



City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
October 21, 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

PETITIONS AND COMMUNICATIONS

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

1. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

2. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

3. Reappointment to the High Plains Conservation District Board of Supervisors (formerly Cascade Conservation District)
4. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

5. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

6. Minutes, 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 and therefore repeal Resolution 10043 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.
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.
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.

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, a governmental purchasing service cooperative, for a total of \$446,100.

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

PUBLIC HEARINGS

OLD BUSINESS

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. *Action: Adopt or deny Res. 10605. (Presented by Melissa Kinzler)*
17. Resolution 10609, Establishing a Super TIF Advisory Committee for all City Tax Increment Financing (TIF) Districts. *Action: Adopt or deny Res. 10609. (Presented by Brock Cherry)*
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. *Action: Accept or not accept Ord. 3280 on first reading and set or not set the public hearing for November 4, 2025. (Presented by Brock Cherry)*

CITY COMMISSION

19. Appointments, Great Falls Citizen's Council.
20. Miscellaneous reports and announcements from the City Commission.
21. 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: October 21, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Reappointment to the High Plains Conservation District Board of Supervisors (formerly Cascade Conservation District)

From: City Manager's Office

Initiated By: Cascade County Conservation District

Presented By: City Commission

Action Requested: Reappointment to the High Plains Conservation District Board of Supervisors

Suggested Motion:

1. Commissioner moves:

"I move 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."

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

Staff Recommendation: 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.

Background: John Chase has served on the Board of Supervisors since February of 2003. The Executive Director, Tenlee Atchinson submitted the attached letter to formally request that Mr. Chase be reappointed for another three-year term.

Purpose

The High Plains Conservation District is a seven member commission, five members elected at-large at the general election, and two appointed. Conservation district officials establish and implement programs to protect and conserve soil, water, prime and unique farmland, rangeland, woodland, wildlife, energy and other renewable resources on local, non-federal lands. Member duties include: identify local conservation needs, and develop, implement, and evaluate programs to meet them; educate and inform landowners and operators, general public, and local, state and federal legislators on conservation issues and programs; supervise other volunteers and paid staff working with the district, coordinate with cooperating agency personnel; administer the district by delegating tasks through a structure of board officers and members, committees, and others, raise and budget district funds and report on activities to the public; coordinate assistance and funding from federal, state and local government district associations and private groups.

Desirable member qualifications include an interest and background in conserving renewable natural resources.

Evaluation and Selection Process

No advertising was done for this opening since Mr. Chase is eligible for reappointment and it is recommended by the district.

The Conservation District Board of Supervisors is a separate political entity and is governed under the Conservation District Laws through MCA Title 76, Chapter 15. Because of this, the City policy concerning appointments to Boards and Commissions does not apply to the Conservation District Board of Supervisors. Therefore, Mr. Chase is eligible for reappointment to another term.

Concurrences: The Conservation District has indicated support for Mr. Chase's reappointment.

Alternatives: Commission could deny the request for appointment of Mr. Chase and direct staff to advertise for this board position.

Attachments/Exhibits:

Letter of Support



HIGH PLAINS

CONSERVATION DISTRICT

October 2, 2025

City of Great Falls
PO Box 5021
Great Falls, MT 59404

RE: Urban Supervisor Reappointment

Dear Commissioners:

As you know, Montana law allows the incorporated cities located within the High Plains Conservation District (HPCD), formerly Cascade Conservation District, to appoint a representative to the district board of supervisors. This "Urban Supervisor" as they are known, is appointed by the City to a 3-year term as a full voting member of the board representing the City's interests.

Mr. John Chase has served on the HPCD board of supervisors as the City of Great Falls appointee for the past 22 years and is actively involved in many projects that benefit the City's interests. John has stated an interest in continuing in his current role as an urban supervisor with the High Plains Conservation District and therefore, we respectfully request the reappointment of John to another 3-year term. This term will commence January 1, 2026, through December 31, 2028.

Thank you for your time and prompt attention to this matter.

Cordially yours,

HIGH PLAINS CONSERVATION DISTRICT



Tenlee Atchison
Executive Director

JOURNAL OF COMMISSION PROCEEDINGS
October 7, 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 and Grant Administrator Tom Hazen, City Attorney David Dennis, Human Resources Director Gaye McInerney, Police Chief Jeff Newton, and City Clerk Lisa Kunz.

AGENDA APPROVAL:

The City Manager noted there should be three appointees when the Commission makes their motion for Agenda Item 18. 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.

MILITARY UPDATES

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM MONTANA AIR NATIONAL GUARD (MANG).

Colonel Maureen Maphies, Deputy Commander, 120th Airlift Wing, provided the following updates:

- The Site survey has been delayed to January, in correlation with the arrival of the first aircraft.
- Five pilots are qualified, and four pilots are in training.
- The closing for the drop zone property is expected to occur in December.
- The ramp upgrades are complete for the arrival of the new C-130J aircraft.

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- Due to furloughs, celebration events did not occur for Gen. Buel Dickson who retired as of September 30th, relinquishing command of the Montana Air National Guard to Gen. Trace Thomas. Wing Commander, Col. Scott Smith, moved up to Chief of Staff that Gen. Trace Thomas was holding. Jason Green is the Wing Commander as of October 4, 2025.
- Appreciation was expressed for community support of the 136 deployers and aircraft that returned home in September.
- Three airmen are currently deployed and 16 airmen will be deployed in the near future.

PETITIONS AND COMMUNICATIONS

2. **Ben Forsyth**, City resident, commented that he has appeared before the Commission approximately 20 times to discuss what he describes as scientifically proven harms of marijuana. He expressed concern that the Commission's inaction on the issue amounts to support for those harms. Mr. Forsyth compared several Montana statistics with national averages and concluded that the rate of child neglect in Montana is disproportionately high.

NEIGHBORHOOD COUNCILS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon updated the Commission as follows:

Great Falls Animal Shelter

- At a recent two-hour free rabies vaccination clinic, the Great Falls Animal Shelter vaccinated 210 animals in two hours.
- The Great Falls Animal Shelter held a "Raise the Woof" comedy night to raise funds to maintain the facility, vaccination events and taking care of the animals.
- Tomorrow kicks off the Bissel Pet Foundation's Empty the Shelters event that runs through October 15, 2025.

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Ongoing hiring processes

- Jeremy Jones has been appointed as the next Deputy City Manager and will start October 31, 2025.
- Initial interviews are ongoing with Park and Recreation Director candidates.
- Jeremy Virts has been named the Interim Fire Chief for the next 30-days. The position will be rotated monthly between two leadership team members.

Manager Doyon also announced that, pursuant to the authority granted to him by the City Commission, he executed a blend and extend contract on September 17, 2025, with Guzman Energy to supply energy to the City at \$69.95/megawatt hour for a 33-month term through June 30, 2028. All the other terms previously agreed to remain in effect. He is expecting approximately \$115,000 in energy savings over the term of the contract.

The Public Works Department took delivery today of two new snow plow trucks that were ordered in 2023.

Manager Doyon recognized Darren Yatsko, Street Division Foreman, on his retirement from the City and expressed appreciation to Darren for his 30-years of service.

CONSENT AGENDA

6. Minutes, September 16, 2025, City Commission Meeting.
7. Total Expenditures of \$3,698,955 for the period of August 28, 2025, through September 10, 2025, to include claims over \$25,000, in the amount of \$3,000,789.
8. Contracts List.
9. Approve the Final Payment for the Mansfield Theater Ceiling Repair Project in the amount of \$22,024.50 to Custom Plaster, LLC, and \$225.50 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments. **OF 1833.1**
10. Set a public hearing for November 4, 2025, on Resolution 10604 to amend Resolution 10545, modifying the existing Conditional Use Permit (CUP) for Ponderosa Solutions LLC, located at 6501 18th Ave N., to allow for the handling of additional hazardous substances.
11. Approve a Professional Services Agreement with Matrix Consulting Group in the amount of \$94,792 for the Great Falls Comprehensive Fee Study, Cost Allocation Plan, and Park and Recreation Operational Efficiency Review, and authorize the City Manager to execute the agreement.

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

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

Commissioner McKenney referred to Agenda Item 11 and suggested this is the perfect time to work on marketing the Scheel's Aim High Big Sky facility, getting more memberships, and looking at rates to reduce the subsidy from the general fund.

Commissioner Wolff commented that the Scheel's Aim High Big Sky facility is a huge facility that offers lots of services. She doesn't understand why anyone would think the facility would not be in the red after one year. She encouraged positive communication and messaging about the facility.

Manager Doyon clarified that taking a look at marketing the Scheel's Aim High Big Sky facility is an element of the contract with Matrix. He provided background information on the grant opportunity that the Commission pursued. It brought back an indoor pool complex combined with a recreational center to integrate different revenue streams into one facility. After committing to the grant, Covid dramatically impacted inflation rates, materials, and costs for chemicals. Another impact during that time was an adjustment to energy rates, which was not part of the original pro forma. It was very clear that the City would always have to subsidize any facility the City constructed, combined or not, or independent or not. The question is how much of a subsidy is required to operate that facility successfully, either with improved marketing or looking at a different operating model all together. His hope is that this study will ask the hard questions of the community and realize the costs for fees and services. The neighborhood pools also need updates and there are other amenities at end of life that the City will have to have conversations about with the community.

Mayor Reeves called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

12. CITY OF GREAT FALLS STORMWATER MASTER PLAN. OF 1361.1

- I. Ordinance 3279, amending Title 13, Chapter 24, Referencing the City of Great Falls Stormwater Master Plan.**
- II. Resolution 10600, adopting the City of Great Falls Stormwater Master Plan.**

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

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Public Works Director Chris Gaub reported that the requested action is to conduct a public hearing and subsequently adopt the updated Stormwater Master Plan via Ordinance 3279 and Resolution 10600. The Master Plan has not been updated since it was first published in 1989.

This item was first presented at the Commission meeting on September 16, 2025. To recap, the Plan provides a comprehensive analysis of the city's stormwater system. It highlights deficiencies and evaluates various projects to address issues. These efforts help preserve our waterways and decrease damage to property from drainage issues. It is also important for compliance with the Municipal Separate Storm Sewer System permit, or MS4 permit.

The proposed update takes into account all of the progress made over the past 36 years and considers current and future growth areas. This update also provides the first city-wide digital stormwater model, which will assist staff in infrastructure planning and also with responding to developer requests for system capacities.

Staff held a public comment period, including an open house, and revised the Master Plan to incorporate suggestions and minor corrections where practical. No major changes were introduced.

Ordinance 3279 would update the City Code that currently references the City's 1989 Storm Drainage Master Plan to instead state: the "most recent edition" of the Master Plan. Resolution 10600 would then formally adopt the updated Stormwater Master Plan.

Mayor Reeves asked if the Commissioners had any questions of Director Gaub. Hearing none, Mayor Reeves asked if there were any comments from the public in support of Ordinance 3279 and Resolution 10600.

Jake Clark, Great Falls Development Alliance (GFDA), commented an updated storm water master plan is great news. For a variety of different development in Great Falls, GFDA continues to run into storm water as a challenge to getting things done. Having some predictability and a plan that developers can look at to see if an area of town they are looking at developing is on pace to have those issues being addressed by the City is really helpful information. It is helpful for developers considering large scale or housing projects to see the current storm water infrastructure in place, and if improvements are forthcoming or not. This gives predictability to the development community and is well received.

Mayor Reeves asked if there were any comments from the public in opposition to Ordinance 3279 or Resolution 10600. Hearing none, Mayor Reeves closed the joint public hearing and asked the will of the Commission.

Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission adopt Ordinance 3279.

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

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Commissioner McKenney inquired how this plan would fit with the upcoming growth policy.

Director Gaub responded that the plans will work together to be successful.

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

Motion carried 5-0.

Commissioner Tryon moved, seconded by Commissioner Wilson, that the City Commission adopt Resolution 10600 adopting the City of Great Falls Stormwater Master Plan.

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

13. REQUEST FROM JOSEPH AND JESSICA BOSO FOR ANNEXATION AND ASSIGNMENT OF ZONING FOR PROPERTY ADDRESSED AS 1420 17th AVENUE SOUTHWEST.

- I. Resolution 10595, to approve the annexation of the subject property and the adjoining right-of-way of 18th Alley Southwest.**
- II. Ordinance 3277, to assign R-3 Single-Family High Density zoning district for the subject property.**

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

Planning and Community Development Director Brock Cherry reported that Resolution 10595 proposes the annexation of property at 1420 17th Avenue Southwest and the adjoining 18th Alley Southwest right-of-way, along with approval of the Annexation Agreement. Ordinance 3277 is presented to assign R-3 Single-Family High Density zoning to the property.

The applicants, Joseph and Jessica Boso, initiated this annexation in order to connect their home to municipal water and sanitary sewer services. A letter was signed in advance permitting early connection, with the understanding that failure to complete annexation would require disconnection at their expense.

The subject property is a 0.34-acre lot contiguous to existing city limits and within a previously annexed area. The requested R-3 zoning aligns with both the existing single-family home and the surrounding development pattern.

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Both staff and the Planning Advisory Board/Zoning Commission recommend approval of the annexation and zoning designation, subject to the following three conditions: Compliance with all applicable codes and ordinances; Execution and recording of the Annexation Agreement; and Future development consistent with R-3 zoning standards.

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

Hearing none, Mayor Reeves asked if there were any comments from the public in support of Resolution 10595 and Ordinance 3277.

Hearing none, Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10595 and Ordinance 3277.

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

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10595 to annex the property legally described as Lot 4A, Block 7, University Addition and approve the accompanying Annexation Agreement, subject to the Conditions of Approval being fulfilled by the applicants.

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

Commissioner Wilson moved, seconded by Commissioner McKenney, that the City Commission adopt Ordinance 3277 to assign R-3 Single-Family High Density zoning to the subject property, subject to the Conditions of Approval being fulfilled by the applicants.

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

14. RESOLUTION 10601, TO ALLOW THE USE OF UP TO \$300,000 IN GREAT FALLS INTERNATIONAL AIRPORT TAX INCREMENT FINANCING INDUSTRIAL DISTRICT FUNDS FOR INFRASTRUCTURE IMPROVEMENTS AND THE ACCOMPANYING DEVELOPMENT AGREEMENT.

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

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Planning and Community Development Director Brock Cherry reported that this item is a public hearing for Resolution 10601, which would authorize the use of up to \$300,000 in Tax Increment Financing (TIF) funds from the Great Falls International Airport Tax Increment Financing Industrial District (GFIA TIFID), along with approval of the accompanying Development Agreement.

The request comes from the Great Falls International Airport Authority to support Phase II of its Industrial Development Project. This phase will extend water, sewer, electric, and data infrastructure to properties west of the Cascade County Detention Center, enabling the development of four to six new 2,400-square-foot industrial bays targeted for manufacturing and aviation-compatible tenants.

Phase I, approved by the Commission in 2021, was completed in 2024 and has already resulted in active leasing, including a Peterbilt dealership.

Staff has evaluated the application under applicable state law, the adopted GFIA TIFID Plan, and the City's TIF funding criteria. Additionally, the proposal was reviewed by the City's third-party legal counsel, Dorsey & Whitney LLP, who confirmed the project's eligibility for TIF funding under Montana Code.

The Airport is not seeking additional incentives or abatements beyond this TIF contribution, and there are enough funds in the district to satisfy the application.

Staff recommends approving Resolution 10601 and the related Development Agreement.

John Faulkner, Airport Director representing the Airport Authority, 2800 Terminal Drive, reported that the Airport Authority has authorized a Development Agreement and approved construction of Phase II condos, consisting of up to six units planned for spring. Airport Director Faulkner noted robust demand for industrial and production space.

Over the past year, especially in response to tariff-related pressures, many businesses have expressed interest in locating production facilities in Great Falls as a strategy to hedge tariff risks. The Authority has received repeated inquiries from companies seeking immediate occupancy; however, when informed that new space could be available only in 18 months, most choose to relocate to other communities.

To address this, the Authority concluded that it is essential to develop inventory in advance to attract and retain businesses. The current development will provide approximately 100,000 square feet of light industrial space, featuring 2,400-square-foot flexible bays designed for small-scale operations such as welding, coating, and light manufacturing.

At present, there are five industrial sites for sale in Great Falls, but none combine City utilities with a 15-foot clear span, making this project a unique product line for the region. The Authority expects this site to serve as a catalyst for broader economic development, especially as the missile upgrade project brings in new small businesses needing production facilities in coming years.

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The Airport Authority has also signed a lease with a new aviation company, to be publicly announced later this month. The company manufactures airport components and multiple airplane product lines and plans to expand to include a hangar and production facility with up to 12 employees.

Airport Director Faulkner emphasized that having ready-to-occupy space is invaluable for fostering economic growth in the community.

He concluded that the water line extension for this project will loop into existing stubs, improving maintenance and reliability. The extension will serve five additional five-acre lots, with over 200 acres beyond that available for future development, ensuring many years of growth capacity.

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

Hearing none, Mayor Reeves asked if there were any comments from the public in support of Resolution 10601.

Jake Clark, Great Falls Development Alliance (GFDA), noted that many of the businesses requiring industrial zoning and the types of spaces supported by this TIF request typically do not build or own their own facilities. Instead, these businesses rely on leased space due to the nature of their business models.

Mr. Clark emphasized that the Airport Authority's development addresses a specific market need by creating flexible light industrial space suitable for a broad range of businesses. The GFDA supports the project, viewing it as both a sound investment and a bold, strategic risk undertaken by the Airport Authority to promote economic growth in the community.

Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10601. Hearing none, Mayor Reeves closed the public hearing and asked the will of the Commission.

Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission adopt Resolution 10601 to allow the use of up to \$300,000.00 in Great Falls International Airport Tax Increment Financing Industrial District funds and approve the accompanying Development Agreement for infrastructure improvements for Phase II of the Industrial Development Project.

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

Commissioner Tryon commented he appreciates the work of the Airport Authority and what it is doing for the community. He pointed out this is the perfect use of TIF funds.

Commissioner McKenney received clarification that the TIF District is the entirety of the airport property, which has all been annexed into the City.

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Commissioner McKenney inquired if developers could buy the airport property or if it could only be leased.

Airport Director Faulkner explained that all airport land originated through federal grants, meaning it is federally restricted and cannot be resold without repayment to the Federal Aviation Administration (FAA). As a result, the Airport Authority does not sell property outright.

Instead, the Authority typically leases land on a long-term basis, allowing lessees to own the improvements (such as buildings) situated on the leased parcels. In some cases, the Airport Authority constructs condominium-style units, which can then be purchased as improvements located on leased land.

Per FAA regulations, airport land may be leased for terms of up to 40 years.

Commissioner Wilson commented that this is a great project and great use of TIF funds.

Commissioner Wolff commented that, being the liaison on the Airport Board the last four years, it has been delightful to learn about the airport and all the things that they are doing.

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

Motion carried 5-0.

15. RESOLUTION 10603, TO ALLOW THE CITY OF GREAT FALLS TO USE UP TO AN ADDITIONAL \$382,690 IN DOWNTOWN URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING FUNDS TO CONTRIBUTE TO THE MANSFIELD THEATER CEILING REPAIR, THEATER SEAT REPLACEMENT, AND CIVIC CENTER ELEVATOR REPAIR PROJECTS.

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

Grant Administrator Tom Hazen reported that the Mansfield Theater hosted the dedication of this Civic Center on April 19, 1940. Since that day the Mansfield has hosted musical assemblies for the Great Falls Public School System, Great Falls Symphony performances, private parties, and town hall meetings. This venue has been visited by celebrities such as George Carlin, Itzhak Perlman, and Yo Yo Ma. This theater has performed all these duties with the original seats and ceiling in place that was installed over 85 years ago.

Additionally, the Civic Center Elevator provides access to the second and third floors of the Civic Center for patrons with mobility limitations. The current Elevator systems were installed in 1983.

The combined forces of age, use, and the elements began to directly threaten the ongoing viability of the Mansfield Seats, the Theater Ceiling, and Civic Center Elevator. The

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Seats grew increasingly uncomfortable and, when broken, expensive to repair. The Ceiling suffered water damage leading to discoloration and instability. The Elevator suffered numerous mechanical failures and service interruptions. Early quotes and estimates placed the cost of these three projects at \$1,128,800.00.

Staff began identifying funding sources for these projects. The Montana Historic Preservation Grant provided \$250,000.00 for the repair of the ceiling. The Montana State Local Infrastructure Partnership Act (SLIPA) provided \$577,500.00 to the Seats and Elevator projects. Finally, a request for \$400,000.00 of Tax Increment Financing (TIF) from the Downtown Urban Renewal District was approved. In total, \$1,227,500.00 of outside funding was collected to fund these renovations.

Unfortunately, several months later, when construction bids were opened, the total final cost of the projects came to \$1,610,190.00 reflecting a funding shortfall of \$382,690.00. This information was presented at the March 18, 2025 Work Session. Staff recommended accepting the bids and going forward with the projects despite the shortage. Staff also presented that it would undertake a capital campaign and request donations and contributions from corporate and individual donors. If that failed, a second TIF request would be submitted. The primary aim being to avoid usage of City general funds. The contracts were approved, and staff began contacting potential donors. Ultimately, the capital campaign proved ineffective, and Staff prepared an increased TIF request and presented it to the Downtown Development Partnership on August 27, 2025. The Partnership unanimously approved the City's request to use TIF funds to cover the \$382,690.00 funding gap.

The balance of the Downtown TIF is \$5,376,464.95 as of today, October 7, 2025, and accrues approximately \$2 million annually.

Outside TIF counsel has verified that this proposal meets the State and Local requirements for TIF eligibility. The Montana Code Annotated states that tax increments may be used by local governments to pay costs for "publicly owned buildings" and "public improvements" if these installations are identified in an urban renewal plan. The City of Great Falls Amended and Restated Downtown Urban Renewal Plan includes increasing the utilization, preservation, and rehabilitation of the Mansfield Theater and Great Falls Civic Center as goals for TIF utilization. The Civic Center and Mansfield Theater are economic drivers in the downtown area. Conventions or performances held in these venues generate revenue for hospitality businesses and other local enterprises. These results align with the ambition of the Renewal Plan to develop a regional destination in downtown Great falls.

