also result in the City attempting to collect the amount due by any lawful means.

3. Supporting Documents. Each of the following supporting documents are to be submitted for review and approval by the City.

3.1 Construction Documents. Engineering drawings, specifications, reports, and cost estimates (preliminary and final), prepared for the Subject Property, consisting of documents for, but not limited to, the public sanitary sewer, water, storm drain, and street improvements. Construction documents shall be designed in compliance with the City's Standards for Design and Construction Manual.

3.2 As Built Drawings. "As Built" reproducible 4 mil mylar drawings and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City, and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City upon completion of the construction.

3.3 Legal Documentation. Legal documents, including but not limited to any Articles of Organization, bylaws, covenants, and declarations establishing the authority and responsibilities of the Owner relating to the Subject Property, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

3.4 Amended Plat(s). The Amended Plat of Lot 1 in Block 1 of the Portage Meadows Ranch Addition to Great Falls, Montana and Tract 2A shown on Certificate of Survey Number 4970 located in the south half of Section 4, Township 20 North, Range 4 East, Principal Meridian, Montana, creating Lota 1A and Lot 2A, is to be filed on record in the Clerk and Recorder's Office of Cascade County, Montana, upon approval by the City of Great Falls. The Plat is considered in draft form until infrastructure has been reviewed and approved and shall not be filed until after City infrastructure approval.

4. Changes. The Owner understands that failure to install required improvements in accordance with the final construction plans approved for the development of the Subject Property is a default of, and may void, this Agreement. The Owner also understands that such failure is a violation of the OCCGF and is subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this Agreement) is hereby authorized to allow minor changes to approved plans, as provided below:

4.1 Minor Changes. Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Property, can be made as follows:

4.1.1 *Before making changes, the Owner must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fifteen (15) days of receipt of the revised plans.*

4.1.2 *Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the annexation of the Subject Property or the OCCGF.*

4.1.3 *Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.*

4.1.4 *Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. The Owner must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.*
4.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. "Substantial Change" versus "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

4.2.1 *A substantial change adds one or more lots; changes the approved uses; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator; Increases the number of buildings, building density, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change. Pursuant to Section 8.1 of this Agreement, the location or relocation of a regional stormwater pond, and any associated adjustments to lot configuration, easements, or roadway alignments necessary to accommodate such a facility, shall be deemed an administrative modification.*

5. Fees. The Owner understands that it is required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with the Subject Property shall not constitute a waiver by the City.

5.1 Recording Fees. The Owner is responsible for all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

5.2 Engineering Inspections. The Owner is responsible to pay all applicable engineering fees established by Resolution of the City Commission of the City of Great Falls.

5.3 Permit Fees. The Owner is responsible to pay all applicable planning and building permit fees established by Resolution of the City Commission of the City.

5.4 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be paid at the times of tapping and connections.

5.5 Storm Drain Fee. The Owner is responsible to pay a storm drain fee in the amount of $250 per acre for the Subject Property. This would equal a total of $6,075 for the total 24.3 acres of the Subject Property. The total storm drain fee is to be paid to the City no later than 30 days after the annexation resolution for the Subject Property is recorded.

5.6 Application Fees. In addition to the fees outlined above, application fees paid by the Owner are: the $3,000.00 application fee for annexation and $150 per acre. This would equal a total of $6,645 for a total of 24.3 acres of the Subject Property. The total application fee has been paid prior to this Agreement.

6. Site Conditions. The Owner warrants that they have conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the Subject Property. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Subject Property will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions.

7. Permits. This Agreement must be approved by the City Commission and signed by the City Manager and the Owner before permits for any work will be approved, including, but not limited to, grading for streets or trenching for the installation of utilities.

8. On-Site Improvements. The on-site improvements required prior to issuance of a certificate of occupancy of any structure built upon the Subject Property shall include everything required to provide water, sanitary sewer, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, access, and other requirements as may be required by OCCGF. Access for purposes of emergency vehicles shall be installed to the City specifications prior to the issuance of any building permits for the Subject Property. The Owner shall provide City utility main and/or drainage easements and public utility easements for all required public utilities. The Owner agrees to install on-site stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls. Stormwater quantity and quality control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls. Additionally, an enforceable operation and maintenance agreement with the City and the Owner is required to ensure private stormwater control measures function properly.

8.1 Regional Pond. The Owner shall construct on-site stormwater facilities consistent with the approved site plan unless and until the City and Owner mutually agree, in writing, to amend this Improvement Agreement to accommodate participation in a regional stormwater facility. The location or relocation of a regional stormwater pond, and any associated adjustments to lot configuration, easements, or roadway alignments necessary to accommodate such a facility, shall be deemed an administrative modification under OCCGF § 17.68.040(C)(12) and (13) and shall not require City Commission approval or formal site plan re-review. The only modification deemed a material change requiring re-review is an increase in the approved residential density or number of dwelling units, unless otherwise described as a Minor Change pursuant to Section 4 herein. Approval of annexation and this Agreement is not contingent upon the development of a regional facility.

8.2 Mobile Home Park Code Compliance. The Owner shall develop the Subject Property in compliance with the requested zoning designation – R-10 Mobile Home Park and the associated Mobile Home Park Land Use, including Special Standards contained in §17.20.6.010 of the OCCGF - Mobile home park. The proposed layout is attached to this Agreement as Exhibit B.

9. Vested Rights. The approval of this Agreement by the City creates a vested right that protects the Owner from changes in the zoning regulations of Title 17 of the OCCGF. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the Owner from compliance with changes to state and federal requirements. This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the approved final construction plans of the development of the Subject Property, provided, however, that the City must provide notice of such avoidance to the Owner within thirty (30) days of the event triggering such avoidance. Such notice must specifically reference this Section 9

10. Access/Private Internal Transportation Facilities. Vehicular traffic will ingress/egress from a minimum of three access points to the public right of ways, as preliminarily shown on the attached Site Layout Plan, with a minimum of one on 7th Ave N, one on 42 St N, and one on 44th St N. All internal streets and sidewalks within the proposed subdivision will be private. Construction and maintenance of all private internal transportation facilities shall be the responsibility of the development. Internal roads and sidewalks shall conform to city standards, unless otherwise approved by the Administrator.

11. Required Public Improvements. The public improvements required for the development of the Subject Property shall be installed as shown on the final construction plans that are submitted to and approved by the City prior to placement of manufactured residences for each development phase. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 14.

11.1 Water. The Owner hereby agrees to extend a looped eight (8) inch public water main through the development and connect to the existing water mains as shown on the proposed Site & Infrastructure Plan consistent with City standards and submitted plans approved by the City, including the addition of the required fire hydrant(s). The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of water main service located outside of the public right-of-way shall be located in a minimum 20-foot wide City water main easement, the location of which shall be approved by the City. The water improvements herein are to be owned and maintained by the City upon completion.

11.2 Sanitary Sewer. All buildings upon the Subject Property shall be served by sanitary sewer as shown on the proposed Site & Infrastructure Plan. Installation of sanitary sewer mains is the responsibility of the Owner. Sanitary sewer mains shall be constructed consistent with City standards and submitted plans approved by the City, . The sanitary sewer improvements herein shall be in accordance with City and Montana Department of Environmental Quality standards and the approved plans and specifications. Any portion of sanitary sewer main service, including the existing sewer lift station and existing sewer mains, located outside of the public right-of-way shall be located in a minimum 20-foot wide City sewer main easement, the location of which shall be approved by the City. Sanitary sewer gravity mains and associated improvements are to be owned and maintained by the City upon completion.

11.3 Roadways and Sidewalks. The Owner agrees to construct and/or reconstruct roadway and curbing along 7th Ave N adjacent to the Subject Property as the first phase of construction commences. Sidewalk and boulevard landscaping along the south side of 7th Ave North and the east side of 42nd Street North shall be installed adjacent to the Subject Property as construction commences adjacent to those locations. Design and installation shall be consistent with City standards and submitted plans approved by the City. All boulevard improvements herein, including curbing, sidewalks, and landscaping shall be owned and maintained by the Owner.

11.4 Storm Water. The Owner agrees to install public stormwater improvements, consistent with City Standards, the City Storm Drainage Design Manual, and approved by the City of Great Falls Public Works Department.. Any portion of public stormwater improvements, including the proposed drainage swale collecting run-on from the Portage Meadows park and existing storm mains, located outside of the public right-of-way being dedicated to the City shall be located in a minimum 20-foot wide City storm main or City drainage easement and shall be owned and maintained by the City. Private and temporary stormwater facilities will not be owned or maintained by the City. All public stormwater improvements, including drainage swales, shall be constructed and in place in conjunction with the first phase of development. Stormwater shall not be discharged onto any adjoining private property without permission from the adjoining property owner, the permission shall be in a form of a signed agreement or easement that shall be recorded and run with the land of the adjoining property.

12. Reimbursements owed to Owner. Except as set forth herein, the City will assist in obtaining initial reimbursements due from other adjacent or benefitted property owners under this Agreement, however the Owner remains responsible for any legal enforcement of the terms of this agreement as against future benefitted owners. The owner shall provide the city with documentation of its actual out-of-pocket costs of the installation of the hereafter mentioned improvements within four months after approval and acceptance thereof by the City. In the event of Owner's failure to provide the City with said cost data or other requested document, the City shall not be obliged to undertake collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of the Owner, its heirs, successors and assigns. Failure of the Owner to provide the City with said cost data for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein, said failure will affect only the City's obligation to assist in collection thereof.

13. Warranty, Ownership and Inspection of Public Improvements. The Owner is responsible for the repair or replacement of any faults in the materials or workmanship of the required on-site and off-site public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. Prior to acceptance of infrastructure, the selected contractor shall post a maintenance bond with the Owner equal to 20% of the actual cost of the improvements being dedicated to the City to correct any deficiencies in workmanship and/or materials which are found within the two-year warranty period. The City of Great Falls shall be named as a dual obligee on the maintenance bond.

The commencement date for the maintenance bond shall be the date of acceptance by the City as documented by the owner transfer certificate. The maintenance bond shall remain in full force for the two-year period following this date. maintenance bonds may be in the form of a surety bond, certified check, or an irrevocable letter of credit issued by a bank licensed to do business in the state of Montana. The City reserves the right to draw on the maintenance bond for repairs not completed by the responsible party within 30 calendar days of being advised that repairs are required.

Maintenance bonds will be released at the end of two years unless the parties are involved in a dispute about the completion, condition, repair, or replacement of any of the required improvements, in which case funds will be held by the City until that dispute is resolved.

Installation of all sidewalks, curb ramps, water, sewer, storm drain, roadways, and other public improvements for the Subject Property shall be subject to the City's inspection policy in place at the time of installation.

14. Security for Public Improvements. If any public improvements necessary for each respective construction phase need to be deferred, the Owner shall provide the City with a certified check, a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount equal to one hundred thirty-five percent (135%) of the costs of the required public improvements.

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 13. Following the final required inspection and City Approval of the public improvements, the Director of Public Works or designee shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. If all other improvements relating to the development of the Subject Property are in compliance with all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the City Clerk to release the security to the Owner. The City reserves the right to draw on the security to complete the necessary public improvements not completed by the responsible party within 30 calendar days of being advised that completion is required.

15. Reimbursements owed by the Owner. The Owner is responsible for paying the following reimbursements as specified below.

> ***15.1 Water main in 7th Ave N installed with OF 1372.0.*** The reimbursement owed for the existing 8" water main east of the Hauer Addition in 7th Ave N is $28.73 per foot of lot frontage. With a total lot frontage of 236.8 feet 7th Ave N, east of Hauer Addition, the total reimbursement amount for the 8" water main is $6,803.26 due to the City.
>
> ***15.2 Sanitary Sewer Lift Station.*** The cost reimbursement for the 7th Ave N lift station is $240.00 per acre. The total acreage being annexed is 24.35 acres, so the total reimbursement for the sanitary lift station is $5,844.00 due to the City.
>
> ***15.3 7th Ave N Improvements.*** Reimbursement of $17,418 is due to the City for City funded pavement improvements for the Northview Addition Subdivision installed along 7th Ave N adjoining the Subject Property.

15.4 Northridge Addition. Precedence was found for water and sewer main reimbursement along 7th Ave N adjoining the Northridge Addition, but no cost information was found. In the event that cost information is discovered, this may be added to the reimbursement and owed to the Northridge Addition developer.

15.5 Hauer Addition. Precedence was found for water main reimbursement along 7th Ave N adjoining the Hauer Addition, but no cost information was found. In the event that cost information is discovered, this may be added to the reimbursement and owed to the Hauer Addition developer.

16. Waiver of Protest. Owner agrees to waive protest against the creation of one or more special improvement districts for the construction or maintenance of necessary facilities, including, but not limited to, storm water management facilities, sanitary sewer facilities, sanitary sewer lift stations, roadways and major streets and shall pay the proportionate share of the costs associated with said facilities. This waiver applies to the binding effect of Section 21.

17. Park District. Owner acknowledges that the Subject Property will be, by operation of law and pursuant to Resolution No. 10238 (adopted by the City Commission on June 5, 2018), included within the boundaries of the Great Falls Park District Number 1. Owner acknowledges that property within the Great Falls Park District Number 1, including the Subject Property, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

18. Public Roadway Lighting. The Owner agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities that service the Subject Property, and further agrees to pay for the installation of public roadway lighting which services the Subject Property, if such lighting is required by the City or MDT during project review.

19. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Subject Property incorporation by annexation into the corporate limits of the City, with an assigned City zoning classification of R-10 Mobile Home Park.

20. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this Agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State and Federal requirements, and other applicable standards. The City's limited plan review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections are not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City's limited review or approval for purposes of insurance compliance with applicable law.

The Owner shall indemnify, hold harmless and defend the City, its officers, agents, servants, employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to the annexation and development of the Subject Property by the Owner including, but not limited to, approval and oversight of the improvements related to development of the Subject Property. This indemnification by the Owner shall apply unless such damage or injury results from the negligence or willful misconduct of the City, its officers, agents, servants, employees or assigns. Provided that the obligation to indemnify the City contained in this Section 20 shall be capped at the policy limits of any applicable insurance coverage maintained by Owner. Provided further that Owner shall obtain, before the commencement of any construction or on-site development, one million dollars ($1,000,000.00) in the aggregate per occurrence of general liability coverage, shall list the City as an additional insured, and shall maintain such general liability insurance for a period of two (2) years following completion of all planned construction or development contemplated by this Agreement. Provided further, that any obligation of the City shall be limited by the amounts set forth in MCA § 2-9-108.

Upon the transfer of ownership of the Subject Property, the indemnity obligation herein for the transferred Subject Property shall be released as to the prior owner (whether it is the Owner that signed this Agreement or a subsequent owner) and the indemnity obligation shall then run only to the new owner of the Subject Property. Only the owner of the parcel of the Subject Property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost, is obligated to indemnify, and no owner of any portion of the Subject Property is obligated to indemnify for adverse conditions on or arising from the Subject Property owned by someone else. This indemnification by the Owner of the property shall apply unless such damage or injury results from the negligence or willful misconduct of the City.

21. Binding Effect. Except as otherwise provided in this agreement, The provisions, covenants and terms of this Agreement shall run with the land and bind the present Owner, their devisees, heirs, successors, and assigns; any and all parties claiming by, though, or under them, as well as their devisees, heirs, successors and assigns, are legally deemed to agree and covenant with each of the parties to this Agreement, to conform to the provisions, covenants and terms of this Agreement.

22. Attorney's Fees. Unless otherwise provided herein, in the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, then the prevailing party shall be entitled to reasonable attorney's fees and costs.

23. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Amendments. Unless otherwise provided herein, no modifications or amendments of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto or their successors and assignees.

25. Assignment. No party shall assign this Agreement in whole or in part without written consent of the other parties, provided, however, that Owner may assign and/or transfer this Agreement and any interest in and to the Subject Property to any of its affiliates or subsidiaries without such consent. For purposes of this Section 25, "affiliates or subsidiaries" shall include any of Owner's current members or any legal entity of which the Owner and/or its current members control fifty-one percent (51%) or more of the voting or controlling interest (such person or entity shall be referred to herein as the "Assignee").

If an assignment is made pursuant to this Section 25, the Assignee shall step into the shoes of the Owner for purposes of this Agreement and shall assume all rights, duties, benefits, obligations, covenants, warranties and indemnifications contained within this Agreement as if the Assignee had been the original party entering into this Agreement. Upon such assignment, if any, and in accordance with the final paragraph of Section 20 herein, the Owner shall be deemed to have relinquished, and shall be released from, all rights, duties, benefits, obligations, covenants, warranties and indemnifications contained in this Agreement, which shall simultaneously be assumed by the Assignee.

Furthermore, nothing in this Agreement shall prevent the Owner from selling or conveying the Subject Property, or any portion thereof, to a bona fide purchaser who shall take the Subject Property, or such portion thereof, subject to this Agreement. Such sale shall relieve the Owner of all rights, duties, benefits, obligations, covenants, warranties and indemnifications assumed by such bona fide purchaser.

26. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term or covenant of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, explosion or other natural disaster; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

27. Arbitration. Any controversy or dispute arising out of or relating to this Agreement, shall be resolved by binding arbitration in Great Falls, Montana pursuant to the Commercial Arbitration Rules of the American Arbitration Association now or hereafter in effect, where not inconsistent with all applicable law. The parties shall unanimously select the arbitrator. In the event the parties are unable to unanimously select an arbitrator within ten (10) days of meeting to appoint an arbitrator, the arbitrator shall be selected by the American Arbitration Association. The parties shall confer with the arbitrator and together shall decide upon a time and place for an arbitration hearing. The arbitrator's fees and all arbitration costs shall be paid equally by the parties, unless the arbitrator determines that any party has breached this Agreement or has asserted an unreasonable business position during the arbitration, in which event the arbitrator's fees and all arbitration costs shall be paid by such breaching party or the party who has asserted the unreasonable business position during the arbitration.

28. Counterparts. This Agreement may be executed in any number of counterparts, including via facsimile, electronic mail delivery of scanned copies or electronic signature, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same document.

29. Governing Law and Venue. This Agreement shall be construed under and governed by the laws of the State of Montana. In the event of litigation, venue is in the Eighth Judicial District Court, in and for County of Cascade, State of Montana.

30. Time. Time is of the essence to the performance of the terms and conditions of this Agreement.

31. Construction. All words used in this Agreement shall be construed to be of such gender, neuter, or number as the circumstances require. References in this Agreement to capitalized terms shall have the same meaning whether in the singular or plural form. Section, article or paragraph headings used in this Agreement have no legal significance and are used solely for convenience of reference. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month, and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA
A Municipal Corporation of the State of Montana

____
Gregory T. Doyon, City Manager

ATTEST:

____
Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

____
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.

Nine Blessings LLC
A Delaware limited liability company

By: _________________________________

Its: Authorized Agent

State of _______________)
:ss.
County of _____________)

On this _________ day of _____________, in the year Two Thousand and Twenty-five, before me, the undersigned, a Notary Public for the State of _______________, personally appeared _____________________, known to me to be the person whose name is subscribed to the instrument within and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

____
Printed Name: ______________

____

Notary Public for the State of ________________
Residing at ________________________

____
(NOTARIAL SEAL)

My Commission Expires: ___________

EXHIBIT A

PARCEL 1

LOT 2A OF CERTIFICATE OF SURVEY NO. S-0004970, FILED APRIL 30, 2015, LOCATED IN THE S½S½ OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M., CASCADE COUNTY, MONTANA.

DEED REFERENCE: R0439760

PARCEL 2

LOT 1, BLOCK 1, PORTAGE MEADOW RANCH ADDITION TO GREAT FALLS, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

DEED REFERENCE: R0439760

EXHIBIT B

See attached.

BASIS OF DECISION – ANNEXATION

Tract 2A of COS 4970 located in the S1/2 S1/2 of Section 4, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and the adjoining right-of-way of 7th Avenue North.

PRIMARY REVIEW CRITERIA:

The basis of decision on annexation is listed in the Official Code of the City of Great Falls (OCCGF) § 17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of the City Commission shall at a minimum consider the following criteria:

1. The subject property is contiguous to the existing City limits.

The subject property is contiguous to the existing City limits, with previously annexed property present to the west, north, and south of the subject property.

2. The proposed annexation is consistent with the City's growth policy.

The proposed annexation is substantially consistent with the overall intent and purpose of the City of Great Falls 2013 Growth Policy Update. The proposal to annex and assign the zoning of R-10 Mobile Home Park for the proposed property will allow the developer to construct a manufactured home community. Staff find the City's Growth Policy supports the proposed zoning map amendment to facilitate higher density development upon an infill parcel, providing diverse housing options. The proposed project is consistent with several of the Plan's policies including:

<u>Social – Housing</u> (page 134)

Soc1.4.2 Expand the supply of residential opportunities including single-family homes, apartments, manufactured homes, and assisted living facilities.

Soc1.4.3 Support the development of affordable housing in all neighborhoods to ensure geographic dispersal and reduce concentrations of poverty.

Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

<u>Economic – Community Vitality</u> (pages 155-158)

Eco3.7.2 Encourage reinvestment in older neighborhoods and infill housing to support existing services and commercial districts.

Eco3.4.3 Support quality of life investments such as recreation, housing, and amenities that help attract and retain the workforce.

<u>Physical - Land Use</u> (pages 162-166)

Phy4.1.4 Foster the development of safe, walkable neighborhoods with a mix of uses and diversity of housing types.

Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

Phy4.3.1 Support development patterns that optimize existing City utilities and limit the extension of public infrastructure.

In conclusion, the proposed project will enable these policies to be addressed and further the implementation of the Growth Policy.

3. The proposed annexation is consistent with applicable neighborhood plans, if any.
The subject property is in Neighborhood Council #4. There is no adopted neighborhood plan for Neighborhood Council #4, nor any other Council within the City. Neighborhood Council #4 discussed the project at their July 24th and August 28th, 2025, meetings. The Council made the following recommendation:

> *"Neighborhood Council 4 recommends that the City pay special attention to concerns raised by Council 4 residents, particularly traffic congestion, traffic safety at Morningside School, and drainage handling, in continued consideration of the request for annexation and assign R-10 zoning for IX Blessing Mobile Home Park."*

4. The proposed annexation is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.
The subject property is not located within any adopted plan or sub-area planning areas.

5. The City has, or will have, the capacity to provide public services to the subject property.
The City Public Works Department has verified that capacity is adequate to provide public utility services to the subject property. A more detailed description of the various public utility services that will be provided to the development has been outlined in the Agenda Report as well as in the Improvement Agreement. Additionally, the City has the ability to provide public emergency services to the subject property. Lastly, the proposed annexation will result in the construction of 154 manufactured home pad sites that will generate traffic onto the existing City of Great Falls transportation network. The existing transportation network can accommodate the additional traffic generated from the project.

6. The subject property has been or will be improved to City standards.
The proposed annexation will be developed to applicable City standards and requirements detailed in the Improvement Agreement.

7. The owner of the subject property will bear all of the cost of improving the property to City standards and or/ the owner has signed an agreement waiving the right of protest to the creation of a special improvement district created to pay, in whole or in part, any necessary improvement.
An Improvement Agreement for the subject property has been drafted outlining the responsibilities and proportionate shares of costs for various improvements. The Improvement Agreement has been attached to the agenda report. This Improvement Agreement addresses the creation of any special improvement district.

8. The subject property has been or will be surveyed and officially recorded with the County Clerk and Recorder.

The subject property is required to be surveyed and officially recorded with the County Clerk and Recorder as part of the conditions of approval of the project.

9. The City will provide both water and sewer service to each of the uses in the subject property that may require potable water and waste water treatment and disposal.

Public improvements for City water and City sanitary sewer services are required for the project. Timing and obligations are detailed within the Agenda Report as well as in the Improvement Agreement.

10. The subject property is not located in an area the City Commission has designated as unsuitable for annexation.

The subject property is not located in an area the City Commission has designated as unsuitable for annexation.

11. The subject property is not located in another city or town. (See: 7-2-4608 (1), MCA)

The subject property is not located in another city or town.

12. The subject property is not used in whole or in part for agriculture, mining, smelting, refining, transportation, or any other industrial or manufacturing purpose or any purpose incidental thereto. (See: 7-2-4608 (2), MCA)

The subject property is not used for the uses listed above. The tract of land is contiguous to the City limits and is considered a logical infill of the City's urban area.

FINDINGS OF FACT – ZONING MAP AMENDMENT

Lot 1, Block 1 of Portage Meadows Ranch and Tract 2A of COS 4970 located in the S1/2 S1/2 of Section 4, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and the adjoining right-of-way of 7th Avenue North.

PRIMARY REVIEW CRITERIA:
The basis of decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's growth policy.

The proposed zoning map amendment is consistent with the overall intent and purpose of the City of Great Falls 2013 Growth Policy Update. The proposal to amend the zoning of the proposed property from R-3, Single-family High Density to R-10 Mobile Home Park will allow the applicant to construct a proposed manufactured home community consisting of roughly 154 home pad sites. The land use of a manufactured home community is not permitted within the R-3 zoning district, whereas it is permitted by right within the R-10 zoning district. Staff finds the City's Growth Policy supports the proposed zoning map amendment to facilitate higher density development upon an infill parcel, particularly to provide needed housing. The zoning map amendment request is consistent with several of the Plan's policies including:

<u>Social – Housing</u> (page 134)

Soc1.4.2 Expand the supply of residential opportunities including single-family homes, apartments, manufactured homes, and assisted living facilities.

Soc1.4.3 Support the development of affordable housing in all neighborhoods to ensure geographic dispersal and reduce concentrations of poverty.

Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

<u>Economic – Community Vitality</u> (pages 155-158)

Eco3.7.2 Encourage reinvestment in older neighborhoods and infill housing to support existing services and commercial districts.

Eco3.4.3 Support quality of life investments such as recreation, housing, and amenities that help attract and retain the workforce.

<u>Physical - Land Use</u> (pages 162-166)

Phy4.1.4 Foster the development of safe, walkable neighborhoods with a mix of uses and diversity of housing types.

Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

Phy4.3.1 Support development patterns that optimize existing City utilities and limit the extension of public infrastructure.

The proposed zoning map amendment will enable these policies to be addressed and further the implementation of the Growth Policy.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

The subject property is in Neighborhood Council #4. There is no adopted neighborhood plan for Neighborhood Council #4, nor any other Council within the City. Neighborhood Council #4 discussed the project at their July 24th and August 28th, 2025, meetings. The Council made the following recommendation:

> *"Neighborhood Council 4 recommends that the City pay special attention to concerns raised by Council 4 residents, particularly traffic congestion, traffic safety at Morningside School, and drainage handling, in continued consideration of the request for annexation and assign R-10 zoning for IX Blessing Mobile Home Park."*

3. The amendment is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.

The subject property is not located within any adopted plan or sub-area planning areas.

