City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
November 04, 2025
7:00 PM

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

Public participation is welcome in the following ways:

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

Meeting Decorum Statement

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

A complete copy of Rule 10 pertaining to the public participation is available on the table in the Commission Chambers and is included with the Meeting posting on the City's Website.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

MILITARY UPDATES

1. Miscellaneous Reports and announcements from Malmstrom Air Force Base.

PETITIONS AND COMMUNICATIONS

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

2. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.

5. Appointment to the Police Commission.

6. Appointments to the Housing Authority Board of Commissioners.

CITY MANAGER

7. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.

8. Minutes, October 21, 2025, City Commission Meeting.

9. Total Expenditures of $4,716,565 for the period of October 2, 2025 through October 15, 2025, to include claims over $25,000, in the amount of $3,930,547.

10. Ratify a natural gas supply contract with NorthWestern Services LLC for the period of November 1, 2025 to March 31, 2026.

11. Approve the 2025-2026 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public School District.

12. Vacate the public hearing set for November 4, 2025 on Ordinance 3280, Amending Title 15, Chapters 12 and 13 of the Official Code of the City of Great Falls (OCCGF), Pertaining to Residential Hazardous Soils, Buildings, and Construction and reset the public hearing for November 18, 2025.

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

PUBLIC HEARINGS

13. Resolution 10604, to amend Resolution 10545, modifying the existing Conditional Use Permit (CUP) for Ponderosa Solutions LLC, located at 6501 18th Avenue North, to allow for the handling of additional hazardous substances. *Action: Conduct a public hearing and adopt or deny Res. 10604. (Presented by Brock Cherry)*

14. Resolution 10610, Budget Amendment Resolution for the Park Maintenance District Fund and a request for funding from Great Falls Baseball Club, Inc and Enbar, Inc. for critical infrastructure projects at the city owned Voyager's Stadium. *Action: Conduct a public hearing and approve or*

not approve the funding request and adopt or deny Res. 10610, amending the budget for the Park Maintenance District Fund in the amount of $425,000. (Presented by Greg Doyon and Melissa Kinzler)

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

15. Ordinance 3281, A request from Nine Blessings, LLC to assign R-10 Mobile Home Park zoning to Tract 2A of COS 4970 and Lot 1, Block 1 of Portage Meadows Ranch Addition. *Action: Accept or not accept Ordinance 3281 on first reading and set or not set a public hearing for December 2, 2025. (Presented by Brock Cherry)*

CITY COMMISSION

16. Miscellaneous reports and announcements from the City Commission.

17. Commission Initiatives.

ADJOURNMENT

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

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

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

Commission Meeting Date: November 4, 2025

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item:	Appointment to the Police Commission
From:	City Manager's Office
Initiated By:	City Commission
Presented By:	City Commission
Action Requested:	Appoint one member to the Police Commission for the remainder of a three-year term.

Suggested Motion:

1. Commissioner moves:

> "I move that the City Commission appoint _____ to the Police Commission for the remainder of a three-year term through June 30, 2027."

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

Police Commission Recommendation: The Police Commission met on October 22, 2025 to review applications and make a recommendation to the City Commission. The Police Commission recommended the appointment of Alice Klundt.

Background: On July 7,2020 the City Commission appointed Morgan Kasuske to the Police Commission for a partial term through June 30, 2021, reappointed him for his first full three-year term in July 2021 and reappointed him for a second term on July 16, 2024. His current term was scheduled to run through June 30, 2027. Mr. Kasuske resigned from the Police Commission on August 27, 2025.

City staff advertised the position and received applications from: Jared Alleman, Alice Klundt, and Samara Sant. Ms. Sant later withdrew her application for consideration.

Purpose

The Police Commission reviews all Police Department applicants for police officer positions and hears disciplinary appeals for the Police Department. The Commission is composed of three members appointed by the City Commission.

Members of this commission are:

Riichard Hollis	7/1/2025 – 6/30/2028
John Hackwith	7/7/2020 – 6/30/2026
Morgan Kasuske	7/7/2020 – 6/30/2027 (Resigned 8/27/2025)

Alternatives: The Commission could choose not to appoint one of the applicants or ask staff to readvertise for other interest.

Attachments:
Applications from Alice Klundt and Jared Alleman

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

RECEIVED
SEP 2 2025
CITY MANAGER

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For:	Date of Application:
Police Commission	29 Aug 2025

Name: Jared Alleman

Home Address:	Email address:
152 Skyline Dr. NE, Great Falls, MT 59404	firefighterfren@aol.com

Home Phone:	Work Phone:	Cell Phone: 985-221-0298

Occupation:	Employer:
Security Supervisor	United States Air Force

Would your work schedule conflict with meeting dates? Yes ☑ No ☐ (If yes, please explain)

Due to working outside of local area one out of every three weeks.

Related experiences or background:

Light experience in military law enforcement as Flight Sergeant, supervising daily security and law

Educational Background:

Associate's degree in criminal justice
Bachelor's degree in security management
Master's degree in sports and health

IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:

Previous and current service activities:

Previous:
American Red Cross Disaster Action Team Member
Volunteer Firefighter

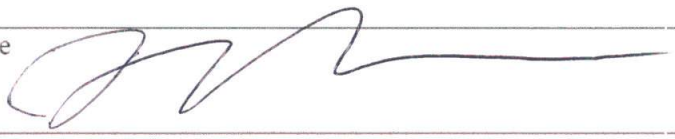
Previous and current public experience (elective or appointive):

N/A

Membership in other community organizations:

N/A

Have you ever worked for or are you currently working for the City of Great Falls? Yes ☐ No ☑ If yes, where and when?
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes ☐ No ☑ If yes, who, which department, and relationship?
Have you ever served on a City or County board? Yes ☐ No ☑ If yes, what board and when did you serve?
Are you currently serving on a Board? Yes ☐ No ☑ If yes, which board?
Are you a Qualified Elector? Yes ☑ No ☐ (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)
Please describe your interest in serving on this board/commission? Looking for a way to be more involved with the local community.
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? Due to my career field within the armed forces, over the course of the last fifteen years I have had to both be evaluated in use of force scenarios in addition to training and evaluating others.
Additional comments:

Signature 	Date: 29 AUG 25

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

Return this form to:

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P.O. Box 5021
Great Falls, MT 59403

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

Email:
kartis@greatfallsmt.net

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

RECEIVED
MAY 16 2025
CITY MANAGER

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: City of Great Falls Police Commission	Date of Application: May 13, 2025
Name: Alice L. Klundt	
Home Address: 4216 Jefferson Court	aliceklundt44@gmail.com
Home Phone: 406-868-5688	Work N/A Phone:
Cell Phone: same as home phone	
Occupation: Retired	Employer: N/A
Would your work schedule conflict with meeting dates? Yes □ No X□ (If yes, please explain)	
Related experiences or background: 38 years as a Disaster worker and also Director of Emergency Services and as a Reserve for the American Red Cross. 13 years as a substitute teacher for GFPS.	
Educational Background: High School Graduate with some college credits.	
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:	
Previous and current service activities: Secretary of St Martin de Porres Mission, Vice President of St. Judes (local charity). Former state committee woman for a political party. Former state and local president of Ladies Ancient Order of Hibernians.	
Previous and current public experience (elective or appointive): Member of Montana Disaster and Emergency Services, holds certificates of Training for Recovery Planning Exercises, Meetings for Results and basic skill in decision making and problem solving.. Certificate of Appreciation from FEMA and MT Disaster and Emergency Services for working the MT fire in August 2000. MT course Effective Communications, Advanced training in Critical Incident Stress Debriefing and post trauma syndromes. Worked with Dr Bill Taylor on 2 plane crashes, one car accident, one bus incident. On large scale disaster operations I served as Volunteer Relations Mgr., basically HR.	
Membership in other community organizations:	

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

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes □ No □X If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes □ No □X If yes, what board and when did you serve?

Are you currently serving on a Board? Yes □ No X□ If yes, which board?

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

Please describe your interest in serving on this board/commission? My son served in the Great Falls Police Department until he moved out of town. I went to his graduation from the police academy and heard about all the qualifications needed to be a good officer. I have worked for years in recruitment and retention and I believe I can be objective when working with the police. One of my nephews is a retired officer from Colorado Springs CO and another served with the Montana Highway Patrol until his passing.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I served on the State Board for the American Red Cross, and I am currently serving as chair of the Ladies Ancient Order of Hibernians grievance committee.

Additional comments:

Signature	Date:
Alice L Klundt	May 13, 2025

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

Return this form to:

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

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

Email: kartis@greatfallsmt.net

Commission Meeting Date: November 4, 2025

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item:	Appointments to the Housing Authority Board of Commissioners
From:	City Manager's Office
Initiated By:	Great Falls Housing Authority
Presented By:	City Commission
Action Requested:	Appoint two tenant members for partial two-year terms through June 30, 2026.

Suggested Motion:

1. Commissioner moves:

> "I move that the City Commission (appoint/ not appoint) Kenneth Bruno and Jewel James to the Great Falls Housing Authority Board of Commissioners as tenant members for partial two-year terms through June 30, 2026."

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

Summary: The City Commission appointed Lyle LaPree to the Board on March 16, 2021, and has been reappointed for two additional terms with the most recent term through June 30, 2026. Mr. LaPree resigned from the Board in July. Kathleen Whitaker was appointed to the Board in March of 2024 and has missed several meetings therefore she has decided to resign. Advertising was done to solicit citizen interest and applications were received from Jewel James and Kenneth Bruno.

Board Recommendation: The Board met on October 16, 2025, and recommended that the City Commission appoint Kenneth Bruno and Jewel James to the board as the tenant members through June 30, 2026.

Background: The Great Falls Housing Authority Board consists of seven commissioners appointed by the City Commission. Two commissioners must be residents of the Housing Authority properties. The Board is an independent authority responsible for setting policy for the operation and management of public housing properties, HUD Section 8 program and other affordable housing programs. The Board also serves as the loan committee for the City's Housing Rehabilitation Program. The Board is also responsible for providing safe, decent, sanitary, and affordable housing for the community's low-income residents. Tenant terms are two years and regular members are five years.

Members of the Board	Term Start Date	Term End Date
Rosalie Kiernan	5/19/2020	6/30/2030

Doug Spence	5/19/2020	6/30/2026
Rodney Blake	4/6/2021	6/30/2027
David Fink	7/17/2018	6/30/2028
Megan Farmer	7/16/2019	6/30/2029
Lyle. W. LaPree – Tenant Member	3/16/2021	6/30/2026 – Resigned
Kathleen Whitaker – Tenant Member	3/19/2024	6/30/2026 – Resigned

Alternatives: The City Commission could direct staff to re-advertise for other citizen interest.

Attachments/Exhibits:
Applications from Kenneth Bruno and Jewel James

Agenda #6.

RECEIVED
AUG 12 2025
CITY MANAGER

CITY OF GREAT FALLS MONTANA

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

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For:	Date of Application:
Tenant Commissioner	8-4-25

Name: Jewel James

Home Address:	Email address:
617 15th St. S. GF MT. 59405	indianjewels2@yahoo

Home Phone:	Work Phone:	Cell Phone:
		406-359-9358

Occupation:	Employer:
SSDI	Social Security

Would your work schedule conflict with meeting dates? Yes ☐ No ☒ (If yes, please explain)

Related experiences or background: N/A

Educational Background: Some college

IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:

Previous and current service activities: 12 step sponsor, Ministry in serving the unhoused. Peer support specalist.

Previous and current public experience (elective or appointive):

12 step programs, Soberlife, Vineyard Church

Membership in other community organizations:

Have you ever worked for or are you currently working for the City of Great Falls? Yes ☐ No ☒ If yes, where and when?
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes ☐ No ☒ If yes, who, which department, and relationship?
Have you ever served on a City or County board? Yes ☐ No ☒ If yes, what board and when did you serve?
Are you currently serving on a Board? Yes ☐ No ☒ If yes, which board?
Please describe your interest in serving on this board/commission? I am always interested in helping others and learning new areas to give my time.
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I have work for HOPEWORX serving the homeless. I have been a Sponsor and help others in their recovery. I am a certified Peer Support Specialist.
Additional comments: I just picked up my 5 year coin and still continue to help others in the community whenever possible. I love representing for others.
Signature: Jamel James — Date: 8-4-25

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

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

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For:	Date of Application: 9-16-2025
Name: Kenneth L. Bruno	
Home Address: 1736 Chowen springs Loop	Email address: ~~Kennybruno@gmail.com~~ Kennybruno2025@gmail.com
Home Phone:	Work Phone:
Cell Phone: 1-720-432-1259 phone NAME (Gloria)	
Occupation: Retired	Employer:

Would your work schedule conflict with meeting dates? Yes ☐ No ☒ (If yes, please explain)

Related experiences or background: facilitated Training Instructor.

Educational Background: GED. 1975

IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:

Previous and current service activities:

—

Previous and current public experience (elective or appointive):

—

Membership in other community organizations:

International Terditional NAtive GAmes
Research - Build - Teach games.

Have you ever worked for or are you currently working for the City of Great Falls? Yes ☐ No ☐ If yes, where and when? City forestry Early 1990s
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes ☐ No ☒ If yes, who, which department, and relationship?
Have you ever served on a City or County board? Yes ☐ No ☒ If yes, what board and when did you serve?
Are you currently serving on a Board? Yes ☐ No ☒ If yes, which board?
Please describe your interest in serving on this board/commission? Good people person Enjoy Listening & Socializing
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? Been Homeless Held good Jobs CARE for all walks of Life!!
Additional comments: Current Neighborhood here are good neighbors Know at Least 14 house holds here at Parkdale
Signature [signature] Date: 9-16-2025

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

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JOURNAL OF COMMISSION PROCEEDINGS
October 21, 2025 -- Regular City Commission Meeting
Civic Center Commission Chambers, Room 206 -- Mayor Reeves Presiding

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS:

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

Also present were City Manager Greg Doyon and Deputy City Manager Bryan Lockerby, Public Works Director Chris Gaub, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, Deputy City Attorney Rachel Taylor, Acting Fire Chief Jeremy Virts, Police Captain Doug Otto, and City Clerk Lisa Kunz.

AGENDA APPROVAL:

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:

None.

PETITIONS AND COMMUNICATIONS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

John Hubbard, City resident, inquired about the chemicals used in the City's water supply. He also noted that he had provided previous Commission members with materials from the United Nations regarding global population reduction. Additionally, Mr. Hubbard asked for the name of the Department of Revenue representative who authorized a 111% increase in property taxes.

Sherry Arey, NeighborWorks Great Falls, reported that the 24 leases in the Baatz Building have been completed with the help of City grant funding. She stated that the project went well and that residents are extremely happy in their new homes.

DRAFT

Ms. Arey also noted that NeighborWorks Great Falls is in the process of becoming a Community Development Financial Institution (CDFI). She added that Agenda Item 12 is part of the process and NeighborWorks is supportive of the Commission's adoption of Resolution 10606.

NEIGHBORHOOD COUNCILS

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

3. REAPPOINTMENT TO THE HIGH PLAINS CONSERVATION DISTRICT BOARD OF SUPERVISORS (FORMERLY CASCADE CONSERVATION DISTRICT).

Mayor Reeves reported that John Chase has served on the Board of Supervisors since February of 2003. The Executive Director, Tenlee Atchinson, submitted a letter formally requesting that Mr. Chase be reappointed for another three-year term. It is recommended that the City Commission reappoint John Chase to the High Plains Conservation District (formerly Cascade Conservation District) Board of Supervisors for a three-year term through December 31, 2028.

Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission reappoint John Chase to a three-year term through December 31, 2028, to the High Plains Conservation District Board of Supervisors.

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

Motion carried 5-0.

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon updated the Commission as follows:

- An Invitation for Bids has been issued for the sale of the City's old recreation building, with bids due by 10:00 a.m. on November 19, 2025. The City Commission set a minimum bid price of $800,000 based on an appraisal. The

DRAFT

Commission retains discretion to reject any or all bids and to accept a bid deemed in the City's best interest.

- The Great Falls Animal Shelter microchipped 38 animals yesterday at its event held at Fire Station #1 and sponsored by Horizon Credit Union.

- A water main break occurred near the Flying J Truck Stop in southwest Great Falls, nearly draining the 500,000-gallon Gore Hill water tank. City Crews worked through the weekend to repair the break and minimize disruption to the residents and businesses.

- He and Commissioners Wilson and Wolff attended the Montana League of Cities and Towns (MLCT) Conference in Billings last week, including annual meetings and breakout sessions. During the conference, the Montana Municipal Interlocal Authority (MMIA) voted to terminate its Workers Compensation program. Great Falls had previously transitioned to a different provider, resulting in cost savings. Manager Doyon also reflected on discussions at the conference regarding threats to public officials, emphasizing the importance of civility in public discourse and encouraging frustrated residents to engage constructively, including running for office or becoming more involved.

CONSENT AGENDA

6. Minutes, October 7, 2025, City Commission Meeting.

7. Total Expenditures of $6,002,216 for the period of September 11, 2025, through October 1, 2025, to include claims over $25,000, in the amount of $4,980,445.

8. Contracts List.

9. Grants List.

10. Set Public Hearing on Resolution 10610, a Budget Amendment Resolution for the Park Maintenance District Fund for November 4, 2025.

11. Ratify the Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services, retroactive from October 1, 2025, to September 30, 2027, and authorize the City Manager to execute the agreement.

12. Adopt Resolution 10606 Repealing Resolution 10043, a Resolution appointing a City of Great Falls employee as the Designated City Representative as a Member of the NeighborWorks Great Falls (Neighborhood Housing Services, Inc of Great Falls) Loan Committee.

DRAFT

13. Approve a Professional Services Agreement in the amount not to exceed $166,750 to Morrison-Maierle for engineering services for the Water Treatment Plant Sodium Hypochlorite project and authorize the City Manager to execute the agreement documents. **OF 1845.1**

14. Approve a Professional Services Agreement in the amount not to exceed $326,470 to Advanced Engineering and Environmental Services for the 2026 Water Master Plan project and authorize the City Manager to execute the agreement. **OF 1796.1**

15. Approve the purchase of one new Autocar tandem axle cab & chassis with a Heil rapid rail thirty-three-yard body for the Sanitation Division from Kois Brothers Equipment of Great Falls, Montana, through Sourcewell, for a total of $446,100.

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

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

John Hubbard, City resident, referred to Agenda Item 13 and inquired if sodium hypochlorite was added to the City's water.

Mayor Reeves responded that the City would follow up and provide the water chemical information to him.

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

Commissioner Wilson commented that she is happy to see approval of Agenda Item 13 as it is an important project for the Water Treatment Plant.

Mayor Reeves called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

16. RESOLUTION 10605, RELATING TO $2,000,000 WATER SYSTEM REVENUE BOND (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM), SERIES 2025, AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS. OF 1332.7

DRAFT

Finance Director Melissa Kinzler reported that Resolution 10605 will fund the construction contract awarded to Sletten Construction Company at the October 7, 2025, City Commission meeting, for the Water Treatment Plant Head House and Rapid Mix Vault repairs. This project has been identified as a very critical and urgent improvement needed at the Water Treatment Plant by the Public Works Department. The bond funding and capital improvement budgets are included in the FY 2026 City of Great Falls Adopted Budget under the Water Fund and are identified in the Capital and Debt portion of the proposed budget. The project has also been identified in the Water Capital Improvement Plan.

Issuing $2,000,000 in revenue bonds over 20 years at a 2.5% interest rate results in an estimated average annual debt service payment of $128,000 through Fiscal Year 2046.

Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10605.

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

Commissioner Wolff noted that the Head House was originally constructed in 1916 and is the oldest structure in the facility.

Commissioner McKenney received clarification that the yearly debt service payment will come from the operations of the water fund.

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

Motion carried 5-0.

17. RESOLUTION 10609, ESTABLISHING A SUPER TIF ADVISORY COMMITTEE FOR ALL CITY TAX INCREMENT FINANCING (TIF) DISTRICTS.

Planning and Community Development Director Brock Cherry reported that Resolution 10609 proposes the creation of a Super Tax Increment Financing (TIF) Advisory Committee to serve as the advisory body for all five of the City's TIF districts. Currently, the Downtown Development Partnership (DDP) advises the Commission on Downtown Urban Renewal TIF funds, while the Planning Advisory Board serves in that role for the other four districts. However, recent changes to state law now require a formal, City Commission–appointed advisory committee for each TIF district.

Specifically, Montana Senate Bill 3 mandates that each TIF Advisory Committee must:

- Be formally appointed by the governing body;

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- Include a representative from pertinent taxing districts, which in our case includes Cascade County and Great Falls Public Schools; and
- Have staggered terms for members.

In response, City staff evaluated several options for compliance, including modifying the Downtown Development Partnership, Planning Advisory Board, or forming multiple separate committees. After consulting with the City Manager's Office, stakeholders, and legal counsel, staff recommend the creation of a single, consolidated Super TIF Advisory Committee. This approach helps ensure:

- Full legal compliance with Senate Bill 3;
- Consistent review standards across all five TIF districts; and
- Continued input from community partners such as the DDP, Airport Advisory Board, and other affiliated groups, while preserving their operational independence.

Importantly, these groups will continue to receive notice of relevant TIF applications and may still present formal recommendations on behalf of their groups at both the Super TIF Committee and City Commission levels. This structure seeks to strike a balance between legal requirements, administrative efficiency, and inclusive community engagement.

It is likely the City will receive interest from applicants for the Super TIF Advisory Committee who currently serve on other City advisory boards or committees. In those cases, the City Commission has the authority under Resolution 10524 to authorize dual membership if it determined such appointments are appropriate.

Staff took a forward-thinking approach by opting to follow the more comprehensive provisions outlined in SB 3 pertaining to the Urban Renewal Agency and Advisory Committee. After consultation with legal staff, it was determined that an existing group, such as the DDP, could not serve as the de facto committee, as the individual members must be appointed by the City Commission and must include representation from the School District and Cascade County. He noted that the state representative that carried the bill expressed the view that the City is over complicating this issue; however, the proposed Resolution reflects the requirements set forth in the legislation as written.

Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission adopt Resolution 10609.

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

Sherrie Arey, NeighborWorks Great Falls, thanked staff for attending a DDP meeting to discuss SB 3, its implications, and the available options. She explained that the DDP was established to coordinate the strategic plan for Downtown Great Falls and is Main Street certified, emphasizing the organization's desire to maintain that independence. She noted that the DDP believes it has gone above and beyond in its management of TIF funds. The DDP hopes to still be part of the application review process. The DDP also worked hard on

the grant process, which would need to be reestablished under the new structure. The intent of those programs was to cut red tape and streamline the processes to direct funds towards critical needs. Ms. Arey concluded that the DDP hopes those programs will be reinstated through the new Super TIF Advisory Committee.

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

Commissioner McKenney noted that the Planning and Community Development Department has streamlined its processes. He inquired if adoption of Resolution 10609 would slow down the approval process for projects.

Director Cherry commented that while he believes the intent of the bill was good, not all of its consequences have been fully considered. The legislation mandates the City Commission to serve as the appointing body of this TIF committee. He doesn't believe this change will necessarily slow down the process. He explained that previously, the DDP reviewed applications for expenditures within the Downtown Urban Renewal District, while requests for other districts were reviewed by the Planning Advisory Board for recommendation. He expressed concern that the creation of this new committee will add to the department's administrative workload—time he would prefer to dedicate to fulfilling the department's mission, improving efficiency, and advancing its development functions more effectively.

Commissioner McKenney noted he saw about 1200 bills per year when he served for the Montana House of Representatives. Very few of those bills were new ideas but rather fixing existing laws. He urged staff to talk to legislators and request amendments to existing laws that do not work as intended.

Commissioner Wolff received clarification that the appointment process for this committee will be the same as all the other advisory committees, with the exception that staff will reach out to the County and the School District for a member from each of those organizations.

Commissioner Tryon inquired the intent of this legislation.

Director Cherry responded that he believes the intent was additional oversight over the expenditure and administration of taxpayer dollars. Perhaps, the bill language could have been more specific concerning the appointments and whether the governing body could appoint a separate entity to continue to serve that function. After review with legal counsel, that interpretation wasn't there.

In response to Commissioner Tryon, Director Cherry noted that he was unaware of what other groups were involved in other municipalities concerning administration of TIF funds.

Commissioner Tryon thinks having one committee reviewing all requests for all the districts is a good thing.

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Commissioner Tryon inquired if the committee would include a representative from each of the five districts, plus a representative from the School and County.

Director Cherry commented that his hope is to get a diverse group of applicants that reflect the collective TIF interests in this community. However, right now at certain times it is hard to get people to participate.

After further discussion about alternatives of having five different recommending bodies or whether to require applicants to reside within each district, Director Cherry concluded that his hope is to have a functioning body in place by the end of the year.

Commissioner Tryon inquired about conflicts of interest and received clarification that the Super TIF committee would be required to follow the Code of Ethics and would have oversight from the City's legal counsel to help ensure that people recuse themselves when appropriate.

Commissioner Wilson inquired whether appointing an individual who already serves on another board to the Super TIF Committee would set precedent.

Director Cherry responded that it depends on interest. He doesn't know if the City will receive 20 applications or three. Again, his hope is to get applicants that represent diverse interests. He will make sure to let the City Commission know if there are applicants that are members of other boards. The Commission will need to balance the concern about setting a precedent with the need to maintain a functioning body that meets state statutory requirements, allowing the City to continue administering TIF funds.

Commissioner Wilson inquired if the Commission would be appointing five members or seven members plus the County and School District members.

Director Cherry responded that it depends on interest in this committee. The five-to-seven-member language provides flexibility with the interest in the committee. An odd number of members is generally preferred when making recommendations to avoid tie voting situations.

Mayor Reeves called for the vote.

Motion carried 5-0.

18. ORDINANCE 3280, AMENDING TITLE 15, CHAPTERS 12 AND 13 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO RESIDENTIAL HAZARDOUS SOILS, BUILDINGS, AND CONSTRUCTION.

Planning and Community Development Director Brock Cherry reported that Ordinance 3280 is presented tonight for first reading. The ordinance proposes updates to City Code related to residential construction on hazardous soils.

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The ordinance introduces a more proportionate, risk-based approach to geotechnical review, in particular for smaller infill projects, while still addressing liability concerns and known soil conditions across Great Falls.

Staff recommend the Commission accept Ordinance 3280 on first reading and set the public hearing for November 4, 2025.

Commissioner Tryon moved, seconded by Commissioners McKenney and Wolff, that the City Commission accept Ordinance 3280 on first reading and set the public hearing for November 4, 2025.

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

John Hubbard, City resident, commented that an apartment building is being built across the river from Mitchell Pool that he opined is a hazardous site because the property was formerly the business of Falls Chemical.

Sherrie Arey, NeighborWorks Great Falls, commented that NeighborWorks does quite a bit of infill development. Construction staff is intrigued by this potential proposal and feel it could help move some traditional infill along faster because of the knowledge of the soils in the area. She looks forward to hearing more about this topic.

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

Commissioner Wolff noted that Westbank was built after utilizing Brownfields funds to clean up the contaminated soil. She thanked Director Cherry and staff for their work on this code change.

Commissioner Tryon clarified that the code change isn't about contaminated soil or chemicals in the soil. It is specifically about clay soils and soil types that are not conducive to building.

Director Cherry added that the ordinance pertains to residential hazardous soils and is not concerning contaminated soils.

Mayor Reeves called for the vote.

Motion carried 5-0.

CITY COMMISSION

19. APPOINTMENTS, GREAT FALLS CITIZEN'S COUNCIL.

The Commission discussed availability. Mayor Reeves and Commissioner McKenney noted availability. Commissioner Tryon commented he is available if Commissioner McKenney cannot attend the October 28, 2025, meeting.

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Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission appoint Cory Reeves and either Joe McKenney or Rick Tryon to serve on the Great Falls Citizen's Council, also known as the Council of Councils, for the October 28, 2025, meeting.

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

Motion carried 5-0.

20. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM THE CITY COMMISSION.

Commissioner Wolff acknowledged Animal Shelter Manager Laramie Smovir for receiving the Community Hero Award from the University of Montana for all the work she has done in a short period of time at the Great Falls Animal Shelter.

She also noted that Great Falls does not have a facility that is large enough to host the Montana League of Cities and Towns conference here.

21. COMMISSION INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of October 21, 2025, at 7:55 p.m.**

Motion carried 5-0.

Mayor Cory Reeves

City Clerk Lisa Kunz

Minutes Approved: November 4, 2025

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Commission Meeting Date: Nov 4th, 2025
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECKS	10/02/2025 - 10/15/2025		3,905,119.57
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	10/02/2025 - 10/15/2025		811,445.68
		SUB TOTAL: $	4,716,565.25
MUNICIPAL COURT CHECKS	10/02/2025 - 10/15/2025		
		GRAND TOTAL: $	4,716,565.25

GENERAL FUND

SPECIAL REVENUE FUNDS

COVID RECOVERY

WADSWORTH BUILDERS COMPANY INC	GFPD EVIDENCE EXPANSION PMT 19	359,077.73

LIBRARY FOUNDATION

CUSHING TERRELL	PROFESSIONAL SERVICES FOR SEPT. 2025	79,489.82

STREET DISTRICT

CAPCON LLC	CENTRAL & 3RD ST DRAIN IMPROV PH2 PMT 4 (SPLIT AMONG FUNDS)	17,776.53
UNITED MATERIALS OF GREAT FALLS	4TH AVE N ST RECON PMT 4 FINAL (SPLIT AMONG FUNDS)	82,407.57

DEBT SERVICE FUNDS

CAPITAL PROJECT FUNDS

GENERAL CAPITAL PROJECTS

WILLIAMSON FENCING	DOG YARD FENCING	54,054.00

ENTERPRISE FUNDS

WATER		
CAPCON LLC	CENTRAL & 3RD ST DRAIN IMPROV PH2 PMT 4 (SPLIT AMONG FUNDS)	351,270.05
S+S MACHINE INC	STAGE 2 PUMP #4	67,798.00
SEWER		
VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	318,988.87
VEOLIA WATER NORTH AMERICA	HAZARDOUS WASTE COLLECTION EVENT (SPLIT AMONG FUNDS)	25,797.58
STORM DRAIN		
CAPCON LLC	CENTRAL & 3RD ST DRAIN IMPROV PH2 PMT 4 (SPLIT AMONG FUNDS)	359,658.93
UNITED MATERIALS OF GREAT FALLS	4TH AVE N ST RECON PMT 4 FINAL (SPLIT AMONG FUNDS)	14,542.52
VEOLIA WATER NORTH AMERICA	HAZARDOUS WASTE COLLECTION EVENT (SPLIT AMONG FUNDS)	25,797.58
INTERNAL SERVICE FUNDS		
CENTRAL GARAGE		
JACKSON GROUP PETERBILT	ENGINE INFRAME OVERHAUL TRUCK #921	40,323.64
HEALTH & BENEFITS		
HEALTH CARE SERVICE CORPORATION	SEPT. 2025	1,092,815.21
RXBENEFITS INC	CAREMARK RX CLAIM 9.16-9.30.25	84,831.60
METROPOLITAN LIFE INSURANCE CO	SEPTEMBER 2025 DENTAL & VISION	47,287.19
CC FACILITY SERVICES		
MIDLAND IMPLEMENT CO INC	VENTRAC SIDEWALK SNOW VEHICLE	29,260.65
TRUST AND AGENCY FUNDS		
COURT TRUST MUNICIPAL COURT		
PAYROLL CLEARING		
STATE TREASURER	MONTANA TAXES	48,262.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	58,772.97
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	80,931.49
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	170,291.84

US BANK	FEDERAL TAXES, FICA & MEDICARE	264,341.18

UTILITY BILLS

HIGHPLAINS LANDFILL	LANDFILL CHARGES SEPTEMBER 2025	151,806.86
GUZMAN ENERGY	ELECTRIC SUPPLY SEPTEMBER 2025	104,963.48

CLAIMS OVER $25,000 TOTAL: $ 3,930,547.29

Commission Meeting Date: November 4, 2025

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item:	Extend a natural gas supply contract with NorthWestern Services LLC
From:	Greg Doyon, City Manager
Initiated By:	Contract with NorthWestern Services LLC expires October 31, 2025
Presented By:	Greg Doyon, City Manager
Action Requested:	Ratify natural gas supply contract with NorthWestern Services LLC

Suggested Motion:

1. Commissioner moves:

> "I move that the City Commission (ratify/not ratify) a natural gas supply contract with NorthWestern Services LLC for the period of November 1, 2025 to March 31, 2026."

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

Staff Recommendation: Staff recommends the City Commission approve an extension of the natural gas supply contract with NorthWestern Services LLC through March 31, 2026.

Background:
After notification that the City's gas supply contract was going to expire, the City Manager's Office contacted Jim Morin of PowerGas to review a proposal from NorthWestern Energy Services.

Effective July 1, 2025, EnergyWest was purchased by NorthWestern Services LLC and the contract was assigned to the new entity. In October, the City was provided with the option to extend the contract through March 31, 2026, with the same pricing. The NorthWestern group is in the process of reviewing and developing a business plan for the NorthWestern Services division and will be presenting a future proposal after the new year.

In conferring with Mr. Morin, he recommended we extend the current contract and review the contract and other potential options in early 2026.

Financial Impact:
Energy West forwarded a price offer to the City for a one year renewal term option at AECO C/NIT 7 (a), as published by the Canadian Gas Price Reporter, plus $.70/Mmbtu.

Attachments/Exhibits:
Transaction Confirmation Contract
Customer Letter from NorthWestern Services, LLC

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

NorthWestern Services, LLC

Date: October 28, 2025

Transaction Confirmation #: CofGF20251028

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated June 4, 2010. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:
NorthWestern Services, LLC.
1 1st Avenue South
Great Falls, MT 59401

Attn: Jennifer Myre
Phone: 406-791-7572
Email: Jennifer.myre@northwestern.com
Base Contract No.
Transporter: NSC
Transporter Contract Number: N/A

BUYER:
City of Great Falls (include Veolia Water & CourseCo)
P.O. Box 5021
Great Falls, MT 59403

Attn: Greg Doyon
Phone: 406-455-8450
Fax: 406-452-8048
Base Contract No. _____
Transporter: _____
Transporter Contract Number: _____

Contract Price: AECO C/NIT (7A), as published by the Canadian Gas Price Reporter, plus $0.70/ MMBtu for all volumes delivered to the sales meters.

Delivery Period: **Begin: November 1, 2025** **End: March 31, 2026**

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity):
_____ MMBtus/day
☐ EFP

Firm (Variable Quantity):
_____ MMBtus/day Minimum
_____ MMBtus/day Maximum
subject to Section 4.2. at election of
☒ Buyer or ☒ Seller
☒ Full Requirements

Interruptible:
Up to _____ MMBtus/day

Delivery Point(s): Any firm receipt point into NorthWestern Energy System

Special Conditions:

- Buyer is responsible for all regulated Tariff charges including customer service, transportation, and Distribution charges as regulated by Montana Public Service Commission.
- The charges will be based on the metered volumes.

Seller: NorthWestern Services, LLC

By: _____
Jennifer Myre

Title: Contract Analyst

Date: _____

Buyer: City of Great Falls

By: _____
Greg Doyon

Title: _____

Date: _____

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NorthWestern Energy
Delivering a Bright Future

July 9, 2025

Dear Valued Customer,

I'm writing to notify you that, effective July 1, 2025, your existing contract for the purchase and sale of natural gas with Energy West Resources, Inc. has been assigned to NorthWestern Services, LLC, doing business as NorthWestern Energy.

As you may recall, Energy West Resources previously informed you of this planned sale of its natural gas business to NorthWestern Energy, and we appreciate your timely consent to the assignment of your contract to NorthWestern Energy. This letter serves as confirmation that, as of July 1, NorthWestern Energy will assume all rights and obligations under your current agreement.

To ensure a smooth transition, we kindly request that all future payments under your contract be made payable to NorthWestern Energy and delivered to the following bank account information:

- Bank: US Bank
- Account Name: NorthWestern Services, LLC
- ABA Routing Number: 123000848
- Account Number: 153912322309
- Remittance: jennifer.myre@northwestern.com

We thank you for your continued partnership and trust. NorthWestern Energy is committed to providing reliable, high-quality service and looks forward to building on the strong relationship you established with Energy West Resources.

Should you have any questions or require further assistance, please contact me directly at 406-791-7572, Monday-Friday, 8 a.m. to 5 p.m. or email me at jennifer.myre@northwestern.com. You may also visit NorthWesternEnergy.com for more information.

Best regards,

Jennifer Myre
Contract Analyst
NorthWestern Energy
#1 First Avenue South
Great Falls MT 59404
406-791-7572

Commission Meeting Date: November 4, 2025

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item:	Great Falls Police Department, FY 2026 School Resource Officer Agreement
From:	Great Falls Police Department
Initiated By:	Captain Brian Black – Great Falls Police Department
Presented By:	Chief Jeff Newton
Action Requested:	Approve the 2025-2026 School Resource Officer Agreement

Suggested Motion:

1. Commissioner moves:

> "I move that the City Commission (approve/deny) the 2025-2026 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public School District."

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

Staff Recommendation: Staff recommends that the City Commission approve the 2025-2026 School Resource Officer Agreement.

Background: The City agrees to provide the District with five confirmed Police Officers and equipment necessary to provide SRO services. The District shall pay the City quarterly installments of $132,651.00 for a total amount of $530,604.00.

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

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

confidential sources of informal counseling for students and parents concerning problems they face, as well as providing information on community resources available to them.

Fiscal Impact: This agreement provides for 75% of the wages and any associated equipment for the five confirmed Police Officers to provide SRO services to the District. This agreement funds $530,604.00 from the District for the city's fiscal year 2026 which are made in quarterly payments to the City. The City funds $176,868.00 of the total cost of $707,472.00 to provide SRO services for 2025-2026 school year.

Alternatives: The Commission could choose to deny the Agreement. The denial of this Agreement will not allow the funding or staffing of five police officers to provide SRO services to the District and would add fiscal impact to the City to fund these officers.

Attachments/Exhibits:
2025-2026 School Resource Officer Agreement

2025-2026 SCHOOL RESOURCE OFFICER AGREEMENT

This *AGREEMENT* is made and entered into by and between the **CITY OF GREAT FALLS**, a municipal corporation of the State of Montana, 2 Park Drive South, Great Falls, Montana 59401 , (hereinafter "**City**") and the **GREAT FALLS PUBLIC SCHOOL DISTRICT NUMBER 1 AND A**, (hereinafter "**District**"), 1100 4th Street South, Great Falls, Montana 59405.

SECTION 1. PURPOSE

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

SECTION 2. TERM and PAYMENT FOR SERVICES

The term of this AGREEMENT shall begin August 25th, 2025 and end on June 5th, 2026. The parties may renew this AGREEMENT only by written agreement or addendum hereto, which must be executed by both parties.

The City does hereby agree to provide the District with five confirmed Police Officers and equipment necessary to provide SRO services. The District shall pay the City quarterly installments of $132,651.00, for a total amount of $530,604.00 as follows: Quarterly payments will be due on or before September 24th, 2025; December 31st, 2025; March 31st, 2026 and June 30th, 2026. The aforesaid charges are based on a full one-hundred eighty-seven (187) day school session and the same shall be adjusted on a pro rata basis to reflect any additional school days.

In the event that an SRO is absent from work for five consecutive instructional days, then beginning with the sixth consecutive day of absence and continuing through the absence, the Police Department may assign another officer to substitute for the SRO. Any substitute police officer taking on the role of an SRO must familiarize themselves with this document so as to operate within the bounds of this AGREEMENT. If a substitute officer is not available to the Great Falls Public School District starting on the sixth consecutive instructional day, the Great Falls Public School District payment will be pro-rated for the period of time that an officer was not available.

The parties agree that their respective employees, students and/or agents are not to be considered employees of the other party for any purpose. The parties agree to comply with all federal, state and local laws, rules and regulations, including safety rules, codes and provisions of the Montana Safety Act in Title 50, Chapter 71, of Montana Code Annotated ("MCA"). The parties, as to their own employees, shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA, and shall maintain workers' compensation coverage for all employees, except for those members who are exempted as independent contractors under the provisions of MCA § 39-71-401.

SECTION 3. INDEMNIFICATION AND INSURANCE

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

In addition, for the duration of this AGREEMENT each party shall maintain liability coverage with limits of no less than $1,500,000 per occurrence. Coverage shall be obtained from an insurance company that is duly licensed and authorized to write insurance within the state of Montana. Each party shall provide a certificate of coverage to the other party, upon reasonable request from the other party.

SECTION 4. MISSION and GOALS

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

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

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

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

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

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

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

SECTION 5. DUTIES AND RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER

A. The responsibilities of the SRO's include but are not be limited to:

1. Act as employees of the Police Department and be subject to the administration, supervision and control of the Police Department;

2. Abide with all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this AGREEMENT;

3. Work in a cooperative, proactive, problem-solving partnership with the School District to achieve the mission of maintaining a safe, healthy, and productive learning environment for students;

4. Serve as a positive role model and trusted adult for students by initiating positive student interactions and building positive relationships;

5. Work in conjunction with school administrators to prioritize understanding the potential root causes of student behaviors and finding resources and supports to address the behavior as well as the underlying factors;

6. Support the requests of the behavior or administrate team, including a school or district level threat assessment team. Provide information, documents, and/or reports for those students being assessed. Information sharing is required via MCA §§ 41-5-216 and 52-2-211. And share information with the school administrator(s) about persons and conditions that pertain to all District campus safety concerns;

7. Become familiar with and understand the School Districts student conduct and discipline policies and administrative procedures, which emphasize the use of restorative approaches to address behaviors;

8. Walk the school campus perimeter regularly to encourage students to attend class and to respond to trespassers. At the School Administrator's request, take appropriate law enforcement action against unwanted guests or trespassers who may appear at the school and school related functions, to the extent that the SRO's may do so under the authority of the law;

9. Regularly monitor police activity to assess the need to implement any safe school protocols. When necessary any SRO may call the effected school and implement the procedure. Follow up notification to the district will be made when it is safe to do so;

10. Identify students in need of positive non-law enforcement-related resources or supports for:

    i Improving problem-solving skills

    ii Controlling violent behaviors

iii Improving social skills

iv Addressing substance use or abuse

v Addressing other areas of concern

11. Enforce criminal law and protect the students, staff, and public at large against criminal activity. School authorities and the parents of any student criminally charged shall be notified as quickly as possible by the SRO's;

12. In cases where an arrest or issuing of a citation is necessary, the SRO will take any necessary action in a manner that is the least disruptive to the educational environment;

13. Except when an emergency or exigent circumstances exists, the SRO and school administrator should work together to determine when such questioning should take place in order to ensure the least amount of disruption to the learning and educational environment;

14. In the absence of exigent circumstances, if practicable, the SRO shall inform school administrators prior to or immediately following any lawful search;

15. The SRO shall not ask school administrators or other school employees to interview or search a student's person, possessions, or locker in an effort to circumvent these protections;

16. If exigent circumstances or immediate threat exists, a school administrator or SRO may question a student about criminal conduct or conduct a search of a student's person and possessions (in accordance with MCA). School administrators and SROs are prohibited from conducting strip searches of students;

17. Abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the District. The SRO's will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight;

18. Complete reports and investigate crimes and conduct follow-up investigations as assigned by the SRO supervisors;

19. Be highly visible throughout the campus, yet be unpredictable in their movements. For officer safety reasons, the SRO's shall not establish any set routine, which allows predictability in their movements and their locations;

20. Confer with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities;

21. Provide information concerning questions about law enforcement topics to students and staff;

22. Attend law enforcement agency in-service trainings as required. Reasonable attempts will be made to schedule such trainings to minimize SRO absence from school on an instructional day;

23. Attend meetings of parent and faculty groups to improve their understanding of the SRO Program and to promote awareness of law enforcement functions;

24. Be familiar with community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make recommendations to the families when appropriate;

25. Act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property;

26. Be involved in school discipline but only when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO's will assist in resolving the problem to preserve the school climate. Regarding school code violations that disrupt the school learning environment, the SRO's will take the student to a school administrator's office for discipline to be meted out by school officials;

27. Wear business casual attire with appropriate logos and/or badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department;

28. Wear Police Department authorized duty weapons in accordance with Police Department policy;

29. Not transport students in Police Department vehicles except when in the SRO's judgment, the students are victims of a crime, under arrest, or some other unique circumstances exist;

30. As soon as reasonably possible, in the event an SRO is absent from work, notify his or her supervisor in the Police Department and the principal of the school(s) to which the SRO is assigned;

31. No provision in this AGREEMENT is intended to prohibit a student from voluntarily speaking with law enforcement. Other conversations between SROs and students will be on the premise of building relationships to help develop a healthy learning environment and promote prosocial behaviors.

SECTION 6. DUTIES AND RESPONSIBILITIES OF THE SRO SERGEANT

A. In addition to the above, the responsibilities of the Police Department SRO supervisors include but are not limited to:

1. Serve as a second SRO at Great Falls High School or otherwise directed or needed;

2. Provide support for SROs as needed by visiting their school and filling in as needed;

3. Coordinate work assignments of the SRO's;

4. Ensure SRO's compliance with Police Department directives;

5. Coordinate scheduling and work hours of the SRO's (Vacation requests, sick leave, etc.). It is the intent of the parties that the SRO's duty hours shall conform to the school day as set by the District;

6. Regularly work with school administrators to address safety concerns and create safety plans for major school events such as parades, pep assemblies, graduation, and sporting games;

7. Work with the schools to make any needed adjustments to the SRO program throughout the school year;

8. Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the schools designated contact person during the evaluation process;

9. In their sole discretion, as agents of the Police Department, hire, discharge, and discipline SRO's; and

10. Serve as liaisons between the Police Department and District Administrators in order to resolve matters of mutual concern;

11. Provide statistics, reports, and information to the Executive Director's Office as needed, to include SRO year-end report;

12. Maintain regular communication with school and District administrators and GFPD Command staff throughout the year to evaluate the performance of services provided by SROs;

13. Attend all County Safety Team meetings and provide necessary information described in section 5.A.6;

SECTION 7. DUTIES AND RESPONSIBILITIES OF THE SCHOOL ADMINISTRATOR

A. The responsibilities of the School Administrator include but are not be limited to:

1. De-escalate school-based incidents whenever possible;

2. Handle routine administrative and school discipline (code of conduct) issues within the school without involving the SRO in an enforcement capacity unless the administrator determines SRO involvement is necessary to address a serious and immediate threat to the physical safety of the School District Community;

3. Notify SRO, if possible, if a student they are responding to or with whom they frequently interact has a physical or mental disability and/or has an Individual Education Program (IEP) and/or may require special consideration, treatment or accommodation;

4. Request SRO assistance in cases of criminal conduct on school campus;

5. Seek input from the SRO's regarding criminal justice problems relating to students and site security issues;

6. Notify the SRO's as soon as reasonably possible when school personnel discover weapons, drugs, alcohol, or other illegal contraband on school property. Even if the possession of the contraband is not prohibited by federal, state or local laws or regulations, if the possession of the contraband is a violation of District policy or the student handbook, the contraband may be confiscated and turned over to the SRO's to be properly secured and/or disposed of;

7. Timely notify the SRO's with the names of specific individuals who are not allowed on school property, and shall notify the SRO's of any anticipated parental problems resulting from disciplinary action taken against a student;

8. Assist with SRO-initiated investigations and actions as needed;

9. A school administrator may conduct a search of a student's person, possessions, or locker only where there is a reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope of given such suspicion;

10. Absent a real and immediate threat to an individual or public safety, a school administrator shall not ask an SRO to be present or participate in a search conducted by a school administrator;

11. Document in Silver Back Learning (MilePost) any tickets, citations, or arrests that SROs have reported. When appropriate, discuss with the SRO whether the underlying actions have any school-based ramifications;

12. Arrange meetings with the SROs as needed;

13. Invite SROs to school-site training about school code of conduct, discipline, de-escalation, and restorative practices;

14. Participate in any agreed upon data collection process to provide ongoing feedback to District, City and Police Department designees, for the purpose of improving practice and evaluating the effectiveness of District/SRO partnership;

SECTION 8. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT ADMINISTRATORS

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

1. Provide the SRO's with private, appropriately furnished office space at the assigned primary school that can be secured. This may include but is not limited to desks with drawers, chairs, filing cabinets for files and records which can be properly locked and secured, telephones and computers;

2. Provide the Police Department a list of School District points of contact to facilitate SRO partnership communication, indicate main points of contact and provide an updated list to all parties when changes to that list occur;

3. Work cooperatively with the Police Department to make any needed adjustments to the SRO Program throughout the year;

4. Work in conjunction with the SRO Supervisor to place each SRO in the school for which they are best suited. In consultation with the GFPD, the School District reserves the right to request the removal/reassignment of any SRO for any reasonable cause, after other attempts to correct the problem have been explored. The Police Department shall consider the School District's input when determining the removal or reassignment of any SRO, but the Police Department shall have the final decision concerning the removal or reassignment of any SRO;

5. Allow SRO's to view, copy and monitor the camera security system maintained by the school district as deemed necessary in the course of their official duties;

6. Allow SRO's to view records maintained by the school (Power School, Mileposts) as deemed necessary in the course of their official duties. The SRO's will maintain the same level of confidentiality with regards to school records as they would with any police records, which is dictated by Police Department policy and applicable law; and

7. Consider as hours worked under this AGREEMENT, time spent by SRO's attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO;

SECTION 9. MUTUAL OBLIGATIONS & RESPONSIBIILITIES

A. The responsibilities of both the District Administrators and Police Department are as follows:

1. The Police Department and School District are jointly responsible for selecting the schools that are served by the SROs. These decisions will be based on school need, student enrollment numbers, funding, and available Police Department staffing. While the primary placement of SROs will be at middle or high schools, each middle school SRO will also be assigned to specific elementary schools for support as needed;

2. All SROs will know the location and contact information for each of their assigned schools and be familiar with the administrators at that site. When staffing allows, SROs will have regular rotations with the assigned elementary schools for the purpose of building positive law enforcement relationships with students and the school community;

3. The Police Department and School District understand the importance of ensuring that each SRO embraces their school role, works collaboratively with school and district administrators, and understands the unique culture of their assigned school(s). Therefore, selection of SROs assigned to the SRO Program will be made through a collaborative process between the Police Department and the School District;

4. At least once annually, the Police Department Investigative Captain and School District Executive Directors should meet to discuss and review the performance of the currently assigned SROs.

SECTION 10. SRO/SCHOOL ADMINISTRATOR PROFESSIONAL DEVELOPMENT:

A. School Administrators and SROs throughout the district will attend scheduled meetings/training sessions for the purpose of:

1. Communicating and collaborating with other schools and district personnel.
2. Problem-solving and troubleshooting with colleagues across the district.
3. Asking questions about, or clarifying the roles of SRO and the administrator.
4. Sharing concerns, pitfalls, and successes as they relate to the partnership.
5. Offering feedback about various aspects of the partnership.
6. Examining and discussing best practice scenarios in various situations (both real and hypothetical).

SECTION 11. NON-DISCRIMINATION

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

SECTION 12. DEFAULT AND TERMINATION

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

SECTION 13. APPLICABILITY

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

SECTION 14. BINDING EFFECT

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

SECTION 15. AMENDMENTS

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by the persons duly authorized on the 29 day of October, 2025.

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By: J. Luke Diekhans

Print Name: J. Luke Diekhans

Print Title: Director of Business Operations

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By: Heather S. Hoyer

Print Name: Heather S. Hoyer

Print Title: Superintendent

CITY OF GREAT FALLS, MONTANA

_____

Greg Doyon, City Manager

ATTEST:

_____ (SEAL OF THE CITY)

Lisa Kunz, City Clerk

APPROVED AS TO FORM*:

By: _____

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.

Commission Meeting Date: November 4, 2025

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item:	Ordinance 3280, "An Ordinance Amending Title 15, Chapters 12 and 13 of the Official Code of the City of Great Falls (OCCGF), Pertaining to Residential Hazardous Soils, Buildings, and Construction."
From:	Planning & Community Development and Legal Departments
Initiated By:	Planning & Community Development and Legal Departments
Presented By:	Brock Cherry, Director, Planning & Community Development
Action Requested:	Vacate the public hearing scheduled for November 4, 2025, and set the public hearing for November 18, 2025

Suggested Motion:

1. Commissioner moves:

   "I move that the City Commission vacate the public hearing set for November 4, 2025 and (set/not set) the public hearing for Ordinance 3280 for November 18, 2025."

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

Staff Recommendation: Staff recommends that the City Commission vacate the hearing set for November 4, 2025, and set a new public hearing for November 18, 2025.

Staff originally prepared for a November 4, 2025, hearing date for the Commission to consider Ordinance 3280; however, the public hearing notice was not properly advertised. As such, a new hearing date must be set for November 18, 2025. Staff will properly advertise the public hearing notice.

Background: Building construction that has occurred on properties with these soil types has resulted in costly and numerous citizen complaints and lawsuits against residential builders, engineers, the City, and others. In response, the Planning and Community Development Department's Building Safety Division instituted a policy in 2008 that required a geotechnical analysis and foundation design recommendations to obtain permits for constructing new residential dwellings within the city limits. Although the policy was not popular, permit applicants were able to provide the necessary test results along with recommendations and then permits were issued without undue hardship in most cases.
Even after the new testing policies were adopted, the development community continued to experience costly litigation regarding foundations, other issues resulting from fatty or expansive clay soils, or other geotechnical issues throughout Great Falls. Some of the litigation involved cases where geo-technical analysis and reporting were provided, but the recommendations were allegedly not followed throughout

construction, and engineers may not have been present on site to ensure that the recommendations were implemented before foundations were poured.

The City was joined as a party to a number of the cases, resulting in significant attorney fees and other costs. As a result, during 2020, local engineering firms informed City staff that they were unwilling to perform residential geotechnical sampling, analysis, and foundation design recommendations, citing that the costs of litigation outweighed the benefits of providing such reports. City staff members were advised at the time that only one local engineering firm was willing to perform residential geo-technical tests or foundation design, but only if under contract to perform on-site engineering testing and inspection before foundations were poured, and typically as part of a larger subdivision project, as opposed to single, individual parcel projects.

In an attempt to facilitate residential development, City staff collaborated with the development community to engage other engineering firms licensed in the State of Montana to perform this service. In this outreach, City staff identified two firms (located in Helena and Bozeman) willing to travel to Great Falls for this service; however, each firm had an extensive work backlog. Obviously, this had a dampening effect on new housing investment. Partly because of these factors, the City is experiencing stagnation in residential single-family dwelling permit applications, while virtually every other category of construction growth is increasing significantly. The demand for all forms of housing is at an all-time high, and the City is receiving feedback that this situation is likely to continue or worsen unless alternative solutions are found.

2020 Proposal: City staff began coordinating with local engineering firms in 2020 to determine whether they would be willing to resume providing geotechnical services for residential development, provided that the City required both upfront site testing and on-site inspections before foundations were poured. Receiving a positive response, staff drafted an ordinance that would have established a uniform geotechnical review framework for all new residential dwellings. If adopted, the 2020 proposal would have, in part:

1. Provided special disclosures of Great Falls' unique soil conditions and an acknowledgment of owner responsibility;
2. Required Geologic Hazards Plans & Reports from qualified experts to identify site-specific conditions, assess adjacent property impacts, and recommend mitigation;
3. Required on-site inspections from qualified experts prior to foundation placement; and
4. Increased residential construction costs by an estimated $1,500 to $7,500 per dwelling, depending on structure type and soil conditions.

Current Proposal: While technically sound, the 2020 draft was not broadly supported by the development community and was ultimately set aside. In contrast, the newly proposed ordinance offers a more flexible approach, particularly for small-scale infill and ancillary residential projects. These revised provisions aim to reduce regulatory and financial burdens while maintaining appropriate safeguards. If adopted, the exemption provisions would, in part:

1. Allow residential infill development of up to four dwellings and qualifying accessory structures (including accessory dwellings) to proceed without a full geotechnical report when located on stable ground and within the IRC footprint;

2. Permit the use of foundation systems that have demonstrated adequate performance in similar soil conditions, without requiring a complete site evaluation, when approved by the building official;

3. Retain the City's discretion to deny exemptions where geological conditions or prior site history suggest a higher risk profile;

4. Support cost-effective housing delivery while ensuring clear roles and responsibilities by requiring applicants for exempted projects to acknowledge site conditions and standard legal disclaimers.

The proposed 2025 ordinance reflects a shift from the more rigid framework outlined in 2020, offering increased flexibility while maintaining a focus on geotechnical risk management.

After considerations of multiple factors and interests, the City Staff present the proposed Ordinance to the Commission for review. Staff believe that the proposed Ordinance may assist in ensuring that proper soil analysis, and if necessary, engineering review and inspection, reduce the litigation risk that had been present in prior years.

Other alternatives considered by Staff, but not recommended, are:

1. Enacting optional Ordinance language, which provides the substantive notification of the risks attendant to various soils in the Great Falls area and places the burden on the permit applicant and owners to educate themselves and determine their appetite for undertaking the risk of building without geo-technical consideration; or
2. Amending the OCCGF to prohibit any or minimal residential development in areas known to have high-risk soil classifications or promoting and/or incentivizing development of residential subdivisions in areas shown to be suitable, employing standard residential design and construction methods should be considered.

Industry & Public Engagement: Over the past year, staff have actively engaged with geotechnical engineers, home builders, developers, realtors, and mortgage professionals to review and refine the proposed ordinance. This outreach included two public information sessions held on August 20, which together drew approximately 30 participants. These sessions created an opportunity for industry representatives and community members to ask questions, share perspectives, and gain a clearer understanding of the ordinance's intent and process. Feedback from these discussions reflected a general level of support for the proposed ordinance.

Fiscal Impact: The proposed ordinance is budget neutral. Implementation will be managed within existing staff capacity and does not require new funding or resources. While no direct fiscal impact to the City's operating budget is anticipated, clearer and more proportionate review standards may support additional infill housing and new construction activity, contributing to long-term taxable value growth and improved use of existing infrastructure.

Concurrences: The proposal to amend City code pertaining to residential hazardous soils, buildings, and construction has been reviewed by various City Departments. Specifically, the Legal Department participated in the drafting and review of Ordinance 3280.

Attachments/Exhibits:

- Ordinance 3280
- Ordinance 3280 Exhibit A
- Residential Hazardous Soils Ordinance Handout

ORDINANCE 3280

ORDINANCE AMENDING TITLE 15, CHAPTERS 12 AND 13 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO RESIDENTIAL HAZARDOUS SOILS, BUILDINGS, AND CONSTRUCTION.

* * * * * * * * * * * *

WHEREAS, the OCCGF was established to promote public health, safety and welfare; and

WHEREAS, the City of Great Falls contains areas of expansive and compressible soils, shallow groundwater, and other geologic conditions that pose potential risks to building foundations and public infrastructure; and

WHEREAS, since 2008, the City has required geotechnical testing for new residential dwellings to mitigate these risks, which has proven technically effective but has also posed practical challenges for smaller-scale infill development; and

WHEREAS, the Planning and Community Development and Legal Departments have reviewed and proposed amendments to OCCGF Title 15 to establish a clear, proportionate, and modernized process for identifying and addressing residential geologic hazards; and

WHEREAS, the proposed amendments are intended to:

- Protect life, property, and public infrastructure from known soil hazards (§15.12.010);
- Support housing development by applying targeted, proportionate requirements for small-scale and low-risk projects; and
- Clarify roles and responsibilities for property owners, builders, and engineers (§15.12.070); and

WHEREAS, the proposed ordinance adds a new Initial Site Evaluation process to serve as a preliminary step before requiring a full Geologic Hazards Plan and Report, ensuring that evaluations are based on the best available site-specific information; and

WHEREAS, City staff conducted industry and public outreach, including public information sessions, with input from geotechnical engineers, builders, developers, realtors, and financial professionals, and received general support for the proposed revisions; and

WHEREAS, the City Commission finds that these amendments are consistent with the City's goals of encouraging safe and efficient residential development while protecting property and public investment from geotechnical risks.

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

Section 1.

That Title 15, Chapters 12 and 13 of the Official Code of the City of Great Falls (OCCGF) are hereby amended as depicted in Exhibit "A" attached hereto, which removes language indicated by strikeout and adds new language shown in bold and underline.

Section 2.

This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

APPROVED by the City Commission of the City of Great Falls, Montana, on first reading, October 21, 2025.

ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading, November 18, 2025.

_____
Cory Reeves, Mayor

Attest:

_____
Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

_____
David Dennis, City Attorney

State of Montana)
County of Cascade : ss
City of Great Falls)

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3280 on the Great Falls Civic Center posting board and the Great Falls City website.

_____
Lisa Kunz, City Clerk

(CITY SEAL)

Title 15 BUILDINGS AND CONSTRUCTION [1]

Chapter

_____

Chapter 1 - CODE ADOPTION

Chapter 2 - MOBILE HOMES

Chapter 3 - INTERNATIONAL ENERGY CONSERVATION CODE

Chapter 4 - INTERNATIONAL EXISTING BUILDING CODE

Chapter 5 - MECHANICAL CODE

Chapter 6 - PLUMBING CODE

Chapter 7 - INTERNATIONAL FUEL GAS CODE

Chapter 8 - ELECTRICAL CODE

Chapter 9 - FIRE CODE

Chapter 10 - SCREENING

Chapter 11 - DESIGN PROFESSIONALS

Chapter 12 - ~~APPLICABILITY~~ **RESIDENTIAL GEOLOGIC HAZARDS**

Chapter 13 – APPLICABILITY

Chapter 12 RESIDENTIAL GEOLOGIC HAZARDS

Sections:

15.12.010 Purpose and Intent.

15.12.020 Applicability and Exemptions.

15.12.030 Geologic Hazards Plan and Report.

15.12.040 Geologic Hazards Mitigation Measures.

15.12.050 Geologic Hazard Plan and Report Review Procedures.

15.12.060 Exemptions.

15.12.070 Responsibility and Liability for Geologic Hazards.

15.12.010 - Purpose and Intent.