In summary, TIF implementation will allow the City to satisfy contractual obligations undertaken to repair the Mansfield Theater and Civic Center Elevator. TIF usage will allow the City to complete these projects without reducing the general fund.

Additionally, there is sufficient balance in the TIF to meet this obligation and any other outstanding approved activity. Finally, this activity is eligible by State and Local

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eligibility requirements. For these reasons, staff recommends that the Commission adopt this resolution and allow for an additional \$382,690.00 to be used for these projects.

Mayor Reeves asked if the Commissioners had any questions of Grant Administrator Hazen.

Commissioner Wilson inquired the alternative if the Commission didn't approve the use of TIF funds.

Grant Administrator Hazen responded the general fund or alternative funding possibilities.

Mayor Reeves asked if there were any comments from the public in support of Resolution 10603.

Hearing none, Mayor Reeves asked in there were any comments from the public in opposition to Resolution 10603. Hearing none, Mayor Reeves closed the public hearing and asked the will of the Commission.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10603.

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

Commissioner Tryon revisited concerns he had previously expressed regarding underperforming enterprise funds and the need for the Commission to maintain focus on core city services and reducing general fund subsidies.

He referenced the February 4, 2025, Commission retreat, where a discussion centered on prioritizing essential services, eliminating general fund subsidies, and exploring options to close or privatize certain non-performing city operations. At that meeting, Commissioner Tryon had noted that the Commission already knew which enterprise funds received subsidies from the general fund and had suggested determining the extent of those subsidies and potential cost savings from discontinuing such services before entering this year's budget cycle.

He also cited the June 26, 2025, Special Work Session, during which the Commission again discussed the need to review subsidized funds and consider alternatives to ongoing general fund support. He recalled City Manager Doyon's comments that the Events Division lacks the capacity to produce its own shows and would require a revised business model for coordinating Civic Center facility use.

An RFP was subsequently issued, and the Matrix Consulting Group was selected to evaluate event fees for the Civic Center.

Commissioner Tryon remarked that this issue has not received sufficient follow-up.

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He expressed concern that the Commission is now considering using Tax Increment Financing (TIF) to continue the project. While he acknowledged that the project qualifies for TIF funding and should be completed, he cautioned against establishing a pattern of relying on general fund dollars or TIF funding to sustain such projects. Commissioner Tryon further noted that, although technically eligible, several people believe this use of TIF funds stretches the program's original intent.

Mayor Reeves received certainty from Grant Administrator Hazen that this will be the last time that this project will require TIF funding.

Commissioner Wolff emphasized the importance of recognizing the distinct functions of the convention center and the theater spaces. She noted that not all community interests are sports-related, and that many residents' lives are centered around music, theater, and the arts.

Commissioner Wolff highlighted that a local couple recently donated \$500,000 to support the youth orchestra, demonstrating strong community investment in the arts. She encouraged the Commission to take a holistic approach when considering the use and development of these facilities and expressed her anticipation for the results of the Matrix Consulting Group study to better understand how the spaces can be maximized and shared in partnership with other entities.

Commissioner Wilson expressed concern that three separate projects were presented together for consideration. She stated that the elevator replacement should have been addressed first, followed by the ceiling repairs, with the seat replacement considered last in priority.

Commissioner Wilson acknowledged that the elevator and ceiling projects represent critical infrastructure needs, but she questioned whether new seating qualifies as an infrastructure improvement.

Commissioner McKenney stated that he reached a different conclusion regarding the use of Tax Increment Financing (TIF) for the proposed projects. He noted that local governments and TIF districts have increasingly become viewed as targets of legislative scrutiny, with some legislators asserting that certain communities have stretched TIF use beyond its intended purpose.

Commissioner McKenney cautioned that approving projects such as this could serve as a "red flag" to the Legislature, especially as there have been recent discussions about restricting TIF authority statewide. He emphasized that, while the proposed funding may be legally permissible, he does not believe it is the right course of action.

He further expressed concern that the City has developed a habit of using Downtown TIF funds—due to ongoing budget constraints—to support government buildings rather than core downtown infrastructure improvements. He recommended that the City identify an alternative funding source for the seat replacement project.

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City Manager Doyon stated that he understands the concerns expressed by the Commission. He noted that previous Commissions have faced similar challenges when determining how to allocate general fund revenues—which are derived from taxpayer dollars—to various city services and amenities.

Manager Doyon noted that, throughout these discussions, there has been a consistent Commission priority to increase resources for public safety, which has further complicated funding decisions. He empathizes with the Commission's concerns about both the Legislature's scrutiny of TIF use and the City's fiscal limitations.

However, he emphasized that the Civic Center serves as an anchor facility in the downtown area, hosting large-scale events that have a positive ripple effect on the local economy. Manager Doyon encouraged the Commission to review and revise, if desired, the Downtown Master Plan or the TIF District Plan to ensure that future project funding aligns with the Commission's vision and avoids potential legislative concerns.

He concluded by reiterating that the Civic Center generates meaningful economic activity and contributes to the vitality of the downtown district due to the nature and size of the facility.

Commissioner Tryon added that he might have shared Commissioner McKenney's concerns regarding the use of TIF funding if not for the Downtown Development Partnership's (DDP) favorable recommendation. He stated that the DDP's support of these projects as a worthy use of TIF funds indicates that the improvements will benefit downtown businesses.

Based on the DDP's endorsement, Commissioner Tryon will support the use of TIF funds for the seating, elevator, and ceiling projects.

There being no further discussion, Mayor Reeves had the City Clerk reiterate the motion on the floor and called for the vote.

Mayor Reeves called for the vote.

Motion carried 3-2 (Commissioners McKenney and Wilson dissenting).

OLD BUSINESS

16. CONSTRUCTION CONTRACT AWARD: WTP HEAD HOUSE AND RAPID MIX VAULT. OF 1332.7

Public Works Director Chris Gaub reported that this item is a request to award a construction contract to repair the Head House of the 100-year-old Water Treatment Plant, which delivers one of the most essential services we have — clean drinking water. The Head House is where the treatment process begins — it's the first place raw water from the Missouri River enters the system.

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During a valve operation in 2023, the floor was damaged due to structural weaknesses. After further inspection, the need for additional structural repairs were uncovered. TD&H Engineering performed an assessment and prepared a plan to restore the Head House safely and effectively. Their structural evaluation identified deficiencies that require repair or replacement within five years.

In June of 2024, the Commission approved a Professional Services Agreement with TD&H for designing the repairs, assembling construction documents, assisting in the bid process, and providing full-time construction inspection.

The requested action tonight is that the Commission approve the contract for Sletten Construction Company to repair the deficiencies outlined in the evaluation. He noted that this work must be done while the plant is online and operating. This will be challenging, but it is possible with careful planning, engineering, and construction coordination. He also noted this project is contingent on SRF loan funding. Staff has been working this loan with DNRC and has very high confidence that DNRC will approve it. Once DNCR approves, a Resolution will come before the Commission for consideration on October 21st with a request for approval to utilize SRF funding.

To summarize, this is a two-step process for the Commission. First, approve the construction contract contingent on SRF loan funding. Second, on October 21, 2025, approve the use of SRF funding when DNRC approves the loan.

Commissioner Tryon moved, seconded by Commissioner Wilson, that the City Commission award a construction contract in the amount of \$1,986,375.00 to Sletten Construction Company for the Water Treatment Plant Head House and Rapid Mix Vault project and authorize the City Manager to execute the contract documents.

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

Commissioner Wilson noted she has been in the head house and is glad to see this project moving forward.

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

Motion carried 5-0.

NEW BUSINESS

17. LABOR AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND THE GREAT FALLS POLICE PROTECTIVE ASSOCIATION (GFPPA) FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2027.

Human Resources Director Gaye McInerney reported that the Great Falls Police Protective Association labor agreement is the fifth collective bargaining agreement to be

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completed in the 2025 negotiating season. The City began its collecting bargaining with its 11 unions in April 2025.

The labor agreement between the City of Great Falls and the Great Falls Police Protective Association consists of 84 sworn employees of the Police Department.

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. Five key items included:

- The term of the Agreement is two years from July 1, 2025, through June 30, 2027.
- Article 17 – Health Insurance - Annual health insurance premiums will be shared with the City paying 80 (eighty) percent and the employee paying 20 (twenty) percent.
- Article 23 – Wellness Program - The Wellness Program incentive was increased from two days to three days of paid leave for completion of all three sections of the Wellness Program.
- Article 25 – Uniform Pay - A \$300 annual uniform allowance per officer payable in September each fiscal year.
- Article 9 – Compensation - Shift Differentials for the afternoon shift increased to \$0.75 per hour in addition to the regular hourly rate of pay and to \$1.25 per hour in addition to the regular hourly rate of pay when working the late afternoon shift or night shift.

For each year of the two-year contract, the base salary will increase two percent for market adjustment, three percent for COLA, and one percent for health insurance adjustment (80/20 cost sharing).

The fiscal impact of a two percent market adjustment, a three percent COLA and a one percent health insurance adjustment is approximately \$885,000 over the term of the two-year contract.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve the labor agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA) for the period of July 1, 2025, through June 30, 2027.

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 referred to page 348 of the agenda packet and inquired if she was reading it correctly that once an officer attains his 17th year anniversary, his longevity pay will be increased for an accumulated total of \$330.00 per year.

Director McInerney clarified the longevity pay is \$16.50 per month for the maximum total of \$330.00 that goes into the officer's base wage.

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Commissioner McKenney referred to page 335 in the agenda packet and inquired the difference between the officer's annual base wage versus the average annual base wage.

Director McInerney responded that confirmed means an annual base wage of an officer that has been with the department one year, and the average is computing all the 84 sworn officers annual base wages together.

Commissioner McKenney referred to the one percent for health insurance adjustment to the 80/20 cost sharing and inquired why the cost sharing didn't just stay at 85/15.

Director McInerney responded that one of the consultant's recommendations was to change the cost sharing to maintain the health of the plan that the City has with its benefits.

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

Motion carried 5-0.

18. CASCADE COUNTY METRO REGION GOVERNANCE COMMITTEE FOR OPIOID ABATEMENT.

- I. Interlocal Agreement Between Cascade County and the City of Great Falls Establishing the Cascade County Metro Region Governance Committee for Opioid Abatement.**
- II. Resolution 10608 Appointing Metro Region Governance Committee Representatives.**

City Attorney David Dennis reported that the City of Great Falls and Cascade County have negotiated an Interlocal Agreement ("Agreement") to formally establish the Cascade County Metro Region Governance Committee for Opioid Abatement ("Committee"). This Committee will serve as the coordinating entity for opioid abatement funds allocated to the Cascade County Metro Region under the Montana Opioid Abatement Trust (MOAT) settlement framework.

Retained attorney Ben Snipes of Kovacich Snipes Johnson, P.C., reported that the City and County have taken proactive steps to address the opioid epidemic that has significantly impacted the community. Rather than remaining passive, the City and County chose to actively pursue benefits from opioid litigation settlements.

Attorney Snipes explained that this approach allows the City and County to retain local control over the settlement funds, providing autonomy to evaluate applications and allocate funding directly, rather than relying on state-level distribution, which often limits local input.

An Interlocal Agreement between the City and County has been established to create a governing body responsible for reviewing funding applications and determining how the

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opioid abatement funds will be utilized. This agreement ensures a collaborative review process between the two entities.

Currently, there are 14 applications under consideration and approximately \$1.2 million available in the Montana Opioid Abatement Trust designated for this community. Of that amount, 53% is allocated to the City and the remainder to the County. For projects not jointly funded, the City maintains autonomy over its share of the funds.

Attorney Snipes noted that City representatives have already been appointed under Resolution 10577 that established the governing body structure for opioid litigation settlement funds. The appointed representatives include Melissa Kinzler, Commissioner Tryon, and Commissioner Wilson. He stated that confirming these appointments will enable the Cascade County Metro Region Governance Committee for Opioid Abatement to begin reviewing and approving applications for funding in the near future.

City Attorney Dennis recommended appointment of the same three individuals to allow coordination across both governance structures and ensure direct accountability to the City Commission.

Commissioner Wilson moved, seconded by Commissioner McKenney, that the City Commission approve the Interlocal Agreement between Cascade County and the City of Great Falls establishing the Cascade County Metro Region Governance Committee for Opioid Abatement and authorize the City Manager to execute the Agreement on behalf of the City.

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

Ben Forsyth, City resident, shared his perspective on the relationship between recreational marijuana and opioid misuse. He noted that counties within Montana that prohibit recreational marijuana have lower per capita opioid misuse rates. He expressed his view that the opioid abatement efforts may not succeed as long as recreational marijuana is harmfully sold.

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10608 appointing Melissa Kinzler, Rick Tryon and Shannon Wilson to serve as the City's representatives on the Cascade County Metro Region Governance Committee for Opioid Abatement, as established by the Interlocal Agreement between the City of Great Falls and Cascade County.

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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.

ORDINANCES / RESOLUTIONS

CITY COMMISSION

19. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Wilson commended Animal Shelter Operations Manager Laramie Smovir and the shelter team for their participation in the Veterans Standdown event. She noted that they brought dogs, food, and supplies to distribute to veterans and offered free pet adoptions to those veterans.

Commissioner Wilson expressed her appreciation for Manager Smovir's dedication and the important work done by the Animal Shelter staff.

20. COMMISSION INITIATIVES.

Mayor Reeves noted that the City currently takes a reactive approach to code enforcement for various reasons. He asked whether the Commissioners supported directing the City Manager to re-evaluate the City's code enforcement practices and consider adopting a more proactive approach.

Commissioner Wolff reported that during the Downtown Safety Alliance meeting today, it was mentioned that Bozeman recently prohibited individuals from living in recreational vehicles (RVs) on city streets, resulting in some people relocating to Great Falls and parking in neighborhoods with abandoned houses. She noted that Volunteers in Policing (VIPs) collaborate with the Police Department to look for things like this. She expressed support for beginning proactive code enforcement efforts at this time.

Commissioner McKenney cautioned that while he supports staff exploring the topic, an aggressive enforcement approach could negatively impact community relations, as some residents already view police interactions unfavorably. He recommended further study before making any formal decision.

Commissioners Tryon and Wilson expressed no objection to staff exploring the issue further.

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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 7, 2025, at 8:41 p.m.**

Motion carried 5-0.

Mayor Cory Reeves

City Clerk Lisa Kunz

Minutes Approved: October 21, 2025



Commission Meeting Date: October 21st, 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	09/11/2025 - 10/01/2025	4,438,177.26
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	09/11/2025 - 10/01/2025	1,518,526.83
	SUB TOTAL: \$	5,956,704.09
MUNICIPAL COURT CHECKS	09/11/2025 - 10/01/2025	45,511.68
	GRAND TOTAL: \$	6,002,215.77

GENERAL FUND

SPECIAL REVENUE FUNDS

COVID RECOVERY

WADSWORTH BUILDERS COMPANY INC	GFPD EVIDENCE EXPANSION PMT 18	273,251.93
ALLIANCE FOR YOUTH INC	APRIL TO JUNE 2025	31,757.68

LIBRARY FOUNDATION

CUSHING TERRELL	PROFESSIONAL SERVICES AUGUST 2025	80,194.04
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STREET DISTRICT

GREAT FALLS SAND & GRAVEL INC	12,000 TONS OF TYPE B & C ASPHALT	50,707.71
CARTEGRAPH SYSTEMS	YEARLY OPENGOV FEE (SPLIT AMONG FUNDS)	22,663.32

FEDERAL BLOCK GRANTS

GRONDAHL RECREATION INC	PLAY SYSTEM MORONY PARK	92,200.00
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SLD 1294 ALLEY

CARTEGRAPH SYSTEMS	YEARLY OPENGOV FEE (SPLIT AMONG FUNDS)	422.60
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SLD 1213, 1296 RESIDENTIAL

CARTEGRAPH SYSTEMS	YEARLY OPENGOV FEE (SPLIT AMONG FUNDS)	31.81
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DEBT SERVICE FUNDS

DOWNTOWN TID BONDS

DOWNTOWN DEVELOPMENT PARTNER	ARTFEST MT SEPT 2025 REIMBURSEMENT	82,141.58
GF BUSINESS IMPROVEMENT DISTRICT	ALLEY MURAL LIGHTING TIF REIMBURSEMENT	62,366.00

CAPITAL PROJECT FUNDS

ENTERPRISE FUNDS

WATER

SLETTEN CONSTRUCTION COMPANY	PROF ENG WTP SOLIDS MIT/PMT 21/FINAL (SPLIT AMONG FUNDS)	149,935.10
CARTEGRAPH SYSTEMS	YEARLY OPENGOV FEE (SPLIT AMONG FUNDS)	29,231.52

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	318,988.87
PROSPECT CONSTRUCTION INC	LS1 REPAIRS AND SUPPLEMENTAL FM PMT 7	483,069.63
SLETTEN CONSTRUCTION COMPANY	PROF ENG WTP SOLIDS MIT/PMT 21/FINAL (SPLIT AMONG FUNDS)	149,935.12
SLETTEN CONSTRUCTION COMPANY	WWTP BAR SCREEN IMPROVEMENTS PMT 7	237,461.95
CARTEGRAPH SYSTEMS	YEARLY OPENGOV FEE (SPLIT AMONG FUNDS)	15,455.83
TD&H ENGINEERING	LS #1 REPAIRS & FORCEMAIN PMT 38	29,517.50

STORM DRAIN

CARTEGRAPH SYSTEMS	YEARLY OPENGOV FEE (SPLIT AMONG FUNDS)	1,590.43
WATER & ENVIRONMENTAL TECH	SMITH PONDS IMPROVEMENTS PMT 2	36,836.00

SANITATION

CASCADE ENGINEERING INC	580 - 96 GALLON REFUSE CONTAINERS	35,106.00
CARTEGRAPH SYSTEMS	YEARLY OPENGOV FEE (SPLIT AMONG FUNDS)	2,272.04

INTERNAL SERVICE FUNDS

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	UNLEADED & DIESEL FUEL - FY 2026	26,440.68
LAUREL 2 SPARTAN LLC	MID SIZED AWD SUV UNIT #50	37,819.00

LAUREL 2 SPARTAN LLC	MID SIZED AWD SUV UNIT #67	37,819.00
LAUREL 2 SPARTAN LLC	MID SIZED AWD SUV UNIT #68	37,819.00
LAUREL 2 SPARTAN LLC	MID SIZED AWD SUV UNIT #69	37,819.00
CARTEGRAPH SYSTEMS	YEARLY OPENGOV FEE (SPLIT AMONG FUNDS)	7,270.56
INFORMATION TECHNOLOGY		
TYLER TECHNOLOGIES INC	TYLER NEW WORLD YEARLY MAINTENANCE	80,691.98
HEALTH & BENEFITS		
HEALTH CARE SERVICE CORPORATION	AUG 2025	671,487.50
HEALTH CARE SERVICE CORPORATION	COBRA AUG 2025	75,613.15
METROPOLITAN LIFE INSURANCE CO	METLIFE DENTAL AND VISION AUGUST 2025	46,709.80
XBENEFITS INC	CAREMARK RX CLAIM 9.1-9.15.25	56,165.21
ENGINEERING		
CARTEGRAPH SYSTEMS	YEARLY OPENGOV FEE (SPLIT AMONG FUNDS)	12,269.06
PUBLIC WORKS ADMINISTRATION		
CARTEGRAPH SYSTEMS	YEARLY OPENGOV FEE (SPLIT AMONG FUNDS)	2,726.46
CC FACILITY SERVICES		
TILLERAAS LANDSCAPE NURSERY INC	CIVIC CENTER LANDSCAPING	27,175.00
TRUST AND AGENCY FUNDS		
COURT TRUST MUNICIPAL COURT		
CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	34,460.31
PAYROLL CLEARING		
STATE TREASURER	MONTANA TAXES	99,623.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	117,150.76
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	161,987.97
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	347,057.64
US BANK	FEDERAL TAXES, FICA & MEDICARE	545,671.22
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	47,441.76

UTILITY BILLS

GUZMAN ENERGY	ELECTRIC SUPPLY AUGUST 2025	131,312.65
NORTHWESTERN ENERGY	ELECTRIC SUPPLY AUGUST 2025	152,777.85
CLAIMS OVER \$25,000 TOTAL:		\$ <u>4,980,445.22</u>

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

DATE: October 21, 2025

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

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

MAYOR' S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works – Engineering	United Materials of Great Falls, Inc.	Fall 2025	\$74,125.00	Public Works Construction Agreement to repair damage to River's Edge Trail caused by the July 31, 2025 rain event that caused slope erosion and compromised integrity of the trail. Project includes regrading slope, placing erosion control mat, and adjusting alignment of trail for 250 linear feet along the north bank of the Missouri River. OF 1693.2

B	Public Works - Environmental	Montana State University	Permanent	N/A	Maintenance Agreement for operation of Mark & Robyn Jones College of Nursing – Great Falls Private Stormwater Systems, 1704 29 th Street South, located in Mount Olivet Addition, SW1/4 of Section 17, T20N, R4E, PM MT
C	Public Works – Environmental	GFA LLC	Permanent	N/A	Maintenance Agreement for operation of WMT-5 Great Falls Private Stormwater Systems, 4000 North Star Blvd., Lot 9 and 10A, located in the NW1/4 of Section 4, T20N, R4E, Block 5, PM MT
D	Public Works – Environmental	Colter Falls LLC	Permanent	N/A	Maintenance Agreement for operation of Colter Falls LLC Private Stormwater Systems, Lot 4B of COS 5355, TownePlace Suites, 525 3 rd Street NW, located in the SE ¼ of Section 2, T20N, R3E, PM MT OF 1488.5
E	Public Works – Environmental	Talcott Properties, LLC	Permanent	N/A	Maintenance Agreement for operation of Talcott Properties LLC Private Stormwater Systems, Lot 5 of COS 5054, West Bank Landing Phase I North, located in the SE1/4 of Section 2, T20N, R3E, Lot 5 Parcel OF 1488.5
F	Planning and Community Development	Montana Department of Transportation (MDT)	Ten (10) years with automatic successive one year	Owner/Developer shall pay all costs associated with necessary approvals and permits necessary to	Maintenance Agreement setting forth the respective maintenance responsibilities and duties of the parties associated with the Panera Bread Sidewalk project, located at 1322 10 th Avenue South

		Ryan Restaurant Corp.	renewals, unless superseded by a new Agreement	complete work in the public right-of-way	Assumption Agreement setting forth responsibilities for the safe pedestrian traffic and travel on MDT's right-of-way adjacent to Owner's property
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CITY OF GREAT FALLS, MONTANA**COMMUNICATION TO THE CITY COMMISSION****DATE:** October 21, 2025

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR'S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	MATCH	PURPOSE
A	Park and Recreation	Montana Fish, Wildlife & Parks	Fall 2025-Spring 2026	\$50,000	\$15,000 – River's Edge Trail Foundation \$25,000 – Park District Maintenance Division \$33,153 - Park District Trails Division	Montana Land and Conservation Fund final grant application for the River's Edge Trail Caboose Deck Renovation project at 1801 River Drive North. Due to structural deterioration and declining safety the project includes durable low maintenance concrete surface level, new access stairs, retaining wall to support adjacent trail, parking areas and improved ADA accessibility [CR: 081925.8A pre-application grant app.]