4. The code with the amendment is internally consistent.

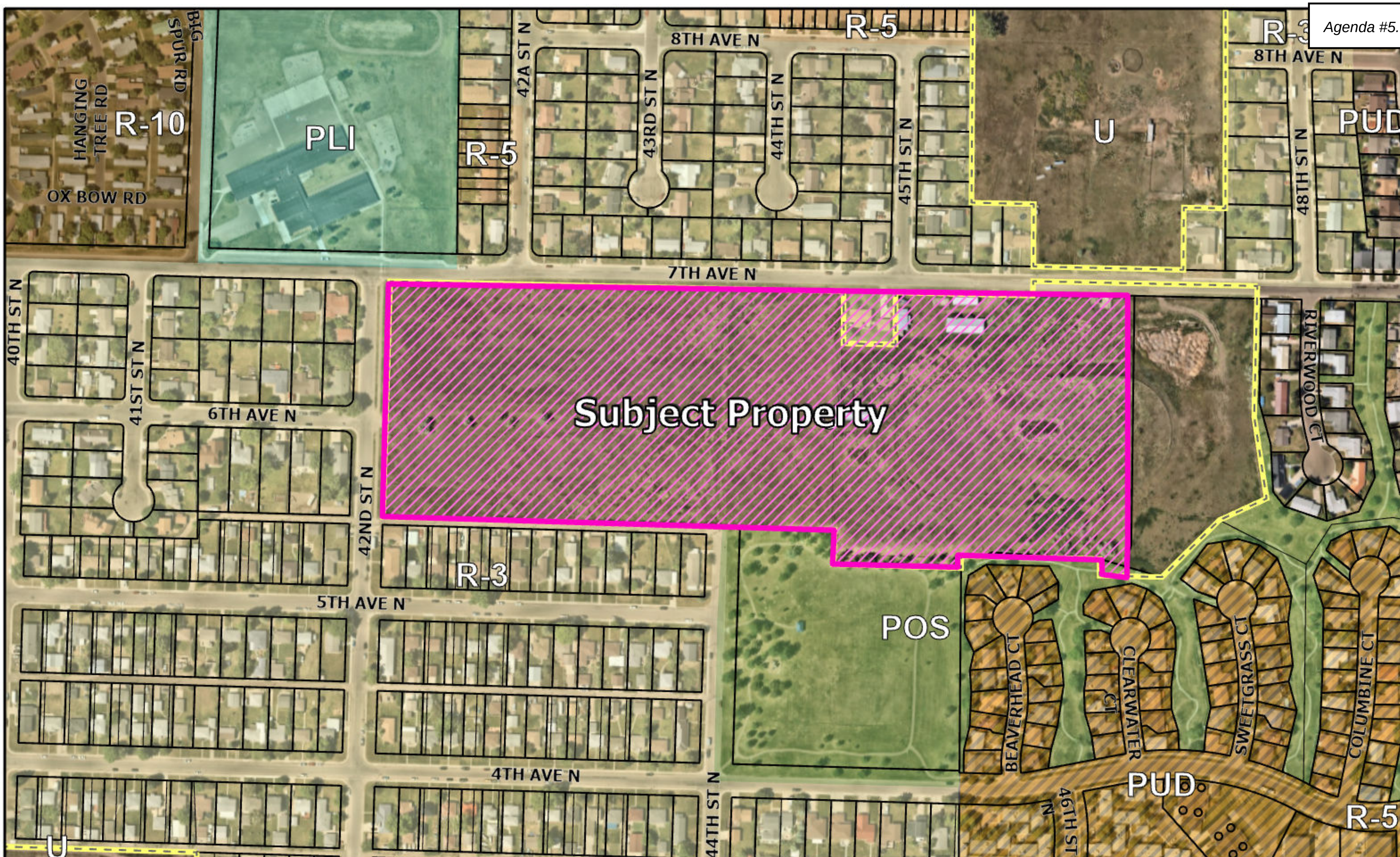
The applicant is required to construct the project in accordance with the requirements of the Improvement Agreement and applicable City codes. As such, the requested zoning map amendment will not be in conflict with any portion of the existing City Code and will be internally consistent. The applicant has requested a deviation from the City standard for the requirement to rotate the units 30 degrees perpendicular. The applicant goes on to state that the development will meet that requirement in most cases but will request relief in regards to end and corner units to ensure the best and most efficient layout of those homes.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

There are no existing public health, safety, or welfare issues that have been identified for this property. The proposed development will require water and sanitary sewer services to be extended from the public utility mains that surround the property. In addition, the proposal will trigger the City's stormwater quantity and stormwater quality requirements. These items will be addressed during building permit review to ensure City requirements are met and safe access is provided within the property and to the surrounding streets. Residents have expressed concern that if the zoning map amendment is adopted, traffic safety impacts will be detrimental to the surrounding area. Staff Traffic Analysis indicates that because potential residential trips will be dispersed in three different directions, the additional traffic generated by the project can be reasonably accommodated by the existing nearby street system and greater transportation network.

6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

The City has the financial and staffing capability to enforce the amendment if it is approved. The zoning map amendment will only affect the subject property, and the project will be developed in a manner consistent with Title 17 of the OCCGF.



Location Map

IX Blessings Mobile Home Court

City Addresses
City Streets
Boulevards
City Limit
Lot Lines
Parcels

0 50 100 200 Feet

1800 River Drive North
Great Falls, MT 59401

TD&H Engineering

406.761.3010
tdhengineering.com

MEMORANDUM

Date:	7/17/2025	**TDH Job No.:**	25-071
To:	Lonnie Hill- City of Great Falls: Deputy Planning Director Mark Juras- City of Great Falls: Development Review Coordinator		
From:	Ryan Buffington, PE		
Subject:	IX Blessing Mobile Home Park Annexation Narrative		

The purpose of this narrative is to describe the proposed use of the property to be annexed and the requested zoning to be established for the proposed IX Blessings Mobile Home Park.

The proposed development will be on two existing lots containing 25.07 acres total located southeast of the intersection of 7^{th} Avenue North and 42^{nd} Street North in Great Falls, Montana. Preliminary design for the Mobile Home Park includes 154 mobile homes, streets, sidewalks, and park space. These features are shown on the Preliminary Site Plan. After construction, the required water and sewer main infrastructure will be owned and maintained by the City of Great Falls. Stormwater infrastructure will be privately owned and maintained.

The properties are currently used as a residential lot and a vacant undeveloped lot that is being used as horse pasture. The proposed zoning will be R-10 and as shown on the Preliminary Site Plan sheet in the Zoning Table, the development will be well below the proposed density requirements and will meet or exceed all other requirements.

Sincerely,

Ryan Buffington, PE
Project Manager
TD&H ENGINEERING

1800 River Drive North
Great Falls, MT 59401

TD&H Engineering

406.761.3010
tdhengineering.com

MEMORANDUM

Date:	7/16/25	**TDH Job No.:**	25-071
To:	Sara Reynolds - Associate City Planner		
From:	Ryan Buffington – TD&H Engineering		
Subject:	Neighborhood Council #4 Meeting Narrative		

Sara,

Our narrative for the NC#4 meeting items are as follows:

1. ADDITIONAL DETAILS ON PARKING
   At a minimum each home will be provided with 2 off-street parking spaces. The development will limit all parking to be off-street as the roadways need to remain clear so that emergency vehicles will have access at all times. There will be additional guest parking spots provided at various locations throughout the development to accommodate visiting guests.

2. PEDESTRIAN CONNECTIVITY
   Pedestrian sidewalks will be provided on both sides of 44th St N as well as along the south side of 7th Ave N to facilitate foot traffic circulation through and along the edge of the proposed development. Foot traffic in the interior of the development will be along the paved roadways and through the grass park areas.

3. LIGHTING
   Street lighting will be incorporated into the development with the installation of large area street lights at critical locations. Individual lamp posts are planned to be installed in front of each home as well for additional local illumination along the roadways.

4. FOUNDATION TYPES
   The proposed home will be placed on and anchored to concrete slabs which will be designed to support the structures that are proposed.

5. INTENDED USE OF OPEN SPACE AND AMENITIES
   The open space /park areas will all be available to residents for use and will include amenities such as a half basketball court, pickleball court, a children's playground, and a gazebo. One are of park land is proposed to be laid out as a fenced in dog

park. The park area along the south edge of the development is proposed to have multiple access pathways installed that will connect to the adjacent Heren Park pathway system for additional access to that park area.

6. REQUESTED DEVIATIONS

The first deviation from City Standards that is being requested will be on the orientation of the homes in relation to the streets as well as on the setbacks on corner or ends units. The requirement to rotate the units 30º from perpendicular limits the number of units that will fit into certain end or corner spaces. In most cases this requirement will be able to be met, but we would like to request the ability to modify the orientation on a case by case basis and it would almost entirely be applied to end and corner units to ensure the best and most efficient layout of those homes.

Another deviation will be to the layout and configuration of the proposed mini traffic circle in the center of the development. The circle was designed taking into account the site constraints such as existing utility pole locations, as well as giving consideration to vehicle circulation, but does not necessarily meet any published standards as requested in the pre-application meeting by City staff. We would like to request for the layout to remain as is

Thanks!

Ryan Buffington, PE
Project Manager
TD&H Engineering

AMENDED PLAT

AMENDING LOT 1 IN BLOCK 1 OF THE PORTAGE MEADOWS RANCH ADDITION TO GREAT FALLS, MONTANA AND TRACT 2A SHOWN ON CERTIFICATE OF SURVEY NUMBER 4970 LOCATED IN THE SOUTH HALF OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN, MONTANA. CREATING LOT 1A AND LOT 2A

LANDOWNER: LORI STEWART

CERTIFICATE OF DEDICATION

I(we), the undersigned property owner(s), do hereby certify that I(we) have caused to surveyed, subdivided, and platted into lots and tracts, the following described tract of land in Cascade County, Montana, to–wit: a tract of land being Tract 2 shown on Certificate of Survey 4970 and Lot 1 in Block 1 of the Portage Meadows Ranch Addition to Great Falls of the Cascade County, Montana records, located in the South half of Section 4, Township 20 North, Range 4 East, Principal Meridian, Montana, and being more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 2A, CERTIFICATE OF SURVEY 4970, SAID POINT BEING ON THE SOUTH RIGHT–OF WAY LINE OF 7TH AVENUE NORTH AND THE EAST RIGHT–OF–WAY LINE OF 42ND STREET NORTH AND THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;
THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT 2A, S88°43'07"E, 793.77 FEET;
THENCE CONTINUING ALONG SAID BOUNDARY, S89°45'07"E 306.30 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, PORTAGE MEADOWS RANCH ADDITION;
THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 1, S88°45'30"E 124.85 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING ON THE NORTH BOUNDARY OF SAID TRACT 2A;
THENCE S88°46'07"E 181.40 FEET;
THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST BOUNDARY OF SAID TRACT 2A;
THENCE S88°46'54"E 386.42 FEET;
THENCE S00°18'48"W 588.78 FEET;
THENCE S16°16'11"W 60.24 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 2A;
THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE SOUTH BOUNDARY OF SAID TRACT 2A;
THENCE N73°52'07"W 66.20 FEET;
THENCE N86°43'07"W 258.00 FEET;
THENCE S71°01'53"W 25.60 FEET;
THENCE N88°41'07"W 335.10 FEET;
THENCE S88°51'07"E 23.20 FEET;
THENCE N02°23'53"E 58.10 FEET;
THENCE S88°24'07"E 1087.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 2A;
THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 2A, N01°38'53"E 565.77 FEET TO THE POINT OF BEGINNING, AND CONTAINS 25.046 ACRES, SUBJECT TO AND TOGETHER WITH ALL APPURTENANT EASEMENTS OF RECORD.

The undersigned hereby certifies that this division of land is not subject to subdivision review pursuant to 76–3–207 (1)(e), MCA, which exempts "divisions made for the purpose of relocating a common boundary line between a single lot within a platted subdivision and adjoining land outsidea platted subdivision. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas."

The undersigned further certifies that Lot 1A and Lot 2A are within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first–class or second–class municipalities for which the governing body certifies, pursuant to 76–4–127, MCA, that adequate storm water drainage and adequate municipal facilities will be provided to said tracts of land; therefore, these tracts of land are exempt from review by the Department of Environmental Quality pursuant to 76–4–125 (1)(d), MCA.

CERTIFICATE OF EXEMPTION (CREATION OF RIGHTS–OF–WAY)

I (We), the undersigned property owner(s), do hereby certify that this division of land is to create a rights–of–way. Therefore this division of land is exempt from subdivision review, pursuant to Section 76–3–201(1)(h) M.C.A., stating "(1) Unless the method of disposition is adopted for the purpose of evading this chapter, the requirements of this chapter may not apply to any division of land that: (h) is created for rights–of–way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter".

Dated this _______ day of __________________, A.D., 202__.

____
LORI STEWART

State of Montana)
: ss
County of Cascade)

On this _______ day of ________________, 202_, before me, _________________________, the undersigned, a Notary Public for the State of Montana, personally appeared, LORI STEWERT, known to me to be the person who executed the Certificate of Consent. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

____________________________________ (Notarial Seal)
Notary Public for the State of Montana
Residing at Great Falls, Montana
My commission expires _______________

CERTIFICATE OF SURVEYOR

I, the undersigned, Richard J. Swan, Professional Land Surveyor, Montana Registration No. 9525LS, do hereby certify that in June 2025, I supervised this survey and platted same as shown on the accompanying Certificate of Survey and as described in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76–3–101 through 76–3–614, M.C.A., and Cascade County.

Dated this _______ day of __________________, A.D., 202__.

____
Richard J. Swan, Montana Reg. No. 9525LS

CERTIFICATE OF COUNTY TREASURER

I, Diane C. Heikkila, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying Certificate of Survey and find that taxes are not delinquent.

Dated this _______ day of __________________, A.D., 202__.

____
County Treasurer, Cascade County, Montana

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

PURPOSE OF SURVEY:
1. TO ADJUST THE COMMON BOUNDARY LINE BETWEEN TRACT 2A, COS #4970 (LORI STEWART), AND LOT 1, PLAT OF PORTAGE MEADOWS RANCH ADDITION (LORI STEWART)
2. TO DEDICATE AN ADDITIONAL 40 FEET TO THE CITY OF GREAT FALLS 7TH AVE N RIGHT–OF–WAY (TRACT 3A).
3. TO CREATE SEVERAL NEW PUBLIC UTILITY EASEMENTS, AND A NEW CITY OF GREAT FALLS ACCESS AND UTILITY EASEMENT.

LOT AREAS:
PARCEL 1: 11.081 ACRES
PARCEL 2: 13.965 ACRES
TOTAL AREA: 25.046 ACRES

EASEMENT NOTES:
1. EASEMENTS OF RECORD MAY EXIST THAT ARE NOT SHOWN ON THIS AMENDED PLAT.

SHEET 1 OF 2

TD&H Engineering
tdhengineering.com

DRAWN BY:	CBB	DATE:	6-13-25	QUALITY CHECK:	X
SURVEYED BY:	JH	JOB NO.	25-071	FIELDBOOK	X

GREAT FALLS-BOZEMAN-KALISPELL-SHELBY — MONTANA
SPOKANE — WASHINGTON
LEWISTON — IDAHO
WATFORD CITY — NORTH DAKOTA

AMENDED PLAT

AMENDING LOT 1 IN BLOCK 1 OF THE PORTAGE MEADOWS RANCH ADDITION TO GREAT FALLS, MONTANA AND TRACT 2A SHOWN ON CERTIFICATE OF SURVEY NUMBER 4970 LOCATED IN THE SOUTH HALF OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN, MONTANA. CREATING LOT 1A AND LOT 2A

LANDOWNER: LORI STEWART

LINE LABEL

LINE #	BEARING	DISTANCE	RECORD DISTANCE	RECORD BEARING
L1	N0°33'53"E	40.00'	R=N0°05'E	40.0'
L2	S1°15'50"W	29.99'	R=S0°41'W	30.0'
L3	S16°16'11"W	60.24'	R=S15°11'W	60.2'
L4	N73°52'07"W	66.20'	R=N74°31'W	66.2'
L5	S71°01'53"W	25.60'	R=S70°23'W	25.6'
L6	S88°51'07"E	23.20'	R=S89°30'E	23.2'
L7	N2°23'53"E	58.10'	R=N1°45'E	58.10'

LEGEND

EXISTING	DESCRIPTION
●	FOUND PROPERTY PIN
○	SET PROPERTY PIN -5/8"X24" REBAR WITH YPC MARKED 9525LS
	PROPERTY LINE
	PREVIOUS PROPERTY LINE
	PROPERTY ADJACENT
	ROAD CENTERLINE
	EXISTING RIGHT OF WAY
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
(R=N1°00'E 565.8')	RECORD BEARING & DISTANCE RECORD BEARING & DISTANCE C.O.S. #4970
(R1=N1°00'E 565.8')	RECORD BEARING & DISTANCE PLAT OF PORTAGE MEADOWS RANCH ADDITION
P.O.B.	TRUE POINT OF BEGINNING

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

PURPOSE OF SURVEY:
1. TO ADJUST THE COMMON BOUNDARY LINE BETWEEN TRACT 2A, COS #4970 (LORI STEWART), AND LOT 1, PLAT OF PORTAGE MEADOWS RANCH ADDITION (LORI STEWART)
2. TO DEDICATE AN ADDITIONAL 40 FEET TO THE CITY OF GREAT FALLS 7TH AVE N RIGHT-OF-WAY (TRACT 3A).
3. TO CREATE SEVERAL NEW PUBLIC UTILITY EASEMENTS, AND NEW CITY OF GREAT FALLS ACCESS AND UTILITY EASEMENTS.

LOT AREAS:

LOT 1A: 11.073 ACRES
LOT 2A: 13.406 ACRES
LOT 3A: 0.567 ACRES

TOTAL AREA: 25.046 ACRES

EASEMENT NOTES:
1. EASEMENTS OF RECORD MAY EXIST THAT ARE NOT SHOWN ON THIS AMENDED PLAT.

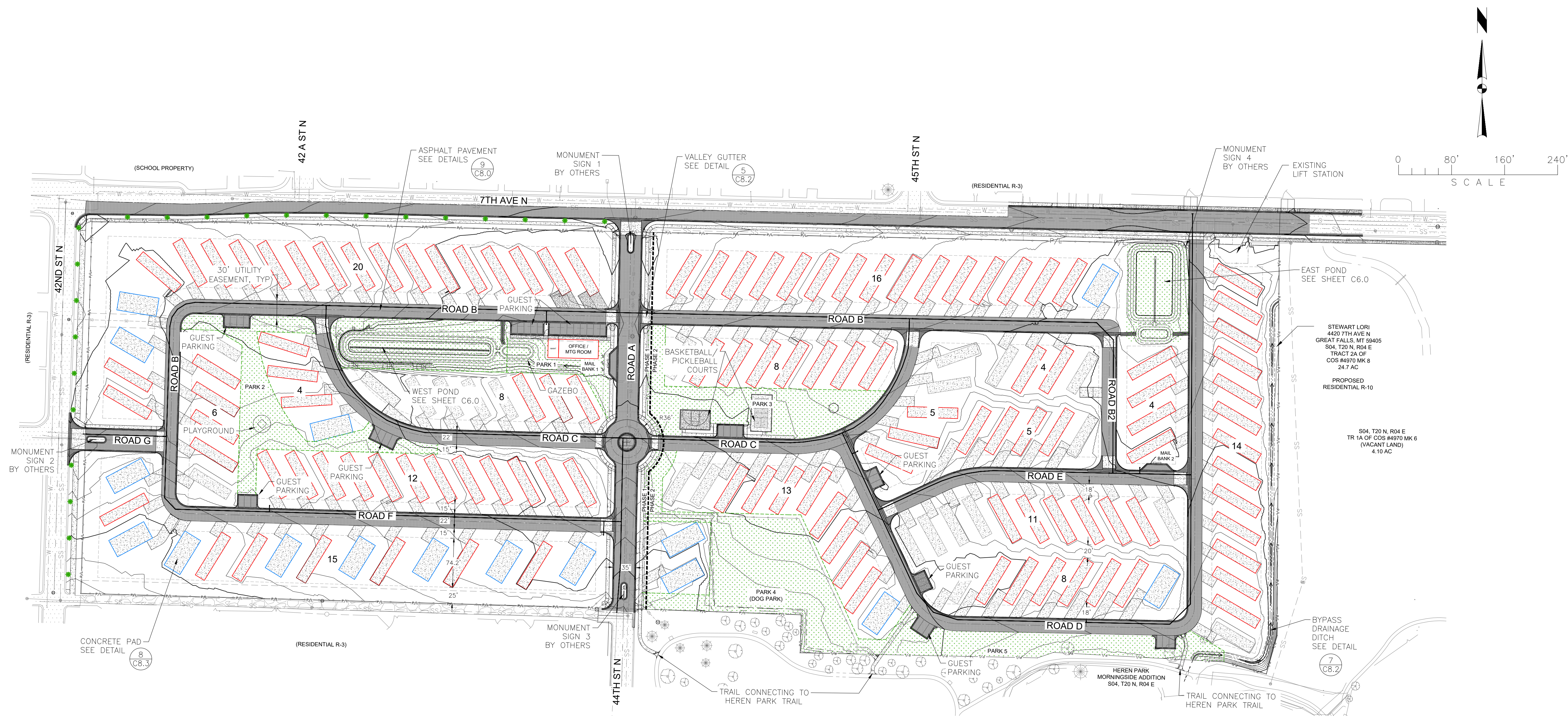
SHEET 2 OF 2

TD&H Engineering	DRAWN BY: CBB	DATE: 9-23-2025	QUALITY CHECK: X
	SURVEYED BY: JH	JOB NO. 25-071	FIELDBOOK X

GREAT FALLS-BOZEMAN-KALISPELL-SHELBY MONTANA
SPOKANE WASHINGTON
LEWISTON IDAHO
WATFORD CITY NORTH DAKOTA

tdhengineering.com

Agenda #5.



SIZE	%	MIN #	ACTUAL
16x76	80%	120	120
16x66	10%	15	18
28x60	10%	15	16
	TOTAL	150	153

LAND USE / DEVELOPMENT STANDARD TABLE

	REQUIRED	PROPOSED
DENSITY	MAX 10 / AC	6 / AC
MOBILE HOME PAD SIZE	MIN 14X70	20X80
SETBACKS (FEET)	MOBILE HOME	ACCESSORY STRUCTURE
FROM THE PROPERTY LINE OF A COLLECTOR STREET OR LOCAL STREET	25	25
FROM A PROPERTY BOUNDARY LINE WHEN NOT A ROW	25	10
BETWEEN MOBILE HOMES	20	N/A
STREET WIDTHS (FEET)		
MINOR (NO PARKING)	20	22
COLLECTOR (NO PARKING)	22	35
WIDTH TO EACH HOME SITE (FEET)	14 MIN	15
RECREATION AREA	10% MIN	10.0%
MAIL DELIVERY AREA	1	2
SOLID WASTE COLLECTION	1	INDIV CANS

BID SET

TD&H Engineering

406.761.3010 • tdhengineering.com

1800 RIVER DR. NO. • GREAT FALLS, MONTANA 59401

DRAWN BY:	RCB
DESIGNED BY:	RCB
QUALITY CHECK:	NCY
DATE:	07/24/2025
JOB NO.	25-071
FIELDBOOK	

REV | DATE | REVISION

IX BLESSINGS AFFORDABLE HOUSING
GREAT FALLS, MONTANA

OVERALL SITE PLAN

25-071 OVERALL SITE.DWG

SHEET C3.0

PRINTED 2025-09-23, BY RYAN BUFFINGTON, I:\2025\GTF\25-071 IX BLESSINGS MOBILE HOME PARK\06_CADD\CIVIL\25-071 OVERALL SITE.DWG

COMMUNITY RULES

The Lariat Community

1. **General Conduct**
    a. Property may be used only as a private residence.
    b. Guests may not stay more than 14 days per year without written approval.
    c. No excessive noise or nuisance.
    d. Follow all laws and ordinances.
    e. No criminal or drug activity will be tolerated and may lead to immediate lease termination at the discretion of the Landlord.
2. **Guest Rules**
    a. Guests may not park RVs, trailers, or campers overnight.
    b. Guests are bound by all community rules; Tenants are responsible for guest conduct.
3. **Pets & Animals**
    a. Pets allowed only with written approval and registration.
    b. Service and assistance animals permitted per ADA, FHA, and Montana Human Rights Act.
4. **Use Restrictions**
    a. No business operations without written approval.
    b. No hazardous or flammable materials except normal household use.
    c. No fireworks, explosives, or weapons.
    d. No swimming pools or trampolines allowed.
5. **Home & Site Standards**
    a. Install and maintain skirting within 15 days of home placement.
    b. Maintain exterior surfaces in good repair.
    c. Accessory structures require written approval and must match home siding and color.
    d. No fences or clotheslines.
    e. No planting or removing trees/shrubs without approval.
    f. Hitches must be removed within 15 days of skirting installation.
    g. Homes must display address/lot number clearly.
6. **Utilities & Services**
    a. Tenants must maintain all utilities in their own name.
    b. Proper winterization and working heat tape required.
    c. Do not run water to prevent freezing.
    d. Do not flush foreign objects; tenant liable for clogs.
    e. No tampering with water meters.
7. **Common Areas**
    a. Use streets, walkways, and facilities at own risk.
    b. Landlord may close areas for maintenance or safety.

   c. Landlord not liable for tenant property in common areas except for negligence.
   d. Speed limit in community is 10 mph.

8. **Community Appearance & Maintenance**
   a. Mow grass weekly in summer and remove snow within 24 hours.
   b. No outside storage of junk, appliances, or car parts.
   c. Store firewood stacked, safe, max 4 feet high, hidden from view, and restore grass.
   d. Tenant responsible for damages caused by themselves, occupants, or guests.
9. **Insurance & Liability**
   a. Maintain homeowners or renters insurance with at least $100,000 liability.
   b. Provide proof of insurance at move-in and renewal.
   c. Landlord not liable for damage by acts of God, third parties, or crime, except for negligence.
10. **Access & Inspections**
   a. Landlord may enter with 24 hours’ notice or immediately in emergencies per Mont. Code Ann. § 70-24-312.
   b. Failure to allow access may result in a $150 fee plus damages.
11. **Signage**
   a. No signs without written approval except as noted.
   b. One 'For Sale' sign allowed, max 11x14, in a window.
   c. Political signs allowed only during legal election periods, must be removed after.
12. **Landscaping & Appearance**
   a. Lawn ornaments, and yard décor must be neat, safe, and approved by Landlord.
   b. Holiday decorations allowed but must be removed within X days after the holiday.
   c. Storage sheds must be painted/stained to match the home within 30 days of placement.
13. **Business Activity**
   a. No yard sales, auto repair, or large in-home businesses.
   b. Small home-based businesses allowed if they don’t generate traffic or nuisance.
14. **Storage**
   a. Storage of fuel, propane tanks, or chemicals limited to certain quantities and locations.
   b. No outdoor refrigerators, freezers, or appliances unless screened.
15. **Safety & Emergency Rules**
   a. Frivolous emergency calls may result in charges.
   b. Store and use gasoline, LP tanks, and flammable materials safely.
   c. Only BBQ grills permitted outdoors, no firepits or wood-burning fireplaces. Grills must be kept a minimum of 10 feet from homes and combustible structures.
   d. No open burning of leaves, trash, or yard waste.
16. **Children & Play Areas. Rules around safe play**
   a. Children must be supervised in common areas.
   b. No playing in streets or parking areas.
17. **Parking and Vehicles**

a. Each home limited to parking in driveways or designated areas.
b. No street parking allowed at any time.
c. Max two cars per lot.
d. All vehicles must be licensed, registered, and operable.
e. No parking on lawns or non-designated areas.
f. No semi-trailers, RVs, boats, or similar without approval.
g. No vehicle repairs in streets; must be safe and attended.
h. Landlord may tow violating or unsafe vehicles at tenant expense.

18. **Miscellaneous Community Standards**
    a. All occupants and ownership changes require written approval.
    b. Abandoned property handled per Montana law.
    c. All Tenants are jointly responsible for compliance.
    d. Heirs or assigns must apply for residency approval.

Enforcement and Penalties

Tenants are responsible for following all Community Rules. If a Tenant, member of Tenant's household, or guest violates these Rules, the Landlord may take any of the following actions:

- Issue a written warning.
- Charge reasonable fees or fines for rule violations.
- Remedy the violation and bill the Tenant for costs.
- Tow or remove vehicles at Tenant's expense if parking or vehicle rules are violated.
- Seek termination of tenancy for repeated or serious violations as allowed by Mont. Code Ann. § 70-24-422.

All costs, charges, or damages assessed under this section are considered additional rent and may be collected or deducted from the security deposit in accordance with Montana law.

Right to Modify Community Rules

These Community Rules are part of the Rental Agreement and may be reasonably modified, amended, or supplemented by Landlord from time to time in accordance with Mont. Code Ann. § 70-24-311. Any modifications will be effective after written notice is delivered to all Tenants.