1. **The requirements and procedures in this Chapter support public and community goals, including economic development, tax base growth, downtown and neighborhood revitalization, housing near jobs and services, cost-effective use of municipal services, and reduced public costs, as compared to sprawl, while recognizing qualities of residential construction that are particular to Great Falls. The intent of this Chapter is to support the public interests of encouraging small-scale infill development by providing clear procedures for evaluating geologic hazard risks, consistent with the City's role in promoting sound land use and efficient use of existing infrastructure, reducing construction barriers, and incentivizing quality infill. Nothing in this Chapter shall be construed as a guarantee, warranty, or individualized assurance of specific site suitability or absence of geologic hazards.**

2. **Property within the City of Great Falls has areas that are susceptible to one or more geologic hazards occurring either on or affected by the property, which is proposed to be developed. A list of common geologic hazards found in Great Falls includes, but is not limited to:**

    a. **Expansive soil and/or bedrock;**
    b. **Compressible soil;**
    c. **Hydro collapsible soil;**
    d. **Unstable/unsuitable fill;**
    e. **Shallow groundwater, springs, seeps, and/or artesian groundwater;**
    f. **Flood prone areas;**
    g. **Subsidence potential;**
    h. **Problems caused by features or conditions on adjacent properties;**
    i. **Unstable or potential unstable slopes/landslide areas;**

j. Highly erodible soils/soil erosion/deposition;
k. Rock fall/sliding debris from upslope areas;
l. Upturned or steeply sloping/dipping bedrock;
m. Radon;
n. Other geologic, topographic, regional or location problems;

3. Geologic hazards can be interrelated and complex and evaluation of geologic hazards can require comprehensive review and analysis. Residential development within the City of Great Falls should consider geologic hazards and consult maps or other information to conduct an initial review of site hazards prior to site development.

4. Recognition of these hazards must be acknowledged by those intending to develop residential property within the City of Great Falls, in order to allow those developing property to minimize losses due to geologic conditions in the City, and to:

a. Protect human life, safety, and property;
b. Minimize damage to private property;
c. Minimize damage to public facilities, infrastructure, and utilities;
d. Provide flexible approaches to evaluating geologic hazards risk;
e. Reduce the amount of effort and expenditures associated with response, cleanup, and repair following a geologic hazard event;
f. Educate the public about the potential risks associated with geologic hazards in Great Falls;
g. Require applicants who desire to develop residential property in the City to evaluate, mitigate as necessary, and be responsible for geologic hazards related to the property to be developed; and
h. Require applicants to comply with requirements in the International Building Code (IBC) and International Residential Code (IRC), as applicable.

15.12.020 - Applicability and Exemptions.

1. Applicability of Initial Site Evaluation and/or Geologic Hazards Plan and Report. Unless exempted, as provided in 15.12.060, this Chapter shall apply to any of the following activities or scenarios:

a. Any residential building permit or property improvement permit for the construction of a new habitable building that is located on a permanent foundation;
b. Any residential Major or Minor Subdivisions as defined in Chapter 8 of Title 17;

c. Any application for residential development or redevelopment on any property with slopes exceeding seventeen (17) percent within the limits of disturbance; or

d. Any application for residential development on any property that has evidence of conditions listed in 15.12.010.

2. The Planning and Community Development Director or their designee may, at the Director's discretion, have any Initial Site Evaluation or Geologic Hazards Plan and Report reviewed by an independent qualified professional. This separate review shall supplement an Initial Site Evaluation, any Geologic Hazards Plan and Report, and the City's review, and will be considered by the City in making a final determination on the associated land developmental proposal. The cost of having an independent review and analysis of geological hazard evaluation reports shall be borne by the developer, builder or property owner (collectively referred to as developer).

3. Initial Site Evaluation.

a. For all residential development to which this Chapter applies, an Initial Site Evaluation shall be performed by a qualified geotechnical engineer. The cost of having an Initial Site Evaluation shall be borne by the developer.

b. An Initial Site Evaluation is a limited geotechnical assessment to determine whether geologic hazards are suspected at the site or not from which a general assessment of property conditions can be made regarding the potential applicability of use of the IRC (with regard to structure foundations). Conditions found by the Initial Site Evaluation may require more extensive geotechnical engineering involvement and foundation design in accordance with the IBC.

c. The Initial Site Evaluation must, at a minimum, contain the following:

i. A project description that presents the overall proposed project details including the size, location and planned structures of the project and the existing and proposed land uses;

ii. A soil and rock profile log from at least one boring location at the approximate center of proposed construction that presents:

1. A detailed log of subsurface materials including depths and material types (classified per the USCS classification system and standard geotechnical engineering terminology) of all soils (and rocks) encountered; and

2. Geotechnical concerns, including but not limited to the presence of expansive soils or rocks, collapsible soils, high groundwater conditions, highly compressible soils, presence of liquefiable soils, slope stability concerns, other geotechnical conditions, or other hazards set forth in 15.12.010, that warrant additional geotechnical investigation, defined in this Chapter as a Geologic

Hazards Plan and Report, in accordance with applicable sections of the IBC for the proposed development.

iii. Boring locations for the soil and rock profile log must be obtained at a minimum investigated depth of 20 feet or 10 feet below anticipated footing depth, whichever is greater, unless five (5) or more feet of sandstone or other non-swell prone bedrock is encountered at or below foundation depth;

iv. Standard split spoon samples should be obtained in a maximum five (5) foot intervals, or more closely spaced at the discretion of the qualified professional geotechnical engineer;

v. Laboratory testing is required for all major clay soils and clayey rock types, low density sand materials, soft clay soils, etc (for the purpose of quantifying swell, collapse, and settlement stress strain behavior) as defined under the IRC to determine whether investigation, design, and construction can proceed within the IRC or whether IBC requirements are to be used.;

vi. In addition to, or in lieu of the testing outlined in IRC, alternative testing such as ASTM D2435, Standard Test Methods for One-Dimensional Consolidation Properties of Soils Using Incremental Loading, with appropriate swell test assessment may be used, at the professional discretion of the geotechnical engineer; and

vii. An acknowledgment that a full Geologic Hazards Plan and Report, described later in this Chapter, may be the most comprehensive analysis of the soil conditions on the property and that the developer accepts all responsibility and liability for relying upon an Initial Site Evaluation, if allowed by this Chapter, versus a full Geologic Hazards Plan and Report.

d. Any developer wishing to conduct residential development to which this Chapter applies, may waive the Initial Site Evaluation and proceed to obtain a Geologic Hazards Plan and Report, as described in this Chapter.

15.12.030 - Geologic Hazards Plan and Report.

1. The purpose of the Geologic Hazards Plan and Report is to:

a. Identify the geologic hazards affecting the development site;
b. Assess proposed development that could pose a more significant geologic hazard impact;
c. Analyze potential geologic hazard impacts the proposed development could have on surrounding properties or public facilities;
d. Identify appropriate mitigation measures that shall be employed to reduce or avoid the identified hazards to acceptable levels so that development may proceed;

e. Require on-site monitoring and assessment by a qualified professional geotechnical or structural engineer during the project;
f. Recommend areas that are not suitable for the proposed development or that pose unacceptable risks for development; and
g. Include the requirements or reporting pursuant to the IBC and IRC, as applicable.

2. Geologic Hazards Analysis. A Geologic Hazards Plan and Report, when required, shall be prepared by a qualified professional geotechnical engineer and in some cases, a qualified, professional structural engineer. The Geologic Hazards Plan and Report shall address the topics listed in this section, where applicable. The level of detail and emphasis may vary due to specific geologic conditions or hazard risks of the site or the scale and type of proposed development activity.

a. General Project Description and Certification.

i. A project description shall be included that presents the overall proposed project details including the size and location of the project and the existing and proposed land uses.
ii. The qualified professional geotechnical or structural engineer preparing or certifying the Plan and Report shall apply the engineer's professional seal and sign the Plan and Report.

b. Conclusions and Recommendations. The Geologic Hazard Plan and Report shall address the following:

i. Whether the intended use of the land is compatible with any identified or potential geologic hazards or constraints;

ii. The development of mitigation procedures or design changes necessary to minimize or abate any hazardous condition, if such mitigation or design change is possible. Each hazardous condition requires a recommendation, which may be a recommendation that the conditions are too severe to warrant development;

iii. The long-term stability and safety of the proposed project. Discuss the critical planning and construction aspects of the development, including the suitability of using irrigated landscaping, the stability of earth materials, the appropriateness of the proposed grading plans, the need for selective location of project facilities, and the static and dynamic parameters for the design of structures; as applicable;

iv. Include the reporting requirements in the IBC and IRC, as applicable;

v. Identify that qualified geotechnical or structural engineer, that will be

on site, monitoring, and assessing development to ensure compliance with conclusions, recommendations and mitigation measures; and

vi. The report/plan should address rational and quantified estimates of soil structure interaction, including, but not limited to swell/heave, settlement, collapse, subsidence, and landslide/lateral movement potential and estimates of total and differential movement associated with these possible modes of movement. Testing and analysis should include consideration of current and probable future impacts of subgrade moistening and associated impacts on structures, foundations, and earth. The report should address recommendations/alternatives that will limit structure movement to within typically acceptable ranges.

vii. Clearly state the geologic basis for all conclusions.

15.12.040 – Geologic Hazards Mitigation Measures.

In cases where geologic hazards are identified, appropriate mitigation measures shall be required in conjunction with the approval of the project, if approval is recommended. Such mitigation measures may include, but are not limited to:

1. **Changes to the proposed land use configuration;**
2. **Changes to the location of proposed structures;**
3. **Modification of land use types;**
4. **Modification of lot boundaries or building envelopes;**
5. **Special foundation designs and/or over-excavation;**
6. **Mitigation of rock fall and/or debris flow;**
7. **Grading, drainage, and erosion controls;**
8. **Geotechnical engineering solutions;**
9. **Limitations on irrigated landscapes; and**
10. **Recommended areas that are not suitable for the proposed development or that pose unacceptable risks for development.**

15.12.050 – Geologic Hazard Plan and Report Review Procedures.

1. **The Geologic Hazard Plan and Report shall be reviewed by the Planning and Community Director, City Engineer and/or their designee(s), as part of the review of the land development application. The City's review shall determine whether the findings, conclusions, and recommendations of the Geologic Hazard Plan and Report have been incorporated into the design of the Major or Minor Development Plan, Subdivision Plat, Drainage and Erosion Control Plan, Grading Plan, and public improvement construction drawings, or other required documents. If the City review determines that the submitted study is incomplete or fails to comply with the standards and requirements set forth in**

this Chapter, the Planning and Community Development Director may require new or supplemental information.

2. **Recommendations of the Geologic Hazards Plan and Report shall be incorporated, as applicable, into the approval of the Major or Minor Development Plan, Subdivision Plat, Drainage and Erosion Control Plan, Grading Plan, public improvement construction drawings, and building construction plans.**

3. **The qualified geotechnical or structural engineer preparing or certifying the Plan and Report shall review any on-site monitoring reports of the development to ensure compliance with the mitigation measures set forth in the Geologic Hazard Plan and Report.**

4. **Before permanent foundation structures are placed in the development, the qualified engineer that prepared the Geologic Hazards Plan and Report must provide the Planning and Community Development Director with a letter of compliance with the Geologic Hazards Plan and Report and mitigation procedures.**

15.12.060 - Exemptions.

1. **The following types of development activities are exempt from an Initial Site Evaluation and/or Geologic Hazards Plan and Report Evaluation in this Chapter:**
    a. **Fences;**
    b. **Detached residential garages and carports;**
    c. **Lighting;**
    d. **Booms;**
    e. **Poles;**
    f. **Monument and Free Standing Pole Signs, unless specifically recommended by the design engineer;**
    g. **Decorations;**
    h. **Machinery or equipment;**
    i. **Decorative or perimeter walls that do not serve to retain soil, unless supporting a load or other weight surcharge;**
    j. **Any replat of a previous subdivision in which no new structures or new building lots are being created and no new development is proposed;**
    k. **Property that is identified in a letter of findings from a qualified professional geotechnical engineer, with the professional seal and sign indicating that:**
        i. **upon the engineer's preliminary review, or the Initial Site Evaluation, the property to be developed is not likely to have expansive, compressible, shifting soils or other questionable soil characteristics;**
        ii. **that the property can be designed in accordance with the IRC; and**

iii. the level of detail and emphasis contained in the preliminary review or Initial Site Evaluation may vary due to specific geologic conditions or hazard risks of the site or the scale and type of proposed development activity;

l. Sites with existing studies or reports that are 10 years or newer, unless, the City determines that the existing study or report is insufficient for the proposed development application, or if changes in conditions warrant a new evaluation;

m. Upon request from the developer, single infill residential parcels and/or accessory developments on residential lots with existing residences, may be exempted by the City from the Initial Site Evaluation and/or Geologic Hazards Plan and Report, on the developer's showing of the following conditions:

i. There is no quantitative evidence of geologic hazards on the property, as identified in this Chapter; and

ii. Infill Development is defined as Development or redevelopment within the incorporated City limits that results in the creation or use of no more than four (4) residential lots or dwelling units and meets all of the following criteria:

1. Is subject to the IRC and is not classified as a commercial or multifamily project under the IBC;

2. Is served by existing public infrastructure, including water, sanitary sewer, and roadway access;

3. Occupies one (1) acre or less in total area;

4. Does not involve significant grading, excavation, or soil disturbance beyond what is customary for small-scale residential construction; and

5. Complies with all applicable ordinances and regulations of the City of Great Falls; and/or

n. Foundation systems that have performed adequately in soil conditions similar to those encountered at the building site are permitted without an Initial Site Evaluation and/or Geologic Hazards Plan and Report, subject to the approval of the building official.

15.12.070 - Responsibility and Liability for Geologic Hazards.

1. Applicants who intend to develop property within the City of Great Falls assume liability and responsibility to evaluate for and mitigate known geologic hazards on their proposed development sites.

2. The assumption of liability in this Chapter shall be placed on development permit applications, permits, certificates of occupancy, and other documents associated with the development, as determined by the Director of Planning and Community Development.

3. **An exemption from the standards of this Chapter does not exempt the developer or applicant from liability and responsibility to evaluate and mitigate known geologic hazards on a site.**

(Ord. 3280, 2025)

Chapter ~~12~~13 APPLICABILITY

Sections:

15.~~12~~**13**.010 Applicability.

15.~~12~~**13**.020 Appeals.

15.~~12~~13.010 Applicability.

OCCGF Title 15 is applicable to all buildings within the incorporated City limits of Great Falls, including but not limited to:

A. Residential buildings, containing less than four (4) dwelling units or their attached-to structures;

B. Any farm or ranch building; and

C. Any private garage or private storage structure used only for the owner's own use as provided by Mont. Code Ann. § 50-60-102(1)(a).

(**Ord. 3280, 2025;** Ord. 3189, 2018).

15.~~12~~13.020 Appeals.

Appeals may be filed to any order, requirement, permit decision, refusal or determination of the Building Official or designee in accordance with OCCGF Title 17, Chapter 12, Article 5.

(**Ord. 3280, 2025,** Ord. 3189, 2018).

Proposed Residential Hazardous Soils Ordinance

Planning & Community Development Department Information Sessions Handout
August 20th – 12:00 PM & 5:30 PM – Gibson Room – Civic Center

Why This Ordinance is Being Proposed

Much of Great Falls sits on expansive clay soils and other unstable ground conditions that can damage building foundations and structures. Over the years, these conditions have caused costly repairs for homeowners, litigation involving builders, engineers, and the City, and have increased construction risks and costs.

Since 2008, the City has required full geotechnical testing (which evaluates soil's properties and guides suitable design) for new residential housing to reduce risks. While this policy has been technically effective in preventing foundation failures for projects, it may have been practically ineffective in supporting broader housing production if it slowed or discouraged new construction, particularly in infill areas (which are unused or underutilized land inside the City's built-up areas to good use, taking advantage of existing streets, utilities, and services).

The proposed ordinance is designed to:

- **Protect life, property, and public infrastructure** from known soil hazards
- **Support housing development** by targeted, proportionate requirements for small-scale projects
- **Clarify roles and responsibilities** for property owners, builders, and engineers

This approach seeks to avoid unnecessary risk without creating excessive requirements, relying on the best available site-specific information to guide construction decisions.

What the Proposed Ordinance Does

The proposed ordinance includes two primary changes to the City's existing hazardous soils evaluation framework:

- Allows for an Initial Site Evaluation before requiring a comprehensive geotechnical study
- New proportionate geotechnical survey requirements for low-risk, small-scale infill projects

A New Preliminary Step in Proposed Ordinance: Initial Site Evaluation

Unless exempted, an Initial Site Evaluation (more info below) is required for:

- Any new home or habitable building on a permanent foundation
- Residential subdivisions
- Development on steep slopes
- Sites showing signs of soil hazards

The Initial Site Evaluation is a smarter first step, offering an early, site-specific review to determine if a project can proceed under the *International Residential Code* (IRC) or requires a detailed Geologic Hazards Plan and Report under *International Building Code* (IBC) standards. This risk-based approach saves time and money for low-risk projects while ensuring higher-risk sites receive the necessary thorough analysis.

New Exemptions for Certain Projects in Proposed Ordinance

The ordinance introduces flexibility for infill, low-risk, small-scale projects. Exemptions include:

1) Minor structures such as fences and detached garages
2) Properties with a geotechnical study less than 10 years old
3) An engineer's finding of low risk
4) Accessory Dwelling Units (ADUs)
5) Small-Scale Infill Development: Means new construction or redevelopment inside the existing City limits that results in no more than four (4) total dwelling units. This count includes any accessory dwelling units (ADUs) and meets all the following:
    a. Residential Scale – Regulated under the International Residential Code (IRC) and not classified as commercial or multifamily under the International Building Code (IBC).
    b. Existing Services – The site is already served by public water, sanitary sewer, and roadway access.
    c. Small Site Area – The total site is one (1) acre or less.
    d. Limited Earthwork – Grading, excavation, and soil disturbance are only what's typical for small-scale residential construction.
    e. City Compliance – Meets all applicable ordinances and regulations of the City of Great Falls.
    f. Proven foundation systems that have worked well in similar soils

Frequently Asked Questions

Q: Is this just to help a specific developer make more money?
A: No. This ordinance isn't designed to benefit any single developer. It addresses a long-standing, citywide challenge with Great Falls' unique soil conditions. The goal is to balance safety, prevent costly foundation failures, and set clear, fair standards for all builders. By using the best available site information, it ensures protections are based on real conditions—not a one-size-fits-all approach—so more housing can be built without unnecessary risk or burdens.

Q: Are we loosening our policies and regulations because of developer pressure?
A: No. The ordinance *retains* the core safety requirements from the City's prior geotechnical policies, while adding carefully defined exemptions for low-risk projects. The City's Building Official can still deny exemptions if a site's history or conditions suggest a higher risk. This is about right-sizing the rules, not eliminating them.

Q: If my project qualifies for an exemption, is it automatically approved?
A: No. Exemptions are **never automatic**. They require documentation and review by the City's Building Official, who can deny them if site history or conditions indicate a higher risk. This isn't about shortcuts — it's about aligning the level of review with actual site conditions, so low-risk projects avoid unnecessary costs while higher-risk sites get the thorough analysis they need.

Q: Will this make it costlier and more difficult to build housing?
A: It's designed to reduce burdens where possible. For example, small infill projects that meet specific low-risk criteria can now avoid the cost and delay of a full geotechnical report. At the same time, larger or higher-risk developments will continue to meet strict evaluation and mitigation standards to protect homeowners and the community.

Commission Meeting Date: November 4, 2025

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item:	Resolution 10604 – Public hearing to amend Resolution 10545, modifying the existing Conditional Use Permit (CUP) for Ponderosa Solutions LLC, located at 6501 18th Avenue North, to allow for the handling of additional hazardous substances.
From:	Kayla Kryzsko, Assistant City Planner, Planning and Community Development Department
Initiated By:	Ponderosa Solutions LLC, Owner
Presented By:	Brock Cherry, Director, Planning and Community Development Department
Action Requested:	City Commission adopt Resolution 10604

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.

2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

   "I move that the City Commission (adopt/deny) Resolution 10604 subject to the Conditions of Approval being fulfilled by the applicant."

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

Staff Recommendation: Staff recommends adoption of Resolution 10604 with the following conditions:

Conditions of Approval:

1. **Subsequent Modifications:** Any future expansion or modification of the approved conditional use must be reviewed by the Director of the Planning and Community Development Department. If the Director determines in writing that the proposed change would alter one more of the original findings or review criteria, the modification shall require submittal and approval of a new Conditional Use Permit application.

2. **Regulatory Compliance:** The facility shall comply with all applicable federal, state, and local regulations governing the storages, use, transport, and disposal of the approved hazardous substances, including but not limited to, requirements established by the Environmental Protection

Agency, Occupational Safety and Health Administration, Department of Transportation, the State Department of Environmental Quality, the International Fire Code, and all relevant provisions of the City of Great Falls Municipal Code.

3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion.

4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.

5. **Hazardous Substances, Materials, and/or Chemicals:** This approval specifically authorizes the applicant to handle the following hazardous substances, as described in the application materials: Hydrogen sulfide (H2S), Diesel #2 Ultra Low Sulfur, RD99LC (renewable diesel), Sustainable Aviation Fuel (RJ100/SPK-HEFA), and Unleaded gasoline. The use, storage, or handling of any additional hazardous substances, materials, chemicals, or fuel types not expressly listed in this or any prior City approvals shall be prohibited unless and until the Conditional Use Permit is amended through a new public review and permitting process, with final approval granted by the City Commission.

6. **Emergency Management Plan:** An Emergency Management Plan shall be updated and approved by the Great Falls Fire Department prior to the implementation of any amendment authorizing the handling of additional hazardous substances. The plan shall be reviewed annually in conjunction with the applicant's Safety Inspection Certificate (SIC) and revised as necessary to maintain compliance with the City's adopted fire code and all other applicable regulations.

7. **Spill Prevention and Control Plan:** The applicant shall review and update, if necessary, the Spill Prevention and Control Plan, in accordance with the requirements under OCCGF §13.12.080.G.3, to the Director of Public Works for review and approval before the requested operations can take place.

8. **Industrial Wastewater Survey:** The applicant shall provide an updated Industrial Wastewater Survey to the Director of Public Works for review and approval as product inventory changes.

9. **Acceptance of Conditions:** The amendment will not go into effect until the applicant acknowledges in writing that it has received, understands, and agrees to comply with these conditions of approval.

Background: On April 16, 2024, the City Commission approved Resolution No. 10545, granting a Conditional Use Permit (CUP) to Ponderosa Solutions LLC for the handling of Hydrogen Sulfide (H2S), a hazardous substance used as an ingredient in asphalt. The site is legally described as Lot 6A of AgriTech Park Addition located in the SW 1/4, and the SE 1/4 of Section 34, T21N, R4E, P.M.M., City of Great Falls, Cascade County, Montana.

The facility is designed for the transfer of materials such as asphalt products and fuels between railcars and tanker trucks. It includes recently constructed unit train tracks and designated transloading areas. Transfers are conducted using portable, top-loading systems to minimize spill risks. According to the applicant, the facility handles a significant volume of products annually, with all transfer operations subject to hazard risk analyses to ensure safe and compliant handling.

Ponderosa Solutions LLC is now requesting an amendment to its existing CUP to expand the list of hazardous substances handled at the transloading facility. This proposed amendment would support operations related to the handling of additional hazardous substances related to sustainable aviation fuel and jet fuel. The Safety Data Sheets for the proposed materials are provided in *Attachment D – Spill Prevention and Release Plan*.

Specifically, the applicant requests permission to handle the following additional substances, which are classified as hazardous under the OSHA Hazard Communication Standard:

1. Diesel #2 Ultra Low Sulfur
2. RD99LC (renewable diesel)
3. Sustainable Aviation Fuel (RJ100/SPK-HEFA)
4. Unleaded gasoline

Spill Prevention and Release Plan: Building on the original Conditional Use Permit for handling Hydrogen Sulfide (H2S), Ponderosa Solutions LLC has updated the Spill Prevention and Response Plan (SPRP) to address additional hazardous substances in support of the proposed CUP amendment.

The facility was originally constructed with a stormwater management system designed to minimize environmental impact. This system consists of berms, ditches, and a retention pond, all intended to contain potential spills and prevent runoff from reaching surrounding areas.

The original SPRP, approved as part of the initial CUP, outlined detailed procedures for spill response, containment, and reporting. The applicant has submitted a revised site-specific plan that incorporates the newly proposed substances. A draft of the updated SPRP is included as *Attachment D – Spill Prevention and Release Plan.*

The property owner is responsible for implementing and maintaining the SPRP. This includes all spill prevention and response measures for incidents occurring on site.

Per the submitted SPRP, a worst-case discharge scenario evaluation has been included. The facility is designed to manage such an event, with containment capacity for the full volume of a single railcar, which is approximately 29,000 gallons. Storm drain piping on the site is wrapped in Mirafi 150N geotextile fabric, and the drains are protected using Best Management Practices (BMPs), including approved absorbent materials. In the event of a large spill, the outfall from the stormwater retention pond can be sealed. BMPs will be used to block the outfall, retaining stormwater on site and preventing discharge.

Ponderosa Solutions is continuing to coordinate with City staff to update the site-specific Spill Prevention and Emergency Response Plan. These documents will be reviewed by both Great Falls Fire Rescue and the Environmental Division of the Public Works Department. Final approval of the Emergency Response Plan must be obtained from the Fire Department prior to any transloading operations involving Jet Fuel and Sustainable Aviation Fuel (SAF). For this request, the facility must comply with the requirements outlined in Chapter 57 of the International Fire Code (IFC), which governs Flammable and Combustible Liquids.

Per the applicant's narrative, this request reflects a continued commitment to safety, environmental compliance, and efficient operations in support of the proposed CUP modification.

Conditional Use Request: Chapter 20 of Title 17 of the Official Code of the City of Great Falls (OCCGF) requires a Conditional Use Permit for land uses that involve the handling of hazardous materials or the emission of potentially offensive odors. Specifically, Section 17.20.3.060 states:

> *"A permitted land use that emits air contaminants or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance."*

Under this provision, the original CUP was required for Ponderosa Solutions LLC to handle asphalt containing Hydrogen Sulfide. Due to the proposed handling of additional hazardous materials, a modification to the existing CUP is required.

Staff from various departments, including Great Falls Fire Rescue staff, have reviewed the proposal and found that this amendment is a reasonable modification of the 2024 CUP. Staff recommends several conditions to ensure that current safety measures are in place. As a part of this evaluation, particular attention was given to the types of chemicals involved, their associated hazards, and the mitigation strategies required to address potential risk.

The proposed substances of Diesel #2 Ultra Low Sulf, RD99LC, RJ 100 (SPK-HEFA), and Unleaded Gasoline are classified as flammable liquid vapor and require personal protective equipment such as protective gloves, eye and/or face protection, and flame-resistant clothing. In the event of a fire, extinguishing measures should be used by dry chemical, CO2, water spray (fog), or foam. The hazardous substances are not intended to be stored on-site. For detailed information on handling and storage, please refer to the Safety Data Sheets provided in *Attachment D: Spill Prevention and Release Plan.*

The basis of decision for a CUP is listed in OCCGF §17.16.36.040. The Zoning Commission's recommendation and the City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, and additional information demonstrate that the criteria provided as *Attachment A – Basis of Decision* have been met.

2013 Growth Policy Update Analysis: Staff has reviewed the City's 2013 Growth Policy Update and has determined that the proposed conditional use to allow the handling of the additional hazardous substances as part of the transloading facility is consistent with the City's long-term objectives.

The Growth Policy includes several guiding statements that support the proposed use. Notably:

- Page 155 outlines an economic policy to "*develop a strategic response to the impacts and opportunities offered by oil and gas development in the region."*
- Page 146 states an environmental policy goal to "*maintain a clean, healthy, vibrant, connected, and safe City now and into the future."*

These policies reflect the City's intent to balance economic opportunity with environmental stewardship, aligning with the nature and scope of the proposed project.

Zoning Commission Recommendation: The request was considered during a public hearing held by the Zoning Commission on September 23, 2025. One member of the public spoke in favor of the request; no opposition was received. At the conclusion of the hearing, the Zoning Commission voted unanimously, 7-

0, recommending that the City Commission approve the applicant's request for a modification to the existing conditional use permit.

Neighborhood Council #4 Recommendation: The request was presented to Neighborhood Council #4 at its meeting on August 28, 2025. Representatives from Ponderosa Solutions provided an overview of their daily operations and outlined existing safety measures. The Ponderosa staff representative noted that, to date, the facility has transloaded over 20 million gallons of asphalt, with only one spill incident recorded, totaling 18 gallons. The incident was promptly contained, and the company has since continued to update its spill response plan to align with evolving operational practices. Following the presentation and discussion, the Neighborhood Council voted 4-0 in favor of recommending approval of amending the CUP to include Jet Fuel and Sustainable Aviation Fuel.

Concurrences: Representatives from the City's Public Works Department and Great Falls Fire Rescue have been involved with the review process of this application. All comments have been taken into consideration for the recommendation and conditions of the project.

Fiscal Impact: Approval of the amendment to the Conditional Use Permit will not require any direct financial expenditures by the City. The applicant is responsible for all costs associated with site improvements, regulatory compliance, spill prevention measures, and emergency response planning required under this approval. City staff will continue to review and monitor compliance as part of their regular permitting and inspection responsibilities, which can be accommodated with existing departmental resources.

Allowing the handling of the additional hazardous materials will expand the facility's transload capabilities, increasing operational flexibility and efficiency. This may create opportunities for new lines of business, help attract or incentivize additional industries to locate or expand within the AgriTech Park, and strengthen the regional freight and logistics network. These outcomes align with the City's economic development objectives under the Growth Policy.

Alternatives: The City Commission could deny Resolution 10604 to modify the Conditional Use Permit. If so, an alternative Basis of Decision would be required to support this action.

Attachments/Exhibits:

- Resolution 10604
- Attachment A – Basis of Decision: Conditional Use Permit
- Attachment B – Location and Zoning Map
- Attachment C – Applicant's Narrative
- Attachment D – Spill Prevention and Release Plan

RESOLUTION 10604

A RESOLUTION AMENDING RESOLUTION 10545 (CONDITIONAL USE PERMIT) TO ALLOW THE HANDLING OF ADDITIONAL HAZARDOUS SUBSTANCES ON THE PROPERTY ADDRESSED AS 6501 18TH AVENUE NORTH, AND LEGALLY DESCRIBED AS LOT 6A OF AGRITECH PARK ADDITION LOCATED IN THE SW 1/4 AND THE SE 1/4 OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA.

* * * * * * * * * *

WHEREAS, Ponderosa Solutions LLC, has petitioned the City of Great Falls to approve an amendement to an existing Conditional Use Permit to allow for the handling of additional hazardous substance, Diesel #2 Ultra Low Sulfur, RD99LC (renewable diesel), Sustainable Aviation Fuel (RJ100/SPK-HEFA), and Unleaded gasoline on the property legally described as Lot 6A, AgriTech Park Addition located in the SW 1/4 and the SE 1/4 of Section 34, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana; and,

WHEREAS, the subject property is presently within a PUD Planned Unit Development zoning district with an underlying I-2 Heavy Industrial zoning district wherein the handling of hazardous substances is permitted upon processing and approval of a Conditional Use Permit; and,

WHEREAS, the proposed modification to the existing Conditional Use Permit to allow for the handling of additional hazardous substances on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on September 23, 2025, to consider said amendment to the existing Conditional Use Permit application, and at the conclusion of said hearing passed a motion recommending the City Commission approve the amendment to the existing Conditional Use Permit be granted for the property addressed as 6501 18th Avenue North and legally described as Lot 6A, AgriTech Park Addition located in the SW ¼ and the SE 1/4 of Section 34, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, to allow for the handling of hydrogen sulfide (H2S), Diesel #2 Ultra Low Sulfur, RD99LC (renewable diesel), Sustainable Aviation Fuel (RJ100/SPK-HEFA), and Unleaded gasoline on site, subject to the following conditions:

Conditions of Approval:

1. **Subsequent Modifications:** Any future expansion or modification of the approved conditional use must be reviewed by the Director of the Planning and Community Development Department. If the Director determines in writing that the proposed change would alter one more of the original findings or review criteria, the modification shall require submittal and approval of a new Conditional Use Permit application.

2. **Regulatory Compliance:** The facility shall comply with all applicable federal, state, and local regulations governing the storages, use, transport, and disposal of the approved hazardous substances, including but not limited to, requirements established by the Environmental Protection Agency, Occupational Safety and Health Administration, Department of Transportation, the State Department of Environmental Quality, the International Fire Code, and all relevant provisions of the City of Great Falls Municipal Code.

3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion.

4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.

5. **Hazardous Substances, Materials, and/or Chemicals:** This approval specifically authorizes the applicant to handle the following hazardous substances, as described in the application materials: Hydrogen sulfide (H2S), Diesel #2 Ultra Low Sulfur, RD99LC (renewable diesel), Sustainable Aviation Fuel (RJ100/SPK-HEFA), and Unleaded gasoline. The use, storage, or handling of any additional hazardous substances, materials, chemicals, or fuel types not expressly listed in this or any prior City approvals shall be prohibited unless and until the Conditional Use Permit is amended through a new public review and permitting process, with final approval granted by the City Commission.

6. **Emergency Management Plan:** An Emergency Management Plan shall be updated and approved by the Great Falls Fire Department prior to the implementation of any amendment authorizing the handling of additional hazardous substances. The plan shall be reviewed annually in conjunction with the applicant's Safety Inspection Certificate (SIC) and revised as necessary to maintain compliance with the City's adopted fire code and all other applicable regulations.

7. **Spill Prevention and Control Plan:** The applicant shall review and update, if necessary, the Spill Prevention and Control Plan, in accordance with the requirements under OCCGF §13.12.080.G.3, to the Director of Public Works for review and approval before the requested operations can take place.

8. **Industrial Wastewater Survey:** The applicant shall provide an updated Industrial Wastewater Survey to the Director of Public Works for review and approval as product inventory changes.

9. **Acceptance of Conditions:** The amendment will not go into effect until the applicant acknowledges in writing that it has received, understands, and agrees to comply with these conditions of approval.

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing to consider said application, and considered the comments and recommendations made by the Zoning Commission.

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

That an amendment to the existing Conditional Use Permit be granted to allow for the handling of Hydrogen sulfide (H2S), Diesel #2 Ultra Low Sulfur, RD99LC (renewable diesel), Sustainable Aviation Fuel (RJ100/SPK-HEFA), and Unleaded gasoline on site for the property addressed as 6501 18th Avenue North and legally described as Lot 6A, AgriTech Park Addition located in the SW 1/4 and the SE 1/4 of Section 34, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the Official Code of the City of Great Falls (OCCGF) 17.16.36.090, the permit shall be considered a covenant that runs with the land and shall be binding on all subsequent property owners. Additionally, pursuant to OCCGF 17.16.36.100, the Conditional Use Permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion. If the Conditional Use is established, but ceases to operate for more than six (6) months, the Conditional Use Permit shall expire.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on November 4, 2025.

_____
Cory Reeves, Mayor

ATTEST:

_____
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

_____
David Dennis, City Attorney

ATTACHMENT A

CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting the approval of an amendment to an existing Conditional Use Permit (CUP) to allow handling of hazardous substances, Diesel #2 Ultra Low Sulfur, RD99LC (Renewable diesel), Sustainable Aviation Fuel (RJ100/SPK-HEFA), and Unleaded gasoline.

for Ponderosa Solutions LLC for the property located at 6501 18th Ave N and legally described as Lot 6A of the Agritech Park Addition located in the SW 1/4, and the SE 1/4 of Section 34, T21N, R4E, P.M.M., City of Great Falls, Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

The basis of decision for a conditional use permit is listed in OCCGF §17.16.36.040. The Zoning Commission's recommendation and the City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, Zoning Commission recommendation, or additional information demonstrates that the decision of the City Commission shall, at a minimum, consider the following criteria:

1. **The zoning and conditional use is consistent with the City's Growth Policy and applicable neighborhood plans, if any.**

   The proposed conditional use is consistent with the overall intent and purpose of the 2013 City of Great Falls Growth Policy Update. The project and amendment are strongly supported by the following Environmental, Economic, and Physical portions of the Growth Policy.

   Environmental Policy 2.4 (page 146): Maintain a clean, healthy, vibrant, connected and safe City now and into the future.

   Economic Policy 3.2 (page 155): Develop a strategic response to the impacts and opportunities offered by oil and gas development in the region.

   Physical Policy 4.2 (page 168): Implement the City's land use codes to protect the health, safety and welfare of its residents.

   Physical Policy 4.6 (page 173): Plan, manage and coordinate the City's emergency response consistent with the state and local requirements.

   - Phy4.6.1 (page 173): Identify and review potential areas where there may be future conflicts between wild lands and urban areas.

2. **The establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.**

   The Conditions of Approval imposed on the permit include spill prevention measures, emergency response plans, and regular inspections to ensure ongoing compliance. These conditions are specifically designed to protect the health, safety, and general welfare of the public.

3. **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 subject property is located within an established industrial park specifically designed to accommodate heavy industrial uses, including operations involving hazardous substances. Surrounding properties are similarly zoned and developed for industrial activities, ensuring land use compatibility. The project will comply with all applicable local, state, and federal regulations related to the handling and storage of hazardous materials, including oversight from environmental and safety agencies. These regulations require strict containment measures, spill prevention protocols, and regular inspections, ensuring that operations are conducted safely and without impact to adjacent properties. The Conditions of Approval should mitigate any potential harmful effects on Giant Springs State Park and nearby environmentally sensitive areas.

4. **The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

   The modification will allow the handling of additional hazardous substances related to jet fuel and sustainable aviation fuel. The conditions of approval are specifically designed to mitigate any potential impacts on surrounding properties and to ensure that future development in the area can continue in a normal and orderly manner consistent with the district's permitted uses.

5. **Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.**

   The proposed modification does not require the construction of new public infrastructure. The existing facility was developed through the City's permitting process and has received a Certificate of Occupancy, confirming that all required utilities, access roads, and drainage systems have been adequately addressed and approved.

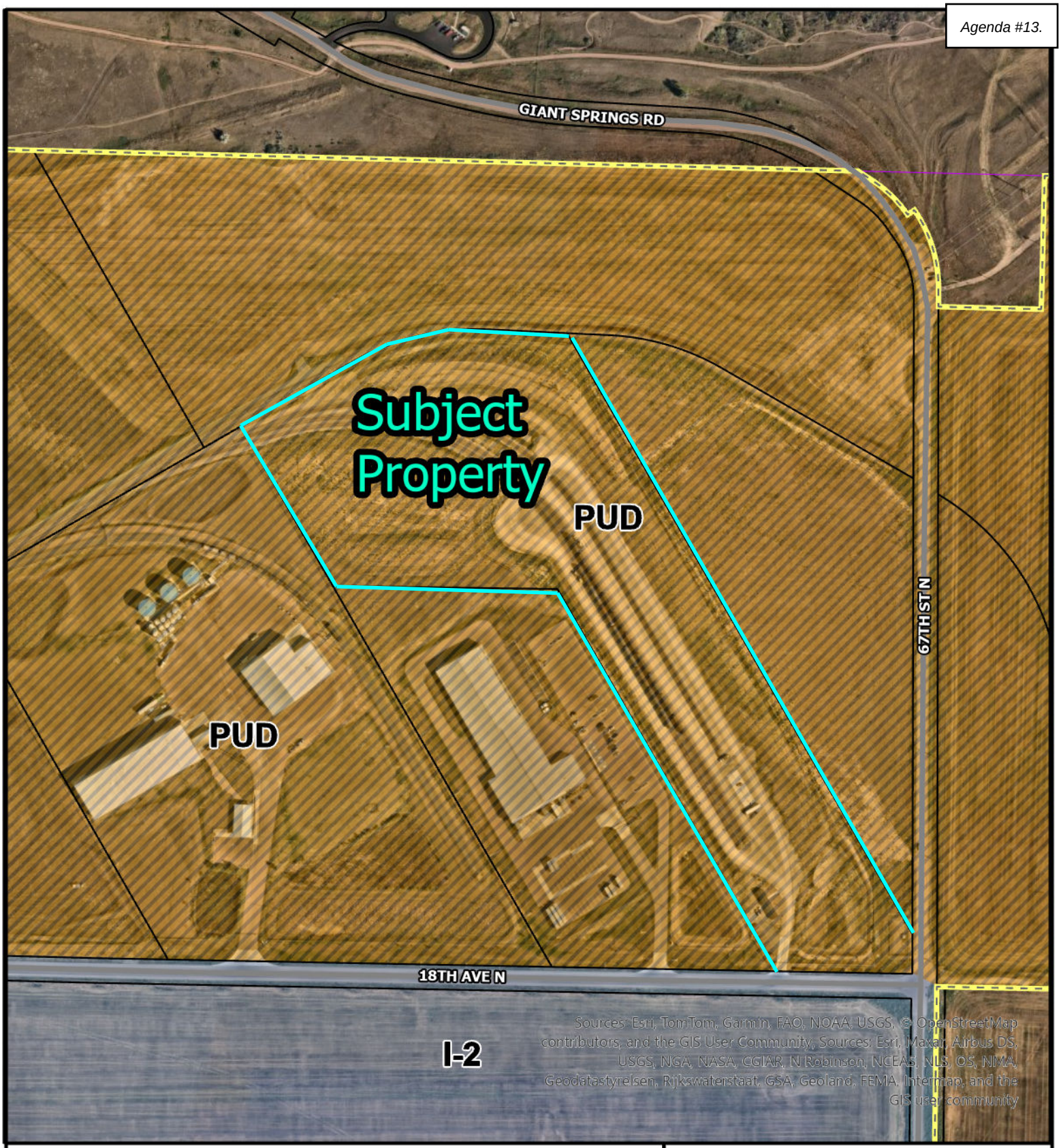
6. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

   The facility will utilize existing access points, including the rail line to the north and vehicular access from 18th Avenue North. These established routes are sufficient to accommodate anticipated traffic and help minimize congestion on surrounding public streets.

7. **The conditional use shall, in 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.**

   The proposed modification will comply with all applicable regulations outlined in the PUD approved with the adoption of Ordinance 3097 and the underlying I-2 zoning district, as well

as all relevant codes and ordinances of the City of Great Falls, the State of Montana, and any other applicable regulatory agencies.



Location Map

CITY OF GREAT FALLS MONTANA

6501 18th Ave N

○ City Addresses

City Limit

Parcels

N

0 195 390 7 Feet

Project Narrative

Ponderosa Solutions – Great Falls, MT Transloading Facility

Ponderosa Solutions operates a transloading facility in northeast Great Falls, MT, designed to safely transfer products such as asphalt, aviation fuel, diesel, and fertilizer from railcars to tanker trucks and tanker trucks to railcars for distribution. Currently the facility is only transloading asphalt but is requesting the addition of sustainable aviation fuel, diesel fuel, gasoline, and a dry chemical fertilizer. The facility manages significant volumes of materials each year, with safety and efficiency as top priorities. All transfer operations go through a hazard risk analysis process to identify and mitigate hazards.

The facility consists of newly constructed straight-line unit train tracks (Tracks A–E), each ranging from approximately 625 to 800 linear feet. PS utilizes designated transloading areas, approximately 575–625 feet in length, situated along access roads adjacent to the tracks. Using company-owned portable pumping systems, PS conducts all product transfer operations via top-loading methods, reducing the potential for spills associated with bottom-loading techniques.

Products handled at the facility include asphalt (up to 125,000 tons annually), sustainable aviation fuel (RJ100) Jet A (RD99LC), diesel fuel (RD99LC), and dry chemical pellet fertilizer (up to 18,000 tons annually). Ponderosa anticipates volumes of Jet A, diesel fuel, and gasolines to not exceed 130,000 barrels annually combined.

To protect the surrounding environment, the facility was designed with a stormwater management system that includes berms, ditches, and a retention pond. These features help direct and capture water on-site for inspection before it leaves the property. Ponderosa Solutions has developed a Spill Plan with the new product additions to ensure preparedness in the event of a spill. The plan outlines clear procedures for preventing incidents, responding quickly if one occurs, and coordinating with regulatory agencies.

This project represents Ponderosa Solutions' commitment to safe operations, environmental protection, and reliable service.

SPILL PREVENTION AND RELEASE PLAN

Great Falls, Montana
Transloading Site

Submitted for:

Transloading Operations at
18th Ave. N/67th Street NE
Great Falls, MT 59405

Prepared for:

Ponderosa Solutions
1014 E Cleveland Avenue
Sapulpa, OK 74066

Prepared by:

Olympus Technical Services
6809 King Avenue West, Unit F
Billings, Montana 59106

August 15, 2025

Olympus WO# C3096

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Appendix B. Transload Operations Standard Operating Procedure
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1.0 Introduction

This Spill Prevention and Response Plan (SPRP) has been prepared for Ponderosa Solutions (PS) for its transloading activities at the Great Falls, MT transloading facility (Site), utilizing straight line sections of railroad track at PS's facility. PS's responsibilities under this plan shall only be applicable when PS and its contractors are using the Site to transload asphalt and other products from tanker trucks to railroad tank cars. The Site's location is depicted in Figure 1 (Topographic Map) and Figure 2 (Aerial Photograph). A map showing the Site Features is attached in Figure 3, and a zoomed view of the Site Features is in Figure 4. The figures and construction drawings are provided in Appendix A of this Plan.

This SPRP presents the procedures and controls used to prevent and respond to spills by PS during their transloading operations at the Site. As required, the SPRP also identifies the "worst case discharge" and the activities that will be undertaken at the maximum extent practicable to address the spill. Any spill prevention and response plan or permits required for the Site will be the responsibility of the Owner of the property on which the Site is located. In the case of a spill at the Site that involves PS's transloading operation, PS will respond and report to appropriate government agencies.

2.0 General Operational Information

2.1 Facility Description and Location

The Site is located near the intersection of 67th Street N and 18th Avenue N, in northeast Great Falls, MT, at approximate latitude 47.526132 degrees North and longitude -111.201147 degrees West, Montana principal meridian. The Site provides infrastructure to, among other things, transfer petroleum products from tanker trucks to railroad cars. Products transloaded at this Site include asphalt not to exceed 125,000 tons annually, sustainable aviation fuel (RJ100), Jet A (RD99LC), and diesel fuel (RD99LC) not to exceed 131,000 barrels annually, and dry chemical pellet fertilizer not to exceed 18,000 tons annually. PS's transloading area(s) are stationed tangential to newly constructed unit train straight tracks, identified as Tracks A, B, C, D, and E, each with straight track lengths ranging from approximately 625 to 800 linear feet of rail track, and generally oriented northwest-southeast. PS will utilize transloading areas ranging from approximately 575 to 625 feet long adjacent to the spurs located within the central portion of the Site. The spur-adjacent transloading regions are located on access roads on either side of the straight track lengths where the transloading operations take place. Following the transloading, the railroad tank cars are pulled by the POC and delivered to a line-haul railroad. The location of the Site is shown in Figure 1. The portion of the transload area used by PS is shown in Figures 2 through 4.

Regional topography near the Site slopes gently to the east-northeast, although the Site is relatively flat. The Site is sparsely developed, with industrial and commercial properties to the west. Agricultural fields surround the Site to the east and south, and undeveloped property to the north and northwest sides. The nearest perennial surface water bodies include the Missouri River, located approximately 400 feet to the north of the Site, and a small creek, located approximately 750 feet to the southeast of the Site. The construction drawings indicate that topsoil berms and diversion ditches surround the Site, and water is diverted through the ditches to a main stormwater settling pond constructed at the Site's southeast corner. Storm drains are installed in the Site's interior, conveying water through perforated piping from two upgradient

stormwater ponds at the northwest end of the Site towards the southeast and connecting to the ditches through culverts. A culvert is utilized to convey water from the western ditch, underneath the access road, and into the stormwater pond. Both ditches have splash pads constructed at the outflow ends into the stormwater pond, and a splash pad has been built downgradient of the main stormwater pond's outfall. The ditches have been revegetated with wetland seed mix at the bottoms of the swales and dryland seed mix along the berm embankments. The Site outfall is adjacent to the southeast corner of the stormwater pond and directs stormwater overflow to the east.

The transport tanker trucks are loaded to a maximum capacity of approximately 22 tons of petroleum product. The rail tank cars have a capacity of roughly 90 tons. The number of daily railroad cars loaded by PS at the Site is variable. When running, the transload volume of asphalt is a variable weight of tons per week. The petroleum product transfer activities are completed by utilizing transloaders, which are portable pumping systems owned by PS. PS will operate the transloaders. Loading is exclusively conducted via top-loading into the rail tank cars. The top-loading prevents potential drippage/spillage from the under-car loading.

3.0 Discharge Prevention Requirements

3.1 Transloading Operation Procedures

PS's primary operation under this SPRP is transferring asphalt from transport tanker trucks to rail tank cars, although other hydrocarbon materials may be transferred. The work is performed in general accordance with the *Ponderosa Solutions Transload Operations* Standard Operating Procedure (2024), provided in Appendix B. The procedure guides transloader inspection and startup, rail tank car preloading, rail tank car loading, and shutdown.

Before transferring products into rail tank cars, the transloader operator must complete a Site Operation Checklist, also provided in Appendix B. Only qualified PS personnel, or subcontracted personnel deemed qualified by PS, may operate the transloading truck and pump. The final location of stormwater drains, culvert, and the Site's stormwater outfall are presumed to be in the locations indicated on the construction drawings. The transloading equipment may be placed in various locations along the track straight lines, so it is recommended that the transloader operator walk the site to familiarize themselves with the location of these areas relative to their operational location.

3.2 Spill Prevention Measures

Spill scenarios that could result in a one-minute discharge of oil during transloading operations include, but are not limited to:

- Cracked fitting or gasket failure at transloader connection (50 gallons),
- Leaking valve packing on transfer pump (1-6,000 gallons at 1 gallon per minute [gpm] flow rate)
- Hose failure (1-6,000 gallons at 240 gpm flow rate)
- Tank truck failure caused by a collapse or puncture below product level (6,000 gallons at gradual to instantaneous flow rate)
- Rail car failure caused by collapse or puncture below product level (up to 29,000 gallons at a gradual to instantaneous flow rate); or,

- Overfilling a railcar (1 to 29,000 gallons at a gradual to instantaneous flow rate).

These spills would generally be a result of inattentive operators or faulty equipment. Equipment is inspected for issues before transfer operations utilizing the Loading and Inspection Report located in Appendix B.

The potential spill released from the tanker truck to the transloader connection is estimated at 50 gallons. The primary consideration in this estimate is that all welded pipe or heavy rubber pipe is used for transfer activities. Durable piping systems are typically resistant to rupture-type failures, especially if the tanker, transloader, and rail cars are secured with locked brakes and wheel chocks. A minor movement or high-pressure scenario could potentially crack a fitting, but the weakest point would likely be a gasket between flanges or fittings. A fitting or gasket crack would release a minimal product flow. Therefore, the scenario of a spill released from the tanker truck would be approximately 50 gallons.

A potential spill from the railroad car overfill is estimated to be 400 gallons. This would occur in the event of a product discharge that occurs over the course of one minute until the transfer systems can be shut down, either manually or automatically. Portable spill containers are placed beneath the railroad car to contain potential spills. The portable spill containers will be sufficiently sized to contain the potential spill during transfer activities. Spill response measures for a worst-case discharge spill are discussed in Section 5.0 of this plan.

The transloading procedures laid out in Section 3.1 are designed to prevent spills. Additionally, the equipment used in the transloading and the preventative measures in place greatly limit the likelihood of a significant spill. Before transloading any product, the rail car is visually inspected to ensure it is empty. PS does not allow tanker truckloads to be split. Specifically, PS has calculated that the volume of 4 tanker trucks is less than that of the rail cars they fill. The internal PS transloading policy is to transload four tanker trucks per rail car, leaving some empty space in the rail car.

The transloaders are generally equipped with a pump, 4-inch-diameter lines, a 4-inch-diameter OPW loading arm, and a 25-horsepower electric motor (the pump is electronically heat traced). Hoses are not under pressure except for the unloading hose running from the rear of the tanker back into the pump. Spill containers consisting of 25-gallon pans are placed underneath the hose connections running from the back of the trailer to catch drips when the unloading hose is disconnected from the truck and in case of a leaking valve or connection.

In the event of a more significant spill, Olympus Technical Services, Inc. (Olympus) will assist in the response. The inlet will be plugged immediately if a spill occurs around a stormwater outfall. Protective Best Management Practices (BMPs) should be immediately installed at the outlet of the outfall. There is one stormwater outfall at the Site, and it appears that stormwater runoff will generally be contained on Site due to Site grading and infrastructure and conveyed to the stormwater settling pond through constructed drainage ditches. As noted in Section 3.1, potential stormwater outfalls, drains, culverts, and the presumed direction of surface flow of fluids should be identified before transloading activities commence.

4.0 Spill Response Procedures

4.1 Notification

In the event of a spill during transloading operations, the on-site PS personnel have full authority to notify the spill responder, Olympus, and report the release to appropriate government agencies.

4.2 Emergency Contacts

Table 1 summarizes the individuals who may be contacted in the event of a release. Individuals listed as PS contacts have the full authority to implement response actions in the event of a discharge.

Table 1. Emergency Contacts

Company/ Agency	Contact	Role	Primary Phone	When to Contact
Ponderosa Solutions	Joe Rogers	Operations Supervisor	918-404-7603	*Immediately for all spills.*
	Sean Lett	Vice President	303-472-4070	
	Dillon Rind	HSE Manager	918-404-3068	
Olympus Technical Services	On-call Services	Spill Response Contractor	406-443-3087	*Immediately for major spills that are greater than 25 gallons.*
	John Driscoll	Response Manager	406-438-3225	
Montana DEQ (MDEQ) Enforcement Division (ENFD)	24-Hour Spill Reporting	Agency Notification	406-444-0379 406-324-4777 (On-call)	*You must contact a live person within 24 hours of spills over 25 gallons, spills affecting surface water, or spills that require an immediate emergency response.*
	Disaster and Emergency Services (DES)	Agency Notification	406-324-4777 (24-hr On Call)	
U.S. EPA National Response Center (NRC)	On-call operator	Agency Notification	800-424-8802	*Immediately for a release of any hazardous substance over the reportable quantity listed in 40 CFR 302 (typically 100 pounds for unlisted substances).*
U.S. EPA Regional Administrator	Dispatcher	Agency Notification	800-887-6063	*Within 60 days of spill.*
Fire, Police, Medical	Dispatcher	Government Services	911	*Immediately, if any immediate threat to life or health results from a spill.*
Poison Control	Dispatcher	Government Services	800-222-1222	*Immediately, if any immediate threat to life or health results from a spill.*

The following types of spills **must** be reported per the Montana Department of Environmental Quality (MDEQ)'s *Spill Management and Reporting Policy*:

- Releases or spills of hazardous substances in amounts that meet or exceed the reportable quantities in 40 CFR Part 302.
- Spills, overfills, and suspected releases from underground storage tanks and petroleum storage tanks. ARM 17.56.501, et seq.
- Releases or spills of any materials that would lower the quality of groundwater below water quality standards. ARM 17.30.1045

The following types of spills **should** be reported per MDEQ's *Spill Management and Reporting Policy*:

- Spills that enter or may enter state water or a drainage that leads directly to surface water;
- Spills that cause sludge or emulsion beneath the surface of the water, stream banks or shorelines;
- Spills that cause a film, "sheen," or change the color of the water, stream banks, or shorelines; or
- Spills of twenty-five (25) gallons or more of any petroleum product such as crude oil, gasoline, diesel fuel, aviation fuel, asphalt, road oil, kerosene, fuel oil; produced water, injection water, salt water, or a combination thereof; and derivatives of mineral, animal, or vegetable oils.

MDEQ must be notified within 24 hours of a release being detected from regulated aboveground storage tanks (ASTs), underground storage tanks (USTs), or petroleum storage tanks (PSTs). ASTs and USTs are not expected to be located at the Site. Petroleum releases less than 25 gallons in volume must be contained and cleaned up within 24 hours. If cleanup cannot be completed within 24 hours, owners and operators must report the release to DEQ. Note that MDEQ requires contacting a live person to report releases. A voicemail is not considered adequate notification. The *Spill Management and Reporting Policy* is included in Appendix C.

4.3 Communication and Command Relationships

In the case of any size spill at the Site, the first responder will be PS on-Site staff. If the spill is significant enough to warrant, Olympus, the emergency response contractor for PS, will be called and mobilized to the Site to assist with the response. Depending on the size of the spill, guidance from local, state, and federal regulators will be solicited before making significant decisions during the spill response activities.

4.4 Response Procedures

In the event of a spill during PS's transloading operation at the Site, the following response procedures will be implemented, as appropriate, by the on-site PS personnel upon discovery of the spill:

- Act quickly to terminate product transfer between tanker truck and railroad car. If possible, safely attempt to stop additional discharge from the container, piping, hose, or other source. Use emergency shut-off if available.

- Shut off ignition sources, such as open flames, motors, electrical circuits, etc., that could initiate a fire near the spilled product.
- Take steps to prevent migration of the discharged material as quickly and safely as conditions warrant. If necessary, construct a soil berm or containment pits to retard flow, place booms or other barriers to cut off flow to a storm drain, etc.
- If a release is near a stormwater ditch, place booms or construct an earthen berm in the ditch downgradient of the release, including a secondary protective measure before the culvert and splash pads.
- Contact the designated authority for emergency response as identified.
- When necessary, the designated authority for emergency response will retain Olympus to clean up and dispose of the discharged product.
- The designated authority for emergency response will report the discharge to the appropriate authorities. If a spill requires an immediate emergency response, first contact the MDEQ, then follow up with a call to the Montana Disaster and Emergency Services (DES) 24-Hour Spill Reporting hotline. Any spill greater than 25 gallons or that impacts surface water must be reported to the MDEQ. Notification to the National Response Center (NRC) may also be required.

For spills of fuel greater than 25 gallons, spills that have impacted surface water, or spills with a potential threat to human health or the environment, the MDEQ must be notified immediately. Information that must be provided includes:

- Name, phone number, and address of the person responsible for a spill;
- Name, title, and phone number of the individual reporting the spill;
- Time and date of the spill;
- Spill location – including nearest city, highway, or waterway;
- Amount and description of material spilled;
- Cause of the spill; and,
- Action taken to minimize threats to human health and the environment.

A follow-up report must be submitted to MDEQ within 30 days of the release or as indicated by MDEQ.

4.5 Spill Kit

The following spill equipment is listed as recommended materials and equipment and is to be kept next to the transloading area:

General spill kit, including the following (at a minimum);

- Three bales of absorbent pads;
- Three 20-foot sections of 8-inch-diameter absorbent boom, a total of 60 feet;
- Ten (10), 4-foot sections of 3-inch-diameter absorbent boom, a total of 40 feet;
- Five 50-pound sacks of sand, diatomaceous earth, or similar;
- Three, 55-gallon drums;
- Yellow caution tape and wood lathe or construction candles, or pin flags to delineate the spill area;
- Five 5-gallon buckets and lids;
- Five rolls of duct tape;
- Two rolls of Visqueen plastic sheeting (150 feet x 15 feet or similar)
- Shovels (4) and rakes (4); and,

- Hoses/fittings to unload a railroad car in case of a leak.

Many of the items for this spill kit may be kept inside the drums for safe storage and protection from weather. Note: These materials and equipment are recommended to allow for a response to the most common spills, generally up to approximately 400 gallons, and may not be adequate for larger spills.

In the event of a more significant spill, Olympus will assist in cleanup and response utilizing heavy equipment. Sand and other sorbent materials will be available, and heavy equipment will be mobilized for use in the excavation of containment pits or berm construction should a significant spill not be captured by the spill containers. The product transloaded by the Site is liquid asphalt. Asphalt products are highly viscous and require heating before pumping. The highly viscous products are, by nature, relatively immobile. The spill kit is sufficient to address a low-magnitude spill. Product transfer activities at the Site are constantly monitored by Site personnel, and the Site is operated 24 hours per day, seven days per week. Therefore, if a minor spill occurs at the Facility, appropriate personnel on-site during the spill are prepared to clean up the spilled product.

5.0 Worst Case Discharge Scenario Evaluation

Response actions to a spill (e.g., necessary response equipment and personnel) depend on the magnitude of the spill and product released. Planning for smaller discharges is necessary because the nature of the response may be qualitatively different depending on the discharge quantity. Spill scenarios that were more applicable to PS transloading operations are discussed in further detail in Section 3.2. This section discusses a worst-case discharge of petroleum products or hazardous substances during transloading operations.