Commission Meeting Date: October 21, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set 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: Set the Public Hearing on Resolution

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on Resolution 10610 – Budget Amendment Resolution for the Park Maintenance District Fund for November 4, 2025.”

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

Staff Recommendation: Staff recommends the City Commission set the public hearing on Resolution 10610 for November 4, 2025, and provide notice for the public hearing on the budget amendment resolution.

Background: The City of Great Falls (City) owns Centene Stadium and the surrounding areas. The City has a lease agreement with the Great Falls Baseball Club, Inc for the rental of Centene Stadium. The City of Great Falls adopted the Fiscal Year (FY) 2026 Annual Budget on August 5, 2025. The Great Falls Baseball, Inc made an official request at the October 7, 2025 City Commission Work Session for two critical infrastructure projects at Centene Stadium (stadium). The request from the Great Falls Baseball Club, Inc for the repairs was not part of Park Maintenance Fund’s FY 2026 Adopted Budget.

The two repairs 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 act on this request. In order to fund the request from the Great Falls Baseball Club, Inc a budget amendment to the Park Maintenance Fund is required in FY 2026. All money spent from the Park Maintenance Fund needs to follow City of Great Falls Financial Policies. This includes the budget amendment and following all City purchasing policies.

Fiscal Impact: The use of the Park Maintenance Fund for Centene infrastructure projects will deplete the fund by \$425,000. This is equivalent to one year of revenue available for park maintenance projects. 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 on June 30, 2026.

Alternatives: If the public hearing on the Budget Amendment Resolution is not set, the identified projects will not be funded through the Park Maintenance Fund.

Concurrences: The City Manager office, Park & Recreation staff and Finance staff have worked to project the Park District balances as of June 30, 2026 and reprioritize needs Park Maintenance improvements.

Attachments/Exhibits:

Resolution 10610 – Budget Amendment Resolution
Park District Project- Year Eight (FY2026)
Notice of Budget Amendment Hearing
Letter of Request from Great Falls Baseball Club, Inc
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)

<u>Budget Summary</u>	<u>Budget</u>
Beginning Balance FY26	\$3,132,950
Plus: FY 2026 Assessment	\$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

<u>Project Summary</u>	<u>FY26 Budget Proposed Budget</u>	<u>Amended Budget</u>	<u>Status/Notes</u>
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)

Designated 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.



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: October 21, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services.

From: Mike McIntosh, Assistant Fire Chief

Initiated By: Mike McIntosh, Assistant Fire Chief

Presented By: Mike McIntosh, Assistant Fire Chief

Action Requested: Ratify Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (ratify/not 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.”

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 ratify the Interlocal Agreement with Cascade County for Great Falls Fire Rescue to provide Fire Protection and Emergency Medical Services, retroactive effective October 1, 2025, to September 30, 2027, according to the terms of the Interlocal Agreement as approved and signed by the Cascade County Commissioners.

Summary: For more than 30 years, Cascade County has contracted with the City of Great Falls to provide fire and emergency medical services to 16 designated fire districts located outside the City limits. The citizens residing within the fire districts are assessed taxes for this service according to Sections 7-33-2107 and 7-33-2125 of the Montana Code Annotated. Last year the City received approximately \$252,506.19 in revenue to provide this service. Fire and EMS services were not only prompt and efficient, they reduced insurance rates for citizens in the districts. The attached contract was not significantly changed during the 2023-2025 contract period and there are still 16 fire districts being served by Great Falls Fire Rescue.

Background: This Interlocal Agreement with Cascade County was approved on October 10th, 2025 by the County Commissioners for the period of October 1, 2025 through September 30, 2027. The Interlocal Agreement provides for the proceeds from the Rural Fire Control Special District Levy for fire and medical services, computed to the maximum allowed by Section 15-10-420 of the Montana Code

Annotated to be paid to the City of Great Falls. Payments shall be in two equal installments due on or before December 15th, and June 15th, of each contract year. Cascade County is allowed to contract for these services under Sections 7-33-2107 and 7-33-2125, MCA.

Workload Impacts: Great Falls Fire Rescue has provided fire and emergency medical services to these areas for over 30 years. Based in their proximity to the City limits and the low frequency of calls, continued service will not degrade service within the City. On average, Great Falls Fire Rescue responds to roughly 100 service calls annually in the Fire Districts.

Fiscal Impact: It is projected the City will receive approximately \$250,000 per year in revenue. Based on numerous variables, it would be hard to calculate the exact cost of providing these services. However, Staff estimates that the City's cost to provide emergency services should not exceed the revenue collected.

Alternatives: The City Commission could choose to decline to provide Fire and EMS services under the terms of this agreement. Responsibility for fire protection would return to Cascade County who would make assignments for fire protection to one of the existing rural volunteer fire departments. This alternative, if selected, would likely place considerable hardship and risk on many of the residences currently covered under this agreement.

Concurrences: Cascade County Commissioners, City and County Attorneys, and the Finance Department.

Attachments/Exhibits: Interlocal Agreement Emergency Fire and Medical Services 2025

INTERLOCAL AGREEMENT

Between *Cascade County* and the *City of Great Falls*
For Emergency Fire and Medical Services

WHEREAS, the Montana Interlocal Cooperation Act, codified at § 7-11-101, MCA (hereinafter the “Act”), permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Act provides that one or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

WHEREAS, the County of Cascade (hereinafter referred to as “County”) and the City of Great Falls (hereinafter referred to as “City”) constitute public agencies pursuant to § 7-11-103, MCA; and

WHEREAS, the City has a fire department which is permanently organized, equipped, and staffed for continuous operations; and

WHEREAS, the City fire department’s operational capacity is adequate to provide emergency fire and medical services to both the City and adjacent areas; and

WHEREAS, the County has created, and may additionally create, fire districts in accordance with §7-33-2101 through 7-33-2104, MCA; and

WHEREAS, the fire district boundaries are maintained in the office of the City of Great Falls Information Technology Mapping Department, 2 Park Drive South, Room 8, Great Falls, MT. District boundaries can also be viewed at the Great

Falls Fire Stations 1-4. For the purposes of this Agreement, the term “Fire Districts” shall mean the established Fire Districts numbered as follows:

18
24
25
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48

WHEREAS, § 7-33-2104, MCA, provides that whenever the Board of County Commissioners shall have established a Fire District in any unincorporated territory, town or village, said Commissioners:

- (1) may contract with a city, or private fire company to furnish fire protection for property within said district; or,
- (2) shall appoint five qualified trustees to govern and manage the affairs of the fire district; and

WHEREAS, the County has chosen to directly contract fire services for such Fire Districts, rather than create a Board of Trustees; and

WHEREAS, § 7-33-2109, MCA, provides that, at the time of the annual levy of taxes, the Board of County Commissioners may levy a special tax upon all property within such district for the purpose of paying to a city, town, or private fire service the consideration provided for in any contract with the council of such city,

town, or private fire service for the purpose of furnishing fire protection service to property within such district.

NOW, THEREFORE, pursuant to the Act and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree as follows:

1. Purpose and Scope of the Agreement.

Pursuant to §7-11-105(1)(c) and 7-11-105(1)(h), MCA, the purpose and scope of this Agreement is for the City to provide emergency fire and medical services for the Fire District areas enumerated hereinabove, provided that in the event that calls for service exceed available resources, the City reserves the authority to prioritize its response. Time is of the essence.

2. Duties and Responsibilities.

The City shall provide the following services to Cascade County's Fire District areas enumerated hereinabove:

- a. Emergency medical response;
- b. Fire inspection of business buildings when requested by business owners;
- c. Origin and cause investigation, when required; and,
- d. Fire suppression for all property including, but not limited to, buildings and structures, crops and personal property.

The City and County may extend this Agreement to additional Fire Districts by mutual agreement, executed through written Agreement addendums. Such addendums shall specify the new Fire Districts and additional compensation, if any, to be paid by the County for such service.

3. Duration and Termination.

Pursuant to § 7-11-105(1)(a) and 7-11-105(1)(e), MCA, as from time to time amended, this Agreement, upon execution by the duly authorized representative of

the City and County, shall commence October 1, 2025, and shall continue in full force and effect through September 30, 2027.

Either party hereto may cancel said Agreement on September 30th of any year by giving sixty (60) days written notice to the other party.

4. Contract Sum.

Pursuant to § 7-11-105(1)(d), MCA, County shall pay City proceeds from the Rural Fire Control Special District Levy for emergency fire and medical services. The levy shall be computed at the maximum allowed by § 15-10-420, MCA, floating mill authorization. This mill was 99.30 mills in fiscal year 2025/2026. The County shall provide the number of such mills levied in each subsequent year of this agreement to City by September 30th. Payments shall be in two equal installments due on or before December 15th and June 15th of each year this Agreement is in effect.

5. Separate Legal Entity.

Pursuant to § 7-11-105(1)(b), MCA, nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee relationship between the parties. The parties, by virtue of this Agreement, shall have no right, power or authority, except as expressly provided for by law, to act or create any obligation, express or implied, on behalf of the other party. Further, pursuant to § 7-11-105(1)(f), MCA, there shall be no administrator or joint board responsible for administering the terms of this Interlocal Agreement.

6. Ownership of Assets.

Pursuant to § 7-11-105(1)(g), MCA, and at all times relevant to this Agreement, all equipment and other property used by the City to execute this Agreement shall remain the exclusive property of the City.

7. Hold Harmless and Indemnification.

Subject to the limitations of MCA § 2-9-108, the City shall protect, defend, indemnify, and hold harmless the County from and against any and all manner and form of liability, damages, claims, claims for damages, demands, causes of action, or expenses, including interest, of any nature or description resulting from or

arising out of or in connection with the City's intentional or negligent acts and omissions in the performance and provision of emergency fire, medical, and other specified services, including, but not limited to, the City's response to and return from scenes of emergency incidents pursuant to and in accordance with the terms of this Agreement. Nothing herein shall be construed as an agreement by the City to release, indemnify or hold harmless the County, its official agents or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of County, its officials, agents or employees unless said officials, agents or employees are acting under the direction or control of the City.

8. Notice.

All notices required to be provided shall be given in writing, addressed to the respective parties' authorized representatives as designated herein, and delivered personally or by U.S. mail. For purposes of this Agreement, written notice shall be deemed to have been duly served: (1) in the case of personal delivery, on the date indicated upon a written receipt issued by the recipient; (2) in the case of unregistered and uncertified U.S. mail, three business days following the listed date of the notice or the date of the postmark, whichever is later; and (3) in the case of registered or certified mail, the date indicated on the return receipt.

9. Authorized Representatives.

The City and County shall each designate a representative authorized to receive all agreement communications and notices and who shall be authorized and responsible to take action necessary for the execution and administration of this agreement. Except as otherwise designated in writing by the respective parties, the authorized representatives of the parties are:

Cascade County
Board of Cascade County Commissioners
325 2nd Avenue North, Room 111
Great Falls, MT 59401

City of Great Falls
Gregory T. Doyon, City Manager
P.O. Box 5021
Great Falls, MT 59403

10. Amendment.

This Interlocal Agreement may not be amended, except by written agreement of the undersigned parties in conformance with the requirements of the Act.

11. Attorney Fees, Costs and Venue.

In any judicial action to enforce or interpret the terms of this Interlocal Agreement, each party shall be responsible for its own costs of suit and attorney fees. Venue for any judicial action shall be in the District Court in and for the Eighth Judicial District, Cascade County, Montana.

12. Severability.

If any term of this Agreement should hereafter be declared void or becomes unenforceable by operations of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially affects the ability of the governing body to carry out the essential purpose set forth in ¶1 of this Agreement.

13. Merger.

This Interlocal Agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

14. Assignment.

The parties mutually agree that there will be no assignment, transfer or subcontracting of the Agreement or any interest therein, unless agreed to by the parties, in writing, as provided for ¶10 in of this Agreement.

15. Binding on Successors.

This Agreement shall be binding on County and City and all of its successors and assigns, including any successor in interest.

16. Time is of the Essence.

Time is of the essence in the performance of all parties' obligations and duties under this Agreement.

Assent. Pursuant to § 7-11-104, MCA, the undersigned parties hereby authorize, approve and execute the terms of this Interlocal Agreement.

DATED this ____ day of _____, 2025.

CITY OF GREAT FALLS

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

* APPROVED AS TO FORM:

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.

DATED this ____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

James L. Larson, Chair

Eric Hinebauch, Commissioner

Joe Briggs, Commissioner

ATTEST:

On this ____ day of _____, 2025, I hereby attest the
above-written signatures of the Board of Cascade County Commissioners.

(SEAL)

Sandra Merchant,
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



Commission Meeting Date: October 21, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: 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

From: Greg Doyon, City Manager

Initiated By: Bruce Haman, Building Official

Presented By: Greg Doyon, City Manager

Action Requested: Adopt Resolution 10606

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10606.”

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

Staff Recommendation: That the City Commission adopt Resolution 10606 which would repeal Resolution 10043.

Background: NWGF has provided HOME-funded down payment assistance to low and moderate-income homebuyers since 1980. The deferred mortgage loans have enabled families (below 80% of area median income) to become homeowners. These specific loans were used by the borrower to satisfy the 3.5% down payment requirement for an FHA-insured loan. For example – if an eligible HOME loan recipient qualified for a \$125,000 home loan, they were only required to provide a \$1,000 down payment instead of a traditional 3.5% or \$4,375.

In order for NWGF to issue these secondary loans for the 3.5% borrower-required down payment with an FHA-insured loan, they were required to be approved by the U.S. Department of Housing and Urban Development (HUD) as an instrumentality of government. To continue with the program, a City employee had to be appointed to oversee the down payment assistant program.

On December 17, 2013, the City Commission adopted Resolution 10043, designating the Executive Director of the Great Falls Housing Authority as the City’s Representative on the Loan Committee. The Executive Director served on the Committee until November 2022 when the Housing Authority Board of Trustees voted to end the Management Agreement with the City of Great Falls. With this, Great Falls Authority employees were no longer considered City employees. During that time, Planning and

Community Development Department was overseeing the City's CDBG and HOME programs so they assumed the responsibility of providing City representation on the Committee.

Interim PCD Director Thomas Micuda assigned Bruce Haman to serve as the City's Representative because of his deep knowledge of Community Block Grants, NeighborWorks Loan programs, and HUD regulations. Mr. Haman previously worked as the Community Development Program Specialist from 2004 until October 2014. After that, he became the City's Building Official. The Resolution was not amended to reflect this change.

During the NeighborWorks Montana Board of Directors September 25, 2025 meeting, members voted to have the Instrumentality of Government (IOG) status removed and allow the City to repeal the 2013 resolution with no designated City representative replacement, as its program has evolved and expanded since 2013 and the IOG status no longer has the impact for NeighborWorks Great Falls as it once did.

Executive Director Sherrie Arey noted that NeighborWorks will discontinue providing a loan that covers the 3.5% portion on an FHA loan but will still be able to do secondary financing on FHA loans.

The current proposal will fully repeal Resolution 10043.

Alternatives: The City Commission could choose to deny Resolution 10606. This is not recommended as Resolution is outdated and references a loan option no longer being offered.

Concurrences: NWGF Board of Directors, Finance, Legal and Planning and Community Development Departments.

Attachments:

Resolution 10606

Resolution 10043 (Adopted 12/17/2013)

RESOLUTION 10606

A RESOLUTION REPEALING RESOLUTION 10043 – “A RESOLUTION APPOINTING A CITY OF GREAT FALLS EMPLOYEE AS THE DESIGNATED CITY REPRESENTATIVE AS A MEMBER OF NEIGHBORWORKS GREAT FALLS (NEIGHBORHOOD HOUSING SERVICES, INC OF GREAT FALLS) LOANS COMMITTEE”

WHEREAS, on April 17, 1979, Neighborhood Housing Services of Great Falls, Inc. (dba NeighborWorks Great Falls) was established by the City of Great Falls under Resolution 7280. The stated purpose of the organization was and continues to be to stimulate the investment of urban neighborhoods, to improve the housing stock within the City of Great Falls, and to provide direct loans at flexible rates and terms. Since that time, NeighborWorks Great Falls has provided HOME-funded down payment assistance to low to moderate-income homebuyers; and

WHEREAS, to issue secondary loans for the borrower required down payment with an FHA-insured loan, the U.S. Department of Housing and Urban Development (HUD) required NeighborWorks Great Falls to be an Instrumentality of Government (IOG). To continue the program, a City employee had to be appointed to oversee the down payment assistance program; and

WHEREAS, on December 17, 2013, the City Commission adopted Resolution 10043 that appointed the Executive Director of the Great Falls Housing Authority, an employee of the City of Great Falls, as the designated City representative who shall be a member of the Neighborhood Housing Services of Great Falls Loans Committee with the final authorization of the organization’s secondary financing lending activities. The Executive Director of the Housing Authority served on the Committee until November 2022 when the Housing Authority Board of Trustees voted to end the Management Agreement with the City of Great Falls. With this, Great Falls Housing Authority employees were no longer considered City employees. During that time, the Planning and Community Development Department was overseeing the City’s CDBG and HOME programs and, although Resolution 10043 wasn’t amended at the time, that department assumed the responsibility of providing City representation on the Committee; and

WHEREAS, at its September 25, 2025, meeting, the NeighborWorks Montana Board of Directors voted to have the IOG status removed and allow the City to repeal the 2013 resolution with no designated City representative replacement, as its program has evolved and expanded since 2013 and the IOG status no longer has the impact for NeighborWorks Great Falls as it once did.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, that Resolution 10043 is hereby repealed.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, October 21, 2025.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

RESOLUTION NO. 10043**A RESOLUTION APPOINTING A CITY OF GREAT FALLS EMPLOYEE AS THE DESIGNATED CITY REPRESENTATIVE AS A MEMBER OF NEIGHBORWORKS GREAT FALLS (NEIGHBORHOOD HOUSING SERVICES, INC OF GREAT FALLS) LOANS COMMITTEE**

WHEREAS, on April 17, 1979, Neighborhood Housing Services of Great Falls, Inc. (dba NeighborWorks Great Falls) was established by the City of Great Falls under Resolution 7280. The stated purpose of the organization was and continues to be to stimulate the investment of urban neighborhoods, to improve the housing stock within the City of Great Falls, and to provide direct loans at flexible rate and terms; and

WHEREAS, the City agrees to appoint an individual to act as the final decision maker over the organization's entire down payment assistance program, including funding received from the City of Great Falls, NeighborWorks America, the Montana Board of Housing, the Montana Department of Commerce and any and all other sources of secondary lending activities per Neighborhood Housing Services, Inc. of Great Falls underwriting policies/guidelines and restrictions placed upon the organization by the funding entity; and

WHEREAS, all Neighborhood Housing Services, Inc. of Great Falls loans are subject to the standards under which Neighborhood Housing Services, Inc. of Great Falls cooperates with the City in the performance of review and audit, and permits representatives of the City access to and the right to review Neighborhood Housing Services, Inc. of Great Falls' books, accounts and records.

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

That the Executive Director of the Great Falls Housing Authority, an employee of the City of Great Falls, be designated as the City representative who shall be a member of the Neighborhood Housing Services of Great Falls Loans Committee with the final authorization of the organization's secondary financing lending activities.

This Resolution shall become effective upon passage and approval.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on December 17, 2013.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

Adopted 12/17/2013



Commission Meeting Date: October 21, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement: Water Treatment Plant Sodium Hypochlorite, OF 1845.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Approve a Professional Services Agreement

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount not to exceed \$166,750.00 to Morrison-Maierle for engineering services for the Water Treatment Plant Sodium Hypochlorite project and authorize the City Manager to execute the agreement documents."

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

Staff Recommendation: Approve Professional Services Agreement (PSA)

Summary:

The City proposes to retain Morrison-Maierle for professional services to design the project, assist with the project's State Revolving Fund (SRF) loan, facilitate bidding for the construction contract, and ensure Supervisory Control and Data Acquisition (SCADA) system integration during design for the Water Treatment Plant Sodium Hypochlorite project. Once the design is complete, the City will amend the scope to include construction phase services and oversight for the project. Construction is scheduled to begin in 2026.

Background:

The Water Treatment Plant (WTP) currently uses chlorine gas (CG) for primary disinfection to meet Federal and State virus removal requirements. CG is added to the finished water within the Head House for pre-chlorination, and after the ultraviolet (UV) treatment for post-chlorination. CG is stored in the Head House building where it is mixed with solution water. CG is then transported under vacuum pressure roughly 300' via underground pipe to the UV building, where it is injected into process flow. Due to the safety concerns of transporting chlorine gas, WTP staff recommends replacing the current gaseous chlorine system with a bulk liquid sodium hypochlorite. The new liquid hypochlorite system will consist of storage tanks, secondary containment for safety, and a pump skid system that will create the desired disinfection without the additional risk of transporting gaseous chlorine.