By signing below, all tenants agree that they have read, understand, and agree to abide by all Community Rules outlined herein.

Tenant Info and Signatures

Signature:				
Print Name:				
Date Signed:				

Landlord Signatures

Signature: ______________________

Print Name: ______________________

Date Signed: ______________________

RESIDENTIAL LEASE AGREEMENT

The Lariat Community

BETWEEN:

(the "Landlord")

- AND-

____

(collectively and individually the "Tenant")

(individually the “Party” and collectively the “Parties”)

NOTICE: THIS AGREEMENT IS SUBJECT TO ALL APPLICABLE PROVISIONS OF THE MONTANA RESIDENTIAL LANDLORD AND TENANT ACT OF 1977, TITLE 70, CHAPTERS 24, 25, 26, MONTANA CODE ANNOTATED.

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. Community and Site Information

1.1. The Landlord agrees to rent to the Tenant the property described as: _______________ ____(the "Property").

1.2. The only person(s) living in the Leased Premises is/are: ___________________________ ____

1.3. Subject to the provisions of this Lease, apart from the Tenant(s) and occupants, no other persons will live in the Property without the prior written permission of the Landlord. Any changes in occupancy will require the written consent of the Landlord.

1.4. The Tenant will use the Property only as a residence.

1.5. No guests of the Tenants may occupy the Property for longer than two weeks within 1 calendar year without the prior written consent of the Landlord.

1.6. Premises

1.6.1. Site site is equipped with the following Electrical Service: ___100 Amps ___200 Amps

1.6.2. Subject to the provisions of this Rental Agreement, Tenant agrees to lease from Landlord the following:

____Site - The home at this location is owned by the occupant

____Site - The home at this location is currently on a rent to own agreement with

____

____Site and Home

2. Term

2.1. The term of the Lease commences on ______________________________ and ends on ______________________________. Upon expiration of this term by default, the lease shall automatically renew on a month-to-month basis.

2.2. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Montana (the "Act").

2.3. If the Tenant terminates the Lease for any reason during the lease term, the Tenant agrees to pay a Lease Termination Fee equal to one month's Rent, $______________. The Tenant must provide the Landlord with 30 days' written notice to terminate the Lease agreement early.

2.3.1. Payments received by the Landlord when there are arrearages shall be credited first, to any outstanding balances or fees, and then applied to the current amount due.

2.3.2. The Tenant agrees to pay the rent when due on time, without demand. All additional fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non-payment of additional rent, the Landlord will have the same rights to proceed against the Tenant for the collection or eviction as if the Tenant defaulted on the rental payment.

2.3.3. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

3. Financials - Rent, Charges, Deposits

3.1. Subject to the provisions of this Lease, the rent for the Property is $_________________ per month (the "Rent").

3.2. Late Fees: The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord.
Money order or certified check mailed to:

The Tenant will be charged an additional amount per infraction:

$_________, 5% of monthly rent for any unpaid Rent or other charges not received 5 days after the due date.

$__________, 5% of monthly rent for any unpaid Rent or other charges not received 19 days after the due date.

$35.00 for all returned payments, returned due to non-sufficient funds or any reason determined by the Tenant's financial institution.

The Tenant has prepaid future rent payments totaling: ____________________

3.3. Conditionals: (a) Tenant shall pay Landlord the following charges in connection with the installation of the Home on the Site or removal of the Home from the Site:

Landlord transporting the Home on or off the Site: $4500

Connecting or disconnecting utility services: $1500

3.4. NOTE: Any charges in this paragraph must reflect actual material and labor costs and shall be filled in or amended as appropriate.

3.5. Tenant agrees to pay the monthly rent, other charges, and monthly municipal permit fees to Landlord in advance of or on the 1st day of each month during the tenancy. Tenant's failure to make full payment of the monthly rent and additional fees by the date set forth shall constitute a breach of this Rental Agreement.

3.6. Payment Methods: Rent must be paid by one of the following methods, unless payment is being remitted by a third-party: automated clearing house (ACH), Paylease (available at Walmart, among other locations) (or a similar program that allows Tenant to provide cash to the program service provider resulting in an electronic payment being made from the program to Landlord), or through the resident portal, for which Tenant has been or will be provided a login by Landlord. In the event all or a portion of rent is being paid by or through any third party as rental assistance, payment must be by certified, cashier’s, or business check or money order and mailed or delivered to the Community or Main office.

3.7. NSF Charges: Any payment by Tenant that is returned due to insufficient funds, or for any other reason, Tenant will be charged a fee of $150.00 per occurrence as stated in the Residential Rental Agreement. If Landlord incurs any other costs or fees as a result of Tenant’s payment being returned due to insufficient funds or for any other reason, Tenant will also be charged the actual cost incurred by Landlord as a result. These fees and costs may be deducted from Tenant’s security deposit.

3.8. Partial Payments: Landlord reserves the right not to accept partial payment of rent, at any time and from any source, and to demand full payment in order for Tenant to stay or become current on Tenant’s payment obligations under this Agreement. Landlord’s decision not to accept partial payment does not constitute a waiver by Landlord of Landlord’s obligation to pay all amounts due under this Agreement.

3.9. Acceptance of Rent: Tenant acknowledges and agrees that if Landlord files for an eviction, the eviction may not be dismissed solely because the Landlord accepts past due rent from Tenant after the termination of the tenancy.

3.10. Security Deposit: $________________ Upon execution of this Rental Agreement, Tenant shall deposit with Landlord the Security Deposit as security for the performance by Tenant of all the terms and conditions of this Rental Agreement. Tenant has seven days after the commencement of the Tenancy to inspect the Premises and notify Landlord of any damages or defects in the Premises which existed before the commencement of the Tenancy. If no notice is given by Tenant within the seven-day period, it shall be presumed that no such damage existed, and that Tenant received the Premises in good order and repair. Landlord, at its option, may withhold from the security deposit amounts permitted under Montana Code Annotated § 70-25-201.

4. Utilities and Services

4.1. Utilities: Tenant agrees to contact the appropriate utility company(s)to place service into the tenant's name. Failure to do so will result in $100 utility administrative fee per bill. Tenant's failure to pay a utility bill for natural gas or electricity which results in the shut off or threatened shut off that utility, Tenant's failure to commence in Tenant's name natural gas or electric utility service, or Tenant causing the natural gas or electric utility service to be taken out of Tenant's name during the term of this Agreement or while Tenant is residing on the Premises shall be sufficient reason for Landlord to (1) charge the utility administrative fee, and (2) terminate the tenancy. In any such event, if Landlord is charged by the utility for any natural gas or electricity to Tenant's Site, Landlord will bill Tenant for all such amounts. Such amounts billed by Landlord to Tenant, including the utility administrative fee, are deemed additional rent and must be made to Landlord within ten (10) days of being billed such amounts or with the next monthly rent payment, whichever is later.

4.2. The below table outlines who is responsible for the payment of the following utilities and other charges in relation to the Property:

Utility	Included in Rent	Charged Separately	Notes/Details
Electricity:			
Natural Gas:			
LP Gas:			
Water:			
Data/Internet:			
Television:			
Pest Control:			
Security Systems:			
Sewer:			

Garbage/Trash:	
Other Service or Utility:	

If no box is checked above, no services are furnished by Landlord and included in the rent.

4.3. Utility Disclaimer

4.3.1. Any increase in charges by a utility provider shall be the responsibility of the Tenant. If a change in utility provider or biller occurs during the term of the Rental Agreement, Tenant agrees to pay the new provider for utility services.

4.3.2. Tenant shall promptly pay for all utility services when due. Any services furnished by Landlord and billed to Tenant shall be paid by Tenant as additional rent with the next payment of monthly rent due after receipt of Landlord's bill. If any services are to be provided by Landlord, then Landlord shall make all reasonable efforts to provide such services, but in no event shall Landlord be liable for damages, nor shall the rent be abated or subject to offset or deduction for temporary failure to furnish or any delay in furnishing any of the services, nor shall the temporary failure to furnish any services be construed as a constructive eviction of Tenant or relieve Tenant from the duty of observing and performing all of the provisions of this Rental Agreement. Landlord shall make all reasonable efforts to promptly restore services to the Site. Landlord shall have the right to transfer the responsibility for services shown provided by Landlord and not included in the rent to a municipal or other utility company, and upon notice of such transfer, Tenant agrees to pay the new provider for such service and Landlord shall thereafter not be responsible for the furnishing of any such service. If Tenant fails to pay any charges when due, Tenant shall be in breach of this Rental Agreement.

4.3.3. Tenant shall be responsible and pay for connecting and/or disconnecting all utilities from the Home to the utility connection points provided by the Community, including the cost of parts needed for connections. All utility connections shall be done in accordance with all applicable codes and industry standards. Tenant shall maintain an adequate amount of protection in cold weather to prevent damage to the water supply lines and any valves and metering equipment that it may contain. Tenant shall be responsible for any damage resulting from Tenant's failure to maintain a reasonable amount of protection.

4.3.4. Tenant shall comply with all present and future laws and regulations regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash ("Recycling Laws"). Tenant shall pay any cost which may be imposed upon Tenant directly as a result of the imposition of or change in any Recycling Laws and if such costs are imposed upon Landlord for the benefit of all of the Tenants of the Community, then Tenant shall pay a proportional share of such costs. Tenant shall also pay all costs, fines, penalties, or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with Recycling Laws or the provisions of this paragraph. Tenant expressly acknowledges that all the costs in connection with Recycling Laws are not included in the rent.

4.3.5. The Site has the electrical service shown on page 1. Tenant acknowledges that changes to electrical service amperage or an increase in water riser size, if requested by Tenant in writing, will be performed at Tenant's expense by Landlord only or by a licensed contractor acceptable to Landlord.

5. Renewal and Holdover

5.1. Prior to the expiration of the Term of this Rental Agreement, Landlord and Tenant may enter into a new rental agreement or an extension of this Rental Agreement. If Landlord intends to change the terms or conditions of tenancy, Landlord shall notify Tenant in writing of such changes at least **30 days** before the effective date of the changes, as required by **Mont. Code Ann. § 70-24-441**. Tenant shall have **14 days** after receipt of the notice to notify Landlord in writing of Tenant's acceptance or rejection of the new rental agreement or extension. If Tenant rejects or fails to respond within that time, this Rental Agreement shall terminate on the last day of the rental term following the expiration of the notice period.If Tenant remains in possession of the Premises after the expiration or other termination of this Rental Agreement without Landlord's consent, Tenant shall be considered a holdover tenant under **Mont. Code Ann. § 70-24-429**. In such case, Landlord may recover possession and may seek damages, including rent at up to **three times the fair rental value** for the period of holdover, in addition to any other damages or remedies allowed by Montana law.

5.2. Notices of Termination of a Rental Agreement for One Year or Exceeding One Year: If the Rental Agreement term on page 1 is for more than one (1) year, then Landlord and Tenant agree that termination of the tenancy shall be governed by the Montana Residential Landlord and Tenant Act of 1977, including, without limitation, Mont. Code Ann. § 70-24-441 (termination and notice requirements for rental agreements with a definite term), § 70-24-422 (termination of periodic tenancies), and § 70-24-429 (landlord remedies for holdover and wrongful possession). Nothing in this Lease shall limit either party's rights to terminate the tenancy under any other applicable provision of Montana law, including for nonpayment of rent, material noncompliance, or other statutory grounds.

6. Uses, Ordinances, and Installations

6.1. Allowed Use & Guests

6.1.1. The Site shall be used only for the placement of the Home and for a private residence in the Home for all named Tenants and all named minor dependents of Tenant as set forth on Tenant's application and this Rental Agreement.

6.1.2. Any person other than listed on the Rental Agreement shall be considered a guest. Without the Landlord’s written consent, any guest's stay shall not exceed a total of fourteen days within any twelve-month period commencing with the first day of the guest’s presence. If Landlord grants written permission to extend the stay beyond fourteen days, Tenant shall pay to Landlord as additional rent $25.00 per day that the guest resides on the Site. Tenant shall be responsible for the acts of Tenant's other occupants and guests. Landlord shall have sole discretion to determine when a stay has exceeded fourteen days. Any person who is a guest and seeks to stay for more than fourteen days must be screened by Landlord using Landlord’s standard procedures. Any guest who does not meet screening criteria must vacate.

6.2. Ordinances & Disallowed Uses

6.2.1. Tenant shall not use or permit the use of the Site for (1) any business enterprise including daycare unless authorized in writing by Landlord, (2) any unlawful purpose, or (3) any purpose that will adversely affect the reputation of the Landlord, the Community, or its residents. Nothing in this section authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the rental property if the Tenant, or someone who lawfully resides with the Tenant, is the victim, as defined by Montana Code Annotated § 46-18-243, of that crime.

6.2.2. Tenant shall not use or keep in, on, or about the Site anything which would adversely affect insurance coverage of the Home or the Community.

6.2.3. Tenant shall not make excessive noise or engage in activities that unduly disturb neighbors or other Tenants within the Community. Tenant shall not interfere with the Landlord’s or other Tenant’s right to the use and quiet enjoyment of the Property or create a nuisance. Nothing in this section authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the rental property if the Tenant, or a person who lawfully resides with the Tenant, is the victim of that crime, as defined in Mont. Code Ann. § 46-18-243(2) and § 46-24-106(5).

6.2.4. Tenant shall not keep in or about the Site any pet unless specifically approved in writing by Landlord and registered with the Community management. Landlord will administer this paragraph in conformance with Tenant’s rights under the Americans with Disabilities Act, the federal Fair Housing Act, and the Montana Human Rights Act (Mont. Code Ann. Title 49, Chapter 2), which together prohibit housing discrimination and require reasonable accommodation for service animals and assistance animals.

6.2.5. Tenant shall in every respect comply with the ordinances of the municipality in which the Site is located and shall obey all lawful orders, rules, and regulations of all governmental authorities. Tenant shall be responsible for any fines or other charges imposed on the manufactured home community or imposed by any level of government as a result of the Tenant’s actions or inactions.

6.3. Fixtures and Accessory Buildings

6.3.1. Tenant shall not attach or affix anything to the exterior of the Home or construct any accessory structure on the Site, including any garage, shed, broadcast antenna greater than twelve feet high, satellite dish with a diameter greater than one-meter, solar panel or wind turbine, exterior wood burning furnace or similar heating source, or other device without the prior written consent of Landlord. If Landlord consents, work shall be done in accordance with all applicable codes and regulations. Tenant shall not make any change to the exterior color of the Home or to any accessory structure on the Site without the prior written consent of Landlord. Tenant acknowledges that most construction requires a building permit. Tenant will obtain all required permits. The Site as described ends at the roof line. The Rental Agreement does not include an easement for light or solar access as this matter is specifically reserved by Landlord.

6.3.2. Any accessory building that is not affixed to the ground is considered personal property and Tenant shall remove the accessory building upon removal of the Home unless there is a separate agreement to the contrary. If the accessory building is affixed to the ground, it is considered a fixture and shall not be removed and becomes property of Landlord when Tenant vacates.

6.4. Installation of Home

6.4.1. Tenant shall, within 15 days after the installation of the Home on the Site, install a "skirt" around the full perimeter of the Home which shall be first approved by Landlord. Skirting around the Home shall be properly maintained by Tenant during the entire Rental Agreement term in accordance with the standards at the time of original installation.

6.4.2. Home shall be installed by a licensed and insured installer to applicable state standards.

6.4.3. Except as otherwise stated in this paragraph, Tenant shall not cause or permit any flammable or explosive material, oil, radioactive material or hazardous or toxic waste or substance to be brought upon, used, stored, or dumped on the Site or the Community. Tenant shall be responsible for any required repair, clean-up or detoxification of the Site caused by Tenant and shall indemnify Landlord from any liability, claim or expense. Proper use and storage of gasoline, gas cans, oil, lighter fluid, other flammables, or LP tanks is required. The foregoing covenant and indemnity shall survive the termination of this Rental Agreement.

6.5. Trees, Shrubs, and Other Foliage: Upon the termination of this Rental Agreement, all trees, shrubs, and plants placed upon the Site by Tenant and all additions and improvements to the Site by Tenant shall remain upon the Site and shall be the property of Landlord unless there is a separate written agreement to the contrary.

6.6. Ownership and Residency: The Rental Agreement is predicated upon an agreement between Landlord and Tenant(s) regarding who owns and occupies the home; therefore, Tenant shall not either intentionally or unintentionally alter or change the identity of or increase or decrease the number of occupant(s) and/or owners of the Home from those who were listed on the initial or any subsequent Rental Agreement. Written approval of Landlord is needed prior to any change in ownership or occupancy of the Home.

7. Application

7.1. Tenant attests that all representations made in the application for this Rental Agreement are incorporated into this Rental Agreement and made a part of it. Tenant represents and warrants that all information contained in the application is true and understands that this information was given as an inducement for Landlord to enter into this Rental Agreement and therefore constitutes a material covenant. If any information contained in the application for rental is not true, correct, and complete, Tenant shall be in breach of this Rental Agreement and Landlord shall have the right to terminate this Rental Agreement and evict Tenant.

8. Condition and Repairs

8.1. Pursuant to Mont. Code Ann. § 70-24-303(1)(b), before entering into this Rental Agreement or accepting any security deposit or rent, Landlord shall disclose to Tenant in writing any known building code or housing code violation that affects the dwelling unit or the premises, that presents a significant threat to the health or safety of the prospective tenant, and that has not been remedied.

8.1.1. The Landlord has actual knowledge of the violation.

8.1.2. The violation affects the dwelling unit that is the subject of the prospective rental agreement or a common area of the premises.

8.1.3. The violation presents a significant threat to the prospective tenant's health or safety.

8.1.4. The violation has not been corrected.

8.2. Maintenance and Repair

8.2.1. Tenant shall at all times during the Rental Agreement Term keep the Home and any other improvements on the Site in good condition and repair including regular mowing and snow removal. Tenant shall keep the Home leveled (including re-leveling, should the need arise during Tenant's tenancy, due to the action/inaction of Tenant or any of Tenant's guests or invitees) and all exterior surfaces well maintained.

8.2.2. Any broken windows shall be immediately repaired.

8.2.3. Tenant shall keep the Home and Site in clean and tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Site or the Community.

8.2.4. Tenant must maintain utility services by staying current with utility payments and the maintenance of the utility infrastructure of the Home.

9. Common Areas

9.1. Closings and Discontinuance: Landlord may at any time, give a 24-hour notice to close any of the private streets and walkways of the Community or any part of the Community to make repairs or changes, to prevent the acquisition of public rights in such area, to discourage non-resident parking, or for any other reason. Tenant acknowledges that the areas and facilities of the Community which are available from time to time for the common use of all tenants of the Community are being made available on a gratuitous basis and are not part of the Premises leased and the right to use these areas and facilities may be discontinued by Landlord at any time in its sole discretion, and discontinuance shall not be a default by Landlord under this Rental Agreement and shall have no effect on the rent to be paid or other obligations of the Tenant.

9.2. Acknowledgement

9.2.1. Landlord shall not be responsible for any loss or damage to Tenant's property in common areas or facilities or to any other person using them, except if the damage or injury is caused by the negligent acts or omissions of Landlord.

9.2.2. Tenant using common areas and facilities does so at Tenant's own risk.

10. Rules and Regulations

10.1. Tenant shall observe and comply with the rules and regulations attached to this Rental Agreement. Tenant acknowledges that he or she has been furnished a copy of this Rental Agreement and the rules and regulations to inspect before paying any earnest money or security deposit or executing this Rental Agreement and further acknowledges receipt of a copy of this Rental Agreement and rules and regulations.

10.2. Landlord reserves the right to add to or amend the rules and regulations after giving Tenants 28 days advance written notice of any changes.

10.3. Should Tenant neglect or fail to perform and observe any of the rules and regulations, Tenant will be in breach of this Rental Agreement.

10.4. In the event of a conflict between this Rental Agreement and the rules and regulations, the provisions of this Rental Agreement will control.

11. Additional Charges

11.1. Acknowledgement: Tenant shall pay Landlord the charges set forth in this section as additional rent and within 10 days after Landlord's billing. Tenant's failure to pay any of the following charges shall be a breach of this Rental Agreement.

11.2. Municipal Tax

11.2.1. On or before the date when Tenant is required to pay the monthly rent, Tenant shall pay the monthly municipal permit fee designated herein and any personal property tax or any other tax and/or assessment imposed by any governmental agency or political subdivision for the right to use the Site for the siting of a manufactured/mobile home.

11.2.2. Landlord shall notify Tenant in writing of any change in fees or taxes and Tenant shall adjust payments accordingly; such adjustments will be made when changed by the municipality or other government agency, regardless of when in the lease term such changes.

11.3. Maintenance

11.3.1. If required maintenance is not performed by the Tenant, Landlord may, but shall have no obligation to, perform maintenance and Tenant shall pay Landlord the following maintenance charges:

Snow Removal: $100 per occurrence

Lawn Care: $100 per occurrence

11.4. Debris Removal: If Tenant leaves garbage or trash in Home, on Site, or in common areas which is not designated for the deposit of garbage or trash, Tenant will be charged a fee of $250.00 plus disposal costs accrued by Landlord to remove the garbage or trash. These fees and costs may be deducted from Tenant’s security deposit.

11.5. Tree Trimming: Any and all trimming of trees, limbs, and branches that are deemed owned by Landlord shall not be cut, trimmed, or removed without express written permission from Landlord. Not following this procedure may result in legal action against Tenant for destruction of property.

11.6. Miscellaneous Fees: Tenant shall pay Landlord the following miscellaneous charges:

Home inspection fee: $75 per occurrence

11.7. Emergency Services - Incurred Costs and Fees

11.7.1. Tenant shall pay for any charges or fines levied on Landlord for frivolous or unnecessary calls to police, fire or other services that are attributable to Tenant(s), Tenant’s occupants, guests, or invitees.

11.7.2. Nothing in this section authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the rental property if the Tenant, or someone who lawfully resides with the Tenant, is the victim, as defined by Montana Code Annotated § 46-18-243, of that crime.

12. Assignment and Subletting

12.1. Tenant shall not assign this Rental Agreement or sublet the Premises or any part thereof or permit any part of the Premises to be used or occupied by anyone other than those persons listed as a Tenant or Occupant.

13. Transfer or Removal of Home

13.1. Prior to Transfer or Removal of Home, Tenant Shall Comply with All of the Following Provisions:

13.1.1. Tenant must provide Landlord the opportunity to inspect the Home before the sale. Landlord’s inspection is for purposes of compliance with habitability and community standards and in no way creates any warranty or expectation of home performance. If Landlord suspects issues of habitability, Landlord may require further inspection by a third party. All required repairs must be completed by Tenant at least 10 days prior to the sale of the Home. In the event any repair is unsatisfactory, Landlord reserves the right to require that the work be done by a qualified contractor. A copy of the inspection report shall be made available to any buyer by Tenant.

13.1.2. Tenant acknowledges that a buyer cannot occupy the Home on the Site before buyer completes and submits to Landlord and Landlord approves their application for rental and enters into a rental agreement. Tenant acknowledges that Landlord has the right to screen any prospective buyers. Tenant acknowledges that any disapproval of the buyer’s application by Landlord is based on screening criteria of the Landlord and not because there has been a change in ownership of the Home or the age of the Home.

13.1.3. No rent to own or similar transactions which result in the seller retaining title to the Home while not occupying the Home or while not in a valid rental agreement with Landlord are permitted.

13.1.4. Any transporter of the home must provide proof of insurance acceptable to Landlord and any other reasonable requirements of Landlord.

14. Insurance and Liability of Tenant

14.1. Use of Premises and Liability Acknowledgement: Tenant's use of the Premises shall be at Tenant's sole risk and Tenant acknowledges that it is the responsibility of Tenant to obtain personal property, personal liability, accident, and other insurance coverage adequate to protect Tenant and Tenant's personal property and to cover living expenses in the event Tenant is unable to live in the Home on the Site.

14.2. Insurance Requirements

14.2.1. Tenant Owned Home: If the Home is owned by Tenant, Tenant shall be responsible for insuring the Home with a homeowner's policy. The policy must have at least $100,000 (one- hundred-thousand-dollars) in liability coverage.

14.2.2. Rental Home: If the Home is rented or on a rent-to-own contract with landlord by Tenant, Tenant shall be responsible for providing renters insurance for the unit. The policy must have at least $100,000 (one- hundred-thousand-dollars) in liability coverage.

14.3. Damages to Site and Community

14.3.1. Tenant shall be liable for all damage to the Site and the Community caused by Tenant, Tenant's other occupants, guests and invitees and shall pay for all repairs necessitated by same.

14.3.2. Nothing in this section authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the rental property if the Tenant, or someone who lawfully resides with the Tenant, is the victim, as defined by Montana Code Annotated § 46-18-243, of that crime.

14.4. Proof of Insurance

14.4.1. Tenant will provide Landlord with a certificate of insurance for Tenant's homeowner's or renter's insurance (whichever applies) upon every lease renewal. Tenant will not allow such policy to expire during the lease term. Failure to obtain and maintain a policy will be treated as a material breach of this Agreement.

14.4.2. Tenant shall provide proof of homeowner's OR renter's insurance with the required limited liability addition within 30 (thirty) days of the signing of this Agreement and addendum.

14.4.3. Failure to provide proof of insurance as required above may result in Landlord obtaining liability insurance on Tenant's Home The fee for this coverage will be $ 15.00 (fifteen dollars) per month comprised of a $10.50 liability insurance cost and a $4.50 administrative fee. The fee will be added to Tenant's ledger and will be due monthly with regular rent. Once required insurance is provided to landlord, landlord will remove this recurring monthly fee. This liability coverage provided by Landlord under this subparagraph does not cover any of Tenant's personal property, belongings, or claims for personal injury made by the tenant.

15. Non-Liability of Landlord

15.1. Landlord, Excerpt for it's Negligent Acts or Omissions, Shall not be Liable for Injury, Loss, or Damage which Tenant may Sustain from the Following

15.1.1. Landlord, except for its negligent acts or omissions, shall not be liable for injury, loss, or damage which Tenant may sustain from the following:

15.1.1.1. (a) theft, burglary, or other criminal acts committed by a third party in or about the Premises, (b) delay or interruption in any service from any cause, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source, (d) injury or damages caused by bursting or leaking pipes or back-up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, and/or equipment unless Landlord was provided with prior written notice of the problem by Tenant.

15.1.1.2. Tenant holds Landlord harmless from any claims or damages resulting from the acts or omissions of the Tenant, Tenant's occupants, Tenant's guests, or invitees.

15.2. Acts of God

15.2.1. Non-liability of landlord includes "acts of god", damnum fatale is a natural hazard outside of human control. Any such damages to the resident's property, home, car etc. shall be handled by the residents' homeowners or renters' insurance policy.

15.2.2. Landlord does assume responsibility or accept independent contractors' bills forwarded for removal or damages resulting from an act of god or unforeseen event out of human control.

16. Entry by Landlord

16.1. Landlord may enter the Premises, with or without Tenant's consent, at reasonable times upon 12-hour notice to inspect the premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations.

16.2. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises from damage.

16.3. Landlord and/or utility providers may access the site, without advance notice, for reading or inspecting utility meters, or making repairs to equipment not owned by Tenant.

16.4. Improper denial of access to the Premises is a breach of this Rental Agreement.

16.5. Pursuant to Mont. Code Ann. § 70-24-312, Landlord may enter the Premises at reasonable times after providing at least 24 hours' notice, or without notice in case of emergency. If Tenant fails to permit access to the Premises (site or, if rental home, site and home) after such notice is properly given, Tenant will be charged a fee of $150.00 for each occurrence and may be subject to termination of tenancy as provided under Mont. Code Ann. § 70-24-422(1)(a) (material noncompliance with the rental agreement). Tenant will also be charged for any damages and/or costs incurred by Landlord as a result of Tenant's failure to allow access to the Premises. These fees and costs may be deducted from Tenant's security deposit in accordance with Mont. Code Ann. §§ 70-25-201 and 70-25-202.