A worst-case discharge under this SPRP is considered the loss of the capacity of the entire contents of a vessel in weather conditions that impede cleanup. Thus, the hypothetical worst-case discharge scenario for PS transloading operations would be the loss of an entire rail car volume (29,000 gallons). This scenario is considered unlikely and could only occur from 1) a catastrophic failure of the rail car vessel or 2) a natural disaster.

If a Worst-Case Discharge occurs, the notification procedures listed in Section 4.2 will be initiated. On-site personnel will assess the conditions and hazards to ensure the response plan can be safely conducted. A spill should be approached from an upwind direction and air monitoring should be performed. The leak should be plugged, if possible, without risk. Generally, the transload area is relatively flat. Storm drainage will be constructed to typically flow towards either the west or eastern sides into drainage ditches, then to flow to the southeast at the transloading area. If the spill occurs near a storm drain, the inlet will be plugged immediately, and protective BMPs shall be installed at the outlet. BMPs to plug the inlet/outlets include sorbent booms and inert/non-combustible absorbent material (e.g., sand, vermiculite, diatomaceous earth, or soil lined with plastic sheeting).

The storm drains along the interior of the Site are constructed with perforated piping surrounded by walkway ballast and “burrito wrapped” with Mirafi 150N. In the event of a release or spill, the areas of these drains should be protected with BMPs, including boom or earthen berms and absorbent materials.

Protective BMPs shall be installed along the stormwater conveyance lines before they reach the stormwater pond. As an additional safety measure, the outfall from the stormwater pond shall be plugged with BMPs.

PS has retained an emergency response contractor (Olympus). The contractor will bring containers and pumps to capture and contain pooled liquid.

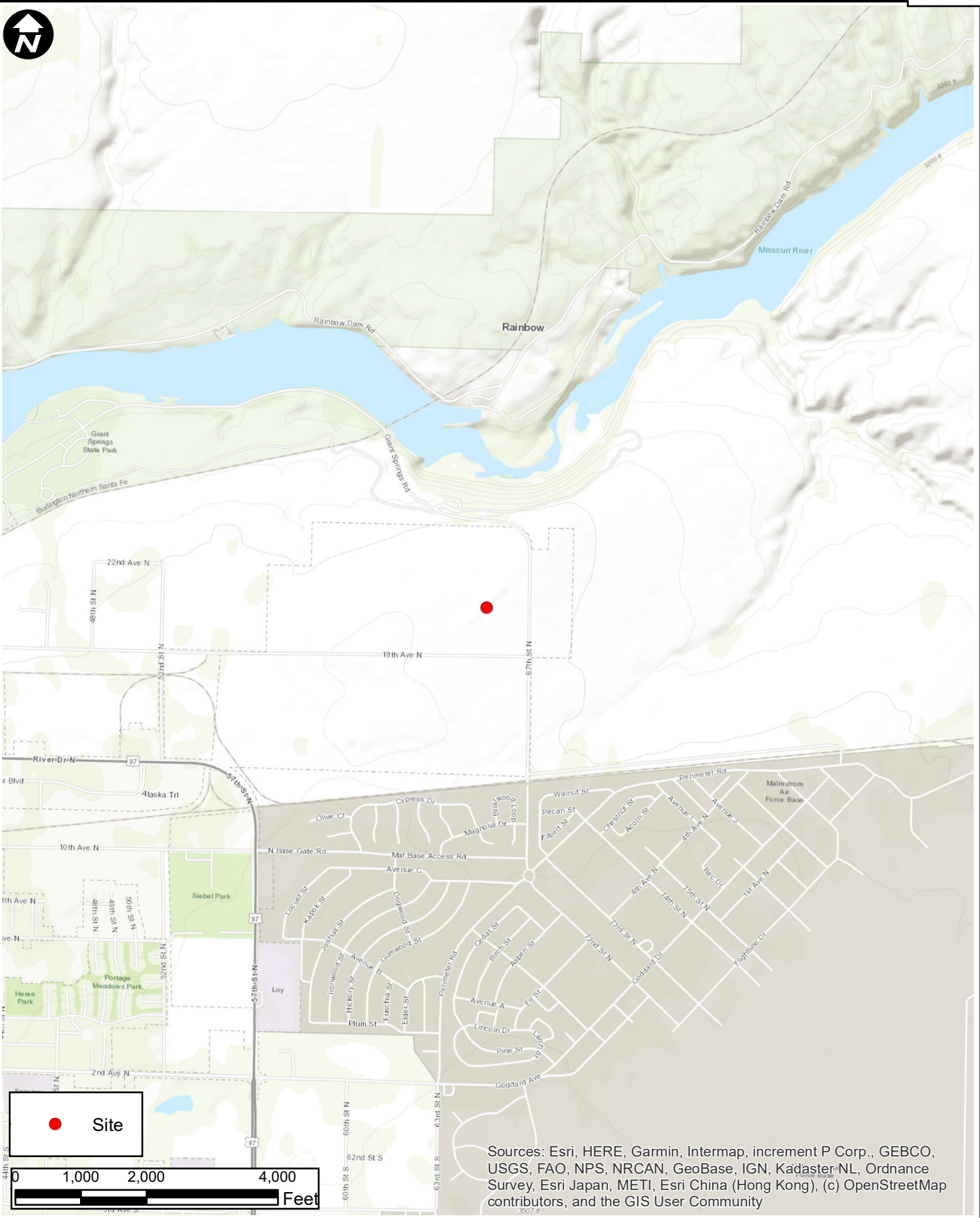
If contaminated soil or waste must be stored on-site, it must be done according to Federal, State, and Municipal laws and regulations. Containers must be stored upright and clearly labeled, and secondary containment must be utilized to avoid environmental contamination.

Heavily impacted soil will be scraped from the surface and deposited within a constructed area(s) contained by a berm. The soil will be covered to prevent the collection of rainwater. Depending on the size of the released spill, large-scale excavation of contaminated soil may be required. Semi-trucks with side/end-dump trailers and trailer tarp covers will be loaded with contaminated soil, and roll-off boxes will be brought to the site to contain the impacted soils during off-site transport. Depending on the distance to a suitable disposal site, impacted soil may also be elected to be loaded directly into rail cars for hauling. Based upon their characterization, the soil will be taken off-site for treatment or disposal. Characterization of waste will vary depending on the selected location for disposal. The closest landfill likely to accept waste of this nature is the High Plains Landfill in Floweree, MT, approximately 13 miles northeast of Great Falls.

Following clean-up activities, PS will contract with an environmental consultant to conduct an environmental assessment to determine the extent of remaining soil and water impacts and develop and implement a corrective action plan for any remaining contamination. All monitoring data and a summary of cleanup activities will be compiled in a report submitted to MDEQ. Olympus can be retained to complete these tasks if desired after release and spill cleanup.

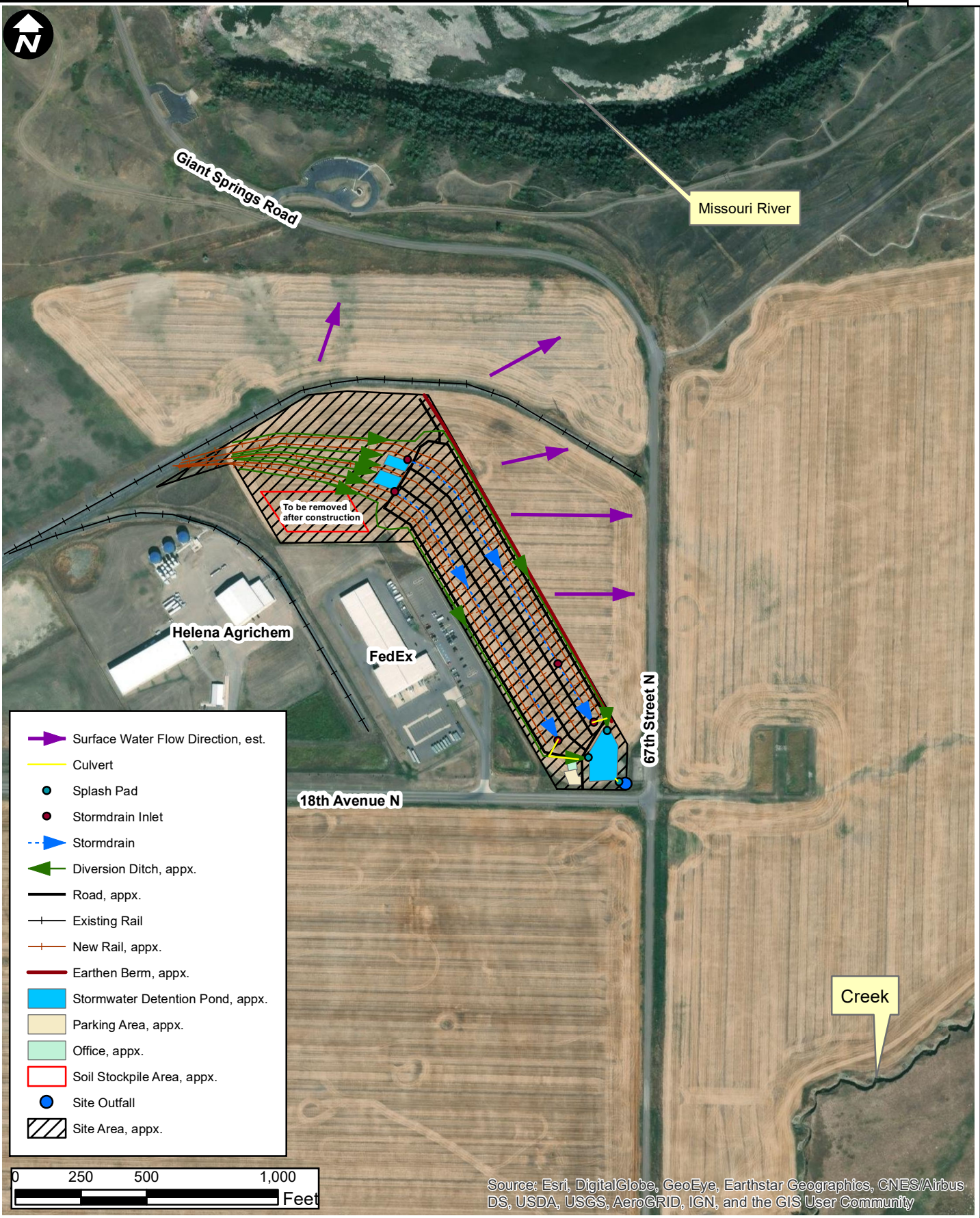
APPENDIX A:

SITE FIGURES

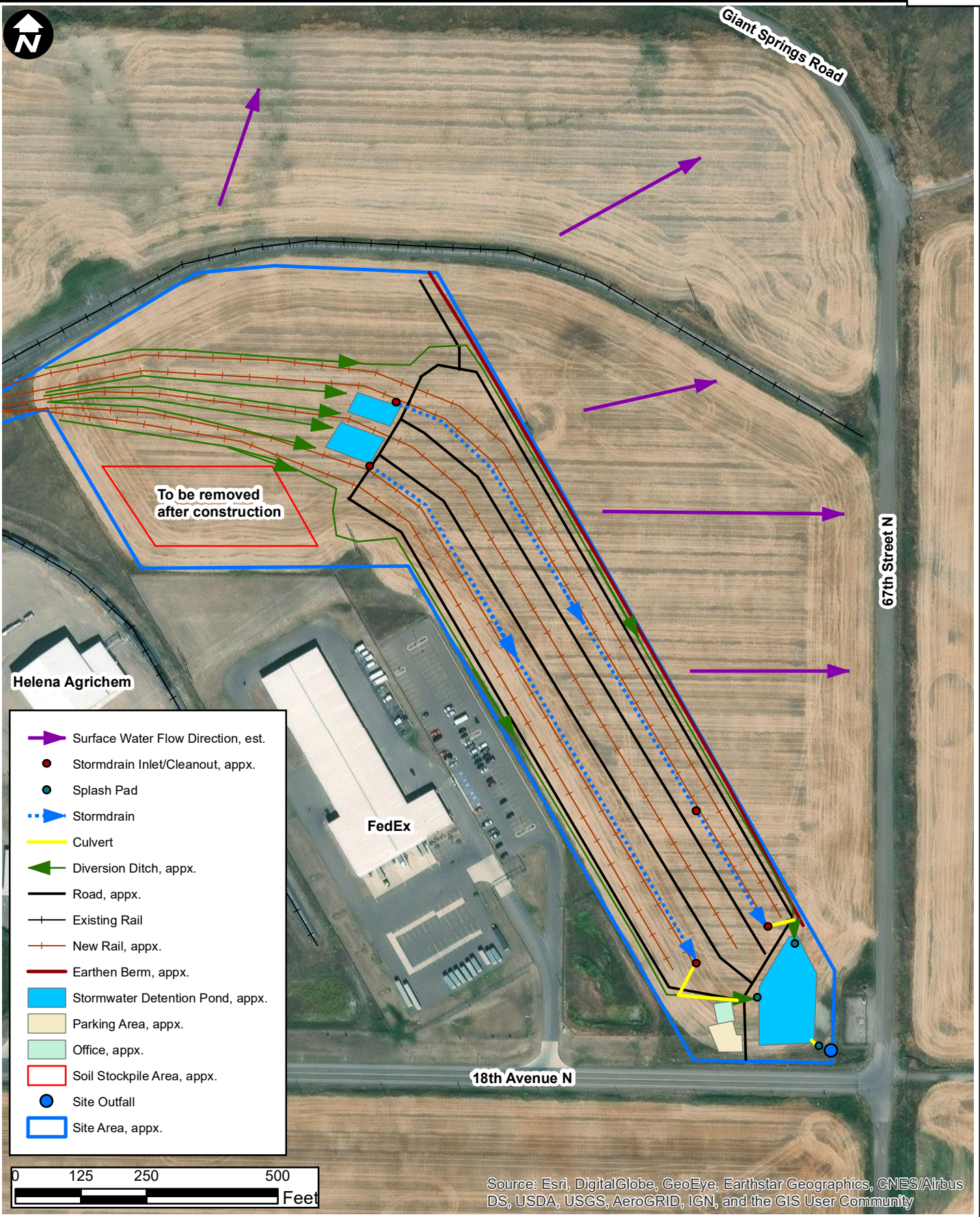


Olympus Technical Services, Inc.	Topographic Map	FIGURE 1

Olympus Technical Services, Inc.	Aerial Photograph	FIGURE 2



Olympus Technical Services, Inc.	Site Features	FIGURE 3



Olympus Technical Services, Inc.	Site Features (Zoom)	FIGURE 4

CONSTRUCTION DRAWINGS FOR
PONDEROSA GREAT FALLS TRANSLOAD
BID PACKAGE #1
GREAT FALLS, MT
MARCH, 2024

PROJECT LOCATION

VICINITY MAP

SHEET INDEX

SHEET NUMBER	DESCRIPTION
C1.0	COVER, SHEET INDEX, & VICINITY MAP
C1.1	NOTES
C1.2	LEGEND, ABBREVIATIONS, SURVEY DATA
C2.0	EXISTING CONDITIONS AND DEMOLITION
C3.0	OVERALL SITE LAYOUT
C3.1	OFFICE & PARKING LOT, LAYOUT & GRADING
C3.2	RAIL CROSSING, LAYOUT & GRADING
C3.3	RAIL YARD PARKING PAD, LAYOUT & GRADING
C3.4	STORM POND, LAYOUT & GRADING
C4.0	RAILWAY LAYOUT PLAN
C4.1	TRACK A & B PLAN AND PROFILE
C4.2	TRACK A & B PLAN AND PROFILE
C4.3	TRACK C PLAN AND PROFILE
C4.4	TRACK C PLAN AND PROFILE
C4.5	TRACK D & E PLAN AND PROFILE
C4.6	TRACK D & E PLAN AND PROFILE
C5.0–C5.X	CROSS SECTIONS
C6.0	TYPICAL SECTIONS
C6.1	DETAILS
C6.2	DETAILS
C6.3	DETAILS
C7.0	SWPPP PLAN
C7.1	SWPPP DETAILS
L1.0	LANDSCAPE NOTES AND SCHEDULE
L1.1	LANDSCAPE PLANTING PLAN
L1.2	LANDSCAPE PLANTING PLAN
L1.3	LANDSCAPE NOTES AND DETAILS
E0.1	ELECTRICAL LEGEND & SPECIFICATION
E0.2	ELECTRICAL DETAILS & SCHEDULES
ES1.0	ELECTRICAL SITE PLAN
ES2.0	ELECTRICAL SITE LIGHTING CALCULATIONS
TOTAL 31 SHEETS	

VICINITY MAP

PROJECT LOCATION

BUILDING PERMIT REVIEW SET

JOHN P. JURAS 9957 PE REGISTERED PROFESSIONAL ENGINEER

REV	DATE	REVISION

TD&H Engineering
406.761.3010 • tdhengineering.com
1800 RIVER DR. NO. • GREAT FALLS, MONTANA 59401

DRAWN BY:	CDF
DESIGNED BY:	CDF
QUALITY CHECK:	JPJ
DATE:	03/12/2024
JOB NO.	23-059
FIELDBOOK	

PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

COVER, SHEET INDEX, & VICINITY MAP

23-059

SHEET C1.0

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GENERAL NOTES

1. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH "BNSF RAILWAY COMPANY SPECIFICATIONS FOR CONSTRUCTION OF INDUSTRIAL TRACKAGE BY PRIVATE CONTRACTOR" AND "REQUIREMENTS FOR CONTRACTORS WORKING ON BNSF RIGHT-OF-WAY." ALL EXCEPTIONS MUST BE IN WRITING.
2. PROTECT ALL UTILITIES WHETHER SHOWN ON THE PLAN OR NOT.
3. NOTIFY ALL UTILITIES AND THE UTILITIES UNDERGROUND LOCATION CENTER (800) 424-5555 WHEN CONSTRUCTION WORK BEGINS AND TO ARRANGE FOR A REPRESENTATIVE OF THE UTILITY TO BE PRESENT IF THE CONTRACTOR'S OPERATIONS ARE IN CLOSE PROXIMITY TO ANY LINES IN THEIR EXISTING OR RELOCATED POSITION WHICH COULD CREATE A HAZARDOUS CONDITION. ALL CLEARANCES OR DEPTHS PROVIDED FOR UTILITIES ARE FROM THE EXISTING GROUND LINE AND ARE APPROXIMATE.
4. THERE SHALL BE NO 'STANDING WATER' IN TRACK DITCHES BETWEEN CULVERTS, AT ROAD CROSSINGS, OR AT CULVERT ENDS. 'POSITIVE DRAINAGE' WILL BE MAINTAINED THROUGHOUT THE LIMITS OF CONSTRUCTION.
5. PROPOSED TRACK SECTION IS BASED ON WOOD TIES AT 21.5" CENTERS. RAIL CONTRACTOR BASE BID SHALL BE BASED ON THIS SECTION WITH WOOD TIES. UNLESS OTHERWISE NOTED.
6. THE OWNER'S REPRESENTATIVE WILL VERIFY THAT GRADING CONTRACTOR ROADBED PREPARATION IS COMPLETE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, INCLUDING A TOPOGRAPHIC SURVEY OF THE PREPARED SUBGRADE AND SUBBALLAST, PRIOR TO THE RAIL CONTRACTOR BEGINNING WORK.

GRADING NOTES

1. CONTRACTOR SHALL CONSTRUCT SUBGRADE OF AREAS RECEIVING SEED TO ALLOW FOR 4" OF TOPSOIL TO BE APPLIED TO MEET THE PROPOSED GRADES.
2. EXCESS TOPSOIL AND EXCAVATED SOIL MAY BE STOCKPILED ON SITE WHERE INDICATED.
3. RETURN ALL DISTURBED AREAS OUTSIDE THE IMPROVEMENT AREA TO PRE-CONSTRUCTION CONDITION OR BETTER.
4. COMPLY WITH THE PROVISIONS OF THE GEOTECH REPORT AND THE DUST DONTROL PLAN.

STORM DRAIN & SANITARY SEWER NOTES

1. ALL GRAVITY SEWER PIPE IS TO BE SDR35 PVC AND MEET ASTM 3034 STANDARDS UNLESS OTHERWISE NOTED ON PLANS.
2. MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION AT CROSSINGS BETWEEN OUTSIDE OF SEWER/STORM DRAIN PIPE AND OUTSIDE OF WATER PIPE.
3. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN OUTSIDE OF SEWER OR STORM DRAIN PIPE AND OUTSIDE OF WATER PIPE.
4. FIELD VERIFY LINE AND GRADE OF EXISTING CONNECTIONS.
5. EXCAVATE ALL CROSSINGS BETWEEN WATER LINES AND STORM/SEWER LINES PRIOR TO BEGINNING TRENCH EXCAVATION TO ENSURE CROSSING CLEARANCE. NOTIFY ENGINEER AND OWNER OF ANY CONFLICTS.

PAVEMENT NOTES

1. NEW PARKING LOT STRIPING TO BE 4" YELLOW PAINT PER MPWSS SECTION 02581, UNLESS OTHERWISE NOTED ON PLANS. ALL STRIPING ASSOCIATED WITH HANDICAP PARKING SHALL BE 4" BLUE PAINT.
2. ALL CONCRETE AND ASPHALT PAVEMENT SHALL CONFORM TO SPECIFICATIONS.
3. ASPHALT PAVEMENT OVER 3" THICK SHALL BE PLACED IN 2 LIFTS.

CONSTRUCTION PHASING

PROJECT IS SPLIT INTO THREE BID PACKAGES.

1. BID PACKAGE NUMBER ONE (BP #1) INCLUDES:
   - 1.1. TOPSOIL STRIPPING, EXCAVATION, EMBANKMENT, AND SUBGRADE PREPARATION OF ALL BP #1 WORK AREAS, EXCLUDING BP #2 AND BP #3 AS INDICATED ON C3.0.
   - 1.2. INSTALLATION OF ALL SITE UTILITIES EXCEPT THOSE REQUIRED FOR BP #2 AND INCLUDING THOSE REQUIRED FOR BP #3 TEMPORARILY STUBBED TO WITHIN 5 FEET OF BUILDING FOUNDATION LINE OR AS INDICATED ON SHEET C3.1.
   - 1.3. STORMWATER DETENTION FACILITY.
   - 1.4. SITE LIGHTING, POWER CIRCUITS.
   - 1.5. TRACKS C, D, & E COMPLETE.
   - 1.6. CONCRETE ASPHALT AND GRAVEL SURFACING WHERE INDICATED FOR BP #1.
   - 1.7. REVEGETATION OF AREAS DISTURBED BY BP #1.
2. BID PACKAGE NUMBER TWO (BP #2)
   - 2.1. TOPSOIL STRIPPING, EXCAVATION, EMBANKMENT AND SUBGRADE PREPARATION OF ALL BP #2 WORK AREAS.
   - 2.2. INSTALLATION OF TRACKS A & B COMPLETE.
   - 2.3. SITE LIGHTING FOR TRACKS A & B.
   - 2.4. GRAVEL SURFACING WHERE INDICATED FOR BP #2.
   - 2.5. REVEGETATIO OF AREAS DISTURBED BY BP #2.
3. BID PACKAGE NUMBER THREE (BP#3)
   - 3.1. BUILDING CONTRUCTION, COMPLETE.
   - 3.2. LANDSCAPING COMPLETE. EXCEPT FOR SEEDING OF BP #1 & BP #2 AREAS.
   - 3.3. PAVEMENT MARKING AND SIGNS.

SCALING NOTE

DRAWING SHEETS PRINTED FROM ADOBE PDF ELECTRONIC FILES ARE USUALLY NOT TO SCALE. VERIFY PRINTED SHEET SCALES FROM THE BAR SCALES LOCATED ON THE PLAN SHEETS.

UTILITY LOCATION

THE LOCATIONS OF UNDERGROUND UTILITIES REPRESENTED ON THIS DRAWING HAVE BEEN DETERMINED FROM A FIELD SURVEY AND FROM RECORDS OBTAINED FROM THE VARIOUS UTILITY COMPANIES. THE NUMBER AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATION TO OBTAIN THE EXACT INFORMATION NECESSARY TO PROTECT OR ACCESS ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL CALL THE FOLLOWING NUMBER FOR ASSISTANCE : 800-424-5555, OR (406-755-8344, OR 800-551-8344 (FLATHEAD AND LINCOLN COUNTIES)).

"CALL BEFORE YOU DIG"

BUILDING PERMIT REVIEW SET

JOHN P. JURAS 9957 PE REGISTERED PROFESSIONAL ENGINEER

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FIELDBOOK	

PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

NOTES

23-059 | 92 | VG

SHEET C1.1

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LEGEND

NEW	EXISTING	DESCRIPTION
		ASPHALT PAVEMENT
		BARRIER POST
		BUILDING BOUNDARY
		CLEANOUT (SANITARY SEWER, STORM, ROOF DRAIN, SUB DRAIN)
	BH-X	BOREHOLE (GEOTECH)
		CONCRETE
3345	3345	CONTOUR MAJOR
3345	3345	CONTOUR MINOR
	CP-X	CONTROL POINT (WITH NUMBER)
		CURB BOX/STOP
		CULVERT
		DITCH
		GRAVEL
		ELECTRICAL BOX (DIMENSIONS VARY)
		ELECTRICAL BOX (FLUSH)
		ELECTRICAL OUTLET OR CONDUIT
OE	OE	ELECTRIC (OVERHEAD)
X X	X X X X	FENCE CHAIN LINK
		FIRE HYDRANT
		GAS VALVE
		GATE
		GUY WIRE
		LIGHT POLE
		PAINT STRIPE
		POWER POLE
	P/L	PROPERTY LINE
		RAILROAD TRACKS
		RIPRAP
SS	SS	SANITARY SEWER MAIN
	FM	SANITARY SEWER FORCE MAIN
SS	SS	SANITARY SEWER MANHOLE (RIM)
EL=35XX.XX	1000.00 E 1000.00	SPOT ELEVATIONS (SEE ABBREVIATIONS)
T	T	TELEPHONE RISER
UFO	UFO	UNDERGROUND FIBER OPTIC
		UTILITY EASEMENT LINE
	TBM-X EL=XX	TEMPORARY BENCHMARK (NUM & EL OPTIONAL)
		TRAFFIC SIGN
W	W	WATER
		WATER VALVE

NOTE:

SYMBOLOGY SIZE AND SPACING MAY VARY DUE TO SCALE AND PRESENTATION FACTORS.

ABBREVIATIONS

&	AND	# OR NO.	NUMBER
@	AT	O.S.H.A.	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
BP #1	BID PACKAGE NO. 1		
℄	CENTER LINE	O.C.	ON CENTER
C.O. OR CO	CLEANOUT	PI	POINT OF INTERSECTION
CONC.	CONCRETE	POS	POINT OF SWITCH
CU. FT.	CUBIC FEET	PVC	POLYVINYL CHLORIDE
DEMO	DEMOLITION	P.S.F.	POUNDS PER SQUARE FOOT
ø OR DIA.	DIAMETER	P.S.I.	POUNDS PER SQUARE INCH
EA.	EACH	REQ'D	REQUIRED
E	EAST/EASTING	SCH.	SCHEDULE
EL. OR ELEV.	ELEVATION	SW	SIDEWALK (ELEVATION)
E.O.A.	EDGE OF ASPHALT	SF	SQUARE FEET
EX. OR EXIST	EXISTING	S.Y.	SQUARE YARDS
F.F.	FINISH FLOOR	STA.	STATION
F.L.	FLOW LINE	SWPPP	STORM WATER POLLUTION PREVENTION PLAN
INV	INVERT		
L.F.	LINEAR FEET	T.C.	TOP OF CURB
MAX.	MAXIMUM	(TYP)	TYPICAL
MIN.	MINIMUM	U.N.O.	UNLESS NOTED OTHERWISE
N	NORTH/NORTHING	W/	WITH
N.T.S.	NOT TO SCALE		

SURVEY CONTROL DATA

HORIZONTAL COORDINATES ARE GROUND, INTERNATIONAL FEET, AND WERE PROJECTED WITH SURVEY QUALITY GPS FROM THE TD&H CONTROL POINT #503. TO CONVERT TO MONTANA STATE PLANE COORDINATES, ZONE 2500, MULTIPLY TIMES THE COMBINED SCALE FACTOR OF 0.9992716354, ABOUT AN ORIGIN OF (0,0).

VERTICAL DATUM IS NAVD88 (GEOID18) AND WAS PROJECTED WITH SURVEY QUALITY GPS FROM THE TD&H CONTROL POINT #503.

Point	Northing	Easting	Elevation	Description
503	1200085.508	1549026.283	3432.62	5/8" REBAR WITH "TD&H CONTROL" RPC

BUILDING PERMIT REVIEW SET

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FIELDBOOK	

PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

LEGEND, ABBREVIATIONS, SURVEY DATA

23-059 93 DWG

SHEET C1.2

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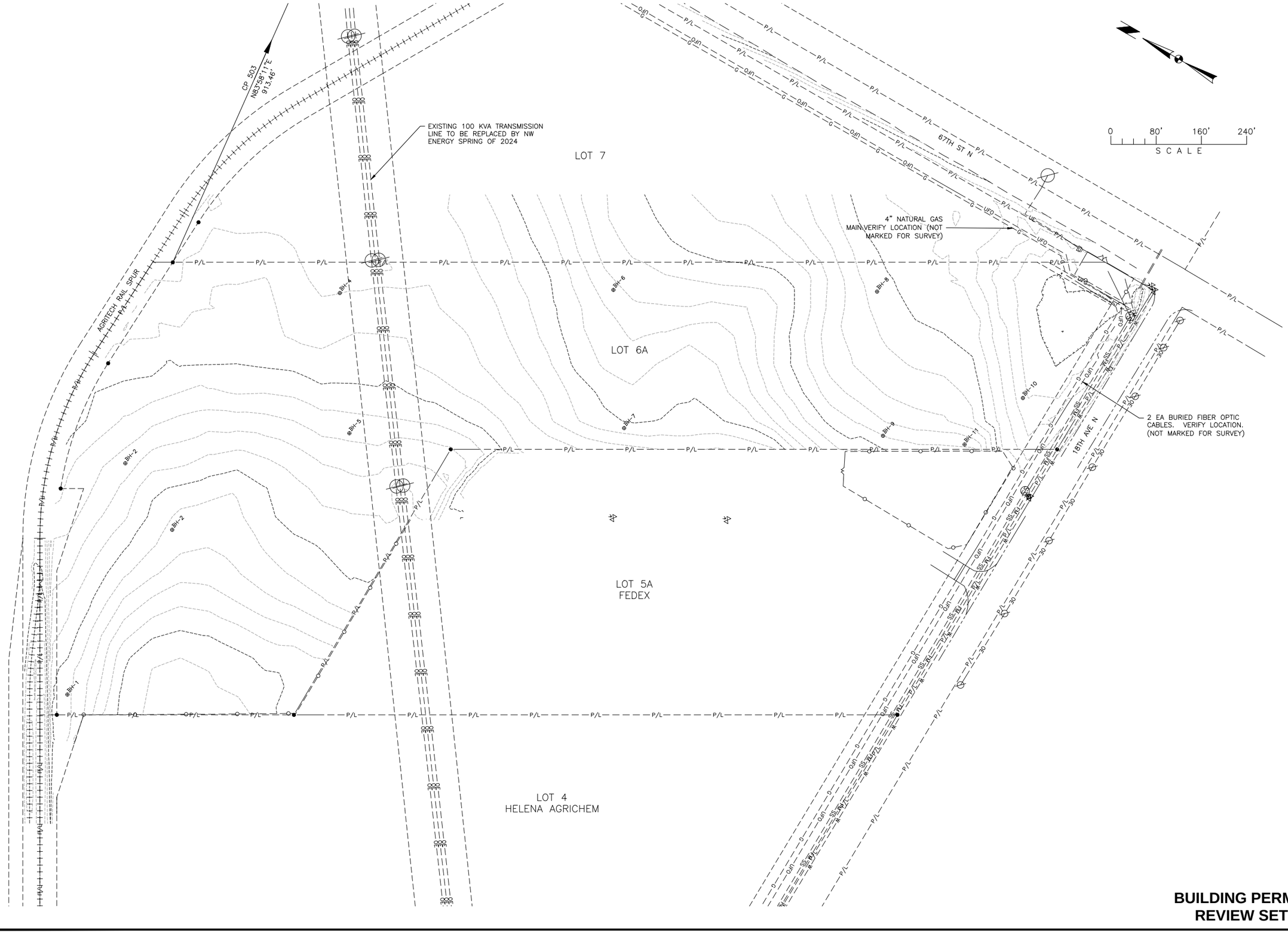

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PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

EXISTING CONDITIONS AND DEMOLITION

23-059 EX

SHEET C2.0

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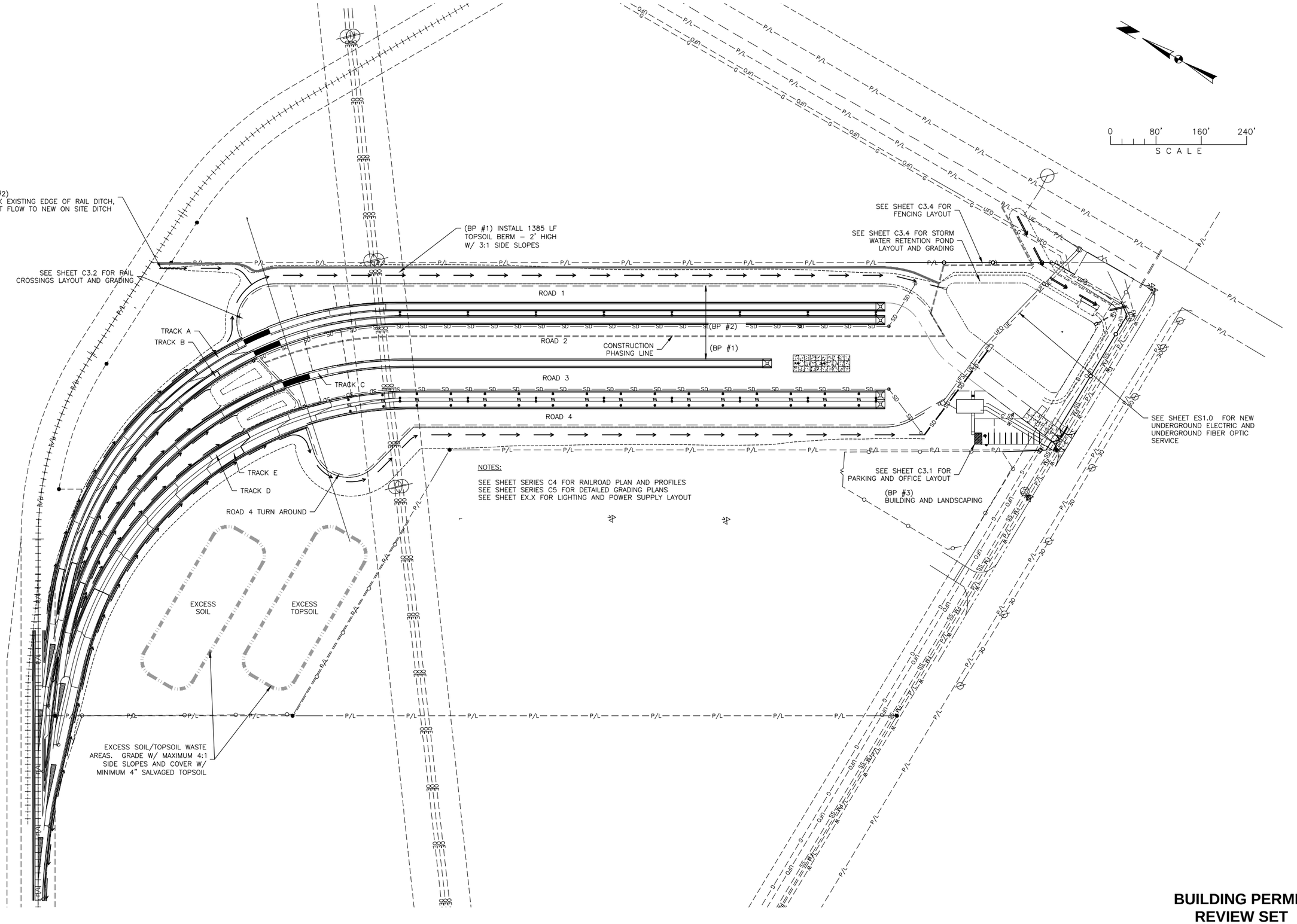

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PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

OVERALL SITE LAYOUT

23-059 L

SHEET C3.0

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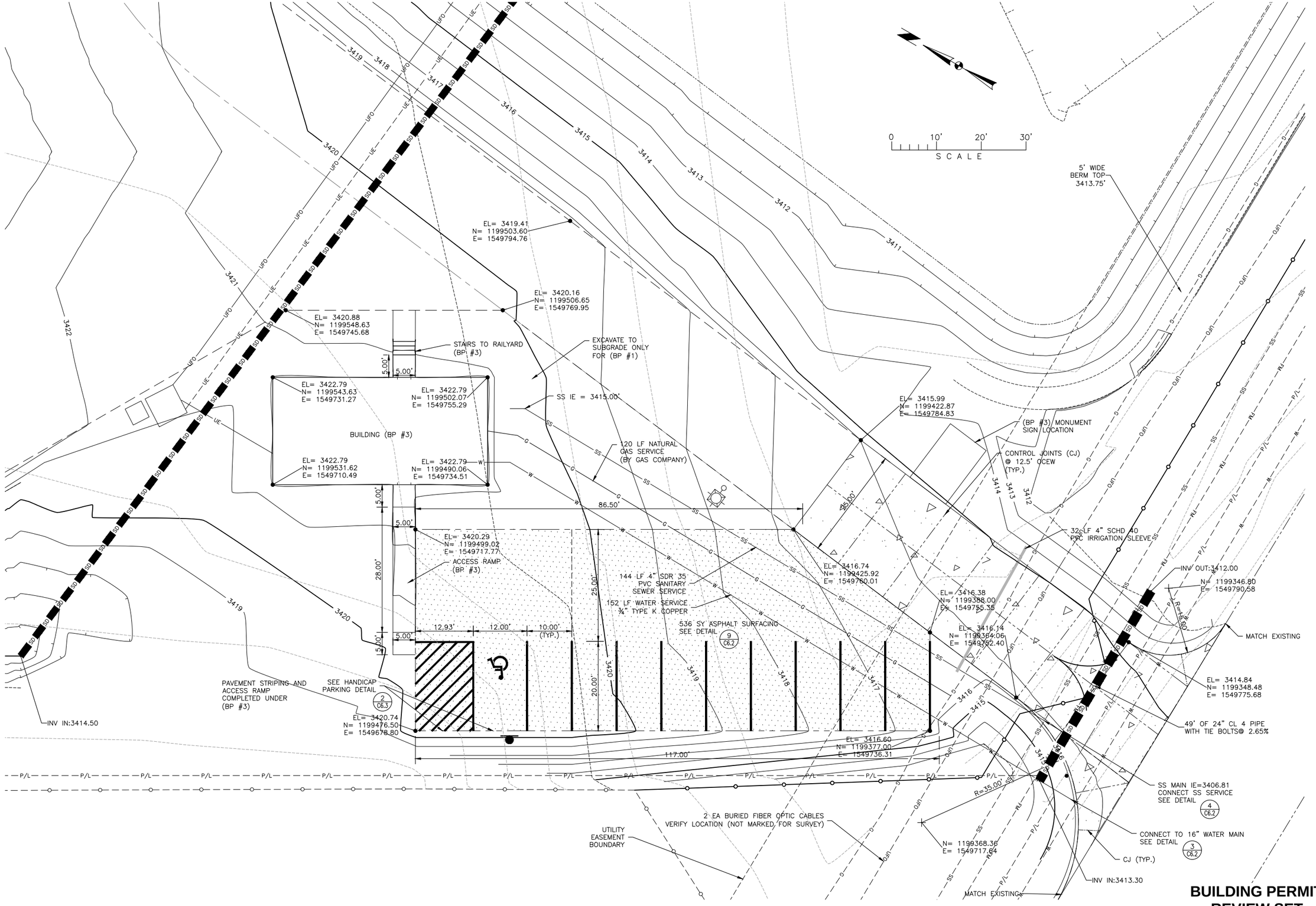

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PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

OFFICE & PARKING LOT, LAYOUT & GRADING

23-059 L

SHEET C3.1

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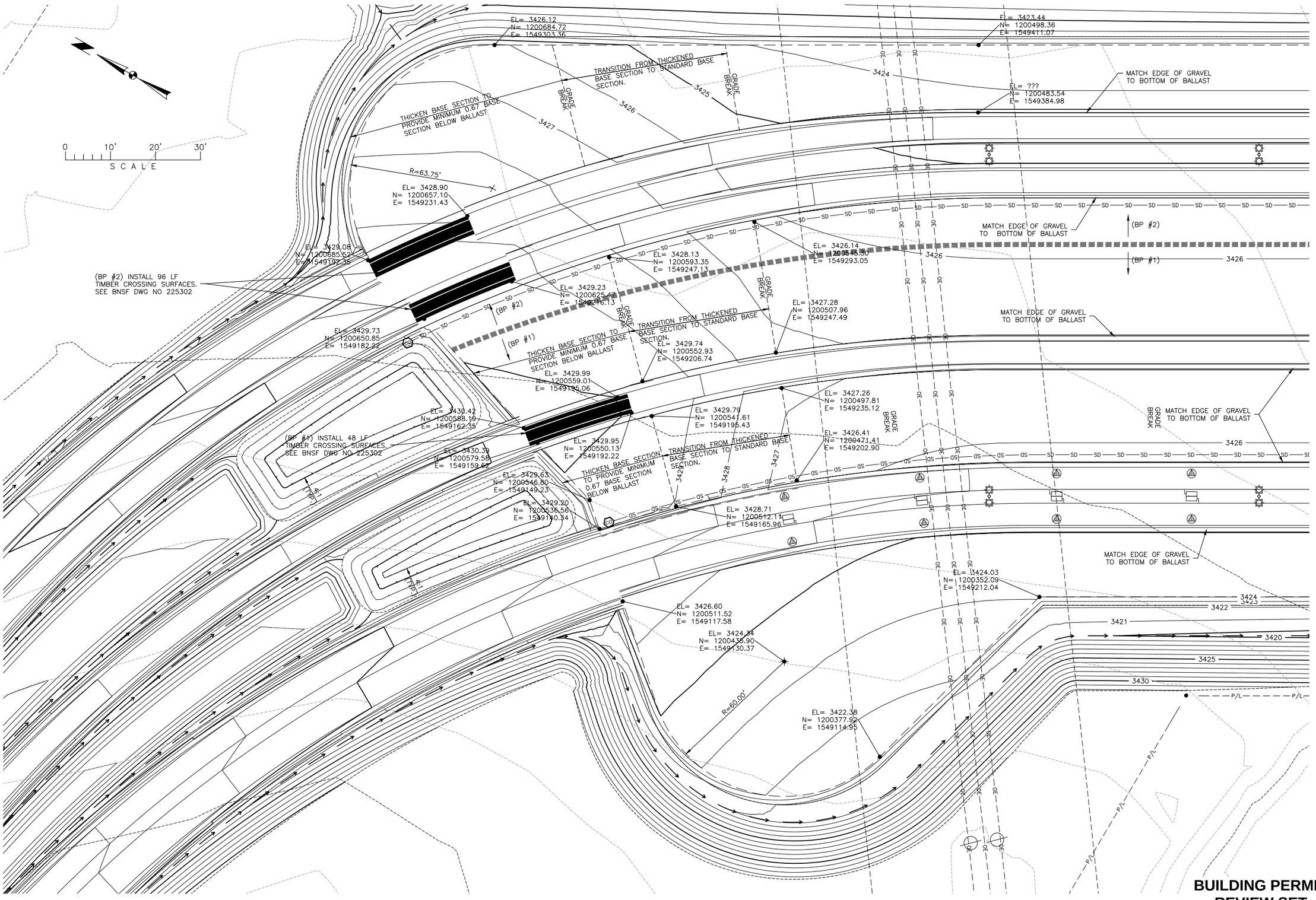

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PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

RAIL CROSSING, LAYOUT & GRADING

23-059 L

SHEET C3.2

(BP #1) INSTALL 1385 LF TOPSOIL BERM
2' HIGH W/ 3:1 SIDE SLOPES

EL= 3423.39
N= 1199753.14
E= 1549841.78

EL= 3422.00
N= 1199659.50
E= 1549840.53

MATCH EDGE OF GRAVEL
TO POINT 4" ABOVE
BOTTOM OF BALLAST

(BP #2)

(BP #1)

EL= 3420.76
N= 1199611.05
E= 1549813.34

INV OUT:3413.50

EL= 3419.93
N= 1199584.87
E= 1549804.76

MATCH EDGE OF GRAVEL
TO POINT 4" ABOVE
BOTTOM OF BALLAST
(SEE TYPICAL SECTIONS)

EL= 3426.76
N= 1199832.48
E= 1549655.31

CONTROL JOINTS (CJ)
@ 10' OCEW

OUTLET PEDESTAL
BOLLARD

OUTLET PEDESTAL
BOLLARD

EL= 3426.76
N= 1199745.90
E= 1549705.35

30.00

4.00

50.00

EL= 3427.06
N= 1199730.88
E= 1549679.37

100.00

EL= 3427.06
N= 1199817.46
E= 1549629.33

MATCH EDGE OF GRAVEL
TO POINT 4" ABOVE
BOTTOM OF BALLAST

EL= 3420.88
N= 1199548.63
E= 1549745.68

187' OF 18" PIPE @ 0.54%

POWER SUPPLY RISER
AND TRANSFORMER
(SEE ELECTRICAL)

EL= 3420.16
N= 1199506.65
E= 1549769.95

EL= 3424.03
N= 1199630.29
E= 1549629.23

EL= 3422.96
N= 1199595.99
E= 1549663.56

MATCH EDGE OF GRAVEL
TO POINT 4" ABOVE
BOTTOM OF BALLAST

INV IN:3414.50

0 20' 40' 60'
SCALE

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PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

RAIL YARD PARKING PAD, LAYOUT & GRADING

23-059 L

SHEET C3.3

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FL=3409.70
N= 1199516.08
E= 1550004.18

FL=3411.33
N= 1199611.92
E= 1550065.13

34'x8' SPLASH PAD
SEE DETAIL 3/C6.3

FL=3409.58
N= 1199500.52
E= 1549999.65

FL=3408.68
N= 1199383.26
E= 1550007.53

FL=3408.85
N= 1199403.15
E= 1549999.63

FL=3408.50
N= 1199365.47
E= 1550024.29

8'x6' SPLASH PAD
SEE DETAIL 3/C6.3

INV OUT:3409.41
52 L.F. 12" SDR 35 PVC @ 4.96%
INV IN:3411.00

POND OUTLET STRUCTURE
SEE DETAIL 1/C6.3

LOT 7 BYPASS DITCH

28.00'

INSTALL 340 LF
CHAIN LINK FENCE
SEE DETAIL 6/C6.1

POND OVERFLOW = 3412.75

5' WIDE
BERM TOP
3413.75'

EL= 3410.25
N= 1199538.40
E= 1549955.62

EL= 3410.25
N= 1199405.66
E= 1549955.59

STORM POND
(BP #1)

(BP #1) INSTALL 1385 LF TOPSOIL BERM
2' HIGH W/ 3:1 SIDE SLOPES

5'x5' SPLASH PAD
SEE DETAIL 3/C6.3

EL= 3410.25
N= 1199642.47
E= 1549895.47

14'x6' SPLASH PAD
SEE DETAIL 3/C6.3

EL= 3410.25
N= 1199407.65
E= 1549839.62

INSTALL 260 LF
CHAIN LINK FENCE
SEE DETAIL 6/C6.1

5' WIDE
BERM TOP
3413.75'

EL= 3410.25
N= 1199580.94
E= 1549860.94

INV OUT:3413.50

EL= 3422.00
N= 1199659.50
E= 1549840.53

187' OF 18" PIPE @ 0.54%

EL= 3420.76
N= 1199611.05
E= 1549813.34

EL= 3419.93
N= 1199584.87
E= 1549804.76

EL= 3420.16
N= 1199506.65
E= 1549769.95

INSTALL 30 LF
DOUBLE SWING GATE
SEE DETAIL 7/C6.1

MATCH EDGE OF GRAVEL
TO POINT 4" ABOVE
BOTTOM OF BALLAST

(BP #2)

(BP #1)

EL= 3420.88
N= 1199548.63
E= 1549745.68

INSTALL 95 LF
CHAIN LINK FENCE
SEE DETAIL 6/C6.1

0 20' 40' 60'
SCALE

BUILDING PERMIT REVIEW SET

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PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

STORM POND, LAYOUT & GRADING

23-059 L

SHEET C3.4

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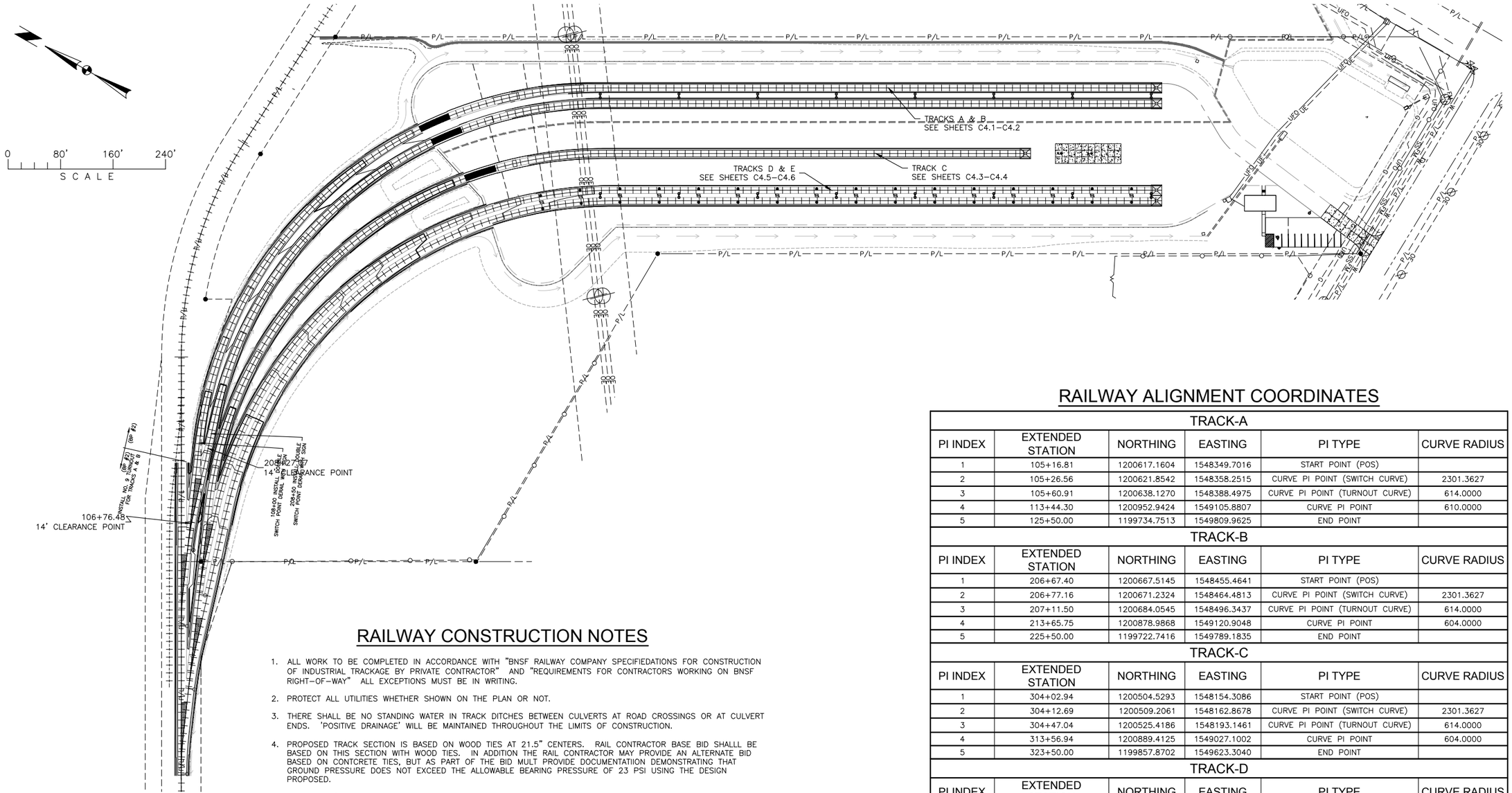

RAILWAY ALIGNMENT COORDINATES

TRACK-A					
PI INDEX	EXTENDED STATION	NORTHING	EASTING	PI TYPE	CURVE RADIUS
1	105+16.81	1200617.1604	1548349.7016	START POINT (POS)	
2	105+26.56	1200621.8542	1548358.2515	CURVE PI POINT (SWITCH CURVE)	2301.3627
3	105+60.91	1200638.1270	1548388.4975	CURVE PI POINT (TURNOUT CURVE)	614.0000
4	113+44.30	1200952.9424	1549105.8807	CURVE PI POINT	610.0000
5	125+50.00	1199734.7513	1549809.9625	END POINT	

TRACK-B					
PI INDEX	EXTENDED STATION	NORTHING	EASTING	PI TYPE	CURVE RADIUS
1	206+67.40	1200667.5145	1548455.4641	START POINT (POS)	
2	206+77.16	1200671.2324	1548464.4813	CURVE PI POINT (SWITCH CURVE)	2301.3627
3	207+11.50	1200684.0545	1548496.3437	CURVE PI POINT (TURNOUT CURVE)	614.0000
4	213+65.75	1200878.9868	1549120.9048	CURVE PI POINT	604.0000
5	225+50.00	1199722.7416	1549789.1835	END POINT	

TRACK-C					
PI INDEX	EXTENDED STATION	NORTHING	EASTING	PI TYPE	CURVE RADIUS
1	304+02.94	1200504.5293	1548154.3086	START POINT (POS)	
2	304+12.69	1200509.2061	1548162.8678	CURVE PI POINT (SWITCH CURVE)	2301.3627
3	304+47.04	1200525.4186	1548193.1461	CURVE PI POINT (TURNOUT CURVE)	614.0000
4	313+56.94	1200889.4125	1549027.1002	CURVE PI POINT	604.0000
5	323+50.00	1199857.8702	1549623.3040	END POINT	

TRACK-D					
PI INDEX	EXTENDED STATION	NORTHING	EASTING	PI TYPE	CURVE RADIUS
1	407+39.86	1200617.7708	1548404.7362	START POINT (POS)	
2	407+49.61	1200621.4707	1548413.7608	CURVE PI POINT (SWITCH CURVE)	2301.3627
3	407+83.96	1200634.2294	1548445.6487	CURVE PI POINT (TURNOUT CURVE)	614.0000
4	413+73.71	1200808.8268	1549008.9959	CURVE PI POINT	620.0000
5	425+50.00	1199656.6892	1549674.9006	END POINT	

TRACK-E					
PI INDEX	EXTENDED STATION	NORTHING	EASTING	PI TYPE	CURVE RADIUS
1	506+17.87	1200559.9926	1548272.3593	START POINT (POS)	
2	506+27.62	1200563.6925	1548281.3839	CURVE PI POINT (SWITCH CURVE)	2301.3627
3	506+61.96	1200576.4512	1548313.2718	CURVE PI POINT (TURNOUT CURVE)	614.0000
4	513+82.50	1200789.7633	1549001.5339	CURVE PI POINT	604.0000
5	525+50.00	1199648.6827	1549661.0479	END POINT	

RAILWAY CONSTRUCTION NOTES

1. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH "BNSF RAILWAY COMPANY SPECIFIEDATIONS FOR CONSTRUCTION OF INDUSTRIAL TRACKAGE BY PRIVATE CONTRACTOR" AND "REQUIREMENTS FOR CONTRACTORS WORKING ON BNSF RIGHT–OF–WAY" ALL EXCEPTIONS MUST BE IN WRITING.
2. PROTECT ALL UTILITIES WHETHER SHOWN ON THE PLAN OR NOT.
3. THERE SHALL BE NO STANDING WATER IN TRACK DITCHES BETWEEN CULVERTS AT ROAD CROSSINGS OR AT CULVERT ENDS. 'POSITIVE DRAINAGE' WILL BE MAINTAINED THROUGHOUT THE LIMITS OF CONSTRUCTION.
4. PROPOSED TRACK SECTION IS BASED ON WOOD TIES AT 21.5" CENTERS. RAIL CONTRACTOR BASE BID SHALLL BE BASED ON THIS SECTION WITH WOOD TIES. IN ADDITION THE RAIL CONTRACTOR MAY PROVIDE AN ALTERNATE BID BASED ON CONTCRETE TIES, BUT AS PART OF THE BID MULT PROVIDE DOCUMENTATIION DEMONSTRATING THAT GROUND PRESSURE DOES NOT EXCEED THE ALLOWABLE BEARING PRESSURE OF 23 PSI USING THE DESIGN PROPOSED.
5. THE OWNER'S REPRESENTATIVE WILL VERIFY THAT GRADING CONTRACTOR ROADBED PREPARATION IS COMPLETE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS. INCLUDING A TOPOGRAPHIC SURVEY OF THE ROADBED, PRIOR TO THE RAIL CONTRACTOR BEGINNING WORK.
6. CONFINE EQUIPMENT TO RAILROAD EASEMENT 30' FROM TRACK CENTERLINES.

WORK TO BE PERFORMED BY BNSF

NONE

WORK TO BE PERFORMED BY CONTRACTOR (BP #1)

CONSTRUCT 5061.06 TRACK FEET
WITH 3 #9–115 LB TURNOUTS (107.38' EACH).
INSTALL TWO– DOUBLE SWITCH POINT DERAILS.
INSTALL 3 EACH EARTHEN BUMPER.
INSTALL 48 LF OF TIMBER CROSSING.

RAIL MATERIALS TO BE USED BY THE CONTRACTOR

115# RAIL ON #4 NEW CROSS TIES.
115# MANUAL BNSF STANDARD GEOMETRY TURNOUT WITH INDUSTRIAL STANDARD COMPONENTS INCL. CUT SPIKE TIE PLATES, KNIFE POINTS, AND SELF–GUARDED FROG.
115# MANUAL DOUBLE SWITCH POINT DERAIL PER BNSF STANDARD PLAN 2400 03.
TIMBER CROSSING PANELS FOR LOW DENSITY RAIL TRAFFIC ON 8'6" WOOD TIES PER BNSF DWG NO 225302.