Project Work Scope:

Attachment 1 is a detailed scope, which generally includes:

- Project Management
- Design, including plans, specifications, cost estimate, Department of Environmental Quality (DEQ) submittal, SRF loan assistance, SCADA services, and review meetings
- Bidding Phase, including pre-bid meeting, preparation of bid tabulations, and engineer's letter of recommendation

Conclusion:

The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program. City staff recommends approving the agreement with Morrison-Maierle.

Fiscal Impact:

Water Utility Funds have been programmed and budgeted for engineering services for the project.

Alternatives:

The City Commission could vote to deny the PSA, request a modified proposal, request Staff look for a different Consultant to perform the service, or cancel the project. Canceling the project will extend the time frame that WTP staff are working around gaseous chlorine which is a safety concern.

Attachments:

1. Professional Service Agreement
2. Project Summary Sheet

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **MORRISON-MAIERLE, INC**, 21 3rd Street N, Unit 4 B, Great Falls, Mt, 59401, hereinafter referred to as “Consultant.”

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

1. Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. Term of Agreement: This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

3. Scope of Work: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4. Payment: City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of ONE HUNDRED SIXTY SIX THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$166,750.00) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

Consultant 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. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnification: To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's negligence and/or errors or omissions in the performance of this Agreement and Consultant's work on the Project contemplated herein or work of any subcontractor or supplier to Consultant. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Consultant's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Consultant also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

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

*** Insurance Coverage at least in the following amounts is required:**

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits

- | | | |
|----|--|--|
| 5. | Employers' Liability | \$1,000,000 |
| 6. | Professional Liability (E&O)
(only if applicable) | \$1,000,000 per claim
\$2,000,000 aggregate |

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

*** If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: .**

Legal reviewer initials: ☐ **Approved** ☐ **Denied**

8. Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner consistent with the professional standard of practice under similar circumstance and in the same location.

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

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

11. 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.

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

13. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

14. Liaison: City's designated liaison with Consultant is **Calob Marquis** and Consultant's designated liaison with City is **Michael Kynett**.

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

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

CITY OF GREAT FALLS, MONTANA

CONSULTANT

By: _____
Print Name:
Print Title:
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

(Seal of the City)

 Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
 David G. Dennis, City Attorney*

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

September 19, 2025

EMAILED

Mr. Calob Marquis
City of Great Falls – Engineering Division
1025 25th Ave NE
Great Falls, MT 59404

Re: Water Treatment Plant Sodium Hypochlorite Project, O.F. 1845.1 – Proposal for Design and Bidding Phase Services

Dear Calob:

We are pleased to present to you this proposal to provide design and bidding phase services for the Sodium Hypochlorite project, O.F. 1845.1 at the Water Treatment Plant. Following is our understanding of the required scope of services, schedule, and fee assumptions.

Scope of Services

Our engineering fees were based on the following tasks as outlined in Attachment A. The tasks are summarized below.

As discussed with City Staff, we have included a SCADA system review for the project through a contract with AE2S. AE2S will review the 30%, 60%, and 90% design documents and provide comments to incorporate into the final design.

Task 100 Project Management

- Work related to the overall management of the project.

Task 200 Design Phase

- Kickoff meeting with City Staff
- Site topographic survey
- Geotechnical survey and report
- New bulk hypochlorite feed system, including tanks and control. (it is assumed the new storage tanks will be installed outdoors and not enclosed in a building, based on City preference)
- Preparing 30, 60% and 90% design documents.
- Design review meetings.
- Preparing basis of design report.
- Preparing required permit applications including coordination and follow-up activities.
- Preparing final design documents.

Task 300 Bidding

- Preparing bid documents, including bidding advertisement and pre-bid meeting.
- Contractor bidding coordination.
- Bid opening, including preparation of bid tab and award recommendation.

Task 400 SCADA Services (AE2S)

- Review coordination
- 30%, 60% and 90% design review.

Task 500 Miscellaneous Tasks

- City staff directed tasks added as requested.

Services not included in this scope to be negotiated as part of future amendment(s):

- Construction Phase Services
- SCADA programming, training, and start-up services

Schedule

The estimated project schedule is summarized below. The schedule is also included in Attachment A as part of the scope of services.

The milestone dates match what was discussed at the project scoping meeting. Morrison-Maierle will commit the necessary personnel and resources to complete the project as scheduled, barring any unforeseen delays due to agency reviews or other matters not in Morrison-Maierle's control.

Estimated Project Schedule	
<i>Project Task</i>	<i>Estimated Timeframe</i>
1. Contract Execution	Oct. 2025
2. 30% Design	Oct. – Nov. 2025
3. City Review	Nov. - Dec 2025
4. 60% Design	Dec. 2025 – Feb. 2026
5. City Review	Feb. - March 2026
6. 90% Design	March – April 2026
7. City Review	May - June 2026
8. Agency Submittal	July 2026
9. Advertising and Bidding	August 2026
10. Project Construction Award	September 2026
11. Construction	Oct. 2026 – March 2027

Fee Assumptions

Based on our understanding of the required scope of services as outlined in this letter, the following is a distribution of our proposed fees for each task of the project. A detailed fee breakdown is provided in Attachment B.

Our expenses include architectural and geotechnical services. Architectural services will include designs for a new shade structure and pump control building. Geotechnical services will include geotechnical borings at three identified locations at the water plant and groundwater observations at the two lower sites.

Fee Breakdown
Design and Bidding Services

Project Management	\$4,260
Design Phase	\$118,910
Bidding	\$9,520
SCADA Services (AE2S)	\$5,940
Miscellaneous Tasks	\$5,000
Expenses	\$23,120
Total	\$166,750

Thank you for the opportunity to provide engineering services for this project. We look forward to working with you.

Sincerely,

MORRISON-MAIERLE, INC.

Michael Kynett

Michael Kynett, P.E.
Project Manager

Encl: Attachment A – Scope of Services
Attachment B – Estimated Fee

**ATTACHMENT A
SCOPE OF SERVICES****CITY OF GREAT FALLS
WATER TREATMENT PLANT
SODIUM HYPOCHLORITE DESIGN AND BIDDING PHASE****September 19, 2025**

Background. Morrison-Maierle recently completed a study for the City of Great Falls evaluating chlorine disinfection alternatives to replace the existing gas chlorine system. City Staff has requested for Morrison-Maierle to proceed with design of the selected chlorine disinfection option (bulk sodium hypochlorite) and perform bidding services. This scope assumes the system will be outdoors and not enclosed in a building, based on City preference.

Scope. The scope of work is described in detail below and specifically includes the following:

- Task 100 – Project Management
- Task 200 – Design Phase
- Task 300 – Bidding
- Task 400 – SCADA Implementation
- Task 500 – Miscellaneous Tasks

The details of the project scope are broken down in the following detailed Tasks.

TASK 100 – PROJECT MANAGEMENT

Project Management. This task includes the work related to execution of any contract amendments or scope changes that may arise throughout the course of the project. This task also includes project management, such as coordinating with the City on critical issues, review meetings, managing activities within task budgets, and monitoring project progress. Project activities will be monitored for potential changes, with an emphasis on anticipating changes whenever possible, and, with the City's approval, project tasks and approach will be modified to keep the overall project within budget and on schedule.

Invoicing. This task includes preparation of monthly invoices associated with the work and submission to the City in a clear and concise format that illustrates the progress to date and budget status to date.

SRF Loan Support. This task involves assisting the City with preparing a State Revolving Fund (SRF) funding application for the project and providing additional support throughout the project timeline.

Work will include:

- Providing City Staff with assistance preparing the SRF project funding application. Assistance items will include 1) Project Description, 2) Estimated Project Budget, and 3) Project Schedule.
- Providing ongoing SRF funding assistance to City Staff during the design and bidding phases of the project. This assistance will include;
 - Up to twelve project funding meetings (virtual) with City and SRF Staff
 - Updates to project schedule and cost estimates
 - Loan reimbursement application assistance

TASK 200 –DESIGN PHASE

Design work will include:

- Kickoff meeting with City staff,
- Site topographic survey,
- Geotechnical survey and report,
- New bulk sodium hypochlorite feed system implementation design
- New tank foundation/structure site civil design,
- New tank foundation/structure Structural, Mechanical and Electrical design, foundation design for future building,
- Structural design of a shade structure over the new storage tanks, framing to support future pre-engineered metal building,
- Instrumentation and control design elements, including an enclosed control room, CMU building matching existing plant architecture,
- 30%, 60% and 90% design drawing deliverables,
- Design reviews with City (3),
- Basis of Design report,
- Construction cost estimate,
- DEQ submittal, coordination, and follow-up,
- City of Great Falls Building permit submittal and coordination,
- Final design review meeting with City, and
- 100% design documents.

30%, 60%, and 90% documents will be submitted to City staff for review and comments. Design drawings will include demolition, architectural, structural, process, mechanical, electrical, and instrumentation and control. The drawings will be advanced to a final design, adding details and notes as well as incorporating applicable City review comments. A final design review meeting will be conducted with City staff and then Agency review documents will be prepared and submitted to the applicable agencies.

The electrical and instrumentation design will be incorporated into the plant's existing system. Additional load panels and a Remote Terminal Unit (RTU) may be necessary for the new equipment. It is assumed that the RTU will have a Programmable Logic Controller and communication protocol to communicate with the plant SCADA system.

Some selective demolition of existing chemical tanks adjacent to the new chlorine feed system is anticipated, based on final siting of new facility.

An internal Morrison Maierle technical QA/QC review will be completed at various stages of the design phase. The applicable MDEQ permit application and City Building permit will also be completed and submitted with the design documents. Final drawings and specifications will be prepared, incorporating Agency review comments, for project advertising and bidding.

A flood plain and SHPO permit will also be prepared as applicable.

Deliverables. 30%, 60% and 90% review documents, basis of design report, MDEQ permit application, City of Great Falls Building permit application, updated construction cost estimate, and final drawings and specification documents.

TASK 300 – BIDDING

Bidding of the project will be supported by Morrison-Maierle to meet City and State law for procurement of services and equipment by municipalities. It is anticipated that a Design-Bid-Build project delivery approach will be utilized. Other project delivery options may require additional engineering fee. Drawings and specifications with contract documents will be produced and advertised. Coordination with contractors and the City to address questions during the bidding period is anticipated. A pre-bid meeting, production of addenda, bid opening, and award recommendation will be provided.

Deliverables. Pre-bid meeting minutes, bid addenda (if any), bid tabulations, and bid recommendation.

TASK 400 – SCADA SERVICES (AE2S)

This task includes work related to SCADA services provided during the design phase of the project.

- **Review Coordination.** This task involves preparing a contract with AE2S and coordinating on design reviews.
- **30%, 60% and 90% Design Review.** This task involves AE2S reviewing plans and specifications related to instrumentation and controls at 30% ,60% and 90% design milestones and providing comments to Morrison-Maierle to incorporate into the final design.

Construction-related tasks are anticipated to be added with a contract amendment once the design phase is completed. Those tasks would potentially include: PLC and equipment programing, controls startup, demonstration, and training, and post startup support.

TASK 500 – MISCELLANEOUS TASKS

Various miscellaneous tasks and efforts may be requested by the City during the design tasks or during construction. The Consultant will perform such tasks on an as-needed/assigned basis and develop additional scope of work and an associated engineering fee estimate.

Deliverables. As assigned and applicable.

Schedule

The estimated project schedule is provided in the table below.

Estimated Project Schedule	
<i>Project Task</i>	<i>Estimated Timeframe</i>
1. Contract Execution	Oct. 2025
2. 30% Design	Oct. – Nov. 2025
3. City Review	Nov. - Dec 2025
4. 60% Design	Dec. 2025 – Feb. 2026
5. City Review	Feb. - March 2026
6. 90% Design	March – April 2026
7. City Review	May - June 2026
8. Agency Submittal	July 2026
9. Advertising and Bidding	August 2026
10. Project Construction Award	September 2026
11. Construction	October 2026 – March 2027

Efforts and Items Not Included in Scope:

The following efforts and items are not included in the scope of services presented above nor in the fee provided below.

- Agency permitting fees.
- Design of enclosed building for chemical storage tanks
- Project advertisement costs.
- Value engineering effort.
- Re-bidding effort.
- Construction administration phase services (expected to be added via amendment after 90% design)
- SCADA programming, training, and start-up services as listed above in Task 400 (expected to be added via contract amendment after 90% design)

City Responsibilities:

- City staff to provide review comments of preliminary design documents.
- Permitting and review fees
- Bidding advertisement costs
- Lab testing for chemical/process calibration

Estimated Budget. \$132,690.00 (base fee) + \$23,120.00 (expenses) + \$5,940.00 (SCADA services) + \$5,000.00 (miscellaneous tasks) = \$166,750.00

See Attachment B – Estimated Fee

CITY OF GREAT FALLS

Water Treatment Plant Sodium Hypochlorite Design and Bidding Phase

ATTACHMENT B - ESTIMATED FEE

TASK/TASK DESCRIPTION	ESTIMATED LEVEL OF EFFORT - STAFF HOURS														TOTAL COST
	SUPERVISING ENGINEER IV	SUPERVISING ENGINEER II	SUPERVISING ENGINEER II	SENIOR ENGINEER II	SENIOR ENGINEER I	DESIGN ENGINEER I	ENGINEER INTERN II	LAND III	SURVEY TECHNICIAN II	CAD DESIGNER III	ADMIN COORD. III	(AE2S) SCADA PM	(AE2S) SCADA I&C	TOTAL HOURS	
Task 100 Project Management															
Project Management						10					2			12	
Monthly Invoicing and Budget Management						4								4	
SRF Loan Support	2					4					2			8	
Subtotal	2	0	0	0	0	18	0	0	0	0	4	0	0	24	\$4,260.00
Task 200 Design Phase															
Design Kickoff Meeting / Site Visit	2		4	4	4	2	2							18	
Topographic Survey								16	20	8				44	
30% Design Documents			12	16	12	16	30			64				158	
30% Review Meeting	2					2								4	
60% Design Documents	8		8	16	12	12	30			64				150	
60% Review Meeting	2					2	4							8	
90% Design Documents	8		4	8	4	8	12			40				84	
90% Review Meeting	2					2								4	
Prepare Basis of Design Report	8					2	24			4				38	
Quality Assurance Review		20												20	
DEQ Submittal and Follow-up	2					4	4			4	4			18	
City Building Permit Submittal and Follow-up						8				4	2			14	
Additional Permitting	2					8	4			2	2			18	
Final Review Meeting	2					2	4							8	
Prepare Final Drawings & Contract Documents	2		2	2	2	8	8			16				40	
Update Construction Cost Estimate	1		1	1	1	2	4							10	
Subtotal	49	20	31	47	35	78	126	16	20	206	8	0	0	636	\$118,910.00
Task 300 Bidding															
Bid Package Advertisement and Distribution						4					12			16	
Pre-Bid Conference	2					4								6	
Bid Questions and Addenda	2		2	2	2	4	4							16	
Bid Opening						2								2	
Bid Review & Recommendation of Award						4								4	
Prepare Executed Contract Documents						2					10			12	
Subtotal	4	0	2	2	2	20	4	0	0	0	22	0	0	56	\$9,520.00
Task 400 SCADA Services (AE2S)															
Review Coordination (MMI)	1		1			2					1			5	\$1,040.00
30%, 60%, and 90% Design Review													Lump Sum Cost		\$4,900.00
Subtotal	1	0	1		0	2	0		0	0	1	0	0	5	\$5,940.00
Task 500 Miscellaneous Tasks															
Miscellaneous Tasks as Required or Assigned															\$5,000.00
TOTAL HOURS REQUIRED	56	20	34	49	37	118	130	16	20	206	35	0	0	721	
HOURLY LABOR RATE	297.00	257.00	257.00	225.00	203.00	174.00	143.00	168.00	109.00	175.00	132.00	242.00	213.00		
TOTAL COST OF LABOR	\$16,632	\$5,140	\$8,738	\$11,025	\$7,511	\$20,532	\$18,590	\$2,688	\$2,180	\$36,050	\$4,620	\$0	\$0	\$133,706	\$143,630

MMI DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST (\$)	TOTAL COST (\$)	ASSUMPTIONS
Architect	lump sum	1	5000	5000	
Geotechnical Services	lump sum	1	15000	15000	
Survey Equipment	days	2	640	1280	
Survey Travel	miles	200	1.06	212	
Automobile Travel	miles	950	0.84	798	5 trips from Helena
Printing	sheets	6000	0.10	600	
Plan Sheets	sheets	250	0.40	100	
Meeting Materials	lump sum	1	25.00	25	
Postage/FedEx charges	lump sum	2	50.00	100	
TOTAL DIRECT EXPENSES				\$23,120	

PHASE FEE SUMMARY

TOTAL LABOR	\$143,630
TOTAL DIRECT EXPENSES	\$23,120
ESTIMATED TOTAL ENGINEERING FEE	\$166,750

PROJECT SUMMARY SHEET:
WTP Sodium Hypochlorite, OF 1845.1
FY 2026 Capital Improvement Plan
Current as of: October 7, 2025

Description: Design and construction administration of bulk storage of sodium hypochlorite and chemical feed equipment to replace gaseous chlorine for disinfection of raw water.

Justification: Replacing gaseous chlorine will lower hazardous risk to personnel and remove aging equipment.

Scope: New storage, mechanical equipment, minor HVAC, electrical, piping, and other associated items.

Added to CIP: FY2025

CIP Timeline: Scheduled to construct in FY 26

Cost:

- Professional service agreement with Morrison Maierle \$167k
- Construction Bid \$TBD
- Awarded Cost: TBD
- Final Cost: TBD

Funding Source(s): Utilities – Water Fund (Consultant): SRF Loan (Construction)

Planned Execution Method: Design-Bid-Build, Project Management

Planned Construction CY: Second half 2026

Current Project Stage (Estimated Completion Date): Design (winter 2025-26), Construction (summer 2026), Warranty (2028)

- Design Method: Consultant
- Contractor: (TBD)

Map & Site Pictures:



Figure 1: Chlorine Storage Room

PROJECT SUMMARY SHEET:
WTP Sodium Hypochlorite, OF 1845.1
FY 2026 Capital Improvement Plan
Current as of: October 7, 2025

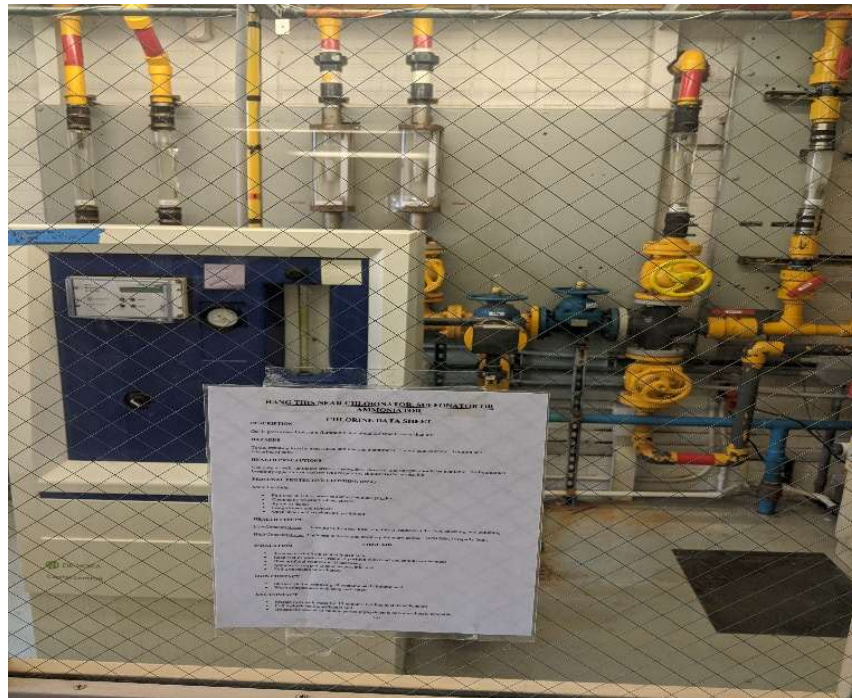


Figure 2: Injector Room



Figure 3: Injector Room

Public Works Engineering Division POC: , Project Manager, 771-1258

PROJECT SUMMARY SHEET:
WTP Sodium Hypochlorite, OF 1845.1
FY 2026 Capital Improvement Plan
Current as of: October 7, 2025



Public Works Engineering Division POC: , Project Manager, 771-1258



Commission Meeting Date: October 21, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement: 2026 Water Master Plan; OF 1796.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and approve a Professional Services Agreement

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/deny) a Professional Services Agreement in the amount not to exceed \$326,470.00 to Advanced Engineering and Environmental Services for the 2026 Water Master Plan project and authorize the City Manager to execute the agreement."

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

Staff Recommendation: Approve the Professional Services Agreement (PSA).

Summary: The City proposes to retain Advanced Engineering and Environmental Services (AE2S), to complete the water system analysis, recommend improvements, and complete the final report. This Water Master Plan will replace the 2006 Master Plan and is required to be updated every 20 years by the State of Montana.

Background:

Significant Impacts:

Disruptions to the water distribution service are expected to be minimal to nonexistent. AE2S will need access to various Water System facilities to perform their analysis and gather data, however these investigations will have relatively short individual durations and have low impact on water utility employees.

Citizen Participation:

AE2S plans to solicit feedback and interact with the community to be informed of how citizens wish the water system to better serve them. This includes the creation of a short executive summary (approximately 24 pages) of the report, which will contain easily digestible visuals to communicate information to those without an engineering background. AE2S will also host a public open house in addition to a City Commission presentation to solicit feedback.

Workload Impacts:

City Staff will participate in regular communication with the consultant, provide necessary background information to the consultant, and be involved in project administration.