17. Notices & Waivers: Abandonment; Criminal Activity; and Domestic Abuse Protections

17.1. Waiver

17.1.1. It is expressly agreed by the parties, that after the service of notice or the filing of an eviction, or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment of rent shall not waive or affect the notice, suit or judgment.

17.1.2. Waiver of a breach of any term, condition, or covenant of this Rental Agreement by either party shall be limited to the particular instance and shall not be deemed to waive past or future breaches of the same or other terms, conditions or covenants.

17.1.3. Vacating or abandoning the Premises does not relieve Tenant of the obligation to pay any amounts due under this Rental Agreement or any amounts which may become due under this Rental Agreement.

17.2. Property Left Behind

17.2.1. If Tenant is evicted from the Premises, vacates the Premises upon termination of this Agreement or upon agreement with Landlord, or removes from the Premises under any circumstances which are not the foregoing for a period of three weeks or longer, and leaves personal property at the Premises, Landlord may presume that the Tenant has abandoned the property and may dispose of the property in any manner that the Landlord, in its sole discretion, determines is appropriate.

17.2.2. Landlord will not store personal property left behind except prescription medication and medical equipment, which will be stored for 7 days from the date of discovery and which Landlord will give to Tenant upon demand within such 7 days.

17.2.3. No notice will be provided for abandoned personal property, except if the abandoned property is a manufactured/mobile home or titled vehicle, in which case Landlord will, prior to disposal, give Tenant and any secured party of which Landlord has actual notice, written notice of intent to dispose of the manufactured/mobile home and/or titled vehicle, by regular or certified mail addressed to the person’s last-known address.

17.2.4. If Tenant leaves behind any personal property, including Home, after vacating or if Tenant’s personal property is removed by the Sheriff and/or a moving company pursuant to an eviction, Tenant will be charged the actual costs incurred by Landlord to remove and/or dispose of Tenant’s personal property. These costs may be deducted from Tenant’s security deposit.

17.3. Criminal Activity Prohibited

17.3.1. Tenant, any member of Tenant's household, guest, or invitee shall not engage in, or allow others to engage in, any criminal activity, including drug-related criminal activity, in the Premises or on the Property.

17.3.2. Pursuant to Mont. Code Ann. § 70-24-321(2) and § 70-24-422(1)(b), Landlord may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, by delivering written notice requiring Tenant to vacate on or before a date at least three (3) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant engages in any of the following:

17.3.2.1. criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the Premises by, other tenants;

17.3.2.2. criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the Premises;

17.3.2.3. criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord; or

17.3.2.4. drug-related criminal activity, including the manufacture, sale, or distribution of a controlled substance, on or near the Premises.

17.3.3. This section does not apply to a Tenant who is the victim of the criminal activity, as defined in Mont. Code Ann. § 46-18-243(2) and § 46-24-106(5). It is not necessary that there be an arrest or conviction for Landlord to exercise rights under this section. Nothing in this Lease authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the rental property if the Tenant, or someone who lawfully resides with the Tenant, is the victim of that crime.

17.4. Notice of Domestic Abuse Protections

17.4.1. As provided in Mont. Code Ann. § 70-24-321(2)(b) and § 70-24-428, a Tenant may not be evicted solely because the Tenant, or a person who lawfully resides with the Tenant, is the victim of domestic abuse, sexual assault, or stalking, when the eviction action is based on conduct related to that abuse or assault and committed by another person.

17.4.2. If the perpetrator was not the Tenant's invited guest, or if the perpetrator was an invited guest but the Tenant has either:

17.4.2.1. Obtained a court order of protection, no-contact order, or similar injunction barring the person from the Premises; or

17.4.2.2. Provided a written statement to the Landlord stating that the person will no longer be an invited guest and has not subsequently invited the person back,

17.4.3. Then the Tenant may assert these facts as a defense to an eviction action.

17.4.4. In addition, under Mont. Code Ann. § 70-24-427(3), a Tenant who is the victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations upon providing written notice and appropriate documentation, including a protective order or police report.

17.4.5. If the Tenant has safety concerns, the Tenant should contact a local victim services provider or law enforcement agency.

17.4.6. This notice is intended as a summary of Tenant rights; the specific language of the Montana statutes governs in all instances.

18. Miscellaneous

18.1. If the Home was purchased from Landlord or an affiliate of Landlord, Tenant acknowledges receipt of a copy of this Rental Agreement and rules and regulations prior to signing a purchase contract for purchase of the Home.

18.2. Tenant agrees to vacate the Premises at the end of the Term or any extension and promptly vacate the Site, including removal of Home if owned by Tenant.

18.3. If Tenant is more than one individual, then all such individuals shall be jointly and severally liable for the full amount of any payments due under this Rental Agreement and the performance of all obligations set forth in this Rental Agreement.

18.4. Any heir, executor, administrator or assign cannot occupy the Home or Site without submitting an application for rental, being approved by the Landlord and entering into a rental agreement. Should a Tenant die, the Rental Agreement will terminate on the earlier of 60 days after Landlord receives notice, is advised or otherwise becomes aware of Tenant's death or, the expiration of the term of the Rental Agreement. Any other adult Tenant under the Rental Agreement remain bound by this Rental Agreement.

18.5. If a co-signer is an additional signee, Tenant agrees that any renewal of this Rental Agreement is subject to continuation of the co-signer or substantiation by Tenant of Tenant's ability to pay without such co-signer to the satisfaction of Landlord.

18.6. Tenant at all times shall keep Landlord apprised of working telephone number(s).

18.7. All vehicles on the Premise shall be drivable and have a current vehicle registration. No vehicle can be used for storage.

18.8. In accordance with the Montana Uniform Electronic Transactions Act (Mont. Code Ann. Title 30, Chapter 18, Part 1), Landlord and Tenant agree that documents related to this Lease may be delivered by electronic means, including but not limited to email, provided that the Tenant has supplied Landlord with a valid email address. Documents that may be delivered electronically include: the rental agreement and any amendments, notices and disclosures required under the Montana Residential Landlord and Tenant Act (Title 70, Chapter 24, MCA), any accounting or refund of the security deposit, written promises to repair or improve the Premises, and notices of entry required under Mont. Code Ann. § 70-24-312. Electronic delivery to the email address provided by the Tenant shall be deemed effective upon transmission, unless the Tenant has previously withdrawn consent to electronic delivery by written notice to the Landlord.

18.9. Severability of Rental Agreement Provisions: The provisions of this rental agreement are severable. If any provision of this rental agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.

18.10. No provision in this Rental Agreement authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the rental property if the Tenant, or someone who lawfully resides with the Tenant, is the victim of that crime, as defined in Mont. Code Ann. § 46-18-243(2) and § 46-24-106(5).

18.11. Tenant may obtain information about the Montana Sexual or Violent Offender Registry and persons registered with the registry by contacting the Montana Department of Justice, Sexual or Violent Offender Registration Unit at (406) 444-7068 or by visiting the Department's website at https://app.doj.mt.gov/svor.

19. Governing Law

19.1. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Montana. Further, the parties agree, if there is a lawsuit, that jurisdiction and venue shall be in the county in which the real property, subject of this Agreement, is located.

20. Severability

20.1. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

20.2. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

21. Joint and Several Liability

21.1. It is expressly understood that this Agreement is between the Landlord and each Tenant jointly and severally. Each Tenant will be responsible for timely payment of rent and liable for each other's acts, omissions and liabilities pursuant to this Lease.

22. Arbitration of Disputes

22.1. Any dispute, claim, or controversy arising out of or relating to this Lease, the Premises, or the tenancy, including but not limited to claims for breach of contract, negligence, or other torts, shall be resolved by binding arbitration conducted in accordance with the Montana Uniform Arbitration Act (Mont. Code Ann. Title 27, Chapter 5). The arbitration shall be administered by a mutually agreed-upon neutral arbitrator, or if the parties cannot agree, by an arbitrator appointed under Montana law.

22.2. The arbitration shall take place in the county where the Premises are located unless the parties agree otherwise. Each party shall bear its own attorney's fees and costs, except as otherwise provided in this Lease or by applicable law. The arbitrator shall have authority to award all remedies available at law or in equity.

22.3. Notwithstanding the foregoing, nothing in this Lease prevents Landlord from bringing an action for possession (eviction) or for collection of rent or other amounts due under this Lease in a court of competent jurisdiction.

22.4. The parties acknowledge and agree that by entering into this Lease, they are waiving their right to a jury trial for disputes covered by this arbitration provision.

22.5. In any action brought by the Tenant or Landlord to enforce any of the terms of this Agreement, the prevailing party in such action may be entitled to such reasonable attorney or arbitration fees and costs as the court or arbitrator shall determine just.

23. Privacy Policy

23.1. Non-Public Information

23.1.1. Landlord collects non-public personal information about Tenant from the following sources:

23.1.1.1. Information Landlord receives from Tenant on his or her application for rental or other forms;

23.1.1.2. Information about Tenant's transactions with Landlord, or affiliates or others

23.1.1.3. Information Landlord receives from a consumer reporting agency.

23.1.2. Landlord does not disclose any nonpublic personal information about Tenant or former tenants to anyone except as permitted by law or by Tenant.

23.1.3. Landlord restricts access to non-public personal information about Tenant and former tenants to those employees who need to know that information to provide products or services to Tenant.

23.1.4. Landlord maintains physical, electronic and procedural safeguards that comply with federal standards to guard Tenant's non-public personal information.

23.2. Utility Account Information: Tenant consents to Landlord obtaining utility account information, including any past due bills which Landlord may become responsible.

24. Megan's Law Disclosure

24.1. Pursuant to the provisions of the Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information, please contact the local County Sheriff's office, the Montana Department of Justice in Helena, Montana, and/or the probation officers assigned to the area.

25. Animal Agreement

25.1. The Animal Agreement as detailed below is part of your Residential Rental Agreement.

25.2. Check One

25.2.1. _____I do not have any pets/animals of any kind living with me in my home or on my lot.

25.2.2. _____I have the below identified animal(s). By signing below, tenant(s) are agreement to and understand the following:

25.2.2.1. Tenant agrees to keep the animal under control at all times.

25.2.2.2. Tenant agrees to clean up immediately after the animal and to dispose of any and all waste properly and immediately.

25.2.2.3. Tenant agrees not to leave the animal unattended in the rental home and/or site for unreasonable periods of time.

25.2.2.4. Tenant agrees not to leave the animal unattended in common areas.

25.2.2.5. Tenant understands that tenant is responsible for the behavior of the animal at all times.

25.2.2.6. Tenant agrees to comply with any and all municipal and county ordinances as well as state laws applicable to the animal including, but not limited to, licensing and immunizations.

25.2.2.7. Tenant understands that Landlord may terminate Tenant's tenancy as permitted by law if the animal causes a direct threat to others, causes physical harm to the property, and/or interferes with other tenants' right to the quiet use and enjoyment of the premises.

25.2.2.8. Tenant understands that this Animal Agreement includes, but is not limited to, pets, Service Animals, Assistance Animals and Emotional Support Animals.

25.2.2.9. Tenant understands that this Animal Agreement only applies to the animal listed below and that no other animal may be substituted for the animal listed below without prior written authorization of the Landlord.

25.2.3. No additional animals are allowed to be kept on or about the property without the revocable written permission of the Landlord. Landlord may revoke privilege of any animals upon thirty (30) days' notice.

Name	Type	Breed	Color	Weight lb	Sex	Age	Neutered

25.3. For Service Animals, Assistance Animals and Emotional Support Animals: In the case of injury, sickness, death, or any other reason for which Tenant, whom animal is prescribed to, is unable to care for the animal, Tenant appoints the following person(s) to remove and care for the assistance animal:

Name: ________________________ Phone Number: ____________________

26. General Site Regulations

26.1. Site Up-Keep: Tenant is responsible for lawn care and shoveling of paved areas within the boundaries of the Site. Tenant is responsible for mowing and trimming of the grass on the Site a minimum of once per week during summer months. Snow shoveling shall be completed in a timely manner which means within 24 hours following a snowfall.

26.2. Outside storage of building materials, appliances, car parts, tires, and other junk, debris, or excessive items is not permitted. If, in Community Management's discretion, Tenant is keeping or storing items on the site that are not permitted, Tenant will be given written notice to remove or properly store items. If such notice is not complied with, Tenant may be given a 5-day notice to cure or vacate.

26.3. Trees and shrubs may damage community utilities or prevent free movement of homes in and out of the community. Therefore, trees and shrubs may only be planted with prior written consent of the Landlord. Tenant's Rental Agreement also prohibits Tenant from removing any plantings unless Tenant has entered into a specific separate written agreement with Landlord.

26.4. Satellite Dishes, Antennas, Solar Panels, Wind Turbines & Other Devices: Satellite dishes, antennas, ground based solar panels, wind turbines, or other devices are not permitted without written consent of Landlord.

26.5. Fences and clotheslines may only be allowed after obtaining written approval from Landlord. Any approved fences and clotheslines must be in a safe location and of sturdy, stable construction. Fence pickets or panels may only be made from materials intended for fence construction and painted an appropriate color, in Landlord's sole discretion.

26.6. Before digging, driving rods or posts, check with the Landlord for the location of underground utilities. A call to Diggers Hotline is also required.

26.7. Each Home must display the address (or lot number) clearly on the exterior of the Home facing the street.

26.8. Prior approval from Landlord is required to install or construct any accessory building, structure, deck, ramp, or attachment to the Home, and the same must be in accordance with the state building and installation codes. If a permit is required, the Tenant shall obtain a permit after receiving written permission from the Landlord. A copy of the permit shall be provided to the Landlord. Any accessory structure must match the Home's exterior color and siding material and must otherwise meet architectural and aesthetic approval of Landlord. A change of exterior color of the Home or accessory structure, deck or attachment will be approved only if the proposed color is in harmony with other existing Homes. All storage sheds or garages must have working doors that close.

26.9. If storing firewood, it must be stacked no higher than four feet. It must be stacked in a safe manner, so it cannot topple over and must be located out of sight at the rear of the Home or behind an approved accessory structure. If grass is killed by the wood pile, it is the responsibility of the Tenant to replace the grass when the firewood is removed.

26.10. All rubbish must be put in fly-tight garbage cans or trash bags. Recyclables must be separated in accordance with local recycling regulations. Tenant agrees to regularly and properly dispose of garbage and recyclable materials.

26.11. Failure to Properly Dispose of Recyclables (if applicable): It is the Tenant's responsibility to separate all recyclable materials and deposit them in appropriate containers as required by law or local ordinance. If Tenant fails to separate recyclable materials and deposit them in the appropriate containers, Tenant will be charged a fee of $75.00 for each occurrence plus the actual cost incurred by Landlord to properly dispose of the recyclables. These fees and costs may be deducted from Tenant's security deposit.

26.12. If Tenant wishes to dispose of any large items, it is the responsibility of Tenant to make special arrangements, in accordance with local ordinance and laws, to dispose of such items. Any charges incurred by Landlord as a result of Tenant's failure to comply with the above will be the responsibility of the Tenant.

26.13. Window air conditioners are permitted if installed with wall brackets. Bracing from the ground is not an approved installation method.

26.14. Tenant shall use only appropriate window coverings, such as drapes or blinds. Rugs, towels, blankets or sheets are not allowed.

26.15. Damage to Property

26.15.1. If the property is damaged as a result of the intentional acts, negligence, carelessness, or misuse by Tenant or Tenant's guests, Tenant will be responsible for the repair costs incurred by Landlord.

26.15.2. Tenant must reimburse Landlord for any repair costs within fifteen (15) days of billing.

26.16. Vehicles and Recreational Equipment

26.16.1. Parking: Only TWO cars are allowed for each lot. No other vehicles or recreational equipment (including but not limited to RVs, campers, boats, trailers, or ATVs) may be stored or parked on a Tenant's lot without prior written consent of the Landlord.

26.16.2. All vehicles must be parked in approved parking spaces. Vehicles may not be parked on the street anywhere in the community outside of the designated and marked parking spaces.

26.16.3. If Tenant parks his/her vehicle anywhere other than designated area or space, Tenant will be charged a fee of $50.00 for each day that the vehicle is parked in a non-designated space. Inoperable vehicles and vehicles in the process of being repaired may not be kept on the Premises and the above-mentioned fee will also be charged to Tenant for each day that this rule is not followed. Tenant must ensure that all visitors follow the rules or risk being charged the above-mentioned fees. These fees and costs may be deducted from Tenant's security deposit.

26.16.4. The speed limit in the community is TEN (10) mph.

26.16.5. No unlicensed or non-operating vehicles are permitted.

26.16.6. No semi-trailers are permitted in the community.

26.16.7. Working on, repairing, overhauling and changing of oil is not permitted on the streets of the community, but is permitted on the paved portions of Sites in the community only if appropriate safeguards are employed to prevent oil, fuel or other pollutants from spilling onto the ground. Safety measures shall be taken to prevent accidental injury to others. No vehicle under repair can be unattended. No vehicle may be in the community while awaiting repairs if it is incapable of movement under its own power for more than 72 hours.

26.17. Signs

26.17.1. No signs other than political or "For Sale" signs may be displayed on or about a Home or its Site without the prior written approval of Landlord. Political signs may be displayed only during periods permitted under Montana election law (Title 13, MCA) and must be removed promptly after the election. "For Sale" signs are limited to one (1) sign per Home, must be placed in a window, and may not exceed 11 inches by 14 inches.

26.18. Utilities

26.18.1. Tenant is responsible for winterizing the Home, including properly working heat tape, and shall be responsible for any and all damages to the Landlord's equipment if freezing is caused by the Tenant's failure to properly winterize. Tenant shall not run water in the Home to prevent freezing.

26.18.2. Foreign objects including but not limited to feminine hygiene products, paper towels, and toys must not be flushed down toilets. The Tenant will be responsible for unplugging and repairing sewer pipes and drains caused by foreign objects.

26.18.3. Water meters are the property of the landlord. No one is allowed to tamper or alter any meter for any reason, including but not limited to diverting the flow of water or bypassing the meter. Tampering will be considered a breach of the rental agreement. The landlord or meter owner may reasonably estimate the usage for as long as the landlord or meter owner believes the meter was tampered with and charge the Tenant accordingly. If Tenant, a member of Tenant's household, or Tenant's guest tampers with the meters, Tenant will also be responsible for all costs to return the water service to its original condition.

26.19. Home Set-Up

26.19.1. Installation of the Home shall be the responsibility of the Tenant. Home installation shall be done in accordance with State and Federal installation standards. Home installation shall be performed by a licensed professional home installer. Home must have a separate water shut-off valve installed for easy access. Any Home with an electric water heater must have a back-flow valve installed at the water heater

26.19.2. connection point.

26.19.3. All utility hook-ups must be done in accordance with local and state regulations.

26.19.4. Before removing the Home from the community, Tenant must give at least 24-hour notice to the Landlord. Home movement must be done during business hours Monday thru Friday. Transporters shall provide the transportation permit and insurance to the Landlord.

26.19.5. Hitches must be removed within 15 days of entering the park or whenever skirting is installed.

26.19.6. Axles, wheels and other transportation components necessary for moving the Home may not be sold, leased or removed from the Site without the Landlord's permission.

26.19.7. Steps must be constructed in accordance with state building codes and shall consist of materials resistant to the weather such as concrete or treated wood. Generally, all steps shall measure at least 3 ft. wide and a landing of at least 3 feet in the direction of travel shall be provided at the top of the stairs. The landing may not be more than 8 inches below the interior floor elevation. Stairs of more than 3 risers shall have at least one handrail. Handrails shall be provided on all open sides of stairs. (SPS 321.04) Exit steps must be provided at each exit door of the home.

26.20. Pets/Animals

26.20.1. Only house pets are allowed in the community.

26.20.2. Tenant may have no more than three (3) pets total per Site.

26.20.3. Cats and dogs must be registered with the landlord and Tenant must sign an Animal Agreement.

26.20.4. Cats and dogs must have a license from the local municipalities and be current on vaccinations. Tenant must provide proof of license and vaccinations.

26.20.5. Tenants must always maintain control over their pet so that the peaceful enjoyment of the community by all can be maintained. Pets must always be under the control of the Tenant via a leash when outdoors.

26.20.6. Permitting pets to stray, allowing a pet to soil other Tenant's lots, creating unreasonable noise, being unruly or causing complaints from other Tenants shall be cause for eviction.

26.20.7. Pet fees, if any, are listed in the rental agreement or on a separate Animal Agreement.

26.21. Assistance Animals

26.21.1. Only Tenants with disabilities are permitted to have assistant animals. An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person’s disability. An assistance animal is not a pet.

26.21.2. Tenants must complete a Request of a Reasonable Accommodation and Verification of Need for Reasonable Accommodation forms. Verification of Need forms must to be sent to the landlord directly from the licensed health care professional. A health care professional needs to be licensed in the state of Montana and act within the scope of his or her license or certification. The landlord has the right to verify directly with the health care professional regarding validity of the completed Verification of Need form.

26.21.3. All assistance animals must be registered with the landlord.

26.21.4. All assistance animals must have the proper licensing from the State of Montana and be current on vaccinations. Tenant must provide proof of license and vaccinations.

26.21.5. Tenants must always maintain control over their assistant animal so that the peaceful enjoyment of the community by all can be maintained. Assistance animals must always be under the control of the Tenant via a leash when outdoors.

26.21.6. Permitting pets to stray, allowing a pet to soil other Tenant's lots, creating unreasonable noise, being unruly or causing complaints from other Tenants shall be cause for eviction.

26.22. Conduct

26.22.1. Tenants are prohibited from lighting and using fireworks, and other explosives.

26.22.2. Tenants are prohibited from using weapons of any nature in the park. This includes but is not limited to guns, rifles, shotguns, air pellet guns, BB guns, knives and tasers.

26.22.3. Tenants will be held responsible for the conduct of all household members and guests. Be sure all Tenants, household members, and invited guests understand the community rules.

26.22.4. Your site is designed for residential use and not for the conduct of a retail business or any other enterprise prohibited by zoning or other ordinances pertaining to the community.

26.22.5. No outside fires are permitted except in a barbecue grill. No firepits or other woodburning fireplaces are permitted. After use of a barbecue grill, ashes and debris created by the grill must be disposed of properly. Follow local ordinances relating to the storage of any firewood.

26.22.6. No swimming pools, hot tubs, or trampolines are permitted. If you wish to have any of these within your lot, please reach out to management. These will have to be approved by insurance beforehand.

26.22.7. Tenant must comply with all local, state, and federal ordinances, laws, and regulations at all times.

26.23. Acknowledgements

26.23.1. A VIOLATION OF THE ABOVE RULES AND REGULATIONS SHALL CONSTITUTE A MATERIAL VIOLATION OF TENANT’S RENTAL AGREEMENT AND IS GOOD CAUSE FOR TERMINATION OF TENANCY AND EVICTION OF TENANT(S).

27. Resident Owned Home Addendum

27.1. THIS RESIDENT OWNED HOME ADDENDUM ("Home Addendum" or "Addendum") is attached to, incorporated into and made an integral part of the Residential Rental Agreement (as amended from time to time, the "Lease") between Community (Landlord) and Resident (Tenant).

27.2. Addendum: Capitalized terms used in this Addendum shall have the meanings set forth in the Lease unless otherwise defined herein. Except as expressly modified in this Addendum, all terms and conditions of the Lease remain unchanged, and the provisions of the Lease are applicable to the fullest extent consistent with this Addendum. If a conflict between the terms of this Addendum and the Lease exists, the terms of this Addendum shall control the matters specifically governed by this Addendum. Any breach of the terms of this Addendum shall constitute a breach of the Lease to the same extent and with the same remedies available to Community as provided in the Lease otherwise available at law or equity.

27.3. The HUD Code: Each Home in the Community must be built in accordance with the Manufactured Home Construction and Safety Act 1974 (as amended from time to time, the “HUD Code"). Homes built prior to 1976, which may not be in accordance with the HUD Code may, at Community's discretion, be "grandfathered" in by written agreement with Community. Such agreement may require that, once the Home is sold or vacated by Resident, such Home shall be removed from the Community.

27.4. Installation

27.4.1. Any Home to be set in the Community must be approved in advance in writing by the Community Manager as acceptable for location within the Community. A plot plan showing the location of the Home, steps/decks, accessory buildings and any improvements existing and proposed to the Home or Premises shall be submitted to Community. Written approval from Community is required prior to the

27.4.2. commencement of any work.

27.4.3. Set-up: Contractor Package Agreement. The Home shall at all times be placed (i) on the Premises in compliance with all Laws, (ii) to the satisfaction of Community and (iii) in a uniform manner, properly blocked and set, and all utilities connected. All wheels and the hitch must be removed. The Home must be set up and tied down in accordance with all Laws. All utility hook-ups must be performed in accordance with all Laws and must be performed by a properly licensed professional. Unless Community has undertaken the obligation to coordinate the installation of the Home, the installation shall be the sole responsibility of Resident, and all liability associated with the move-in and set-up shall be the responsibility of Resident. All persons involved with the move-in and set-up of the Home shall, prior to entry onto the Community, execute and deliver to Community the then-current Contractor Package Agreement required by Community (each, a "Contractor Package Agreement"), which Contractor Package Agreement may require such third party to have adequate general liability, licensing, commercial, automobile and worker's compensation insurance.

27.4.4. Utility Lines: The main water line must be attached to the water riser on the Premises at date of occupancy. Resident agrees to properly insulate and wrap all water lines and water meter with insulation and operating electric heat tape as soon as the Home is set and water is turned on, if applicable for the region of the country. If required by the Community Manager, Resident shall maintain operating electric heat tape thereon at all times during the Lease Term. Should there be a break due to the heat tape not functioning. the Resident is responsible for replacement. The Resident is responsible for all maintenance from the point of connection, including the meter, to the Home. The point of connection is where the meter connects to the line. A back check valve must be installed on the water line to all electric water heaters. Resident shall be responsible for that portion of the water riser and meter that are above ground and installed by Resident or Resident's agent. Resident shall be responsible for the installation, maintenance, and upkeep for that portion of the sewer connection, natural gas connection and electrical connection that connects the service to the Home and was installed by Resident or Resident's agent. Resident will promptly pay for all repairs or service thereto, whether ordered by Resident or Community, unless such repairs or service were made necessary by Community's negligent act or omission or intentional and willful misconduct.

27.4.5. Steps: Within thirty (30) days after the Home is placed on the Premises, Resident agrees to install custom steps acceptable to Community to the front and back door of the Home. Steps must have a minimum deck dimension of 4' x 4' and must be constructed of 2" x 4" or 2" x 6" lumber only. All steps must be equipped with sturdy handrails and balusters (balusters on 5" centers) unless otherwise set forth in the applicable building code. The underside of the steps must be enclosed with vinyl skirting that matches the Home Steps that are larger than the standards set forth herein must be approved in writing by Community before construction begins.

27.4.6. Skirting: Within thirty (30) days after the Home is placed on the Premises, Resident shall, at the Resident's sole cost and expense, install a prefabricated vinyl skirting around the entire exterior surface of the Home using materials, colors and styles approved by the Community Manager.

27.4.7. Installation or Removal Damage: Any damage to the driveway or any other portion of the Premises and/or the Community caused by installation or removal of the Home or its improvements that is not repaired to Community 's satisfaction may be charged to Resident as Additional Rent.

27.4.8. Paint: Paint on the Home, the Home's skirting and on any other structures or improvements located on the Premises must be properly maintained. Peeling or weathered paint is not allowed. All paint schemes and colors are subject to Community 's prior written approval.

27.4.9. Materials: All of the materials utilized in connection with the set-up and completion of the Home as contained within this Addendum shall be of a quality, type, style, color and pattern approved in advance, in writing, by the Community Manager or detailed by code or ordinance. The Community Manager shall have approval rights over the manner of installation or attachment of the Home and of any accessory structures, and all installation and construction shall be consistent and compatible with other homes in the Community. All installations shall comply with all applicable Laws, and shall comply with all standards referenced within the Lease and its Attachments (including, without limitation, the Community Standards/Rules and Regulations).