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RAILWAY LAYOUT PLAN

23-059 100 VG

SHEET C4.0

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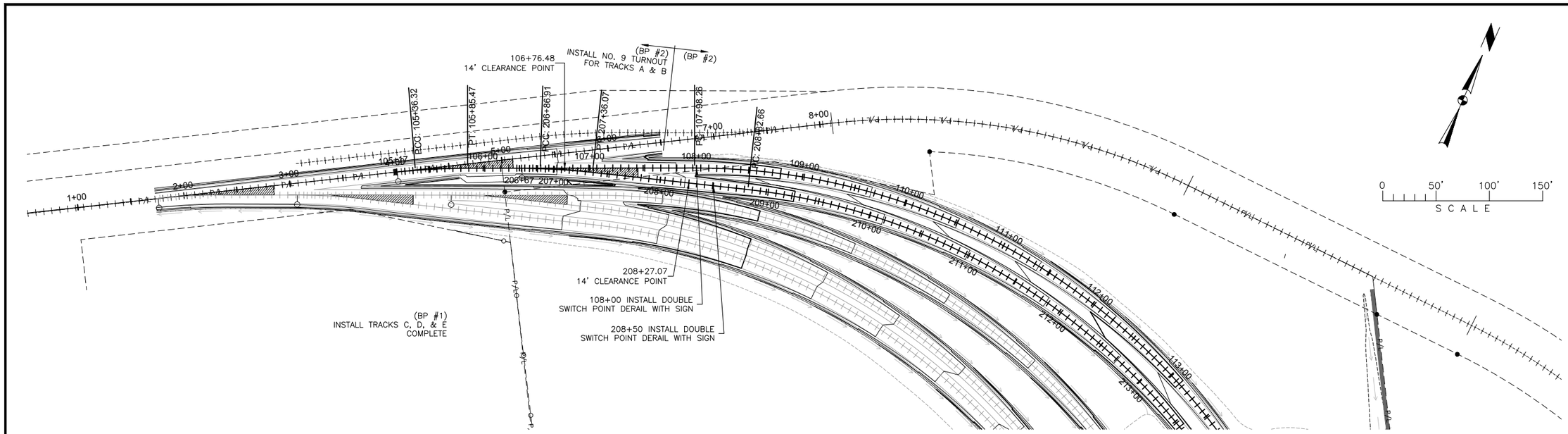
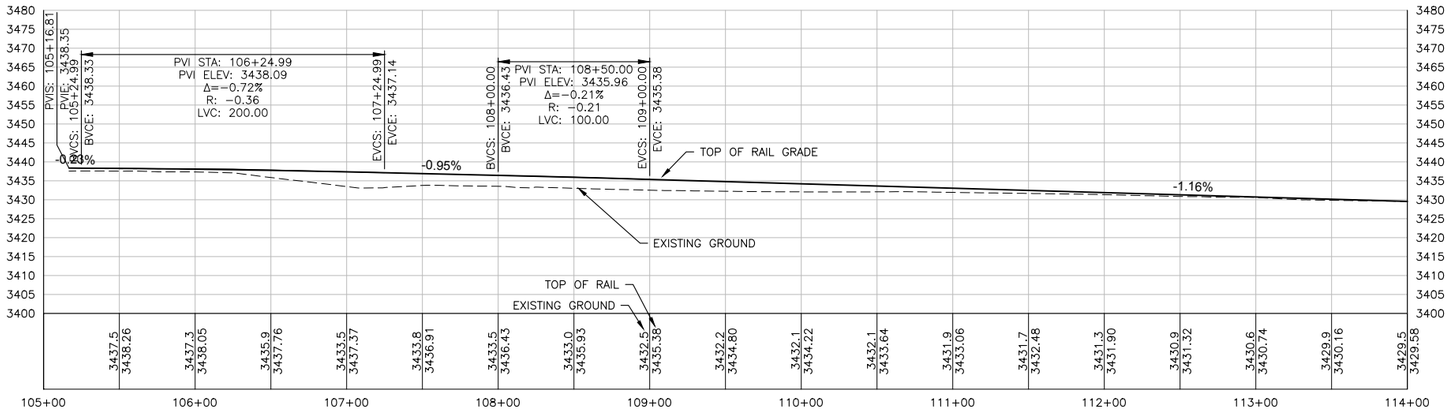
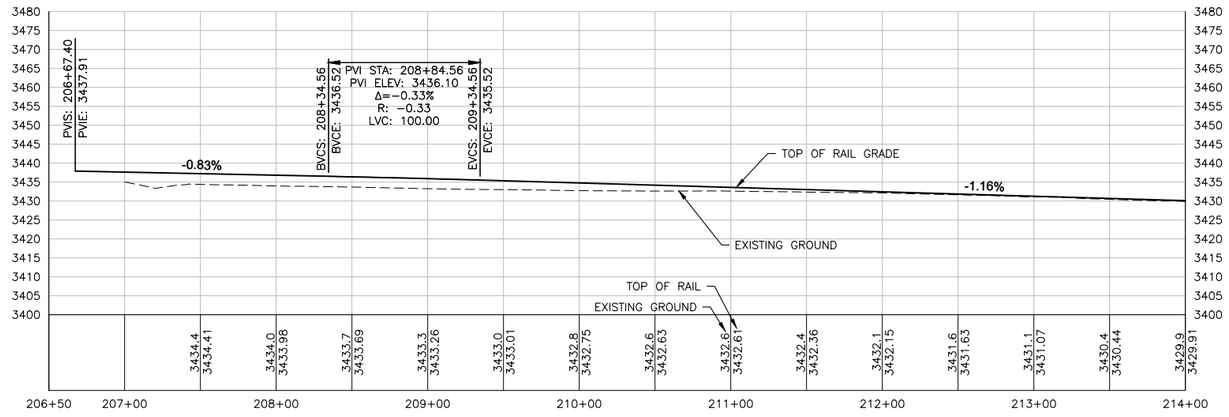




TRACK-A STA:105+00-114+00



TRACK-B STA:206+50-214+00

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GREAT FALLS, MONTANA

TRACK A & B PLAN AND PROFILE

23-059 | SHEET C4.1

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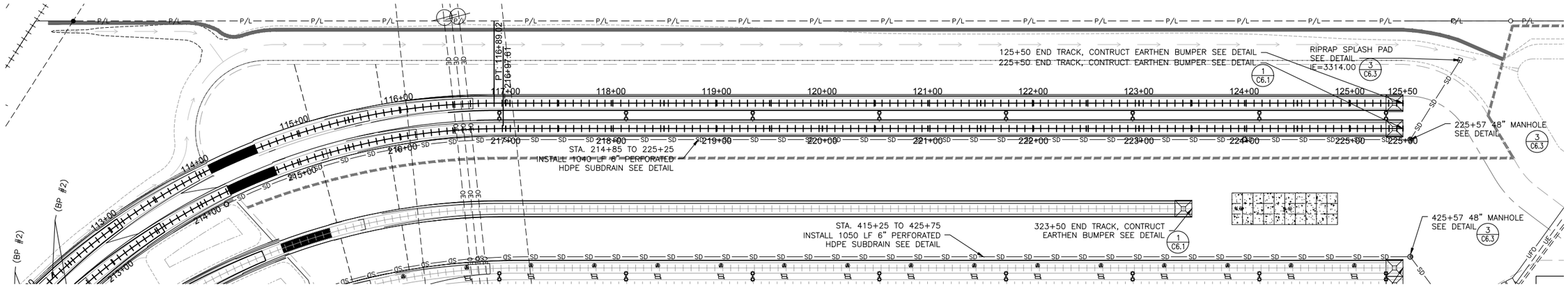

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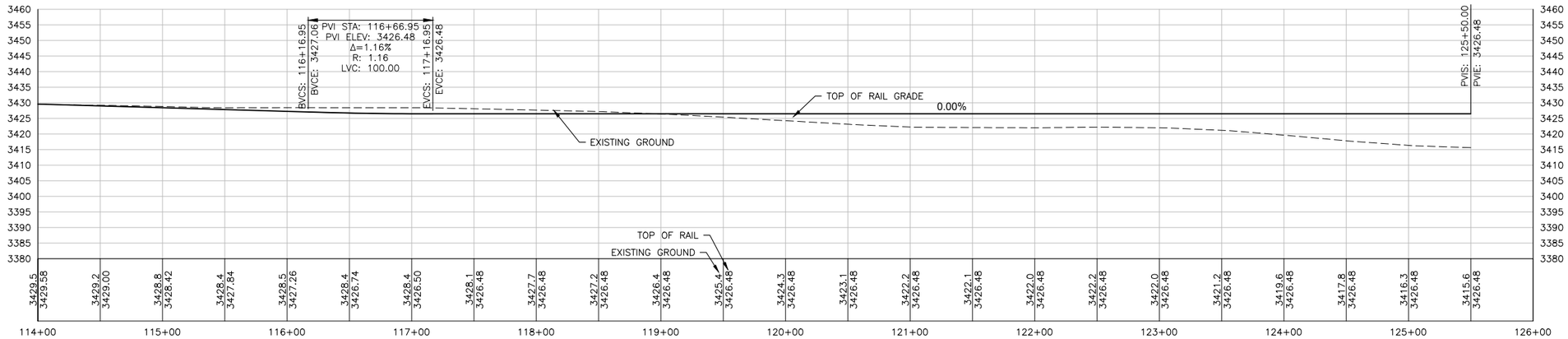
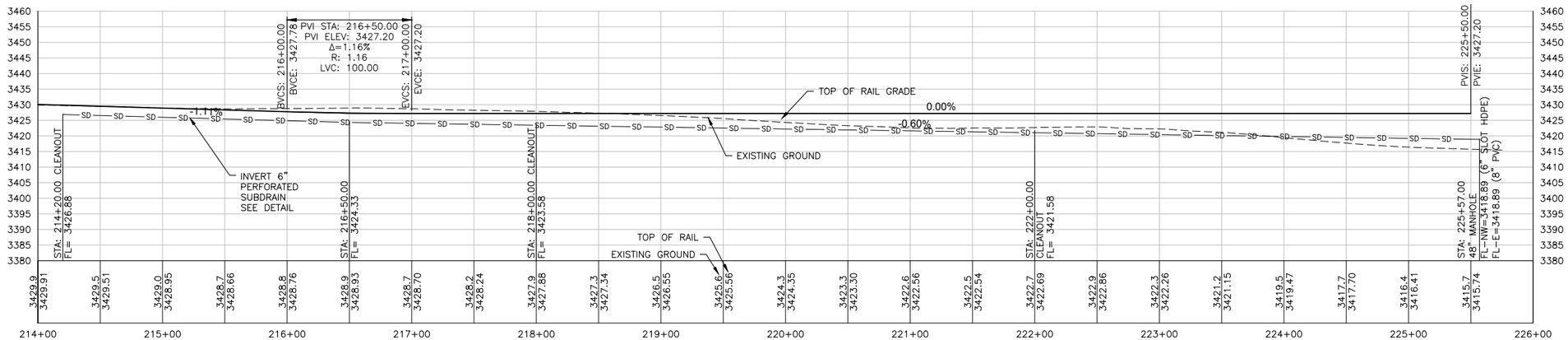


TRACK-A STA:114+00-126+00



TRACK-B STA:214+00-226+00

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PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

TRACK A & B PLAN AND PROFILE

23-059 | VG
SHEET C4.2

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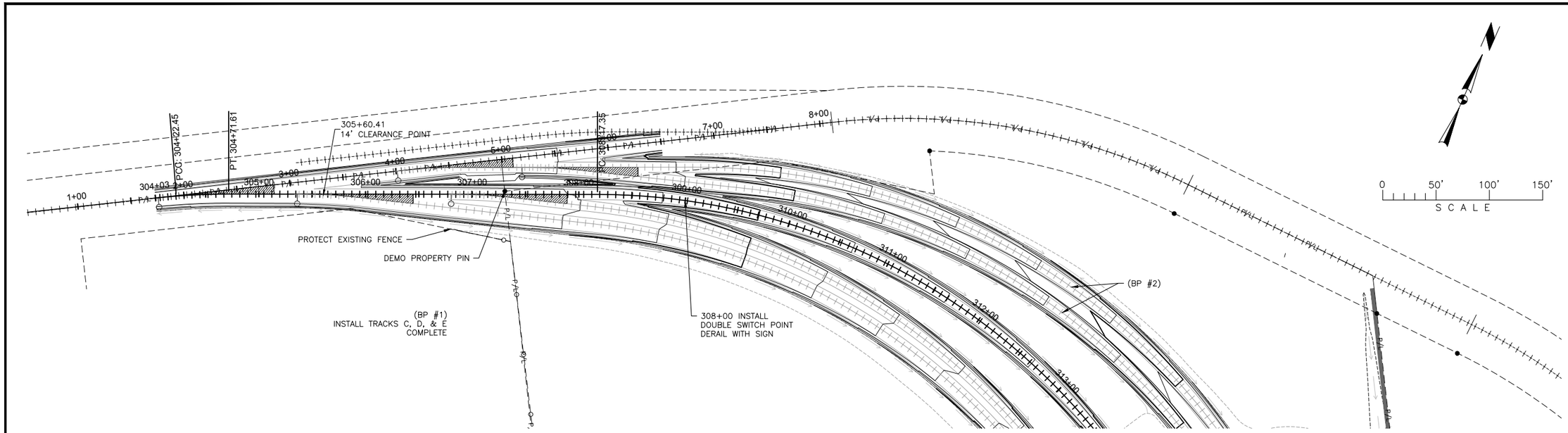

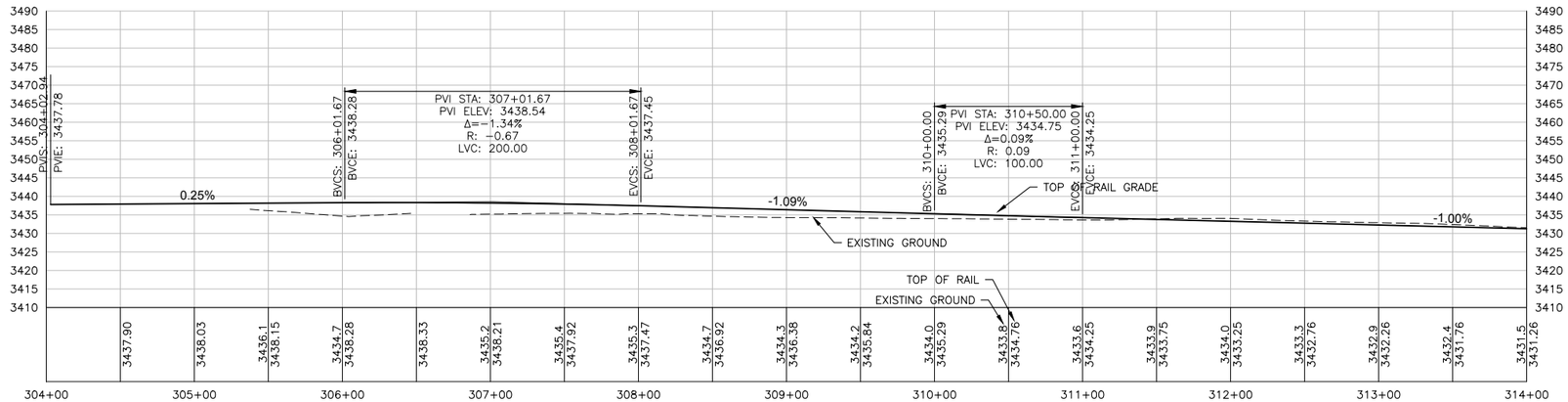

TRACK-C STA:304+00-314+00

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PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

TRACK C PLAN AND PROFILE

23-059 103 VG
SHEET C4.3

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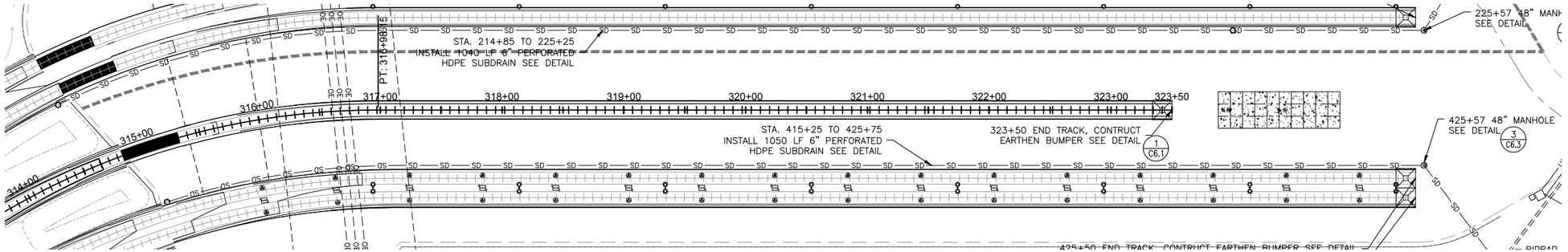

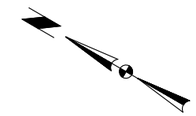

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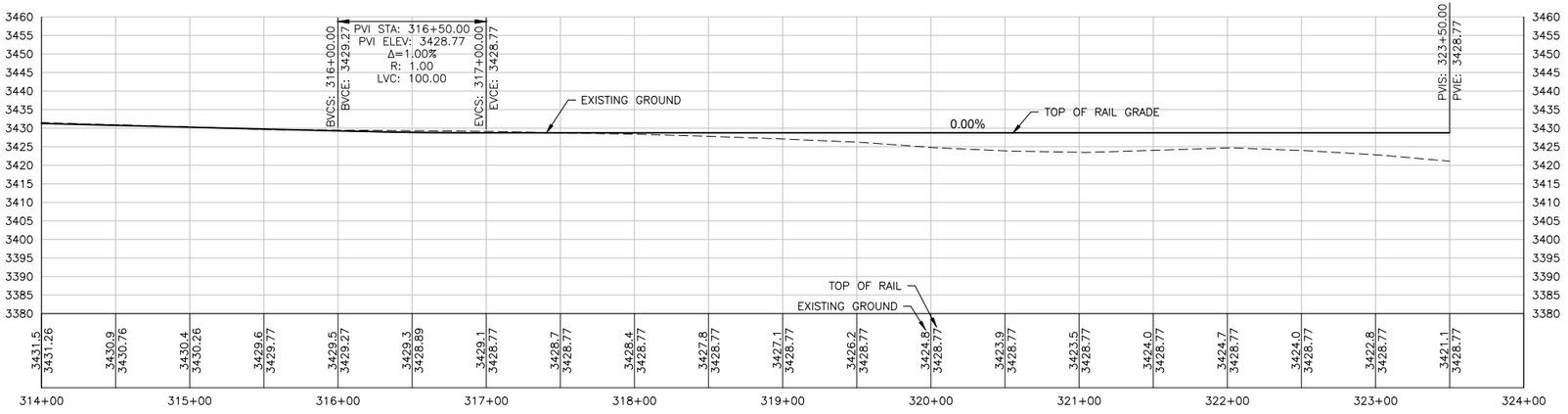
SCALE



TRACK-C STA:314+00-324+00

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GREAT FALLS, MONTANA

TRACK C PLAN AND PROFILE

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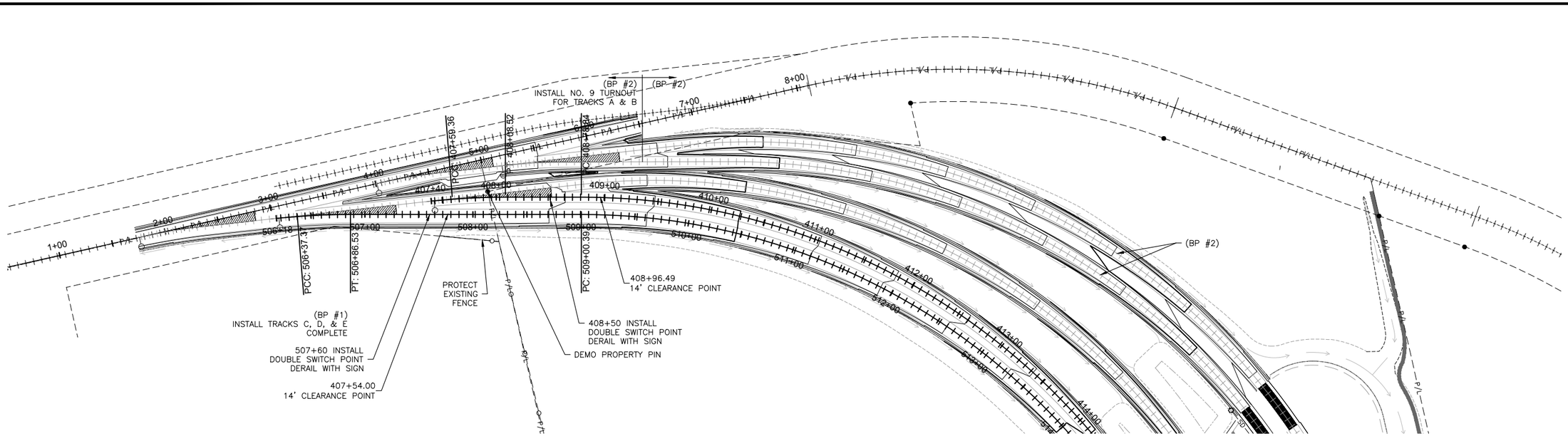
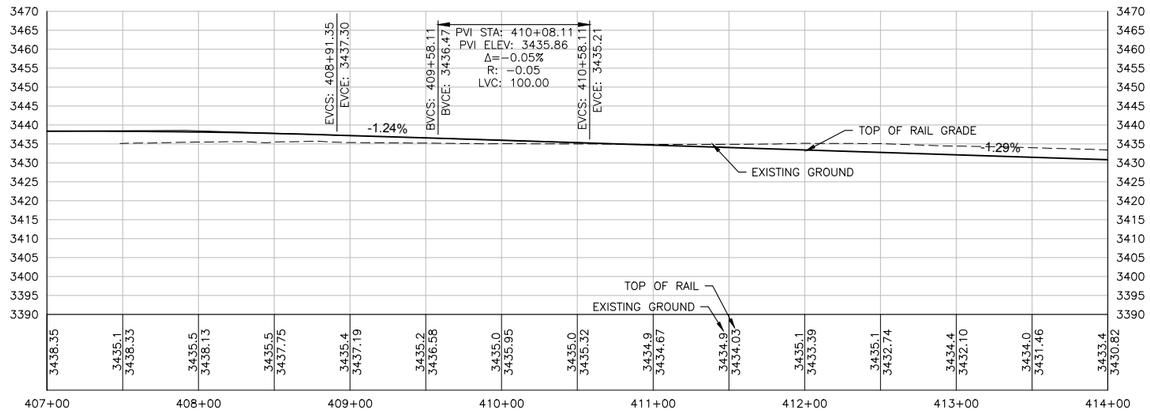
23-059

SHEET C4.4





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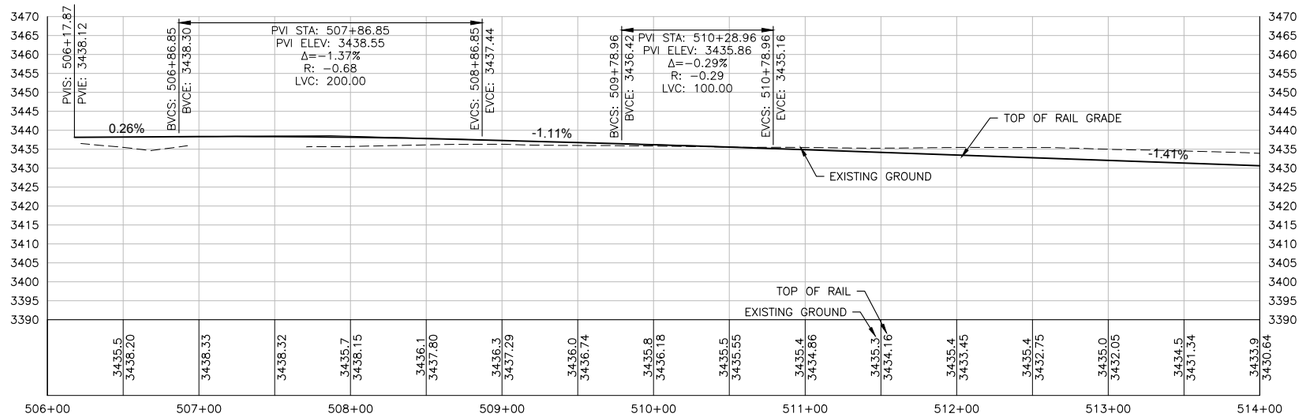

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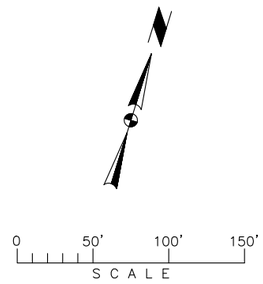

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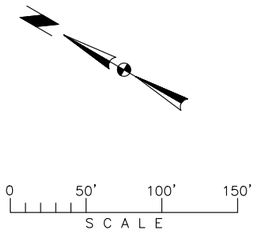
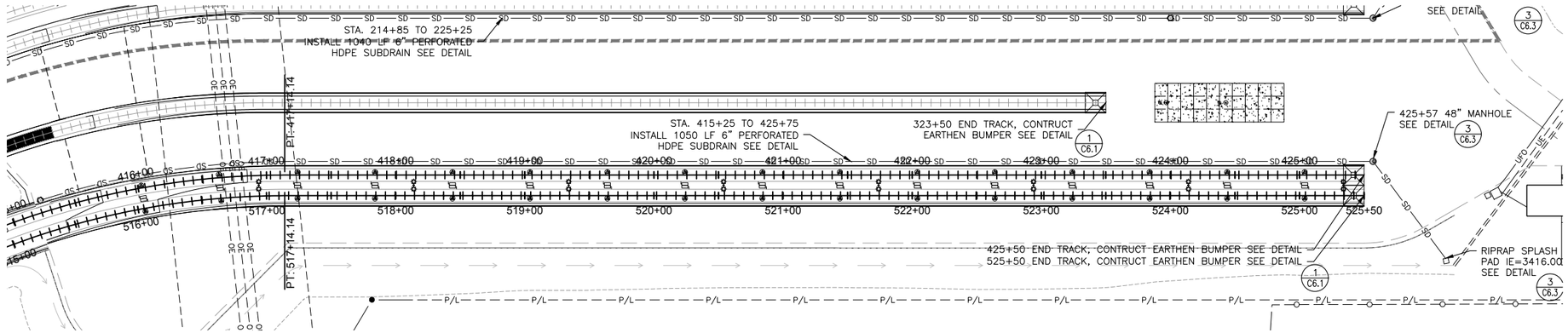
GREAT FALLS, MONTANA

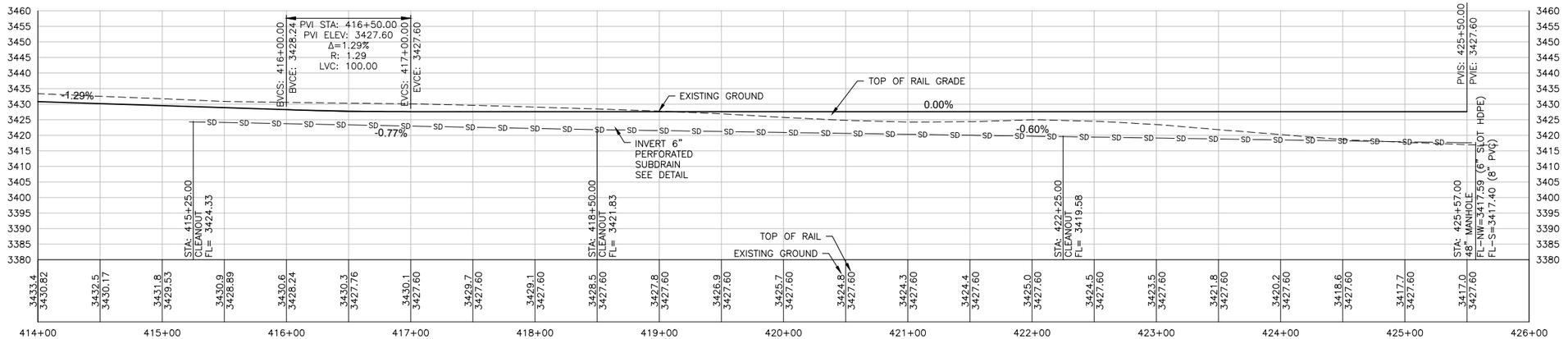
TRACK D & E PLAN AND PROFILE

BUILDING PERMIT REVIEW SET

23-059 VG
SHEET C4.5







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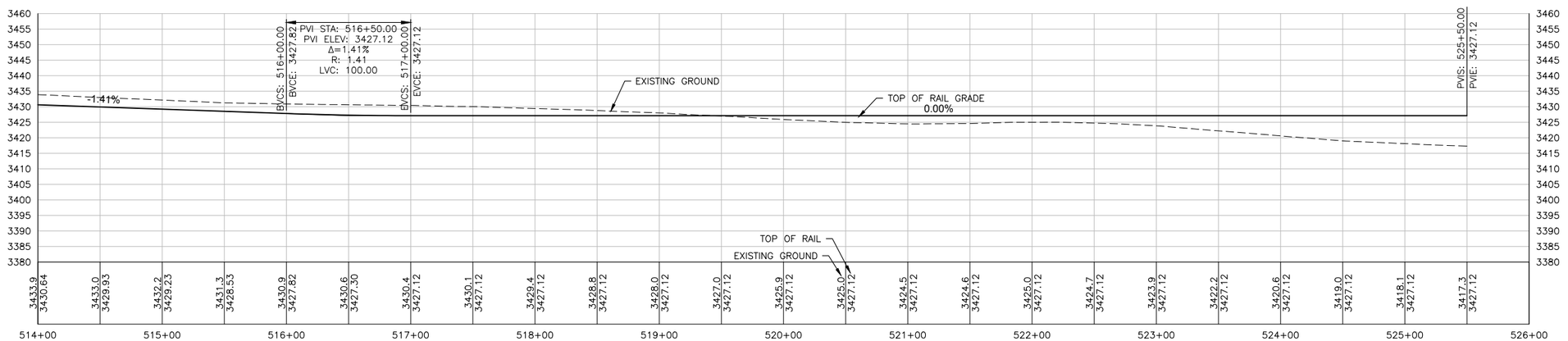

TRACK-E STA:514+00-526+00

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PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

TRACK D & E PLAN AND PROFILE

23-059 | 106 | VG
SHEET C4.6

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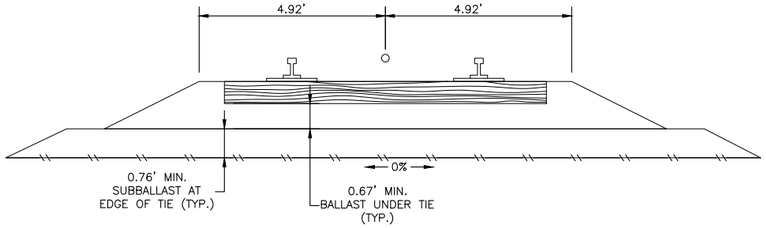
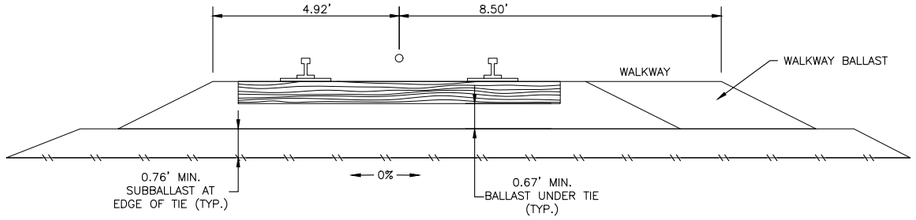


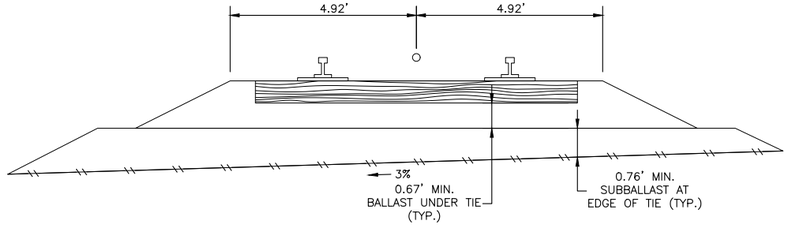
TYPICAL RAIL SECTION 1

STA. 105+50 TO 114+10
207+00 TO 214+29
304+35 TO 314+84
315+32 TO 323+50
407+47 TO 415+20



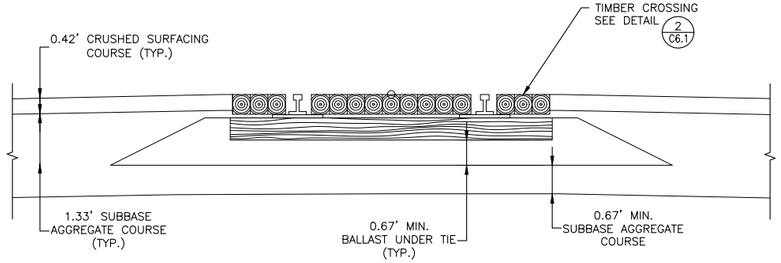
TYPICAL RAIL SECTION 1

STA. 506+50 TO 515+25



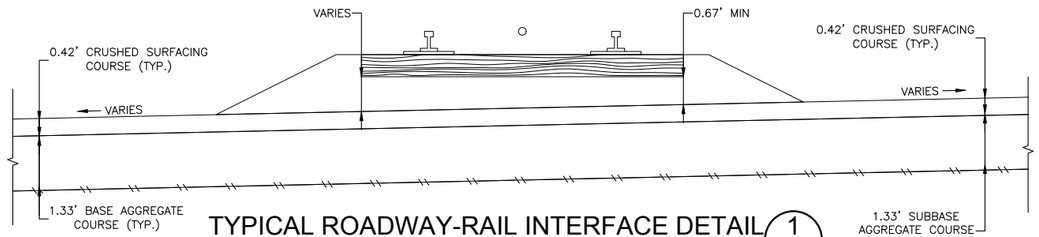
TYPICAL RAIL SECTION 2

STA. 114+58 TO 125+50
214+77 TO 225+50
415+25 TO 425+50
515+25 TO 525+50



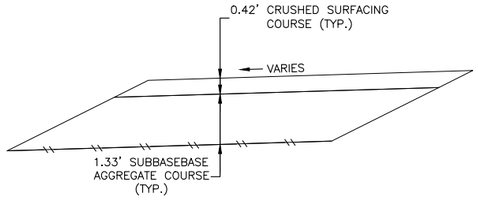
TYPICAL CROSSING SECTION

STA. 114+10 TO 114+58
214+29 TO 214+77
314+84 TO 315+32

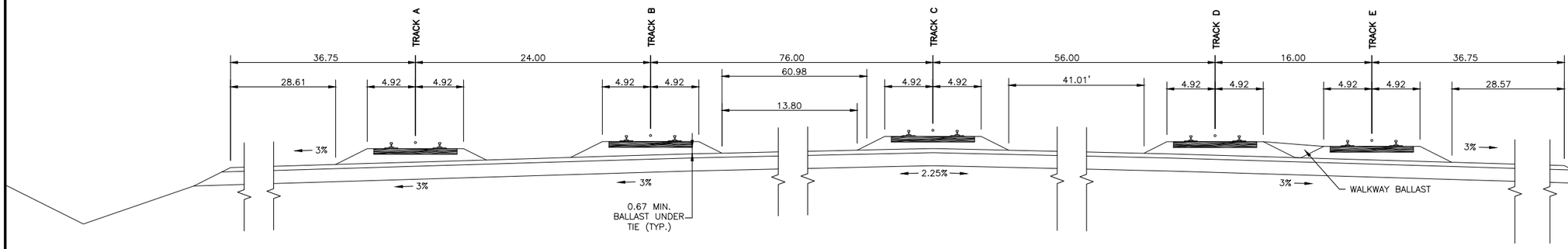


TYPICAL ROADWAY-RAIL INTERFACE DETAIL 1 C6.0

NOT TO SCALE



TYPICAL ROADWAY SECTION 1



TYPICAL RAIL YARD SECTION

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PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

TYPICAL SECTIONS

23-059 VG

SHEET C6.0

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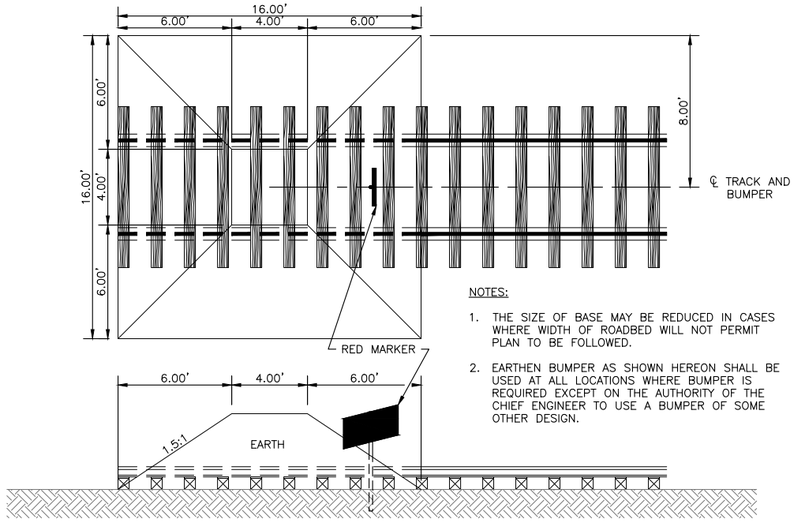
Agenda #13.



NOTES:

1. THE SIZE OF BASE MAY BE REDUCED IN CASES WHERE WIDTH OF ROADBED WILL NOT PERMIT PLAN TO BE FOLLOWED.
2. EARTHEN BUMPER AS SHOWN HEREON SHALL BE USED AT ALL LOCATIONS WHERE BUMPER IS REQUIRED EXCEPT ON THE AUTHORITY OF THE CHIEF ENGINEER TO USE A BUMPER OF SOME OTHER DESIGN.

EARTHEN BUMPER DETAIL 1
NOT TO SCALE — C6.1

FOR TIMBER CROSSING DETAIL SEE

BNSF RAILWAY COMPANY – GUIDELINES FOR INDUSTRY TRACK PROJECTS

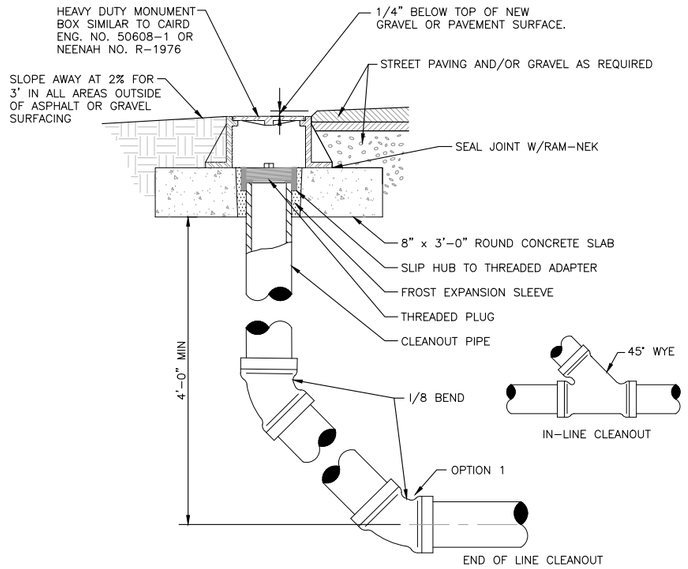
TIMBER CROSSING PANELS FOR LOW DENSITY RAIL TRAFFIC ON 8'6" WOOD TIES. DWG NO: 225302.

SCARF PANELS AS NECESSARY TO MAINTAIN MINIMUM CLEARANCES BETWEEN RAILS AND PANELS AS SHOWN ON FIGURE.

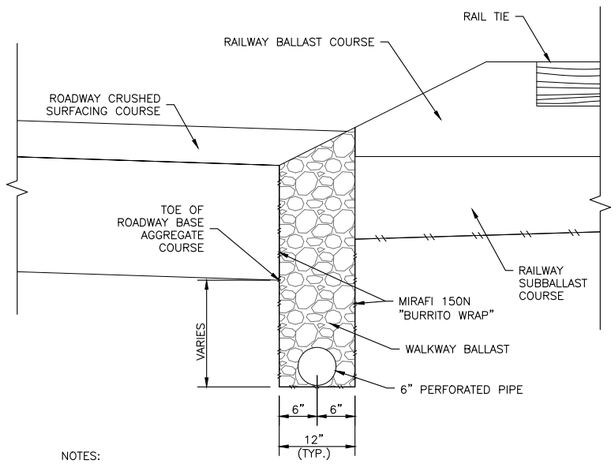
SCARFED WOOD FACES ARE TO BE TREATED WITH CREOSOTE PRESERVATIVE.

TIMBER CROSSING DETAIL 2
NOT TO SCALE — C6.1

RESERVED 3
NOT TO SCALE — C6.1



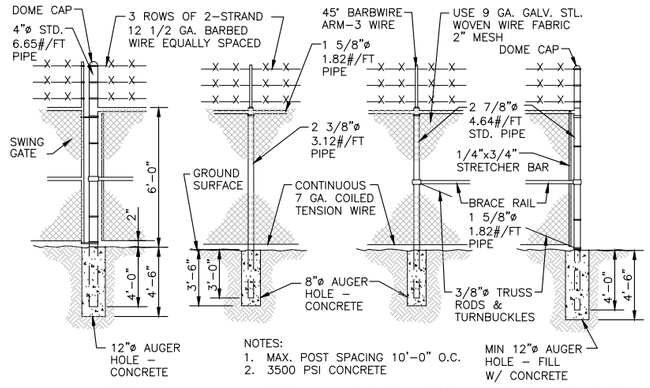
SUBDRAIN AND SEWER SERVICE CLEANOUT DETAIL 4
NOT TO SCALE — C6.1



NOTES:

1. MAINTAIN MINIMUM 0.5% LONGITUDINAL GRADE FOR PERFORATED PIPE.

SUBBALLAST AND BASE COURSE SUBDRAIN DETAIL 5
NOT TO SCALE — C6.1



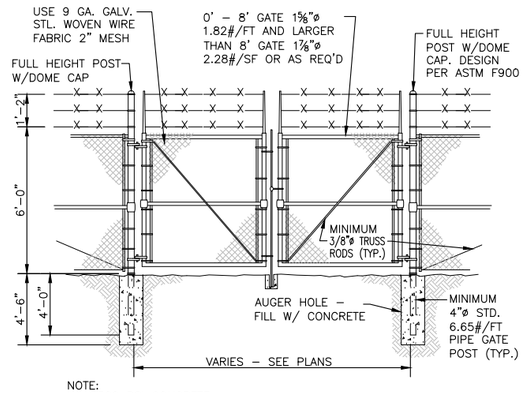
NOTES:
1. MAX. POST SPACING 10'–0" O.C.
2. 3500 PSI CONCRETE

GATE POST | LINE POST | BRACE POST | CORNER POST

NOTES:

1. SUBMIT FENCING LAYOUT DRAWINGS WITH DIMENSIONS, DETAILS, AND FINISHES FOR COMPONENTS, ACCESSORIES, AND POST FOUNDATIONS.
2. TO ENSURE SYSTEM INTEGRITY PROVIDE THE CHAIN LINK SYSTEM, FRAMEWORK, FABRIC, FITTINGS, GATES AND ACCESSORIES FROM A SINGLE SOURCE.
3. STEEL PIPE MATERIAL SHALL BE TYPE II: COLD FORMED ELECTRIC RESISTANCE WELDED STEEL PIPE COMPLYING WITH ASTM F1043 GROUP IC HAVING MINIMUM STEEL YIELD STRENGTH OF 50,000 PSI (344 MPA). EXTERNAL PROTECTIVE COATING F1043 TYPE B, 0.9 OZ/FT² (270 G/M²) MINIMUM HOT–DIP ZINC. INTERNAL COATING F1043 TYPE D, 81% NOMINAL ZINC PIGMENTED COATING MINIMUM 3 MILS (0.0076 MM) THICK OR TYPE B, MINIMUM 0.9 OZ/FT² (275 G/M²) ZINC.
4. INSTALL CHAIN LINK FENCE SYSTEM IN ACCORDANCE WITH ASTM F567 AND MANUFACTURER'S INSTRUCTIONS.
5. FABRIC TOP SHALL HAVE BARBED FINISH AND BOTTOM SHALL HAVE KNUCKLE FINISH.
6. VERIFY AREAS TO RECEIVE FENCING ARE COMPLETED TO FINAL GRADE PRIOR TO INSTALLATION.

CHAIN LINK SECURITY FENCE DETAIL 6
NOT TO SCALE — C6.1



NOTE:
1. 3500 PSI CONCRETE.
2. FINAL GATE SUPPORT POSTS, CONCRETE BASE, FRAMEWORK, ANCHORS & ASSOCIATED APPURTENANCES SHALL BE SIZED BY GATE MANUFACTURER TO ADEQUATELY SUPPORT GATE OPENING CLEAR SPAN. CONTRACTOR SHALL SUBMIT STRUCTURAL CALCULATIONS FROM GATE MANUFACTURER SUPPORTING FINAL FENCE & GATE MATERIAL & INSTALLATION DESIGN.

CHAIN LINK SECURITY FENCE DOUBLE SWING GATE DETAIL 7
NOT TO SCALE — C6.1

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DATE:	03/12/2024
JOB NO.	23-059
FIELDBOOK	

PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

DETAILS

23-059 — DWG

SHEET C6.1

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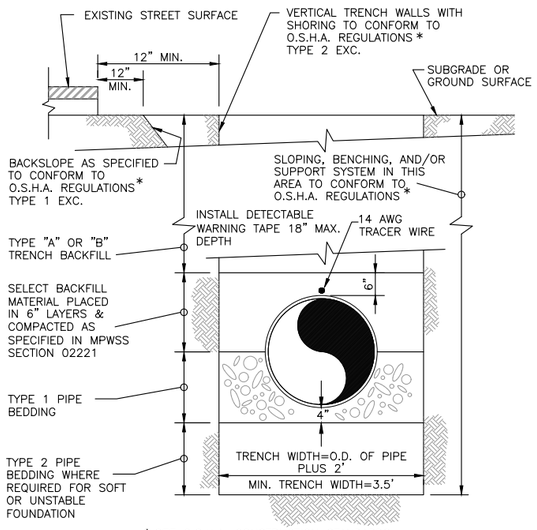
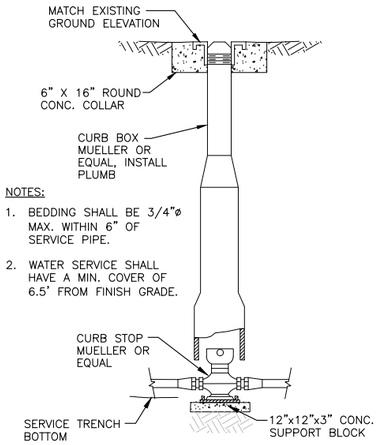
NOTE: WHERE TRENCH PASSES THROUGH EXISTING PAVEMENT, THE PAVEMENT SHALL BE CUT ALONG A NEAT VERTICAL LINE A MINIMUM OF 12" FROM THE EDGE OF THE TRENCH OPENING. WHERE NEAT LINE IS LESS THAN 3" FROM EDGE OF EXISTING PAVEMENT OR CURB AND GUTTER SECTION, REMOVE AND REPLACE ENTIRE PAVEMENT SECTION BETWEEN TRENCH AND EDGE OF PAVEMENT.



* SEE O.S.H.A. CONSTRUCTION STANDARDS FOR EXCAVATIONS, SEC. 1926, SUBPART P

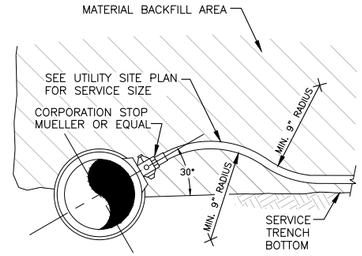
TYPICAL TRENCH DETAIL 1 C6.2
NOT TO SCALE



NOTES:
1. BEDDING SHALL BE 3/4"ø MAX. WITHIN 6" OF SERVICE PIPE.
2. WATER SERVICE SHALL HAVE A MIN. COVER OF 6.5' FROM FINISH GRADE.

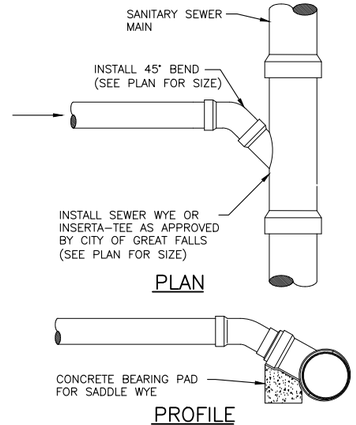
NOTE:
1. SEE CITY OF GREAT FALLS DESIGN CRITERIA & SPECIAL CONDITIONS FOR CURB BOX TYPE AND COATING REQUIREMENTS.

CURB STOP DETAIL 2 C6.2
NOT TO SCALE



NOTES:
1. BEDDING SHALL BE 3/4"ø MAX. WITHIN 6" OF SERVICE PIPE.
2. WATER SERVICE SHALL HAVE A MIN. COVER OF 6.5' FROM FINISH GRADE.

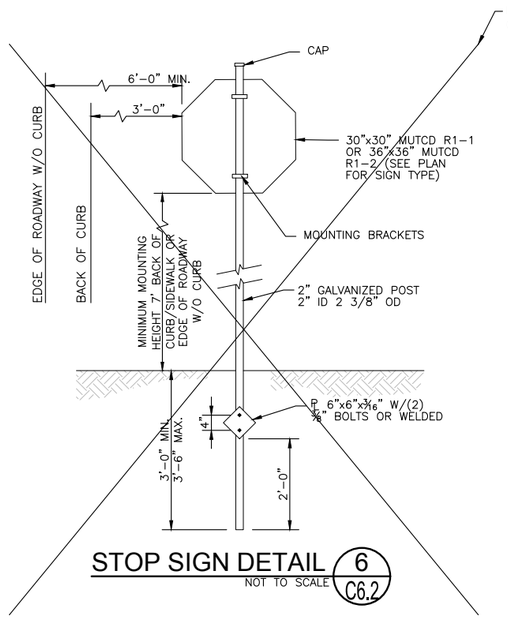
WATER SERVICE CONNECTION DETAIL 3 C6.2
NOT TO SCALE



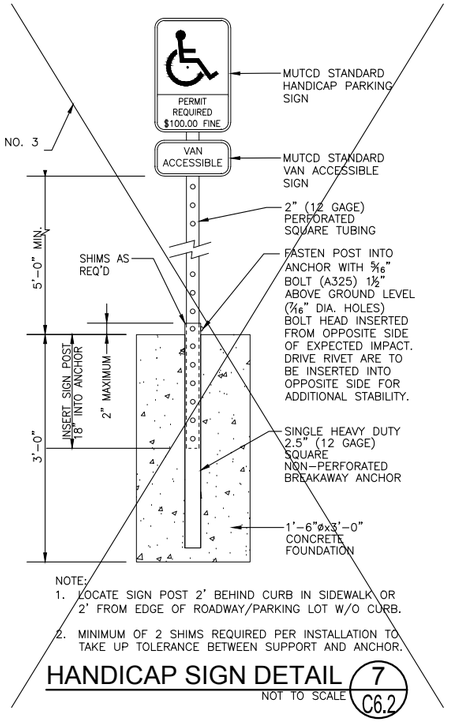
SEWER SERVICE CONNECTION DETAIL 4 C6.2
NOT TO SCALE

NOTES:
1. CENTER SYMBOL IN PARKING STALL.
2. BORDER REQUIRED UNLESS CONTRACT STATES OTHERWISE.
3. USE STANDARD SYMBOL UNLESS CONTRACT STATES OTHERWISE.

INTERNATIONAL HANDICAP SYMBOL DETAIL 5 C6.2
NOT TO SCALE

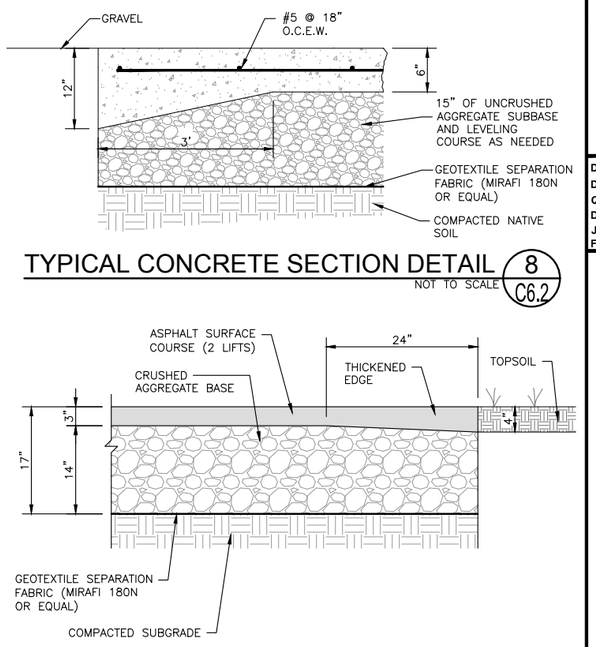


STOP SIGN DETAIL 6 C6.2
NOT TO SCALE



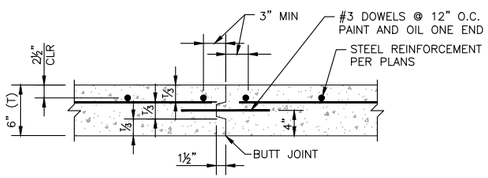
NOTE:
1. LOCATE SIGN POST 2' BEHIND CURB IN SIDEWALK OR 2' FROM EDGE OF ROADWAY/PARKING LOT W/O CURB.
2. MINIMUM OF 2 SHIMS REQUIRED PER INSTALLATION TO TAKE UP TOLERANCE BETWEEN SUPPORT AND ANCHOR.

HANDICAP SIGN DETAIL 7 C6.2
NOT TO SCALE

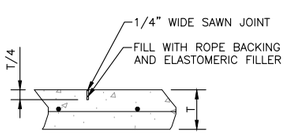


TYPICAL CONCRETE SECTION DETAIL 8 C6.2
NOT TO SCALE

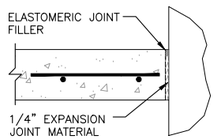
TYPICAL ASPHALT SECTION DETAIL 9 C6.2
NOT TO SCALE



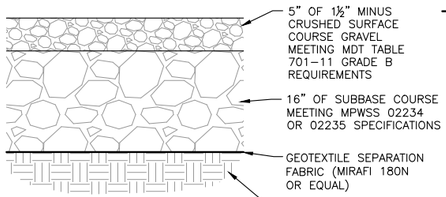
SLAB CONSTRUCTION JOINT DETAIL 10 C6.2
NOT TO SCALE



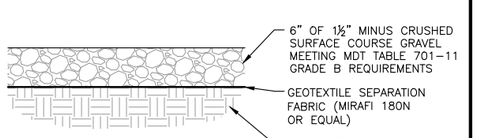
SLAB CONTROL JOINT DETAIL 11 C6.2
NOT TO SCALE



SLAB EXPANSION JOINT DETAIL 12 C6.2
NOT TO SCALE



GRAVEL SECTION DETAIL 13 C6.2
NOT TO SCALE



TYPICAL WALKING AREA - LIGHT GRAVEL SECTION DETAIL 14 C6.2
NOT TO SCALE

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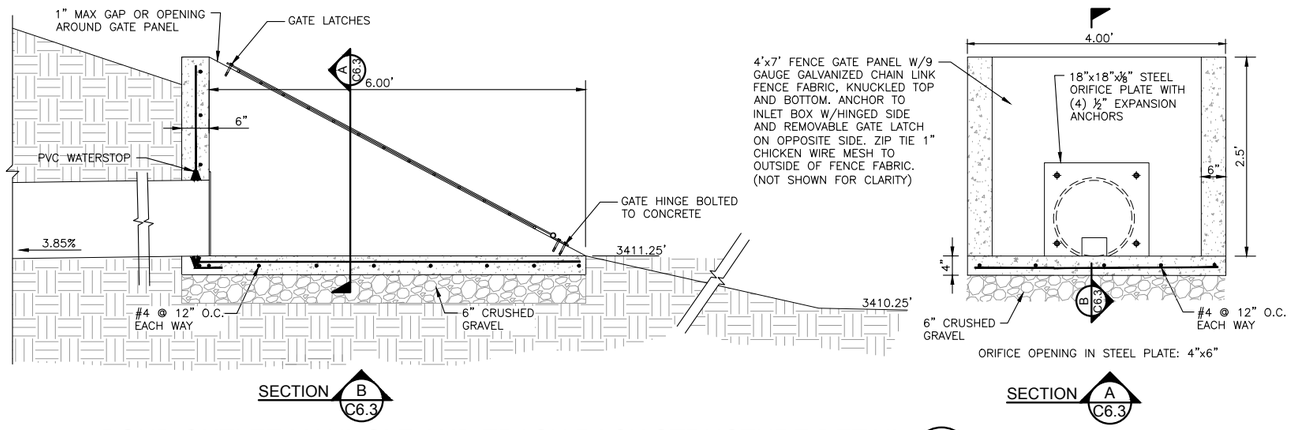
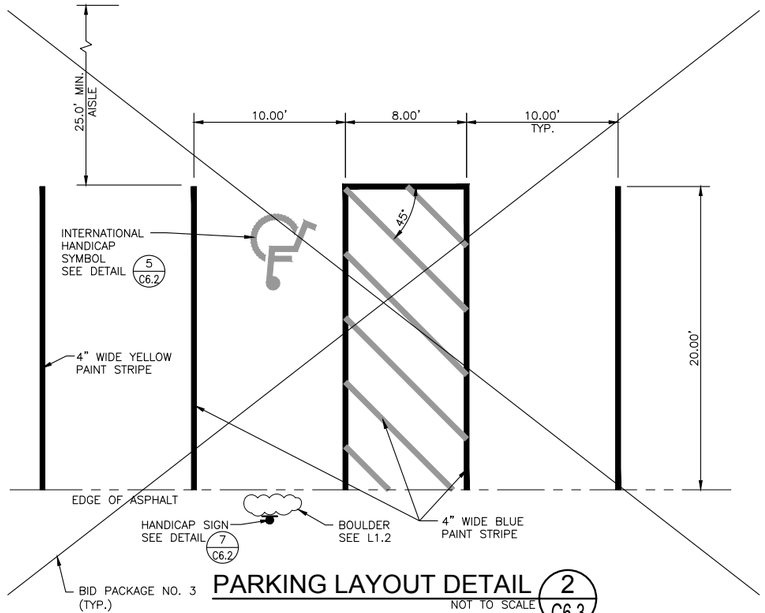


POND OUTLET MANHOLE AND TRASH RACK STRUCTURE DETAIL 1 C6.3

NOT TO SCALE



PARKING LAYOUT DETAIL 2 C6.3

NOT TO SCALE

RIPRAP SPLASH PAD DETAIL 3 C6.3

NOT TO SCALE

TIE BOLT CONNECTION

TIE BOLT DETAIL
(TWO PER END SECTION)

NOTE:
1. USE TWO TIE BOLTS ON THE LAST TWO JOINTS OF BOTH CULVERT ENDS, ONE ON EACH SIDE AT 60° TO THE VERTICAL. GALVANIZE ALL PARTS.