Purpose:

This project will generate a comprehensive Water System Master Plan to inform development, maintenance, and budget. The guidance provided by this Master Plan will highlight the strengths and weaknesses of the water system and propose projects for completion, accounting for the priorities of the water system and water plant managers by analyzing the City's water rights, assessing vulnerabilities, projecting future needs, and strengthening reliability. The existing Water Master Plan is nearly 20 years old, requiring the City to update it due to State guidelines. Having an updated Water Master Plan is key to identifying areas for improvement, effectively caring for the system, maintaining our water rights, and ensuring the healthy growth of the City.

Evaluation and Selection Process:

AE2S was selected for this project based on the City's Architect, Engineer, and Surveyor selection policy utilizing the Request for Proposal (RFP) process. Three consultant firms responded to the RFP and two of the firms were interviewed. AE2S has successfully designed, managed, and completed Master Plans for cities of similar size to Great Falls. AE2S also has significant experience with many components of our water system, including interim management of the Water Treatment Plant and creating the current Water System Model. This experience will allow AE2S to effectively move forward with designing and completing the 2026 Water Master Plan.

Project Work Scope:

See Attachment 2.

Conclusion:

The project has been selected to update the 20-year-old water master plan from 2006. The new water master plan will look at strengthening the reliability of the City's water system, analyze the City's water rights, and project future needs. City staff recommends approving the Agreement with AE2S.

Fiscal Impact:

This project was selected and prioritized in accordance with the Public Works Capital Improvement Program and is being funded through the Water Utility Funds.

Alternatives:

The City Commission could vote to deny the Professional Services Agreement, request a modified proposal, and request Staff look for a different Consultant to perform the service, or cancel the project. This would likely result in increased costs for engineering services, a delay in the creation of the up-to-date master plan, and lead to making development decisions based on outdated information.

Attachments:

1. Professional Services Agreement
2. Project Summary Sheet

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC (AE2S)**, 405 3rd St NW, Suite 205, Great Falls, 59404, hereinafter referred to as “Consultant.”

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

1. Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. Term of Agreement: This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

3. Scope of Work: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4. Payment: City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of THREE HUNDRED TWENTY SIX THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$326,470.00) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

Consultant 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. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

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

6. Indemnification: To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's negligence and/or errors or omissions in the performance of this Agreement and Consultant's work on the Project contemplated herein or work of any subcontractor or supplier to Consultant. The foregoing duty to defend shall apply solely to any such defense obligations that are covered by Consultant's insurance specified in this Agreement. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Consultant's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Consultant also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

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

*** Insurance Coverage at least in the following amounts is required:**

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits

5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per claim \$2,000,000 aggregate

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

*** If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: .**

Legal reviewer initials: ☐ **Approved** ☐ **Denied**

8. Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner consistent with the professional standard of practice under similar circumstance and in the same location.

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

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

11. 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.

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

of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

14. Liaison: City's designated liaison with Consultant is **Carter Storrusten** and Consultant's designated liaison with City is **Ross Hanson**.

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

16. Contractor Relationship: Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between City and such contractor. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees and/or agents acting under the direction and control of Consultant) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Consultant.

17. No Third-Party Beneficiaries: Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

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

CITY OF GREAT FALLS, MONTANA

**CONSULTANT
ADVANCED ENGINEERING AND
ENVIROMENTAL SERVICES, LLC (AE2S)**

By: _____
Print Name: Gregory T. Doyon
Print Title: City Manager
Date:

By: _____
Print Name: Brian R. Bergantine, PE
Print Title: Project Quality Director
Date: 10/9/2025

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk APPROVED

AS TO FORM:

By _____
David G. Dennis, City Attorney*

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

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

Descriptions of the tasks to be completed by Consultant under this Agreement are as follows:

I. PROJECT MANAGEMENT

- A. Coordinate with the City regarding the scope of the project, prepare an estimate of engineering fees, and submit a detailed scope of engineering services.
- B. Conduct a kickoff meeting with the City staff to discuss the project approach and data needs.
- C. Prepare for and facilitate six (6) progress meetings focused on the following:
 - 1. Basis of Planning
 - 2. Infrastructure Evaluations and Vulnerability Assessments
 - 3. Capital Improvement Project (CIP) Prioritization and Scenario Planning
 - 4. CIP Reporting Tool Framework Development
- D. Prepare for and facilitate one (1) public open house and one (1) City Commission presentation to communicate plan goals, findings, and recommendations.
- E. Deliverables:
 - 1. Meeting minutes and handouts delivered to the City within one week of completing each meeting.

Estimated Fee: \$28,182

II. BASIS OF PLANNING

- A. Coordinate with the City staff regarding the following:
 - 1. Planning Period Definition
 - 2. Growth Policy Alignment and Boundary Definition
 - 3. Future Land Use Characterization
 - 4. Water Duty Factors.
- B. Develop Basis of Planning framework and coordinate with the City on necessary GIS information, such as:
 - 1. Current Boundaries
 - 2. Planned Annexations
 - 3. Zoning Considerations
 - 4. Any anticipated modifications.
- C. Compile planning documentation into a Basis of Planning Technical Memorandum.
- D. Deliverables:
 - 1. Three (3) paper copies and one (1) electronic copy of the Basis of Planning Technical Memorandum, delivered within two (2) weeks of completion of compilation of information.

Estimated Fee: \$18,212

III. WATER SUPPLY ANALYSIS

- A. Conduct a comprehensive review of the City's Missouri River water rights portfolio, identify any risks, and develop strategies to strengthen the City's position.
- B. Evaluate current and emerging legal challenges which could impact the City's water supply and provide a risk framework to outline potential scenarios and recommendations.
- C. Assess the role of reserved Sun River water rights and any supplemental supplies in providing long-term flexibility to provide operational redundancy.
- D. Complete water supply infrastructure evaluation to determine vulnerabilities regarding the following scenarios:
 - 1. Extended drought conditions
 - 2. Emergency outages of operational changes at upstream dams/diversions
 - 3. Source contamination events
 - 4. Regional emergencies requiring curtailments of municipal use
- E. Develop Vulnerability Assessment identifying system resiliency measures and provide recommendations to be incorporated into the CIP.
- F. Estimate water supply needs through planning horizon windows to compare Growth Policy demand projections with available water rights.
- G. Compile all water supply related recommendations into a capital and policy improvement plan.
- H. Conduct a review of current and emerging State and Federal water supply regulations.
- I. Deliverables:
 - 1. One (1) electronic copy of the Regulatory Compliance Technical Memorandum, delivered within one (1) week of completion of compilation of information
 - 2. One (1) paper copy and one (1) electronic copy of the Water Supply Capital Improvement Plan

Estimated Fee: \$29,954

IV. WATER TREATMENT ANALYSIS

- A. Complete a treatment process evaluation to determine vulnerabilities based on current and projected regulatory requirements, including the following analyses:
 - 1. Pretreatment and Filtration performance and reliability
 - 2. Hydraulic Limitations within treatment trains
 - 3. Enhancing capacity and reliability during peak demands
- B. Assess disinfection practices and recommend operational or facility improvements to optimize disinfection byproduct (DBP) control and residual maintenance.
- C. Evaluate current electrical and backup power configuration at the WTP, including analysis of alternatives for a second generator and reconfiguration of electrical services.
- D. Re-evaluation of 2013 High Service Pumping Study to confirm pump operating conditions, design of VFD integration, and development of implementation plan.

- E. Assess the existing chemical dosing program and provide recommendations on potential modifications to feed locations, control strategies, and monitoring practices to optimize dosing effectiveness.
- F. Summarize treatment regulations, including DBPs, emerging contaminants, and backup power resiliency requirements.
- G. Review Risk and Resilience Assessment documentation and identify risks related to equipment failure, electrical outages, cybersecurity, and staffing which could compromise WTP reliability.
- H. Evaluate WTP capacity to meet projected demands through planning horizons, applying DEQ design criteria for capacity requirements, and assessing each process step to identify bottlenecks and alternatives for capacity expansion or operational modifications.
- I. Compile all water treatment related recommendations into a treatment-focused capital improvement plan including project sequencing, cost estimates, and prioritization.
- J. Deliverables:
 - 1. One (1) electronic copy of the Treatment Vulnerability Technical Memorandum, delivered within one (1) week of completion of compilation of information
 - 2. One (1) paper copy and one (1) electronic copy of the Water Treatment Capital Improvement Plan

Estimated Fee: \$33,300

V. WATER DISTRIBUTION ANALYSIS

- A. Develop a comprehensive pipe replacement and rehabilitation program, including condition and break history evaluation, prioritization of renewal projects, and preparation of a phased capital improvement schedule.
- B. Identify and design distribution system improvements to alleviate issues revealed within the recent hydraulic model calibration.
- C. Update hydraulic model to reflect current system configuration, incorporate GIS updates, recent distribution updates, and operational data.
- D. Update hydraulic model demand allocation using latest meter data, land use information, and Growth Policy projections.
- E. Conduct model scenarios to represent projected demands for planning horizons to identify infrastructure improvements needed to serve future growth.
- F. Utilize calibrated model to evaluate ability to provide fire flow under peak day demands and examine system resiliency under outage or emergency scenarios.
- G. Assess vulnerabilities under critical scenarios, expanding on the risk model to quantify magnitude of impact.
- H. Compile all distribution system related recommendations into a distribution-focused capital improvement plan including project sequencing, cost estimates, and prioritization.

I. Deliverables:

1. Provide updated hydraulic model
2. One (1) electronic copy of the Distribution Vulnerability Technical Memorandum, delivered within one (1) weeks of completion of compilation of information
3. One (1) paper copy and one (1) electronic copy of the Water Distribution Capital Improvement Plan

Estimated Fee: \$35,102

VI. WATER STORAGE AND PUMPING SYSTEMS ANALYSIS

- A. Review existing tank and reservoir capacities relative to DEQ design standards for operational, fire, and emergency storage.
- B. Complete visual condition assessments of water storage and pumping facilities, including structural, electrical/I&C, and mechanical conditions, to determine deficiencies.
- C. Evaluate and recommend improvements to existing pump stations to address identified hydraulic deficiencies and maintain reliable service during peak demand.
- D. Evaluate system vulnerability associated with reliance on single facilities and provide recommendations for improvements to provide system resiliency.
- E. Assess water storage and pumping facilities performance relative to capacity and water quality, focusing on turnover rates, mixing, and disinfection residual maintenance.
- F. Compile all water treatment related recommendations into a storage and pumping focused capital improvement plan including project sequencing, cost estimates, and prioritization.
- G. Evaluate vulnerabilities associated with storage and pumping, focusing on risks associated with capacity, reliability, or water quality. Specific vulnerabilities include:
 1. Single Point of Failure
 2. Structural Failure
 3. Extended Power Outages
 4. Insufficient Turnover
 5. Seismic or Geotechnical
- H. Evaluate environmental considerations and permitting requirements that may affect proposed water storage, pumping, and distribution improvements.
- I. Deliverables:
 1. One (1) electronic copy of the Storage and Pumping Vulnerability Technical Memorandum, delivered within one (1) week of completion of compilation of information
 2. One (1) paper copy and one (1) electronic copy of the Water Storage and Pumping Capital Improvement Plan

Estimated Fee: \$35,148

VII. FINANCIAL PLANNING

- A. Link all capital improvement projects identified to cost estimates, timing, and funding responsibility, including:
 - 1. Assign project costs to near, mid, and long-term planning horizons
 - 2. Differentiate between renewal/replacement projects versus capacity or regulatory driven improvements
 - 3. Allocate costs by service area and project type
 - 4. Develop a transparent methodology to allow allocation updates in future planning cycles
- B. Prepare a detailed financial analysis connecting projected CIP costs with user rate requirements, including:
 - 1. Develop baseline expense forecasts under existing rates/revenue
 - 2. Identify revenue gaps created by the proposed CIP
- C. Identify and evaluate potential external funding sources to complement rate revenues and reduce financial burden on ratepayers, including:
 - 1. Review eligibility and requirements for Federal and State grant/loan programs
 - 2. Evaluate bond financing options, including timing and debt service impacts
 - 3. Outline potential for developer contributions in new growth areas
 - 4. Prepare a funding strategy matrix which pairs projects with the most appropriate funding sources
- D. Deliverables:
 - 1. One (1) electronic copy of the Financial Plan Technical Memorandum, delivered within one (1) weeks of completion of compilation of information
 - 2. One (1) paper copy and one (1) electronic copy of the Funding Strategy Summary

Estimated Fee: \$14,848

VIII. DYNAMIC CIP (OPTX)

- A. Configure the OptX platform to integrate identified projects, including a comprehensive project inventory, cost estimates, and prioritization criteria.
- B. Apply risk mitigation and optimization tools to prioritize projects and allow comparison of needs on a common basis.
- C. Build and run multiple future scenarios within OptX to evaluate timing and sequencing of CIP projects under varying growth projections, demand conditions, and regulatory requirements.
- D. Coordinate OptX outputs with City's financial and billing data to create dynamic cash flow forecasts and rate planning scenarios.
- E. Develop user-friendly dashboards and reports within OptX to clearly communicate capital priorities, timing, and funding needs.
- F. Deliverables:

1. Provide one year of support for OptX Capital Improvement Planning Tool

Estimated Fee: \$16,712

IX. MASTER PLAN REPORT/GRAPHICAL EXECUTIVE SUMMARY

- A. Prepare comprehensive Draft Water System Master Plan report consolidating all findings and recommendations for City review and comment.
- B. Develop a Graphical Executive Summary for each major system component to improve usability and communication of Water System Master Plan.
- C. Develop interactive GIS dashboards to connect capital projects, condition assessments, and modeling results to a map-based interface.
- D. Incorporate City feedback and finalize Water System Master Plan.
- E. Prepare for, and facilitate, presentations to City Staff, stakeholders, and City Commission.
- F. Consolidate all vulnerability assessments across the water system into a unified system-wide analysis, including:
 1. Critical facility failure scenarios
 2. Regional emergencies
 3. Cybersecurity
 4. Interdependencies between system components and cascading failure risks
- G. Deliverables:
 1. Provide GIS-Integrated Dashboards
 2. Three (3) paper copies and one (1) electronic copy of the Draft Water System Master Plan delivered to City for review and comment.
 3. Three (3) paper copies and one (1) electronic copy of the Final Water System Master Plan and Graphical Executive Summary, delivered to City two (2) weeks after receiving City feedback.

Estimated Fee: \$65,012

X. ADDITIONAL SERVICES

- A. Assist City with miscellaneous project work as identified.
- B. Deliverables – as needed.

Estimated Fee: \$50,000

Fee Summary:		
I.	Project Management	\$ 28,182
II.	Basis of Planning	\$ 18,212
III.	Water Supply Analysis	\$ 29,954
IV.	Water Treatment Analysis	\$ 33,300
V.	Water Distribution Analysis	\$ 35,102
VI.	Water Storage & Pumping Systems Analysis	\$ 35,148
VII.	Financial Planning	\$ 14,848
VIII.	Dynamic CIP (OptX)	\$ 16,712
IX.	Master Plan Report/Graphical Executive Summary	\$ 65,012
X.	Additional Services	<u>\$ 50,000</u>
Estimated Fee:		\$ 326,470

EXHIBIT B – FEE SCHEDULE

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2025 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$70.00	I&C Assistant 1	\$108.00
Administrative 2	\$85.00	I&C Assistant 2	\$134.00
Administrative 3	\$99.00	I&C 1	\$160.00
		I&C 2	\$189.00
Communications Specialist 1	\$113.00	I&C 3	\$213.00
Communications Specialist 2	\$132.00	I&C 4	\$226.00
Communications Specialist 3	\$152.00	I&C 5	\$237.00
Communications Specialist 4	\$183.00		
Communications Specialist 5	\$202.00	IT 1	\$140.00
		IT 2	\$189.00
Construction Services 1	\$135.00	IT 3	\$232.00
Construction Services 2	\$165.00		
Construction Services 3	\$183.00	Land Surveyor Assistant	\$103.00
Construction Services 4	\$203.00	Land Surveyor 1	\$124.00
Construction Services 5	\$224.00	Land Surveyor 2	\$150.00
		Land Surveyor 3	\$169.00
Engineering Assistant 1	\$91.00	Land Surveyor 4	\$186.00
Engineering Assistant 2	\$107.00	Land Surveyor 5	\$205.00
Engineering Assistant 3	\$135.00		
Engineer 1	\$146.00	Operations Specialist 1	\$108.00
Engineer 2	\$175.00	Operations Specialist 2	\$135.00
Engineer 3	\$205.00	Operations Specialist 3	\$167.00
Engineer 4	\$237.00	Operations Specialist 4	\$191.00
Engineer 5	\$254.00	Operations Specialist 5	\$214.00
Engineer 6	\$269.00		
		Project Coordinator 1	\$125.00
Engineering Technician 1	\$90.00	Project Coordinator 2	\$140.00
Engineering Technician 2	\$113.00	Project Coordinator 3	\$156.00
Engineering Technician 3	\$136.00	Project Coordinator 4	\$172.00
Engineering Technician 4	\$152.00	Project Coordinator 5	\$194.00
Engineering Technician 5	\$174.00		
		Project Manager 1	\$221.00
Financial Analyst 1	\$121.00	Project Manager 2	\$242.00
Financial Analyst 2	\$137.00	Project Manager 3	\$259.00
Financial Analyst 3	\$165.00	Project Manager 4	\$274.00
Financial Analyst 4	\$180.00	Project Manager 5	\$293.00
Financial Analyst 5	\$201.00	Project Manager 6	\$307.00
GIS Specialist 1	\$113.00	Sr. Designer 1	\$192.00
GIS Specialist 2	\$137.00	Sr. Designer 2	\$213.00
GIS Specialist 3	\$162.00	Sr. Designer 3	\$229.00
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00	Sr. Financial Analyst 1	\$227.00
		Sr. Financial Analyst 2	\$248.00
		Sr. Financial Analyst 3	\$269.00
		Technical Expert 1	\$348.00
		Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

EXHIBIT C – INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE: Agenda #14.
10/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@wtwco.com	
INSURED Advanced Engineering and Environmental Services, LLC 4050 Gardenvue Dr Suite 200 Grand Forks, ND 58201	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	
	INSURER B: Transportation Insurance Company	
	INSURER C: Lexington Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W40949936

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		7015548497	10/04/2025	10/04/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	Y		7015548709	10/04/2025	10/04/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
						\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	7015548337	10/04/2025	10/04/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			031565569	10/04/2025	10/04/2026	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: P05231-2023-003 Great Falls Water System Master Plan

City of Great Falls is included as an Additional Insured as respects to General Liability and Auto Liability as required by written contract.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be

CERTIFICATE HOLDER

CANCELLATION

City of Great Falls MT PO Box 5021 Great Falls, MT 59403-5021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Advanced Engineering and Environmental Services, LLC 4050 Gardenview Dr Suite 200 Grand Forks, ND 58201
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

purchased by Additional Insured.

PROJECT SUMMARY SHEET:
2026 WATER MASTER PLAN, OF 1796.1
FY 2026 Capital Improvement Plan
Current as of: October 7, 2025

Description: This project is a comprehensive analysis of the state of the Water System and creation of a comprehensive document to inform future development and maintenance. This will require the Consultant to perform analyses and collect data from multiple points throughout the system. This information will then be compiled into a comprehensive report and a ~24 page executive summary designed to communicate information to persons without engineering knowledge.

Justification: The previous Water Master Plan was completed in 2006, nearly 20 years ago. The State of Montana requires these plans be updated at least every 20 years. It is also important to identify the strengths and weaknesses of our water system and have a comprehensive planning-level document to inform and prioritize development and maintenance projects.

Scope: The City's entire Water Delivery System.

Added to CIP: 1st half FY2026

CIP Timeline: On track

Cost:

- Awarded Cost: TBD
- Final Cost: TBD

Funding Source(s): Water Utilities Funds, Water Treatment Funds

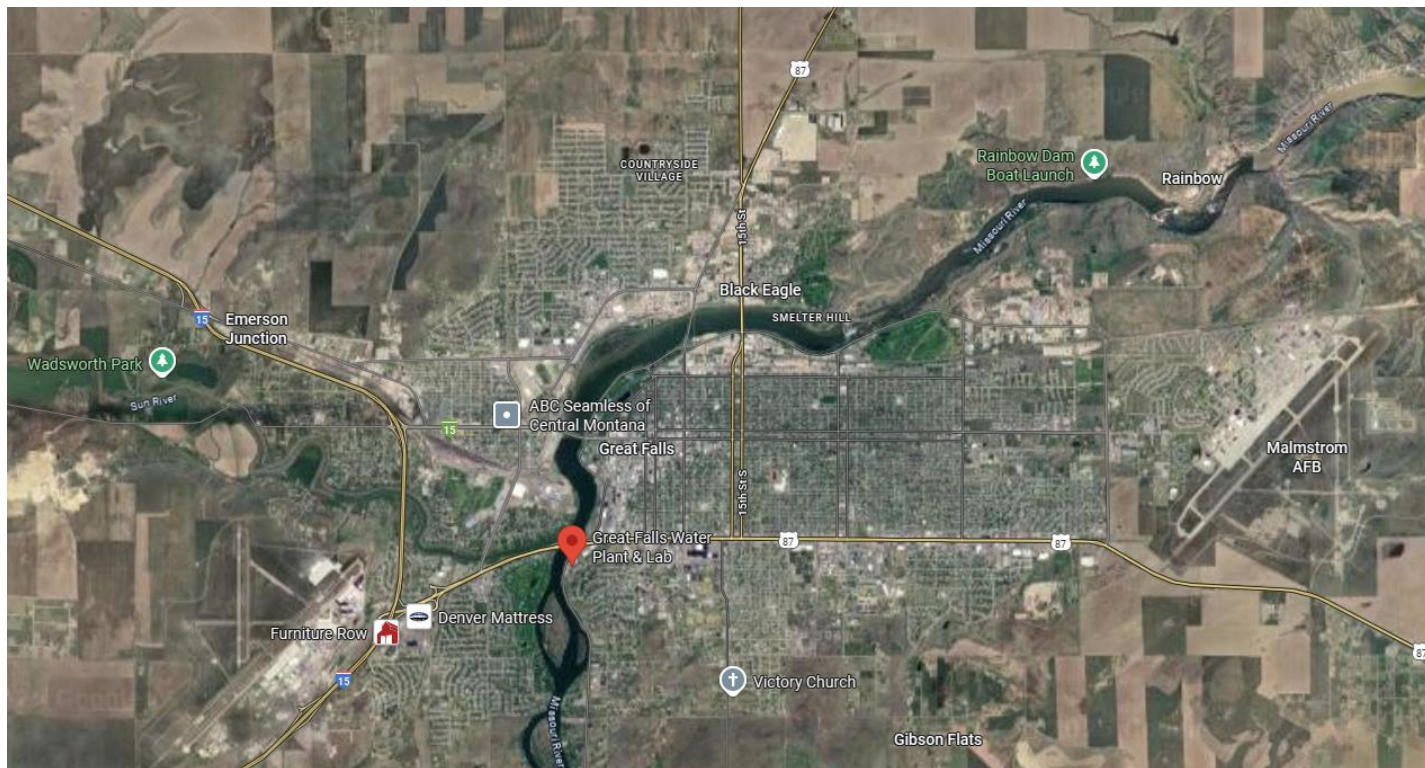
Planned Execution Method: RFP-Design

Planned Construction CY: NA

Current Project Stage (Estimated Completion Date): Planning (Fall 2026)

- Design Method: Consultant

Map & Site Pictures:





Commission Meeting Date: October 21, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: One Residential Automated Side Loader

From: Doug Alm, City Fleet Manager

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one new Autocar tandem axle cab & chassis with a Heil rapid rail thirty-three-yard body from Kois Brothers Equipment of Great Falls, Montana, through Sourcewell, for a total of \$446,100.00.”