27.4.10. No Exceptions: Written Waivers Required. Any exceptions to the terms and conditions set forth in this Addendum are subject to Community's prior written approval, which approval may be given or withheld in Community's sole and absolute discretion.

27.4.11. Title to Home: Sale and/or Removal of Home

27.4.11.1. Title to Home. Resident shall, at Resident's sole cost and expense, at all times during the Lease Term, cause the Home to be titled in his/her name and in accordance with the Laws of the State. Resident shall, prior to the Home's installation in the Community and at any time thereafter upon Community's request, provide Community with a copy of the title to the home, a bill of sale showing Resident as the owner of the Home or such other evidence of Resident's title to the Home as Community may reasonably require.

27.4.11.2. Notice of Proposed Sale to Community. Resident shall: notify Community, in writing, as follows:

27.4.11.2.1. Intent to list for Sale Right of First Offer. At least thirty (30) days prior to listing or otherwise offering the Home, or any interest in the Home, for sale. Resident shall give Community written notice of such intention, together with the proposed sales terms and such other information as Community may reasonably require. Community shall have right to purchase the Home upon the proposed sales terms provided by Resident. Community must respond and notify Resident of its intention to purchase the Home upon such terms within thirty (30) days of Community's receipt of Resident’s notice of its intention to sell.

27.4.11.2.2. Right of First Refusal. Upon Resident's receipt from a third-party of a bona fide offer to purchase the Home, or any interest in the Home and prior to Resident accepting such offer or entering into any agreement to sell the Home, Resident shall provide Community with written notice of the proposal terms for purchase and sale of the Home and Community shall then have seven (7) business days from receipt of Resident’s written notice to advise Resident in writing whether Community will purchase the Home at the same price and on the same terms as offered by the third-party. Resident's written notice of a bona fide offer to purchase must be either hand-delivered in person to the

Community Manager or emailed to , and is not effective if mailed, deposited in a drop-box or communicated by any other means.

27.4.11.2.3. If Community advises Resident of its intent to purchase the Home upon the same terms as the bona fide offer, Resident will sell Community the Home and the parties will proceed to close on sale as soon as reasonably possible, and each will execute such documents as are necessary to complete the sale including but not limited to properly endorsing title, obtaining duplicate title if the original cannot be located. releasing liens and signing powers of attorney forms.

27.4.11.2.4. If Community fails to respond to Resident's written notice within seven (7) business days, such failure will be deemed a waiver of its right to exercise its right of first refusal.

27.4.11.2.5. If Community fails to respond within the time provided above, or advises Tenant in writing that Community will not exercise its right of first refusal, and Tenant then sells the Home to a third party on terms other than those stated in Tenant's written notice to Community, such sale shall be deemed evidence that no bona fide offer to purchase existed and shall constitute a breach of Tenant's obligation under this Lease regarding Community's right of first refusal. In such event, Community may pursue all remedies and damages available at law or in equity under the laws of the State of Montana, including but not limited to Mont. Code Ann. Title 28 (Contracts) and Title 70 (Property).

27.4.12. Notice of Pending Sale: A Resident intending to make a bona fide sale of the Resident's Home or any interest in it shall, at least thirty (30) days prior to any such sale, give to Community written notice of such intention, together with the name and address of any proposed purchaser (each, a "Prospective Purchaser"), the purchase terms, such other information concerning the Prospective Purchaser as Community may reasonably require and an executed copy of the proposed contract to sell. In compliance with the Community Standards (or Rules and Regulations), Resident shall advise the Prospective Purchaser that prior to completing the sale, he/she must first complete an Application for Residency, and submit to and pass the applicant screening process, and direct the Prospective Purchaser to the Community Manager for exchange of information, including the rental amount which will apply at the expiration of the Resident's Lease Term or at the time of sale, and shall advise the Prospective Purchaser that the lease is not transferable. Within 7 days of transfer of title, change in financing, or purchase of Residents Home, a true copy of the legal registration showing title registered in the name of the Prospective Purchaser and the name of the lienholder, if any, shall be provided to the Community Manager by the Resident. This rule does not in any way diminish or affect the obligation of every Resident to seek and to obtain written approval of the Prospective Purchaser by the Community Manager prior to the sale/purchase of the Home and prior to change in occupancy of the Home.

27.4.13. Application Form: Community is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the Prospective Purchaser, or as relates to the prospective resident, as may reasonably be required by Community in order to enable Community to responsibly investigate the Prospective Purchaser or prospective resident within the time limits extended to Community for that purpose as hereinafter set forth and which application shall be completed and submitted to Community along with and as an integral part of Notice of Sale. Community shall have the right to charge Resident or the Prospective Purchaser a non-refundable application or screening fee in connection with Community’s review of each Notice of Sale and/or Application for Residency.

27.4.14. Community’s Consent Required: Resident acknowledges and agrees, for itself and each Prospective Purchaser, that the sale of any Home to a Prospective Purchaser that intends to remain on any portion of the Community is subject to Community's prior written consent. Community may, without limitation, condition its consent on Prospective Purchaser's agreement to bring the Premises into compliance with the Lease and the Standards/Rules and Regulations (including the repair or removal of fencing, sheds or other items in disrepair. Any person who purchases a Home situated in the Community but does not, prior to purchase of the Home, qualify as, and obtain consent of Community to become a Resident of the Community shall be subject to immediate eviction.

27.4.15. Assignment of Agreement: If any agreements between Community and Resident are required to be assigned to or assumed by a subsequent purchaser of the Home, Resident and Prospective Purchaser shall prior to finalizing the purchase and sale of the Home, and as a condition to the effectiveness or the sale of any Home. execute and deliver to Community all such assignments and assumptions signed by Prospective Purchaser, in forms acceptable to Community. This includes but is not limited to any Home Residency Commitment Agreement. Resident or Prospective Purchaser's failure to comply with this requirement is grounds for eviction of either Resident or Prospective Purchaser if the latter has taken possession of the Home or Premises.

27.4.16. Disapproval by Community: In accordance with applicable law, Community may disapprove the Prospective Purchaser if the Prospective Purchaser does not qualify to be a resident by giving notice to the Prospective Purchaser of the disapproval. If Community shall disapprove a Prospective Purchaser, such disapproval shall be grounds for eviction in the event such the Prospective Purchaser has taken possession of the Home or the Premises. If Community shall disapprove the Prospective Purchaser, such disapproval shall be grounds to deny the Community Managers consent to such sale. In the event of disapproval, Community may pursue all remedies available at Law or in equity.

27.4.17. Inspection: The Community Manager shall have the right to inspect the Home prior to approving a Prospective Purchaser as an acceptable resident in that home. The Home must meet all local code requirements, including electrical and plumbing, but not limited thereto. Prior to the sale, Resident and Prospective Purchaser must make any repairs or changes to the home as necessary to bring the home into compliance with the terms and conditions of the lease, including, without limitation, the then-current Standards/Rules and Regulations. The Community Manager has the right to deny approval of the Prospective Purchaser if such work is not done.

27.4.18. Signs: Brokers: Provided that Resident has timely and properly provided Community with a Notice of Sale, Resident may display one "For Sale" sign, no larger than 12 inches by 16 inches inside the manufactured Home's window. This sign may display only the words, "For Sale" or the equivalent plus any address or telephone number of the Resident, agent or dealer where further information may be obtained. The display of any commercial enterprise on the sign is prohibited. All outside realtors, brokers or service companies working in the Community must how proof of appropriate liability insurance before starting work. Those without such proof of insurance on file with the Community Manager will be stopped from performing work inside the Community until such proof of insurance is presented.

27.4.19. Removal of a Home: Written permission from Community is required prior to any move of a Home either into or out of the Community. A Resident must give Community at least 30 days' advance written notice of Resident's intent to remove a Home from the Community. Community will be responsible for the reasonable costs of remediating/disposing of any remaining debris or abandoned personal property, repair of damage to the Homesite or other areas of the Community, and/or all other action required by Community to return the Homesite and any other areas to their condition prior to the Home's removal; (b) provide to Community proof of insurance showing that Hauler has in effect on the date of the move vehicle and comprehensive general liability coverage in the amount of $1,000,000 per occurrence/$2,000,000 aggregate and naming Community as an additional insured; (c) provide to Community a copy of Hauler's current state, and it applicable, local license; and (d) schedule a move out date and time with Community so that Community may plan for the move and minimize disruption to the Community. Only a Hauler property licensed by the state where the Home is located will be permitted to enter the Community and remove a Home. Community may, in its sole discretion, require Hauler to execute additional documentation prior to entering the Community and moving a home, including its Contactor Package, to ensure Hauler's qualifications, licensure, and ability to safely remove a Home. Unless otherwise agreed to in writing by Community, moves are only permitted between 9:00 a.m. and 4:00 p.m. (local time) so Community may be present or have an inspector present. ALL LIABILITY ASSOCIATED WITH A MOVE-OUT IS THE SOLE RESPONSIBILITY OF RESIDENT BEYOND ANY DAMAGE CAUSED BY COMMUNITY'S NEGLIGENCE

27.4.20. Compliance with Laws: Resident shall comply with the requirements of all governmental agencies including, but not limited to, HUD, the department of motor vehicles or transportation, the State and the county in which the Community is located.

27.4.21. Property Insurance:

27.4.21.1. In addition to the other insurance that Resident is required to maintain pursuant to the Lease, Resident shall, at Resident's sole cost and expense, maintain in force during the Lease Term casualty insurance against loss or damage by fire, lightning and such other perils as are included in a standard “special form" policy in an amount no less than one hundred percent (100%) of the full replicants cost of all real and personal property, including the Home, insuring against damage to the Premises in the event of loss.

27.4.21.2. Tenant will provide Landlord with proof of such policy by giving the Landlord a certificate of insurance company within fifteen (15) days of the signing of this lease. The policy will name Landlord as an “additional insured” with at least $100,000 in liability coverage. Tenant will provide Landlord with a certificate of insurance upon every renewal. Tenant will not allow such policy to expire during the rental term. Failure to obtain and maintain a policy will be treated as a material breach of this Agreement. Please note additional interest is not acceptable coverage.

27.4.22. Repayment of Concessions: Upon a default by Resident, after the lapse of any applicable statutory cure period, Community shall have the right (in addition to all of Community's other rights and remedies available under the Lease, at law or in equity) to recover from Resident all concessions and other incentives or inducements, if any, provided to Resident by Community or any party acting on Community's behalf.

Address for Notice

For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

Name: ______________________________
Phone: ______________________________
Email: ______________________________

In Case of an Emergency notify the following individual:

Name: ______________________________
Phone:______________________________

For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

Name: ______________________________
Address: ______________________________

The contact information for your Property Manager is:
Name: ______________________________
Phone: ______________________________
Email address: ______________________________

Tenant Info and Signatures

Signature:				
Print Name:				
Date Signed:				

Landlord Signatures

Signature: ______________________________

Print Name: ______________________________

Date Signed: ______________________________

Linda Redding
4709 - 7th Ave. North
Great Falls MT 59405
406-868-1282

20 July 2025

Lonnie Hill
Sara Reynolds
Planning and Community Development
Civic Center
P.O. Box 5021
Great Falls MT 59403

Re: Proposed IX Blessings Trailer Park

Dear Lonnie and Sara,

I am concerned about the proposed trailer court to be developed southeast of the intersection of 7th Avenue North and 42nd Street North in Great Falls.

Increased population:

- **Three subdivisions already approved:**
  - **Discovery Meadows** – End of 7th Avenue North across from soccer field: 252 units.
  - **Loft 38:** Silverstone development on 38th Street and 2nd Avenue North: 432 units.
  - **Meadowview Village** on 46th Street South and Central, single family lots with houses: 163 units.

This is already an increase of 847 units. If you propose to add a trailer court with 154 trailers, the number of units will exceed 1,000. The number of individual and family occupants will easily exceed **2000**.

Streets and Traffic: We already have substantial traffic on 7th Avenue North, 38th Street, and 52nd Street. It is difficult to turn onto 38th Street. The traffic on 7th Avenue North is already intense. What will it be like with over at least 1500 more vehicles? The Morningside School area on 7th Avenue North and adjoining streets is extremely congested, especially when children are released from school. This is already a safety hazard for children.

Public Safety: The City of Great Falls is already struggling with public safety concerns such as police, fire, and ambulance or emergency vehicles. How are they going to accommodate a trailer court with 154 units compressed on approximately 25 acres, in addition to the subdivisions already planned. The fire chief of the city of Great Falls recently stated there are already not enough resources available to respond to the needs of the city of Great Falls.

Property Taxes: Our property taxes are consistently substantially increased. What will this add to our fees and taxes? If our property taxes and fees are increased, they should be based on improvements to the neighborhood. A trailer court is not an improvement to the neighborhood.

Sewage, Waste Water, and Drinking Water. Almost every day there are technicians working on the Sewage Lift Station on 7th Avenue North where the trailer court is proposed. How can it accommodate 154 more units when there are already so many new developments or phases of current developments on-going? In addition, the Agri Tech Park is already placing a lot of requirements on electricity, water, and gas.

Schools: Where will the children of these subdivisions go to school? It is doubtful that our schools affected could handle this influx.

Pets: In Montana, 51.9% of households have at least one dog and 22.8% of households have at least one cat. In addition to the subdivisions already planned, approximately 95 people who live in 154 trailers will own dogs and cats. The residents in our neighborhood are very responsible pet owners, with yards for their pets and their dogs on leaches when walking. With so little green area adjacent to the trailer, a dog will have very little yard. The number of feral cats will be substantial.

Covenants: We want our neighborhood to be a better place. The City covenants for trailer courts are very vague and have not been revised since 2005. The owner of the trailer court would determine the bylaws and their execution by the occupants. The City would have very little say in its development. Our focus should be on constantly improving and moving forward and not going in reverse.

Overall Appearance: A trailer court where trailers are practically right next to each other will drastically affect the appearance of our neighborhood. We live in a beautiful residential area where people take pride in their homes. Would there be an age requirement on the trailers? Would the trailer court have a privacy fence surrounding it? It is incomprehensible that a trailer court with 154 units would be an improvement to the quality of lives of occupants or to the neighborhood.

Respectfully,

Linda Redding

Linda Redding

Shayla Smith – sjwick17@yahoo.com
7/22/205

Hello, I live at 4231 5th Ave N, GF MT 59405
This news is highly disturbing for many reasons:
1. This will displace native Montana birds: their habitats and nesting grounds. Such as: the wilson's snipe, whose wetland habitat is being over run by humans and is being threatened by population right in my own backyard. Our state bird, the western meadowlark: which also thrives on this land. Resident pheasants which nest in this area along with many other native birds who depend on this resource. Not to mention numerous, amphibians.
2. Most people who decided to buy a house in this neighborhood at a ridiculous price per our outrageous tax evaluations, did so based on location, traffic, privacy, light pollution, crime, noise and amount of neighbors.
3. This will also add hundreds of people to our area, and forgive me for being stereotypical, but mobile home or "trailer" parks have a certain element of crime and mischief surrounding them, which would make the area less safe and fill our parks in the area with more foot and car traffic, which is also extra greenhouse gases and car emissions that are detrimental to our air quality.
4. Also, these hundreds of new people will inevitability produce more electricity, light and noise! Cars running, bug lights buzzing, people fighting, you name it. Cars driving down our alley to go the park. Congest the schools, stores, and restaurants in the area.
Concluding: This is a greedy idea probably born from its potential buyer who is probably from out of state, who flocked to MT to capitalize off the growing economy without a single extra thought besides money.
My message to him\her is: leave Montana out of your money hungry agenda, for this idea will not only destroy wildlife habitats, but everyone's lives as they know it, who care very much about our neighborhood and the creatures and life that thrive here. This field should be a protected piece of land forever. There is absolutely no reason to develop it at all. Unless someone wanted to build one home in its center and preserve and conserve the rest.
I hope my concerns are heard and evaluated for the upcoming meeting.
I will be attending.
Sincerely, Neighbor 4231 5th Ave N

Fwd: Comments and questions for IX Blessing Development

1 message

Erin Borland <ebrown.wvu@gmail.com> Wed, Jul 23, 2025 at 7:36 PM
To: slashley50627@gmail.com

Begin forwarded message:

From: Erin Borland <ebrown.wvu@gmail.com>
Date: July 23, 2025 at 3:22:07 PM MDT
To: Michael.DeShon@googlemail.com
Subject: Comments and questions for IX Blessing Development

Below are my questions and comments for the City and the Developer regarding the proposed development:

Has a traffic study been conducted? 7th Ave N is a main road used for the soccer fields, the elementary school. How will the density of housing which is higher than the surrounding neighborhoods affect the traffic in the neighborhood.

How will this affect the school? With Morningside becoming the Core school there is more vehicles at drop off and pick up in the are of the access to this development. Also is there anticipated increase in students due to this development.

Will 7th Ave N be brought up to city standards? How will the grades work with the existing road?

How will this development affect city utilities? Will the existing water and sewer lines have the capacity for this development? Will they need upgraded? There is a stormwater main that runs through the property how will that be addressed?
Would this property be better used for a regional stormwater pond or part of it?

The property is proposed at R-10 zoning, this will create a spot zone with higher density than the surrounding neighborhoods, how is the spot zone allowed?

What landscaping requirements will there be for the development?

Is this going to be phased, what is the plan for if the project isn't completed?

Finally, how is construction going to affect the neighbors?

Let me know what you think or if you have any other questions. You can feel free to save that these questions are from me.

Outlook

Fwd: 4600 Seventh Avenue North

From Sandra Guynn <guynn6@gmail.com>
Date Fri 7/25/2025 12:16 PM
To Brock Cherry <bcherry@greatfallsmt.net>; Lonnie Hill <lhill@greatfallsmt.net>
Cc Robert Moccasin <rob.moccasin@greatfallsmt.net>

Please scroll down to the email from resident William Ross about the IX Blessings project.

Sandra

---------- Forwarded message ---------
From: **Sandra Guynn** <guynn6@gmail.com>
Date: Fri, Jul 25, 2025 at 12:06 PM
Subject: Re: 4600 Seventh Avenue North
To: William Ross <william_ross101@hotmail.com>

Dear Mr. Ross,
I will forward your message to the city's Planning and Development department. They will ensure your comments are part of the package given to the Planning Board, and then to the City Commission, which makes the final decision.

Thank you for your interest and involvement in city government.

Sincerely,
Sandra Guynn, Chair NC4

On Fri, Jul 25, 2025 at 9:38 AM William Ross <william_ross101@hotmail.com> wrote:

> Hello,
>
> I am writing to voice my disapproval regarding the proposal for the trailer park at 4600 Seventh Avenue North. I live on 43rd St N, one block away from the proposed site, and I believe this will have a negative impact on my family and other families in the area. As you know, this area is already built up and transforming this lot into a trailer park will increase congestion and strain on the area. In addition, this will raise our property taxes in the area, something everyone is already struggling with, and will strain our supposedly degrading water system. The lot itself is also not that big, so the desired effect of providing more housing for people will be negligible. I propose that the lot be transformed into a nice park for the working families and their kids in the area. Our children are limited to the school playground so a park with trees, grass and more modern play equipment would be a welcome sight. Families could gather for cookouts at the covered pavilion and walk their dogs through the area. The local wildlife would also benefit from the trees, something we are sorely lacking in the area.
>
> I hope you take these into consideration.
>
> Thank you,
> William

Outlook

Fwd: Mobile Home Zoning

From Sandra Guynn <guynn6@gmail.com>
Date Sun 7/27/2025 6:52 AM
To Brock Cherry <bcherry@greatfallsmt.net>; Lonnie Hill <lhill@greatfallsmt.net>; Sara Reynolds <sreynolds@greatfallsmt.net>
Cc Robert Moccasin <rob.moccasin@greatfallsmt.net>

Good morning,
Please see comments from a neighbor who attended NC4's meeting on July 24.
Sandra

---------- Forwarded message ---------
From: **Sandra Guynn** <guynn6@gmail.com>
Date: Sun, Jul 27, 2025 at 6:38 AM
Subject: Re: Mobile Home Zoning
To: Cannon Colegrove <cannoncolegrove@hotmail.com>

Dear Mr. Colegrove,
Thank you for your kind words and your comments concerning the project. I will forward your message to the planning department, which will ensure that your comments are part of the project packet that will be given to the planning board as well as to the City Commission.

Thank you for your involvement in local government.

Sincerely,
Sandra Guynn, NC4 chair

On Sat, Jul 26, 2025 at 10:37 PM Cannon Colegrove <cannoncolegrove@hotmail.com> wrote:

> Greetings,
>
> I live near the proposed mobile home zoning and attended your recent meeting. Public meetings of this nature are often difficult to maintain proper decorum from the crowd. Overall, I thought the council and city staff did a fine job keeping the discussion informed by facts and not emotion.
>
> I came to the meeting with an open mind and appreciate the developer and engineer's good presentation. I travel 7th Ave N multiple times per day. There's 2 points that stuck out to me from the meeting that were cause for concern. The first being that the city showed very little plan for 7th street. That school zone congestion is not something to overlook and that burden cannot be passed to the school. That already deserves serious consideration to mitigate that issue. We are talking about elementary school kids, cars, and congestion. I have deep concerns with this. That entire roadway is also much too narrow right now.

The second is that manufactured homes have a known track record of depreciating in value, while rent prices have a known track record of increasing. Let's set up the people of Great Falls with a safe and prosperous neighborhood. I'm not sure the presentation I saw convinced me of that.

Thank you for your service on this council.

Cannon Colegrove

August 5, 2024

City of Great Falls
Planning and Community Development Department
2 Park Dr. S., #122
Great falls, Montana 59401

Attn: Sara Reynolds; Project Planner, City of Great Falls

Dear Ms. Reynolds,

Thank you for the opportunity to comment on a proposal for the proposed IX Blessing Mobile Home Park that would include 141 dwelling spaces near Morningside Elementary. The proposed development will be on two existing lots containing 25.07 acres total located southeast of the intersection of 7th Avenue North and 42nd Street North in Great Falls, Montana. This property falls within the boundaries of the Great Falls Public School District. Please find our comments regarding the proposed subdivision below.

1. **Capacity of Existing School Facilities**
   The functional capacity of CORE School at Morning Side Elementary School is 353 students. There are currently 304 students enrolled, with pending classroom enrollments for Kindergarten for this charter school. We are anticipating being close to our functional capacity.

2. **Transportation and Access**
   Great Falls Public Schools recognizes that the proposed development may offer affordable housing to our community, including our staff. The development may attract additional families; however, historically, we have not had a large population of students within our mobile home parks. The proposed entrance and egress to the development is in direct proximity to the school drop off zone for families (as a Charter School, we have limited bussing services to this school) and may impact walking routes for neighborhood children, to include those that cross 7th Avenue N and 38th street. We urge the developers to be mindful of this and reconsider locations for entrance and exit. We would also like to request the City's assistance with crosswalks.

Thank you again for reaching out to Great Falls Public Schools regarding this development. Please do not hesitate to contact us with any further questions or if additional information is required.

Sincerely,

Heather Hoyer, Superintendent
Great Falls Public Schools
(406) 268-6001
heather_hoyer@gfps.k12.mt.us

The purpose of this information is to inform our commissioners about two issues manufactured homeowners are facing in Montana.

First, this is an update as to **why manufactured homeowners are seeking legislative protections statewide.**
Second, and for the all same reasons, we offer this information to illustrate **why we would oppose Nine Blessings MHP development.**

Montana Manufactured homeowners have united to ask for policy reform at our Legislature based on our experiences with the rapidly growing sector of investor property owners and the harmful impact it has had on manufactured homeowners who lease land in manufactured home communities (MHC).

Attached please find documentation:

Thank you for both your time and consideration.

Cindy Newman
4182 Highwood Dr.
Great Falls, MT
406 781-6517
newmcyna@yahoo.com

RECEIVED
AUG 18 2025
CITY CLERK

Why Manufactured Homeowners are seeking legislative protections

Since Havenpark Capital bought the 7 manufactured home parks in Montana the lives of residents who own homes in the communities has changed dramatically because of the practices Havenpark employs as landowners. What has changed in these new investor owners are increased rents and new fees and decreased maintenance and upkeep. Nothing like the previous mom and pop owners who annually trimmed trees, repaired roads, sidewalks and kept our parks nice. We had on site managers who were available and fixed problems as they arose. **Four years ago** you could lease a lot for your home for about **$275 a month**. Corporate investor owners immediately raised rents, eliminated all amenities, uncoupled utilities and trash and charged them back as new fees. New residents now pay **$850 a month** with all the new fees.

2025 was the 3rd legislative session we appealed for policy reform for residents with homes **sitting on out-of-state, Private Equity and investor owned property.** This will be the third time we have said we are not here about MT's landlords who treated residents fairly but the **rapidly** growing business model of out-of-state, **corporate investor** owners who are displacing residents and destroying our communities. House Bill 305 would have offered a fair solution for both sides while addressing problems we have never faced before.

These are actual quotes from real estate experts ---"**owning a Mobile Park is currently THE most robust form of real estate investment available today delivering large, consistent profits"!** Why this asset class is getting so much attention is the land-lease model that **reduces capital expenditures** for operators, and the fact that these parks operate without government subsidies. They often represent the lowest-cost primary housing available" "Investors find the manufactured housing sector **appealing as it aligns** with affordability and senior housing demand." What continues to drive the investment appeal is the benefit of **not owning the dwelling itself.**

HB305 is a dispute resolution program brought to life in other states to protect mobile homeowners from the NEW corporate landowners replacing aging mom & pop communities. They are **not investing** to upgrade property. **Instead,** they are pushing costs onto tenants while extracting as much money as possible and leaving derelict communities behind.

It is predicted that this mobile home park acquisition by investors will continue to consolidate over the next five to ten years. In some states 60% of all manufactured home communities are already investor owned.

Please know that in 80% of these communities are seniors, 7 in 10 rely on a single, fixed income and 1 in 3 have a disability. Many residents choose to live in these parks anticipating the more modest means of retirement, or, are young families and first time buyers trying to live the American dream of homeownership.

Montana's mobile home communities are prey for investor owners because existing laws favor the landowner while residents go unprotected by our state and local governments. A forum to mediate between homeowners and landowners can be a **fair** solution to the David versus Goliath situation we find ourselves unable to win. Because we are being priced out of our homes and our housing security is gone, we will be bringing HB 305 to the table again in the 2027 legislative session. Thank you

HB305 The Montana Mobile Home Park Dispute Resolution Program

I am writing on behalf of Montana's MHC's who are seeking legislative protections. If there is one place in America where the powerless and unprotected should be able to come and find justice it should be in a court of law but we residents have tried and we are running out of time! The truth is, people are suffering and we are looking for a fair and just solution. We are advocating to set up a program in Montana that has been successful in Colorado and Washington. There are more states with dispute resolution programs, but these are the two we used as models for HB305.

Here is a brief overview of the **Mobile Home Park Oversight Program.**
The MT Department of Commerce would oversee the Mobile Home Park Act and the Mobile Home Park Dispute Resolution and Enforcement Program.

Mobile home owners, mobile home park owners, and mobile home park managers can submit complaints for dispute resolution through the Division, instead of taking issues to court, which can be costly. The Program is responsible for:
----Conducting outreach and education on mobile home park laws;
----Registering all mobile home parks annually;
----Receiving and investigating complaints;
----Facilitating dispute resolution between mobile home owners and mobile park landlords;
----Determining whether violations of the law have occurred and taking enforcement actions and engaging in public rule making to clarify the law;

In Montana as evidenced in other states, big corporate entity players prey on underserved markets like Montana's manufactured homeowners communities (MHC's) knowing there is NO VENUE to dispute resolution or guardrails for protecting home owners. The creation of a Mobile Home Park Oversight Enforcement Program would fill this needed gray area and provide at least a venue for due process and there will be a Public Record created so there is evidence of bad and illegal actions by these big equity groups. The current lack of maintenance and upkeep creates ongoing environmental and public safety issues! Also, the funding used must have controls built to assure residents that funds received to purchase parks are bound by specific controls and there needs to be an annual audit for misuse of funding with consequences.