TIE BOLT DETAIL 4 C6.3

NO SCALE

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GREAT FALLS, MONTANA

DETAILS

23-059 WG

SHEET C6.3

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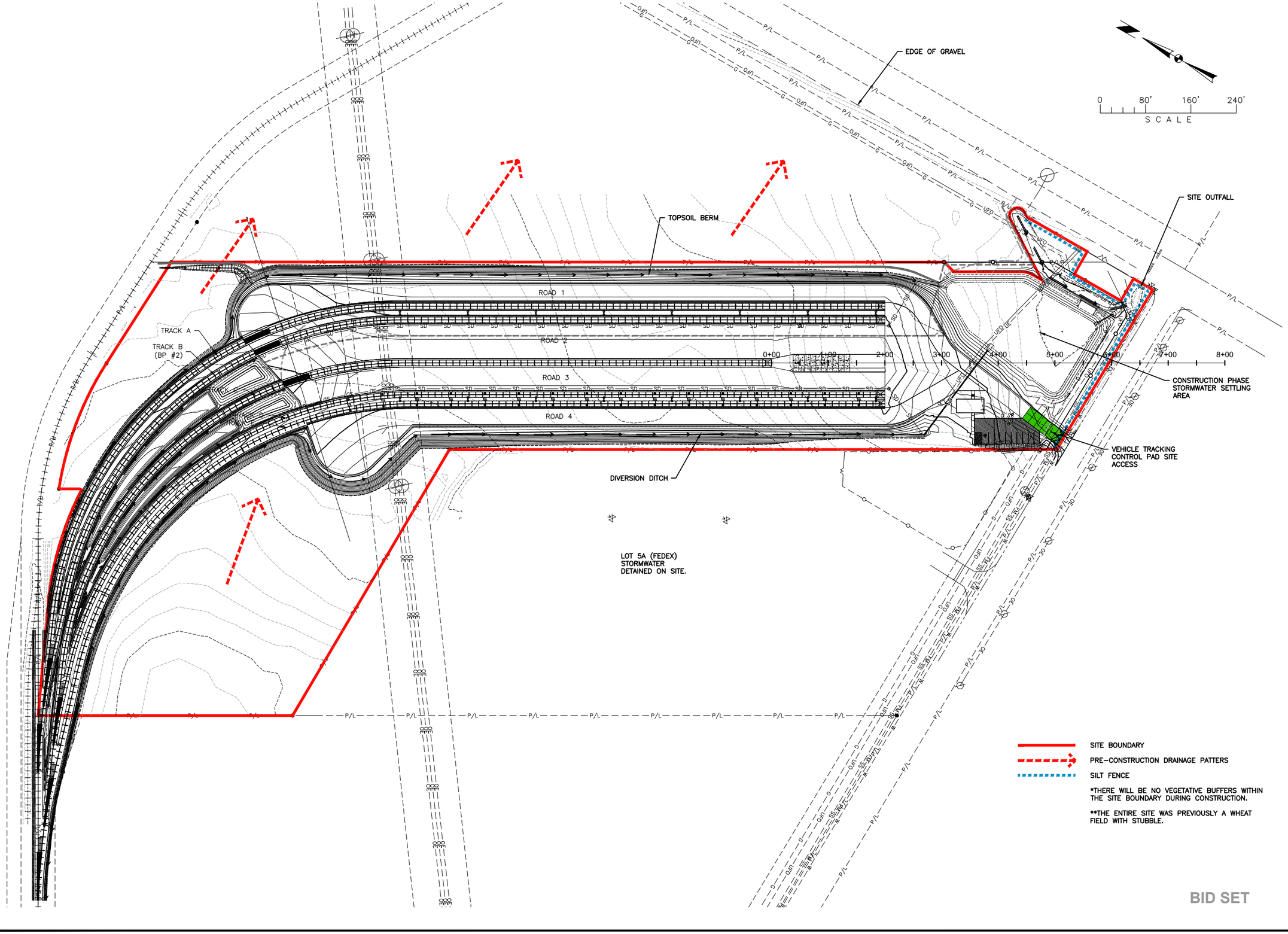

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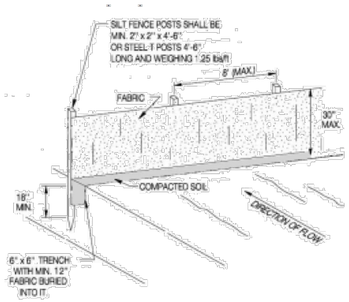
PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

SWPPP PLAN

23-059

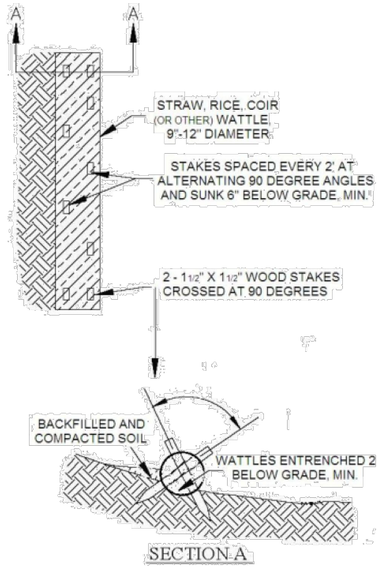
SHEET C7.0



Adapted from WYDOT Temp. Erosion Control Measures

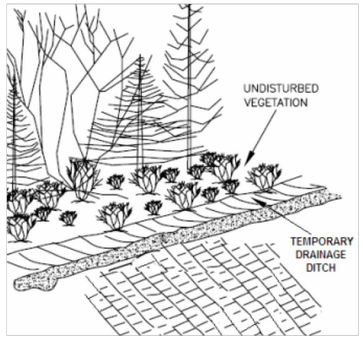
SILT FENCE DETAIL 1 C7.1

NOT TO SCALE



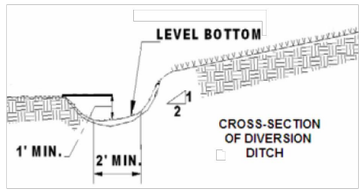
STRAW WATTLE DETAIL 2 C7.1

NOT TO SCALE



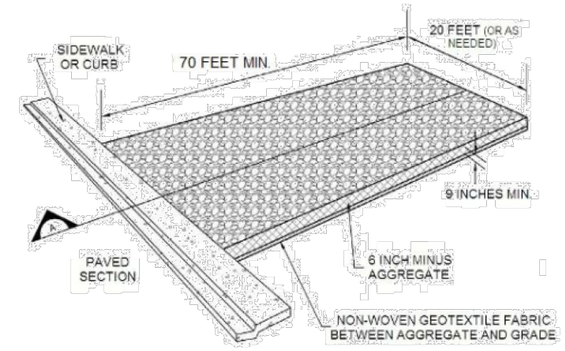
Adapted from CleanWater Services

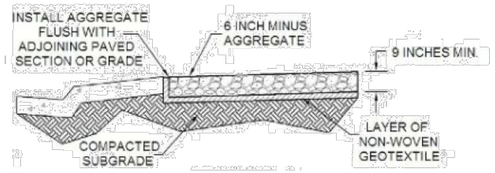
Diversion Ditch **used to intercept run-on, above a graded slope.**



DIVERSION DITCH DETAIL 3 C7.1

NOT TO SCALE





VEHICLE TRACKING CONTROL PAD DETAIL 4 C7.1

NOT TO SCALE

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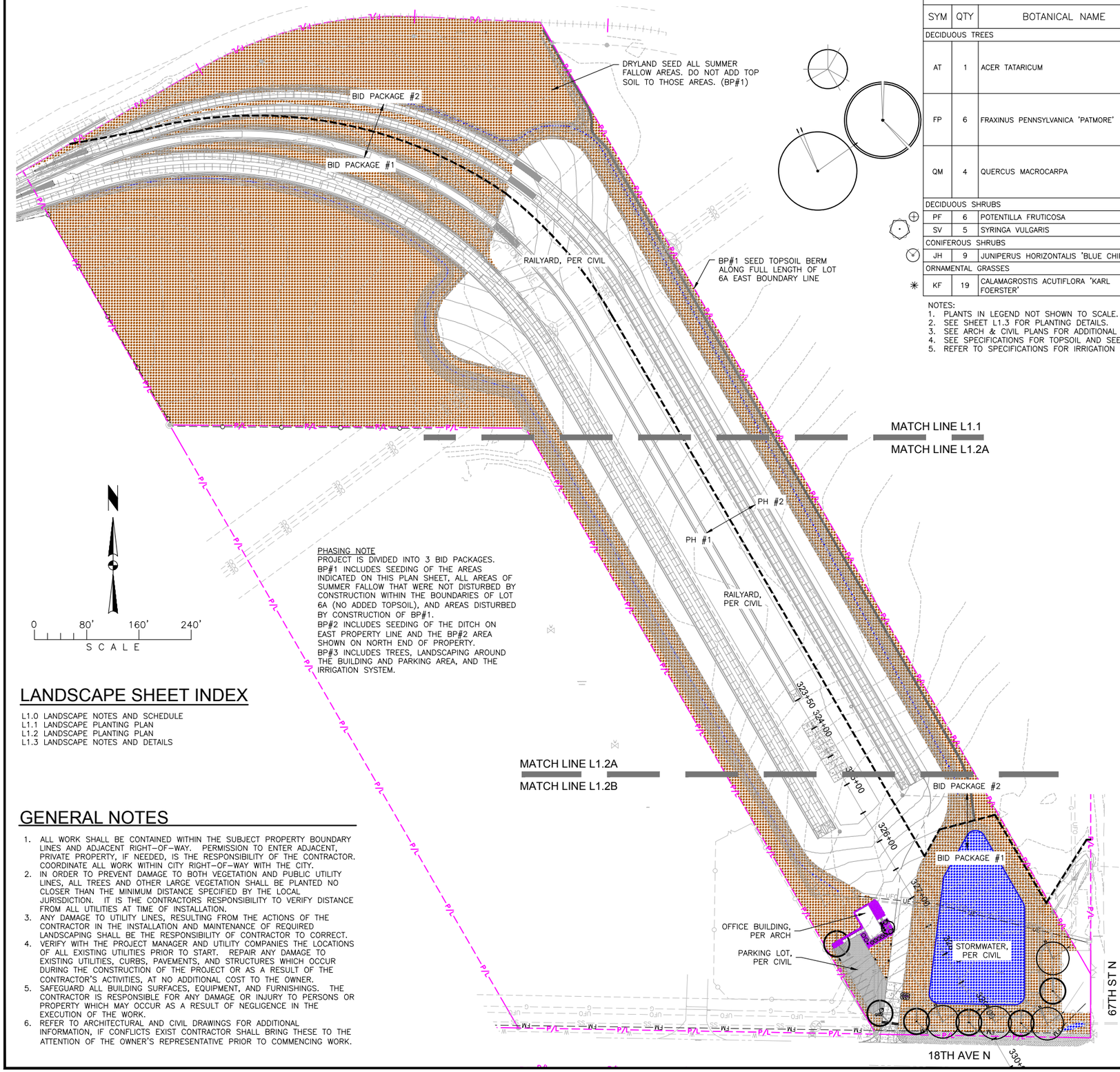
PONDEROSA GREAT FALLS TRANSLOAD - BID PACKAGE 1
GREAT FALLS, MONTANA

SWPPP DETAIL

23-05 VG

SHEET C7.1

L1.0 LANDSCAPE SHEET MAP



PHASING NOTE
PROJECT IS DIVIDED INTO 3 BID PACKAGES.
BP#1 INCLUDES SEEDING OF THE AREAS INDICATED ON THIS PLAN SHEET, ALL AREAS OF SUMMER FALLOW THAT WERE NOT DISTURBED BY CONSTRUCTION WITHIN THE BOUNDARIES OF LOT 6A (NO ADDED TOPSOIL), AND AREAS DISTURBED BY CONSTRUCTION OF BP#1.
BP#2 INCLUDES SEEDING OF THE DITCH ON EAST PROPERTY LINE AND THE BP#2 AREA SHOWN ON NORTH END OF PROPERTY.
BP#3 INCLUDES TREES, LANDSCAPING AROUND THE BUILDING AND PARKING AREA, AND THE IRRIGATION SYSTEM.

LANDSCAPE SHEET INDEX

L1.0 LANDSCAPE NOTES AND SCHEDULE
L1.1 LANDSCAPE PLANTING PLAN
L1.2 LANDSCAPE PLANTING PLAN
L1.3 LANDSCAPE NOTES AND DETAILS

GENERAL NOTES

1. ALL WORK SHALL BE CONTAINED WITHIN THE SUBJECT PROPERTY BOUNDARY LINES AND ADJACENT RIGHT-OF-WAY. PERMISSION TO ENTER ADJACENT, PRIVATE PROPERTY, IF NEEDED, IS THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATE ALL WORK WITHIN CITY RIGHT-OF-WAY WITH THE CITY.
2. IN ORDER TO PREVENT DAMAGE TO BOTH VEGETATION AND PUBLIC UTILITY LINES, ALL TREES AND OTHER LARGE VEGETATION SHALL BE PLANTED NO CLOSER THAN THE MINIMUM DISTANCE SPECIFIED BY THE LOCAL JURISDICTION. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY DISTANCE FROM ALL UTILITIES AT TIME OF INSTALLATION.
3. ANY DAMAGE TO UTILITY LINES, RESULTING FROM THE ACTIONS OF THE CONTRACTOR IN THE INSTALLATION AND MAINTENANCE OF REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO CORRECT.
4. VERIFY WITH THE PROJECT MANAGER AND UTILITY COMPANIES THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO START. REPAIR ANY DAMAGE TO EXISTING UTILITIES, CURBS, PAVEMENTS, AND STRUCTURES WHICH OCCUR DURING THE CONSTRUCTION OF THE PROJECT OR AS A RESULT OF THE CONTRACTOR'S ACTIVITIES, AT NO ADDITIONAL COST TO THE OWNER.
5. SAFEGUARD ALL BUILDING SURFACES, EQUIPMENT, AND FURNISHINGS. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY WHICH MAY OCCUR AS A RESULT OF NEGLIGENCE IN THE EXECUTION OF THE WORK.
6. REFER TO ARCHITECTURAL AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION, IF CONFLICTS EXIST CONTRACTOR SHALL BRING THESE TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.

MASTER PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	ROOT	NOTES	MATURE HEIGHT	MATURE WIDTH
DECIDUOUS TREES								
AT	1	ACER TATARICUM	TATARIAN MAPLE	2.0" CAL	B & B		15-20'	15-20'
FP	6	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE GREEN ASH	2.0" CAL	B & B		50-60'	25-30'
QM	4	QUERCUS MACROCARPA	BUR OAK	2.0" CAL	B & B		60-80'	60-80'
DECIDUOUS SHRUBS								
PF	6	POTENTILLA FRUTICOSA	GOLDFINGER POTENTILLA	2 GAL.	CONTAINER		2-4'	3-5'
SV	5	SYRINGA VULGARIS	LILAC	5 GAL.	CONTAINER		12-15'	6-12'
CONIFEROUS SHRUBS								
JH	9	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	2 GAL.	CONTAINER	SPREADING	12"	8-10'
ORNAMENTAL GRASSES								
KF	19	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 GAL.	CONTAINER		3-5'	18-42"

NOTES:
1. PLANTS IN LEGEND NOT SHOWN TO SCALE.
2. SEE SHEET L1.3 FOR PLANTING DETAILS.
3. SEE ARCH & CIVIL PLANS FOR ADDITIONAL LEGEND ITEMS.
4. SEE SPECIFICATIONS FOR TOPSOIL AND SEEDING REQUIREMENTS.
5. REFER TO SPECIFICATIONS FOR IRRIGATION INFORMATION.

SEED SCHEDULE

WETLAND POND MIX, BY TREASURE STATE SEED (OR APPROVED EQUAL)	
25%	GARRISON FOXTAIL
25%	CLIMAX TIMOTHY
15%	REED CANARYGRASS
15%	STREAKER REDTOP
10%	ALSIKE CLOVER
10%	TUFTED HAIRGRASS
PROVIDE TYPHA – CATTAILS AT BOTTOM OF POND 1 PLANT PER 15 SQ. FT. OVER A 1,500 SQ. FT. AREA AT POND OUTLET.	
PROVIDE FRESH, CLEAN, AND DRY NEW SEED WITH NOT LESS THAN 80% GERMINATION, NOT LESS THAN 95% PURE SEED, AND NOT MORE THAN 0.5% WEED SEED. APPLY WETLAND SEED MIXTURE AT A RATE OF 12-14 LBS/ACRE, DRILL SEED.	
DRYLAND SLOPE MIX, (OR APPROVED EQUAL)	
30%	FAIRWAY CRESTED WHEATGRASS
30%	HARD FESCUE
10%	SLENDER WHEAT GRASS
10%	SODAR STREAMBANK WHEATGRASS
10%	CRITANA THICKSPIKE WHEATGRASS
10%	SMOOTH BROME
PROVIDE FRESH, CLEAN, AND DRY NEW SEED WITH NOT LESS THAN 80% GERMINATION, NOT LESS THAN 95% PURE SEED, AND NOT MORE THAN 0.5% WEED SEED. APPLY DRYLAND SEED MIXTURE AT A RATE OF 10-12 LBS/ACRE, DRILL SEED.	

CODE REVIEW

CODE REQUIREMENT	REQUIRED	PROVIDED
17.44.3.020 – BOULEVARDS		
1 TREE PER 50 LINEAR FEET		
18TH AVE N	329 LN FT/50 = 7 TREES	7 TREES, LOCATED ON PROPERTY DUE TO BLVD CONFLICTS
GIANT SPRINGS ROAD	98 LN FT/50 = 2 TREES	2 TREES; LOCATED ON PROPERTY DUE TO BLVD CONFLICTS
17.44.3.030		
15% OF DEVELOPMENT AREA	N/A	N/A
10% OF OFF-STREET VEHICULAR USE AREAS	4,915 SF X 10% = 492 SF	506 SF
PARKING ROWS SHALL BE TERMINATED BY 6-FOOT PLANTING ISLAND		PROVIDED, SEE PLANS
PARKING ISLAND MUST CONTAIN A TREE WITH SHRUBS OR TURF GRASS – IF LIGHT POLE CONFLICTS THE TREE MAY BE RELOCATED	2 PARKING ISLANDS – 2 TREE REQUIRED	2 TREE IN PARKING LOT PROVIDED
1 TREE PER 400 SQ FT	N/A	INDUSTRIAL ZONING, NOT REQUIRED
4 SHRUBS PER 400 SQ FT (2 PERENNIALS OR 1 ORNAMENTAL GRASS MAY BE SUBSTITUTED FOR 1 SHRUB FOR A MAXIMUM OF 30% OF THE TOTAL REQUIRED SHRUBS)	N/A	INDUSTRIAL ZONING, NOT REQUIRED

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DESIGNED BY: CDF
QUALITY CHECK: JPJ
DATE: 3/15/2024
JOB NO. 23-059
FIELDBOOK

PONDEROSA SOLUTIONS OFFICE BUILDING - BID PACKAGE 3
GREAT FALLS, MONTANA

LANDSCAPE NOTES AND SCHEDULE

23-059 LAN...VG
SHEET L1.0

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L1.1 LANDSCAPE PLANTING PLAN

LEGEND

- (1) PLANTING BED, 3" DEPTH OF 1.5–INCH WASHED RIVER ROCK MULCH IN ALL PLANTING BEDS
- (2) EXISTING LANDSCAPING, RESTORE DISTURBED AREAS IN KIND
- (3) DRYLAND SEED MIX, PER SCHEDULE ON SHEET L1.0
- (4) WETLAND SEED MIX (BOTTOM OF SWALE), PER SCHEDULE ON SHEET L1.0
- BOULDER (BO ON PLANS) – SEE 4/L1.3
- METAL EDGING – SEE 5/L1.3
- P/L PROPERTY LINE
- SL IRRIGATION SLEEVES
- VISION TRIANGLE, TYP

NOTES:
1. SEE SHEET L1.3 FOR PLANTING DETAILS.
2. SEE ARCH & CIVIL PLANS FOR ADDITIONAL LEGEND ITEMS.
3. SEE SPECIFICATIONS FOR TOPSOIL AND SEEDING REQUIREMENTS.
4. REFER TO SPECIFICATIONS FOR IRRIGATION INFORMATION.

RAILYARD, PER CIVIL

SEED BOTTOM OF SWALE W/ WETLAND SEED MIX (TYP)

MATCH LINE L1.2A

0 40' 80' 120'
SCALE

PLANT SCHEDULE

SYM	BOTANICAL NAME	COMMON NAME
DECIDUOUS TREES		
AT	ACER TATARICUM	TATARIAN MAPLE
FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE GREEN ASH
QM	QUERCUS MACROCARPA	BUR OAK
DECIDUOUS SHRUBS		
PF	POTENTILLA FRUTICOSA	GOLDFINGER POTENTILLA
SV	SYRINGA VULGARIS	LILAC
CONIFEROUS SHRUBS		
JH	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER
ORNAMENTAL GRASSES		
KF	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS

NOTE:
PLANTS IN LEGEND NOT SHOWN TO SCALE.

BUILDING PERMIT REVIEW SET

REVISION | DATE | REV

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LANDSCAPE PLANTING PLAN

23-059 LAN VG
SHEET L1.1

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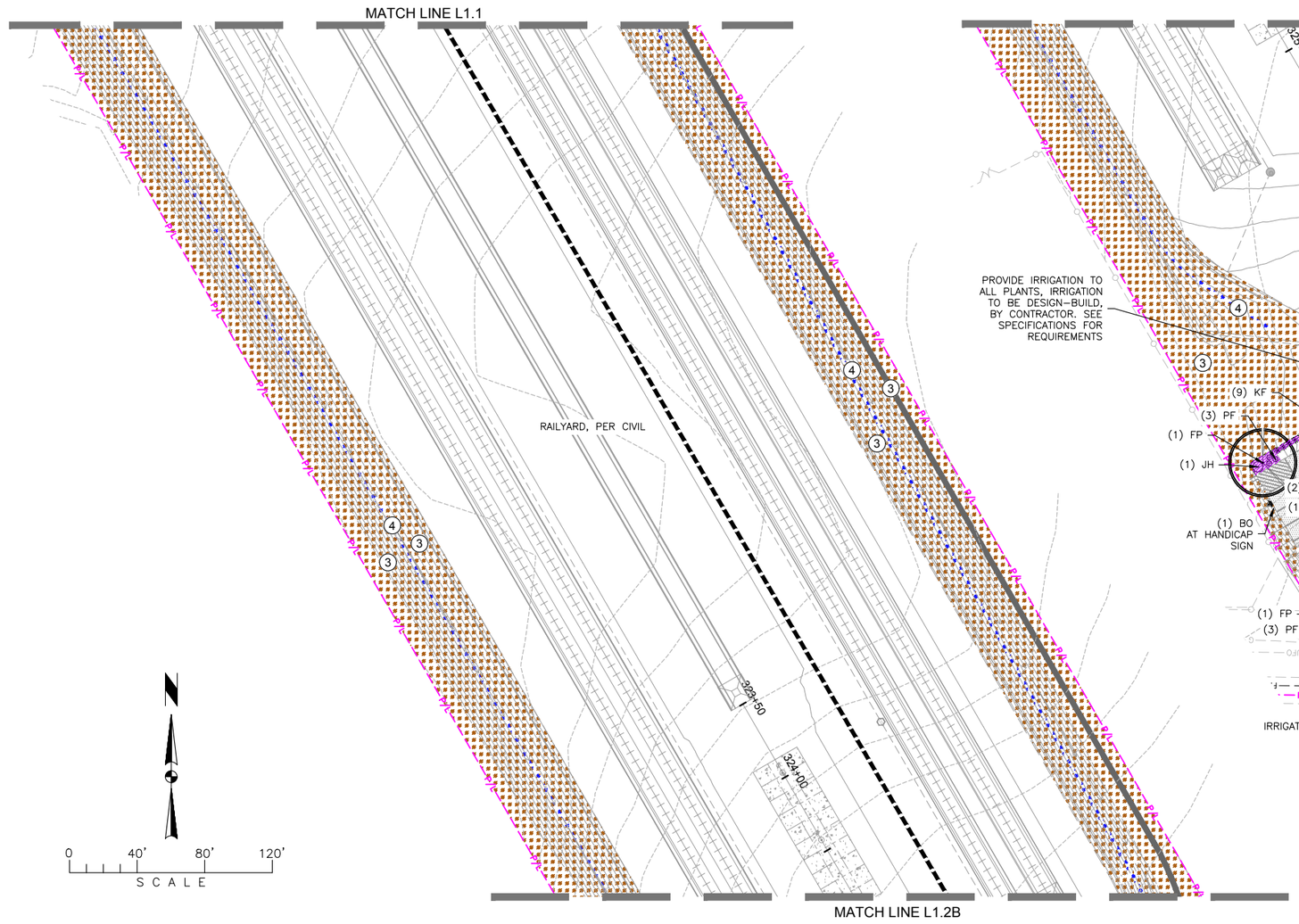
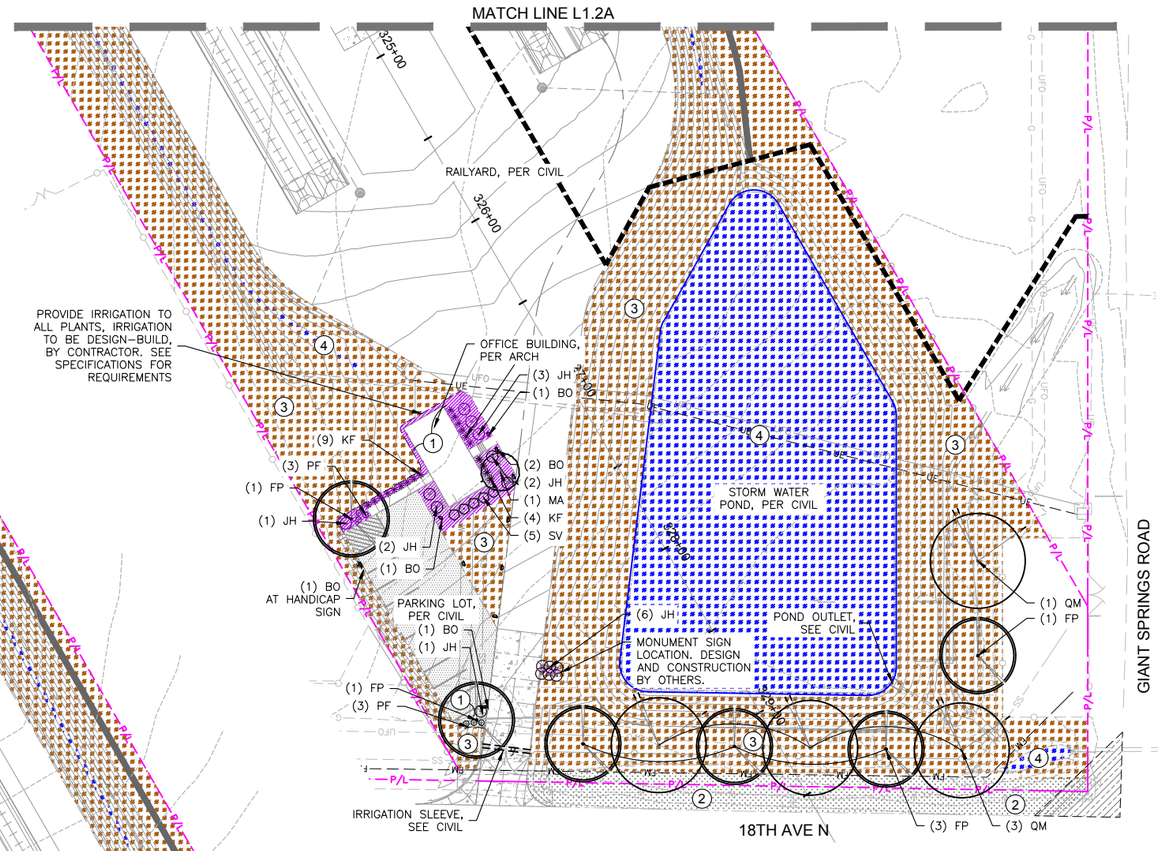
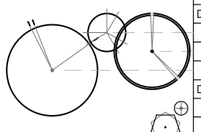
L1.2A LANDSCAPE PLANTING PLAN



L1.2B LANDSCAPE PLANTING PLAN





PLANT SCHEDULE

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DECIDUOUS TREES		
AT	ACER TATARICUM	TATARIAN MAPLE
FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE GREEN ASH
QM	QUERCUS MACROCARPA	BUR OAK
DECIDUOUS SHRUBS		
PF	POTENTILLA FRUTICOSA	GOLDFINGER POTENTILLA
SV	SYRINGA VULGARIS	LILAC
CONIFEROUS SHRUBS		
JH	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER
ORNAMENTAL GRASSES		
KF	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS

NOTE:
PLANTS IN LEGEND NOT SHOWN TO SCALE.

LEGEND

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- P/L — PROPERTY LINE
- SL — IRRIGATION SLEEVES
- VISION TRIANGLE, TYP

NOTES:
1. SEE SHEET L1.3 FOR PLANTING DETAILS.
2. SEE ARCH & CIVIL PLANS FOR ADDITIONAL LEGEND ITEMS.
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PONDEROSA SOLUTIONS OFFICE BUILDING - BID PACKAGE 3
GREAT FALLS, MONTANA

LANDSCAPE PLANTING PLAN

23-059 LAN VG
SHEET L1.2

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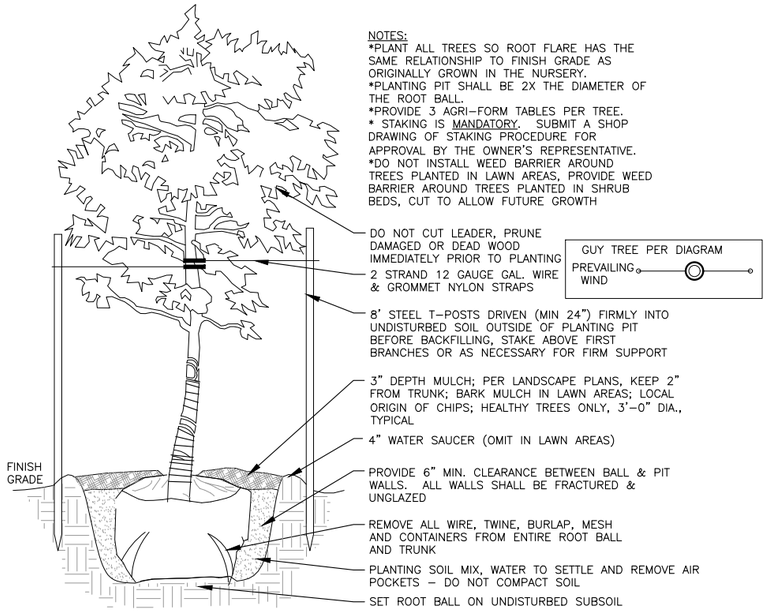
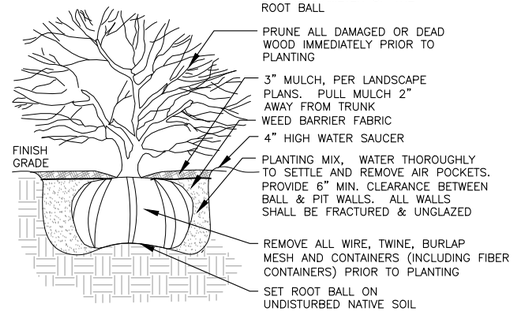
L1.3 LANDSCAPE DETAIL SHEET



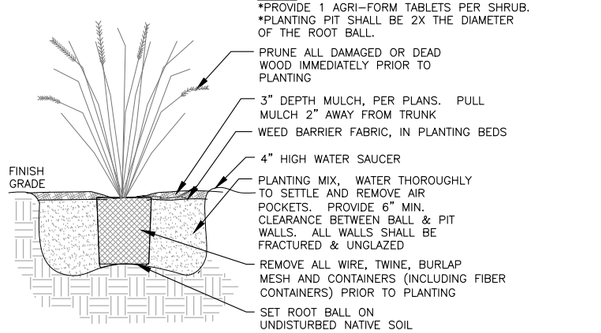
1 DECIDUOUS TREE

NOT TO SCALE



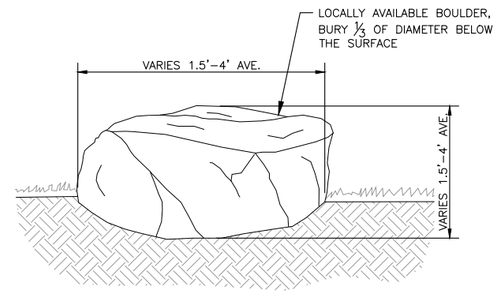
2 SHRUB PLANTING

NOT TO SCALE



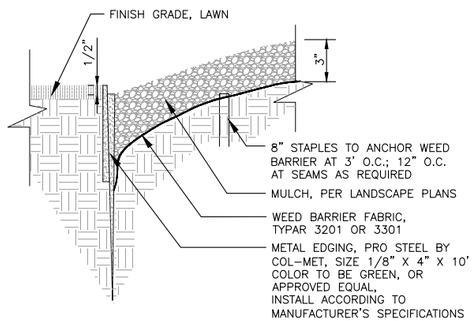
3 ORNAMENTAL GRASS & PERENNIAL PLANTING

NOT TO SCALE



4 BOULDER PLACEMENT

NOT TO SCALE



5 METAL EDGING DETAIL

NOT TO SCALE

PLANTING NOTES

1. COORDINATE WITH ARCHITECTURE/ENGINEERING PLANS TO BECOME THOROUGHLY FAMILIAR WITH GRADING, SURFACE, AND UNDERGROUND CONDITIONS AND UTILITIES.
2. ALL GRADES, DIMENSIONS, AND EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR ON-SITE BEFORE CONSTRUCTION BEGINS. BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.
3. CONTRACTOR IS RESPONSIBLE FOR TOPSOIL FILL AND LANDSCAPE GRADING. PROVIDE A MINIMUM OF 4-INCH TOPSOIL DEPTH IN ALL LANDSCAPE AREAS. SEE CIVIL FOR ADDITIONAL SITE GRADING.
4. ONE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF BOTH THE PLANTING AND IRRIGATION INSTALLATION, UNLESS OTHERWISE APPROVED BY OWNER'S REPRESENTATIVE.
5. COORDINATE WITH OTHER CONTRACTORS, AS NECESSARY, REGARDING LOCATION AND TIMING OF INSTALLATION OF PLANT MATERIALS.
6. PLANT MATERIALS SHALL BE FURNISHED IN THE QUANTITIES AND/OR SPACING AS SHOWN OR NOTED. IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT SCHEDULE, THE PLAN SHALL DICTATE.
7. PLANT MATERIALS ARE DRAWN AT OR NEAR THEIR MATURE SIZE. UTILIZE THE CENTER POINT OF THE SYMBOL TO DETERMINE PROPER PLANT LAYOUT AND PLACEMENT. PLANT TREES WITHIN 5-FEET OF LOCATION SHOWN ON PLANS, PLANT SHRUBS WITHIN 1-FOOT OF LOCATION SHOWN ON PLANS, UNLESS OTHERWISE APPROVED BY OWNER'S REPRESENTATIVE.
8. ALL PLANTS ARE TO MEET OR EXCEED 'AMERICAN STANDARDS FOR NURSERY STOCK', CURRENT EDITION, BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION. ALL PLANTS SHALL BE NURSERY-GROWN UNLESS OTHERWISE NOTED.
9. ALL SHRUB BEDS TO BE MULCHED WITH CLEAN ROCK MULCH, OR APPROVED EQUAL AS SHOWN ON PLANS, SPECIFICATIONS, AND PER DETAILS, 3" MINIMUM DEPTH.
10. COORDINATE THE PLANTING WITH IRRIGATION SYSTEM. THE OWNER IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY OTHER TRADES WHILE COMPLETING THIS WORK.
11. ALL SUBSTITUTIONS AND PLAN CHANGES MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN CONSENT OF THE OWNER'S REPRESENTATIVE.
12. ANY WORK OR MATERIAL WHICH IN THE OPINION OF THE OWNER'S REPRESENTATIVE DOES NOT MEET THE REQUIREMENTS OF THE PLANS WILL BE CAUSE FOR REJECTION. ALL REJECTED WORK AND MATERIALS SHALL BE IMMEDIATELY REMOVED, DISPOSED, AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
13. BEGIN MAINTENANCE AFTER EACH PLANT HAS BEEN INSTALLED AND CONTINUE UNTIL FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. MAINTENANCE INCLUDES WATERING, PRUNING, WEEDING, MULCHING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY FOR THE PROPER GROWTH OF THE PLANT STOCK.
14. DURING THE COURSE OF THIS WORK, REMOVE EXCESS WASTE MATERIAL DAILY FROM THE SITE AND UPON COMPLETION OF ALL WORK.
15. TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITIES SHALL BE CONSERVED FOR LATER USE.
16. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED. ORGANIC AMENDMENTS SUCH AS COMPOST, PEAT, OR AGED MANURE SHALL BE THOROUGHLY INCORPORATED.
17. UPON COMPLETION OF ALL LANDSCAPING, A SUBSTANTIAL COMPLETION WALK-THROUGH OF THE WORK WILL BE HELD. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR SCHEDULING THE WALK-THROUGH AT LEAST SEVEN (7) DAYS PRIOR TO THE ANTICIPATED DATE.
18. WARRANTY ALL PLANT STOCK AND WORKMANSHIP FOR 24 MONTHS FROM THE DATE OF FINAL ACCEPTANCE. REPLACEMENT PLANTS SHALL BE WARRANTED FOR AN ADDITIONAL 1 YEAR.

BUILDING PERMIT
REVIEW SET

Agenda #13.

REV	DATE	REVISION

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ELECTRICAL SPECIFICATION (DIV. 16/26)

SECTION 16120 –CONDUCTORS

PART 1 GENERAL

1.1 QUALITY ASSURANCE

A. CONDUCTORS SHALL BE OF AMERICAN MANUFACTURE AND MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE AND THE UNDERWRITERS LABORATORIES.

B. CONDUCTORS SHALL BE COPPER. ALUMINUM IS NOT ACCEPTABLE.

PART 2 PRODUCTS

2.1 MATERIALS

A. TYPE 'THW' OR 'THWN' CONDUCTORS SHALL BE USED IN WET OR DRY LOCATIONS UNLESS OTHERWISE INDICATED ON THE DRAWINGS. TYPE THHN MAY BE USED IN DRY LOCATIONS.

B. CONNECTORS
1. CABLE SIZE #6 OR LARGER, USE LUGS OR APPROVED CONNECTORS.
2. CONDUCTORS #8 AND SMALLER, USE ONE OF THE FOLLOWING SOLDERLESS CONNECTIONS OR APPROVED EQUAL:

IDEAL INDUSTRIES "WING NUT"
3M CO. "SCOTCHLOK"
BUCHANAN STEEL SPLICE CAP WITH NYLON INSULATOR

C. NOTE ANY SPECIAL WIRING OF AUXILIARY SYSTEMS AS SPECIFIED ELSEWHERE OR NOTED ON THE DRAWINGS.

D. PREWIRED CABLE SHALL NOT BE ACCEPTABLE.

PART 3 EXECUTION

3.1 INSTALLATION

A. ALL CONDUCTORS INSTALLED IN RACEWAYS.

B. CONDUCTORS TO BE SIZED IN ACCORD WITH THE NATIONAL ELECTRICAL CODE EXCEPT MINIMUM SIZE #12 AWG GAUGE UNLESS OTHERWISE SPECIFIED, NOTED OR APPROVED.

C. COLOR CODED IN ACCORD WITH THE FOLLOWING TABLE:

SYSTEM VOLTAGE	ØA	ØB	ØC	NEUTRAL	GROUND
277/480	BROWN	ORANGE	YELLOW	GRAY	GREEN
120/208	BLACK	RED	BLUE	WHITE	GREEN

1. AUXILIARY SYSTEMS SHALL EACH HAVE THEIR OWN COLOR CODING THROUGHOUT THE RESPECTIVE SYSTEMS.

D. CIRCUITS RUN AND NUMBERED TO AGREE WITH DRAWINGS. COMBINING OF CIRCUITS OTHER THAN WHAT IS SHOWN ON DRAWINGS IS UNACCEPTABLE.

END OF SECTION

SECTION 16110 – RACEWAYS AND FITTINGS

PART 1 GENERAL

1.1 WORK INCLUDED

A. THE WORK IN THIS SECTION INCLUDES CONDUIT SYSTEMS REQUIRED FOR POWER, LIGHTING AND OTHER SYSTEMS REQUIRING RACEWAYS.

B. SYSTEMS INCLUDED, BUT NOT LIMITED TO, ARE ALARM, SECURITY AND OTHERS NOTED ON THE DRAWINGS.

PART 2 PRODUCTS

2.1 MATERIALS

A. RIGID CONDUIT SHALL BE GALVANIZED RIGID STEEL CONFORMING TO FEDERAL SPECIFICATION NO. WW–C–581.

B. PVC CONDUIT MAY BE USED WHERE BURIED UNDERGROUND, NOT ABOVE GRADE.

C. EMT SHALL BE GALVANIZED STEEL CONFORMING TO FEDERAL SPECIFICATION NO. WW–C–563. MAY ONLY BE USED WHERE RIGID STEEL IS NOT CALLED FOR OR REQUIRED BY CODE.

1. CONNECTORS AND FITTINGS TO BE STEEL COMPRESSION TYPE OR SETSCREW TYPE (CAST METAL IS NOT ACCEPTABLE).

D. FLEXIBLE CONDUIT SHALL BE GALVANIZED FLEXIBLE STEEL CONDUIT CONFORMING TO FEDERAL SPECIFICATION NO. WW–C–566. USE POLYVINYL AND NEOPRENE–COVERED, WATERPROOF TYPE WITH WATERPROOF CONNECTORS FOR AND CONNECTIONS TO MOTORS AND EQUIPMENT.

E. INSULATED BUSHINGS SHALL BE O–Z/GEDNEY TYPE 'B', 'SB' OR 'SBT' AS REQUIRED.

F. TYPE 'MC' OR ANY PREWIRED FLEXIBLE METALLIC CABLE SHALL NOT BE ACCEPTABLE OR USED.

PART 3 EXECUTION

3.1 INSTALLATION

A. RACEWAYS USED THROUGHOUT CONSTRUCTION FOR ALL CONDUCTORS UNLESS OTHERWISE SPECIFICALLY INDICATED. SEPARATE RACEWAY SYSTEMS SHALL BE USED FOR EACH AUXILIARY SYSTEM SUCH AS EXIT LIGHTS, FIRE ALARM, COMMUNICATION OR SIGNAL SYSTEMS. MINIMUM SIZE CONDUIT FOR AUXILIARY SYSTEMS TO BE 3/4".

B. SEALTITE FLEXIBLE METAL CONDUIT SHALL BE USED FOR CONNECTIONS TO MOTOR AND EQUIPMENT. MINIMUM LENGTH OF 12". MAXIMUM LENGTH FOR CONNECTIONS TO MOTOR DRIVEN EQUIPMENT – 36" MAXIMUM LENGTH FOR CONNECTION TO LIGHT FIXTURES – 5'–0".

C. ALL CONDUITS SHALL BE PROVIDED WITH LOCKNUTS AND INSULATED THROAT CONNECTORS.

D. CONDUIT SHALL BE CONCEALED IN FINISHED SPACES, UNLESS OTHERWISE INDICATED.

E. INSTALLATION OF RACEWAYS TO BE COORDINATED WITH INSTALLATION OF OTHER TRADES, IN PARTICULAR, DUCTWORK AND PIPING. LOCATION OF MECHANICAL EQUIPMENT AND SYSTEMS TO TAKE PRECEDENCE OVER RACEWAYS LOCATION. INSTALLATION SHALL NOT RESTRICT EQUIPMENT MAINTENANCE SPACE OR ACCESS THERETO.

F. HANGING OF RACEWAYS DONE IN FIRST–CLASS MANNER USING CONDUIT CLAMPS, UNISTRUT BRACKETS, RACKS, ETC., OR OTHER APPROVED METHODS. HANGING OFF DUCTWORK, SUSPENDED CEILING SUPPORT WIRES, OR RESTING ON CEILING SUPPORT SYSTEM OR CEILING MATERIAL IS NOT PERMITTED. INSTALLATION SHALL NOT INTERFERE WITH REMOVABLE CEILING PANELS OR ACCESS OPENINGS.

3.2 GROUNDING RACEWAY SYSTEM

A. ALL NONCURRENT–CARRYING METALLIC PARTS OF ELECTRICAL EQUIPMENT AND ALL RACEWAY SYSTEMS SHALL BE GROUNDED.

B. GROUND RACEWAY SYSTEMS AND CABINETS FOR AUXILIARY SYSTEMS BY BONDING OR BY CONDUIT INTERCONNECTION WITH THE ELECTRICAL SYSTEM OR AS OTHERWISE SPECIFICALLY INDICATED ON THE DRAWINGS.

C. RUN A GROUND WIRE WITH ALL CONDUIT PROPERLY CONNECTED AT EACH END WITH APPROVED FITTINGS WITH BINDING SCREW.

END OF SECTION

SECTION 16130 – BOXES

PART 1 GENERAL

1.1 COORDINATION

A. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY DOOR SWINGS ON THE JOB BEFORE ROUGHING–IN FOR SWITCHES AT DOORS. LOCATE ON LOCK SIDE OF DOOR.

1.2 CIRCUIT IDENTIFICATION

A. EACH JUNCTION BOX SHALL HAVE ALL CIRCUIT NUMBERS IN THAT PARTICULAR BOX NOTED ON THE COVER. ON EXPOSED GALVANIZED BOXES WITH GALVANIZED COVERS, SUCH AS ABOVE ACCESSIBLE CEILINGS AND IN UNFINISHED SPACES, THE CIRCUIT NUMBERS SHALL BE ON THE OUTSIDE OF THE COVER. ON FLUSH BOXES IN FINISHED SPACES THE NUMBERS SHALL BE NOTED ON THE OUTSIDE OF THE COVER. USE A LABEL MAKER SUCH AS DYMO.

PART 2 PRODUCTS

2.1 MATERIALS

A. ZINC–COATED OR CADMIUM–PLATED CODE GAUGE SHEET STEEL, MINIMUM DEPTH 2–1/8" EXCEPT AT STRUCTURAL RESTRICTIONS. SIZES TO BE IN ACCORD WITH THE NATIONAL ELECTRICAL CODE.

B. BOXES FOR METALLIC RACEWAYS, 4–INCH BY 4–INCH NOMINAL SIZE AND SMALLER SHALL BE OF THE CAST–METAL HUB TYPE WHEN LOCATED IN NORMALLY WET LOCATIONS, WHEN SURFACE MOUNTED ON OUTSIDE OF EXTERIOR SURFACES, WHEN LOCATED IN HAZARDOUS AREAS, OR WHEN INSTALLED EXPOSED UP TO 7 FEET ABOVE INTERIOR FLOORS AND WALKWAYS.

C. JUNCTION OR PULL BOXES WHICH ARE LESS THAN 150 CUBIC INCHES IN SIZE, SHALL BE THE SAME AS OUTLET BOXES.

D. OCTAGON OR SQUARE BOXES SHALL BE NOT LESS THAN 4" SIZE.

E. NOTE ANY SPECIAL LIGHT FIXTURE MOUNTING REQUIREMENTS AND PROVIDE FOR SAME.

F. BOXES IN MASONRY WALLS SHALL BE SET IN THE CORNER OF THE MASONRY UNIT NEAREST HEIGHT AND LOCATION REQUIREMENTS. OUTLET BOXES SHALL CONSIST OF A 4" SQUARE BOX WITH A 2" X 4" RECTANGULAR CUT TILE WALL EXTENSION COVER. "THRU–WALL" BOXES ARE NOT ACCEPTABLE.

G. SPECIAL BOXES AS REQUIRED TO BE USED FOR SPECIAL SYSTEMS AS SPECIFIED, NOTED ON THE DRAWINGS OR AS REQUIRED.

H. APPROPRIATE FACTORY BOXES USED WITH SURFACE RACEWAYS, SUCH AS WIREMOLD.

I. COVERS ON FLUSH BOXES IN FINISHED SPACES SHALL HAVE COVER PLATES MATCHING ADJACENT DEVICE PLATES.

1. PLASTER RINGS SHALL BE PROVIDED ON ALL OUTLET BOXES IN PLASTER WALLS OR CEILINGS AND ELSEWHERE AS REQUIRED.

PART 3 EXECUTION

3.1 INSTALLATION

A. ALL METALLIC BOXES TO BE EFFECTIVELY GROUNDED.

B. CHECK OTHER DRAWINGS, SHOP DRAWINGS, ETC., TO DETERMINE THAT SWITCHES AND OUTLETS ARE NOT CONCEALED BEHIND CABINET WORK, DOORS, HEATING UNITS, ETC.

C. IT IS THIS CONTRACTOR'S RESPONSIBILITY TO SEE THAT BOXES IN WALLS ARE STRAIGHT, LEVEL, PLUMB AND FLUSH WITH FINISHED SURFACES. USE BOX EXTENSIONS WHERE BOX IS SET TOO DEEP.

D. OPEN JUNCTION BOXES ARE NOT ACCEPTABLE. ALL BOXES SHALL HAVE AN APPROPRIATE COVER FOR THE LOCATION.

END OF SECTION

GENERAL PROJECT NOTES:

A. THE COMPLETE ELECTRICAL INSTALLATION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, THE LATEST RULES AND REGULATIONS OF THE SAFETY ORDERS ISSUED BY THE DIVISION OF INDUSTRIAL SAFETY, THE NATIONAL BOARD OF FIRE UNDERWRITERS AND ALL APPLICABLE STATE AND LOCAL CODES ISSUED BY THE AUTHORITIES HAVING JURISDICTION.

B. ELECTRICAL CONTRACTOR SHALL DIRECT, PROVIDE, & SUPERVISE ALL ELECTRICAL WORK AND SHALL COORDINATE ALL WORK WITH OTHER TRADES. THE CONTRACTOR SHALL CONSULT THE ARCHITECTURAL, MECHANICAL, AND OTHER DRAWINGS RELATED TO THIS PROJECT FOR OTHER ELECTRICAL WORK TO BE DONE, WHICH MAY NOT BE SHOWN ON THESE ELECTRICAL PLANS.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL REQUIRED PERMITS AND INSPECTIONS.

D. ELECTRICAL CONTRACTOR SHALL DETERMINE METHODS, PHASING, & SEQUENCE OF ELECTRICAL WORK TO SATISFY CONTRACT DOCUMENT REQUIREMENTS.

E. ALL PENETRATIONS THROUGH WALLS SHALL BE TOTALLY SEALED TO PREVENT THE SPREAD OF SMOKE, FIRE, TOXIC GASES, AND WATER THROUGH THE PENETRATION. THE FIRE RATING OF THE SEALED PENETRATION SHALL BE AT LEAST THAT OF THE WALL INTO WHICH IT IS INSTALLED. THE SEAL SHALL PERMIT THE VIBRATION, EXPANSION AND/OR CONTRACTION OF THE CONDUIT PASSING THROUGH THE PENETRATION WITHOUT THE SEAL CRACKING OR CRUMBLING.

F. UNLESS OTHERWISE INDICATED, THE MINIMUM SIZE OF CONDUIT FOR ALL CIRCUITS SHALL BE 1/2".

G. GREEN INSULATED GROUND CONDUCTORS SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUIT CONDUIT.

H. ALL 120V CIRCUITS SHALL HAVE A DEDICATED NEUTRAL CONDUCTOR.

I. ELECTRICAL EQUIPMENT AND FEEDERS SHALL BE SUPPORTED AND/OR ANCHORED IN ACCORDANCE WITH ALL LOCAL SEISMIC REQUIREMENTS.

J. ELECTRICAL CONTRACTOR SHALL REVIEW & VERIFY ALL DIMENSIONS PRIOR TO WORK. REPORT ANY OBSERVED AMBIGUITY, OMISSION, OR ERROR, IN WRITING, AT ONCE, TO THE GENERAL CONTRACTOR.

K. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL BACKER, CONCRETE PADS, & STRUCTURAL RELATED FRAMING ISSUES, WITH THE GENERAL CONTRACTOR, PRIOR TO ROUGH–IN. CONDUIT WHICH SPAN STRUCTURAL SEISMIC JOINTS REQUIRE 12" MINIMUM FLEXIBLE JOINT & SUPPORT.

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
	POWER PANEL
	TELEPHONE BOARD
	DISCONNECT SWITCH
	COMBINATION MAGNETIC STARTER
$M	FRACTIONAL HP, MOTOR SENTINEL
	BRANCH CIRCUIT EXPOSED ON BUILDING STRUCTURE OR CONCEALED IN WALLS/ CEILINGS IN FINISHED LOCATIONS.
	BRANCH CIRCUIT CONCEALED IN OR UNDER FLOOR
	EMPTY CONDUIT – 3/4" UNLESS NOTED OTHERWISE
	CONDUIT STUB OUT
	CONDUIT RUN – NUMBER OF ARROWHEADS INDICATES THE NUMBER OF CIRCUITS REQUIRED.
	POLE MOUNTED LED LIGHT FIXTURE
	LED LIGHT FIXTURE (CEILING OR WALL MOUNT)
	LED WALL PACK FIXTURE (WALL MOUNT)
	LINEAR LED LIGHT FIXTURE (WALL MOUNT)
	LINEAR LED LIGHT FIXTURE (SURFACE)
	EXIT LIGHT FIXTURE (UNIVERSAL MOUNT)
	LED EMERGENCY LIGHT FIXTURE
	DUPLEX CONVENIENCE RECEPTACLE
	DUPLEX CONVENIENCE RECEPTACLE – MOUNTED HORIZONTALLY
	DOUBLE DUPLEX CONVENIENCE RECEPTACLE
	208 VOLT RECEPTACLE NEMA 6–30R UNLESS OTHERWISE NOTED
T	THERMOSTAT
	COMBINATION DATA/TELEPHONE OUTLET
	MULTI–OUTLET ASSEMBLY – SIZE AS NOTED W/RECEPTACLE AS NOTED
M	MOTOR
	SPECIAL EQUIPMENT CONNECTION OR OUTLET AS NOTED
J	JUNCTION BOX OR J–BOX
OC	OCCUPANCY SENSOR
TC	TIME CLOCK
$	SWITCH
$3	SWITCH – 3 WAY
$4	SWITCH – 4 WAY
$D	SWITCH – DIMMER
$OC	SWITCH – OCCUPANCY SENSOR (SUBSCRIPT INDICATES TYPE)
$T	SWITCH – TIMER
P	PUSH BUTTON

ABBREVIATIONS	DESCRIPTION
AFF	ABOVE FINISHED FLOOR
AIC	AMPS INTERRUPTING CURRENT
C	CONDUIT
EC	ELECTRICAL CONTRACTOR
EX	EXISTING
FACP	FIRE ALARM CONTROL PANEL
G.C.	GENERAL CONTRACTOR
GRD	GROUND
GFI	GROUND FAULT CIRCUIT INTERRUPTER
HOA	HAND–OFF–AUTOMATIC
HP	HORSE POWER
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
OVD	OVERHEAD DOOR
PMR	PER MANUFACTURER'S RECOMMENDATIONS
TEL	TELEPHONE
TFX,XFMR	TRANSFORMER
VFD	VARIABLE FREQUENCY DRIVE
WP	WEATHER PROOF
W\	WITH

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DRAWN BY:	GPD
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QUALITY CHECK:	GPD
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PONDEROSA PETROLEUM - RAIL ACCESS
GREAT FALLS, MONTANA

ELECTRICAL LEGEND & SPECIFICATIONS

240500 G

SHEET E0.1

PANELBOARD SCHEDULE

PANEL: H **MAIN BREAKER:** 400A **MOUNTING:** SURFACE **FEED LOCATION:** TOP **MINIMUM AIC:** 25KAMPS
CHARACTERISTICS: 277/480V,3Ø,4W **FEEDERS:** SEE ONE-LINE RISER DIAGRAM **MAIN BUSS:** 400A
MISCELLANEOUS: OUTDOOR RATED - SQUARE D "I-LINE" OR EQUAL, 26" WIDE MINIMUM, INTEGRAL 240KA SPD

WIRE SIZE	ID	LOAD DESCRIPTION	KVA LOAD ØA	ØB	ØC	CIRCUIT BREAKER	CKT #		CKT #	CIRCUIT BREAKER	KVA LOAD ØA	ØB	ØC	LOAD DESCRIPTION	ID	WIRE SIZE
#6	L	POLE MOUNTED LIGHTING	3.44			20A-1P	1	A	2	30A-1P				SPARE		
#6	L	POLE MOUNTED LIGHTING		3.44		20A-1P	3	B	4	30A-1P				SPARE		
#6	L	POLE MOUNTED LIGHTING			3.44	20A-1P	5	C	6	30A-1P				SPARE		
#6	L	POLE MOUNTED LIGHTING	3.44			20A-1P	7	A	8	20A-1P				SPARE		
#6	L	POLE MOUNTED LIGHTING		0.43		20A-1P	9	B	10	20A-1P				SPARE		
#12	E	TIME CLOCK CONTROL CKT.			0.10	20A-1P	11	C	12	20A-1P				SPARE		
		SPARE				20A-3P	13	A	14	20A-3P				SPARE		
		–					15	B	16					–		
		–					17	C	18					–		
		SPARE				30A-3P	19	A	20	30A-3P				SPARE		
		–					21	B	22					–		
		–					23	C	24					–		
		SPARE				60A-3P	25	A	26	60A-3P				SPARE		
		–					27	B	28					–		
		–					29	C	30					–		
		SPARE				100A-3P	31	A	32	90A-3P	1.00			PANEL 'L' (VIA 30KVA XFMR)	E	#3
		–					33	B	34			1.00		–	E	#3
		–					35	C	36				0.00	–	E	#3
3/0	E	RAILWAY POWER	13.3			100A-3P	37	A	38	100A-3P	9.1			PANEL 'A' (VIA 45KVA XFMR)	E	#3
3/0	E	–		13.3			39	B	40			10.1		–	E	#3
3/0	E	–			13.3		41	C	42				10.4	–	E	#3
3/0	E	RAILWAY POWER	13.3			100A-3P	43	A	44	100A-3P				SPARE		
3/0	E	–		13.3			45	B	46					–		
3/0	E	–			13.3		47	C	48					–		
		SPARE				200A-3P	49	A	50	200A-3P				SPARE		
		–					51	B	52					–		
		–					53	C	54					–		
		SUB-TOTAL LOADS	33.5	30.5	30.1						10.1	11.1	10.4	SUB-TOTAL LOADS		

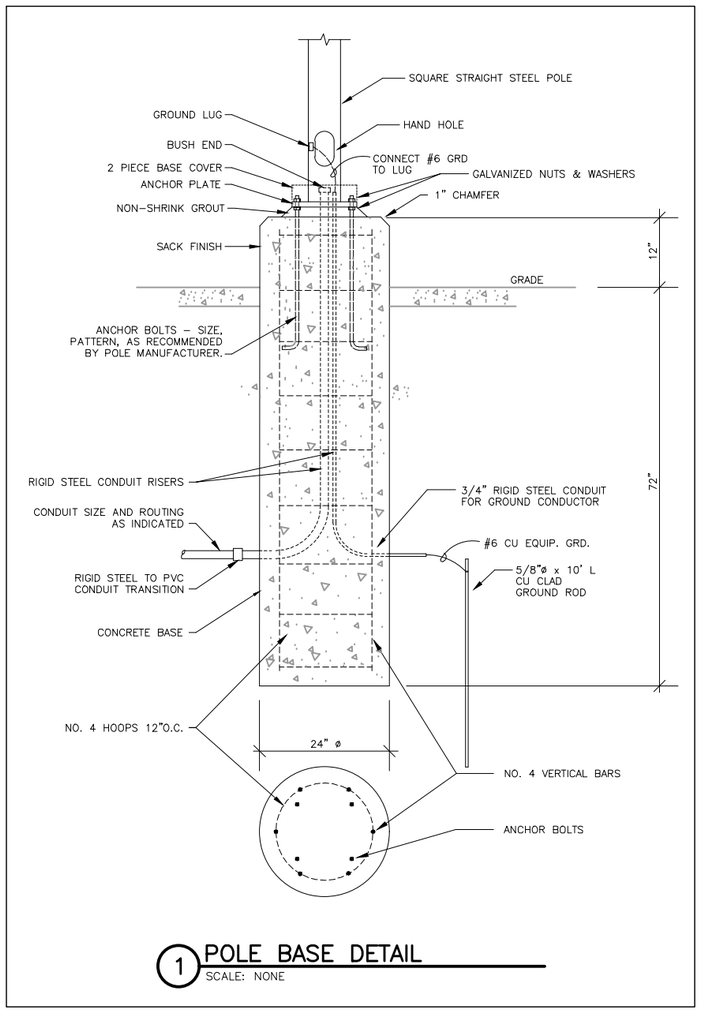
CONNECTED LOADS:		DEMAND LOADS:					DEMAND RESULTS:	
PHASE A	43.55 KVA	LIGHTING LOAD:	14.19 KVA	@ 125%	=	17.7 KVA	TOTAL DEMAND LOAD:	**129.2** KVA
PHASE B	41.54 KVA	RECEPTACLE LOAD:	0.00 KVA	@ 100%	=	0.0 KVA	SPARE LOAD:	203.2 KVA
PHASE C	40.57 KVA	RECEPTACLES AFTER 10KVA:	0.00 KVA	@ 50%	=	0.0 KVA	DESIGN LOAD:	332.4 KVA
TOTAL:	125.66 KVA	EQUIPMENT LOAD	111.47 KVA	@ 100%	=	111 KVA	FEEDER AMP.	400.0 Amps

PANELBOARD SCHEDULE

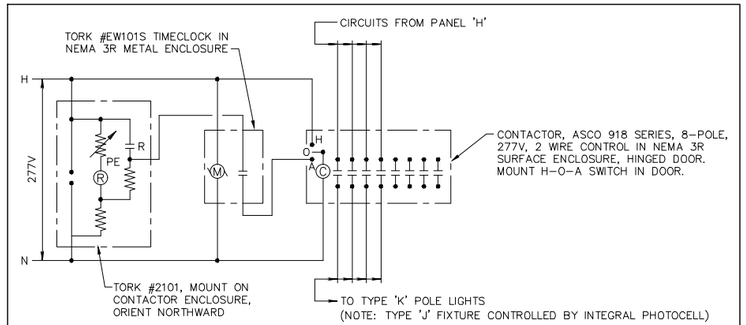
PANEL: L **MAIN BREAKER:** 100A **MOUNTING:** SURFACE **FEED LOCATION:** TOP **MINIMUM AIC:** 25KAMPS
CHARACTERISTICS: 120/208V,3Ø,4W **FEEDERS:** SEE ONE-LINE RISER DIAGRAM **MAIN BUSS:** 100A
MISCELLANEOUS: OUTDOOR RATED - SQUARE D #MPZB30T2F25K "MINI POWER ZONE" OR EQUAL W/ 30KVA STEP-DOWN XFMR

WIRE SIZE	ID	LOAD DESCRIPTION	KVA LOAD ØA	ØB	ØC	CIRCUIT BREAKER	CKT #		CKT #	CIRCUIT BREAKER	KVA LOAD ØA	ØB	ØC	LOAD DESCRIPTION	ID	WIRE SIZE
		MAIN BREAKER				100A-3P	1	A	2	20A-1P	1.00			BLOCK HEATER RECEPTACLE	E	#8
		–					3	B	4	20A-1P		1.00		BLOCK HEATER RECEPTACLE	E	#8
		–					5	C	6	20A-1P				SPARE		
		SPARE				20A-1P	7	A	8	20A-1P				SPARE		
		SPARE				20A-1P	9	B	10	20A-1P				SPARE		
		SPARE				20A-1P	11	C	12	20A-1P				SPARE		
		SPARE				20A-1P	13	A	14	40A-3P				SPARE		
		SPARE				20A-1P	15	B	16							
		SPARE				20A-1P	17	C	18					–		
		SPARE				20A-3P	19	A	20	60A-3P				SPARE		
		–					21	B	22					–		
		–					23	C	24					–		
		SPARE				30A-3P	25	A	26	80A-3P				SPARE		
		–					27	B	28					–		
		–					29	C	30					–		
		SUB-TOTAL LOADS	0.0	0.0	0.0						1.0	1.0	0.0	SUB-TOTAL LOADS		

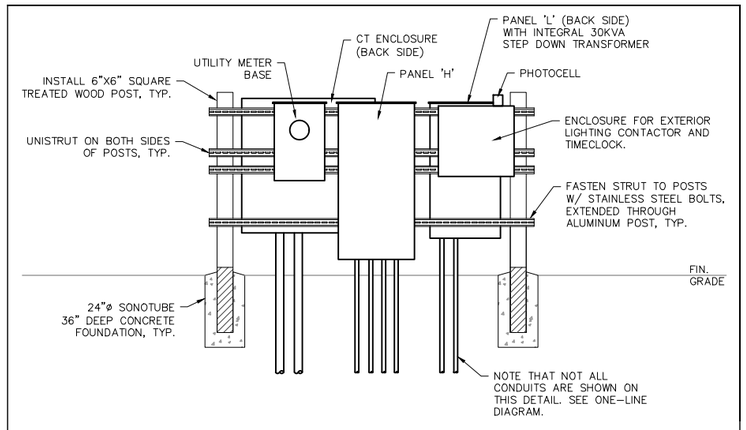
CONNECTED LOADS:		DEMAND LOADS:					DEMAND RESULTS:	
PHASE A	1.00 KVA	LIGHTING LOAD:	0.00 KVA	@ 125%	=	0.0 KVA	TOTAL DEMAND LOAD:	**2.0** KVA
PHASE B	1.00 KVA	RECEPTACLE LOAD:	0.00 KVA	@ 100%	=	0.0 KVA	SPARE LOAD:	28.0 KVA
PHASE C	0.00 KVA	RECEPTACLES AFTER 10KVA:	0.00 KVA	@ 50%	=	0.0 KVA	DESIGN LOAD:	30.0 KVA
TOTAL:	2.00 KVA	EQUIPMENT LOAD	2.00 KVA	@ 100%	=	2.0 KVA	FEEDER AMP.	100.0 Amps



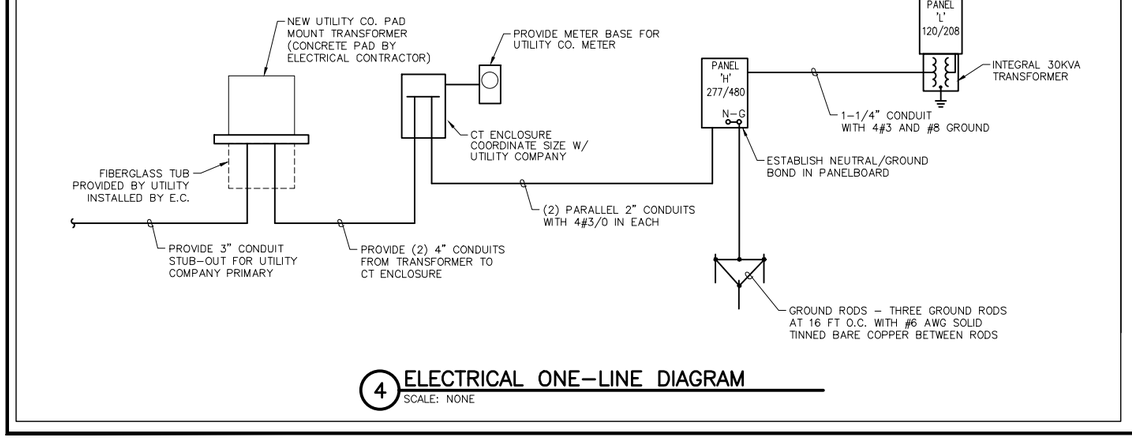
1 POLE BASE DETAIL
SCALE: NONE



2 EXTERIOR LIGHTING CONTROL DIAGRAM
SCALE: NONE



3 "H-FRAME" ELECTRICAL SERVICE PEDESTAL DETAIL
SCALE: NONE



4 ELECTRICAL ONE-LINE DIAGRAM
SCALE: NONE

LIGHT FIXTURE SCHEDULE

LIGHT SYMBOL		DESCRIPTION	FIXTURE MANUFACTURER	FIXTURE CATALOG NUMBER	FIXTURE LOCATION	FIXTURE TYPE	LAMP TYPE	LAMP NO	LAMP VOLTAGE	NOTES
J		POLE MOUNTED LED FIXTURE WITH "DARK SKY" FULL CUT-OFF OPTICS. TYPE 1 SHORT DISTRIBUTION. 49,000 LUMENS, 431 WATTS. TEXTURED BLACK FINISH. PROVIDE ALL MOUNTING HARDWARE AS REQUIRED. PROVIDE WITH INTEGRAL PHOTOCELL.	LITHONIA	DSX2-LED-P8-40K-T1S-MVOLT -SPA-DBLBXD-PER	POLE	ARM MOUNT	LED/4000K	–	277V	1
K		TWIN POLE MOUNTED LED FIXTURE WITH "DARK SKY" FULL CUT-OFF OPTICS. TYPE 1 SHORT DISTRIBUTION. 49,000 LUMENS EACH, 431 WATTS EACH. TEXTURED BLACK FINISH. PROVIDE ALL MOUNTING HARDWARE AS REQUIRED.	LITHONIA	DSX2-LED-P8-40K-T1S-MVOLT -SPA-DBLBXD	POLE	ARM MOUNT	LED/4000K	–	277V	1

SPECIFIC NOTES:
1. PROVIDE 5"x5" SQUARE STEEL POLE, 30 FOOT LENGTH, TEXTURED BLACK FINISH. POLE SHALL BE RATED FOR 100 MPH SUSTAINED WINDS WITH EPA OF FIXTURE(S).
2. PROVIDE COMPATIBLE PHOTOCELL AND INSERT INTO TWISTLOCK PHOTOCELL RECEPTACLE (OR INTEGRAL PHOTOCELL IF AVAILABLE).