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

Staff Recommendation: Approve purchase.

Background:

Purpose

The tandem axle cab & chassis with the rapid rail side loader body will be used in the Sanitation Division for residential solid waste collection along alleys and streets. Side loaders reduce labor cost, which is the most significant cost factor in residential solid waste collection.

Evaluation and Selection Process

The recommended purchase and installation will be procured through the City’s membership in Sourcewell, a governmental purchasing service cooperative based in Minnesota. The City secures memberships in governmental cooperative purchasing entities under §§ 18-4-124 and 18-4-401 *et seq.*, MCA. These memberships access a wide range of products and services from competitively solicited bids and proposals from various vendors. The Sourcewell Contract is: 110223-THC– Heil.

The City can then work with the contract managers at the purchasing cooperative to verify pricing, ask questions about contract structures and ultimately enter into contracts directly with the vendors. In this particular case, the City is accessing a Sourcewell contract for a tandem axle cab & chassis with a rapid rail refuse packer with. Kois Brothers Equipment of Great Falls, Montana.

The following improvements will make this new unit more effective and efficient than the old unit:

- LED lights
- Improved driver and passenger seats
- Antilock brakes
- New X12 Engine with fuel saving technology
- Three-year warranty

This unit will replace Unit #912, a 2017 Autocar/Heil rapid rail with 14,017 hrs. of operation. This unit was damaged beyond repair in a motor vehicle accident, for which the City was not deemed at fault. The unit will be retained for salvage of used parts.

Conclusion

The bid specifications from Sourcewell meet the City's current specifications for a tandem axle cab & chassis with a side loader refuse packer.

Fiscal Impact: Funds for this scheduled purchase will come from an indemnity coverage payment of \$198,951.56 from MMIA. The remaining \$247,148.44 will be funded from the Equipment Revolving Schedule (ERS). This is an unscheduled purchase due to the accident; therefore, we are requesting budget carryover authority from additional revenues received in FY 2025 for the remaining amount.

Alternatives: The City Commission could vote to reject the purchase of this new tandem axle cab & chassis with a rapid rail side loader body. This would have a significant negative effect on the City's ability to service residential sanitation customers in a timely manner. Increasing residential accounts add extra wear and tear to these resources. Deferring this purchase would lead to extended downtime and increased maintenance costs of the current unit and slow the Sanitation Division's ability to perform routine services. Postponing this purchase would also have a negative effect on the division's ERS, impacting future purchases.

Attachments/Exhibits:

Kois Brothers Equipment. – Invoice

Quote # 25-4094
Date: 08/11/25

PAGE 1

* QUOTE *

Customer: 7725
Quote to: CITY OF GREAT FALLS
1025 25TH AVE. N.E.

GREAT FALLS MT 59404

HEIL SOURCEWELL# 110223-THC
REPLACEMENT FOR WRECKED TRUCK

2025 AUTOCAR ACX64 TANDEM AXLE HEIL FACTORY READY CHASSIS
SINGLE RIGHT HAND STEER
20,000 FRONT, 46,000 REAR, 66,000 TOTAL GVW
CUMMINS MX12 DIESEL ENGINE
ALLISON 4500RDS TRANSMISSION W/PTO PROVISION
PAINTED WHITE
SPECS/BUILD SAME AS OLD TRUCK
PRICE----- \$215,000.00

HEIL DURAPACK RAPID RAIL 33YD AUTOMATED SIDELOADER
FULL EJECT/PACKER BODY CYLINDERS
UNIVERSAL NON-BELT GRABBERS ARMS
TRANSMISSION MOUNTED PTO/PUMP HYD.
OPERATE-IN-GEAR-AT-IDLE SYSTEM
1/4" BODY FLOOR
SINGLE JOYSTICK CONTROL
IN CAB ELECTRICAL "ON DEMAND" PACKING CONTROLS
STREET SIDE ACCESS DOOR
STROBE LIGHT ON CAB OR TRUCK
SPLIT SCREEN COLOR LCD- HOPPER AND REAR
SERVICE HOIST KIT
FULL MOUNT AT HEIL PLANT
PAINT ONE COLOR- WHITE
1 YEAR BODY WARRANTY
REFUSE BODY PACKAGE PRICE----- \$218,900.00
FOB GREAT FALLS, MT

OPTIONS:

ADDITIONAL 2 YEAR BODY WARRANTY-----ADD \$12,200.00

BEST REGARDS,

*** CONTINUED NEXT PAGE ***

Quote # 25-4094
Date: 08/11/25

PAGE 2

Customer: 7725
Quote to: CITY OF GREAT FALLS
1025 25TH AVE. N.E.

GREAT FALLS MT 59404

* QUOTE *

KEVIN SMERKER
BRANCH MANAGER



Commission Meeting Date: October 21, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10605, Resolution 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 Thereof

From: Melissa Kinzler, Finance Director

Initiated By: Public Works Department

Presented By: Melissa Kinzler, Finance Director

Action Requested: Adoption of Resolution 10605

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10605.”

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 adopt Resolution 10605 authorizing the issuance and fixing the terms and conditions of the \$2,000,000 Water System Revenue Bond for the Water Treatment Plant Head House (Head House) and Rapid Mix Vault repairs; OF 1332.7.

Summary: Resolution 10605 will fund the construction contract awarded to Sletten Construction Company at the October 7, 2025 City Commission meeting. 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.

Background:

The Head House, originally constructed in 1916, is the oldest structure at the facility and a vital component of the water treatment process. All of the City’s water flows through this building. The structure includes the Receiving Chamber, two Rapid Mix chambers, and the Settled Water Flume. Severe deterioration has been observed in the concrete slabs and beams of these tanks, with some areas so compromised that concrete may be falling into the tanks.

A structural evaluation by TD&H Engineering led to a design that includes:

- Replacement of the Operating Floor and basement slab and beams
- Installation of stainless-steel channel frames and diamond plate flooring above the Receiving Chamber for improved access and maintenance
- Reconstruction of tank lids with concrete where longer shutdowns are feasible
- Replacement of deteriorated basement structures

These repairs are essential to maintaining uninterrupted drinking water service and protecting staff safety. Construction is anticipated to occur from October 2025 through August 2026.

Fiscal Impact: 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.

Alternatives: The City Commission could elect to deny the Resolution. This would prevent funding for the construction contract for the Water Treatment Plant Head House and Rapid Mix Vault repair. The Public Works Department would have to cancel the contract with Sletten Construction or identify alternative revenue sources.

Concurrences: The Finance Department and Public Works Department have worked together with bond counsel (Dorsey & Whitney, LLC,) and the State of Montana DNRC to complete the financing for the much-needed Water Treatment Plant project.

Attachments/Exhibits: Resolution 10605

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the “City”), hereby certify that the attached resolution is a true copy of Resolution No. 10605 entitled: “RESOLUTION 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 THEREOF” (the “Resolution”), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a meeting on October 21, 2025, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this 21st day of October, 2025.

(SEAL OF CITY)

 Lisa Kunz, City Clerk

SUPPLEMENTAL BOND RESOLUTION

Relating to

\$2,000,000
WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2025

CITY OF GREAT FALLS, MONTANA

Adopted: October 21, 2025

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(For convenience only, not a part of this Supplemental Resolution)

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RESOLUTION NO. 10605

RESOLUTION 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 THEREOF

RECITALS:

WHEREAS, pursuant to the Drinking Water State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 6, Part 2, as amended (the “State Act”), the State of Montana (the “State”) has established a revolving loan program (the “Program”) to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the “DNRC”), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the “DEQ”), and has provided that a drinking water state revolving fund (the “Revolving Fund”) be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state drinking water revolving fund under the federal Safe Drinking Water Act (the “Safe Drinking Water Act”), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the State Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Safe Drinking Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the City of Great Falls, Montana (the “Borrower”) has applied to the DNRC for the 2025 Loan (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for a portion of the costs of the 2025 Project (as hereinafter defined), which will carry out the purposes of the Safe Drinking Water Act; and

WHEREAS, the DNRC has offered to make a loan in the total principal amount of \$2,000,000 available to the Borrower under the terms and conditions set forth herein; and

WHEREAS, the Borrower is authorized under the Original Resolution (as hereinafter defined), as amended through the date hereof, and applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2025 Bond (as hereinafter defined) to evidence the 2025 Loan for the purposes set forth herein; and

WHEREAS, the DNRC will fund the 2025 Loan (as hereinafter defined) in part, directly or indirectly, from proceeds of the EPA Capitalization Grant, proceeds of State Bonds (as hereinafter defined) and/or Recycled Money (as hereinafter defined), as determined by the DNRC.

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

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1. Definitions. Unless a different meaning clearly appears from the context, terms used with initial capital letters but undefined in this Supplemental Resolution shall have the meanings given them in the Original Resolution, the Indenture, or as follows:

“Accountant” or “Accountants” means an independent certified public accountant or a firm of independent certified public accountants satisfactory to the DNRC.

“Additional Bonds” means any Bonds issued pursuant to Section 6.01 of the Original Resolution.

“Administrative Expense Surcharge” means a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2025 Loan from the date of each advance thereof, payable on the same dates that payments of interest on the 2025 Loan are due.

“Authorized DNRC Officer” means the Director or Deputy Director of the DNRC or his or her designee.

“Bond Counsel” means any Counsel acceptable to the DNRC which is nationally recognized bond counsel. Counsel is nationally recognized as bond counsel if it has rendered a legal opinion as to the validity and enforceability of state or municipal bonds and as to the exclusion of interest thereon from gross income for federal income tax purposes (short-term issues excluded) during the two-year period preceding the date of determination.

“Bonds” means the Series 2008 Bond, the Series 2009B Bond, the Series 2014 Bond, the 2016 Project Bonds, the Series 2025 Bond, and any Additional Bonds issued on a parity therewith pursuant to Section 6.01 of the Original Resolution.

“Borrower” means the City and its permitted successors or assigns hereunder.

“Business Day” means any day which is not a Saturday or Sunday, a legal holiday in the State or a day on which banks in Montana are authorized or required by law to close.

“City” means the City of Great Falls, Montana.

“Closing” means the date of delivery of the Series 2025 Bond to the DNRC.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Supplemental Resolution and the Series 2025 Bond. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Commission” means the City Commission of the City of Great Falls, Montana.

“Committed Amount” means the amount of the 2025 Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Sections 3.2 and 3.4 of this Supplemental Resolution.

“Construction Account” means the account created in the Water System Fund pursuant to Section 7.02 of the Original Resolution.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or the 2025 Project, selected by the Borrower and satisfactory to the DNRC.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and satisfactory to the DNRC.

“Debt” means, without duplication, in respect of the System, (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services; (2) the obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles; and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (1) or (2) above.

“Debt Service Account” means the account created in the Water System Fund pursuant to Section 7.04 of the Original Resolution.

“DEQ” means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the State Act or the EPA Agreements.

“DNRC” means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the State Act.

“Enabling Act” means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended.

“EPA” means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Safe Drinking Water Act.

“EPA Agreements” means all capitalization grant agreements and other written agreements between the DEQ, the DNRC and the EPA concerning the Program.

“EPA Capitalization Grant” means a grant of funds to the State by the EPA under Section 1452 of the Safe Drinking Water Act.

“Governmental Unit” means governmental unit as such term is used in Section 145(a) of the Code.

“Indenture” means the Indenture of Trust, dated as of May 1, 1998, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

“Loan Loss Reserve Surcharge” means a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2025 Loan from the date of each advance thereof, payable on the same dates that payments of interest on the 2025 Loan are due.

“Loan Repayments” means the periodic payments of principal of and interest on the 2025 Loan, and as set out more particularly in Article V of this Supplemental Resolution.

“Net Revenues” means the Revenues for a specified period less the Operating Expenses for the same period.

“Operating Account” means the account created in the Water System Fund pursuant to Section 7.03 of the Original Resolution.

“Operating Expenses” means the current expenses, paid or accrued, of operation, maintenance and minor repair of the System, excluding interest on the Bonds and depreciation, as calculated in accordance with generally accepted accounting principles, and shall include, without limitation, administrative expenses of the Borrower relating solely to the System, premiums for insurance on the properties thereof, labor and the cost of materials and supplies used for current operation and for maintenance, and charges for the accumulation of appropriate reserves for current expenses which are not recurrent regularly but may reasonably be expected to be incurred.

“Original Resolution” means Resolution No. 9226, adopted by this Commission on May 7, 2002.

“Payment Date” means each January 1 and July 1 during the term of the Series 2025 Bond on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution and the Series 2025 Bond.

“Person” means any Private Person or Public Entity.

“Private Person” means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, except for a Public Entity.

“Program” means the Drinking Water State Revolving Fund Program established by the State Act.

“Project” means an improvement, betterment, reconstruction or extension of the System, including the 2025 Project.

“Public Entity” means a State agency, city, town, county, irrigation district, drainage district, county water and sewer district, a soil conservation district, or other public body created pursuant to State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

“Rebate Account” means the account created in the Water System Fund pursuant to Section 7.09 of the Original Resolution.

“Recycled Money” means payments and prepayments of principal of loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account (as such terms are defined in the Indenture).

“Registrar” means, with respect to the Series 2025 Bond, the Fiscal Services Director or any successor appointed pursuant to this Supplemental Resolution and, with respect to any other series of Bonds, the Person or Persons designated in the Resolution authorizing the issuance of such Bonds.

“Regulations” means the Treasury Department, Income Tax Regulations, whether final, temporary or proposed, promulgated under the Code or otherwise applicable to the Series 2025 Bond.

“Repair and Replacement Account” means the account created in the Water System Fund pursuant to Section 7.07 of the Original Resolution.

“Reserve Account” means the account created in the Water System Fund pursuant to Section 7.05 of the Original Resolution.

“Reserve Requirement” means, as of the date of calculation, an amount equal to one-half of the sum of the highest amount of principal of and interest payable on all outstanding Bonds in the current or any future fiscal year (giving effect to mandatory sinking fund redemption, if any).

“Resolution” means the Original Resolution, as amended and supplemented by Resolution Nos. 9755, 9842, 10000, 10091, and 10142, adopted June 17, 2008, July 7, 2009, November 20, 2012, November 5, 2014, and June 21, 2016, respectively, this Supplemental Resolution, and as it may be further amended and supplemented in accordance with its terms.

“Revenues” means all revenues and receipts from rates, fees, charges and rentals imposed for the availability, benefit and use of the System, and from penalties and interest thereon, and from any sales of property which is a part of the System and all income received from the investment of such revenues and receipts, including interest earnings on the Reserve Account, the Operating Account, the Repair and Replacement Account and Surplus Account, but excluding interest earnings on the Construction Account, and excluding any special assessments or taxes levied for construction of any part of the System and the proceeds of any grant or loan from the State or the United States, and any investment income thereon, to the extent such exclusion is a condition to such grant or loan.

“Revolving Fund” means the Drinking Water State Revolving Fund created pursuant to the State Act.

“Safe Drinking Water Act” means Title XIV of the Public Health Service Act, commonly known as the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

“Series 2008 Bond” means the Borrower’s First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008, issued in the maximum authorized principal amount of \$3,225,000 pursuant to the Resolution, as then in effect.

“Series 2009B Bond” means the Borrower’s Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B, issued in the maximum authorized principal amount of \$333,700 pursuant to the Resolution, as then in effect.

“Series 2014 Bond” means the Borrower’s Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2014, issued in the maximum authorized principal amount of \$2,700,893 pursuant to the Resolution, as then in effect.

“Series 2016 Bond” means the Borrower’s Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), 2016 Project, Series 2016, issued in the maximum authorized principal amount of \$10,000,000 pursuant to the Resolution, as then in effect.

“Series 2017 Bond” means the Borrower’s Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), 2016 Project, Series 2017, issued in the maximum authorized principal amount of \$10,000,000 pursuant to the Resolution, as then in effect.

“Series 2018 Bond” means the Borrower’s Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), 2016 Project, Series 2018, issued in the maximum authorized principal amount of \$8,600,000 pursuant to the Resolution, as then in effect.

“Series 2025 Bond” means the Borrower’s \$2,000,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2025, issued to the DNRC to evidence the 2025 Loan.

“State” means the State of Montana.

“State Act” means Montana Code Annotated, Title 75, Chapter 6, Part 2, as amended from time to time.

“State Bonds” means the State’s General Obligation Bonds (Drinking Water State Revolving Fund Program), issued and to be issued pursuant to the Indenture.

“Supplemental Resolution” means this supplemental resolution of the Borrower adopted on October 21, 2025, or any other resolution supplemental to the Resolution in accordance with its terms.

“Surplus Account” means the account created in the Water System Fund pursuant to Section 7.08 of the Original Resolution.

“System” means the water system of the Borrower and all extensions, improvements and betterments thereof heretofore or hereafter constructed and acquired, including, without limitation, the 2025 Project.

“Trustee” means U.S. Bank Trust Company, National Association, in Portland, Oregon, or any successor trustee under the Indenture.

“2016 Project Bonds” means, collectively, the Series 2016 Bond, the Series 2017 Bond, and the Series 2018 Bond.

“2025 Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the Committed Amount to provide funds to pay a portion of the costs of the 2025 Project payable under the Program.

“2025 Project” means the design, engineering, and construction of facilities, improvements and activities financed, refinanced or the cost of which is being financed by or reimbursed to the Borrower in part with proceeds of the 2025 Loan, as described in Appendix A to this Supplemental Resolution.

“Water System Fund” means the fund created by Section 7.01 of the Original Resolution.

Section 1.2. Other Rules of Construction. For all purposes of this Supplemental Resolution, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.

(b) Terms in the singular include the plural and vice versa.

(c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) “Or” is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3. Appendices. Attached to this Supplemental Resolution and hereby made a part hereof are the following Appendices:

Appendix A: a description of and estimated budget for the 2025 Project;

Appendix B: the form of the Series 2025 Bond; and

Appendix C: additional agreements, representations and covenants of the Borrower.

ARTICLE II

AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

Section 2.1. Authorization and Findings.

(a) Authorization. Under the Enabling Act, the Borrower is authorized to sell and issue its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a municipal water system or to refund bonds issued for such purposes; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by the water system, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the water system to the Borrower.

(b) The System. The Borrower, pursuant to the Enabling Act and other laws of the State, has established and presently owns and operates the System.

(c) The 2025 Project. After investigation of the facts and as authorized by the Enabling Act, this Commission has determined it to be necessary and desirable and in the best interests of the Borrower to construct the 2025 Project.

(d) Outstanding Bonds. Pursuant to the Enabling Act and the Resolution, the Borrower has issued and there are outstanding its Series 2008 Bond, Series 2009B Bond, Series 2014 Bond, and 2016 Project Bonds proceeds of which financed or refinanced certain improvements to the System. The Series 2008 Bond, Series 2009B Bond, Series 2014 Bond, and 2016 Project Bonds are parity Bonds payable from and secured by Net Revenues of the System. No other bonds or indebtedness are currently outstanding that are payable from Revenues of the System.

(e) Additional Bonds. The Borrower reserved the right under Section 6.01 of the Original Resolution, as amended, to issue Additional Bonds to finance the cost or estimated cost of providing any further improvement, extension or rehabilitation of the System; provided that if the Additional Bonds are issued to finance a Project, a certificate is to be signed by an Independent Consultant stating that the Net Revenues in the Fiscal Year immediately preceding the issuance of such Additional Bonds were at least equal to 110% of the maximum Principal and Interest Requirements for any complete future Fiscal Year (during the term of the then Outstanding Bonds) with respect to the Outstanding Bonds and the Additional Bonds proposed to be issued. Based on a certificate executed or to be executed by the Independent Consultant, it is hereby determined that the Borrower is authorized to issue \$2,000,000 in aggregate principal

amount of Additional Bonds pursuant to Section 6.01 of the Original Resolution, as amended, payable from and secured by the Net Revenues on a parity with the outstanding Series 2008 Bond, Series 2009B Bond, Series 2014 Bond, and 2016 Project Bonds.

Section 2.2. Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

(i) is duly organized and validly existing as a municipal corporation and political subdivision of the State;

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry on its current activities with respect to the System, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Series 2025 Bond and to carry out and consummate all transactions contemplated by this Supplemental Resolution, the Series 2025 Bond and the Collateral Documents;

(iii) is a Governmental Unit and a Public Entity; and

(iv) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Supplemental Resolution, the Series 2025 Bond and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2025 Bond in the maximum amount of the Committed Amount.