Testimony for this bill includes manufactured homeowners impacted by clear violations of the law demonstrating that rules are being broken yet there is no accountability for park owners violating the rules. Emphasis will be on legal representation being inaccessible to park residents due to the costs associated with private lawyers. Also, because current landlord-tenant law is so heavily weighted on the side of the landowner. Park residents/homeowners attempts to even this imbalance in our Montana Legislature have been unsuccessful.

Thank you for your time and consideration to help bring a program to life in Montana in aid of homeowners living in manufactured home communities across Montana who have been impacted by investor groups whose business model is focused on turning large, quick profits at the expense of the seniors and lower income families who own homes but lease a small parcel of land.

Cindy Newman, 4182 Highwood Dr., Great Falls, MT 59405 email: newmcyna@yahooo.com

Governor Hurt Mobile Homeowners with his Veto by Margie MacDonald Exec..Dir. Big Sky 55+

If you are an elderly Montana veteran on Social Security in a mobile home park, Gov. Greg Gianforte does not have your back

Montana's manufactured homeowners had just two minutes to defend their homes in hearings on HB 889 sponsored by Rep. Jonathan Karlen of Missoula, yet they persuaded the House and the Senate to adopt a modest package of protections for park residents confronting large out-of-state private equity firms buying up the parks on which their homes rest.

The well-heeled lobbyists for out-of-state private equity corporations and the Montana Landlords Association ran to Gov. Gianforte, who this week, chose them over the thousands of Montana's elderly citizens, veterans, persons with disabilities, and low wage workers who reside in Montana's mobile home parks when he vetoed HB 889. *(once again Gianforte sides with out-of-state landowners!)*

Across the country, private equity firms have been purchasing these parks — often without advance notice to the park's residents. Three years ago, a Utah-based firm, Havenpark, purchased seven parks with 1,800 lots in Billings, Great Falls, and Kalispell. These firms can extract enormous profits by raising rents, charging separately for utilities, and neglecting maintenance and upkeep.

Manufactured homeowners have a substantial investment in their home, and if the owner can no longer afford to rent the lot, the added cost of finding a new location and moving the home can easily be $10,000. Many mobile home parks provide much needed affordable housing options for Montanans on fixed incomes. They own their manufactured home, but they rent the lot and pay for utilities.

Lawmakers passed the bipartisan HB 889, a modest package of reasonable protections for residents who own their homes but rent lots in Montana's mobile home parks. Gov. Greg Gianforte instead sided with the rich out-of-state private equity firms and against his most vulnerable fellow Montanans. Many will now face homelessness.

"As private equity firms snap up mobile home parks and apartment complexes in Montana, raising rents in the process, more and more people are being pushed toward and into homelessness or less stable housing," according to David Erickson in Lee Newspapers this week.

"Three years ago, you could rent a lot in either Highwoods or Golden Meadows for $283 a month," Cindy Newman of Great Falls told the reporter. "Now new residents pay $849 a month with the new fees. It just really exceeds what people have the ability to pay." Newman testified in the House hearing on HB 889 that 80% of the Highwoods residents are retired seniors, 7 in 10 rely on a single, fixed income and 1 in 3 have a disability.

Rep. George Nikolakakos (Great Falls), himself a mobile home park landlord, strongly endorsed the bill in the Senate hearing, pointing out that a reasonable landlord had nothing to fear from the modest protections that this bill would provide. They include a prohibition against retaliation, a 60-day notice requirement for a change in lease terms, and the protection for lot renters' ability to sell their primary asset. He called out the histrionic, sky-is-falling tactics of the Montana Landlords Association acting as a front group for Havenpark and other out of state corporations driving low-income Montanans from their homes.

It's hard for Montanans to believe that their Governor has so little sympathy for hard working, lifelong, independent citizens, but there you are. His veto of HB 889 is all you need to know.

Comparisons for monthly lot rent of Havenpark owned MHC's in Montana before Havenpark to Jan. 2025

We own our homes but lease the land under our homes. Manufactured homeowners have all the sames costs as a site built home. Property taxes, homeowners insurance, upkeep and maintenance of our homes and yards. Water, sewer and trash has traditionally been part of the lot rent for all MHC's. Havenpark's business model uncouples them and charges them back as "new fees". All Amenities are also gone. For comparison purposes to pre-Havenpark rates, I used a conservative 12 month average of $50/mo. for these "new fees." I am using the NEW resident (just moved in) base lot rent plus $50 for new fees. to illustrate how these radical increases translate to instant equity appreciation for HP, while decreasing our ability to sell our major asset

The Highwoods 256 lots (Great Falls)

new residents. $875.....before HP $283...... increase $592 .....**209% increase each month**

Countryside Village 226 lots (Great Falls)

new residents. $875..... before HP $401..... increase $474.......**118 % increase each month**

Golden Meadows & Willow Bend 544 lots (Billings) plus a new addition of 276 lots = **820** lots

new residents. $920.......before HP $283......increase $637......**225% increase each month**

**Meadowlark 218 lots (Billings) **park with ongoing water problems (health advisory issued)

new residents. $800.......before HP $325..... increase $475........**146% increase each month**

Cherry Creek 192 lots (Billings)

new residents. $800..... before HP $410..... .increase $390........**95% increase each month**

Meadow Manor 240 lots (Kalispell)

new residents. $1,045..... before HP $380....increase $665.......**175% increase each month**

CONCLUSION: In the first 20 years I lived in The Highwood's my lot rent was increased a **total** of $117 dollars or about 3-4% a year. In less than 4 years Havenpark Capital has increased our lot rent $592 or 209%. Again, for the small piece of land my home sits on. Havenpark calls it "market rates" but that is just another deception!

Outlook

Re: Mobile Home Zoning

From Lonnie Hill <lhill@greatfallsmt.net>
Date Fri 8/29/2025 12:59 PM
To Chris Ward <chrisward6908@gmail.com>; Sara Reynolds <sreynolds@greatfallsmt.net>

Chris - Thank you for passing the public comment along. I included Sara on the email, who will include it as part of the record.

-Lonnie

Lonnie Hill, CFM
Deputy Director, Floodplain Administrator
Planning & Community Development Department
Planning Division, City of Great Falls
T 406-455-8432
E lhill@greatfallsmt.net

From: Chris Ward <chrisward6908@gmail.com>
Sent: Thursday, August 28, 2025 9:21 PM
To: Lonnie Hill <lhill@greatfallsmt.net>
Subject: Fwd: Mobile Home Zoning

You don't often get email from chrisward6908@gmail.com. Learn why this is important

---------- Forwarded message ---------
From: **Chris Ward** <chrisward6908@gmail.com>
Date: Fri, Aug 15, 2025, 7:16 AM
Subject: Re: Mobile Home Zoning
To: Cannon Colegrove <cannoncolegrove@hotmail.com>

Cannon, thanks for attending the meeting and your comments. I agree with you there are a lot of questions to be answered about 7th Ave N. I think it is indicative of the city staff turning this over for public comment very early in the process rather than developing a complete plan and then letting the public see it... so that's probably a good thing. There is still time for public input to shape the outcome.
Your comment about manufactured home depreciation is interesting and I need to research it prior to our next meeting. The problem I see is that if that type of construction is allowed by code I am not

sure the Council, or other boards, could really oppose it on that basis. If there are willing buyers and sellers and the community has stated in city code that it's a viable model, then we may need to work on ways to mitigate the depreciation concerns (like covenants?). If you have any ideas in that regard please let me know.
Anyway thanks for the food for thought and I hope you can make it to the meeting on Thursday, August 28, 2025 - 6:30pm as I believe this will be on the agenda again.
Chris

On Sat, Jul 26, 2025, 10:37 PM Cannon Colegrove <cannoncolegrove@hotmail.com> wrote:

> Greetings,
>
> I live near the proposed mobile home zoning and attended your recent meeting. Public meetings of this nature are often difficult to maintain proper decorum from the crowd. Overall, I thought the council and city staff did a fine job keeping the discussion informed by facts and not emotion.
>
> I came to the meeting with an open mind and appreciate the developer and engineer's good presentation. I travel 7th Ave N multiple times per day. There's 2 points that stuck out to me from the meeting that were cause for concern. The first being that the city showed very little plan for 7th street. That school zone congestion is not something to overlook and that burden cannot be passed to the school. That already deserves serious consideration to mitigate that issue. We are talking about elementary school kids, cars, and congestion. I have deep concerns with this. That entire roadway is also much too narrow right now.
>
> The second is that manufactured homes have a known track record of depreciating in value, while rent prices have a known track record of increasing. Let's set up the people of Great Falls with a safe and prosperous neighborhood. I'm not sure the presentation I saw convinced me of that.
>
> Thank you for your service on this council.
>
> Cannon Colegrove

Outlook

Fwd: Neighborhood Council #4

From Sandra Guynn <guynn6@gmail.com>
Date Fri 8/29/2025 10:08 AM
To Brock Cherry <bcherry@greatfallsmt.net>; Lonnie Hill <lhill@greatfallsmt.net>; Sara Reynolds <sreynolds@greatfallsmt.net>
Cc Robert Moccasin <rob.moccasin@greatfallsmt.net>

Hello everyone,
Please see a resident's comment from our Thursday, August 28, meeting.
Sandra

---------- Forwarded message ---------
From: **Sandra Guynn** <guynn6@gmail.com>
Date: Fri, Aug 29, 2025 at 10:04 AM
Subject: Re: Neighborhood Council #4
To: denise knauff <406denise@gmail.com>

Hello Denise,
Thank you for your message. I will send your comment to the Planning Department, which will include your concern in the packet they will give to the Planning Board and City Commission.

Thank you for your involvement in city government.
Sandra Guynn, Chair NC4

On Fri, Aug 29, 2025 at 9:54 AM denise knauff <406denise@gmail.com> wrote:

> Hello Sharon,
> I wanted to address a concern at the meeting, but you were not accepting any more questions.
> I wanted to add affordability to the motion, as that was a major concern also. Is there a way that it can be amended or corrected? No matter what, I feel like it needs to be documented, even though it was spoken about many times in the meeting.
> Thank you
> Denise

Sue Ashley<slashley50627@gmail.com>
Sara Reynolds
8/30/2025 4:27 pm

Here are pics of school traffic . I also saw a car flip a u in middle of 7th Ave when picking up child. Vehicles were parked on both sides of the road and also on 42a and 6 Ave no. There is pic of kids waiting on corner where city bus picks up those kids waiting . I couldn't get all pics to attach. I will continue to monitor school traffic.
I have a question about a street called Big spur Rd where employees park Its on west end of school by Highwood. I'm not sure if all of the area there it belongs to school or Highwood.   More parking is needed for picking up kids in a safe manner.   There is also a huge grassy area on east end of school fenced off from playground. Perhaps that could be an option for more parking for parents to pickup kids. It would need to be converted into parking.. (the gophers wouldn't like that ha.   Or perhaps the release time could vary for different grade level.s.A solution is needed because it is not safe for kids and drivers . Thank you so much.


Johnson
Controls

Great Falls NC-4 & City Commission 9 Blessings MHP

Morals and ethics are important. A basic moral principle is helping each other. When all project regulations and codes are passed, we still have moral obligations to protect our neighbors from projects that could detriment their lives.

Why doesn't 9 Blessings LLC buy manufactured homes for their land, and charge appropriate rents? Rents too high!

What's kept developers for the past 50+ years from building on this land? Portage Meadows?

Today's Manufactured Home Parks (MHP) are usually out of state LLC's or Private Equity Firms (PEFs). Their goals, Return on Assets (ROA) & Return on Investments (ROI), and Limit our Liabilities to profit off of citizens. They buy undesirable land, they buy and sell factory built subsidized "affordable homes", a city subsidy may be available, and they figure out how to add higher costs for home transportation, installation, electrical and plumbing hook ups, etc. to potential tentants, all for their ROA & ROI goals.

These parks are Private Property. Owners have rights to do whatever they want on their land. When they charge all costs to tenants it's called exploitation.

Tenants only have HOME personal property rights. Not owning the land is no different than owning a car, the value of the home depreciates. It's the land that increases in value not the home.

Unfortunately Tenants have limited protections. They're living on private property period.

"Affordable"

Let's say a factory built home costs $95,000, $110,000 after the ROA markup. Add other costs price is $140,000. A 8.5%, 30 year LLC/PEF mortgage monthly payment for each 120 + homes is roughly $1,100/month plus, power, insurance, etc. etc. etc. so roughly $1250. On average households spend 30% of income on housing. If earning $3000/month that's $900/month. How can $1,250/month be affordable? It's not possible!

Lastly there is foreclosure. Unfortunately my time is up. So ask any foreclosed MHP tenant.

These are some moral and ethical dilemmas' facing MHP residents today.

We opponents are not against development, just this type of development on this type of land.

Please do not support this 9 Blessings LLC Manufactured Home Park development.

Thank you!

Ron Paulick

NC4 resident

9/4/2025

To: City of Great Falls Panning and Zoning Commissioners: Michael Bicak, David Cantley, Julie Essex, Michael Goreck, Joe McMillen, Tory Mills, Jim Wingerter

From: Ron Paulick, 708 56 St So, Great Falls, MT

I have concerns regarding the proposed Nine Blessing Mobile Home Park development in Neighborhood Council 4. Overall, I am not in favor of this development. My reasons are listed below:

1. City code: 17.20.6.010 is not suitable for Manufactured homes. Manufactured are not mobile they are anchored to a slab of concrete.

2. There would be traffic safety & congestion issues impacting surrounding residents and Morning Side School children.

3. Costs to mitigate traffic problems & road improvements may be very high and not justifiable for tax revenue gained using R-10 zoning classification.

4. The soils are unsuitable for 154 manufactured homes. Local developers know and surrounding residents have experienced the moving soils in this section of NC-4.

5. Winter snow removal and rapid thawing issues may impact 154 MHP residents.

6. Excessive rain runoff from surrounding higher elevation areas may impact underground and surface infrastructures. Unknowns are risky and costly.

7. Nine Blessings LLC has not provided documents regarding park residents basic rights while living on the LLC's private land.

8. Affordable housing claims are questionable for low or moderate income households and are not substantiated by the Nine Blessing LLC.

9. I prefer good paying local developments that create lasting jobs and not a Manufactured Home development that may provide nothing lasting except higher property value for an LLC. or other business entity.

From: Cindy Newman <newmcyna@yahoo.com>
Sent: Saturday, September 6, 2025 5:48 PM
To: Jamie Nygard <jnygard@greatfallsmt.net>
Subject: Nine Blessing Mobile Home Park Development

You don't often get email from newmcyna@yahoo.com. Learn why this is important
City staff employee J Nygard,

I am a homeowner and resident in the the Highwoods Mobile home park, also in Neighborhood Council #4. I have attended the Nine Blessings Mobile Home park Development NC-4 meetings. I have attached a short informative piece, to let you know about the negative impact, Private Equity/investor landowners, have had on the lives of the residents leasing land in this park. In 2020 the private equity group, Havenpark Capital bought the Highwoods. The main difference to Nine Blessings proposal is that we residents had no say in the new ownership of the land under our homes. Most of the other negative aspects are evident though. What I found most disturbing was that so many of the questions asked, went unanswered? At the 2nd meeting, it was mentioned that lot rent would be on par with The Highwoods and Countryside Village. Both parks are owned by Havenpark Capital and since 2020 the dirt under our homes in The Highwoods, went up from $277. a month to $875! That equals about **$600 a month, instant equity** for the 500 lots in Great Falls alone. I will say that deception and misdirection is the norm for our present owners. Yes, I am wary, but this is based on our experiences and it's justified considering our homes are our major asset and our housing security is at risk.

Will you please forward this letter including the pdf's to all members on the Planning & Zoning committee before their meeting on the Nine Blessings Mobile Home Park development?

Thank you very much,

Cindy Newman
4182 Highwood Dr.
Great Falls, MT 59405

Great Falls Rising event, “Have Your Say on Labor Day” (my 3 minutes)

25 years ago my mom decided she needed to downsize anticipating the more modest means of retirement so we went together & bought a new manufactured home and leased a lot at The Highwoods. Fast forward to 2020 when Private Equity investors began buying manufactured home parks in Montana and the lives of residents who own homes in these communities has changed dramatically. What has changed in this new regime of investor owners are increased rents, and decreased maintenance and upkeep. **Nothing like** our previous mom and pop landowners who properly maintained our communities. **Just 4 years ago** you could lease a lot for your home for **$275 a month**. The new landlords **immediately raised rents,** eliminated **all** amenities, **uncoupled** utilities and charged them back as new fees. New residents now pay **$875 a month** with all the new fees.

This years legislative session was our **third appeal for** policy reform for residents with homes sitting on out-of-state, private equity, owned property. Our house bill 305 was **barely heard** before it was tabled. Montana leaders are allowing corporate profiteering, and are disregarding our pleas for policy reform. Recently a PBS reporter covering our story met with **Amy Hall** who is the Senior Housing Attorney at Montana Legal Services who said, it's easier for out-of-state investor land owners to deny services or not to be as responsive. **Hall says Montana law favors landowners**.

Montana's mobile home communities are prey for investor owners because **unlike 36 other states,** big corporate entity players **know there is NO VENUE** to dispute resolution or **guardrails** for protecting home owners. HB 305 would have created a Mobile Home Park Oversight Program to fill this needed gray area and provide **at least a venue for due process.** Testimony for this bill includes manufactured homeowners **impacted by clear violations** of the law, demonstrating that **rules are being broken yet there is no accountability** for park owners violating the rules**.** The dispute resolution program, is a forum to mediate between homeowners and landowners and can be a **fair solution to this David versus Goliath situation we find ourselves unable to win.**

To clarify, here are **actual quotes** from real estate experts -”owning a Mobile Park is currently **THE most robust form of real estate investment available today delivering large, consistent profits.** Investors find this sector appealing, as it aligns with **affordability and senior housing demand** and the benefit of not owning the dwelling itself. **It's predicted** that this park acquisition by investors will **continue to consolidate over the next five to ten years.** In some states, **60% of these parks are already investor owned!** The biggest benefit of all is the fact that **we <u>are</u> trapped,** these homes are **not mobile,** costing 10-20,000 to move, **if** they could be moved, **if** there was a place to move them to.

I will close by saying , in our communities **80%** of us are retired seniors, **7 in 10** rely on a **single, fixed incom**e and 1 in 3 have a disability. We have all the same expenses as a site built home, property taxes, homeowners insurance, maintenance and upkeep. Laws enacted in 1977 allow corporate exploitation leaving residents unprotected. Our housing security is gone. We will ask our elected officials **again**, to address **today's** problems by amending 50 year old laws. HB305, A mobile home park Dispute Resolution and Oversight program is a **fair** solution that will help ALL MT parks. A solution adopted by other states to address **today's** problems. Thank you

<u>Comparisons for monthly lot rent of Havenpark owned MHC's in Montana before Havenpark to Jan. 2025</u>

We own our homes but lease the land under our homes. Manufactured homeowners have all the sames costs as a site built home. Property taxes, homeowners insurance, upkeep and maintenance of our homes and yards. Water, sewer and trash has traditionally been part of the lot rent for all MHC's. Havenpark's business model uncouples them and charges them back as "new fees". All Amenities are also gone. For comparison purposes to pre-Havenpark rates, I used a conservative 12 month average of $50/mo. for these "new fees." I am using the NEW resident (just moved in) base lot rent plus $50 for new fees. to illustrate how these radical increases translate to instant equity appreciation for HP, while decreasing our ability to sell our major asset

<u>The Highwoods</u> 256 lots (Great Falls)

new residents. $875.....before HP $283...... increase $592 …..**209% increase each month**

<u>Countryside Village</u> 226 lots (Great Falls)

new residents. $875..... before HP $401..... increase $474.......**118 % increase each month**

<u>Golden Meadows</u> & <u>Willow Bend</u> 544 lots (Billings) plus a new addition of 276 lots = **820** lots

new residents. $920.......before HP $283......increase $637......**225% increase each month**

<u>**Meadowlark 21</u>8 lots (Billings) **<u>park with ongoing</u> <u>water problems (health advisory issued)</u>

new residents. $800.......before HP $325..... increase $475........**146% increase each month**

<u>Cherry Creek</u> 192 lots (Billings)

new residents. $800..... before HP $410..... .increase $390........**95% increase each month**

<u>Meadow Manor</u> 240 lots (Kalispell)

new residents. $1,045..... before HP $380....increase $665.......**175% increase each month**

CONCLUSION: In the first 20 years I lived in The Highwood's my lot rent was increased a **<u>total</u>** of $117 dollars or about 3-4% a year. In less than 4 years Havenpark Capital has increased our lot rent $592 or 209%. Again, for the small piece of land my home sits on. Havenpark calls it "market rates" but that is just another deception!

From: R Paulick <rkpaulick@gmail.com>
Sent: Monday, September 29, 2025 2:02 PM
To: Jamie Nygard <jnygard@greatfallsmt.net>
Subject: National News info for 10/14/25 hearing 9-Blessings mobile home park development

I am submitting two web links that address issues relating to the Mobile Home Park planned development in NC-4 district. Hopefully you do have some understanding of today's Mobile Home Parks. If not, thank you for taking your time to read these articles.

Ron Paulick, NC-4 resident

https://www.cnbc.com/2022/07/25/rents-spike-as-big-pocketed-investors-buy-mobile-home-parks.html

Rents spike as big-pocketed investors buy mobile home parks
Published Mon, Jul 25 202211:02 AM EDTUpdated Wed, Jul 27 202212:14 PM EDT

AP

ShareShare Article via FacebookShare Article via TwitterShare Article via LinkedInShare Article via Email

Key Points

- Mobile home residents are facing increased rents as institutional investors buy up their parks.
- Residents of Ridgeview Homes in upstate New York have started a rent strike.
- These residents have seen 6% increase in rent, while living conditions stay stagnant or worsen.

Sue Veal, 69, gardening at home in Rochester, NH, May 17, 2022.
The Washington Post | Getty Images

For as long as anyone can remember, rent increases rarely happened at Ridgeview Homes, a family-owned mobile home park in upstate New York.

That changed in 2018 when corporate owners took over the 65-year-old park located amid farmland and down the road from a fast food joint and grocery store about 30 miles northeast of Buffalo.

Residents, about half of whom are seniors or disabled people on fixed incomes, put up with the first two increases. They hoped the latest owner, Cook Properties, would address the bourbon-colored drinking water, sewage bubbling into their bathtubs and the pothole-filled roads.

When that didn't happen and a new lease with a 6% increase was imposed this year, they formed an association. About half the residents launched a rent strike in May, prompting Cook Properties to send out about 30 eviction notices.

"All they care about is raising the rent because they only care about the money," said Jeremy Ward, 49, who gets by on just over $1,000 a month in disability payments after his legs suffered nerve damage in a car accident.

He was recently fined $10 for using a leaf blower. "I'm disabled," he said. "You guys aren't doing your job and I get a violation?"

The plight of residents at Ridgeview is playing out nationwide as institutional investors, led by private equity firms and real estate investment trusts and sometimes funded by pension funds, swoop in to buy mobile home parks. Critics contend mortgage giants Fannie Mae and Freddie Mac are fueling the problem by backing a growing number of investor loans.

The purchases are putting residents in a bind, since most mobile homes — despite the name — cannot be moved easily or cheaply. Owners are forced to either accept unaffordable rent increases, spend thousands of dollars to move their home, or abandon it and lose tens of thousands of dollars they invested.

"These industries, including mobile home park manufacturing industry, keep touting these parks, these mobile homes, as affordable housing. But it's not affordable," said Benjamin Bellus, an assistant attorney general in Iowa, who said complaints have gone up "100-fold" since out-of-state investors started buying up parks a few years ago.

"You're putting people in a snare and a trap, where they have no ability to defend themselves," he added.

Driven by some of the strongest returns in real estate, investors have shaken up a once-sleepy sector that's home to more than 22 million mostly low-income Americans in 43,000 communities. Many aggressively promote the parks as ensuring a steady return — by repeatedly raising rent.

There's also a growing industry, featuring how-to books, webinars and even a mobile home university, that offers tips to attract small investors.

"You went from an environment where you had a local owner or manager who took care of things as they needed fixing, to where you had people who were looking at a cost-benefit analysis for how to get the penny squeezed lowest," Bellus said. "You combine it with an idea that we can just keep raising the rent, and these people can't leave."

Fort Myers Florida, Siesta Bay RV Resort, New and brokered home sales sign.
Jeff Greenberg | Universal Images Group | Getty Images

George McCarthy, president and CEO of the Lincoln Institute of Land Policy, a Cambridge, Massachusetts-based think tank, said parks containing about a fifth of mobile home lots nationwide have been purchased by institutional investors over the past eight years.

He was among those singling out Fannie Mae and Freddie Mac for guaranteeing the loans as part of a what the lending giants bill as expanding affordable housing. Since 2014, the Lincoln Institute estimates Freddie Mac alone provided $9.6 billion in financing for the purchase of more than 950 communities across 44 states.

A spokesman for Freddie Mac countered that it had purchased loans for less than 3% of the mobile home communities nationwide, and about 60% of those were refinances.

Soon after investors started buying up parks in 2015, the complaints of double-digit rent increases followed.

In Iowa, Matt Chapman, a mobile home resident at a park purchased by Utah-based Havenpark Communities, said his rent and fees had almost doubled since 2019. Iowa Legal Aid's Alex Kornya said another park purchased by Impact Communities saw rent and fees increase 87% between 2017 and 2020.

"Many of the folks living in the park were on fixed incomes, disability, Social Security, and simply were not going to be able to keep pace," said Kornya, who met with about 300 angry mobile home owners at a mega-church. "It led almost to a political awakening."

In Minnesota, park purchases by out-of-state buyers grew from 46% in 2015 to 81% in 2021, with rent increases as much as 30%, according to All Parks Alliance For Change, a state association.

U.S. Sen. Jon Tester of Montana, speaking at a Senate hearing this year, recalled tenants complaining of repeated rent increases at a Havenpark development in Great Falls. One resident, Cindy Newman, told The Associated Press her monthly rent went from $117 to nearly $400 over a year and eight months — equal to the increase over the previous 20 years.

On top of rent increases, residents complained of being inundated with fees for everything from pets to maintenance and fines for clutter and speeding — all tucked into leases that can run upwards of 50 pages.

Josh Weiss, a Havenpark spokesperson, said the company must charge prevailing market rates when it purchases a park at fair market price. That said, the company has moved since 2020 to limit its rent increases to $50-a-month.

“We understand the anxiety that any rent increase has on residents, especially those on fixed incomes,” Weiss said. “While we try to minimize the impact, the financial realities do not change.”

The mobile home industry argues the communities are the most affordable housing option, noting that average rent increases across parks nationwide were just over 4% in 2021. Spending on improvements was around 11%. Significant investments are needed, they said, to make improvements at older parks and avoid them being sold off.

“You have some people coming into the space that give us all a bad name but those are isolated examples and those practices are not common,” said Lesli Gooch, chief executive officer of the Manufactured Housing Institute, the industry’s trade association.

Both sides said the government could do more to help.

The industry wants Federal Housing Administration financing made available to residents, many of whom rely on high-interest loans to purchase homes that cost on average $81,900. They also want the U.S. Department of Housing and Urban Development to allow housing vouchers to be used for mobile homes.

Advocates for residents, including MHAction, want lawmakers to put a cap on rent or require a reason for an increase or eviction — state legislation that succeeded in Delaware this year but failed in Iowa, Colorado and Montana.

They also want Fannie Mae and Freddie Mac to stipulate in loans they back that rents remain affordable. And they support residents purchasing their communities, which started in New Hampshire and has reached almost 300 parks in 20 states.