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BRAD M. KAUFFMAN No. 14587 PE LICENSED PROFESSIONAL ENGINEER

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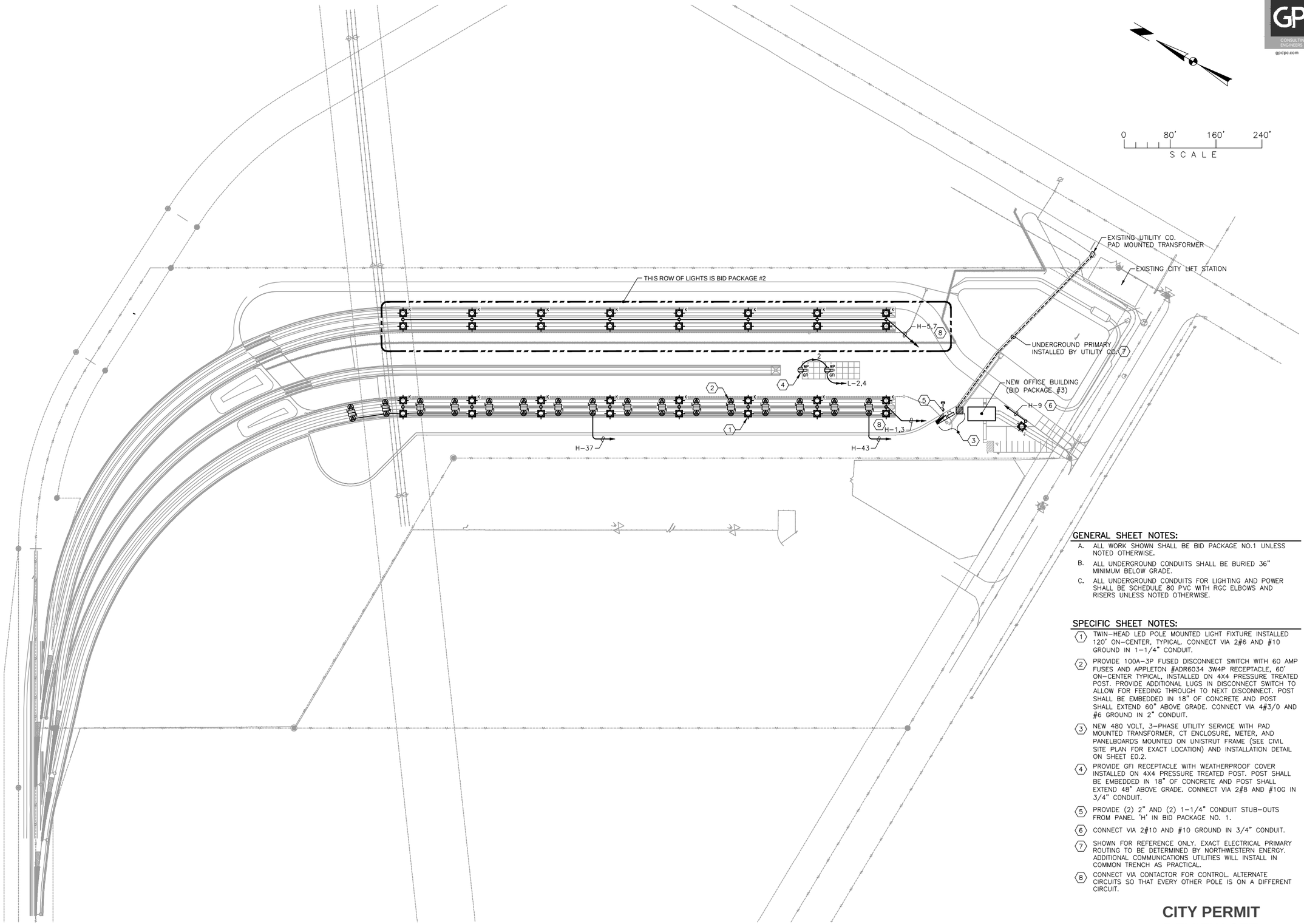
DESIGNED BY:	BMK
QUALITY CHECK:	GPD
DATE:	03-01-2024
JOB NO.	23-059
FIELDBOOK	

PONDEROSA PETROLEUM - RAIL ACCESS
GREAT FALLS, MONTANA

ELECTRICAL DETAILS & SCHEDULES - INTERIOR

240500 E

SHEET E0.2



GENERAL SHEET NOTES:

A. ALL WORK SHOWN SHALL BE BID PACKAGE NO.1 UNLESS NOTED OTHERWISE.

B. ALL UNDERGROUND CONDUITS SHALL BE BURIED 36" MINIMUM BELOW GRADE.

C. ALL UNDERGROUND CONDUITS FOR LIGHTING AND POWER SHALL BE SCHEDULE 80 PVC WITH RGC ELBOWS AND RISERS UNLESS NOTED OTHERWISE.

SPECIFIC SHEET NOTES:

(1) TWIN-HEAD LED POLE MOUNTED LIGHT FIXTURE INSTALLED 120' ON-CENTER, TYPICAL. CONNECT VIA 2#6 AND #10 GROUND IN 1-1/4" CONDUIT.

(2) PROVIDE 100A-3P FUSED DISCONNECT SWITCH WITH 60 AMP FUSES AND APPLETON #ADR6034 3W4P RECEPTACLE, 60' ON-CENTER TYPICAL, INSTALLED ON 4X4 PRESSURE TREATED POST. PROVIDE ADDITIONAL LUGS IN DISCONNECT SWITCH TO ALLOW FOR FEEDING THROUGH TO NEXT DISCONNECT. POST SHALL BE EMBEDDED IN 18" OF CONCRETE AND POST SHALL EXTEND 60" ABOVE GRADE. CONNECT VIA 4#3/0 AND #6 GROUND IN 2" CONDUIT.

(3) NEW 480 VOLT, 3-PHASE UTILITY SERVICE WITH PAD MOUNTED TRANSFORMER, CT ENCLOSURE, METER, AND PANELBOARDS MOUNTED ON UNISTRUT FRAME (SEE CIVIL SITE PLAN FOR EXACT LOCATION) AND INSTALLATION DETAIL ON SHEET E0.2.

(4) PROVIDE GFI RECEPTACLE WITH WEATHERPROOF COVER INSTALLED ON 4X4 PRESSURE TREATED POST. POST SHALL BE EMBEDDED IN 18" OF CONCRETE AND POST SHALL EXTEND 48" ABOVE GRADE. CONNECT VIA 2#8 AND #10G IN 3/4" CONDUIT.

(5) PROVIDE (2) 2" AND (2) 1-1/4" CONDUIT STUB-OUTS FROM PANEL 'H' IN BID PACKAGE NO. 1.

(6) CONNECT VIA 2#10 AND #10 GROUND IN 3/4" CONDUIT.

(7) SHOWN FOR REFERENCE ONLY. EXACT ELECTRICAL PRIMARY ROUTING TO BE DETERMINED BY NORTHWESTERN ENERGY. ADDITIONAL COMMUNICATIONS UTILITIES WILL INSTALL IN COMMON TRENCH AS PRACTICAL.

(8) CONNECT VIA CONTACTOR FOR CONTROL. ALTERNATE CIRCUITS SO THAT EVERY OTHER POLE IS ON A DIFFERENT CIRCUIT.

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FIELDBOOK	

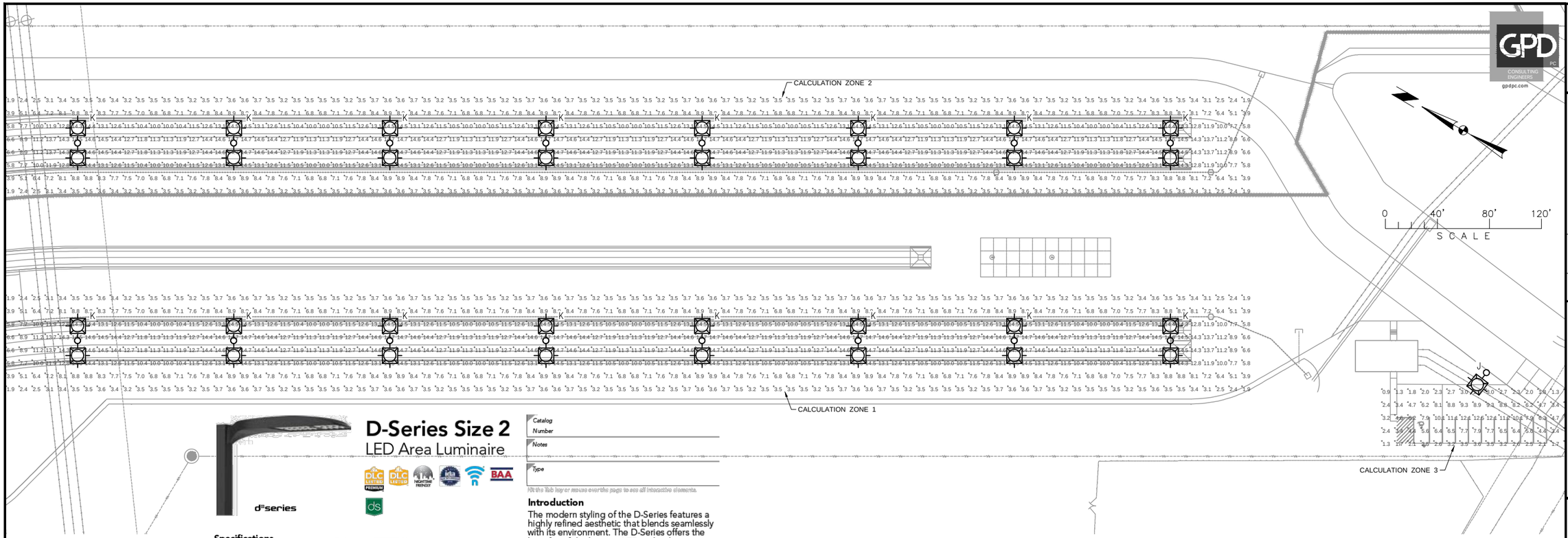
PONDEROSA PETROLEUM - RAIL ACCESS
GREAT FALLS, MONTANA

ELECTRICAL SITE PLAN

240500

SHEET **ES1.0**

Agenda #13.



D-Series Size 2
LED Area Luminaire

Catalog Number

Notes

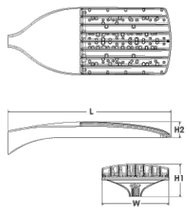
Type

Hit the Tab key or mouse over the page to see all interactive elements.

d-series

Specifications

EPA:	1.06 ft² (0.10 m²)
Length:	40.59" (103.1 cm)
Width:	16.76" (42.6 cm)
Height H1:	8.11" (20.6 cm)
Height H2:	3.96" (10.1 cm)
Weight:	46 lbs (20.9 kg)



Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of up to 80% vs. 1000W HID and expected service life of over 100,000 hours.

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

Design Select options indicated by this color background.

Ordering Information

EXAMPLE: DSX2 LED P7 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX2 LED

Series	LEDs	Color temperature	Color Rendering Index	Distribution	Voltage	Mounting
DSX2 LED	Forward optics: P1 P5, P2 P6, P3 P7, P4 P8; Rotated optics: P10[1] P13[1], P11[1] P14[1], P12[1]	(this section 70CRI only): 30K 3000K, 40K 4000K, 50K 5000K; (this section 80 CRI only, extended lead times apply): 27K 2700K, 30K 3000K, 35K 3500K, 40K 4000K, 50K 5000K	70CRI, 70CRI, 70CRI; 80CRI, 80CRI, 80CRI, 80CRI, 80CRI	AFR Automotive front row; T1S Type I short; T2M Type II medium; T3M Type III medium; T3LG Type III low glare[3]; T4M Type IV medium; T4LG Type IV low glare[3]; TFTM Forward throw medium; T5M Type V medium; T5LG Type V low glare; T5W Type V wide; BLC3 Type II backlight control[3]; BLC4 Type IV backlight control[3]; LCCO Left corner cutoff[3]; RCCO Right corner cutoff[3]	MVOLT (120V-277V)[4]; HVOLT (347V-480V)[5,6]; XVOLT (277V - 480V)[7,8]; 120[14,26]; 208[14,26]; 240[14,26]; 277[14,26]; 347[14,26]; 480[14,26]	Shipped included: SPA Square pole mounting (#8 drilling), RPA Round pole mounting (#8 drilling), SPA5 Square pole mounting #5 drilling[9], RPA5 Round pole mounting #5 drilling[9], SPA8N Square narrow pole mounting #8 drilling, WBA Wall bracket[10], MA Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)

Control options		Other options		Finish (required)
Shipped installed: NLTAIR2 PIRHN nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8–40' mounting height, ambient sensor enabled at 2FC[11,12,26,27]; PIR High/low, motion/ambient sensor, 8–40' mounting height, ambient sensor enabled at 2FC[11,26,27]; PER NEMA twist-lock receptacle only (controls ordered separate)[18]; PER5 Five-pin receptacle only (controls ordered separate)[18,23]; PER7 Seven-pin receptacle only (controls ordered separate)[18,23]; FAO Field adjustable output[15,28]; BL30 Bi-level switched dimming, 30%[16,28]; BL50 Bi-level switched dimming, 50%[16,28]; DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)[17]; DS Dual switching[18,19,23]		Shipped installed: SPD20KV 20KV surge protection; HS Houseside shield (black finish standard)[22]; L90 Left rotated optics[1]; R90 Right rotated optics[1]; CCE Coastal Construction[33]; HA 50°C ambient operation[34]; BAA Buy America(n) Act Compliant; SF Single fuse (120, 277, 347V)[26]; DF Double fuse (208, 240, 480V)[26]; 3G Vibration rated for 3G[27]; Shipped separately: EGSR External Glare Shield (reversible, field install required, matches housing finish); BSDB Bird Spikes (field install required)	DDBXD Dark Bronze; DBLXD Black; DNAXD Natural Aluminum; DWHXD White; DDBTXD Textured dark bronze; DBLBXD Textured black; DNATXD Textured natural aluminum; DWHGXD Textured white

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Lighting Calculation Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone 1 & 2	+	9.0 fc	14.7 fc	1.9 fc	7.7:1	4.7:1
Calc Zone 3	+	4.9 fc	12.5 fc	0.9 fc	13.9:1	5.4:1

GENERAL SHEET NOTES:

A. THIS SHEET IS FOR THE PURPOSE OF SHOWING COMPLIANCE WITH THE CITY OF GREAT FALLS LIGHTING ORDINANCE AND IS FOR REFERENCE ONLY.

B. NOTE THAT ALL 3 LIGHTING CALCULATION ZONES MEET CITY REQUIREMENTS FOR MAXIMUM AVERAGE LIGHT LEVEL AND AVERAGE TO MINIMUM RATIO REQUIREMENTS.

C. LIGHTING CALCULATION ZONES 1 AND 2 ARE ALLOWED A MAXIMUM AVERAGE LIGHT LEVEL OF 10 FOOT CANDLES (INDUSTRIAL LOADING/UNLOADING AREA).

D. LIGHTING CALCULATION ZONE 3 IS ALLOWED A MAXIMUM AVERAGE LIGHT LEVEL OF 5 FOOT CANDLES (COMMERCIAL PARKING LOT).

E. ALL CALCULATION ZONES MEET THE CITY REQUIREMENTS FOR AN AVERAGE TO MINIMUM LIGHTING LEVEL RATIO OF 6:1 OR BETTER.

CITY PERMIT REVIEW SET

GPD CONSULTING ENGINEERS gpdpc.com

BRAD M. KAUFFMAN No. 14587 PE LICENSED PROFESSIONAL ENGINEER

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FIELDBOOK	

PONDEROSA PETROLEUM - RAIL ACCESS
GREAT FALLS, MONTANA

ELECTRICAL SITE LIGHTING CALCULATIONS

240500

APPENDIX B:

TRANSLOAD OPERATIONS STANDARD OPERATING PROCEDURE

Ponderosa Solutions	
Procedure Name: Transloading Truck to Rail	Document Number: SOP-TL-092023

PONDEROSA SOLUTIONS
TRANSLOAD OPERATIONS

PURPOSE:

This procedure provides guidance for loading rail cars by means of a Ponderosa Petroleum owned transloader.

PREREQUISITES:

1. Review MSDS sheets for any and all products being dealt with
2. Hazardous Material Training
3. Hazardous Material – Emergence Response
4. Fall Protection Training
5. Facility Rules and restrictions
6. On-site training
    i. Rail Car Inspection
    ii. Track lock out tag out
    iii. Transloader operation
7. Review Components of a Rail Car at http://www.americanrailcar.com/Manufacturing/TankCarDiagram

REQUIRED EQUIPMENT:

1. H_2S Monitor
2. Personal Protective Equipment
    - Hardhat
    - Safety Glasses, Face Shield
    - Work Boot
    - Pants
    - Long Sleeve Shirt (100% cotton)
    - Gloves
    - Orange Vest

SAFETY:

1. **Remember this is not a race, take your time, and do it right the first time. If you have a problem ask questions, get direction, then proceed. Safety is always FIRST.**

2. Any and every person on site has STOP WORK ATHORITY. Stop work authority is the responsibility and obligation to stop work when a perceived unsafe condition or behavior may result in an unwanted event.

3. When performing this procedure there is a potential for exposure to Hydrogen Sulfide (H_2S). H_2S is an invisible gas that smells like rotten eggs. Breathing exposure to high ppm levels can cause dizziness, loss of conscience, and in very extreme cases with ultra-high ppm concentrations, even death. H_2S monitor alarms begin at 10ppm and accelerate in report to 20ppm. Extreme caution should be exercised at all times and the use of all PPE is required at all times. The H_2S monitor should be worn by attaching it to outside clothing within a 10" radius of nose and mouth. If the monitor alarms, back away immediately into fresh air and do not reenter the area until H_2S mitigations are taken.

4. Backing trucks can often be overlooked as a safety risk. Do not stand in the path of a backing truck. Please use caution and remember, if you cannot see the driver the driver cannot see you.

5. NO SMOKING while on railroad property unless in a designated area.

6. No sources of ignition are allowed on person at the site (lighter, matches, other).

7. Cellphones are not to be used outside a vehicle cab.

PROCEDURE:

A. TRANSLOADER INSPECTION AND START UP.

Use clear and legible writing to complete the Transfer Unit Operation Checklist. Any deviations from the checklist should be noted in the comments.

1. Pre-startup checks

   i. General Visual inspection – walk the site, security check, look to identify anything that is out of place or appears to be tampered with.
   ii. Plugins are operating – ensure that all electrical heating systems are still in operating condition.
   iii. Check Tires – look for low or underinflated tires. If necessary check the tire pressure.
   iv. Truck cab locked and key in hiding place – if not please notify Ponderosa staff.

v. Truck Engine – ensure that oil and coolant is within operating range, and engine compartment is clear of any leaks.
vi. Generator – ensure that oil and coolant is within operating range, and engine compartment is clear of any leaks.

2. Startup / Warm up

i. Start truck engine – monitor all gauges for irregularity.
ii. Start Generator - monitor all gauges for irregularity.
iii. With generator running, check that lighting and fans are operating correctly.

3. Post Warm up

i. Truck Engine – record all gauge readings. If a reading is outside the SOR (standard operating range) identified, please call Ponderosa Petroleum immediately.
ii. Generator – record all gauge readings. If a reading is outside the SOR (standard operating range) identified, please call Ponderosa Petroleum immediately.

4. Track Isolation

i. Apply track isolation - a derailer or locked switch must be placed on the active end on the track.
ii. The blue flag must be located at end of the ACTIVE END of the rail tank car string.

B. RAIL TANK CAR PRELOADING

Use clear and legible writing to complete the Transfer Unit Operation Checklist. Any deviations from the checklist should be noted in the comments.

1. Inspect the car for overall integrity and any visible damage. All safety appliances must be in proper condition. The rail tank car must show no sign of leakage and have no visible defects.

2. Qualification stencils should be legible and reviewed to confirm that the car is not overdue for any tests, qualifications, or inspections. Do not load a rail tank car with overdue tests, qualifications, or inspections.

3. All fittings, valves, gaskets, and fasteners must be in proper condition, i.e., not corroded, torn, worn, stripped, or otherwise damaged.

4. Unless the rail tank car is cleaned/purged, ensure that the residue in the rail tank car is compatible with the product being loaded.

5. If equipped with a safety vent, the rupture disc must be thoroughly inspected. If equipped with a pressure relief valve, the valve must be inspected to ensure no debris is in the valve discharge area.

6. Remove the BOV cap and inspect the ball or valve. Look for excessive product in the cap and ensure there is no damage to the sealing system. It may be necessary to use a heat source to soften the product on the threads of the cap. Do not use a torch while the transloader is next to the railcar, as the gas storage is too close causing a hazard.

7. Thoroughly inspect the exposed parts of the heating system to identify all thing that would limit the receiving locations ability to heat the car.

8. Ensure that the car is placarded correctly.

C. RAIL TANK CAR LOADING

1. Chock the wheels of the rail tank car with the provided rail chocks.

2. Check that the rail tank car hand brake is engaged.

3. Park the transload truck next to the rail tank car so the access gangway is centered on the rail car safety cage opening and activate Parking Brake

4. Position the fan so the air is blowing across the manway dome and start the fan.

5. Climb the stairs, enter the safety platform and maintain 3 points of contact at all time.

6. Use foot lever on access gangway to fold down to railcar. Adjust hydraulic lift if necessary.

7. Open railcar dome lid by backing off all the dome lid nuts with the approved wrench.
    i. Note: If car has negative pressure (dome lid will not open after nuts are loose) it may be necessary to relieve pressure by opening the pressure relief valve.

8. After opening the dome lid, check the condition of the dome lid gasket. Gasket should be intact, unbroken, with no cracking or visible defects.

9. Ensure the car is completely empty and does not have excessive heel, any visible foreign objects, or excessive water. A small amount of residue product no wider than 18" is acceptable. If the product heel is determined to be excessive, please contact Ponderosa Petroleum and skip the car.

10. Spout the rail car and secure the loading arm by using a chain around the railcar safety platform to ensure the spout cannot come out of the manway.

11. Connect the grounding safety interlock to the railcar and verify the light is "green".

12. Insert the overfill protection into car ensuring the tip is below the nozzle >2".

13. The operator must complete the positioning of the transloader and must have secured the loading arm into the railcar before spotting the transport truck.

D. PRODUCT TRANSFER

1. Position tanker transport next to transloader

2. Ensure that the tanker transport trailer tires are properly chocked.

3. Receive the BOL from the tank transport driver and verify that the product matches the loading instructions, and the quantity is within expectations.

4. Record the rail tank car number on truck bill of lading.

5. Record the tanker transport bill of lading number, trailer #, driver, product, Net Volume, and Net Tons on the loading sheet.

6. Ensure hoses are not damaged, cracked, frayed, or missing parts. Inspect unloading hoses for leaks or damage. Cam lock fittings should be tight on hoses and have undamaged gaskets.

7. Connect the transfer hoses to the tanker transport connection.

Note: If only one transport tanker is connected, the secondary hose or inlet must be capped. Never operate the system with an open connection!

8. Ensure your face shield is down and start the motor/pump. Verify it is operating normal prior to opening any valves.

9. Open the valve on the discharge and inlet side of the strainer basket.

NOTE: When operating valves or closures, loaders should never stand directly above or place any part of their body directly above the gauging device, valve, fitting or closure.

10. Utilizing the bleeder valve on the transport truck, verbally confirm with the driver that the pump is working correctly, and the hose is not obstructed by verifying suction. If the hose is obstructed, heat may need to be applied to soften the asphalt blockage in the hose.

11. Confirm the tanker transport dome lid is open. Make sure you receive verbal conformation from the driver or visible check.

12. Verbally confirm the bleeder valve on the tanker transports are closed.

13. Instruct driver to open discharge valve from tanker transport **SLOWLY!!!**

14. Walk the lines to verify there are no leaks at the connections or around the hose.

15. Volume: The sum of the weight and gross volume cannot exceed the limits stenciled on the car. It is the responsibility of the transload operator to ensure limits are not exceeded. If questions arise do not hesitate to call a supervisor.
    i. Weight: Keep a rolling sum of all net weights from the tanker transport BOL's. This rolling sum cannot exceed the load limit stenciled on the rail tank car.
    ii. Volume: Keep a rolling sum of all Net Volume from the tanker transport BOL's if available. This rolling sum multiplied by 1.125 cannot exceed Tank Shell CAPY on end cap of car.
    iii. Typical outage after loading should be between 3"-10" below bottom edge of manway opening. This will vary with product temperature. Outage will be less with higher temperature product than lower temperature product.

16. Ensure pump is running properly. There should be no excessive noises or vibrations. (heavier oil under 300F may cause increase in noise)

17. After 2 minutes reinspect the system by "Walking the line" (following the flow of material from the tank transport to the rail tank car) checking for any abnormalities or leaks.

18. Stay within 25 feet of the operation with an unobstructed view during entire transfer.

E. PRODUCT TRANSFER COMPLETE

1. Allow pump to draw until tanker transport empties or railcar is full.

2. Instruct Driver to use (open) bleeder valve 3 times to empty product hose while pump continues to run.
   Note: On the last truck of the day, introduce diesel through the bleeder valve and walk the line out while the bleeder remains open. With the hose elevated, shut the valve on the left side of the strainer basket trapping all fluids. With the pump still running and both inlet valves (left of strainer) closed, slowly open the gate valve on the bottom of the strainer basket to clear the basket of oil and shut the outlet valve (right of the strainer) and bottom ball valve simultaneously. To open the strainer lid it may be necessary to quickly open an inlet valve (left side of strainer) to reduce the vacuum.

3. Close the valve on the inlet side of the strainer (Left) and the valve on the discharge side of the strainer basket (Right).

4. Stop the pump

5. Ensure bleeder valve is closed

6. Disconnect product hose from the tanker transport and secure to back of transload truck.

7. Ensure tanker transport dome lid is closed

8. Disconnect grounding system and confirm the light is “RED” on the monitor.

9. Remove the loading arm from the rail car when loading is complete and secure to the holding location on the platform.

10. Close the dome lid gently. Do not let it free fall and drop on the manway. This can damage the gasket and cause a broken seal.

11. Secure rail car dome lid bolts with wrench and install seal if required. Tighten nuts in a “star” criss-cross rotation pattern. Always starting with the #1 position. The #1 position is the nut on the right side of the handle for dome lid.

12. Add seals to the following locations and record the number on the Loading and Inspection Report.

    i. Manway Lid.
    ii. Protective Housing Cover Pin.
    iii. Bottom Outlet Cap.

13. Raise the access ramp at the top of the transloader stairs.

14. If another car needs to be loaded pull the transloader forward and start at step 1 of the section C. Rail Tank Car Loading.

15. Remove chocks from the railcars, remove blue flag, and unlock track.

16. Park truck and lock doors and all boxes.

17. Plug in heat trace

18. Plug in truck and generator block heaters if necessary (under 50F)

F. SHUT DOWN

1. Remove the isolate from track
    i. Remove the track isolation
    ii. Remove the blue flag

2. Shut Down
    i. Site Inspection – site is clean and picked up, loading road condition is good and the site is ready to go for next time.
    ii. Electrical – all equipment is plugged in and extension cords are working.
    iii. Spills / Leaks – note if there were any spills during shift, even if they have been cleaned up.
    iv. Trucks are Locked – all trucks have been locked up and keys are hidden.

F. QUESTIONS AND CONTACTS

Questions regarding Rail Tank Car loading procedures should be directed to

Primary:	Nate Johnson	(918) 891-1061
Secondary:	Sean Lett	(303) 472-4070
Ponderosa Petroleum	Office	(720) 851-5758

Site Operations Checklist

2/1/2

Truck #			Date	
			Operator	
	Item	Expectation	Result	Notes:
Site				
On shift	Site Inspection	Nothing appears out of place		
	Electrical	Extension cord woking, piping in warm		
	Spills / Leaks	No material has leaked onto the site		
	Track Isolation	Derailer or switch inplace, blue flag visiable		
Off Shift	Site Inspection	Site is clean and orderly		
	Electrical	Extension cords are plugged in and working		
	Spills / Leaks	No material has leaked onto the site		
	Trucks are locked	All trucks are locked and secure		
	Remove Track Isolation	Remove derailer, and blue flag		
Truck				
Off	Tire pressure	Fully inflated and no cuts or slices are visible		
	Truck Cab	Locked and keys are in hiding place		
	Fluids Check	Oil and coolant is within operating range		
Running	Start up	Monitor gauges for irregularity		
	Exhaust Regen light	On or Off		
After 15 Min	Oil Pressure	SOR - PSI 40 < OP < 55		
	Charging Volts	SOR - Volts 12 < CV < 14		
	Air Pressure	SOR - PSI		
	Engine Temp	SOR - Degrees F 160 < ET < 200		
Generator				
Off	Fluids Check	Oil and coolant is within operating range		
Running	Start up	Monitor gauges for irregularity		
	Operating equipment	Lights and fan working		
After 15 Min	Oil Pressure	SOR - PSI 40 < OP < 55		
	Charging Volts	SOR - Volts 12 < CV < 14		
	Engine Temp	SOR - Degrees F 180 < ET < 200		
	Voltage Output	SOR - Volts 460 < VO < 480		
	Amperage	SOR - Amps 58 < AMP < 62		

Ponderosa Solutions
Railcar Inspection

Location:
Rail Car Number:
Rail Car Capacity:
Load Limit:
LTWT:
Product
Protective Housing Seal Number:
BOV Lever Seal Number:
Caution Signs / 'MEN AT WORK' blue flags placed on active end of track
Track is secured against access(switch is locked out / locked derail is in place
Handbrake set and railcar wheels chocked
Automatic Equipment Identification tags present on both sides of the car
No damaged or missing items (ladders, handbrakes, railings, platforms etc.
Inspect tank shell for abrasion, corrosion, cracks, dents, distortions, defects in welds etc.
No excessive residue on car
No obvious defects in truck assembly and all springs are present and in good condition
Properly placarded (all four sides) and marked
No wording or stencils signifying repars needed
Visually inspect all valves for proper condition
All caps, handles, plugs and chains in place
BOV and BOV Gasket inspected(gasket replaced if needed, BOV Lever closed and pinned
Tank Qualification Due
Tank Shell Thickness Test Due
Service Equipment Due
PRD Valve/Vent Due

Operator:

Transloading Truck to Rail SOP Great Falls Terminal

Questions regarding loading procedures should be directed to

Primary:	Joe Rogers	(918) 404-7603
Secondary:	Sean Lett	(303) 472-4070
Ponderosa Petroleum	Office	(918) 404-7232

APPENDIX C:

MDEQ
SPILL MANAGEMENT AND REPORTING POLICY

Montana Department of Environmental Quality

SPILL MANAGEMENT AND REPORTING POLICY

I. CONTAINMENT AND CLEANUP

All releases or spills of hazardous or deleterious substances or other wastes, regardless of size, must be properly and expeditiously managed, contained, and removed to protect public health and the environment. This policy is written to provide guidance on when and how to report spills. This policy is intended to assist in the implementation of the following Montana laws and the administrative rules adopted thereunder: Comprehensive Environmental Cleanup and Responsibility Act (§75-10-701, *et seq.*, MCA); Hazardous Waste Act (§75-10-401, *et seq.*, MCA); Solid Waste Management Act (§75-10-201, *et seq.*, MCA); Underground Storage Tank Act (§75-11-501, *et seq.*, MCA); and the Water Quality Act (§75-5-101, *et seq.*, MCA).

II. NOTIFICATION REQUIREMENTS

Petroleum releases from regulated aboveground storage tanks (AST), underground storage tanks (UST) or petroleum storage tanks (PST) must be reported to DEQ within 24 hours of being detected as required by ARM 17.56, Subchapter 5. DEQ must be notified of releases of greater than 25 gallons of petroleum from an AST, UST or PST. Petroleum releases less than 25 gallons in volume must be contained and cleaned up within 24 hours. If cleanup cannot be completed within 24 hours, owners and operators must report the release to DEQ. DEQ maintains a leak line for reporting releases from an AST, UST or PST at 800-457-0568. Outside normal business hours, releases must be reported to the DES Duty Officer 24-hour phone number at (406) 324-4777. Releases must be reported to a live person - voice mails are not adequate notification.

All other releases and spills should be reported immediately to the state's Disaster and Emergency Services (DES) Duty Officer 24-hour phone number: (406) 324-4777. In addition to the following reporting requirements, notification(s) may be required by permits issued by state, federal or local government agencies. **Notification to the National Response Center (NRC) may also be required. NRC can be reached at 800-424-8802. DES or DEQ are not responsible for notifying the NRC.**

A. The following types of spills **must** be reported:

- Releases or spills of hazardous substances in amounts that meet or exceed the reportable quantities in *40 CFR Part 302*.
- Spills, overfills, and suspected releases from underground storage tanks and petroleum storage tanks. *ARM 17.56.501, et seq.*
- Releases or spills of any materials that would lower the quality of groundwater below water quality standards. *ARM 17.30.1045*.

B. The following types of spills **should** be reported:

- Spills that enter or may enter state water or a drainage that leads directly to surface water;
- Spills that cause sludge or emulsion beneath the surface of the water, stream banks or shorelines;
- Spills that cause a film, "sheen," or change the color of the water, stream banks or shorelines; or
- Spills of twenty-five (25) gallons or more of any petroleum product such as: crude oil, gasoline, diesel fuel, aviation fuel, asphalt, road oil, kerosene, fuel oil; produced water, injection water, salt water or combination thereof; and derivatives of mineral, animal, or vegetable oils.

For additional information:
Montana Department of Environmental Quality
Enforcement Program
Phone (406) 444-0379

Rev: November 2017

APPENDIX D:

SAFETY DATA SHEETS

OSTARA

Safety Data Sheet

According to OSHA Hazard Communication Standard, 29 CFR 1910.1200

Initial preparation date: 10.04.2019

Crystal Green

SECTION 1: Identification

Product identifier

Product name: Crystal Green
Product code: MgNH4PO4-6H2O

Recommended use of the product and restriction on use

Relevant identified uses: Slow release fertilizer.
Uses advised against: None known.
Reasons why uses advised against: Not determined or not applicable.

Manufacturer or supplier details

Manufacturer:
United States
Ostara USA, LLC
3225 Highway 630 West
Ft. Meade, FL 33841
(778) 200-3340 (office) or (778) 846-1469 (cell)
pmitchell@ostara.com

Emergency telephone number:

United States
CHEMTREC (24 hours)
North America: 1-800-424-9300
Canada: +1 703-527-3887 (CCN 849806)
For Chemical Emergencies (Spill, Leak, Fire or Accident)

SECTION 2: Hazard(s) identification

GHS classification: Not a hazardous substance or mixture
Label elements

Hazard pictograms: None

Signal word: None

Hazard statements: None
Precautionary statements: None
Hazards not otherwise classified:
Nuisance dust may cause irritation and/or mechanical abrasion of the eye, skin and respiratory tract

SECTION 3: Composition/information on ingredients

Identification	Name	Weight %

Crystal Green

CAS number: 7785-21-9	Phosporic acid, ammonium magnesium salt (1:1:1)	>97

Additional Information: None

SECTION 4: First aid measures

Description of first aid measures

General notes:

Not determined or not applicable.

After inhalation:

Loosen clothing as necessary and position individual in a comfortable position
Maintain an unobstructed airway
Take precautions to ensure your own safety
Remove source of exposure or move person to fresh air
Get medical advice if you feel unwell or concerned

After skin contact:

Rinse affected area with soap and water
If symptoms develop or persist, seek medical attention
Take off all contaminated clothing
Gently blot or brush away excess product

After eye contact:

If symptoms develop or persist, seek medical attention
Rinse eyes cautiously with lukewarm, gently flowing water for several minutes, while holding the eyelids open
Remove contact lenses, if present and easy to do so
Continue rinsing for 15-20 minutes

After swallowing:

Seek medical attention if irritation, discomfort, or vomiting persists
If swallowed, rinse mouth with water (only if the person is conscious)

Most important symptoms and effects, both acute and delayed

Acute symptoms and effects:

Airborne dust may cause mechanical abrasion and irritation of the eye, skin and respiratory tract

Delayed symptoms and effects:

Not determined or not applicable.

Immediate medical attention and special treatment

Specific treatment:

Not determined or not applicable.

Notes for the doctor:

Not determined or not applicable.

SECTION 5: Firefighting measures

Extinguishing media

Suitable extinguishing media:

Use appropriate fire suppression agents for adjacent combustible materials or sources of ignition

Unsuitable extinguishing media:

Not determined or not applicable.

Specific hazards during fire-fighting:
Toxic and irritating fumes may be produced in a fire, including: Nitrogen Oxides, Magnesium Oxides and Phosphorus Oxides

Special protective equipment for firefighters:
Use typical firefighting equipment, self-contained breathing apparatus, special tightly sealed suit

Special precautions:
Heating causes a rise in pressure, risk of bursting and combustion

SECTION 6: Accidental release measures

Personal precautions, protective equipment and emergency procedures:
Ensure adequate ventilation
Ensure air handling systems are operational
Ensure suitable personal protection during removal of spillages
Avoid generation of dust
Avoid breathing dust

Environmental precautions:
Should not be released into the environment
Prevent from reaching drains, sewer or waterway

Methods and material for containment and cleaning up:
Wear protective eye wear, gloves and clothing
Sweep or scoop up solid material while minimizing dust generation
Sweep spilled substances into containers. If appropriate, moisten first to prevent dusting
Use vacuum equipment for collecting spilt materials, where practical
Dispose of contents / container in accordance with local regulations
Transfer to a container for disposal

Reference to other sections:
See also sections 8, 13

SECTION 7: Handling and storage

Precautions for safe handling:
Use only with adequate ventilation.
Avoid breathing dust.
Do not eat, drink, smoke or use personal products when handling chemical substances.
Wear suitable gloves.
Wash hands thoroughly after handling.
Wear recommended personal protective equipment (See Section 8).
Or add eye protection and respiratory protection if exposure to airborne dust is possible

Conditions for safe storage, including any incompatibilities:
Keep container tightly sealed.
Keep container dry.
Store in a cool, well-ventilated area.
Keep away from heat and direct sunlight.
Store below 55°C.
Store away from incompatible materials (See Section 10.)

SECTION 8: Exposure controls/personal protection

Only those substances with limit values have been included below.

Occupational Exposure limit values:
No occupational exposure limits noted for the ingredient(s).

Biological limit values:
No biological exposure limits noted for the ingredient(s).

Information on monitoring procedures:
Monitoring of the concentration of substances in the breathing zone of workers or in the general workplace may be required to confirm compliance with an OEL and adequacy of exposure controls.
Biological monitoring may also be appropriate for some substances.

Appropriate engineering controls:
Emergency eye wash fountains and safety showers should be available in the immediate vicinity of use or handling.
Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapor and mists below the applicable workplace exposure limits (Occupational Exposure Limits-OELs) indicated above.

Personal protection equipment

Eye and face protection:
Safety goggles or glasses, or appropriate eye protection.

Skin and body protection:
Select glove material impermeable and resistant to the substance.
Wear appropriate clothing to prevent any possibility of skin contact.

Respiratory protection:
If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn.

General hygienic measures:
Avoid contact with skin, eyes and clothing.
Wash hands before breaks and at the end of work.
Wash contaminated clothing before reuse.

SECTION 9: Physical and chemical properties

Information on basic physical and chemical properties

Appearance	Powder/Pellets (up to 5mmdiameter).
Odor	Musty/Ammonia (when damp or heated above 55°C).
Odor threshold	Not determined or not available.
pH	Not determined or not available.
Melting point/freezing point	Not determined or not available.
Initial boiling point/range	Not determined or not available.
Flash point (closed cup)	Not determined or not available.
Evaporation rate	Not applicable
Flammability (solid, gas)	Not determined or not available.
Upper flammability/explosive limit	Not determined or not available.
Lower flammability/explosive limit	Not determined or not available.
Vapor pressure	Not determined or not available.
Vapor density	Not determined or not available.
Density	Not determined or not available.
Relative density	1.7

Crystal Green

Solubilities	Insoluble in water.
Partition coefficient (n-octanol/water)	Not determined or not available.
Auto/Self-ignition temperature	Not determined or not available.
Decomposition temperature	>55°C
Dynamic viscosity	Not applicable.
Kinematic viscosity	Not applicable.
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.

Other information

Bulk Density	1 g/ml

SECTION 10: Stability and reactivity

Reactivity:
Stable under normal conditions.
Chemical stability:
Stable under normal conditions.
Possibility of hazardous reactions:
Stable under normal conditions.
Conditions to avoid:
Heat and direct sunlight.
Incompatible materials:
Strong oxidizing agents.
Hazardous decomposition products:
Nitrogen oxides, Magnesium oxides, Phosphorus oxides.

SECTION 11: Toxicological information

Acute toxicity
Assessment: Based on available data, the classification criteria are not met.
Product data: No data available.
Substance data: No data available.
Skin corrosion/irritation
Assessment: Based on available data, the classification criteria are not met.
Product data:
No data available.
Substance data: No data available.
Serious eye damage/irritation
Assessment: Based on available data, the classification criteria are not met.
Product data:
No data available.
Substance data: No data available.
Respiratory or skin sensitization
Assessment: Based on available data, the classification criteria are not met.
Product data:
No data available.

Crystal Green

Substance data: No data available.

Carcinogenicity

Assessment: Based on available data, the classification criteria are not met.

Product data: No data available.

Substance data: No data available.

International Agency for Research on Cancer (IARC): None of the ingredients are listed.

National Toxicology Program (NTP): None of the ingredients are listed.

Germ cell mutagenicity

Assessment: Based on available data, the classification criteria are not met.

Product data:
No data available.

Substance data: No data available.

Reproductive toxicity

Assessment: Based on available data, the classification criteria are not met.

Product data:
No data available.

Substance data: No data available.

Specific target organ toxicity (single exposure)

Assessment: Based on available data, the classification criteria are not met.

Product data:
No data available.

Substance data: No data available.

Specific target organ toxicity (repeated exposure)

Assessment: Based on available data, the classification criteria are not met.

Product data:
No data available.

Substance data: No data available.

Aspiration toxicity

Assessment: Based on available data, the classification criteria are not met.

Product data:
No data available.

Substance data: No data available.

Information on likely routes of exposure:
No data available.

Symptoms related to the physical, chemical and toxicological characteristics:
No data available.

Other information:
No data available.

SECTION 12: Ecological information

Acute (short-term) toxicity

Assessment: Based on available data, the classification criteria are not met.

Product data:

Fish	Low toxicity to aquatic organisms.

Substance data: No data available.

Chronic (long-term) toxicity

Crystal Green

Assessment: Based on available data, the classification criteria are not met.

Product data:

Fish	Low toxicity to aquatic organisms.

Substance data: No data available.

Persistence and degradability

Product data:

There is evidence of degradation in soil. Not persistent.

Substance data: No data available.

Bioaccumulative potential

Product data:

This substance has no potential for bioaccumulation.

Substance data: No data available.

Mobility in soil

Product data:

Insoluble in water. The substance is predicted to have low mobility in soil.

Substance data: No data available.

Other adverse effects: No data available.

SECTION 13: Disposal considerations

Disposal methods:

It is the responsibility of the waste generator to properly characterize all waste materials according to applicable regulatory entities

SECTION 14: Transport information

United States Transportation of dangerous goods (49 CFR DOT)

UN number	Not regulated
UN proper shipping name	Not regulated
UN transport hazard class(es)	None
Packing group	None
Environmental hazards	None
Special precautions for user	None

International Maritime Dangerous Goods (IMDG)

UN number	Not regulated
UN proper shipping name	Not regulated
UN transport hazard class(es)	None
Packing group	None
Environmental hazards	None
Special precautions for user	None

International Air Transport Association Dangerous Goods Regulations (IATA-DGR)

UN number	Not regulated
UN proper shipping name	Not regulated

Crystal Green

UN transport hazard class(es)	None
Packing group	None
Environmental hazards	None
Special precautions for user	None

SECTION 15: Regulatory information

United States regulations

Inventory listing (TSCA):

7785-21-9	Phosporic acid, ammonium magnesium salt (1:1:1)	Listed

Significant New Use Rule (TSCA Section 5): None of the ingredients are listed.

Export notification under TSCA Section 12(b): None of the ingredients are listed.

SARA Section 302 extremely hazardous substances: None of the ingredients are listed.

SARA Section 313 toxic chemicals: None of the ingredients are listed.

CERCLA: None of the ingredients are listed.

RCRA: None of the ingredients are listed.

Section 112(r) of the Clean Air Act (CAA): None of the ingredients are listed.

Massachusetts Right to Know:

7785-21-9	Phosporic acid, ammonium magnesium salt (1:1:1)	Not Listed

New Jersey Right to Know:

7785-21-9	Phosporic acid, ammonium magnesium salt (1:1:1)	Not Listed

New York Right to Know:

7785-21-9	Phosporic acid, ammonium magnesium salt (1:1:1)	Not Listed

Pennsylvania Right to Know:

7785-21-9	Phosporic acid, ammonium magnesium salt (1:1:1)	Not Listed

California Proposition 65: None of the ingredients are listed.

SECTION 16: Other information

Abbreviations and Acronyms: None

Disclaimer:

This product has been classified in accordance with OSHA HCS 2012 guidelines. The information provided in this SDS is correct, to the best of our knowledge, based on information available. The information given is designed only as a guidance for safe handling, use, storage, transportation and disposal and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials, unless specified in the text. The responsibility to provide a safe workplace remains with the user.

NFPA: 0-0-0

HMIS: 0-0-0

Initial preparation date: 10.04.2019

End of Safety Data Sheet

SAFETY DATA SHEET

Diesel #2 Ultra Low Sulf

Section 1. Identification

GHS product identifier : Diesel #2 Ultra Low Sulf

Product code : D2U

Other means of identification : Not available.

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Identified uses
Petrochemical industry: Petroleum refining. Fuel.

Uses advised against	Reason
Not available.	

Supplier's details : Calumet Specialty Products Partners, L.P.
2780 Waterfront Pkwy E. Dr.
Suite 200
Indianapolis, Indiana 46214 USA
Technical Services: 317-328-5660

24hr. CHEMTREC 1-800-424-9300 / International 1-703-527-3887 : 24 hr. CHEMTREC 1-800-424-9300 / International 1-703-527-3887

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : FLAMMABLE LIQUIDS - Category 3
ACUTE TOXICITY (inhalation) - Category 4
SKIN IRRITATION - Category 2
CARCINOGENICITY - Category 2
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (bone marrow, liver and thymus) - Category 2
AQUATIC HAZARD (ACUTE) - Category 2
AQUATIC HAZARD (LONG-TERM) - Category 2

GHS label elements

Hazard pictograms :

Signal word : Warning

Hazard statements : Flammable liquid and vapor.
Harmful if inhaled.
Causes skin irritation.
Suspected of causing cancer.
May cause damage to organs through prolonged or repeated exposure. (bone marrow, liver, thymus)
Toxic to aquatic life with long lasting effects.

Precautionary statements

Section 2. Hazards identification

Prevention : Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves. Wear eye or face protection. Wear protective clothing. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use explosion-proof electrical, ventilating, lighting and all material-handling equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Keep container tightly closed. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Do not breathe vapor. Wash hands thoroughly after handling.

Response : Collect spillage. Get medical attention if you feel unwell. IF exposed or concerned: Get medical attention. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or physician if you feel unwell. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash it before reuse. If skin irritation occurs: Get medical attention.

Storage : Store locked up. Store in a well-ventilated place. Keep cool.

Disposal : Dispose of contents and container in accordance with all local, regional, national and international regulations.

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Substance

Other means of identification : Not available.

CAS number/other identifiers

CAS number : Not available.

Ingredient name	%	CAS number
Fuels, diesel, No 2	99.8	68476-34-6
ethylbenzene	0.1	100-41-4
naphthalene	0.1	91-20-3

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.

Inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If necessary, call a poison center or physician. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Skin contact : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Continue to rinse for at least 10 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Section 4. First aid measures

Ingestion : Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Get medical attention. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : Harmful if inhaled.

Skin contact : Causes skin irritation.

Ingestion : No known significant effects or critical hazards.

Over-exposure signs/symptoms

Eye contact : Adverse symptoms may include the following:
pain or irritation
watering
redness

Inhalation : No specific data.

Skin contact : Adverse symptoms may include the following:
irritation
redness

Ingestion : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

Specific treatments : No specific treatment.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use dry chemical, CO_2, water spray (fog) or foam.

Unsuitable extinguishing media : Do not use water jet.

Specific hazards arising from the chemical : Flammable liquid and vapor. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Runoff to sewer may create fire or explosion hazard. This material is toxic to aquatic life with long lasting effects. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.

Hazardous thermal decomposition products : No specific data.

Section 5. Fire-fighting measures

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material. May be harmful to the environment if released in large quantities. Collect spillage.

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Avoid exposure - obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Section 7. Handling and storage

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Fuels, diesel, No 2	**ACGIH TLV (United States, 3/2015).** **Absorbed through skin.** TWA: 100 mg/m³, (measured as total hydrocarbons) 8 hours. Form: Inhalable fraction and vapor
ethylbenzene	**ACGIH TLV (United States, 3/2015).** TWA: 20 ppm 8 hours. **OSHA PEL (United States, 2/2013).** TWA: 100 ppm 8 hours. TWA: 435 mg/m³ 8 hours. **OSHA PEL 1989 (United States, 3/1989).** TWA: 100 ppm 8 hours. TWA: 435 mg/m³ 8 hours. STEL: 125 ppm 15 minutes. STEL: 545 mg/m³ 15 minutes. **NIOSH REL (United States, 10/2013).** TWA: 100 ppm 10 hours. TWA: 435 mg/m³ 10 hours. STEL: 125 ppm 15 minutes. STEL: 545 mg/m³ 15 minutes.
naphthalene	**ACGIH TLV (United States, 3/2015).** **Absorbed through skin.** TWA: 10 ppm 8 hours. TWA: 52 mg/m³ 8 hours. **OSHA PEL (United States, 2/2013).** TWA: 10 ppm 8 hours. TWA: 50 mg/m³ 8 hours. **OSHA PEL 1989 (United States, 3/1989).** TWA: 10 ppm 8 hours. TWA: 50 mg/m³ 8 hours. STEL: 15 ppm 15 minutes. STEL: 75 mg/m³ 15 minutes. **NIOSH REL (United States, 10/2013).** TWA: 10 ppm 10 hours. TWA: 50 mg/m³ 10 hours. STEL: 15 ppm 15 minutes. STEL: 75 mg/m³ 15 minutes.

Appropriate engineering controls : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Section 8. Exposure controls/personal protection

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear anti-static protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Section 9. Physical and chemical properties

Appearance

Physical state : Liquid. [Mobile liquid.]

Color : Clear. to Yellow. Red.

Odor : Characteristic. Hydrocarbon.

Odor threshold : Not available.

pH : Not available.

Melting point : Not available.

Boiling point : 157.22 to 343.33°C (315 to 650°F)

Flash point : Closed cup: 60°C (140°F) [Pensky-Martens.]

Evaporation rate : Not available.

Flammability (solid, gas) : Not available.

Lower and upper explosive (flammable) limits : Not available.

Vapor pressure : Not available.

Vapor density : >3 [Air = 1]

Relative density : 0.85

Solubility : Insoluble in the following materials: cold water and hot water.

Section 9. Physical and chemical properties

Partition coefficient: n-octanol/water : Not available.

Auto-ignition temperature : Not available.

Decomposition temperature : Not available.

Viscosity : Not available.

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.

Incompatible materials : Reactive or incompatible with the following materials:
oxidizing materials

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Fuels, diesel, No 2	LC50 Inhalation Dusts and mists	Rat	≥4.1 mg/l	4 hours
	LD50 Dermal	Rabbit	>4100 mg/kg	-
	LD50 Oral	Rat	>5000 mg/kg	-
ethylbenzene	LC50 Inhalation Gas.	Rat	4000 ppm	4 hours
	LD50 Dermal	Rabbit	>5000 mg/kg	-
	LD50 Oral	Rat	3500 mg/kg	-
naphthalene	LC50 Inhalation Dusts and mists	Rat	>340 mg/m³	1 hours
	LD50 Dermal	Rabbit	20000 mg/kg	-
	LD50 Oral	Rat	490 mg/kg	-

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
ethylbenzene	Eyes - Severe irritant	Rabbit	-	500 milligrams	-
	Skin - Mild irritant	Rabbit	-	24 hours 15 milligrams	-
naphthalene	Skin - Mild irritant	Rabbit	-	495 milligrams	-
	Skin - Severe irritant	Rabbit	-	24 hours 0.05 Mililiters	-

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Section 11. Toxicological information

Not available.

Classification

Product/ingredient name	OSHA	IARC	NTP
ethylbenzene	-	2B	-
naphthalene	-	2B	Reasonably anticipated to be a human carcinogen.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
ethylbenzene	Category 3	Not applicable.	Narcotic effects

Specific target organ toxicity (repeated exposure)

Name	Category	Route of exposure	Target organs
Fuels, diesel, No 2	Category 2	Not determined	bone marrow, liver and thymus
ethylbenzene	Category 2	Not determined	hearing organs

Aspiration hazard

Name	Result
Fuels, diesel, No 2	ASPIRATION HAZARD - Category 1
ethylbenzene	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : Harmful if inhaled.

Skin contact : Causes skin irritation.

Ingestion : No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : Adverse symptoms may include the following:
pain or irritation
watering
redness

Inhalation : No specific data.

Skin contact : Adverse symptoms may include the following:
irritation
redness

Ingestion : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Section 11. Toxicological information

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : May cause damage to organs through prolonged or repeated exposure.

Carcinogenicity : Suspected of causing cancer. Risk of cancer depends on duration and level of exposure.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Route	ATE value
Inhalation (dusts and mists)	1.503 mg/l

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Fuels, diesel, No 2	Acute EC50 2 to 100 mg/l	Algae	72 hours
	Acute EC50 2 to 100 mg/l	Daphnia	48 hours
	Acute LC50 2 to 100 mg/l	Fish	96 hours
ethylbenzene	Acute EC50 4600 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 3600 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Acute EC50 6530 µg/l Fresh water	Crustaceans - Artemia sp. - Nauplii	48 hours
	Acute EC50 2930 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 4200 µg/l Fresh water	Fish - Oncorhynchus mykiss	96 hours
naphthalene	Acute EC50 1600 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 2350 µg/l Marine water	Crustaceans - Palaemonetes pugio	48 hours
	Acute LC50 213 µg/l Fresh water	Fish - Melanotaenia fluviatilis - Larvae	96 hours

Persistence and degradability

Product/ingredient name	Test	Result	Dose	Inoculum
ethylbenzene	301B Ready Biodegradability - CO_2 Evolution Test	70 to 80 % - 28 days	-	-

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
Fuels, diesel, No 2	-	-	Inherent
ethylbenzene	-	-	Readily

Section 12. Ecological information

Bioaccumulative potential

Product/ingredient name	$LogP_{ow}$	BCF	Potential
Fuels, diesel, No 2	>3.3	-	low
ethylbenzene	3.6	-	low
naphthalene	3.4	36.5 to 168	low

Mobility in soil

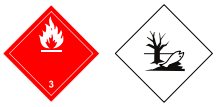
Soil/water partition coefficient (K_{OC}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	IMDG	IATA
UN number	UN1993	UN1993	UN1993	UN1993
UN proper shipping name	FLAMMABLE LIQUID, N.O.S. (ethylbenzene)	FLAMMABLE LIQUID, N.O.S. (ethylbenzene)	FLAMMABLE LIQUID, N.O.S. (ethylbenzene)	FLAMMABLE LIQUID, N.O.S. (ethylbenzene)
Transport hazard class(es)	3	3 	3	3
Packing group	III	III	III	III
Environmental hazards	No.	Yes.	Yes.	No.
Additional information	This product may be re-classified as "Combustible Liquid," unless transported by vessel or aircraft. Non-bulk packages (less than or equal to 119 gal) of combustible liquids are not regulated as hazardous materials.	Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.18-2.19 (Class 3), 2.7 (Marine pollutant mark). The marine pollutant mark is not required when transported by road or rail.	The marine pollutant mark is not required when transported in sizes of ≤5 L or ≤5 kg.	The environmentally hazardous substance mark may appear if required by other transportation regulations.

Section 14. Transport information

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) PAIR**: naphthalene

TSCA 8(a) CDR Exempt/Partial exemption: Not determined

All components are listed or exempted.

Clean Water Act (CWA) 307: ethylbenzene; naphthalene

Clean Water Act (CWA) 311: ethylbenzene; naphthalene

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : Fire hazard
Immediate (acute) health hazard
Delayed (chronic) health hazard

Composition/information on ingredients

Name	%	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
Fuels, diesel, No 2	99.8	Yes.	No.	No.	Yes.	Yes.
ethylbenzene	0.1	Yes.	No.	No.	Yes.	Yes.
naphthalene	0.1	Yes.	No.	No.	Yes.	Yes.