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under the Resolution, the Series 2025 Bond and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by the Resolution, the Series 2025 Bond and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2025 Bond and the Collateral Documents. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the 2025 Project, the Series 2025 Bond or any Collateral Documents.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2025 Bond and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2025 Bond and the Collateral Documents and compliance by the Borrower with the provisions of the Resolution, the Series 2025 Bond and the Collateral Documents:

(i) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(ii) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any

lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than the Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in the violation of the provisions of any charter or similar document, if applicable, of the Borrower or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2025 Bond and the Collateral Documents, would constitute a default under the Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms hereof or of the Series 2025 Bond and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under this Supplemental Resolution, the Series 2025 Bond and the Collateral Documents or for the 2025 Project, the financing or refinancing thereof or the reimbursement of the Borrower for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2025 Bond or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder.

(f) Binding Obligation. The Resolution, the Series 2025 Bond and any Collateral Document to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The 2025 Project. The 2025 Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with Article III of this Supplemental Resolution. The 2025 Project comprises facilities of a type that, as determined by the EPA, will facilitate compliance with the national primary drinking water regulations applicable to the System or will otherwise significantly further the health protection objectives of the Safe Drinking Water Act.

(h) The System. The System is a "community water system" within the meaning of the State Act and the Safe Drinking Water Act in that it is a public water system, comprising collection, treatment, storage and distribution facilities for the provision to the public of water for human consumption, that serves not less than 15 service connections used by year-round residents of the area served by the System or regularly serves not less than 25 year-round residents.

(i) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the Borrower's status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner it is currently operated or the Borrower's ability to perform its obligations under the Resolution, the Series 2025 Bond and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2025 Bond.

(j) Compliance With Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the Borrower's ability to perform its obligations under the Resolution, the Series 2025 Bond and the Collateral Documents.

Section 2.3. Covenants.

(a) Insurance. In addition to the requirements set forth in Article VIII of the Original Resolution, the Borrower at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. Nothing herein shall be construed to prohibit or preclude the Borrower from self-insuring or participating in a self-insurance program in compliance with the provisions of Montana law. All such insurance policies shall name the DNRC as an additional insured to the extent permitted under the policy or program of insurance of the Borrower. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days' prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this Section 2.3(a) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at the Closing a certificate providing the information required by this Section 2.3(a).

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the System or any or all books and records of the Borrower relating to the System.

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under the Resolution, the Series 2025 Bond and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under the Resolution, the Series 2025 Bond and the Collateral Documents.

(d) Maintenance of Security, if Any; Recordation of Interest.

(i) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of the Resolution and the Collateral Documents so long as any amount is owing under this Supplemental Resolution or the Series 2025 Bond;

(ii) The Borrower shall forthwith, after the execution and delivery of the Series 2025 Bond and thereafter from time to time, cause the Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by the Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(iii) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (ii), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Series 2025 Bond and the Collateral Documents and the documents described in subparagraph (ii).

(e) Additional Agreements. The Borrower covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(f) Financial Information. This Section 2.3(f) supplements, and is not intended to limit, the requirements in Section 5.11(f) of the Original Resolution, as amended. The Borrower

agrees that for each fiscal year it shall furnish to the DNRC and the DEQ, promptly when available:

(1) the preliminary annual budget for the System, with items for the 2025 Project shown separately; and

(2) when adopted, the final annual budget for the System, with items for the 2025 Project shown separately.

(g) Project Accounts. The Borrower shall maintain Project accounts in accordance with generally accepted government accounting standards.

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Safe Drinking Water Act, as provided in Section 75-6-224(1)(h) of the State Act.

(i) Compliance with Safe Drinking Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Safe Drinking Water Act pertaining to the 2025 Loan and the 2025 Project and shall maintain sufficient financial, managerial and technical capability to continue to effect such compliance.

(j) Compliance with DEQ Requirements. The Borrower shall comply with the plans, specifications and other requirements for public water systems established by the DEQ, as required by Section 75-6-224(1)(h) of the State Act.

Section 2.4. Covenants Relating to the Tax-Exempt Status of the State Bonds.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2025 Bond or any other funds of the Borrower in respect of the 2025 Project or the Series 2025 Bond, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the 2025 Loan or the portion of the 2025 Loan derived directly or indirectly from proceeds of the State Bonds or that would otherwise cause any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the 2025 Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the 2025 Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the 2025 Loan, be owned by the Borrower and not by any other Person. Any portion of the 2025 Project being financed shall be acquired by and shall, during the term of the 2025 Loan, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the 2025 Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Resolution and if such organization agrees with the DNRC to comply with Sections 2.3(h), 2.3(i) and 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the State Act or the Safe Drinking Water Act or adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation. In addition, except as otherwise provided in the Resolution or in any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the 2025 Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Safe Drinking Water Act.

(e) At the Closing, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the "Arbitrage Rebate Instructions"). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at the Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2025 Loan it will not contract with or permit any Private Person to manage the 2025 Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Safe Drinking Water Act or adversely affect the exclusion of interest on State Bonds from gross income or purposes of federal income taxation.

(g) The Borrower may not lease the 2025 Project or any portion thereof to any Person other than a Nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Resolution; provided the Borrower may lease all or any portion of the 2025 Project to a Nonexempt Person pursuant to a lease which in the Opinion of Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the 2025 Project if (i) such change will violate the Safe Drinking Water Act, or (ii) so long as the State Bonds are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not

result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5. Maintenance of System; Liens. The Borrower shall maintain the System, including the 2025 Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the 2025 Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2025 Bond; provided that this Section 2.5 shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the Borrower uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge of such lien.

Section 2.6. Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Resolution, the Series 2025 Bond and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Resolution, the Series 2025 Bond and the Collateral Documents, (b) such action does not violate the State Act or the Safe Drinking Water Act and does not adversely affect the exclusion of interest on the Series 2025 Bond or the State Bonds from gross income for federal income tax purposes and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System, unless the provisions of (a) and (b) of the preceding paragraph are satisfied and the Borrower delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer.

ARTICLE III

USE OF PROCEEDS; THE 2025 PROJECT

Section 3.1. Use of Proceeds. The Borrower shall apply the proceeds of the 2025 Loan solely as follows:

(a) The Borrower shall apply the proceeds of the 2025 Loan solely to the financing, refinancing or reimbursement of a portion of the costs of the 2025 Project as set forth in Appendix A hereto and this Section 3.1. The 2025 Loan will be disbursed in accordance with Article IV hereof and Article VII of the Indenture. If the 2025 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably

possible, complete the 2025 Project and expend proceeds of the 2025 Loan to pay a portion of the costs of completing the 2025 Project.

(b) No portion of the proceeds of the 2025 Loan shall be used to reimburse the Borrower for costs paid prior to the date of adoption of this Supplemental Resolution of a Project the construction or acquisition of which occurred or began earlier than June 1, 1993. In addition, if any proceeds of the 2025 Loan are to be used to reimburse the Borrower for 2025 Project costs paid prior to the date of adoption of this Supplemental Resolution, the Borrower shall have complied in respect of such expenditures with the requirements of Section 1.150-2 of the Regulations, as amended or any successor regulation thereto.

(c) Any Debt to be refinanced with proceeds of the 2025 Loan was incurred after June 1, 1993 for a Project the construction or acquisition of which began after June 1, 1993. No proceeds of the 2025 Loan shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2. The 2025 Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2025 Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any to be funded from the 2025 Loan (the 2025 Project may consist of more than one facility or activity) and an estimated budget relating to the 2025 Project. The 2025 Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) A certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements as to whether the amendment would cause an increase or decrease in the cost of the 2025 Project, an increase or decrease in the amount of 2025 Loan proceeds which will be required to complete the 2025 Project and whether the change will materially accelerate or delay the construction schedule for the 2025 Project;

(b) A written consent to such change in the 2025 Project by an Authorized DNRC Officer; and

(c) An Opinion or Opinions of Bond Counsel stating that the 2025 Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the State Act and is, and was at the time the Series 2025 Bond was issued, eligible for financing under the Enabling Act, such amendment will not violate the State Act or the Enabling Act and such amendment will not adversely affect the exclusion of interest on the State Bonds or the Series 2025 Bond from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be

required for amendments which do not affect the type of facility to be constructed or activity to be financed.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2025 Loan may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a resolution amendatory or supplementary to the Resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in the resolution as it may be so amended or supplemented are true as of the date of closing of the additional loan and compliance with applicable tests for the incurrence of such Debt. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application or thereafter. The Borrower acknowledges and agrees that neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2025 Loan to pay costs of the 2025 Project or as to the availability of additional funds under the Program to increase the principal amount of the 2025 Loan.

Section 3.3. 2025 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

- (a) all construction of the 2025 Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards;
- (b) all future construction of the 2025 Project will be done only pursuant to fixed price construction contracts, and the Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;
- (c) all future construction of the 2025 Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;
- (d) all laborers and mechanics employed by contractors and subcontractors on the 2025 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code, as amended;
- (e) in the event the 2025 Project is required to comply with the American iron and steel provisions of the 2014 Act (defined below), all the iron and steel products used in the 2025 Project are produced in the United States in compliance with and within the meaning of the "American Iron and Steel" provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as amended (the "2014 Act"), as those

provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the American Iron and Steel requirements of the 2014 Act have been granted by the EPA;

(f) in the event the 2025 Project is required to comply with the provisions of BABA (defined below), all iron and steel, manufactured products, and construction materials used in the 2025 Project are produced in the United States in compliance with and within the meaning of the provisions of the Build America, Buy America Act (“BABA”) of the Infrastructure Investment and Jobs Act (P.L. 117-58, div. G, title IX, Nov. 15, 2021, 135 Stat. 1294, as amended by P.L. 117-67, div. B, title II, §10254, Aug. 9, 2022, 136 Stat. 1502, and as further amended), such provisions being at Sec. 70901 et seq. of the Infrastructure Investment and Jobs Act, as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the requirements of BABA have been granted by the EPA;

(g) the 2025 Project is a project of the type permitted to be financed under the Enabling Act, the State Act and the Program and Section 1452 of the Safe Drinking Water Act; and

(h) the Borrower will undertake the 2025 Project promptly after the Closing and will cause the 2025 Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower. It is estimated by the Borrower that the 2025 Project will be substantially completed by December 31, 2026.

Section 3.4. Completion or Cancellation or Reduction of Costs of the 2025 Project.

(a) Upon completion of the 2025 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2025 Project is complete, and stating the remaining amount, if any, of the Committed Amount. If Appendix A describes two or more separate projects as making up the 2025 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2025 Project is cancelled or reduced or its costs are reduced or for any other reason the Borrower will not require the full Committed Amount, the Borrower shall promptly notify the DNRC in writing of such fact and the amount of the Committed Amount that will not be needed.

(c) The Borrower may not request an advance on the 2025 Loan after the date that is 180 days following the date of substantial completion of the 2025 Project (such date, the “Loan Close Out Date”), and by no later than the Loan Close Out Date, the DNRC and the DEQ will close out and cease administering the 2025 Loan, unless an extension is granted in writing by and in the sole discretion of the DEQ.

ARTICLE IV

THE 2025 LOAN

Section 4.1. The 2025 Loan; Disbursement of 2025 Loan.

(a) The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to \$2,000,000 (the “Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for a portion of the costs of the 2025 Project; provided the DNRC shall not be required to disburse any proceeds of the 2025 Loan to the Borrower after the Loan Close Out Date. The Committed Amount may be reduced as provided in Sections 3.2(a) and 3.4 of this Supplemental Resolution.

(b) The 2025 Loan shall be disbursed as provided in this Section 4.1. The DNRC intends to disburse the 2025 Loan through the Trustee. In consideration of the issuance of the Series 2025 Bond by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2025 Loan evidenced by each series of the Series 2025 Bond upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the validity and enforceability of the Series 2025 Bond and the security therefor and stating in effect that interest on the Series 2025 Bond is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(2) the Series 2025 Bond, fully executed and authenticated;

(3) a certified copy of the Original Resolution, as amended to date, and this Supplemental Resolution;

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2025 Loan;

(5) if all or part of a loan is being made to refinance a Project or reimburse the Borrower for the costs of a Project paid prior to the Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in (1) above, (A) that the acquisition or construction of the Project was begun no earlier than June 1, 1993 or the debt was incurred no earlier than June 1, 1993, (B) of the Borrower’s title to the Project, (C) of the costs of such Project and that such costs have been paid by the Borrower and (D) if such costs were paid before adoption of this Supplemental Resolution that the Borrower has complied with Section 1.150-2 of the Regulations;

(6) the items required by the Indenture for the portion of the 2025 Loan to be disbursed at the Closing; and

(7) such other certificates, documents and other information as the DNRC, the DEQ or the Bond Counsel may require (including any necessary arbitrage rebate instructions).

(c) In order to obtain a disbursement of a portion of the 2025 Loan to pay costs of the 2025 Project, the Borrower shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(d) The Borrower shall not be entitled to, and the DNRC shall have no obligation to make, any advance of any amounts under the 2025 Loan until such time as the Borrower shall have set aside and funded the Reserve Account in an amount then required to satisfy the Reserve Requirement.

(e) The Borrower shall submit the request for the advance of any amounts under the 2025 Loan in the form required by the DNRC so that it is received in sufficient time for the DNRC to process the information by the date desired by the Borrower for the making of the advance.

(f) For refinancings, a disbursement schedule complying with the requirements of the Safe Drinking Water Act shall be established by the DNRC and the Borrower at the Closing.

(g) If all or a portion of the 2025 Loan is made to reimburse a Borrower for 2025 Project costs paid by it prior to Closing, the Borrower shall present at the Closing the items required by Section 4.1(b) of this Supplemental Resolution relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Safe Drinking Water Act established by the DNRC and the Borrower at the Closing.

(h) Notwithstanding anything else provided herein, the Trustee shall not be obligated to disburse the 2025 Loan any faster or to any greater extent than it has available EPA Capitalization Grants, Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do “overmatching” pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if 2025 Project costs are incurred faster than the Borrower projected at the Closing, there may be delays in making 2025 Loan disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its reasonable best efforts to obtain an acceleration of such schedule if necessary.

(i) Upon making each 2025 Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2025 Bond.

(j) The Borrower acknowledges and agrees that any portions of the 2025 Loan representing capitalized interest shall be advanced only on Payment Dates and shall be transferred by the Trustee on the Payment Date directly to the Debt Service Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2025 Bond and interest thereon shall accrue only from the date of transfer.

(k) Compliance by the Borrower with its representations, covenants and agreements contained in the Resolution, this Supplemental Resolution and the Collateral Documents shall be a further condition precedent to the disbursement of the 2025 Loan in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the 2025 Loan.

Section 4.2. Commencement of 2025 Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments under Article V hereof shall commence only upon the first disbursement by the Trustee of 2025 Loan proceeds.

Section 4.3. Termination of 2025 Loan Term. The Borrower's obligations under the Resolution and the Collateral Documents in respect of the Series 2025 Bond shall terminate upon payment in full of all amounts due under the Series 2025 Bond and this Supplemental Resolution; provided, however, that the covenants and obligations provided in Article VI and Section 10.4 of this Supplemental Resolution shall survive the termination of this Supplemental Resolution.

Section 4.4. Loan Closing Submissions. On or prior to the Closing, the Borrower will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

ARTICLE V

REPAYMENT OF 2025 LOAN

Section 5.1. Repayment of 2025 Loan. The Borrower shall repay the amounts loaned to it pursuant to Section 4.1 hereof in accordance with this Section 5.1.

The Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2025 Loan shall be due on each Payment Date, as follows:

(1) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2025 Loan shall be payable on each January 1 and July 1, beginning on July 1, 2026 and concluding on January 1, 2046; and

(2) the principal of the 2025 Loan shall be payable on each January 1 and July 1, beginning on July 1, 2026 and concluding on January 1, 2046, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at a rate of 2.50% per annum; provided that principal of the 2025 Loan is payable only in amounts that are multiples of \$1,000.

The payments of principal, interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge on the 2025 Loan shall be due on the dates specified above and on the dates and in the amounts shown in Schedule B to the Series 2025 Bond, as such Schedule B shall be modified from time to time as provided in this Section 5.1 and below. Schedule B will first be attached to the Series 2025 Bond at the Closing. The portion of each such Loan Repayment consisting of principal and the portion consisting of interest and the amount of each Administrative Expense Surcharge and the amount of each Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2025 Bond at the Closing. Upon each disbursement of 2025 Loan amounts to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the Series 2025 Bond under “Advances” and the total amount advanced under Section 4.1, including such disbursement, under “Total Amount Advanced.”

Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on such advance shall accrue from the date the advance is made and shall be payable on each Payment Date thereafter. Once the entire principal amount of the Series 2025 Bond has been drawn, or the completion certificate for the 2025 Project has been delivered to the DNRC, the Trustee shall revise Schedule B to the Series 2025 Bond in accordance with this Section 5.1 and the Trustee shall send a copy of each such Schedule B to the Borrower within one month after delivery of the completion certificate.

Past-due payments of principal and interest and, if applicable, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge under this Section 5.1 shall be credited against the same payment obligation under the Series 2025 Bond.

Section 5.2. Additional Payments. The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the 2025 Loan, all reasonable expenses of the DNRC and the Trustee in connection with the 2025 Loan, the Collateral Documents and the Series 2025 Bond, including, but not limited to:

- (1) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2025 Bond;
- (2) the fees and disbursements of Bond Counsel and any counsel utilized by the DNRC and the Trustee in connection with the 2025 Loan, this Supplemental Resolution, the Collateral Documents and the Series 2025 Bond and the enforcement thereof; and
- (3) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2025 Bond, whether or not the Series 2025 Bond is then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State’s right, title and interest in and to the Series 2025 Bond, the Collateral Documents and this Supplemental Resolution and all

expenses, including attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 5.3. Prepayments. The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2025 Bond unless (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2025 Bond is prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of the Series 2025 Bond.

Section 5.4. Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by this Supplemental Resolution and the Series 2025 Bond and to perform its other agreements contained in this Supplemental Resolution, the Series 2025 Bond and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Supplemental Resolution and the Series 2025 Bond, (b) shall perform all its other agreements in this Supplemental Resolution, the Series 2025 Bond and the Collateral Documents and (c) shall not terminate this Supplemental Resolution, the Series 2025 Bond or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2025 Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Supplemental Resolution. Provided, however, if the 2025 Loan is not made and no funds are disbursed to the Borrower, this Supplemental Resolution may be terminated.

Section 5.5. Limited Liability. All payments of principal of and interest on the 2025 Loan and other payment obligations of the Borrower hereunder and under the Series 2025 Bond shall be special, limited obligations of the Borrower payable solely out of the Net Revenues and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the Borrower. The obligations of the Borrower under the Resolution and the Series 2025 Bond shall never constitute an indebtedness of the Borrower within the meaning of any State constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower may not be used to pay principal of or interest on the Series 2025 Bond, and no funds or property of the Borrower other than the Net Revenues may be required to be used to pay principal of or interest on the Series 2025 Bond.

ARTICLE VI

INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an “Indemnified Party” or, collectively, the “Indemnified Parties”) against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the 2025 Project. The Borrower shall also, to the extent permitted by law, indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys’ fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

ARTICLE VII

ASSIGNMENT

Section 7.1. Assignment by Borrower. The Borrower may not assign its rights and obligations under the Resolution or the Series 2025 Bond.

Section 7.2. Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2025 Bond and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 7.3. State Refunding Bonds. In the event the State Bonds are refunded by bonds which are not State Bonds, all references in the Resolution to State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the “Refunding Bonds”) or, in the case of a crossover refunding, to the State Bonds and the Refunding Bonds.

ARTICLE VIII

THE SERIES 2025 BOND

Section 8.1. Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2008 Bond, the Series 2009B Bond, the Series 2014 Bond, 2016 Project Bonds, and the Series 2025 Bond, the Net Revenues to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2025 Bond are expected to be more than sufficient to pay the principal and interest when due on the Series 2008 Bond, the Series 2009B Bond, the Series 2014 Bond, 2016 Project Bonds, and the Series 2025 Bond, and to create and maintain

reasonable reserves therefor and to provide an adequate allowance for replacement and depreciation, as prescribed herein.

Section 8.2. Issuance and Sale of the Series 2025 Bond. The Commission has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2025 Bond to evidence the 2025 Loan. The Series 2025 Bond is issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3. Terms. The Series 2025 Bond shall be issued in the maximum principal amount equal to the original Committed Amount, shall be issued as a single, fully registered bond numbered R-1, shall be dated as of the date of delivery to the DNRC, and shall bear interest at the rate charged by the DNRC on the 2025 Loan. The principal of and interest on the Series 2025 Bond shall be payable on the same dates and in the same amounts as the Loan Repayments are payable. Advances of principal of the Series 2025 Bond shall be deemed made when advances of the 2025 Loan are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2025 Bond, as may be revised by the DNRC from time to time in accordance with Section 5.1.

The Borrower may prepay the Series 2025 Bond, in whole or in part, only upon the terms and conditions under which it can prepay the 2025 Loan under Section 5.3.

Section 8.4. Negotiability, Transfer and Registration. The Series 2025 Bond shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC and shall be dated the date of delivery. While so registered, principal of and interest on the Series 2025 Bond shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1539 Eleventh Avenue, Helena, Montana 59620 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2025 Bond shall be negotiable, subject to the provisions for registration and transfer contained in this Section. No transfer of the Series 2025 Bond shall be valid unless and until (1) the holder, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2025 Bond, and (2) the Fiscal Services Director of the Borrower or successors as Registrar, has duly noted the transfer on the Series 2025 Bond and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2025 Bond is registered as the absolute owner of the Series 2025 Bond for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower's liability upon such Series 2025 Bond to the extent of the sum or sums so paid.

Section 8.5. Execution and Delivery. The Series 2025 Bond shall be executed on behalf of the Borrower by the manual signatures of the Mayor, City Manager, City Fiscal Services Director, and City Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2025 Bond. The Series 2025 Bond shall be sealed with the corporate seal of the Borrower. In the event that any of the officers who shall have signed the Series 2025 Bond shall cease to be officers of the Borrower before the Series 2025 Bond is

issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2025 Bond may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2025 Bond shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6. Form. The Series 2025 Bond shall be prepared in substantially the form attached as Appendix B.