A Freddie Mac spokesperson said it has created a new loan offering that incentivizes tenant protections and last year made those mandatory for all future mobile home community transactions.

At Ridgeview, it’s unclear how the rent strike will be resolved.

Cook, which claims to be the largest operator of mobile home parks in New York and has a slogan “Exceptional Opportunities. Exceptional Returns,” declined to comment. The company closed a $26 million private-equity fund in 2021 that purchased 12 parks in New York, but it was unclear if one of them was Ridgeview.

Residents, meanwhile, soldier on. Joyce Bayles, an 85-year-old resident has taken to mowing her own lawn because crews show up only monthly. Gerald Korb, a 78-year-old retiree, said he’s still waiting for the company to move an electric pole and transformer he fears could topple onto his home during a storm.

“I bought a place and now they are forcing all this on us,” said Korb, who stopped paying rent in protest. “They are absentee landlords is what they are.”

Correction: George McCarthy, president and CEO of the Lincoln Institute of Land Policy, said parks containing about a fifth of mobile home lots nationwide have been purchased by institutional investors over the past eight years. That statistic was incorrect in an earlier version of this Associated Press article.

From: R Paulick <rkpaulick@gmail.com>
Sent: Thursday, October 2, 2025 6:32 AM
To: Jamie Nygard <jnygard@greatfallsmt.net>
Subject: Planning/zoning board message 9-Blessing Dev.

Planning/zoning board members,

This link is very long but very informative too. I gained a better understanding of how MPH developers are trained.

Thank you for reviewing this training lecture.

Ron Paulick

https://www.mobilehomeuniversity.com/audios/the-economics-of-buying-vs-building-mobile-home-parks

THE ECONOMICS OF BUYING VS. BUILDING MOBILE HOME PARKS

With the values of existing mobile home parks getting so high, there is renewed interest in the concept of building a mobile home park from scratch vs. buying an existing mobile home park. It's an interesting topic that has been increasingly discussed in recent years due to such strong trends as affordable housing and tiny homes. In this event, we're going to review the precise economics of these two concepts, as well as hidden issues that you might not immediately realize.

If you want to learn more about buying and building mobile home parks, consider attending our Mobile Home Park Investor's Boot Camp. You'll learn how to identify, evaluate, negotiate, perform due diligence on, finance, turn-around and operate mobile home parks. The course is taught by Frank Rolfe who, with his partner Dave Reynolds, is one of the largest owners of mobile home parks in the U.S. To learn more, Click Here or call us at (855) 879-2738.

The Economics Of Buying Vs. Building Mobile Home Parks - Transcript

Welcome to the MHU.com lecture event. This is Frank Rolfe. Tonight we've got something that's new and different we've never done before, and that's a discussion of the economics, a comparison between building parks and buying parks. We're getting a lot more feedback from people these days, questions on the topic, and as you'll see, it's kind of a complicated topic, and we're going to go review it depth here.

Let's just start off with a quick history of mobile home park construction. As you probably know, if you've ever even bothered to go on Google Images and search, the industry started back in about the 1920s to 1930s kind of as a campground theory but, basically, people pulling trailers and parking them in fields, sometimes with improvement, sometimes paved.

You really can't count that as the start of the industry because there wasn't a lot of infrastructure to it. There really weren't mobile homes back then. They were more along the lines of something you pull behind a car, more like an RV than a mobile home, so I'm going to basically set the start of the industry as the 1950s. That's really when you see real mobile home parks, infrastructure, laundry buildings, clubhouses sometimes, paved roads, concrete curbs, so I think that the '50s would be the beginning of the modern era of mobile home park development.

Then, into the 1960s, suddenly, HUD got involved in the deal and, for whatever reason, folks in the government back then, and I wish they were as appreciative today, thought the industry was a really good way of creating affordable housing, so to encourage construction, they brought out some extremely attractive loan products. The parks built during that time were called the HUD parks, which actually today is a compliment if you're a HUD park, because HUD parks were designed using the government's own architects and designers.

They have nice curving streets, larger lots, very, very well built streets, loads of concrete, concrete curb, concrete pad, always had a giant clubhouse, typically two to three thousand square feet. Inside the club house, you had to have a commercial kitchen so that the residents could have communal get-togethers and meals, typically would have a pinball table, a ping-pong table, and then always a pool. You had to have a male and female commercial bathroom area. The parks were just well-known to be like battleships. They're probably overbuilt maybe as much as 100% above how thick the normal road base had to be and how thick the concrete had to be, so they're wonderful, wonderful parks.

The '60s really were kind of the golden age of parks. I'd say exhibit A to that period would be the fact that Elvis himself, the King, lived in two mobile home parks in two different movies: It Happened At The World's Fair, I think 1963, and the movie Speedway in 1968. Also, if you'll read up on it, because it to auction recently, Elvis himself lived in a mobile home on his property on Graceland. He had a kind of a weekend vacation home in part of the acreage back there, and he actually liked the mobile home product. In fact, Priscilla Presley said, before the auction recently of the old Mobile Home, that that was her favorite housing that she ever shared with Elvis. You know it was a golden age if even Elvis lived in mobile homes back in the '60s.

By the 1970s though, the window was closing rapidly. The appetites were changing. The perception of mobile home park residents were evolving. By the 1980s, it was the final last breaths of the end of construction because the whole thing was winding down. Really, what you had is you had a window from about 1950 to about 1980. There was about a 30-year window from start to finish under which mobile home parks could be built. Then you fast-forward to today and, today, no one knows the exact statistic, but kind of the industry myth is there's roughly about 10 parks built per year in the entire United States, so hardly any at all, less than one per state per year.

That kind of gives you a quick overview of the construction era, which was really the '50s, and then really ending in the '80s with the highlight being pretty much the 1960s.

Then the next question is why did it end? If the government was so supportive in the '60s, why the heck was it dead by the '80s? We think there's really three main reasons that the window ultimately ended. The first was the perceived decline in the quality of residents. Basically, nationwide, American citizens and city leaders all felt that people that lived in mobile home parks were basically undesirable, that they were just not an asset to the community, and they were not people you wanted to attract, so the first reason to die was, basically, they just didn't like the people.

The second is there was a stigma attached to mobile home parks that suddenly began to really impact property values. If you look at any zillow.com online moment, you'll see that the homes nearest the trailer park decline in value precipitously compared to those that are not. If you look a standard single-family home next to a mobile home park, and then you compare a home that's identical, same outside appearance, same age, same quality, same size, it's about 20 to 30% more, if not more than that, than the one next to the mobile home park.

Suddenly, having a mobile home park in your community did not only bring in undesirable residents, in their opinion, but also undesirable impacts on property values. That pretty much sealed the deal because, if you even proposed building a mobile home park, clearly, all the residents who would be living near it would march on City Hall with flaming torches demanding that you not vote for it. Since politicians get to be politicians by getting votes, it looked like political suicide to even propose the idea of a mobile home park.

The third reason has been hidden for the longest time. I've written articles on it and kind of exposed it, but cities still would never admit it, but you know it's true when I tell you what it is, and that is that mobile home parks are really, really bad financially for your average city, and here's why. Let's just take a mobile home park, a 100-space mobile home park in Anywhere, USA, and let's assume it's in a state like Missouri where your tax rate is 1%. Yes, I know, in some states like Texas, it's closer to three, but in most of the states the tax is closer to one.

In this example, the mobile home lot, the occupied lot, in which there is 100 of them, each occupied lot is valued at $40,000, let's say, and the mobile home that sits on it, which is personal property but it's still taxed, it's assessed at $10,000. The land, the lot, the home, the whole thing combined is assessed at $50,000, 40 for the land and 10 for the home. In Missouri, a $50,000 valuation brings the city 1%, which is $500 per year.

All right. Now you've got 100 of those things paying $500 a year, so that doesn't sound too bad, right? You're thinking that's not that inconsequential for the city, except for the problem of what that actually costs. Each kid in that park ... and let's be honest, there's a lot of kids in most mobile home parks. Each kid is costing the school district $7,000 or $8,000 in tuition. Then, on top of that, many of these people are not insured. They got to the hospital, they break their arm, they have a heart attack, and now they're popping up uninsured, which is going to cost even more money to get that fixed medically.

They are heavy users of different social programs, so the city is suddenly losing a lot of money. In fact, I would say, on a park of probably 150 lots in the right location, the city could be losing as much as $1 million a year on the mobile home park, so even though they don't want to talk about it, even if they did not impact property values, that even if the residents were deemed to be incredibly desirable, cities probably would have still shut the door down anyway.

Now, you might say, "Well, why didn't they shut the door down back in the '50s, and the '60s, and the '70s?" Well, the costs were a little different. Tuition was not so high. Competing housing prices were not as high. I mean mobile home prices back then were not far off home prices in some locales, so I think the impact really grew over time, but then I think, on top of that, what also happened was the cities just began getting a little poorer.

They suddenly had more trouble paying their bills and, as a result, they suddenly started tightening their belt and saying, "How can we cut back? What can we cut back on?" They thought, "Well, this here mobile home park, that looks like a no-brainer. Let's go ahead and get that fixed." That's kind of, I think, what happened was they just basically grew up and started doing all of this a little differently and, as a result, it dramatically changed their perception of the value in the community of having the mobile home park.

Now, if the cities suddenly find the parks undesirable on many fronts, not only the fact that citizens don't like them, but they actually are losing money with it, and that the residents are not going to be beneficial to the community, you can quickly and easily see how the window closed. Just as it had opened when cities thought and even HUD thought that this was a good idea for America and for cities, suddenly, it was no longer perceived to be a plus.

Now, on top of that, it should also be noted that the media was very much to blame for this. They were a very, very big culprit in the whole situation because they almost systematically built this image, this stereotype of mobile home park people as being undesirable, and it's simply not true. Those on the call here who own mobile home parks are fully aware that our residents get the worst wrap ever. There's probably no group that is as unfairly portrayed in the media as people who live in mobile home parks.

Even worse, now that we're more politically correct as a nation, these people still don't get a break. I mean you can just walk up to any person and use the words trailer trash or anything, and it'll be on the cover on the National Enquirer. There was an article just recently claiming that Priscilla Presley's boyfriend lived in a trailer park, and he was described in the article, I believe, as trailer trash, and yet there's no pushback. It's crazy.

A lot of the perception of the residents, I just want to go and say that here on the front end, is not the reality. The perception that they're undesirable, that they don't have much money, anyone who says that needs to go around with me for a day and tour some of these actual properties, and they'll see that our residents are no different than the single-family subdivision people down the street. Nevertheless, the damage was done by the media, and people changed their minds and, suddenly, it was undesirable.

If the window has been effectively shut, then the question is could you even build a mobile home park today? Under what circumstances could you build it? Well, this is the steps you would have to do to build one. First, you have to find land that is either already zoned for a mobile home park, or you'll have to go in and get the land rezoned. That is the hardest part because, again, as we just described, cities, counties, towns of every description are hostile to the industry. How would you even do that? How would you find land and get it properly zoned? Here's how it works. I did not know, for the longest time, how you do that.

Early on in my career, I was trying to do expansions of various mobile home parks and not getting anywhere. I would go to the zoning, and I would say, "Hey, I want to expand it," and they'd say, "Now, I don't think we'd want to do that, but if you want, you can file for a variance." That's how all these all we get ... so you say, "Okay, I want to file for a variance to build a mobile home park," so you file your variance, and you always lose. You wouldn't even get a single vote. If there's 10 people on the city council, it would be a unanimous 10-0, you lose.

On one of these cases, I just kept losing and losing, I thought of and heard from someone who said, "You know, you ought to hire someone who does this, because every developer does the same thing. They go in, and they have to get rezonings and variances, so why don't you hire one of their consultants?" All right. Well, that's an interesting idea. What if I hire a professional who's used to doing this? Maybe my odds will be better. I called some of them up and they, of course, said, "No. I would never do that," but then one guy, I think maybe just for fun, said, "Hmm. No one's ever asked me to do that before, so yeah, I'll do it. I'll give it a whirly-dirly." Okay, great.

Well, here's how the professionals do it. This tip alone is worth your time of listening to the entire lecture here, because this is how you, in today's world, get things done. What the political consultant did was he went to each person on the council behind the scenes, not up front, just behind the scenes. He got the list from the city of each council member and their contact information, and he went to them and he said, "What would I have to do to get you to approve the zoning for this mobile home park expansion? What would I have to do?"

Well, he got answers. One person said, "Hmm. You know, the only way I would vote for that expansion is if you build a fence down the frontage so that I don't have to look at your park anymore when I drive home." Next person said, "Hmm. You know, I would vote for it if you would build a really landscaped, lush entry to give it the look from the street that it's a single-family development." Each council member, as I recall there were about seven, they all had their own pet peeve, and if I could only cure the pet peeve, then they would vote for it.

Well, this was interesting because every pet peeve they had I could do. Yes, it would be more capital. Yes, it was not in the original plan. Some of it was actually beneficial to the community. Building a nice landscaped entry, well, that's actually good for the park. Suddenly, eureka, I figured out how to get these kind of things done, and that's what I did on every expansion since. You never go before the council until you have the votes. That's what the guy taught me. You never do it. If you go to the council and three of the seven said, "Yeah, I'd vote for it if you did XYZ," and the other four said, "No, I wouldn't do it," you don't proceed. You keep waiting it out. You keep working the floor until you get one of them to say, "Well, you know what? Yeah, I'd do it if you did XYZ." Now you've got the majority. That was the main lesson learned.

If you don't find land that's already zoned, you'll have to go behind the scenes and get that approval. Can you do it every time? Oh, no, not at all. We've tried many, many expansions using that same technique and crashed and burned many, many times, unable to get enough support to even do it, so that just simply won't work. At any rate, if you can get the land that is suitable, flat and buildable, has the bare bones to be built on, and you can get that variance, that permit to build and/or buy land that already is zoned, then you can make your project happen. That's really the backbone of why these things aren't being built today. It's not because you can't find land. It's not because people can't come up with the money to build it. Problem is the whole political process of getting zoning and getting variances.

Now, that being the case, don't be thinking to yourself, "Well, I know a way around that. I'll go where there's no politicians." While that may sound like the perfect world today in today's messed-up environment, doesn't work with mobile home parks because the only place you won't find any politicians or any pushback is way out in rural areas, and don't even think about doing that. Let me give you some reasons why you can't go build in a rural area. Probably the biggest problem is there's no water and sewer. That's the one reason that the city developments might work but the ... way out in the county won't. There's no water and sewer so, basically, you'll be on private water and private sewer, which is very, very expensive, very undependable, just scary stuff and very, very, very expensive.

The other problem is, even after you've done that, even after you've gone out and built the park and built your own private water and sewer system, which could cost you $1 million just for the water and sewer, nobody wants to live there because you're out in the middle of nowhere. There's just no demand. Those developments, and I've seen many built, they always end in bankruptcy. There was a very large Dallas developer, very smart Dallas development group, that went to build a mobile home park back in, I'm going to say in the late '90s to early 2000s. They tried to build it on land they owned in the city, and they got shot down, so they decided to build it on some land they owned that was way outside the city, I guess to prove a point that you can't stop them from building.

They built this giant mobile home park with its own private water and private sewer, and it sat empty for the longest time, and it finally shut down. I don't think they even got up to 20 occupied in maybe a 300-lot development, so that option's not even on the table. For the course of our discussion here, we're going to assume that you're smart enough to not to try and build one way out in the middle of nowhere, so we're talking only parks that have all the other dynamics to succeed: city water, city sewer, good location, high demand, high home prices, et cetera.

What would make you want to build one? If we say it's this challenging, there's these many issues, what would make the average investor want to build one? Well, several reasons. Number one, other mobile home parks in that area may be very, very expensive per lot. There have been parks bought and sold in California in modern times for as much as $200,000 or $300,000 per lot. Clearly, if you're in a market that's costing $200,000 or $300,000 per lot, it probably is not a really good idea to buy a park unless those numbers are corresponding to high lot rents, which normally they're not. Those highest parks bought and sold were sold on cap rates that were phenomenally low, so ... but if the cap rates are crazy and the prices are crazy high, then yes, maybe you could build the park despite the costs I'm going to be going over in a minute, and you can say that it would work.

The second thing is you could build, theoretically, in a market where there already are some trailer parks, that you could build a super modern one that has modern amenities and modern lot sizes, bigger yards, better stuff, jogging trail, that kind of stuff. That's another reason you might build is because you just can't even find ... because it doesn't exist, the quality of what you're trying to do.

Then there's also some specialty niches which we should discuss. The first one is the specialty niche of building what appears to be a subdivision. We own one of these in Bloomington, Illinois. It looks just like a subdivision because it has ground-set installations, which means the mobile homes are not up in the air like they are in a traditional mobile home park, but they're set slightly above ground level, and that gives the complete appearance as being on a slab foundation. What the interesting trick of that kind of development is you can provide that full single-family product, looks no different than the stick-built community down the street, but at a fraction of the price. The homes in our park are $60,000, and the homes down the street are $150,000. That's a specialty niche that really, really works if you're going to build from scratch.

Another one would be to build something that appeals to HUD code tiny homes. Now, the best example that comes to mind is not a new development, although it was a retrofit of an old, abandoned, screwed-up mobile home park. That's the one that Tony Hsieh, the guy that founded Zappos, did out there in Las Vegas. I've written on it in different newsletters. I've had photos of it. It's called Airstream Village, and it is a utopian community of tiny homes. He has a mixture of Airstream RVs and tiny homes in there.

Now, I would like to point out that tiny homes is a little bit of a problem right now because they really don't technically meet the law. The reason for that is that they are not HUD coded, so they're not really built for permanent residency, so therefore, they can't go in a mobile home park because they don't have the HUD seal. Instead, they often go in the RV park, but many RV parks are deed restricted against people living in them, although cities typically look the other way until you get children involved. Now they're back to the same issue we talked about of school tuition, et cetera, and suddenly, the city freaks out and says you can't have it in there.

The tiny homes I'm talking about here are HUD-coded tiny homes. Yes, they now make tiny homes that have the HUD seal on them. Most of your major manufacturers build them. They're nice. They're different. They're not like mobile homes. They're not expected to look like mobile homes and they, therefore, don't reflect the look of a mobile home. They're a whole different product.

I would think that, in many areas, particularly in the Pacific Northwest, this product would go over very well, just as developers are rebuilding these old factories into tiny micro-apartments. I'm sure you've seen those, 200-square-foot, 300-square-foot apartments that share common amenities. Some of those amenities are pretty neat. I've been in one of those micro-apartments, and they have like a food court out of a mall in them. They're actually kind of neat. There's an interesting vibe to it. There's a lot of college students and stuff in there. I could see mobile home parks having a new role in development as HUD-coded tiny home areas.

Taking it to another extreme, out in California and some other spots, they make two-story mobile homes. It's a mobile home that, on the first story, is a garage, and then the other mobile home is set on top of that. It's kind of a cross between mobile home and modular. Again, you get my point. Basically, the one reason you might build a park today is because nothing like it exists, and it's an all-new concept. In fact, it may be a gray area. Remember, the industry started out as a gray area. It's kind of like a hot rod. It's kind of like a Model A hot rod, right? The old Model A would be those trailer parks from the '30s, '40s, and '50s, and then the hot-rodders took the old trailer park and slapped a giant engine in it, and redid the seats, and put in chrome doodads, and took it to a whole new level.

The industry has been built, really, from its foundations on the ideas of morphing into something neat, or something cool, or something more in demand. I believe, probably, there's a future product in those kind of tiny home subdivisions. I could see that happen. Again, there's several reasons why you would want to build a mobile home park from scratch today.

What are the economics like when you build them? This is a topic I know well because we've done expansions. We've done them in the past. I'm sure we'll do them in the future. Here is a bare-bones rundown of what you need to know about building a mobile home park from scratch. It's not very complicated. It costs you ... and again, this is so broad-brushed, so this is a 5,000-foot elevation. This would be what you would say on a game show. The cost of building a lot in a mobile home park from scratch is roughly $15,000. $15,000 will get you the following. It will get you the street out front, a 20x20 concrete parking pad, water, sewer, power, and even gas, everything you need. About 15,000 per pad, that's expense number one.

Number two, the land itself. When I say the land, I want to also throw in, not only the land, but often land needs work. If there's any dirt work, or putting some kind of water feature into a culvert, or a box culvert or something, that's additional. When I say land, I mean land and improvement, so that's your second cost. Your third cost is called the soft costs, and that's mostly things like engineering, and permitting, and that type of item.

There's one other dreaded animal, and you better know this one or you could get in real trouble, and that's what is called tap fees. What the heck is a tap fee? Well, a tap fee is this unpleasant cost you have to pay to hook into the city's water and sewer lines. If you want to hook into water and sewer, they're not going to let you just do that. You're going to have to pay a tap fee.

How much is a tap fee? Well, in some places, it's nothing. We've done expansions in which the tap fee was zero. The city was very accommodating to growth. They encourage growth. They like to say, "We added X number of new residents, X numbers of new customers in our water and sewer," and they don't charge you much, but if you look at some towns in such states as Colorado, it may be $25,000 per lot, so think about that. Think about the tap fee being more than the entire cost of building the park per lot. That's scary, but it could even be worse.

If you get into an area like New Mexico, some parts of New Mexico, the water rights trade for more than the mobile home parks do. I looked at a park once in Las Cruces, New Mexico. This has been probably 15 years ago or so. That park, it was hard for me to figure out how to buy because what they were selling was the park with water rights, but the water rights were valued more than the park. Talk about an area most Americans are not equipped to handle. It took it beyond the mere cost of land speculation.

Some people always want to charge extra for buildable land. Picture how hard it is to plan when you're having to hedge what the cost of the water or what the water rights are worth. Obviously, that's a really, really impossible position, so ... but that's how it was. Whenever you're looking at building a park, always ask about the tap fees or any utility connection costs because we have found, over time, that can be more than the entire construction cost. There's another little item you've got to really watch out for.

That's basically the economics, $15,000 a pad, plus the cost of the land, plus the cost of improving the land, the soft costs like engineering, and then the associated tap fees, but there's one other big issue that you have to consider if you really want to build a park, whether it's a new park from scratch or even an expansion, and that is how are you going to fill the lots?

Another topic I've written about many times is the fact that modern mobile home park dealers don't finance customers. That all went away all the way back in about the year 2000 when we had the personal property meltdown. We beat the single-family industry to the punch as far as having a recession about seven years ahead of them, and what you had is what's called the Great Channel Collapse of the year 2000, '99 to 2000. It was so bloody. The end result was so significantly bad that most lenders withdrew from the market and never went back.

Today, if you want to build a mobile home park and fill it, you will have to bring in the homes to fill it. How do you bring in the homes to fill all the lots in whatever you build, whether it's an expansion or a new build? How do you do that? Well, the first one, which most people know, and we are huge users of the program, is the CASH Program through 21st Mortgage. Fantastic program if it works for your park. Greatest program of all time if it works for your park.

I won't waste a ton of time on the topic, but just the quick overview, under the CASH Program, you pick a home. It can be any manufacturer today. It used to be only Clayton. Now it can be anybody's. You bring in the home, and they pay for the home, the move, the set, the skirt, the stairs, the connections, the whole deal. Your out-of-pocket, basically, nothing or near to nothing on the home coming in. Then you have to run the ads, show the home, turn any customer who wants to buy it over to 21st. They paper them, and you can effectively fill lots for free.

However, there's still a catch. You have to pay the mortgage and the cost to put it back together, and clean it, and marketing costs if the customer runs off, because the way it works, 21st wants an uninterrupted stream of payments. You're not really personally guaranteeing the loan, technically, that's not the way it works, but you are guaranteeing to cover the shortfall, the negative when the customer vacates the home. Now, not all customers vacate the home. The loss rate right now is very, very low. Their default rate's only running 5 or 6%. Will it always remain that low? I don't know. Nobody knows. That's the CASH Program.

However, the CASH Program doesn't always work because, sometimes, your customers are not creditworthy enough or have enough down payment to be qualified by 21st Mortgage, so you have to have a plan B. Plan B for many park owners is you buy an old or used home and bring that in, and you try, once again, to do it through 21st Mortgage, this time under their Used Home Program. They'll do used homes all the way down to a $10,000 purchase price. What that gets you is a much lower down payment, much lower monthly, but yet again, they may still not qualify in some markets. If that's the case, all you can really do is bring in the home, paying it completely out of your own pocket, and then rent the home or do a rent credit on it. Those are three ways you could fill lots.

A fourth is you could fill it with RVs, but that's going to all boil down to your permit of whether the city even allows you to bring RVs into the lot. You'll be shocked that many mobile home parks in America have deed restrictions against RVs. Sometimes you have a deed restriction that only allows a certain percent of RV, like 20%, so sometimes, filling it with RVs is not an option.

Another option you have, but it doesn't happen a lot, are what are called organic move-ins. That's where a customer who already has a home hates where they're living, and they prefer your park, and you pay the cost to move them from the park they hate to your park. That's called an organic move. Those are some ways to fill lots, but hopefully what you heard from that is little risky, capital intensive. It's not the most fun thing in the world to do.

Other issues you have to think about if you want to think about building a new mobile home park or even an expansion, number one is the cost of carrying the land until you fill it up. If you build that 100-space park, and you're going to have to buy every home to fill every lot, I can guarantee you that, let's say you could only fill one lot per month. You have enough demand, enough money, enough firepower to do one a month. Well, that's going to take you eight years to fill that. Remember that, at a 10% interest rate compounding, everything doubles in seven years, so you're going to be shelling out a lot of money. You'll be feeding that property for many years until you get to break even. That's another issue is the cost of carrying the project. How much more are you going to have to put in in capital to carry it until it's self-sufficient?

Another issue to think about is the risk of building that park. When I say risk, I will remember I never felt more nervous, probably ever, than when I had to get my green tag on a 100-space expansion I did in Texas. It all sounds fine and dandy until you finally come down to where you have to apply to get the green tag and then the sign off for you to open the park up, in this case, my expansion section. Here I had plowed all that money into that expansion. I had almost $1 million into the expansion, and I had no guarantee that any of it would ever be anything that could make any money. That's what happens when you build things from scratch, so I really sweated it out getting my permit. Now, I got my green tag to open, but what would have happened if I hadn't? What would have happened if they said, "Oh, my gosh. You know what? We just realized your lots aren't big enough," or, "You're water system's no good"? That terrified me. That's another thing to think about.

Another issue is bank financing. There's almost nobody that does construction loans today, and for good reason, because since the window closed on building parks back in the '70s to '80s, who does them? Nobody ever does one, so they're completely unfamiliar with the idea, and they have the same concerns as what I'm expressing to you now.

Next one is liquidity. That means what are you going to do from the moment you build that park til you get it on up to a stabilized position, which in the industry is 80%? What are you going to do? How are you going to survive? What happens if something happens and you have to sell it off, and you're only at 40% occupancy? How can you sell it? What can you do? How can that buyer get a loan on it? That's another key worry people have.

There's another hybrid option that has much less worry, which I'm going to go over why it's easier, and that's expanding an existing park. I mean it would be easier to expand a 10-space park into a 110-space park than to build a 100-space park from scratch. Why is that? Why is it easier? Well, here are the reasons why. Number one, the park stigma's already there. People in the neighborhood already have a mobile home park there, so when politicians ponder, "Well, will it hurt my chance of being reelected?" the impact's lower because they already have a park, so the people just don't seem to have as much aggressive fervor as they do if it's something that's starting from scratch.

Also, it's a very important bargaining chip to already have the park there. How can you go to the council and say, "What do I have to do to get you to approve my expansion?" unless you have an ugly park there that they have reasons to make you want to do more with or a nice park they want you to take to even the next level? You really need that bargaining chip.

Another thing is the land choice is really easy when you're doing an expansion. You know exactly that it has to be one of the parcels of land immediately surrounding the park, so it's a lot easier on you mentally because, otherwise, you're always trying to figure out, "Should I build it here? Nah.