SARA 313

	Product name	CAS number	%
Form R - Reporting requirements	ethylbenzene naphthalene	100-41-4 91-20-3	0.1 0.1
Supplier notification	ethylbenzene naphthalene	100-41-4 91-20-3	0.1 0.1

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

Section 15. Regulatory information

State regulations

Massachusetts : None of the components are listed.

New York : The following components are listed: Ethylbenzene; Naphthalene

New Jersey : The following components are listed: ETHYL BENZENE; BENZENE, ETHYL-; NAPHTHALENE; MOTH FLAKES

Pennsylvania : The following components are listed: BENZENE, ETHYL-; NAPHTHALENE

California Prop. 65

WARNING: This product contains a chemical known to the State of California to cause cancer.

Ingredient name	Cancer	Reproductive	No significant risk level	Maximum acceptable dosage level
ethylbenzene	Yes.	No.	41 µg/day (ingestion) 54 µg/day (inhalation)	No.
naphthalene	Yes.	No.	Yes.	No.

International lists

National inventory

Australia : All components are listed or exempted.

Canada : All components are listed or exempted.

China : All components are listed or exempted.

Europe : All components are listed or exempted.

Japan : **Japan inventory (ENCS)**: All components are listed or exempted.
Japan inventory (ISHL): Not determined.

Malaysia : Not determined.

New Zealand : All components are listed or exempted.

Philippines : All components are listed or exempted.

Republic of Korea : All components are listed or exempted.

Taiwan : All components are listed or exempted.

Section 16. Other information

Procedure used to derive the classification

Classification	Justification
Flam. Liq. 3, H226	On basis of test data
Acute Tox. 4, H332	Calculation method
Skin Irrit. 2, H315	Calculation method
Carc. 2, H351	Calculation method
STOT RE 2, H373 (bone marrow, liver and thymus)	Calculation method
Aquatic Acute 2, H401	Calculation method
Aquatic Chronic 2, H411	Calculation method

History

Date of issue/Date of revision : 03/08/2016

Version : 0.01

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
UN = United Nations

Section 16. Other information

Indicates information that has changed from previously issued version.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.
Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

SAFETY DATA SHEET

RD99LC

Section 1. Identification

GHS product identifier : RD99LC

Product code : 800462

Other means of identification : Not available.

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Identified uses

Not applicable.

Uses advised against

Not applicable.

Supplier's details : Montana Renewables, LLC
1807 3rd Street N.W.
Great Falls, Montana 59404
USA
Technical Services: 317-328-5660

Emergency telephone number (with hours of operation) : 24 hr. CHEMTREC 1-800-424-9300 / International 1-703-527-3887

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : FLAMMABLE LIQUIDS - Category 4
CARCINOGENICITY - Category 2
ASPIRATION HAZARD - Category 1

GHS label elements

Hazard pictograms :

Signal word : Danger

Hazard statements : Combustible liquid.
May be fatal if swallowed and enters airways.
Suspected of causing cancer.

Precautionary statements

Prevention : Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves, protective clothing and eye or face protection. Keep away from flames and hot surfaces. No smoking.

Response : IF exposed or concerned: Get medical advice or attention. IF SWALLOWED: Immediately call a POISON CENTER or doctor. Do NOT induce vomiting.

Storage : Store locked up. Store in a well-ventilated place. Keep cool.

Disposal : Dispose of contents and container in accordance with all local, regional, national and international regulations.

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Other means of identification : Not available.

Ingredient name	%	Identifiers
Alkanes, C10-20-branched and linear	≥90	CAS: 928771-01-1
Fuels, diesel, No 2	≤0.3	CAS: 68476-34-6

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.

Inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Skin contact : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Continue to rinse for at least 10 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Ingestion : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Aspiration hazard if swallowed. Can enter lungs and cause damage. Do not induce vomiting. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : No known significant effects or critical hazards.

Skin contact : No known significant effects or critical hazards.

Ingestion : May be fatal if swallowed and enters airways.

Over-exposure signs/symptoms

Eye contact : No specific data.

Inhalation : No specific data.

Skin contact : No specific data.

Ingestion : Adverse symptoms may include the following:
nausea or vomiting

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

Section 4. First aid measures

Specific treatments : No specific treatment.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use dry chemical, CO_2, water spray (fog) or foam.

Unsuitable extinguishing media : Do not use water jet.

Specific hazards arising from the chemical : Combustible liquid. Runoff to sewer may create fire or explosion hazard. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Absorb with an inert material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Avoid exposure - obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not swallow. Avoid breathing vapor or mist. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Empty containers retain product residue and can be hazardous. Do not reuse container.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Alkanes, C10-20-branched and linear Fuels, diesel, No 2	None. **ACGIH TLV (United States, 1/2024) [Diesel Fuel]** A3. Absorbed through skin. TWA 8 hours: 100 mg/m³ (measured as total hydrocarbons). Form: Inhalable fraction and vapor.

Biological exposure indices

No exposure indices known.

Appropriate engineering controls : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Section 8. Exposure controls/personal protection

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Section 9. Physical and chemical properties and safety characteristics

The conditions of measurement of all properties are at standard temperature and pressure unless otherwise indicated.

Appearance

Physical state : Liquid.

Color : Clear. [Light]

Odor : Odorless. [Slight]

Odor threshold : Not available.

pH : Not available.

Melting point/freezing point : Not available.

Boiling point or initial boiling point and boiling range : 215.56 to 298.89°C (420 to 570°F)

Flash point : Closed cup: 88.889°C (192°F) [Pensky-Martens]

Evaporation rate : Not available.

Flammability : Not available.

Lower and upper explosion limit/flammability limit : Not available.

Vapor pressure :

	Vapor Pressure at 20˚C			Vapor pressure at 50˚C		
Ingredient name	**mm Hg**	**kPa**	**Method**	**mm Hg**	**kPa**	**Method**
Alkanes, C10-20-branched and linear	0.65	0.087				

Relative vapor density : Not available.

Relative density : 0.77 to 0.79

Solubility(ies) :

Section 9. Physical and chemical properties and safety characteristics

Media	Result
cold water hot water	Not soluble Not soluble

Solubility in water : Not available.

Partition coefficient: n-octanol/water : Not applicable.

Auto-ignition temperature : 204°C (399.2°F)

Decomposition temperature : Not available.

Viscosity : Dynamic (room temperature): Not available.
Kinematic (room temperature): Not available.
Kinematic (40°C (104°F)): 3 mm^2/s (3 cSt)

Particle characteristics

Median particle size : Not applicable.

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition.

Incompatible materials : Reactive or incompatible with the following materials:
oxidizing materials

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result
Alkanes, C10-20-branched and linear	**Rat - Oral - LD50** >2000 mg/kg **Rat - Dermal - LD50** >2000 mg/kg
Fuels, diesel, No 2	**Rat - Oral - LD50** >5000 mg/kg **Rabbit - Dermal - LD50** >4100 mg/kg **Rat - Inhalation - LC50 Dusts and mists** ≥4.1 mg/l [4 hours]

Conclusion/Summary [Product] : Not available.

Skin corrosion/irritation

Not available.

Section 11. Toxicological information

Conclusion/Summary [Product] : Not available.

Serious eye damage/eye irritation

Not available.

Conclusion/Summary [Product] : Not available.

Respiratory corrosion/irritation

Not available.

Conclusion/Summary [Product] : Not available.

Respiratory or skin sensitization

Not available.

Skin

Conclusion/Summary [Product] : Not available.

Respiratory

Conclusion/Summary [Product] : Not available.

Germ cell mutagenicity

Not available.

Conclusion/Summary [Product] : Not available.

Carcinogenicity

Not available.

Conclusion/Summary [Product] : Not available.

Reproductive toxicity

Not available.

Conclusion/Summary [Product] : Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Product/ingredient name	Result
Fuels, diesel, No 2	SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (bone marrow, liver, thymus) - Category 2

Aspiration hazard

Product/ingredient name	Result
Alkanes, C10-20-branched and linear	ASPIRATION HAZARD - Category 1
Fuels, diesel, No 2	ASPIRATION HAZARD - Category 1

Section 11. Toxicological information

Information on the likely routes of exposure

Not available.

Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : No known significant effects or critical hazards.

Skin contact : No known significant effects or critical hazards.

Ingestion : May be fatal if swallowed and enters airways.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.

Inhalation : No specific data.

Skin contact : No specific data.

Ingestion : Adverse symptoms may include the following:
nausea or vomiting

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Result

Not available.

Conclusion/Summary [Product] : Not available.

General : No known significant effects or critical hazards.

Carcinogenicity : Suspected of causing cancer. Risk of cancer depends on duration and level of exposure.

Mutagenicity : No known significant effects or critical hazards.

Reproductive toxicity : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Product/ingredient name	Oral (mg/kg)	Dermal (mg/kg)	Inhalation (gases) (ppm)	Inhalation (vapors) (mg/l)	Inhalation (dusts and mists) (mg/l)
RD99LC	2503.5	2503.5	N/A	N/A	N/A
Alkanes, C10-20-branched and linear	2500	2500	N/A	N/A	N/A
Fuels, diesel, No 2	N/A	2500	N/A	N/A	1.5

Section 12. Ecological information

Toxicity

Product/ingredient name	Result
Alkanes, C10-20-branched and linear	**Acute - LC50** OECD [Fish, Acute Toxicity Test] Fish >1000 mg/l [96 hours] **Acute - EC50** Algae >100 mg/l [72 hours]
Fuels, diesel, No 2	**Acute - LC50** Fish 2 to 100 mg/l [96 hours] **Acute - EC50** Daphnia 2 to 100 mg/l [48 hours] **Acute - EC50** Algae 2 to 100 mg/l [72 hours]

Conclusion/Summary [Product] : Not available.

Persistence and degradability

Not available.

Conclusion/Summary [Product] : Not available.

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
Alkanes, C10-20-branched and linear	-	-	Readily
Fuels, diesel, No 2	-	-	Inherent

Bioaccumulative potential

Product/ingredient name	$LogP_{ow}$	BCF	Potential
Alkanes, C10-20-branched and linear	>6.5	-	High
Fuels, diesel, No 2	>3.3	-	Low

Mobility in soil

Soil/Water partition coefficient : Not available.

Other adverse effects

No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues.

Section 13. Disposal considerations

Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	IMDG	IATA
UN number	UN1202	UN1202	UN1202	UN1202	UN1202
UN proper shipping name	Diesel fuel	DIESEL FUEL	GASOLEO	DIESEL FUEL	Diesel fuel
Transport hazard class(es)	3	3	3	3	3
Packing group	III	III	III	III	III
Environmental hazards	No.	No.	No.	No.	No.

Additional information

DOT Classification : This product may be re-classified as "Combustible Liquid," unless transported by vessel or aircraft. Non-bulk packages (less than or equal to 119 gal) of combustible liquids are not regulated as hazardous materials.
Limited quantity Yes.
Packaging instruction Exceptions: 150. Non-bulk: 203. Bulk: 242.
Quantity limitation Passenger aircraft/rail: 60 L. Cargo aircraft: 220 L.
Special provisions 144, B1, IB3, T2, TP1

TDG Classification : Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.18-2.19 (Class 3).
Explosive Limit and Limited Quantity Index 30
Passenger Carrying Road or Rail Index 60
Special provisions 88, 150

IMDG : **Emergency schedules** F-E, S-E

IATA : **Quantity limitation** Passenger and Cargo Aircraft: 60 L. Packaging instructions: 355. Cargo Aircraft Only: 220 L. Packaging instructions: 366. Limited Quantities - Passenger Aircraft: 10 L. Packaging instructions: Y344.
Special provisions A3

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to IMO instruments : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) CDR Exempt/Partial exemption**: Not determined

TSCA 12(b) - Chemical export notification

Not applicable.

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Not listed

Section 15. Regulatory information

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : FLAMMABLE LIQUIDS - Category 4
CARCINOGENICITY - Category 2
ASPIRATION HAZARD - Category 1

Composition/information on ingredients

Name	%	Classification
Alkanes, C10-20-branched and linear	≥90	FLAMMABLE LIQUIDS - Category 4 ASPIRATION HAZARD - Category 1
Fuels, diesel, No 2	≤0.3	FLAMMABLE LIQUIDS - Category 4 ACUTE TOXICITY (inhalation) - Category 4 SKIN IRRITATION - Category 2 CARCINOGENICITY - Category 2 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 2 ASPIRATION HAZARD - Category 1

State regulations

Massachusetts : None of the components are listed.

New York : None of the components are listed.

New Jersey : None of the components are listed.

Pennsylvania : None of the components are listed.

California Prop. 65

This product does not require a Safe Harbor warning under California Prop. 65.

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

Montreal Protocol

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

Inventory list

Australia : All components are listed or exempted.

Canada : All components are listed or exempted.

Section 15. Regulatory information

China : All components are listed or exempted.

Eurasian Economic Union : **Russian Federation inventory**: All components are listed or exempted.

Japan : **Japan inventory (CSCL)**: All components are listed or exempted.
Japan inventory (ISHL): Not determined.

New Zealand : Not determined.

Philippines : Not determined.

Republic of Korea : Not determined.

Taiwan : All components are listed or exempted.

Thailand : Not determined.

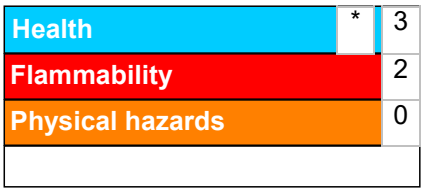
Turkey : Not determined.

United States : All components are active or exempted.

Viet Nam : All components are listed or exempted.

Section 16. Other information

Hazardous Material Information System (U.S.A.)



Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)

Procedure used to derive the classification

Classification	Justification
FLAMMABLE LIQUIDS - Category 4 CARCINOGENICITY - Category 2 ASPIRATION HAZARD - Category 1	On basis of test data Calculation method Calculation method

History

Date of printing : 4/28/2025

Date of issue/Date of revision : 4/28/2025

Date of previous issue : 4/28/2025

Version : 1.02

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
DOT = Department of Transportation
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
IMO = International Maritime Organization
LogPow = logarithm of the octanol/water partition coefficient

Section 16. Other information

MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
N/A = Not available
SGG = Segregation Group
TDG = Transportation of Dangerous Goods
UN = United Nations

References : Not available.

Indicates information that has changed from previously issued version.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.
Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

SAFETY DATA SHEET

RJ100 (SPK-HEFA)

Section 1. Identification

GHS product identifier : RJ100 (SPK-HEFA)

Product code : 800352

Other means of identification : Not available.

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Identified uses
Industrial applications

Uses advised against	Reason
None known.	

Supplier's details : Montana Renewables, LLC
1807 3rd Street N.W.
Great Falls, Montana 59404
USA
Technical Services: 317-328-5660

Emergency telephone number : 24 hr. CHEMTREC 1-800-424-9300 / International 1-703-527-3887

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : FLAMMABLE LIQUIDS - Category 3
ASPIRATION HAZARD - Category 1

Percentage of the mixture consisting of ingredient(s) of unknown hazards to the aquatic environment: 100%

GHS label elements

Hazard pictograms :

Signal word : Danger

Hazard statements : Flammable liquid and vapor.
May be fatal if swallowed and enters airways.

Precautionary statements

Prevention : Wear protective gloves, protective clothing and eye or face protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use explosion-proof electrical, ventilating or lighting equipment. Use non-sparking tools. Take action to prevent static discharges. Keep container tightly closed.

Response : IF SWALLOWED: Immediately call a POISON CENTER or doctor. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water.

Storage : Store locked up. Store in a well-ventilated place. Keep cool.

Disposal : Dispose of contents and container in accordance with all local, regional, national and international regulations.

RJ100 (SPK-HEFA)

Section 2. Hazards identification

Supplemental label elements : Avoid contact with skin and clothing. Wash thoroughly after handling.

Hazards not otherwise classified : Prolonged or repeated contact may dry skin and cause irritation.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Other means of identification : Not available.

Ingredient name	%	CAS number
Alkanes, C8-18-branched and linear	≥90	2252265-89-5

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.

Inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention if adverse health effects persist or are severe. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Skin contact : Wash skin thoroughly with soap and water or use recognized skin cleanser. Remove contaminated clothing and shoes. Get medical attention if symptoms occur. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Ingestion : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Aspiration hazard if swallowed. Can enter lungs and cause damage. Do not induce vomiting. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : No known significant effects or critical hazards.

Skin contact : Defatting to the skin. May cause skin dryness and irritation.

Ingestion : May be fatal if swallowed and enters airways.

Over-exposure signs/symptoms

Eye contact : No specific data.

Inhalation : No specific data.

Section 4. First aid measures

Skin contact : Adverse symptoms may include the following:
irritation
dryness
cracking

Ingestion : Adverse symptoms may include the following:
nausea or vomiting

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

Specific treatments : No specific treatment.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use dry chemical, CO_2, water spray (fog) or foam.

Unsuitable extinguishing media : Do not use water jet.

Specific hazards arising from the chemical : Flammable liquid and vapor. Runoff to sewer may create fire or explosion hazard. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back.

Hazardous thermal decomposition products : No specific data.

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Section 6. Accidental release measures

Small spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Do not swallow. Avoid contact with eyes, skin and clothing. Avoid breathing vapor or mist. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Alkanes, C8-18-branched and linear	None.

Biological exposure indices

No exposure indices known.

Appropriate engineering controls : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Section 8. Exposure controls/personal protection

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear anti-static protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Section 9. Physical and chemical properties and safety characteristics

The conditions of measurement of all properties are at standard temperature and pressure unless otherwise indicated.

Appearance

Physical state : Liquid.

Color : Clear. Light tan. to Green.

Odor : Characteristic. Hydrocarbon.

Odor threshold : Not available.

pH : Not available.

Melting point/freezing point : -40°C (-40°F)

Boiling point, initial boiling point, and boiling range : 148.89 to 298.89°C (300 to 570°F)

Flash point : Closed cup: 37.778 to 65.556°C (100 to 150°F) [Pensky-Martens]

Evaporation rate : Not available.

Flammability : Not available.

Lower and upper explosion limit/flammability limit : Lower: 0.7%
Upper: 4.7%

Vapor pressure : 0.067 kPa (0.5 mm Hg)

Relative vapor density : >1 [Air = 1]

RJ100 (SPK-HEFA)

Section 9. Physical and chemical properties and safety characteristics

Relative density : 0.78 to 0.84

Solubility(ies) :

Media	Result
cold water	Not soluble
hot water	Not soluble

Solubility in water : Not available.

Partition coefficient: n-octanol/water : Not applicable.

Auto-ignition temperature : 210°C (410°F)

Decomposition temperature : Not available.

Viscosity : Kinematic (40°C (104°F)): <20.5 mm^2/s (<20.5 cSt)

Flow time (ISO 2431) : Not available.

Particle characteristics

Median particle size : Not applicable.

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.

Incompatible materials : Reactive or incompatible with the following materials:
oxidizing materials

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Not available.

Irritation/Corrosion

Not available.

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

RJ100 (SPK-HEFA)

Section 11. Toxicological information

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Name	Result
RJ100 (SPK-HEFA) Alkanes, C8-18-branched and linear	ASPIRATION HAZARD - Category 1 ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : No known significant effects or critical hazards.

Skin contact : Defatting to the skin. May cause skin dryness and irritation.

Ingestion : May be fatal if swallowed and enters airways.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.

Inhalation : No specific data.

Skin contact : Adverse symptoms may include the following:
irritation
dryness
cracking

Ingestion : Adverse symptoms may include the following:
nausea or vomiting

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : Prolonged or repeated contact can defat the skin and lead to irritation, cracking and/or dermatitis.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Reproductive toxicity : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

N/A

Section 12. Ecological information

Toxicity

Not available.

Persistence and degradability

Not available.

Bioaccumulative potential

Not available.

Mobility in soil

Soil/water partition coefficient (K_{OC}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	IMDG	IATA
UN number	UN1863	UN1863	UN1863	UN1863
UN proper shipping name	Fuel, aviation, turbine engine	FUEL, AVIATION, TURBINE ENGINE	FUEL, AVIATION, TURBINE ENGINE	Fuel, aviation, turbine engine
Transport hazard class(es)	3	3	3	3
Packing group	III	III	III	III
Environmental hazards	No.	No.	No.	No.

Additional information

RJ100 (SPK-HEFA)

Section 14. Transport information

DOT Classification : This product may be re-classified as "Combustible Liquid," unless transported by vessel or aircraft. Non-bulk packages (less than or equal to 119 gal) of combustible liquids are not regulated as hazardous materials.
Limited quantity Yes.
Packaging instruction Exceptions: 150. Non-bulk: 203. Bulk: 242.
Quantity limitation Passenger aircraft/rail: 60 L. Cargo aircraft: 220 L.
Special provisions 144, B1, IB3, T2, TP1

TDG Classification : Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.18-2.19 (Class 3).
Explosive Limit and Limited Quantity Index 5
Passenger Carrying Road or Rail Index 60
Special provisions 17, 91, 150

IMDG : **Emergency schedules** F-E, S-E
Special provisions 223, 363

IATA : **Quantity limitation** Passenger and Cargo Aircraft: 60 L. Packaging instructions: 355. Cargo Aircraft Only: 220 L. Packaging instructions: 366. Limited Quantities - Passenger Aircraft: 10 L. Packaging instructions: Y344.
Special provisions A3

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to IMO instruments : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 6 final risk management**: 2,4,6-tri-tert-butylphenol
TSCA 8(a) PAIR: 2-tert-butylphenol; 4-tert-butylphenol
TSCA 8(a) CDR Exempt/Partial exemption: Not determined
Clean Water Act (CWA) 307: ethylbenzene
Clean Water Act (CWA) 311: xylene; ethylbenzene

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : FLAMMABLE LIQUIDS - Category 3
ASPIRATION HAZARD - Category 1
HNOC - Defatting irritant

Composition/information on ingredients

RJ100 (SPK-HEFA)

Section 15. Regulatory information

Name	%	Classification
Alkanes, C8-18-branched and linear	≥90	FLAMMABLE LIQUIDS - Category 3 ASPIRATION HAZARD - Category 1

State regulations

Massachusetts : None of the components are listed.

New York : None of the components are listed.

New Jersey : None of the components are listed.

Pennsylvania : None of the components are listed.

California Prop. 65

⚠ **WARNING**: This product can expose you to Ethylbenzene, which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
Information provided is based on industrial use and may not be relevant to consumer applications.

Ingredient name	Concentration (%)	No significant risk level	Maximum acceptable dosage level
Ethylbenzene	0.000085 - 0.00023976	Yes.	-

International lists

National inventory

Australia : All components are listed or exempted.

Canada : All components are listed or exempted.

China : Not determined.

Eurasian Economic Union : **Russian Federation inventory**: All components are listed or exempted.

New Zealand : Not determined.

Philippines : Not determined.

Republic of Korea : Not determined.

Taiwan : Not determined.

Thailand : Not determined.

Turkey : Not determined.

United States : All components are active or exempted.

Viet Nam : Not determined.

Section 16. Other information

Procedure used to derive the classification

Classification	Justification
FLAMMABLE LIQUIDS - Category 3 ASPIRATION HAZARD - Category 1	On basis of test data Expert judgment

History

Date of issue/Date of revision : 09/12/2024

Date of previous issue : 07/09/2024

Version : 1.03

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973

RJ100 (SPK-HEFA)

Section 16. Other information

as modified by the Protocol of 1978. ("Marpol" = marine pollution)
N/A = Not available
SGG = Segregation Group
UN = United Nations

Indicates information that has changed from previously issued version.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.
Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

SAFETY DATA SHEET

Unleaded Gasoline (All Grades)

CALUMET REFINING, LLC

Section 1. Identification

GHS product identifier : Unleaded Gasoline (All Grades)

Product code : UL

Other means of identification : Conventional Unleaded Gasoline with and without Ethanol (All Grades)

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Identified uses
Petrochemical industry: Petroleum refining. Fuel.

Uses advised against	Reason
None known.	

Supplier's details : Calumet Refining, LLC
2780 Waterfront Pkwy E. Drive Suite 200
Indianapolis, IN 46214
USA
Technical Services: 317-328-5660

Emergency telephone number : 24 hr. CHEMTREC 1-800-424-9300 / International 1-703-527-3887

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture :
FLAMMABLE LIQUIDS - Category 3
ACUTE TOXICITY (oral) - Category 4
ACUTE TOXICITY (inhalation) - Category 4
SKIN IRRITATION - Category 2
EYE IRRITATION - Category 2A
GERM CELL MUTAGENICITY - Category 1
CARCINOGENICITY - Category 1A
TOXIC TO REPRODUCTION (Fertility) - Category 2
TOXIC TO REPRODUCTION (Unborn child) - Category 2
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (blood system, bone marrow, hearing organs, kidneys, liver, peripheral nervous system) - Category 1
ASPIRATION HAZARD - Category 1
AQUATIC HAZARD (ACUTE) - Category 2
AQUATIC HAZARD (LONG-TERM) - Category 2

GHS label elements

Hazard pictograms :

Signal word : Danger

Section 2. Hazards identification

Hazard statements : Flammable liquid and vapor.
Harmful if swallowed or if inhaled.
Causes serious eye irritation.
Causes skin irritation.
May cause genetic defects.
May cause cancer.
Suspected of damaging fertility or the unborn child.
May be fatal if swallowed and enters airways.
May cause respiratory irritation.
May cause drowsiness or dizziness.
Causes damage to organs through prolonged or repeated exposure. (blood system, bone marrow, hearing organs, kidneys, liver, peripheral nervous system)
Toxic to aquatic life with long lasting effects.

Precautionary statements

Prevention : Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves. Wear eye or face protection. Wear protective clothing. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use explosion-proof electrical, ventilating, lighting and all material-handling equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Keep container tightly closed. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Do not breathe vapor. Do not eat, drink or smoke when using this product. Wash hands thoroughly after handling.

Response : Collect spillage. Get medical attention if you feel unwell. IF exposed or concerned: Get medical attention. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or physician if you feel unwell. IF SWALLOWED: Immediately call a POISON CENTER or physician. Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash it before reuse. If skin irritation occurs: Get medical attention. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.

Storage : Store locked up. Store in a well-ventilated place. Keep cool.

Disposal : Dispose of contents and container in accordance with all local, regional, national and international regulations.

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Substance

Other means of identification : Conventional Unleaded Gasoline with and without Ethanol (All Grades)

CAS number/other identifiers

CAS number : Not available.

Ingredient name	%	CAS number
Unleaded Gasoline (All Grades)	100	-
Gasoline, natural	100	8006-61-9
toluene	1 - 15	108-88-3
xylene	1 - 10	1330-20-7
ethylbenzene	0 - 10	100-41-4
ethanol	10	64-17-5
1,2,4-trimethylbenzene	0 - 5	95-63-6
naphthalene	<5	91-20-3
n-hexane	<5	110-54-3
benzene	<3	71-43-2
cumene	<1	98-82-8

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

Section 3. Composition/information on ingredients

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.

Inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If necessary, call a poison center or physician. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Skin contact : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 10 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Ingestion : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Aspiration hazard if swallowed. Can enter lungs and cause damage. Do not induce vomiting. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : Causes serious eye irritation.

Inhalation : Harmful if inhaled. Can cause central nervous system (CNS) depression. May cause drowsiness or dizziness. May cause respiratory irritation.

Skin contact : Causes skin irritation.

Ingestion : Harmful if swallowed. Can cause central nervous system (CNS) depression. May be fatal if swallowed and enters airways.

Over-exposure signs/symptoms

Eye contact : Adverse symptoms may include the following:
pain or irritation
watering
redness

Inhalation : Adverse symptoms may include the following:
respiratory tract irritation
coughing
nausea or vomiting
headache
drowsiness/fatigue
dizziness/vertigo
unconsciousness
reduced fetal weight
increase in fetal deaths
skeletal malformations

Section 4. First aid measures

Skin contact : Adverse symptoms may include the following:
irritation
redness
reduced fetal weight
increase in fetal deaths
skeletal malformations

Ingestion : Adverse symptoms may include the following:
nausea or vomiting
reduced fetal weight
increase in fetal deaths
skeletal malformations

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

Specific treatments : No specific treatment.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use dry chemical, CO_2, water spray (fog) or foam.

Unsuitable extinguishing media : Do not use water jet.

Specific hazards arising from the chemical : Flammable liquid and vapor. Runoff to sewer may create fire or explosion hazard. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. This material is toxic to aquatic life with long lasting effects. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

Section 6. Accidental release measures

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material. May be harmful to the environment if released in large quantities. Collect spillage.

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Avoid exposure - obtain special instructions before use. Avoid exposure during pregnancy. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not swallow. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Unleaded Gasoline (All Grades) Gasoline, natural	None. **OSHA PEL 1989 (United States, 3/1989).** TWA: 300 ppm 8 hours. TWA: 900 mg/m³ 8 hours. STEL: 500 ppm 15 minutes. STEL: 1500 mg/m³ 15 minutes.
toluene	**ACGIH TLV (United States, 3/2019).** TWA: 20 ppm 8 hours. **OSHA PEL Z2 (United States, 2/2013).** TWA: 200 ppm 8 hours. CEIL: 300 ppm AMP: 500 ppm 10 minutes. **OSHA PEL 1989 (United States, 3/1989).** TWA: 100 ppm 8 hours. TWA: 375 mg/m³ 8 hours. STEL: 150 ppm 15 minutes. STEL: 560 mg/m³ 15 minutes. **NIOSH REL (United States, 10/2016).** TWA: 100 ppm 10 hours. TWA: 375 mg/m³ 10 hours. STEL: 150 ppm 15 minutes. STEL: 560 mg/m³ 15 minutes.
xylene	**ACGIH TLV (United States, 3/2019).** TWA: 100 ppm 8 hours. TWA: 434 mg/m³ 8 hours. STEL: 150 ppm 15 minutes. STEL: 651 mg/m³ 15 minutes. **OSHA PEL (United States, 5/2018).** TWA: 100 ppm 8 hours. TWA: 435 mg/m³ 8 hours. **OSHA PEL 1989 (United States, 3/1989).** TWA: 100 ppm 8 hours. TWA: 435 mg/m³ 8 hours. STEL: 150 ppm 15 minutes. STEL: 655 mg/m³ 15 minutes.
ethylbenzene	**ACGIH TLV (United States, 3/2019).** TWA: 20 ppm 8 hours. **OSHA PEL (United States, 5/2018).** TWA: 100 ppm 8 hours. TWA: 435 mg/m³ 8 hours. **OSHA PEL 1989 (United States, 3/1989).** TWA: 100 ppm 8 hours. TWA: 435 mg/m³ 8 hours. STEL: 125 ppm 15 minutes. STEL: 545 mg/m³ 15 minutes. **NIOSH REL (United States, 10/2016).** TWA: 100 ppm 10 hours. TWA: 435 mg/m³ 10 hours. STEL: 125 ppm 15 minutes. STEL: 545 mg/m³ 15 minutes.
ethanol	**ACGIH TLV (United States, 3/2019).** STEL: 1000 ppm 15 minutes. **OSHA PEL 1989 (United States, 3/1989).** TWA: 1000 ppm 8 hours. TWA: 1900 mg/m³ 8 hours. **NIOSH REL (United States, 10/2016).**

Section 8. Exposure controls/personal protection

	TWA: 1000 ppm 10 hours. TWA: 1900 mg/m³ 10 hours. **OSHA PEL (United States, 5/2018).** TWA: 1000 ppm 8 hours. TWA: 1900 mg/m³ 8 hours.
1,2,4-trimethylbenzene	**ACGIH TLV (United States, 3/2019).** TWA: 25 ppm 8 hours. TWA: 123 mg/m³ 8 hours. **OSHA PEL 1989 (United States, 3/1989).** TWA: 25 ppm 8 hours. TWA: 125 mg/m³ 8 hours. **NIOSH REL (United States, 10/2016).** TWA: 25 ppm 10 hours. TWA: 125 mg/m³ 10 hours.
naphthalene	**ACGIH TLV (United States, 3/2019).** **Absorbed through skin.** TWA: 10 ppm 8 hours. TWA: 52 mg/m³ 8 hours. **OSHA PEL (United States, 5/2018).** TWA: 10 ppm 8 hours. TWA: 50 mg/m³ 8 hours. **OSHA PEL 1989 (United States, 3/1989).** TWA: 10 ppm 8 hours. TWA: 50 mg/m³ 8 hours. STEL: 15 ppm 15 minutes. STEL: 75 mg/m³ 15 minutes. **NIOSH REL (United States, 10/2016).** TWA: 10 ppm 10 hours. TWA: 50 mg/m³ 10 hours. STEL: 15 ppm 15 minutes. STEL: 75 mg/m³ 15 minutes.
n-hexane	**ACGIH TLV (United States, 3/2019).** **Absorbed through skin.** TWA: 50 ppm 8 hours. **OSHA PEL (United States, 5/2018).** TWA: 500 ppm 8 hours. TWA: 1800 mg/m³ 8 hours. **OSHA PEL 1989 (United States, 3/1989).** TWA: 50 ppm 8 hours. TWA: 180 mg/m³ 8 hours. **NIOSH REL (United States, 10/2016).** TWA: 50 ppm 10 hours. TWA: 180 mg/m³ 10 hours.
benzene	**ACGIH TLV (United States, 3/2019).** **Absorbed through skin.** TWA: 0.5 ppm 8 hours. TWA: 1.6 mg/m³ 8 hours. STEL: 2.5 ppm 15 minutes. STEL: 8 mg/m³ 15 minutes. **OSHA PEL (United States, 5/2018).** STEL: 5 ppm 15 minutes. TWA: 1 ppm 8 hours. **OSHA PEL Z2 (United States, 2/2013).** TWA: 10 ppm 8 hours. CEIL: 25 ppm AMP: 50 ppm 10 minutes. **OSHA PEL 1989 (United States, 3/1989).** TWA: 1 ppm 8 hours. STEL: 5 ppm 15 minutes. **NIOSH REL (United States, 10/2016).** TWA: 0.1 ppm 10 hours.

Section 8. Exposure controls/personal protection

cumene	STEL: 1 ppm 15 minutes. **ACGIH TLV (United States, 3/2019).** TWA: 50 ppm 8 hours. **OSHA PEL (United States, 5/2018).** **Absorbed through skin.** TWA: 50 ppm 8 hours. TWA: 245 mg/m³ 8 hours. **OSHA PEL 1989 (United States, 3/1989).** **Absorbed through skin.** TWA: 50 ppm 8 hours. TWA: 245 mg/m³ 8 hours. **NIOSH REL (United States, 10/2016).** **Absorbed through skin.** TWA: 50 ppm 10 hours. TWA: 245 mg/m³ 10 hours.

Appropriate engineering controls : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear anti-static protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Section 9. Physical and chemical properties

Appearance

Physical state : Liquid. [Mobile liquid.]

Color : Clear. to Yellow.

Odor : Characteristic. Hydrocarbon.

Odor threshold : Not available.

pH : Not available.

Melting point : Not available.

Boiling point : 20°C (68°F)

Flash point : Closed cup: <40°C (<104°F) [Pensky-Martens.]

Evaporation rate : Not available.

Flammability (solid, gas) : Not available.

Lower and upper explosive (flammable) limits : Lower: 1.4%
Upper: 7.6%

Vapor pressure : Not available.

Vapor density : >1 [Air = 1]

Relative density : >0.7

Solubility : Not available.

Solubility in water : Not available.

Partition coefficient: n-octanol/water : Not available.

Auto-ignition temperature : Not available.

Decomposition temperature : Not available.

Viscosity : Kinematic (40°C (104°F)): <0.01 cm^2/s (<1 cSt)

Flow time (ISO 2431) : Not available.

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.

Incompatible materials : Reactive or incompatible with the following materials:
oxidizing materials

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Section 11. Toxicological information

Product/ingredient name	Result	Species	Dose	Exposure
toluene	LC50 Inhalation Vapor	Rat	49 g/m³	4 hours
	LD50 Oral	Rat	636 mg/kg	-
xylene	LC50 Inhalation Gas.	Rat	6670 ppm	4 hours
	LC50 Inhalation Vapor	Rat	5000 ppm	4 hours
	LD50 Oral	Rat	4300 mg/kg	-
ethylbenzene	LC50 Inhalation Gas.	Rat	4000 ppm	4 hours
	LD50 Dermal	Rabbit	>5000 mg/kg	-
	LD50 Oral	Rat	3500 mg/kg	-
ethanol	LC50 Inhalation Vapor	Rat	124700 mg/m³	4 hours
	LD50 Oral	Rat	7 g/kg	-
1,2,4-trimethylbenzene	LC50 Inhalation Vapor	Rat	18000 mg/m³	4 hours
	LD50 Oral	Rat	5 g/kg	-
naphthalene	LD50 Dermal	Rabbit	20000 mg/kg	-
	LD50 Oral	Rat	490 mg/kg	-
n-hexane	LC50 Inhalation Vapor	Rat	48000 ppm	4 hours
	LD50 Oral	Rat	15840 mg/kg	-
benzene	LD50 Oral	Rat	930 mg/kg	-
cumene	LC50 Inhalation Vapor	Rat	39000 mg/m³	4 hours
	LD50 Oral	Rat	1400 mg/kg	-

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
Gasoline, natural	Eyes - Mild irritant	Human	-	8 hours 140 ppm	-
	Eyes - Moderate irritant	Man	-	1 hours 500 ppm	-
toluene	Eyes - Mild irritant	Rabbit	-	0.5 minutes 100 mg	-
	Eyes - Mild irritant	Rabbit	-	870 ug	-
	Eyes - Severe irritant	Rabbit	-	24 hours 2 mg	-
	Skin - Mild irritant	Pig	-	24 hours 250 Ul	-
	Skin - Mild irritant	Rabbit	-	435 mg	-
	Skin - Moderate irritant	Rabbit	-	24 hours 20 mg	-
	Skin - Moderate irritant	Rabbit	-	500 mg	-
xylene	Eyes - Mild irritant	Rabbit	-	87 mg	-
	Eyes - Severe irritant	Rabbit	-	24 hours 5 mg	-
	Skin - Mild irritant	Rat	-	8 hours 60 Ul	-
	Skin - Moderate irritant	Rabbit	-	24 hours 500 mg	-
	Skin - Moderate irritant	Rabbit	-	100 %	-
ethylbenzene	Eyes - Severe irritant	Rabbit	-	500 mg	-
	Skin - Mild irritant	Rabbit	-	24 hours 15 mg	-
ethanol	Eyes - Mild irritant	Rabbit	-	24 hours 500 mg	-
	Eyes - Moderate irritant	Rabbit	-	0.066666667 minutes 100 mg	-
	Eyes - Moderate irritant	Rabbit	-	100 Ul	-
	Eyes - Severe irritant	Rabbit	-	500 mg	-
	Skin - Mild irritant	Rabbit	-	400 mg	-
	Skin - Moderate irritant	Rabbit	-	24 hours 20 mg	-
n-hexane	Eyes - Mild irritant	Rabbit	-	10 mg	-
benzene	Eyes - Moderate irritant	Rabbit	-	88 mg	-
	Eyes - Severe irritant	Rabbit	-	24 hours 2 mg	-

Section 11. Toxicological information

	Skin - Mild irritant	Rat	-	8 hours 60 Ul	-
	Skin - Mild irritant	Rabbit	-	24 hours 15 mg	-
	Skin - Moderate irritant	Rabbit	-	24 hours 20 mg	-
cumene	Eyes - Mild irritant	Rabbit	-	24 hours 500 mg	-
	Eyes - Mild irritant	Rabbit	-	86 mg	-
	Skin - Mild irritant	Rabbit	-	24 hours 10 mg	-
	Skin - Moderate irritant	Rabbit	-	24 hours 100 mg	-

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Classification

Product/ingredient name	OSHA	IARC	NTP
Gasoline, natural	-	2B	-
toluene	-	3	-
xylene	-	3	-
ethylbenzene	-	2B	-
ethanol	-	1	-
naphthalene	-	2B	Reasonably anticipated to be a human carcinogen.
benzene	+	1	Known to be a human carcinogen.
cumene	-	2B	Reasonably anticipated to be a human carcinogen.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
toluene	Category 3	Not applicable.	Narcotic effects
	Category 3	Not applicable.	Respiratory tract irritation
xylene	Category 3	Not applicable.	Respiratory tract irritation
ethylbenzene	Category 3	Not applicable.	Narcotic effects
ethanol	Category 3	Not applicable.	Narcotic effects
1,2,4-trimethylbenzene	Category 3	Not applicable.	Narcotic effects
	Category 3	Not applicable.	Respiratory tract irritation
n-hexane	Category 3	Not applicable.	Narcotic effects
	Category 3	Not applicable.	Respiratory tract irritation
benzene	Category 3	Not applicable.	Narcotic effects
	Category 3	Not applicable.	Respiratory tract irritation
cumene	Category 3	Not applicable.	Narcotic effects
	Category 3	Not applicable.	Respiratory tract irritation

Section 11. Toxicological information

Specific target organ toxicity (repeated exposure)

Name	Category	Route of exposure	Target organs
toluene	Category 2	Not determined	kidneys and liver
xylene	Category 2	Not determined	Not determined
ethylbenzene	Category 2	Not determined	hearing organs
n-hexane	Category 2	Not determined	peripheral nervous system
benzene	Category 1	Not determined	blood system and bone marrow

Aspiration hazard

Name	Result
toluene	ASPIRATION HAZARD - Category 1
xylene	ASPIRATION HAZARD - Category 1
ethylbenzene	ASPIRATION HAZARD - Category 1
1,2,4-trimethylbenzene	ASPIRATION HAZARD - Category 1
n-hexane	ASPIRATION HAZARD - Category 1
benzene	ASPIRATION HAZARD - Category 1
cumene	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : Causes serious eye irritation.

Inhalation : Harmful if inhaled. Can cause central nervous system (CNS) depression. May cause drowsiness or dizziness. May cause respiratory irritation.

Skin contact : Causes skin irritation.

Ingestion : Harmful if swallowed. Can cause central nervous system (CNS) depression. May be fatal if swallowed and enters airways.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : Adverse symptoms may include the following:
pain or irritation
watering
redness

Inhalation : Adverse symptoms may include the following:
respiratory tract irritation
coughing
nausea or vomiting
headache
drowsiness/fatigue
dizziness/vertigo
unconsciousness
reduced fetal weight
increase in fetal deaths
skeletal malformations

Skin contact : Adverse symptoms may include the following:
irritation
redness
reduced fetal weight
increase in fetal deaths
skeletal malformations

Ingestion : Adverse symptoms may include the following:
nausea or vomiting
reduced fetal weight
increase in fetal deaths
skeletal malformations

Section 11. Toxicological information

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : Causes damage to organs through prolonged or repeated exposure.

Carcinogenicity : May cause cancer. Risk of cancer depends on duration and level of exposure.

Mutagenicity : May cause genetic defects.

Teratogenicity : Suspected of damaging the unborn child.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : Suspected of damaging fertility.

Numerical measures of toxicity

Acute toxicity estimates

Product/ingredient name	Oral (mg/kg)	Dermal (mg/kg)	Inhalation (gases) (ppm)	Inhalation (vapors) (mg/l)	Inhalation (dusts and mists) (mg/l)
Unleaded Gasoline (All Grades)	1457.5	2750	12752.4	183.6	N/A
toluene	636	N/A	N/A	49	N/A
xylene	4300	1100	6670	N/A	N/A
ethylbenzene	3500	N/A	4000	N/A	N/A
ethanol	7000	N/A	N/A	124.7	N/A
1,2,4-trimethylbenzene	5000	N/A	N/A	18	N/A
naphthalene	490	20000	N/A	N/A	N/A
n-hexane	15840	N/A	N/A	N/A	N/A
benzene	930	N/A	N/A	N/A	N/A
cumene	1400	N/A	N/A	39	N/A

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
toluene	Acute EC50 12500 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 11600 µg/l Fresh water	Crustaceans - Gammarus pseudolimnaeus - Adult	48 hours
	Acute EC50 6000 µg/l Fresh water	Daphnia - Daphnia magna - Juvenile (Fledgling, Hatchling, Weanling)	48 hours
	Acute LC50 5500 µg/l Fresh water	Fish - Oncorhynchus kisutch - Fry	96 hours
	Chronic NOEC 1000 µg/l Fresh water	Daphnia - Daphnia magna	21 days
xylene	Acute LC50 8500 µg/l Marine water	Crustaceans - Palaemonetes pugio	48 hours
	Acute LC50 13400 µg/l Fresh water	Fish - Pimephales promelas	96 hours
ethylbenzene	Acute EC50 4600 µg/l Fresh water	Algae - Pseudokirchneriella	72 hou

Section 12. Ecological information

		subcapitata	
	Acute EC50 3600 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Acute EC50 6.53 mg/l Marine water	Crustaceans - Artemia sp. - Nauplii	48 hours
	Acute EC50 2.93 mg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 4200 µg/l Fresh water	Fish - Oncorhynchus mykiss	96 hours
ethanol	Acute EC50 17.921 mg/l Marine water	Algae - Ulva pertusa	96 hours
	Acute EC50 2000 µg/l Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 25500 µg/l Marine water	Crustaceans - Artemia franciscana - Larvae	48 hours
	Acute LC50 42000 µg/l Fresh water	Fish - Oncorhynchus mykiss	4 days
	Chronic NOEC 4.995 mg/l Marine water	Algae - Ulva pertusa	96 hours
	Chronic NOEC 100 ul/L Fresh water	Daphnia - Daphnia magna - Neonate	21 days
	Chronic NOEC 0.375 ul/L Fresh water	Fish - Gambusia holbrooki - Larvae	12 weeks
1,2,4-trimethylbenzene	Acute LC50 4910 µg/l Marine water	Crustaceans - Elasmopus pectenicrus - Adult	48 hours
	Acute LC50 7720 µg/l Fresh water	Fish - Pimephales promelas	96 hours
naphthalene	Acute EC50 1.6 mg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 2350 µg/l Marine water	Crustaceans - Palaemonetes pugio	48 hours
	Acute LC50 213 µg/l Fresh water	Fish - Melanotaenia fluviatilis - Larvae	96 hours
n-hexane	Acute LC50 2500 µg/l Fresh water	Fish - Pimephales promelas	96 hours
benzene	Acute EC50 29000 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 1600000 µg/l Fresh water	Algae - Selenastrum sp.	96 hours
	Acute EC50 9.23 mg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 21 mg/l Marine water	Crustaceans - Artemia salina	48 hours
	Acute LC50 5.28 ul/L Fresh water	Fish - Oncorhynchus gorbuscha - Fry	96 hours
	Chronic EC10 >1360 mg/l Fresh water	Algae - Scenedesmus subspicatus	96 hours
	Chronic NOEC 98 mg/l Fresh water	Daphnia - Daphnia magna	21 days
	Chronic NOEC 1.5 to 5.4 ul/L Marine water	Fish - Morone saxatilis - Juvenile (Fledgling, Hatchling, Weanling)	4 weeks
cumene	Acute EC50 2600 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 7.4 mg/l Marine water	Crustaceans - Artemia sp. - Nauplii	48 hours
	Acute EC50 10.6 mg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 2700 µg/l Fresh water	Fish - Oncorhynchus mykiss	96 hours

Persistence and degradability

Product/ingredient name	Test	Result	Dose	Inoculum
ethylbenzene	301B Ready Biodegradability - CO_2 Evolution Test	70 to 80 % - 28 days	-	-

Section 12. Ecological information

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
toluene	-	-	Readily
xylene	-	-	Readily
ethylbenzene	-	-	Readily
ethanol	-	-	Readily
benzene	-	-	Readily

Bioaccumulative potential

Product/ingredient name	$LogP_{ow}$	BCF	Potential
Gasoline, natural	-	10 to 2500	high
toluene	2.73	90	low
xylene	3.12	8.1 to 25.9	low
ethylbenzene	3.6	-	low
ethanol	-0.35	-	low
1,2,4-trimethylbenzene	3.63	243	low
naphthalene	3.4	36.5 to 168	low
n-hexane	4	501.187	high
benzene	2.13	11	low
cumene	3.55	35.48	low

Mobility in soil

Soil/water partition coefficient (K_{OC}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

United States - RCRA Toxic hazardous waste "U" List

Ingredient	CAS #	Status	Reference number
Toluene; Benzene, methyl-	108-88-3	Listed	U220
Xylene	1330-20-7	Listed	U239
Naphthalene	91-20-3	Listed	U165
Benzene (I,T)	71-43-2	Listed	U019
Cumene (I); Benzene, (1-methylethyl)- (I)	98-82-8	Listed	U055

Section 14. Transport information

	DOT Classification	TDG Classification	IMDG	IATA
UN number	UN1203	UN1203	UN1203	UN1203
UN proper shipping name	Gasoline. Marine pollutant (Gasoline, natural, n-hexane) RQ (benzene, xylene)	Gasoline. Marine pollutant (n-hexane, 1,2,4-trimethylbenzene)	Gasoline. Marine pollutant (n-hexane, 1,2,4-trimethylbenzene)	Gasoline
Transport hazard class(es)	3	3	3	3
Packing group	II	II	II	II
Environmental hazards	Yes.	Yes.	Yes.	Yes. The environmentally hazardous substance mark is not required.

Additional information

DOT Classification : This product is not regulated as a marine pollutant when transported on inland waterways in sizes of ≤5 L or ≤5 kg or by road, rail, or inland air in non-bulk sizes, provided the packagings meet the general provisions of §§ 173.24 and 173.24a. **Reportable quantity** 333.33 lbs / 151.33 kg [51.92 gal / 196.54 L]. Package sizes shipped in quantities less than the product reportable quantity are not subject to the RQ (reportable quantity) transportation requirements.

TDG Classification : Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.18-2.19 (Class 3), 2.7 (Marine pollutant mark).
The marine pollutant mark is not required when transported by road or rail.

IMDG : The marine pollutant mark is not required when transported in sizes of ≤5 L or ≤5 kg.

IATA : The environmentally hazardous substance mark may appear if required by other transportation regulations.

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) PAIR**: naphthalene
TSCA 8(a) CDR Exempt/Partial exemption: Not determined
Clean Water Act (CWA) 307: toluene; ethylbenzene; naphthalene; benzene
Clean Water Act (CWA) 311: toluene; xylene; ethylbenzene; naphthalene; benzene

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

Section 15. Regulatory information

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Listed

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : FLAMMABLE LIQUIDS - Category 3
ACUTE TOXICITY (oral) - Category 4
ACUTE TOXICITY (inhalation) - Category 4
SKIN IRRITATION - Category 2
EYE IRRITATION - Category 2A
GERM CELL MUTAGENICITY - Category 1
CARCINOGENICITY - Category 1A
TOXIC TO REPRODUCTION (Fertility) - Category 2
TOXIC TO REPRODUCTION (Unborn child) - Category 2
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (blood system, bone marrow, hearing organs, kidneys, liver, peripheral nervous system) - Category 1
ASPIRATION HAZARD - Category 1

Composition/information on ingredients

Name	%	Classification
Unleaded Gasoline (All Grades)	100	FLAMMABLE LIQUIDS - Category 3 ACUTE TOXICITY (oral) - Category 4 ACUTE TOXICITY (inhalation) - Category 4 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A GERM CELL MUTAGENICITY - Category 1 CARCINOGENICITY - Category 1A TOXIC TO REPRODUCTION (Fertility) - Category 2 TOXIC TO REPRODUCTION (Unborn child) - Category 2 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 1 ASPIRATION HAZARD - Category 1
Gasoline, natural	100	FLAMMABLE LIQUIDS - Category 2 EYE IRRITATION - Category 2A CARCINOGENICITY - Category 2
toluene	1 - 15	FLAMMABLE LIQUIDS - Category 2 ACUTE TOXICITY (oral) - Category 4 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A TOXIC TO REPRODUCTION (Unborn child) - Category 2 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (kidneys, liver) - Category 2 ASPIRATION HAZARD - Category 1 HNOC - Static-accumulating flammable liquid

Section 15. Regulatory information

xylene	1 - 10	FLAMMABLE LIQUIDS - Category 2 ACUTE TOXICITY (dermal) - Category 4 ACUTE TOXICITY (inhalation) - Category 4 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 2 ASPIRATION HAZARD - Category 1 HNOC - Static-accumulating flammable liquid
ethylbenzene	0 - 10	FLAMMABLE LIQUIDS - Category 3 ACUTE TOXICITY (inhalation) - Category 4 EYE IRRITATION - Category 2A CARCINOGENICITY - Category 2 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (hearing organs) - Category 2 ASPIRATION HAZARD - Category 1 HNOC - Static-accumulating flammable liquid
ethanol	10	FLAMMABLE LIQUIDS - Category 2 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3
1,2,4-trimethylbenzene	0 - 5	FLAMMABLE LIQUIDS - Category 3 ACUTE TOXICITY (inhalation) - Category 4 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3 ASPIRATION HAZARD - Category 1
naphthalene	<5	ACUTE TOXICITY (oral) - Category 4 CARCINOGENICITY - Category 2
n-hexane	<5	FLAMMABLE LIQUIDS - Category 2 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2B TOXIC TO REPRODUCTION (Fertility) - Category 2 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (peripheral nervous system) - Category 2 ASPIRATION HAZARD - Category 1 HNOC - Static-accumulating flammable liquid
benzene	<3	FLAMMABLE LIQUIDS - Category 2 ACUTE TOXICITY (oral) - Category 4 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A GERM CELL MUTAGENICITY - Category 1B CARCINOGENICITY - Category 1A SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (blood system, bone marrow) - Category 1 ASPIRATION HAZARD - Category 1 HNOC - Static-accumulating flammable liquid

Section 15. Regulatory information

cumene	<1	FLAMMABLE LIQUIDS - Category 3 ACUTE TOXICITY (oral) - Category 4 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2B SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3 ASPIRATION HAZARD - Category 1 HNOC - Static-accumulating flammable liquid

SARA 313

	Product name	CAS number	%
Form R - Reporting requirements	toluene xylene ethylbenzene 1,2,4-trimethylbenzene naphthalene n-hexane benzene cumene	108-88-3 1330-20-7 100-41-4 95-63-6 91-20-3 110-54-3 71-43-2 98-82-8	1 - 15 1 - 10 0 - 10 0 - 5 <5 <5 <3 <1
Supplier notification	toluene xylene ethylbenzene 1,2,4-trimethylbenzene naphthalene n-hexane benzene cumene	108-88-3 1330-20-7 100-41-4 95-63-6 91-20-3 110-54-3 71-43-2 98-82-8	1 - 15 1 - 10 0 - 10 0 - 5 <5 <5 <3 <1

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

State regulations

Massachusetts : The following components are listed: GASOLINE; TOLUENE; METHYLBENZENE; XYLENE; DIMETHYLBENZENE; ETHYL BENZENE; ETHYLBENZENE; ETHYL ALCOHOL; DENATURED ALCOHOL; PSEUDOCUMENE; HEXANE; N-HEXANE; NAPHTHALENE; BENZENE; CUMENE; 1-METHYLETHYLBENZENE

New York : The following components are listed: Toluene; Xylene mixed; Ethylbenzene; Hexane; Naphthalene; Benzene; Cumene; Benzene, 1-methylethyl-

New Jersey : The following components are listed: GASOLINE; GASOLINE, NATURAL; TOLUENE; BENZENE, METHYL-; XYLENES; BENZENE, DIMETHYL-; ETHYL BENZENE; BENZENE, ETHYL-; ETHYL ALCOHOL; ALCOHOL; PSEUDOCUMENE; 1,2,4-TRIMETHYL BENZENE; n-HEXANE; HEXANE; NAPHTHALENE; MOTH FLAKES; BENZENE; CUMENE; BENZENE, (1-METHYLETHYL)-

Pennsylvania : The following components are listed: BENZENE, METHYL-; BENZENE, DIMETHYL-; BENZENE, ETHYL-; DENATURED ALCOHOL; ETHANOL; PSEUDOCUMENE; HEXANE; NAPHTHALENE; BENZENE; BENZOL DILUENT; BENZENE, (1-METHYLETHYL)-

California Prop. 65

⚠ **WARNING**: This product can expose you to chemicals including Benzene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Information provided is based on industrial use and may not be relevant to consumer applications.

Section 15. Regulatory information

Ingredient name	Concentration (%)	No significant risk level	Maximum acceptable dosage level
Toluene	1 - 15	-	Yes.
Ethylbenzene	0 - 10	Yes.	-
ethanol	10	-	-
Naphthalene	<5	Yes.	-
n-Hexane	<5	-	-
Benzene	<3	Yes.	Yes.
Cumene	<1	-	-

International lists

National inventory

Australia : All components are listed or exempted.

Canada : All components are listed or exempted.

China : All components are listed or exempted.

Europe : All components are listed or exempted.

Japan : **Japan inventory (ENCS)**: Not determined.
Japan inventory (ISHL): Not determined.

New Zealand : All components are listed or exempted.

Philippines : All components are listed or exempted.

Republic of Korea : All components are listed or exempted.

Taiwan : All components are listed or exempted.

Thailand : Not determined.

Turkey : Not determined.

United States : All components are listed or exempted.

Viet Nam : All components are listed or exempted.

Section 16. Other information

Procedure used to derive the classification

Classification	Justification
Flam. Liq. 3, H226	On basis of test data
Acute Tox. 4, H302	Calculation method
Acute Tox. 4, H332	Calculation method
Skin Irrit. 2, H315	Calculation method
Eye Irrit. 2A, H319	Calculation method
Muta. 1, H340	Calculation method
Carc. 1A, H350	Calculation method
Repr. 2, H361 (Fertility)	Calculation method
Repr. 2, H361 (Unborn child)	Calculation method
STOT SE 3, H335	Calculation method
STOT SE 3, H336	Calculation method
STOT RE 1, H372 (blood system, bone marrow, hearing organs, kidneys, liver, peripheral nervous system)	Calculation method
Asp. Tox. 1, H304	Calculation method
Aquatic Acute 2, H401	Calculation method
Aquatic Chronic 2, H411	Calculation method

History

Date of issue/Date of revision : 03/02/2020

Version : 5

Section 16. Other information

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
N/A = Not available
SGG = Segregation Group
UN = United Nations

Indicates information that has changed from previously issued version.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.
Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

Commission Meeting Date: November 4, 2025

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item:	Conduct a Public Hearing on Resolution 10610 – Budget Amendment Resolution for the Park Maintenance District Fund for November 4, 2025
From:	Melissa Kinzler, Finance Director
Initiated By:	Statutory Budget Requirements
Presented By:	Melissa Kinzler, Finance Director
Action Requested:	Conduct a Public Hearing on Resolution 10610 to amend the budget for the Park Maintenance District fund and approve a funding request from Enbar, Inc and the Great Falls Voyagers for infrastructure repairs at the city owned stadium.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.

2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

> "I move that the City Commission (approve/not approve) the funding request in the amount of $425,000 to the Great Falls Baseball Club, Inc and Enbar, Inc for two critical infrastructure projects at the Voyagers Stadium and (adopt/deny) Resolution 10610, amending the FY2026 budget for the Park Maintenance District Fund."

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

Background:

The City of Great Falls owns Centene Stadium and leases it to the Great Falls Baseball Club, Inc. The City has been leasing the stadium to the Great Falls Baseball Club since April 6, 1999.

On August 5, 2025, the City Commission adopted the FY 2026 Budget. On October 7, 2025, the Baseball Club formally requested funding for two critical infrastructure projects at the stadium during a City Commission Work Session. These repairs were not included in the Park Maintenance Fund's adopted FY 2026 budget.

The two repair requests are for:

1. **Concrete Repair & Box Seat Replacement**: The concrete throughout the stadium has significantly deteriorated, and the supporting structures for the box seating are in a similar state of disrepair. **Requested Amount: $250,000**

2**. Safety Netting Replacement:** The existing safety netting behind home plate is original to the stadium and, despite numerous repairs over the years, no longer meets modern safety standards. Replacing the current netting with a modern, durable system will enhance the safety and experience for all attendees, including those attending Legion and high school baseball events. **Requested Amount: $175,000**

The City Commission requested that staff prepare an agenda report to approve the request. In order to allocate funding from the City's Park Maintenance District #1 for this outside entity request, a budget amendment is required.

The Voyager's request for funding is an eligible use of PMD#1 funds as identified through section 5 of Resolution 10191, creating the District:

> **Section 5. General Character of the Items to be Maintained/Improved**. The general character of the items to be maintained/improved includes but is not limited to: native and turf grasses, trees, shrubs, and other vegetation, lighting, restrooms, irrigation systems, irrigation system water services, drainage ways, groundwater drains, storm water facilities, weed and pest control, equipment, tools, vehicles, fences, recreation facilities and equipment, parking lots, support facilities, signage, trails, pathways, sidewalks, public amenities, public easements and/or other public improvements maintained and/or under the responsibility of the City Park and Recreation Department.

Fiscal Impact: Using the Park Maintenance Fund for the Centene Stadium projects would reduce the fund balance by $425,000 — roughly equal to one year of available revenue for park maintenance projects. Existing PMD#1 projects would need to be reprioritized.

The current projected balance of Park Maintenance Fund at the end of FY 2026 (with current budgeted projects, debt service, cash flow reserves and operation cost) is $2,522,551. After the funding of the Centene infrastructure projects the balance is projected to be $2,097,551 as of June 30, 2026.

Any funding for this project from the Park Maintenance Fund must comply with the City's financial policies, including formal budget amendment requirements and adherence to all City purchasing procedures.

Alternatives: The City Commission could choose to deny the Budget Resolution 10610.

Attachments:

1. Resolution 10610 – Budget Amendment Resolution
2. Park District Project- Year Eight (FY2026)
3. Notice of Budget Amendment Hearing
4. Letter of Request from Great Falls Baseball Club, Inc
5. Support letter from Electric City Baseball Academy

RESOLUTION NO. 10610

BUDGET AMENDMENT RESOLUTION FOR THE PARK MAINTENANCE DISTRICT FUND

A RESOLUTION RELATING TO BUDGET AMENDMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026.

WHEREAS, Mont. Code Ann. § 7-6-4031 provides that the final budget resolution may authorize the governing body or a designated official to transfer appropriations between items within the same fund, and annual budget appropriations may be amended as provided in Mont. Code Ann. § 7-6-4006 (4); and.

WHEREAS, a public hearing is required for an overall increase in appropriation authority; and

WHEREAS, the notice of hearing on budget amendment was published in accordance with Mont. Code Ann. § 7-1-4127, as required by Mont. Code Ann. § 7-6-4021; and

WHEREAS, the hearing on budget amendments was held in accordance with Mont. Code Ann. § 7-1-4131.

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

Section 1. – Budget Amendment for the Park Maintenance District Fund

The budget amendment for the Park Maintenance District Fund in the Fiscal Year 2026 Annual Budget, totaling $425,000, is adopted as follows:

1) $250,000 budget authority for Concrete Repair & Box Seat Replacement at Centene Stadium
2) $175,000 budget authority for Safety Netting Replacement at Centene Stadium

The funding source of $425,000 will be from prior Park Maintenance District assessments (fund reserves).

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, November 4, 2025.

_____

Cory Reeves, Mayor

ATTEST:

_____
Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

_____
David G. Dennis, City Attorney

Park District Project- Year Eight (FY2026)

Budget Summary	Budget
Beginning Balance FY26	**$3,132,950**
Plus: FY 2026 Assessement	$1,500,000
FY 2026 Expense Budget	
Minus: Debt Service FY26	-$702,164
Minus: Operational Support FY26	-$365,235

Projects Presented to City Commission on August 5, 2025

Project Summary	FY26 Budget Proposed Budget	Amended Budget	Status/Notes
Caboose Deck Reno	$75,000	$75,000	Committed Matching Funds from Rails to Trails
Productive Parks	$8,000	$8,000	Contract signed 9/22/25
Chipper	$65,000	$65,000	Committed through PW ERS
River Edge Trail (RET) Matching Funds	$295,000	$295,000	Committed for MDT, RF, LWCF (Matching RET Funds)
Seal Coat Barrels RET	$15,000	$15,000	Purchased
Sidewalk ADA Replace RET	$5,000	$5,000	Committed for Caboose matching grant
Tree Replacement	$10,000	$10,000	Contract pending-pricing spring planting
Fertilizing 57 Parks	$40,000	$40,000	Committed- supplies invoiced
Gibson Park Sod	$27,000	$27,000	Committed supplies invoiced
Hurd/Elks Bathroom restoration	$5,000	$5,000	Committed supplies invoiced
Repaint/Side Gibson Park Buildings	$5,000	$5,000	Committed supplies purchased
Turf Maintenance	$40,000	$20,000	Committed 50% supplies purchased
Irrigation Upgrades	$85,000	$85,000	Pending
Carter Park Pavilion	$14,000	$14,000	Pending
Sport Courts	$140,000	$140,000	Pending
Irrigation Clocks	$14,000	$14,000	Pending
Total	$843,000	$823,000	

Minus: Total Budgeted Projects	$843,000	$823,000
Total Budgeted Expense Park District FY26 Year 8		($1,910,399)
Minus: Amount Needed for Cash Flow*		($200,000)
lesignated Fund Balance Available for Other Projects (i.e., Voyagers)		**$2,522,551**

*Assessment Revenue is received in December and June every year. Cash needs to be available to pay for operations of employees and internal service charges ($365,235) and debt service ($702,164). Debt service payments are made December 1 and June 1. The major debt service payment is paid on June 1 of $621,000. A substantial cash balance needs to be maintained in the fund because of the limitation of when the revenue is received and the timing of when projects are done. Ideally 50% or more of operations: $200,000 would be in the cash balance at all times. As the cash balance is lowered a bigger cash balance will be needed to cash flow projects.

NOTICE OF BUDGET AMENDMENT PUBLIC HEARING

NOTICE IS HEREBY given that Resolution 10610, titled "Budget Amendment Resolution for the Park Maintenance District Fund – A Resolution Relating to Budget Amendments for the Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026," will be brought before the Great Falls City Commission for a public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, MT, on November 4, 2025 at 7:00 P.M.

Any interested person may appear and speak for or against Resolution 10610 at the public hearing or submit written comments to the Great Falls City Commission, P.O. Box 5021, Great Falls, MT 59403, or by email to commission@greatfallsmt.net before 12:00 PM on Tuesday, November 4, 2025. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before the final vote on the matter and will be noted in the official record of the meeting.

The agenda packet will be made available on the City's website: https://greatfallsmt.net/meetings and is on file for public inspection during regular office hours at the City Clerk's Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451. If special accommodations for disabilities are needed, please use the Text Telephone (TTY) Montana Relay Service at 1-800-253-4091 or dial 711.

GREAT FALLS CITY COMMISSION
/s/ Lisa Kunz, City Clerk

-end-

Publication Dates: October 26, 2025, and November 2, 2025

Great Falls Baseball Club, Inc.
Member of the Pioneer League of Professional Baseball

Dear City of Great Falls,

On behalf of Enbar, Inc. and the Great Falls Voyagers, I am writing to formally request funding assistance for two critical infrastructure projects at Voyagers Stadium. Both projects directly address life safety concerns and are essential improvements to this city-owned facility.

1. Concrete Repair & Box Seat Replacement

This project was initially discussed and agreed upon with then-Parks Director Steve Herrig during the winter of 2024. The concrete throughout the stadium has significantly deteriorated, and the supporting structures for the box seating are in a similar state of disrepair. These conditions represent a serious safety liability for both the Voyagers organization and the City of Great Falls. Attached to this letter are previously approved quotes totaling **$199,298.52**. While we anticipate a modest increase due to inflation and material costs, we expect the total cost of the project to remain under **$250,000**.

2. Safety Netting Replacement

The existing safety netting behind home plate is original to the stadium and, despite numerous repairs over the years, no longer meets modern safety standards. Replacing the current netting with a modern, durable system will enhance the safety and experience for all attendees, including those attending Legion and high school baseball events. We estimate the cost for this project to be approximately **$175,000**, although a formal bid process has not yet commenced.

These improvements will significantly enhance the safety, accessibility, and long-term viability of Voyagers Stadium. With the recent acquisition of the Voyagers by local investment group Enbar, Inc., we are committed to preserving and improving this valuable community asset for future generations.

We appreciate your consideration and look forward to collaborating with the City of Great Falls on these much-needed upgrades.

Sincerely,
Scott Reasoner
President
Enbar, Inc.

Outlook

FW: Voyagers Stadium Improvements

From Lisa C. Kunz <lkunz@greatfallsmt.net>
Date Wed 10/15/2025 9:40 AM
To Krista Artis <kartis@greatfallsmt.net>

From: Jordan Hollern <jordan_hollern@gfps.k12.mt.us>
Sent: Wednesday, October 15, 2025 9:11 AM
To: commission <commission@greatfallsmt.net>
Subject: Voyagers Stadium Improvements

Some people who received this message don't often get email from jordan_hollern@gfps.k12.mt.us. Learn why this is important

Dear City Commissioners,

My name is Jordan Hollern, and I am an Executive Board member for the Electric City Baseball Academy (ECBA), which runs the Lightning travel baseball program and the Great Falls Chargers Legion program. I am writing to give the ECBA's support of the Voyagers' application for stadium improvements. I grew up in Great Falls, played legion baseball for the Great Falls Stallions, and have coached for the ECBA for many years.

I am writing to express my strong support for the proposed improvements to Voyagers Stadium, which will be voted on during the October 21st City Commission Meeting. These updates are essential to ensuring the facility remains safe, functional, and accessible for our community.

The planned repairs — including fixing the concrete in the home plate box area, resurfacing the field, ensuring the steps are even and up to code, replacing the blue box seats, and installing a modern, pole-free backstop netting system — are long-overdue investments in safety and usability. These upgrades will not only enhance the experience for players and fans alike but also ensure the ballpark remains a centerpiece for youth development and community pride.

Maintaining this facility properly will also help ensure the Legion baseball program can continue to use the Stadium rent-free for years to come — a tremendous benefit for our young athletes and their families. The Stadium has deep roots in Great Falls, and these improvements reflect our shared commitment to keeping it safe, modern, and welcoming for all.

Thank you for considering this important project and for your continued support of youth sports and community spaces in Great Falls.

Jordan Hollern, M.Ed.
Head of CMR Physics
Student Government
jordan_hollern@gfps.k12.mt.us
Room: 406-268-6182 cell: 406-868-6646

Commission Meeting Date: November 4, 2025

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item:	Ordinance 3281 – An Ordinance by the City Commission of the City of Great Falls to assign R-10 Mobile Home Park zoning to Tract 2A of COS 4970 and Lot 1, Block 1 of Portage Meadows Ranch Addition.
From:	Sara Reynolds, Associate City Planner, Planning and Community Development
Initiated By:	Nine Blessings, LLC
Presented By:	Brock Cherry, Director, Planning and Community Development
Action Requested:	City Commission accept Ordinance 3281 on first reading and set a public hearing for December 2, 2025.

Suggested Motion:

1. Commissioner moves:

   "I move that the City Commission (accept/not accept) Ordinance 3281 on first reading and (set/not set) a public hearing for December 2, 2025."

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

Staff Recommendation: At the conclusion of a public hearing held on October 14, 2025, the Zoning Commission recommended the City Commission approve the establishment of R-10 Mobile Home Park zoning for the subject property legally described as Tract 2A of COS 4970 and Lot 1, Block 1 of Portage Meadows Ranch Addition, located in the S1/2 S1/2 of Section 4, T20N, R4E, Cascade County, Montana. Staff also recommends approval of the proposed R-10 Mobile Home Park zoning request for the subject property 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. **Annexation Agreement.** The applicant shall abide by the terms and conditions outlined in the attached Annexation Agreement for the subject property and pay all fees specified therein. The Annexation 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 the time of installation within the development.

4. **Engineering Drawings.** The final engineering drawings, specifications, and cost estimates for the required improvements for the project shall be submitted to the City Public Works Department for review, including a public infrastructure permit.
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: The applicant, Nine Blessings, submitted an application to the Planning and Community Development Department to annex and assign zoning classification of R-10 Mobile Home Park for roughly 24.7 total acres to accommodate the construction of a new manufactured home community that will include 154 residential pad sites.

The request includes the annexation and assignment of 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 Tract 2A of COS 4970 located in the S1/2 S1/2 of Section 4, Township 20 North, Range 4 East, PMM, Cascade County, Montana.

Additionally, the request includes a zoning map amendment for an adjacent parcel already within the City limits, addressed as 4420 7th Avenue North and legally described as Lot 1, Block 1 of Portage Meadows Ranch Addition, Section 4, Township 20 North, Range 4 East, PMM, Cascade County, Montana. This property is approximately 0.4 acres in area and is currently zoned R-3 Single-Family High Density. The applicant proposes to reclassify this parcel to R-10 Mobile Home Park, which is to be included in the proposed manufactured home community. The smaller 0.4 acre parcel within the City limits is surrounded by the larger 24.3 acre parcel, proposed for annexation, as shown on the *Location and Zoning Map* provided as an attachment to this report.

The applicant states that the purpose of the proposed development 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 geotechnical soils report. The developer has stated that all units installed within the park will be no older than ten (10) years at the time of installation.

The development proposal includes privately owned and maintained internal roadways and periphery fence. 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, all privately maintained by the development. The applicant also proposes to fund and construct sidewalk extensions connecting the existing path from Heron Park into the development to enhance pedestrian connectivity. According to the applicant, construction of the project 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 and the adjoining 245 feet of unannexed 7th Avenue North right-of-way adjoining the City's sanitary sewer pump station. The property is contiguous to City limits on the west, north, and south sides, allowing for direct extension of public utility mains.

As outlined in the *Annexation Agreement*, Nine Blessings will construct or reimburse for all required public improvements necessary to serve the development, including water, sanitary sewer, stormwater,

and roadway improvements. Information regarding the required improvements is summarized in the Improvements section of this agenda report, and more details can be found in the *Annexation Agreement*, provided as an attachment to this report. The agreement must be signed and recorded as part of the conditions of approval for the request.

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 attached *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 currently within the City limits, addressed as 4420 7th Avenue North.

The R-10 zoning district allows mobile home park development consistent with the standards set forth in OCCGF §17.20.6.010, including manufactured housing, associated amenities, and internal infrastructure within a planned park. The proposed zoning supports the City's housing goals by creating additional opportunities for diverse housing units within the City of Great Falls. The applicant has requested a deviation from the City standard to locate the units diagonally to the street, 30 degrees from perpendicular. The applicant states that the development will meet that requirement in most locations, but requests relief for some end and corner units to ensure the most efficient layout of those homes.

The basis of 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 *Basis of Decision – Zoning Map Amendment.*

Improvements: The required improvements and corresponding developer obligations are detailed in the attached *Annexation Agreement.* Nine 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 according to City specifications. Sanitary sewer mains will be extended to serve all residential pad sites, and the developer will reimburse the City for the prior 7th Avenue North lift station improvements. Stormwater management facilities will comply with the City's requirements within the Storm Drainage Design Manual. Roadway and frontage improvements will include the reconstruction of 7th Avenue North, including curb, gutter, and stormwater improvements, as well as boulevard sidewalks and landscaping. The developer will also replace the existing asphalt sidewalk along 42nd Street North adjacent to the subject property with a concrete sidewalk, consistent with current City standards.

All infrastructure improvements are required to be reviewed and approved by the Public Works Department as part of an infrastructure permit 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 and other internal improvements that serve the interior of the development, such as common park areas and periphery fence, will be owned and maintained by the property owner.

Staff and the applicant have discussed a potential partnership to build a regional stormwater pond on the property. Staff is currently exploring the feasibility and cost of such a project. The City would contribute to the cost of a regional facility that accounts for existing stormwater in the area, in addition to the

stormwater caused by the proposed development. The Annexation Agreement acknowledges this effort and provides the developer and the City flexibility in the layout and design of the manufactured home park, potentially eliminating pad sites for the development of a larger pond.

Staff Traffic Analysis: The proposed 154-unit manufactured home park 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 (200–300 peak-hour trips) is not met per 17.32.060 of the City Code, the City's Transportation Planning Staff conducted a traffic analysis given the project's scope. The traffic analysis evaluated traffic conditions along 7th Avenue North, 42nd Street North, and adjacent streets. The full *Staff Traffic Analysis* is included as an attachment to this report for reference.

The Traffic Analysis included 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 do 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 for 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.

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 that the City's Growth Policy supports the proposed zoning map amendment to facilitate higher-density development on an infill parcel and to provide diverse housing. The proposed project is consistent with several of the Plan's policies, including:

Social – Housing (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.

Economic – Community Vitality (pages 157-158)

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. (page 155)

Physical - Land Use (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 annexation and assignment of zoning request, and ensuing 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 meeting on July 24th, 2025. 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 non-resident-owned manufactured 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 community's concerns.

At the second meeting, Council members and residents shared the same concerns and questions regarding the potential impact of the development. Staff informed the Council that a Traffic Analysis would be conducted by staff, including school drop-off and pick-up, and that the project is required to meet all City of Great Falls stormwater requirements. The applicant provided additional information on the proposed

park's financial model. At the conclusion of its 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 Nine Blessing Mobile Home Park."*

Public Comment: Public comment received before the publishing of this report is provided as an attachment to this report. In total, staff received eighteen (18) comments from fourteen (14) community members. Staff identified three (3) themes: Concerns about traffic and safety near Morningside Elementary, stormwater, and the financial model of the proposed manufactured park.

Great Falls Public Schools (GFPS) Comment: The CORE School at Morning Side Elementary is near its 353-student capacity, with enrollment at 304 and growing. GFPS values the development's potential for affordable housing, but notes that historically, mobile home parks rarely add many students. With limited bussing and proposed access points near the school's drop-off zone, the district is concerned about pedestrian safety, especially for children crossing 7th Avenue N and 38th Street.

Concurrences: Representatives from multiple departments, including Planning and Community Development, Public Works Department, and Great Falls Fire Rescue, 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 Annexation Agreement.

Fiscal Impact: Approval of this request is expected to result in annexation and the construction of a manufactured home park, thereby increasing the value of the currently undeveloped property. This, in turn, would result in increased revenue for 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 City Commission could deny Ordinance 3281 on the first reading and not set the public hearing.

Attachments/Exhibits:

- Ordinance 3281
- Ordinance 3281 Exhibit A
- Basis of Decision – Zoning Map Amendment
- Improvement Agreement
  - Exhibit A – Legal Description
  - Exhibit B – Site Plan
- Location and Zoning Map
- Application Packet
  - Narrative
  - Amended Plat
  - Site plan
- Traffic Analysis
- Public Comments

ORDINANCE 3281

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO ASSIGN A ZONING CLASSIFICATION OF R-10 MOBILE HOME PARK TO THE PROPERTY LEGALLY 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.

* * * * * * * * * *

WHEREAS, the property owner, Nine Blessings LLC, has petitioned the City of Great Falls to annex Tract 2A of COS 4970, which consists of approximately 24.35 acres, as legally described above, for the development of a manufactured home park**;** and,

WHEREAS, Nine Blessings LLC has petitioned the City of Great Falls to assign a zoning classification of R-10 Mobile Home Park to Lot 1, Block 1 of Portage Meadows Ranch Addition and Tract 2A of COS 4970, upon annexation to the City and zoning map amendment; and,

WHEREAS, the Great Falls Planning Advisory Board/Zoning Commission conducted a public hearing on October 14, 2025, to consider said assignment of zoning of R-10 Mobile Home Park and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the subject property legally described as Tract 2A of COS 4970 and Lot 1, Block 1 of Portage Meadows Ranch Addition, Cascade County, Montana; and,

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 2nd day of December 2025, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the assignment of zoning of R-10 Mobile Home Park for said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.020, and that the said zoning designation be made.

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

Section 1. It is determined that the herein requested R-10 Mobile Home Park zoning request meets the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and Section 17.16.40.020of the OCCGF.

Section 2. That the zoning classification of "R-10 Mobile Home Park" be assigned to Tract 2A of COS 4970 and Lot 1, Block 1 of Portage Meadows Ranch Addition, Located in the S1/2 S1/2 of Section 4, T20N, R4E, PMM, Cascade County, Montana, as shown in "Exhibit A", subject to the setbacks, and other development standards and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading November 4, 2025.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading December 2, 2025.

_____

Cory Reeves, Mayor

ATTEST:

_____

Lisa Kunz,

City Clerk

(SEAL OF

CITY)

APPROVED FOR LEGAL CONTENT:

_____

David Dennis, City Attorney

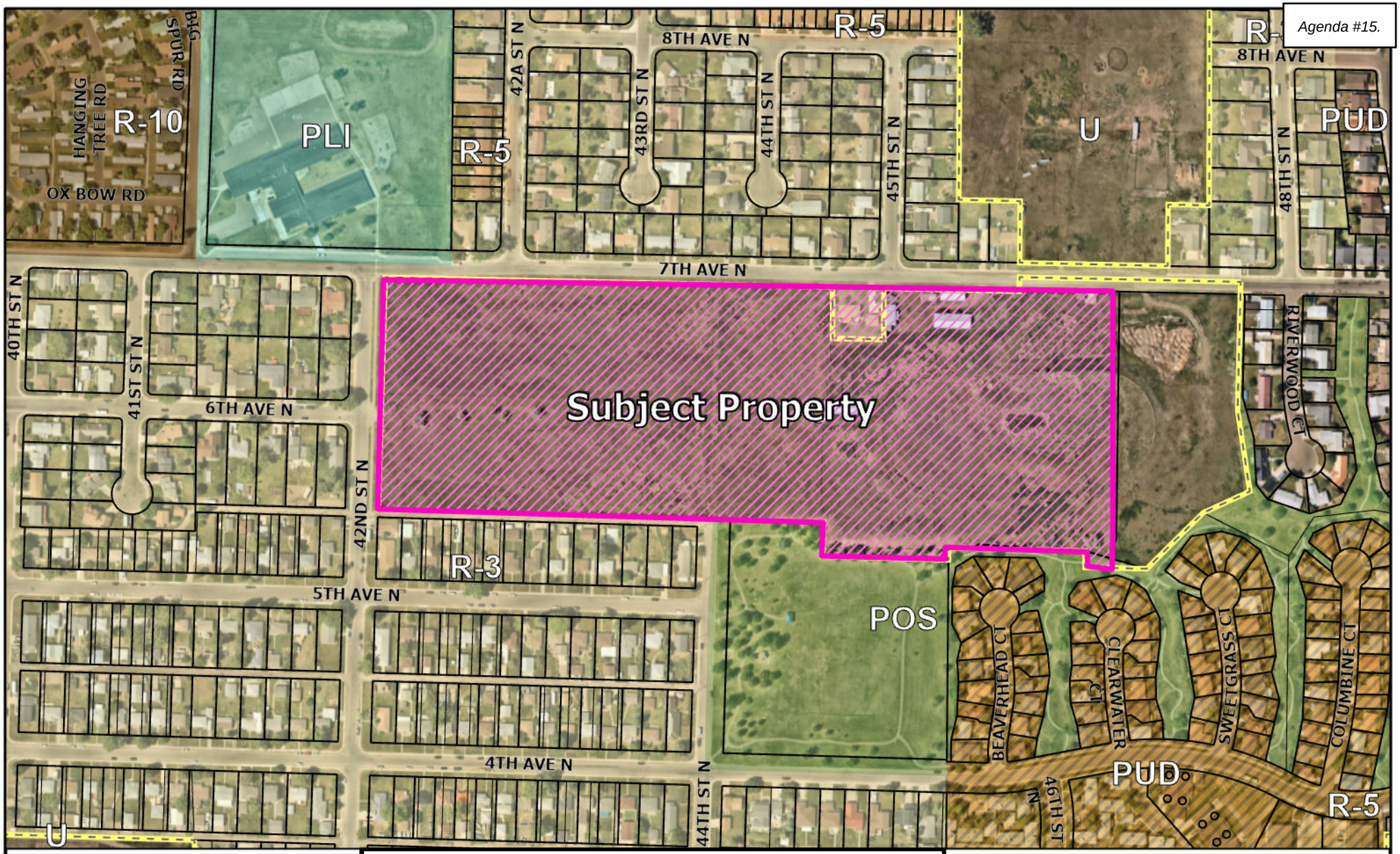
State of
Montana (County of Cascade : ss City of Great Falls)

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3281 on the Great Falls Civic Center posting board and the Great Falls City website.

_____

Lisa Kunz, City Clerk

(CITY SEAL)



Ordinance 3281
Exhibit A

Tract 2A of COS 4970 and Lot 1, Block 1 of Portage Meadows Ranch Addition

City Streets

City Limit

Parcels

0 50 100 200 Feet

BASIS OF DECISION – 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.

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 assign the R-10 Mobile Home Park zoning district to the subject property 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 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:

Social – Housing (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.

Economic – Community Vitality (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.

Physical - Land Use (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 Nine 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 Annexation 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 states that the development will meet that requirement in most locations 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 potential residential trips will be dispersed in three different directions, and that 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.

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.

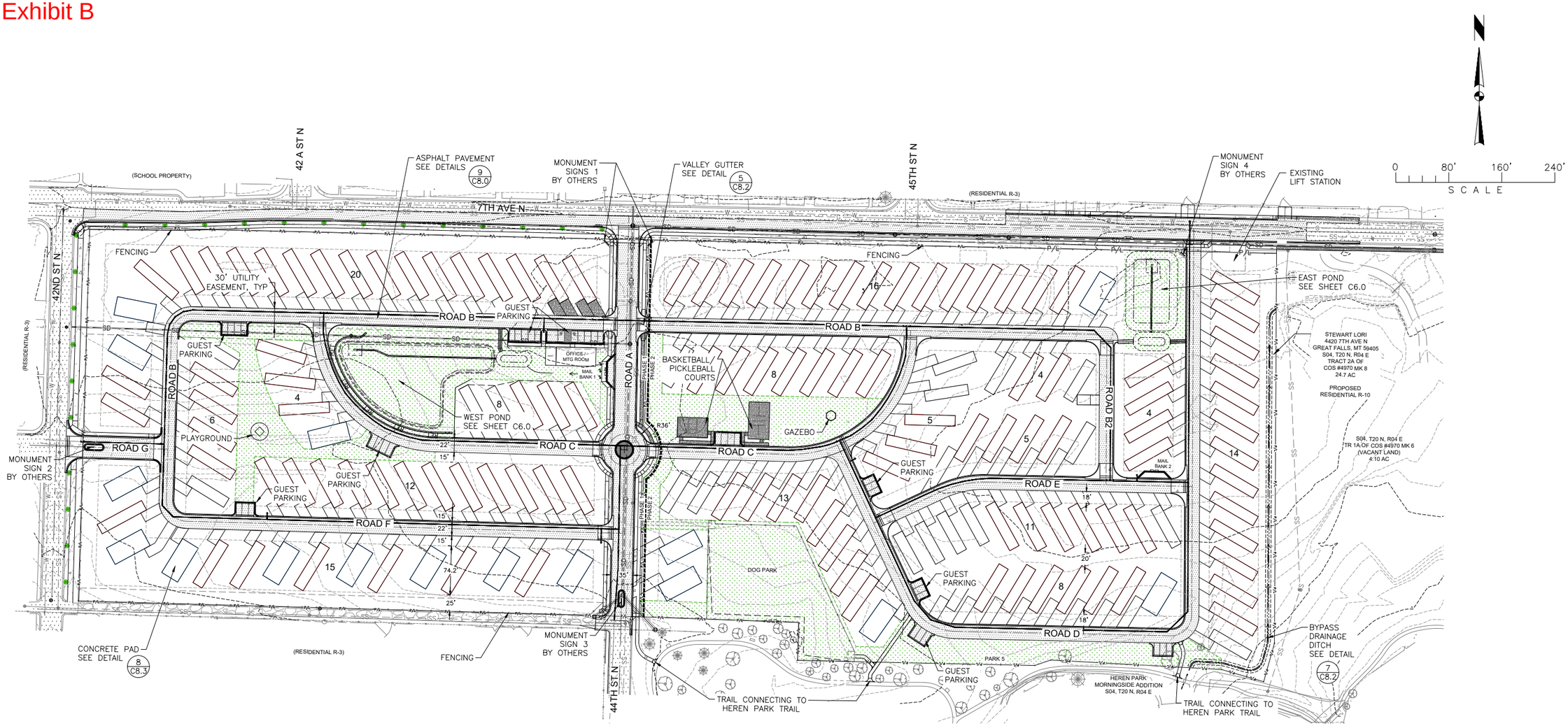
DEED REFERENCE: R0439760

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



SIZE	%	MIN #	ACTUAL
16x76	80%	120	117
16x66	10%	15	17
28x60	10%	15	16
	TOTAL	150	150

LAND USE / DEVELOPMENT STANDARD TABLE

	REQUIRED	PROPOSED
DENSITY	MAX 10 / AC	6 / AC
MOBILE HOME PAD SIZE	MIN 14X70	16X76
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

REVISION | DATE | REV

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:	10/23/2025
JOB NO.	25-071
FIELDBOOK	

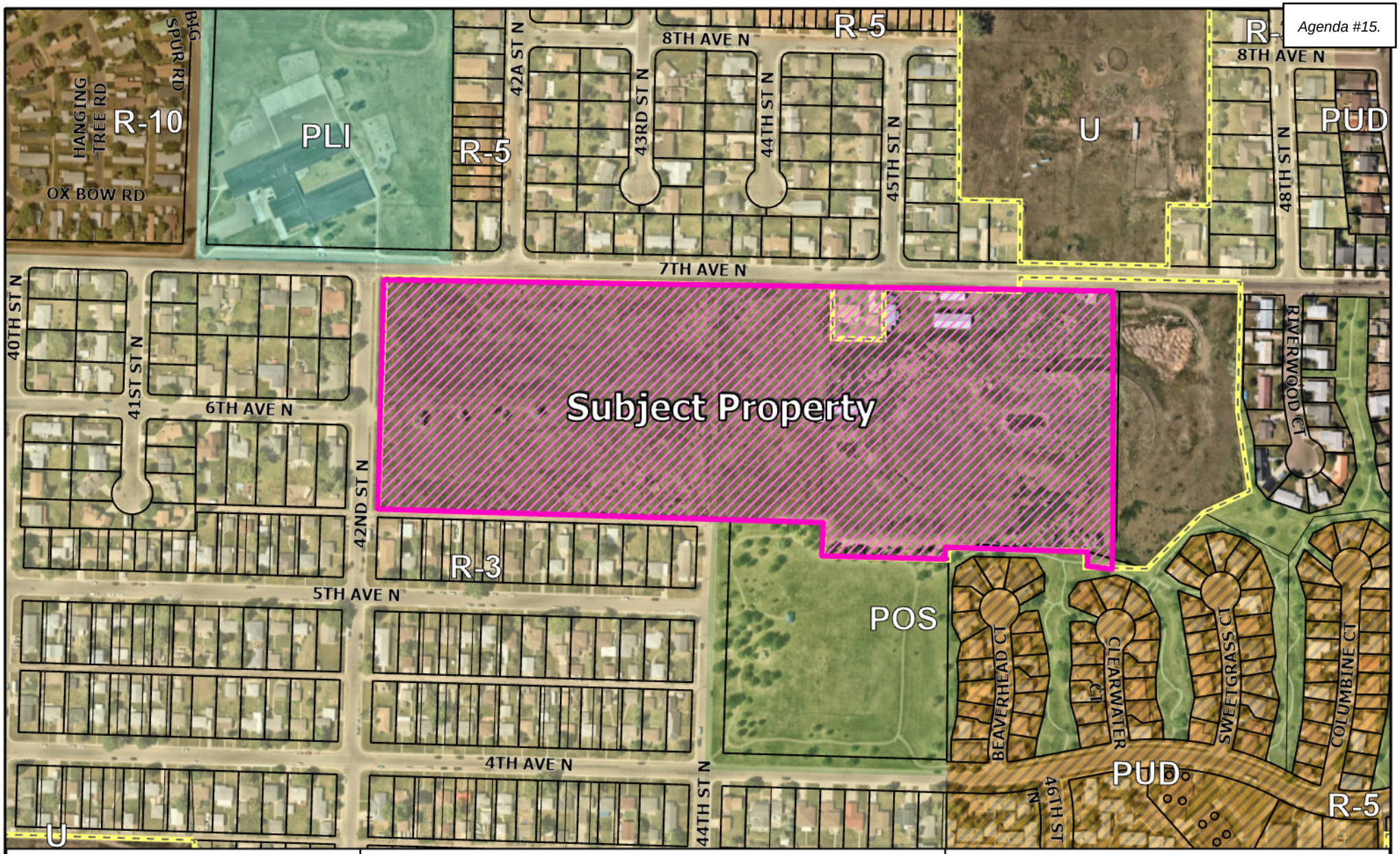
IX BLESSINGS AFFORDABLE HOUSING
GREAT FALLS, MONTANA

OVERALL SITE PLAN

25-071 OVER | VG

SHEET C3.0

PRINTED 2025-10-23, BY RYAN BUFFINGTON, I:\2025\GTF\25-071 IX BLESSINGS MOBILE HOME PARK\06_CADD\CIVIL\25-071 OVERALL SITE.DWG



CITY OF GREAT FALLS MONTANA

Location Map

IX Blessings Mobile Home Court

City Streets

City Limit

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 7th Avenue North and 42nd 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.

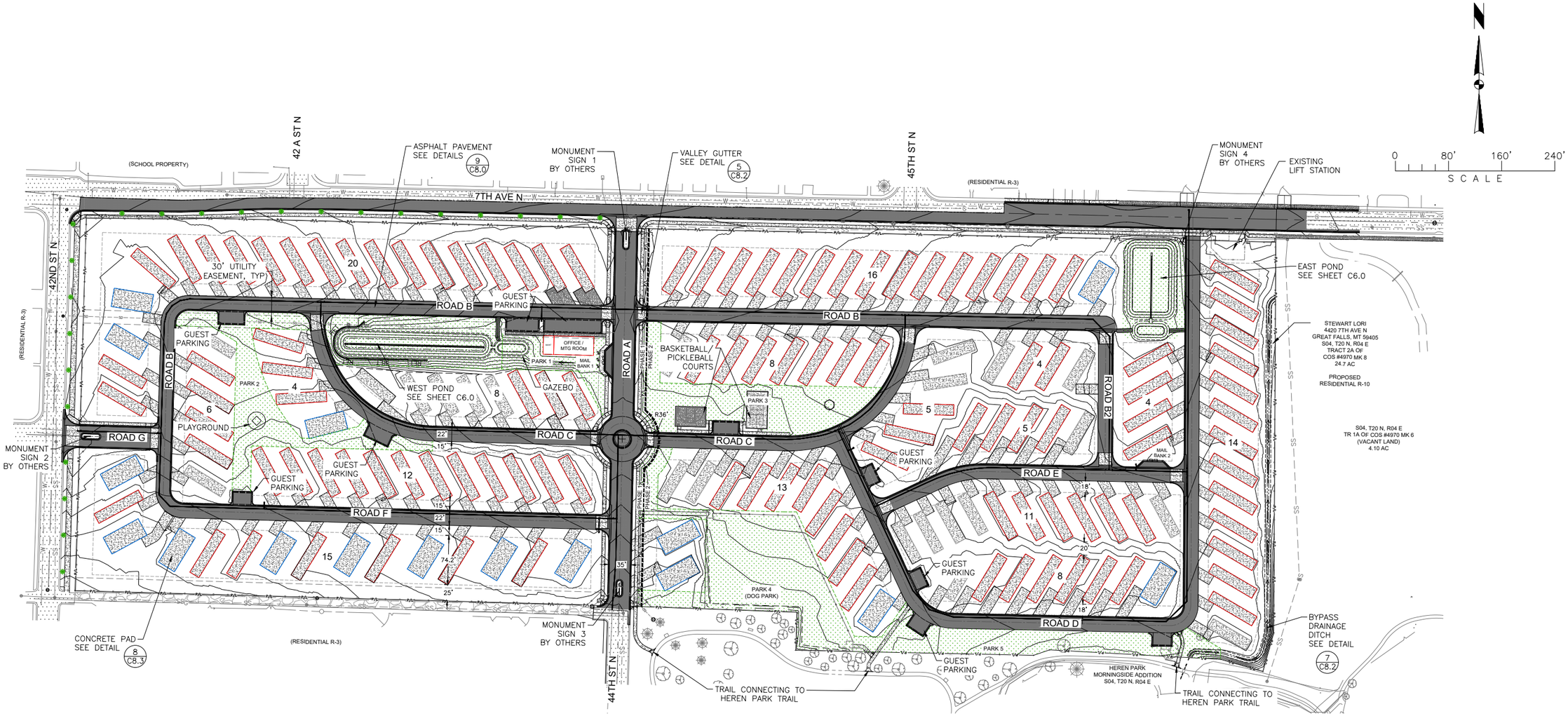
6. REQUESTED DEVIATIONS

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



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

REVISION | DATE | REV

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

DRAWN BY:	RCB
DESIGNED BY:	RCB
QUALITY CHECK:	NCY
DATE:	07/24/2025
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IX BLESSINGS AFFORDABLE HOUSING
GREAT FALLS, MONTANA

OVERALL SITE PLAN

25-071 OVER

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

DRAFT

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 outsides 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

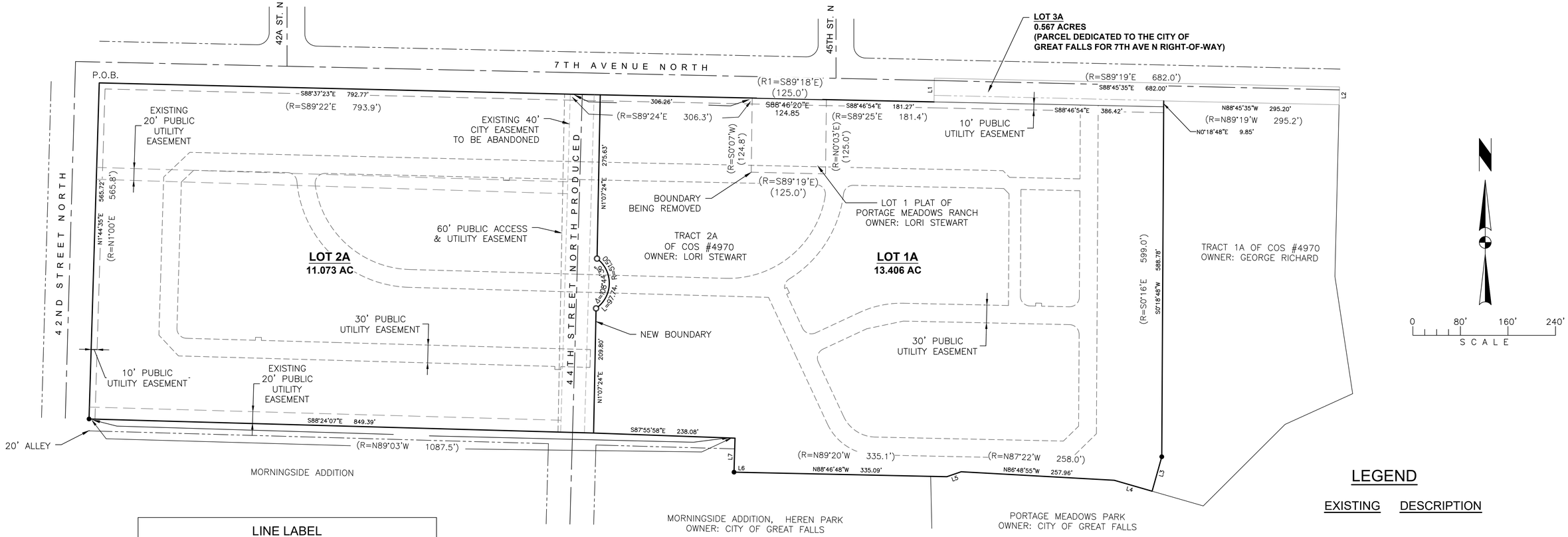
GREAT FALLS–BOZEMAN–KALISPELL–SHELBY
SPOKANE
LEWISTON
WATFORD CITY
MONTANA
WASHINGTON
IDAHO
NORTH DAKOTA

DRAFT

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.

TD&H Engineering — tdhengineering.com

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

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

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: _____

Traffic Analysis
Nine 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.

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:

--Why Manufactured Homeowners are seeking Legislative protections pg. 1
--House Bill 305 The Montana Mobile Home Park Dispute Resolution Program pg. 2
--Governor Hurt Mobile Homeowners with his Veto pg. 3
--A cost comparison of lot rent before and after our parks were purchased by investors pg. 4

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

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

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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

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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

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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.

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 Bower
4124 6th Ave. N

Bower
4124 6th Ave N
Great Falls, MT
59405

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RECEIVED
OCT 8 2025
CITY OF GREAT FALLS
COMMUNITY DEVELOPMENT

Great Falls Zoning Comm.
P.O. Box 5021
Great Falls, MT
59403

59403-502121

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

Oct 13, 2025
Leo Imperi
Great Falls, MT 59404

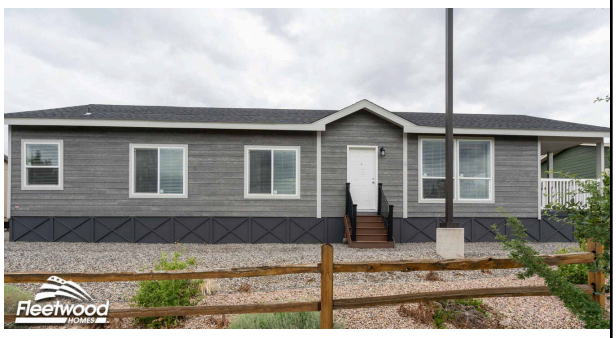
Attn: Planning Advisory Board/Zoning Commission
Agenda Item #5

A letter in support of 9 Blessings Project - The Lariat

I wanted to take a moment to voice support as well as address a few community concerns regarding the development of the 25 acre manufactured home park at 4600 7th Ave N. Specifically regarding market conditions for homes near the park, and the type of asset being proposed by 9 Blessings. I am a realtor with Keller Williams Realty at 202 2nd St S #201, Great Falls. I have been licensed as a Realtor for 8 years.

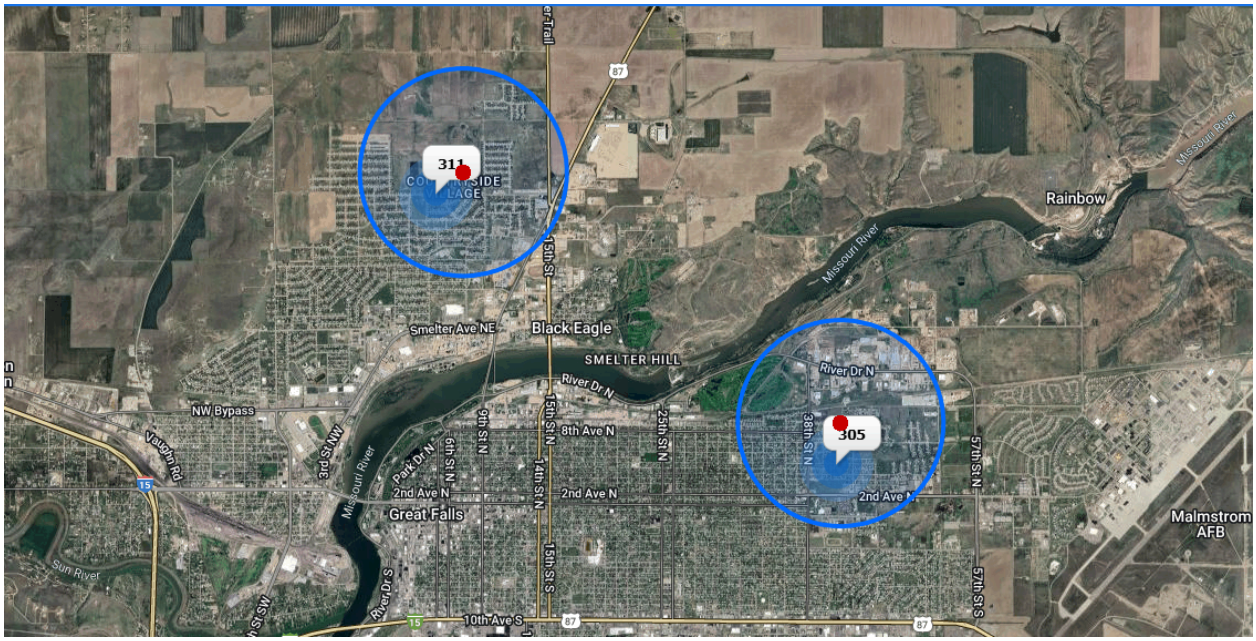
It seems the buzzword ‘mobile home park’ can generate an image in our minds that is unpleasant. We all picture the typical trailer park boys style homes with deferred maintenance, unruly residents, etc.I think it is important to convey to you and the community that this proposed park may actually help boost neighborhood appeal while providing a solution to an otherwise mostly un-developable lot.

Although it's not currently clear on what specific manufacturers' homes will be used in the park, I have seen 9 blessings use Fleetwood and Clayton homes for similar crossmod single family projects in the past. Below are photos from the manufacturer’s website from their standard home collections. There are additional models that look even more like a site built single family home beyond these examples.



Lastly, I wanted to touch on the impact on home values near a park like this. It's important to keep in mind these would likely be brand new, or close to brand new homes in the 9 blessings development. When we look at Countryside Village or Highwood Mobile Home Park (the closest examples at this scale) the homes here are generally older albeit in good condition.

I took Highwood Park and Countryside Village and set a ¾ mile radius search including single family homes, townhomes, and condos that have sold over the last 5 years near these parks. 305 Sales near Highwood Park, and 311 near Countryside Village. Mobile Homes were excluded. This was done in the Montana Regional MLS.



Below are some rudimentary market statistics for these 616 home sales over the last 5 years near these two mobile home parks:

Market Analysis

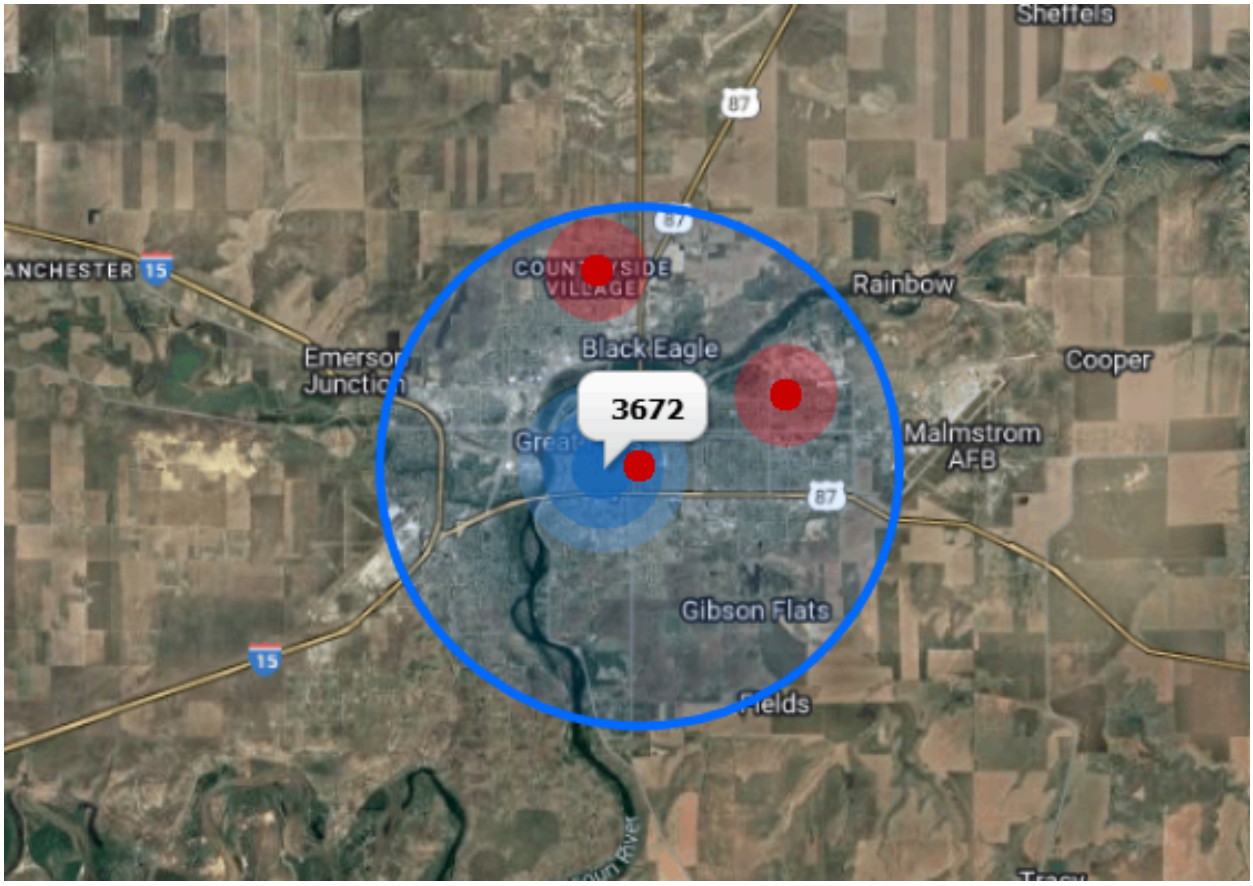
Status: Closed 616

	Beds	Baths	Liv Sqft	Acres	List Price	DOM	Close Price
Avg	3.7	2.2	2047	0.195	$333,143	55	$336,231
Median	4	2	1890	0.194	$319,900	46	$323,750

Criteria

MIs Status is 'Closed' 10/13/2025 to 10/14/2020 | Property Sub Type is one of 'Single Family Residence', 'Condominium', 'Townhouse' | State Or Province is 'Montana' | Property Type is 'Residential'

Next I ran the same search for the entire city over the last 5 years with the 616 near the two parks excluded. This showed 3,672 sales.



Running the same report, we get the following basic statistics:

Market Analysis

Status: Closed 3672

	Beds	Baths	Liv Sqft	List Price	DOM	Close Price
Avg	3.4	2.3	2002	$291,338	56	$290,658
Median	3	2	1920	$275,000	47	$275,000

Criteria

Mls Status is 'Closed' 10/13/2025 to 10/14/2020 | Property Sub Type is one of 'Single Family Residence', 'Condominium', 'Townhouse' | State Or Province is 'Montana' | Property Type is 'Residential' | Latitude, Longitude is around 47.50, -111.28, is not around 47.51, -111.24, is not around 47.54, -111.30

Some notes of comparison between the two reports:

- Almost identical days on market (DOM) indicating there's no uptick in the time it takes to sell homes near these two existing parks (Median - 46 vs 47 days)
- Average closed prices near the parks are actually higher than the city-wide averages (Median - $323,750 vs $275,000) That's a difference of about 18%.

Please note, I am certainly no economist! I just wanted to use my realtor-given resources to help share a perspective with you and our concerned community. I can only speak on the demands and needs of those I work with every day who look for homes in our community and I can’t think of a more important priority than our affordable housing shortage.

Respectfully,

Leo Imperi

Outlook

FW: Thumbs Down On 7th Ave. North And 45th Street Development

From Lisa C. Kunz <lkunz@greatfallsmt.net>
Date Wed 10/15/2025 3:48 PM
To Krista Artis <kartis@greatfallsmt.net>

From: James Schroeder <deviousgrizzly@gmail.com>
Sent: Wednesday, October 15, 2025 3:12 PM
To: commission <commission@greatfallsmt.net>
Subject: Thumbs Down On 7th Ave. North And 45th Street Development

Some people who received this message don't often get email from deviousgrizzly@gmail.com. Learn why this is important

To: Great Falls City Commission Members

The indifference displayed by both the Great Falls City Community Planning Board and the Great Falls Commission in regards to the proposed mobile home park at the 7th Ave. North and 45th street location by Morningside Elementary School is daunting to say the least. The gaslighting is atrocious. There have been public statements made by various Great Falls commission members that this will help produce more property tax money for the community. But there have been many members of our eastside Great Falls community who have spoken out against this proposed development but the Great Falls Planning Board and Great Falls City Commission have ignored those comments in favor of creating an expensive mobile home park that is clearly being constructed to enrich a landlord. I live in Portage Meadows near the proposed mobile home park and my basement gets hit with drainage water every time it rains or thaws. And it has been doing it since my family moved into the residence since 1983. The water drainage is horrible in Portage Meadows and the Great Falls City Commission knows it. The proposed mobile home park construction area is a drainage pond for the region. It typically fills with excess rain water and excess water drainage. The proposed construction will impede its drainage use and the drainage will likely spill elsewhere like into Portage Meadows and other areas in the region. I have called the Great Falls City Community Planning Board numerous times but their manager refuses to speak with people who live in the area including me. I feel like it's a cover up. I'm always told that the Community Planning Board manager is in a meeting. How is that possible? It's just an excuse. The Planning Board manager obviously refuses to hear any negative complaint in relation to the proposed mobile home park development. And due to how the Great Falls City Commission and Great Falls Community Planning Board handled the Dick's RV Park apartment proposal which wasn't granted specifically for the supposed wealthier members of the Fox Farm neighborhood, I feel like this matter needs to go into some form of formal legal litigation and possibly a class action lawsuit against the City Of Great Falls for obviously ignoring the negative comments and opinions by members of the community in relation to this proposal. It just feels like a cash grab by the Great Falls City Commission so they can earn more property tax dollars and they refuse to deal with the reality that they are allowing a developer to build upon a drainage pond for the region.

P.S. This mobile home park development proposal highlights a need for the City Of Great Falls to split into two communities - East Great Falls and Great Falls with separate planning boards and city commissions due to the lack of eastside neighborhood representation at the Great Falls City Council and Great Falls Community Board.

James Schroeder
404 Beaverhead Ct.
Great Falls, MT 59405

deviousgrizzly@gmail.com

Planning/Zoning Board 9-Blessings MHP public stmt 10/14/25

Planning Board Members,

My name is Ron Paulick, Neighborhood 4 resident,

I have previously emailed you various information regarding MHPs and my concerns.

Today I'd like to thank the planning department for their letter to residents residing near the proposed 9-Blessings development. It helped several of us to actually speak to over 90 residents. 88 of whom were not in favor, approximately 8-10 had no opinion, and not one said "I want it".

As stated in the agenda we are to address annexing the 9-Blessing MHP development into their neighborhood.

What we heard are very important concerns. Those concerns go beyond zoning requirements and are essential prior to approval.

Traffic safety issue: 154 additional homes with potentially 308 additional cars at peak hours trouble residents. One resident replace 3 trucks because of reckless drivers before this development was even thought of. A school cross walker was afraid of traffic now. With MHP kids going to Morningside School the cross walker was terrified thinking of it.

A traffic count was completed. As best as one 7th Ave North resident could remember, that person said "Why was it only a three day sampling." The department's study gives traffic numbers but not dates. The department did state "see the appendix," but I could not find the appendix in the agenda packet. So the question needing to be asked is "What if the traffic sampling was done before school even started? The traffic data could be flawed and erroneous.

Also, the agenda packet indicates all traffic issues, road improvements, signage, etc. will be address but the cost wasn't. Has a cost evaluation, with line item income and expenses, been completed? If so where is it for the public to be review?

Affordability issue: Has the developer given any indication of housing costs and other approximate resident payments? If not, why not? Housing costs define affordability or attainability. Ask 9-Blessings to give you some numbers before approval. If they claim affordability they need to prove it.

The Planning department states in their justification section the park property value will increase. Yes it will, for 9-Blessing, but not potential home owners who don't own the land or pad under the house. A resident realtor stated selling a home without the land is

outright unethical. Not owning the land you gain little equity and you are rarely able to step up into a better home.

Meadowview HMP, just blocks away to the south and having similar soils tested by TD&H, offers a far better arrangement. Sell the land and manufactured home together, i.e. build equity.

Also, have you read the 36 page Lariat Community Lease Agreement? Check out the language and words carefully for the potential other costs tenants will pay. After reading you would give second thoughts just like I did.

In my opinion GFDA needs to target businesses to Great Falls that pay workers higher wages. MHPs add little good paying jobs.

I and another resident did some basic calculations to determine affordability. My calculations found 2024 estimates to build a manufactured home ran $80 - $160 per square foot. Transportation from factory to MHP location runs $50 - $100 per square foot. To build a basic 1200 square foot home the construction cost $96,000 to $192,000. Transportation cost $60,000 to $120,000. Total cost $156,000 to $312,000. Adding electrical, water, wastewater hookup fees, along with water and electrical usage, home insurance and other tenant monthly lot lease fees affordability is not the correct word for Great Falls working class home buyers.

A simple monthly mortgage at 8% for 30 years for the total prices of $156,000 and $312,000 would be $1,145 to $2,289 per month NOT including other living costs. Using the 30% income housing cost factor, those figures equate to a yearly income of, $45,800 - $91,560. Neilsberg Research suggests inflation adjusted 2023 median income was at $63,900 in Great Falls. That's a reasonable income for purchasing a used home with land.

<u>Zoning Code 17.20.6.010 (Ord. 2950, 2007):</u> Those codes were established 18 years ago. They are outdated for 2025. The Code title specifies Mobile Home Park. Yes the definition of Mobile was changed to include Manufactured homes. However manufactured homes squired to a pad are hardly movable without high costs, no wheels, and no place to put it.

Pad size as stated in code "...pad shall be at least 14' wide & at least 70' long. Note the words "at least". I.e. the pads can be larger. Why then are 154 homes being proposed? Why not fewer larger and nicer homes? That would certainly increase the value of neighboring homes. That's what residents want. Is the business model the reason for not?

Fewer homes mean less traffic, less traffic safety, a more compatible neighborhood, and other neighborhood concerns.

The current City Planning document is dated 2013. The future is tomorrow, so what is stated specifically about Mobile Home Parks in the Future Great Falls 2025 planning document?

Note about pads. Language in the code specifies minimal requirements. Having talked to a local building contractor, residents and investigating mobile home pad/foundations I learned: Soil of this type move and lift making it hard to predict what the pad will do. This dilemma is the variable of weather conditions. It's better to take the best engineering suggestion. The best may drive up developer costs but may cut costs in the long run. However if the engineering firm wants the best, and the city has the least costly or HUD approved pad design, the developer has to decide which to pick. If the developer makes the wrong decision an ugly legal battle may start if the privately owned home is damaged. This already happened some time back in Great Falls. Unfortunately the home owner may be left out in the cold.

Code line item Q, Common storage area: It refers to boats, trailers, recreational vehicles, and similar equipment. I found no area of this type laid out. A common storage area should be made available for 154 home owners! Storing vehicles is expensive. Parking restrictions in the lease exemplify the need for a common storage area.

Here are my last words. Probably all scriptures say something about caring for our neighbors not just the ones next door. It's those words this neighborhood is following. Not just for neighbors around and beyond the MHP, but also within 9-Blessings.

Thank you,

Ron Paulick

City Commission Meeting regarding Annexation - 9-Blessings Resolution - first readings

Mayor Reeves, City Commissioners, City Staff.

Ron Paulick, Neighborhood 4 resident,

Previously I emailed you information regarding MHPs and my concerns.

Several of us talked to over 115 residents about the subject 9-Blesings development. Here are signatures of 105 residents not in favor of this annexation. No one asked said "Yes".

These sheets will be submitted to you before the second reading of the 9-Blessings resolution. We will continue to collect signatures up to that time.

A question I asked "Is annexation for R-10 zoning appropriate for this neighborhood? My answer is no.

Residents stated important concerns, many of which were beyond annexation requirements. However, those concerns represent their values. Values built by their blood, sweat, and tears to keep their neighborhood a pleasing place to live in. Please regard these values in your decision making process.

Annexation and zoning concerns:

Regarding Zoning Code 17.16.7.060: Imposition of Annexation Conditions. It states "In approving the application the City Commission may impose conditions as may be necessary to show the annexation is in the public interest."

Regarding Zoning Code 17.20.6.010 (Ord. 2950, 2007). These codes were established 18 years ago. They are outdated for today's MHPs. Other factors for today's manufactured homes are not clearly addressed in this outdated code. Like move ability of manufactured homes. Structural damage may occur if moved. Also, the businesses of today's MHP's are different from past operations.

Pad size as stated in code states "...pad shall be at least 14' wide & at least 70' long. Note the words "at least". Pads can be larger. Why then 154 homes? Why not establish an annexation condition that fewer homes be placed on larger lots? Or rezone the annexed property to R-3 for compatibility with the surrounding R-3 zoned property. Compatibility is not mentioned in the R-10 directives. It should be. Establishing this compatibility condition helps to increase or retain home values for surrounding residents. Also fewer homes mean less traffic and safety issues all year round, enhancing compatibly and living conditions for all neighborhood home owners.

Please note the current City Planning document being used is dated 2013. The future is tomorrow. Where does Mobile Home Parks fit in the Future Great Falls 2025 plan? I did not see the question "Do you propose or oppose a MHP in your neighborhood." Not asking that question hamstrings the future with directives from the past? Annexation at this time

would be inappropriate. Finalize Future Great Falls 2025 first. Please don't damage this neighborhood by disregarding its future.

Take note of Zoning Code 17.20.6.010 line Q, Common storage area refers to boats, trailers, recreational vehicles, and similar equipment. I found no such area in the developer's drawing. 600+ potential residents in this development! A common storage area should be an annexation R-10 condition. It should not be an option. Also take note of the 9-Blessings 36 page Lariat Lease Agreement. It specifies parking restrictions thus exemplifying the need for a common storage area.

Other Related Annexation issues:

A geotechnical report with mitigating home placement requirements, I am told, is available after approval of a MHP. How odd! It's an important cost factor for any house construction. It's an important factor for determining affordability and attainability. That report is necessary for determining proper land use before annexation.

Additional cars always impacts neighborhoods at all hours of the day spring, summer, fall or winter. Think about hazardous winter weather condition. This troubles families especially those with children.

There could potentially be more than 600+ residents and 308+ cars in just 24 acres. Extremely high density for neighbors living in R-10 or R-3 zoned property.

Traffic counts were stated as being completed. However, sufficient data may not have been collected. This questions the reliability of the city's traffic study. Has a resent winter traffic count for 7 Ave No. by the Morningside School been completed? Also, mitigating traffic problems may be extremely expensive. No costs estimates have been given.

Hopefully a cost evaluation has been completed to determine if the 9-Blessings business property tax revenue covers city infrastructure expenses before and after construction. If so where is it for public review? It's their money. It should be consider before annexation.

Upslope's Meadowview MHP development offers selling the lot and manufactured home together. That option builds home owner equity for working class people. 9-Blessings officials' state lots will not be sold just the manufactured homes.

The developer has given total home costs plus other resident payments? If not, why not? Knowing those figures define affordability and attainability. Who pays the business property tax? That tax might be added to tenant fees.

Neighbors in this area want city developments that pay workers higher wages. Not for them but for their children that may want a nice single family home next to their parents.

Thank you,

Ron Paulick