Maybe over here. No, wait, maybe over here." Also, you have some lower operating costs because you already have your manager for free. When you're first starting out with your ground-up development, you're going to be feeding that manager out of your pocket at the start, there's no revenue coming in to cover that, but you do an expansion, the manager's already there.

Another issue is you already have the utilities figured out. You already know that you're going to connect to your existing utilities, so there's no utility issues. Now, there still will be tap fees, so you can't get away from the tap fee monsters. You have to make sure you can handle the tap fees there.

Bank lending is easier because, when you already have the existing park, it's much easier for the bank to visualize what the heck you're doing when you say, "I want to expand the park," than it is, "I want to build a park from scratch." They can go out to the park. They could eyeball it. They could see where the streets end. You could tell them, "The streets will now extend on out into that pasture with mobile homes on either side," and they can visualize it, so the bank lending's a whole lot easier on the expansion.

Also, you have more liquidity because, again, you have an asset that people already want. If you're trying to sell a park with expansion, and you get caught midstream, and you get diagnosed with stage four cancer with a week to live, much better chance you'll be able to sell the park that exists with the expansion, which interests many people, than a greenfield development, which scares many people.

Now, what is the comparison to building a mobile home park versus buying a mobile home park? Well, it's a pretty easy formula if you really think about it. Let me just explain it here how we would look at it. If I have a 100-space existing mobile home park and current rents at $300, that's the same, in the end, as a raw piece of land that you then build 100 lots on it to rent them out at $300 a month, so it's really all about the carrying costs. If you're going to get to the same position seven years from now as where I began with my existing park, then we will be of the same value seven years from now. You'll be there with your brand-new 100-space park at 300, and I'll be there with my existing 100-space park at 300, so I guess we matched.

However, as you've already figured out, I have a carrying cost to consider. You have no carrying costs. I have massive carrying costs, so I have to load all that carrying cost in. However, as you probably also just said, wait a minute now, right, if I'm having to buy my park at 100,000 a pad, and you could build your park for 20,000 a pad, even with the carrying costs, you may come out far ahead of me. That's what it's all about. It's all about the carrying costs. That's really what it's all about.

When you're looking at building something from new or buying something existing, it's just simply a question of numbers. You build out your statement based on your assumptions of fill rate. That will tell you in the end how much money you're out of pocket into the development, and that will tell you whether you're better off buying an existing or building from scratch.

There's also some risks to consider, and I cannot emphasize these enough as someone who's built probably 200 lots of expansion and watched as people built brand new parks, which we'll go over here in a minute. These would be my top 10 risks you have to worry about. The very first risk you have is what if you don't get approved for zoning? Because they're not going to let you go the full cycle of getting the park fully zoned and permitted until you do all the engineered drawings and other items, and you've got to put up money on each of those steps. What if you end up having $40,000 in engineering and fees and stuff, and they shoot you down? That would be a very, very bad day.

That can't happen when you buy an existing because, when you buy the existing, out of pocket you'll have a phase one, and you'll have maybe some other third-party reports like an appraisal or property condition report, but nowhere near the kind of money you're going to have. On the park you're buying, you're going to do all those items after you've done most of the diligence, so you know that if you go forward and spend the money, even your phase one, that you can still buy it, but in this case, you're taking a lot of risk with no guarantee at all. You may not get it.

Number two, even if you get all of that put together, you may not get the construction loan because, again, it's a very rare animal. I can only think of one or two banks in America that I know of that would do a mobile home park construction loan. You might get everything together, and then you still can't build it because you can't get the loan, and that's a problem.

The third one I just discussed, and that's getting the permit to open it once you build it. I mean I don't understand how people who build things have the guts to do it. It just blows my mind. I mean, here in the St. Louis area, you go down to the Arch Museum in St. Louis, and what do you have? You have an arch, a 700-foot-high, stainless steel structure that they didn't know if the top piece would go in til they put it up there. Everyone was holding their breath. This was before they had laser technology, so they had done this with engineering, literally with slide rules. This was built back in the '60s, so before the computer existed, before the pocket calculator existed.

They built this mammoth object, and the way they built is they started on each side of the arch, and it went up with this gradual curvature, but then they had to bring in the very top section with a crane, and it had to exactly fit between those two spans, and they were extremely worried. If you read about it, they were freaking out because nobody knew with precision that it would fit. Absolutely terrifying to someone like me who doesn't build anything. Getting the permit, that's another scary item.

The next thing is can you fill the lots? Are your customers creditworthy? You won't know til you try. What if you try, and they're not creditworthy? That's another huge issue.

Next item, can you meet the budget in filling the lots? You say, "Yeah, I'm going to fill two lots a month like clockwork," but can you do it? You don't know til you try. What if you can't get two a month? What if you only get one a month? Will the bank shut you down? Will you miss all your targets? Will you miss the whole budget? That's another risk you have to worry about.

Next, can you hit 80% occupancy before you try and refinance again? Is that humanly achievable? Because if you can't get it up to a stabilized occupancy, it's very possible you might be stuck with it. It might be really tough, a lot of bank renegotiation issues there that'd be really, really hard. What if you get into the project and die midstream? Then what do you do? How are you going to deal with that? How do you get that financed? What happens then? You're effectively illiquid.

Now, here's one you may not have never thought of before right now, and that is what do you do with the sewer while you're filling? Because here's a problem, and I didn't know this til I built my first or second expansion. If you have a mobile home on a sewer line, the sewer line is built to assume enough water going through it to push everything downstream. Remember that sewer lines are not pressurized. They rely on gravity, and they rely on that water to basically float everything down the line, to push it down the line. If you don't have enough water pressure in the early parts of the development, there's no way to push the stuff.

I knew that I had one expansion, and we were Roto-Rootering the thing constantly, sometimes every week, and the reason was, as the Roto-Rooter man observed, we don't have enough water going through there to amount to anything so, as a result, every time someone goes to the bathroom, there's nothing to push it down the line. You take that and look at a much larger development, many fold in size, and you can see you might really be very seriously in the sewer game to a level you really had not originally anticipated.

Another problem is can you cover the negative until you hit break even? Bear in mind, when you first start the park, you're going to have a negative. You're going to have a manager and other operating costs, marketing, and tax, and everything, insurance with no revenue coming in the door. Can you handle that? Can you physically write that negative check?

Then, finally, what if your partnership blows up during that period? A lot of people buy parks or build parks using partners. You're talking a fairly long-term thing here. By the time you start the park, you fill the park, you might be in the park five years or more. What if your partnership breaks up along the way? Your health holds out, everything's fine there, but your partnership doesn't hold out. Again, you're still in an illiquid territory. Those would be the key top 10 risks I think most people would figure.

Now let's take all this data together and examine it going back to our original theme of building a park versus buying a park. Well, basically, when you add it all together, to us, buying an existing park with upside is better than building one from scratch for various reasons. It has a higher overall return, typically, not always, which we'll go over in a minute. It has less risk, that's for sure, so that one's a given. There's less risk when you buy an existing. All those risks I just went over, those all evaporate.

Definitely higher liquidity. No one would dispute that. You definitely have higher liquidity because you have an income-producing asset, and that's a lot easier to refinance or sell than a non-income-producing, and definitely easier lending. Getting a loan on a mobile home park today that's existing has been the easiest it's ever been of all time. Getting one on one that you want to build you could not say is the easiest of all time. Back in the '60s, those HUD projects were amazingly attractive, but there's no HUD construction projects today financing out there for mobile home parks.

Basically, when we look a it, we look at the existing park as being superior to the new park, but that being said, there are still some other niches, some other players that might beat that, that might actually beat the existing park. The first one is those situations where you have already-zoned land. Let me give you an example of that. I always like to give people examples as opposed to just theory. Theory is not nearly as interesting as reality.

The one I can think of that already had the zoning to be built was a park in Dallas, and here's what happened. There was somebody who apparently just perusing the world of zoning maps, and he noticed a piece of land that was zoned MH there in the Dallas metroplex, in fact, right in the city of Dallas, right in the loop, right in Dallas. It wasn't a huge parcel of land, but yet it was big enough to hold 100 lots, so there it was ready to go, already had the zoning on it. How had everyone missed it? I don't know. I guess not many mobile home park people probably ever even look at a zoning map. Not really sure why this guy was, but nevertheless, he found already-zoned land and needed nothing from the city at all.

All he had to do was meet the modern requirements of building a park, which in Dallas are not that hard. Dallas doesn't really have really rough, rough parameters to build a new park. They'd never give you the zoning to do it, so they don't have to worry about them, but it didn't have unreasonably large lots or anything in it, so he built that 100-space park. It had city water, city sewer. The demand in Dallas in really large. He filled every lot, and I think he got the project over with, as I recall, in about four years.

He was doing about two homes a month and had plenty of customers, and so that project worked. I bet if you looked at his numbers based on the four year whole, he probably did at least as well as if he had bought an existing one at a decent price, because he didn't have a whole lot of whole ... not a lot of carry on it. Project went very well and, in the end, he had a brand-new park with new PVC piping, so okay, I think that one might compete with buying an existing.

Then here's another example is someone who built a project, in fact, the name is Scott Roberts. He built a project in Austin over the last five years. In this Austin project, what he took advantage of was super high housing prices coupled with a very proactive City Hall that wanted to help affordable housing. Austin, as people are probably aware, has extremely high median home prices, extremely high apartments, but the council there is a little more proactive on social welfare issues. Some people call Austin the California of Texas, and the people there are really, really concerned and really try to figure out, "how can we help everyone out, not just the wealthy of Austin? What can we do?"

He was able to harness that energy and couple that with building a new park that's kind of like a subdivision but not a subdivision. It's truly one for manufactured homes, but nevertheless, he put that together. He's done very well with it. It's a large property. I think it's 700 lots approximately. I'm not sure of his current occupancy. I was out there a couple years ago, and he was doing pretty well with that. Again, if you look at the price of a park in Austin, and what he paid for the land, and soft costs, and building it all, he might tie or he might even be ahead. I mean I don't think there are any existing 700-space parks in Austin, so that one, again, that might have worked just as good as buying one that was new.

The third item would be buying a mobile home park in a small town in ... or building, sorry, building a mobile home park in a small town in the path of progress. Now, the example I think of here, which is not necessarily a park construction example, but you could easily see how it would happen, was the city of Frisco, Texas. Texas or the Dallas-Fort Worth area has always grown north. I knew it back when I was in the billboard business because, if you looked at all of the road studies for the area, you saw all the highways were being built north, so you knew the city was going north.

There's a city north of Dallas called Frisco that had everything. It was right in the path of all the major roads going in, very, very small town, very quaint, good schools, safe. If you had built a ... gone to Frisco back in the days when it was very, very small, and you could have pulled it off back then. Your city council in Frisco ... I know this because I approached them once for billboards. It was basically farmers. It wasn't a sophisticated crowd, and they wanted the city to grow. It didn't have a lot going on back in the day. You could have probably gotten a permit to build a mobile home park because they would have looked forward to having more people living in Frisco. If you had done that, the value of that park today would be immense.

That would be the third time that it might work to build is if you have the niche of a town that has a council that's very amenable because it's not yet super sophisticated, it's not yet super hostile, the residents are not yet super hostile, and you're able to latch on and build that right as progress comes raging towards you, then that might be another option.

One of my favorite books is a book written by Conrad Hilton. It's called The Man Who Bought the Waldorf. In the book, it follows the life of Hilton, and Hilton was a great real estate investor. I really like the book. If you've never read the book, I highly recommend, if you need a book to read, The Man Who Bought the Waldorf because what it talks about is Hilton's amazing roller coaster ride in real estate. It starts off in a small town in a little motel he owned called The Mobley. He didn't own it. His dad owned it. He worked there. He ultimately inherited it, but at any rate, so he has The Mobley, which ... I mean I've been there, and you can go there. The Chamber of Commerce of Cisco, Texas is located inside of The Mobley. It's not much to talk about.

He had this vision. He wanted to be a big-time hotel person, so his mother ... He was always talking and drawing pictures of these grand visions of big hotels. She said, "Conrad, if you want to launch big ships, you have to go where the water is deep. You got to get out of Cisco, and you got to get up into the big city and pitch your hotel plan and give it your all." Well, he does that. He goes up, and he convinces a bank in Dallas that his experience at The Mobley, this little motel in Cisco, would propel him to greatness, and the bank allows him to build the first really kind of luxury high-rise hotel in Dallas, and it goes over gangbusters. This is back in the 1920s.

He builds a few more, and then the Depression hits, and he loses everything. He then gets a job managing the hotels that he lost through foreclosure. Then, while he's doing that, he puts together an investment consortium over the years, and he goes and buys the hotels back that he already lost through foreclosure, so he gets this second shot of running the hotels. His timing was amazing. Then we go into World War II and, basically, he ... the man is so high, he's able to rent chairs in the lobby by the night. Then he just keeps buying more and more hotels using the cash flow from the hotels that he bought. His main quote from that era, his big lesson learned in the book, and I don't have the exact quote memorized, but he basically said what he learned from his life was never to build anything new, to just wait and buy it during a depression for 10 cents on the dollar.

In that same theory, when you build a park, you're basically building it new, which if you could buy a park that's on hard times to turn around, you can often buy it for less than constructions costs, even when you add in tap fees and all the other associated costs. It's a very complicated dilemma because, as you'll notice, his heirs, the Hiltons of today, they build all their hotels. They don't buy any hotels, so I'm not really sure that his quote really works. It worked for him because the midpoint of his career was the Great Depression and then working his way out of the Great Depression, and he really died before there was another Great Depression.

The Ying and the Yang of how this all fits together, cycle of life, this is what really makes the issue hard to really get a handle on of whether you should build or buy because, as you see, it's really kind of complicated. The moral of it all is will there be more attempts to develop parks going forward? The answer is very possibly. As the parks become more valuable, it makes greater pressure to want to build the new. Will you be able to get permits to build new parks in the future? Maybe, maybe if you can come out with a better product, a newer product. Maybe you can ride the wave of Uber and Lyft and people who are getting around the old taxi cab franchise laws. It's really a more complicated issue than meets the eye.

Now, when the average person calls me and says, "Hey, I want to build a park. What do you think?" I ask them, "Where's it going to go?" 9 out of 10 times they tell me, "Middle of Nowhere, Oklahoma," and I always say, "No. You never want to build a park in Middle of Nowhere, Oklahoma." If that's your strategy listening to the call, then that's not going to work for you, and it never has worked for anybody, but if you can find the key certain features that would make that project work, if you can find land that's already zoned in an area where mobile home parks that are existing are already very expensive, or areas that have extremely high housing prices coupled with city councils that are very aggressive in trying to solve a horrible housing, or small towns in the path of progress, then it might work, but it would only work in those conditions and would only work if you can meet and beat all those risks that I have laid out.

If you can pull all that off, then building a new mobile home park might work. However, for the average person, ourselves included, we prefer to buy the existing because we find the existing to be, basically, a safer form of investment. Really, if you want to hybrid them together, then the ultimate deal would be an existing mobile home park that you can buy inexpensively because there's lots of things you can fix like pushing around and submetering water, then maybe also be coupled with expansion potential.

If you've enjoyed the lecture and you want to hear more lecturing, I would urge you to come to one of our boot camps. It's my hobby. It's what I do several times a year with Brandon is basically talk about the industry and teach about it. Our next boot camp is in Chicago July 13th to 15th. It's a three-day immersion weekend where all we do is talk all things mobile home park, and we also go out in the field and evaluate mobile home parks real life in the fields. That's coming up in Chicago July 13th to 15th, so contact Brandon if you want more information on that.

Beyond that, as you know, we talk mobile home parks all the time. You can come to the Frank and Dave shows on Wednesdays. You should be receiving the newsletter, all the many things that I constantly am writing and talking about. We really appreciate everyone for taking the time to be here tonight to talk about the unusual topic, although one that has growing interest, as you can tell by the questions and people in attendance, on the concept of building mobile home parks going forward. It's an interesting topic that's always a changing playing field, and so we think it'll be something that people will be talking about much more going forward, and that's why we wanted to do it. Again, we appreciate everyone for being here at the MHU.com lecture series event on building mobile home parks.

Bowen
4124 6th Ave N
Great Falls, MT
59405

GREAT FALLS MT 594
7 OCT 2025 PM 2 L

RECEIVED
OCT 8 2025
CITY OF GREAT FALLS
COMMUNITY DEVELOPMENT

Great Falls Zoning Comm.
P.O. Box 5021
Great Falls, MT
59403

59403-502121

10/5/2025

I am opposed to the Annexation and rezoning of Lot 1, Block 1, of Portage Meadow Ranch and Mark 8 in the South 1/2 of Section 4, T20N, R4E, P.M.M., Cascade County.

My concern is the increased traffic flow in this school area.

Bernadine Bowen
4124 6th Ave. N

Great Falls DEVELOPMENT ALLIANCE MONTANA ECONOMIC DEVELOPMENT CDFI

October 6, 2025

City of Great Falls Planning Staff, Zoning Board, City Commission

Dear City of Great Falls partners:

On behalf of the Great Falls Development Alliance (GFDA) I am writing to support the annexation, zoning, and preliminary plat for the IX Blessings housing project located on 7th Avenue North in Great Falls, MT. As you know, access to housing for Great Falls residents is a top priority for the GFDA. According to the 2024 Housing Market Demand Assessment completed for Great Falls, MT by the Concord Group, Great Falls has unmet demand for **650 new units per year** until 2035 and our current production level is woefully below that number in the city. That same study highlighted demand for about 150 units of the product IX Blessings is proposing for their project. We feel that demand for all product types covered in the study has likely increased as we have not met production demand for any housing product type since the study was completed.

In addition to the substantiated demand for this product type in the Great Falls market, this product type fits well with the selected site as other potential projects have considered the site and fallen through due to the site-specific soil challenges present. In short, we feel that housing, of any type, is highest and best use of this site given its inability to support other development models. Furthermore, this use of land is beneficial to the GFDA and City's goals for infill development and the annexation of the site will help a county enclave perform better in terms of tax base and new rate payers for utilities. The mobile home parks already present in the neighborhood make this development in keeping with the look and feel of the area and a new project of this type will offer modern construction quality to the neighborhood.

GFDA is a community economic development partnership and certified Community Development Financial Institution (CDFI). We are organized as a Montana non-profit 501 (c) 3 charitable corporation. GFDA is a broad public, private, nonprofit partnership that serves the Great Falls Montana MSA and the surrounding thirteen-county rural and tribal trade area of north central Montana. Our partnership includes the City of Great Falls, Cascade County, Great Falls College MSU, Little Shell Tribe of Chippewa Indians, University of Providence, Great Falls Public Schools, Great Falls International Airport Authority, Great Falls Tourism, Great Falls Area Chamber of Commerce, NeighborWorks Great Falls, Downtown Development Partnership of Great Falls, Great Falls Association of Realtors, Homebuilders Association of Great Falls, Sweetgrass Development, Great Falls Business Improvement District, Cascade County Tavern Association, McLaughlin Research Institute, and over 130 leading local businesses and institutions who invest in our work.

Sincerely,

Jake Clark, Vice President for Business Development

GREAT FALLS DEVELOPMENT AUTHORITY INC.
THE PORTAGE BUILDING AT WEST BANK LANDING
405 3RD STREET NW, SUITE 203
GREAT FALLS, MT 59404

VIRTUAL ASSISTANT: 1-406-564-0957
FAX: 1-406-454-2995
GrowGreatFallsMontana.org

September 25, 2025

Traffic Analysis
IX Blessings Mobile Home Park Annexation

Project Description/Context: A 25 acre, 154-unit mobile home (removable manufactured homes) development has been proposed on 7th Avenue North, adjacent to and east of 42nd Street North. The surrounding neighborhood is mixed residential, including mobile homes, traditional single-family residential, duplexes, and single family residential (higher density planned unit development and attached townhomes). Morningside School is across 7th Avenue North from the west end of the subject property, and Heron Park abuts the property on the south. A high density development has been approved a third of a mile to the east, but has not yet been developed. The Siebel Soccer Complex is nearby, at the intersection of 7th Avenue North and 52nd Street North.

Existing Facilities: The following transportation facilities currently surround the subject property:

- 7th Avenue North abuts the property along the length of the north property line, and is sub-standard in width, pavement surface, and lacks drainage facilities and sidewalk.
- 42nd Street North abuts the property on the west, and is built to City standards. An asphalt trail exists on the east side of 42nd Street North, next to the subject property, but is deteriorating. There are no sidewalks or curb/gutter abutting the property on the north.
- 6th Alley North abuts the western portion of the subject on the south, and is a typical gravel surface.
- 44th Street North dead-ends into the subject property from the south.
- A striped pedestrian crossing of 7th Avenue North at 42nd Street North connects to non-compliant curb ramps.

7th Avenue North is classified as a Collector roadway with a posted speed limit of 25 mph. The school zone speed limit related to Morningside School is also 25 mph. The function of a Collector roadway is to serve shorter local trips and feed traffic from Local streets to the larger, higher-capacity Arterial roadway network. A Collector is typically a low to moderate capacity two-lane roadway, with travel speeds generally less than 35 mph. For Collectors in the Great Falls area in an urban setting, the posted speed limits are generally 25 or 30 mph. Rural Collectors usually have a slightly higher posted speed limit. 42nd Street North and other surrounding streets are classified as Local Streets, designed to carry low levels of traffic and serve adjoining uses.

42nd Street North and 7th Avenue North appear to function as a student drop-off/pick-up area for Morningside School. It appears that Morningside enrolls more out-of-area students than is typical for an elementary school due to the nature of CORE school enrollment options, and therefore there is a higher number of drop-off/pick-up vehicles during morning and evening school start and end times. Many parents park off the current pavement adjacent to the western portion of the subject property.

Morningside School Parent/Student Drop-off Behavior: The Great Falls School District provided written comment concerning potential conflict between vehicle trips generated by the proposed development and existing student drop-off areas relating to the nearby Morningside School.

Staff collected data relating to student drop-off during the morning peak-hour using the City's traffic-counting camera. The camera showed there were no student drop-offs along 7th Avenue North in the proximity of the proposed main entrance to the development. The majority of drop-offs seem to be concentrated at the intersection of 42nd Street North and 7th Avenue North.

Conclusion:

- Proximity to the school and provision of new sidewalks and an upgraded, ADA-compliant ramp at the SE corner of 42nd Street North will allow elementary school-age residents of the proposed development to easily walk to school if they attend Morningside School.
- Due to the fact that peak drop-off times for the school are between 8 and 8:30 AM and peak traffic generation for the development is before 8 AM, there is only a slight overlap in traffic generation times.
- Roadway and sidewalk improvements to 7th Avenue North that would be made by the developer would provide a safer drop-off than currently exists. Parking
- Current congestion at the intersection of 42nd Street North and 7th Avenue North appears to be directly related to student drop-off in the morning. Future discussions between the School District/Morningside School may be beneficial. However, the traffic generated by the proposed development is not anticipated to adversely affect the functionality of 7th Avenue North.

Existing Traffic Volumes: There is one regularly counted traffic volume count location in the area, and the City has taken special counts at other locations to establish baseline traffic counts. The locations of the counts are:

1) 7th Avenue North just east of 38th Street North
2) 7th Avenue North between 42nd Street North and 42A Street North
3) 7th Avenue North west of 52nd Street North
4) 6th Avenue North just west of 42nd Street North
5) 42nd Street North just south of 7th Avenue North
6) 44th Street North between 4th Avenue North and 5th Avenue North

The traffic volumes for each location are shown in **Table 1**, along with the estimated growth from the development.

Trip Generation: Future traffic can be estimated by using a vehicle "trip generation rate" based upon studies performed throughout the country and summarized in the *ITE Trip Generation Manual, 11th Ed.* Trip generation rates are based upon types of land use. In this instance, a development of this type is classified as Land Use Type 240-Mobile Home Park. This use type is described as: *"...manufactured homes that are sited and installed on permanent foundations. The mobile home park typically includes community facilities such as a recreation room, swimming pool, and laundry facilities."*

Based upon studies of similar land uses around the country, the proposed land use would be expected to generate an average of 7.12 trips per dwelling unit on a weekday, for a total estimated average of **1,097 trips per weekday**. *(Source: ITE Trip Generation Manual, 11th Ed.).*

Traffic from the proposed development during the "peak hour" – that is, the hour of the day generating the highest traffic– is expected to be generated at the rate of .65 vehicles per dwelling unit for a one-hour period in the evening. For the proposed 154 units, this equates to **100 vehicles** during the evening peak hour *(Source: ITE Trip Generation Manual, 11th Ed.)*.

Transportation Network Access and Trip Distribution: The developer has proposed four total street connections for the development, described as:

1. (Main Entrance) On the north side of the property, centrally located in alignment with 44th Street North, connecting to 7th Avenue North about halfway between 43rd Street North and 45th Street North. This access point is estimated to carry 40% of daily trips.
2. (Secondary Access 1) On the west side of the property, onto 42nd Street North in alignment with 6th Avenue North, at the existing future street curb cut. This access point is estimated to carry 20% of daily trips, with 30% going north, 35% going south, and 35% going east.
3. (Secondary Access 2) On the south side of the property, centrally located in alignment with 44th Street North, connecting to the existing 44th Street North. This access point is estimated to carry 20% of daily trips.
4. (Secondary Access 3) On the east side of the property, connecting to 7th Avenue North, east of 45th Street North. This access point is estimated to carry 20% of daily trips generated by the development, with 50% going east and 50% going west.

TABLE 1

COUNT LOCATION	DAILY VOLUME (YEAR)	PROJECTED GROWTH	PROJECTED DAILY VOLUME	PEAK HOUR VOLUME	PROJECTED GROWTH	PROJECTED PEAK HOUR VOLUME
7th Ave N (just east of 38th St)	2,208 (2025)	396	2,604	243	36	279
7th Ave N (just west of 42A St)	1,479 (2025)	363	1,842	161	33	194
7th Ave N (just west of 52nd St)	730 (2025)	363	1,093	70	33	103
6th Ave N (just west of 42nd St)	337 (2025)	77	414	66	7	73
42nd St N (just south of 7th Ave N)	577 (2025)	66	643	138	6	144
44th St N (btwn 4th and 5th Aves N)	233 (2025)	220	453	26	20	46

Note: all numbers are vehicle trips per day or vehicle trips per peak hour

Transit Service: Great Falls Transit bus service is available along 42nd Street North, abutting the west boundary of the proposed development, and may reduce vehicle trips due to its convenient proximity to the proposed development.

Recommendations/Conclusions:

Impact Upon System

- The existing street network has sufficient capacity to accommodate the traffic that would be generated by the proposed development, during both peak hour and daily trips.
- To reduce impact upon 6th Alley North abutting the south boundary of the development, direct access to the alley should be prohibited.
- Although not directly related to this proposed development, the School District may wish to work with the City to review current student drop-off/pick-up behavior and locations. For example, wider pavement widths for 7th Avenue North along the western end of the development could provide for enhanced safety for student drop-off/pick-up.

System Improvements

- Upgrading 7th Avenue North to urban standards, including width, sidewalk, landscaping, on-street parking, and curb and gutter, is necessary to accommodate the traffic to and from the development and to comply with City development standards. Similarly, 44th Street South must be upgraded and slightly extended to fully connect to the boundary of the proposed development.
- Roadways within the mobile home park should be private roads, with adequate parking and pedestrian facilities to accommodate the needs of residents and adequate width to accommodate 2-way travel.
- The extension of 44th Street South through the development as a private roadway should receive traffic calming treatment to discourage through traffic and reduce travel speeds.
- All exits from the development should be controlled with stop signs, and internal roads should receive appropriate traffic directional and control signage that ensures safe traffic movements.

Pedestrian/Bicycle Improvements

- New boulevard-style sidewalks must be installed along public streets abutting the site, and should include compliant ADA facilities.
- Pedestrian connection from the interior of the proposed development to the public rights-of-way should be constructed.
- The asphalt path along 42nd Street North must be replaced with compliant sidewalk.
- Connection to the walking path in Heron Park should be provided.
- No specific bicycle improvements are recommended.