ARTICLE IX

SECURITY FOR THE SERIES 2025 BOND

The Series 2025 Bond is issued as an Additional Bond under Section 6.01 of the Original Resolution, as amended, and shall, with the Series 2008 Bond, the Series 2009B Bond, the Series 2014 Bond, the 2016 Project Bonds, and any other Additional Bonds issued under the provisions of Section 6.01 of the Original Resolution, as amended, be equally and ratably secured by the provisions of the Resolution and payable out of the Net Revenues appropriated to the Debt Service Account of the Water System Fund, without preference or priority, all as provided in the Resolution, and secured by the Reserve Account, as further provided in Sections 6 and 7.05 of the Original Resolution, as amended. At the Closing, the City Fiscal Services Director shall deposit from funds the Borrower has an hand and available therefor, and not from proceeds of the Series 2025 Bond, such amount to the Reserve Account to cause the balance therein to equal the Reserve Requirement, assuming the entire principal amount of the Series 2025 Bond is advanced. Upon each advance of the Series 2025 Bond, the deposit to the Reserve Account shall be sufficient to cause the balance in the Reserve Account equal the Reserve Requirement in respect of the Series 2008 Bond, the Series 2009B Bond, the Series 2014 Bond, the 2016 Project Bonds, and the principal amount of the Series 2025 Bond so advanced. Thereafter, upon each monthly apportionment, from the Net Revenues remaining after the apportionment to the Revenue Bond Account, the Borrower shall credit to the Reserve Account such additional Net Revenues as may be required to establish and thereafter maintain the balance in an amount equal, as of the date of calculation, to the Reserve Requirement. The Borrower shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Resolution for the benefit of the registered owners from time to time of the Series 2025 Bond.

ARTICLE X

TAX MATTERS

Section 10.1. Use of 2025 Project. The 2025 Project will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the 2025 Project or the System or security for the payment of the Series 2025 Bond which might cause the Series 2025 Bond to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code.

Section 10.2. General Covenant. The Borrower covenants and agrees with the owners from time to time of the Series 2025 Bond that it will not take or permit to be taken by any of its

officers, employees or agents any action which would cause the interest on the Series 2025 Bond to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2025 Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 10.3. Arbitrage Certification. The Mayor, the City Manager and the City Fiscal Services Director, being among the officers of the Borrower charged with the responsibility for issuing the Series 2025 Bond pursuant to this Supplemental Resolution, are authorized and directed to execute and deliver to the DNRC a certificate or certificates in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2025 Bond, it is reasonably expected that the proceeds of the Series 2025 Bond will be used in a manner that would not cause the Series 2025 Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 10.4. Arbitrage Rebate. The Borrower acknowledges that the Series 2025 Bond are subject to the rebate requirements of Section 148(f) of the Code. The Borrower covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the Series 2025 Bond from gross income for federal income tax purposes, unless the Series 2025 Bond qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2025 Bond (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Fiscal Services Director is hereby authorized and directed to execute a Rebate Certificate with respect to each series of Series 2025 Bond, substantially in the form to be prepared by Bond Counsel, and the Borrower hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

Section 10.5. Information Reporting. The Borrower shall file with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2025 Bond was issued, a statement concerning the Series 2025 Bond containing the information required by Section 149(e) of the Code.

ARTICLE XI

CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2025 Bond under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the

Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the Mayor, the City Clerk and the City Fiscal Services Director of the Borrower to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
1539 Eleventh Avenue
P. O. Box 201601
Helena, Montana 59620-1601
Attn: Conservation and Resource
Development Division

Trustee: U.S. Bank Trust Company, N.A.
Attn: Global Corporate Trust, PD-OR-C1LV
Columbia Center
17650 NE Sandy Blvd
Portland, Oregon 97230-5000

City: City of Great Falls
P.O. Box 5021
Great Falls, Montana 59403-5021
Attn: City Fiscal Services Director

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 12.2. Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective successors and assigns.

Section 12.3. Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of the Resolution or the enforceability of that provision at any other time.

Section 12.4. Amendments. This Supplemental Resolution may not be effectively amended except in accordance with Article IX of the Original Resolution.

Section 12.5. Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the internal laws of the State.

Section 12.6. Captions; References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution. References to Articles and Sections are to Articles and Sections of this Supplemental Resolution, unless the context otherwise requires.

Section 12.7. No Liability of Individual Officers, Directors, Trustees, or Commissioners. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower and by the DNRC as a condition of and in consideration for the adoption of this Resolution and the making of the 2025 Loan.

Section 12.8. Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2025 Bond, shall not be Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2025 Bond.

Section 12.9. Right of Others to Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the 2025 Project or the facility or facilities of which the 2025 Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 12.10. Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2025 Bond and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2025 Bond, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 12.11. Repeals and Effective Date.

(a) Repeal. All provisions of other resolutions and other actions and proceedings of the Borrower and this Commission that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

(b) Effective Date. This Supplemental Resolution shall take effect immediately.

[Balance of page intentionally left blank]

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 21st day of October, 2025.

Cory Reeves, Mayor

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

APPENDIX A

Description of the 2025 Project

The 2025 Project consists of various improvements to the System, including the design, engineering, and construction of improvements and upgrades to the headhouse building and related improvements.

Budget for the 2025 Project

	City of Great Falls	Series 2025 Bond	TOTAL
Personnel Cost	\$20,000.00		\$20,000.00
Office Cost	\$15,000.00		\$15,000.00
Loan Reserves	\$76,000.00		\$76,000.00
Bond Counsel Fees	\$6,800.00		\$6,800.00
Engineering Design	\$434,000.00		\$434,000.00
Construction		\$2,000,000.00	\$2,000,000.00
TOTAL PROJECT BUDGET	\$551,800.00	\$2,000,000.00	\$2,551,800.00

APPENDIX B

Form of Series 2025 Bond

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF CASCADE

CITY OF GREAT FALLS

WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2025

R-1

\$2,000,000.00

FOR VALUE RECEIVED, CITY OF GREAT FALLS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Debt Service Account of its Water System Fund, the principal amount equal to the sum of the amount entered on Schedule A attached hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of two and one-half percent (2.50%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Principal, interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1, commencing July 1, 2026 and concluding January 1, 2046. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of 2025 Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under “Advances” and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under “Total Amount Advanced.” The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution (as hereinafter defined). Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be

B-1

calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$2,000,000 (the “Series 2025 Bond”). The Series 2025 Bond is issued to finance costs of certain improvements to the water system of the Borrower (the “System”). This Series 2025 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 9226 (the “Original Resolution”), adopted by the City Commission on May 7, 2002, as amended and supplemented by Resolution Nos. 9755, 9842, 10000, 10091, 10142, and 10605 adopted June 17, 2008, July 7, 2009, November 20, 2012, November 5, 2014, June 21, 2016, and October 21, 2025, respectively (the Original Resolution, as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the “Resolution”). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. This Bond is issuable only as a single, fully registered bond. This Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower’s outstanding First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008 (the “Series 2008 Bond”), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the “Series 2009B Bond”), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2014 (the “Series 2014 Bond”), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), 2016 Project, Series 2016 (the “Series 2016 Bond”), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), 2016 Project, Series 2017 (the “Series 2017 Bond”), and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), 2016 Project, Series 2018 (the “Series 2018 Bond”) (all such Bonds, collectively, the “Outstanding Bonds”).

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2025 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which Additional Bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the “Bonds”) or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2025 Bond.

The Borrower may prepay the principal of the Series 2025 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2025 Bond is prepaid in part, such prepayments shall be applied to

principal payments in inverse order of maturity, or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of this Series 2025 Bond.

This Series 2025 Bond, including interest and any premium for the redemption hereof, are payable solely from the Net Revenues pledged for the payment thereof and does not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2025 Bond is registered as the absolute owner hereof, whether this Series 2025 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2025 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Debt Service Account in the Water System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from the Debt Service Account; that the Borrower has created a Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Debt Service Account sufficient to maintain a reserve therein equal to, as of the date of calculation, the Reserve Requirement; that the Debt Service Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any Additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross revenues adequate to pay promptly the reasonable and current Operating Expenses and to produce during each fiscal year Net Revenues not less than 110% of the maximum annual principal and interest payable on the Outstanding Bonds and the Series 2025 Bond in any future fiscal year and to maintain the balance in the Reserve Account at the Reserve Requirement; that Additional Bonds may be issued and made payable from the Debt Service Account on a parity with the Outstanding Bonds, the Series 2025 Bond, and other parity Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Outstanding Bonds, the Series 2025 Bond, and Additional Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2025 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2025 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2025 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and

appropriated to the Debt Service Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of this Series 2025 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Great Falls, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, City Manager, City Fiscal Services Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ____ day of _____, 20__.

Mayor

(SEAL)

City Manager

City Fiscal Services Director

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Fiscal Services Director as Registrar, has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Great Falls, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Fiscal Services Director</u>
_____	<u>Department of Natural</u> <u>Resources and Conservation</u> <u>1539 Eleventh Avenue</u> <u>Helena, MT 59620</u>	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Fiscal Services Director of the City of Great Falls, Montana, acting as Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer the Bond on
the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it
appears upon the face of the within Bond in every particular, without alteration or any change
whatsoever.

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

[illegible]

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX C

ADDITIONAL REPRESENTATIONS AND COVENANTS

None

C-1



Commission Meeting Date: October 21, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10609 establishing a Super TIF Advisory Committee for all City Tax Increment Financing (TIF) Districts

From: Brock Cherry, Planning & Community Development Director

Initiated By: Brock Cherry, Planning & Community Development Director

Presented By: Brock Cherry, Planning & Community Development Director

Action Requested: Adopt Resolution 10609

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10609.”

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

Staff Recommendation:

City Staff recommends adoption of Resolution 10609 establishing a consolidated Super Tax Increment Financing (TIF) Advisory Committee to serve as the advisory and recommending body for all five of the City’s TIF Districts.

Background:

Tax Increment Financing in Great Falls

The City of Great Falls currently has five active TIF Districts:

- Downtown Urban Renewal District
- West Bank Urban Renewal District
- East Industrial Park District
- Central Montana Agri-Tech Park Industrial District
- Great Falls International Airport Industrial District

Since 2014, the Downtown Development Partnership (DDP) has advised the Mayor and City Commission on the use of TIF revenues in the Downtown Urban Renewal District. Since 2008, the Planning Advisory Board (PAB) has served as the recommendation body for TIF expenditures in the City’s other districts

2025 Montana Senate Bill 3

During the 2025 Legislative Session, the Montana Legislature adopted Senate Bill 3, amending MCA §§ 7-15-4234 and 7-15-4282. The bill requires municipalities utilizing TIF to establish a formally appointed Advisory Committee. Each Advisory Committee must include at a minimum:

- One representative serving in an official capacity with Cascade County; and
- One representative serving in an official capacity with Great Falls Public Schools.

The law further requires staggered terms for members and mandates formal appointments by the governing body. The only exception applies when an Urban Renewal Agency is created under MCA 7-15-4232(2). The City of Great Falls does not utilize this form of administration and therefore must establish Advisory Committees for its TIF districts.

Staff Recommendation Summary:

The City Manager and staff from Planning and Legal evaluated several options:

1. Continue to utilize the DDP and PAB with membership modifications to comply with state requirements.
2. Designate the PAB as the sole advisory committee for all districts.
3. Create a consolidated Super TIF Advisory Committee (recommended).

Community partner feedback raised concerns with Options 1 and 2:

- Modifying the DDP would require City Commission appointments of its voting members, which could affect its independence and potentially its Main Street designation.
- Expanding the PAB would centralize decision-making and restrict participation from downtown, West Bank, airport, and industrial park stakeholders.

Option 3 – the Super TIF Advisory Committee – ensures compliance, creates consistency across districts, and allows broader representation while preserving the DDP’s partnership role and the Airport Advisory Board’s input.

DDP, Airport, and Affiliated Group Participation:

While voting authority will rest solely with City Commission–appointed members of the Super TIF Advisory Committee, the process continues to incorporate input from community partners:

- *DDP Participation:* The Downtown Development Partnership will be notified of all Downtown Urban Renewal District TIF requests and may provide input or host applicant presentations for informational purposes. The DDP may also present a formal stance at Super TIF Advisory Committee and City Commission hearings.
- *Airport Advisory Board Participation:* The Airport Advisory Board will be notified of all Great Falls International Airport Industrial District TIF requests and may provide input or host presentations for informational purposes. The Board may also present a formal stance at Super TIF Advisory Committee and City Commission hearings.
- *Other Affiliated Groups:* Other interest or affiliated groups may also be notified of TIF requests relevant to their area and may provide input for informational purposes. They too may present formal stances at the Committee or Commission hearings.

This structure ensures that property owners, businesses, and community partners remain involved in discussions without requiring structural changes that compromise their independence.

Alternatives:

If the City Commission chooses not to create a Super TIF Advisory Committee, the following alternatives exist:

1. *Modify DDP and PAB membership* to comply with SB 3. This would technically achieve compliance but require significant structural changes and reduce independence.
2. *Assign all TIF advisory responsibilities to the PAB.* This option complies with law but reduces representation from district-specific stakeholders.
3. *Establish five separate advisory committees* (one for each TIF district). While compliant, this option creates a significant administrative burden and inconsistent practices.

Concurrences:

Finance, Legal, Planning, and Community Development Departments.

Attachments:

Resolution 10609

City Commission Memo: SB 3 Compliance – TIF Advisory Committees

RESOLUTION 10609

A RESOLUTION ESTABLISHING A CONSOLIDATED SUPER TAX INCREMENT FINANCING (TIF) ADVISORY COMMITTEE FOR ALL CITY TIF DISTRICTS

* * * * *

WHEREAS, the City of Great Falls has established five Tax Increment Financing (TIF) Districts: the Downtown Urban Renewal District, the West Bank Urban Renewal District, the East Industrial Park District, the Central Montana Agri-Tech Park Industrial District, and the Great Falls International Airport Industrial District; and

WHEREAS, since 2014 the Downtown Development Partnership (DDP) has served in an advisory role to the City Commission on the use of Downtown Urban Renewal District TIF funds, and since 2008 the Planning Advisory Board (PAB) has served as the recommending body for TIF expenditures in the City's other districts; and

WHEREAS, during the 2025 Legislative Session, the Montana Legislature adopted Senate Bill 3, amending MCA §§ 7-15-4234 and 7-15-4282, requiring that any municipality utilizing Tax Increment Financing establish a formally appointed Advisory Committee to provide guidance on the administration of an urban renewal area or targeted economic development district; and

WHEREAS, Senate Bill 3 requires that each Tax Increment Finance Advisory Committee include, at a minimum, one member appointed by the governing body from the county in which the district is located and one member appointed by the governing body from a school district that overlaps the district; and

WHEREAS, Senate Bill 3 further provides that advisory committee members shall serve four-year staggered terms, unless otherwise serving by virtue of office, and must be formally appointed by the governing body; and

WHEREAS, the City Commission finds that establishing a consolidated Super TIF Advisory Committee for all five City TIF districts will ensure compliance with state law, provide consistency across districts, and allow for broad representation including Cascade County, Great Falls Public Schools, and stakeholders from downtown, industrial park, airport, business, and community interests.

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

Section 1. Establishment. The City Commission hereby establishes a consolidated “Super” Tax Increment Financing (TIF) Advisory Committee to serve as the advisory and recommending body for all five City TIF Districts, including the Downtown Urban Renewal District, the West Bank Urban Renewal District, the East Industrial Park District, the Central Montana Agri-Tech Park Industrial District, and the Great Falls International Airport Industrial District.

Section 2. Membership. The Super TIF Advisory Committee shall consist of five (5) to seven (7) voting members formally appointed by the City Commission, with staggered terms of four (4) years. The initial membership must consist, at a minimum, of one commissioner appointed for one (1) year, one for two (2) years, one for three (3) years, and two for four (4) years. Each subsequent appointment must be for four (4) years. Except as provided by state law or Commission resolution, members shall be residents of the City and qualified electors, but not City employees or City elected officials. At least one (1) representative must be from Cascade County government, whose boundaries overlap the districts, as required by SB 3; and one (1) other representative must be from Great Falls Public Schools, School District No. 1 whose boundaries overlap the districts, as required by SB 3.

If a position becomes vacant before the end of the term, the position shall be filled by the City Commission for the unexpired term. A member may be removed pursuant to OCCGF Title 2. Each member may be reappointed when his or her term expires as set by Commission resolution.

Additional advisory input may be provided by community partners, including the Downtown Development Partnership (DDP), the Great Falls Airport Advisory Board, or other similar interest or affiliated groups pertaining to the City’s TIF districts. Such participation is expressly limited to input only and shall not constitute voting membership.

Section 3. Downtown Development Partnership Participation. The Great Falls Downtown Development Partnership shall be notified of all TIF requests and proposed expenditures within the Downtown Urban Renewal District. The Partnership may receive information, provide informal input, or host applicant presentations strictly for informational purposes. This participation is not intended to serve as a forum for the entity to take a formal vote of support or denial. However, the Partnership, as an entity, may present a formal stance during the public meetings of the Super TIF Advisory Committee and at City Commission hearings.

Section 4. Airport Advisory Board Participation. The Great Falls Airport Advisory Board shall be notified of all TIF requests and proposed expenditures within the Great Falls International Airport Industrial District. The Board may receive information, provide informal input, or host applicant presentations strictly for informational purposes. This participation is not intended to serve as a forum for the entity to take a formal vote of support or denial.

However, the Board, as an entity, may present a formal stance during the public meetings of the Super TIF Advisory Committee and at City Commission hearings.

Section 5. Board procedures. Unless otherwise specified by state law or Commission resolution, the Super TIF Advisory Committee shall be governed by the rules contained in the most recent edition of "Robert's Rules of Order, Revised," in all applicable parliamentary procedures, as applicable.

Section 6. Officers. At its first regular meeting in each calendar year, the Super TIF Advisory Committee shall elect from its members a Chairperson and Vice-Chairperson to serve for a period of one (1) year. If there is more than one (1) nominee for any office, voting shall be conducted in open session, and each member's vote shall be recorded in the minutes and made available for public inspection. An officer whose term has expired shall hold office until a successor is elected. No Officer shall serve in the same position for more than two (2) consecutive terms, consistent with City Commission Resolution 10524. After completing two consecutive terms in the same position, the individual shall step down for at least one (1) full term before being eligible to serve again in that position. Any exception to this limit must be approved by the City Commission in accordance with Resolution 10524. In the event of a vacancy in any office, the Chairperson shall designate a member to fill the unexpired term of the office with approval by a majority of the Board.

Section 7. Other. The City Commission finds that this structure ensures compliance with Senate Bill 3, creates consistent and efficient advisement across all districts, and provides balanced representation of county, school, district-specific stakeholders, and property owners.

Section 8. Conflict with Other Ordinances and Resolutions. All parts of previously approved or adopted processes, ordinances and/or resolutions in conflict herewith are hereby repealed.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, October 21, 2025.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

Planning &
Community Development
Room 112



September 29th, 2025

P.O. Box 5021
Park Drive S.
Great Falls, MT

SB 3 Compliance – TIF Advisory Committees

During the 2025 Legislative Session, the Montana Legislature adopted Senate Bill 3, amending MCA 7-15-4234 and 7-15-4282. The legislation requires that any municipality utilizing Tax Increment Financing (TIF) establish a formally appointed Advisory Committee to advise the administration of urban renewal areas and targeted economic development districts.

At a minimum, each Advisory Committee must include:

- One representative from the county with boundaries overlapping the district; and
- One representative from a school district with boundaries overlapping the district.

Since 2014, the City of Great Falls has relied on the Downtown Development Partnership (DDP) to recommend expenditures of TIF funds within the Downtown Urban Renewal District. Beginning in 2008, the Planning Advisory Board (PAB) has served as the recommending body for TIF expenditures in all other districts.

If the City is not compliant with SB 3 by October 1, 2025, it will be unable to process new funding requests. Applications submitted before that date may still be considered, and reimbursements for existing projects will continue to be processed.

Proposed Next Steps

The City Manager and staff from the Planning and Legal departments have evaluated several options for bringing the City into compliance with SB 3:

- Continue to utilize the DDP and PAB with modifications to their membership structures to meet statutory requirements.
- Designate the PAB as the sole advisory committee for all TIF districts.
- Create a new “Super” TIF Advisory Committee to serve as the advisory body for all City TIF districts.

Community Partner Feedback

As part of this evaluation, the City consulted with the DDP, which is the City’s only and most active TIF advisory body. While the DDP initially supported continuing its recommending function, doing so would require significant structural changes, including the formal appointment of voting members by the City Commission. This shift would effectively move the City from a

partner to the regulating authority of the DDP, raising concerns about the impact on the DDP's National Main Street designation.

DDP members also expressed concerns about designating the PAB as the sole recommending body. With membership already filled, aside from the addition of County and School District representatives, the PAB structure would limit participation by downtown property owners, business owners, and other stakeholders directly affected by TIF decisions.

The DDP emphasized its interest in continuing to play a role in Downtown Urban Renewal District policy and TIF expenditure discussions by:

- Receiving notice of Downtown TIF requests; and
- Providing an opportunity for applications to be reviewed by, or presented to, the DDP, similar to the role of Neighborhood Councils in planning and zoning matters.

City Manager and Staff Recommendation

Based on statutory requirements and feedback from community partners, staff recommends that the City Commission establish a “Super” TIF Advisory Committee to serve as the advisory and recommending body for policies and expenditures across all City TIF districts. Staff further recommend that the Commission consider authorizing members who already serve on another City board or commission to also serve on this body under Resolution 10524, as many qualified professionals with TIF, land use, or similar experience or interest would otherwise be ineligible.

This approach would:

- Ensure compliance with Senate Bill 3.
- Create a consistent and efficient structure for reviewing TIF proposals across all districts.
- Provide balanced representation by including the required Cascade County and Great Falls Public Schools representatives, along with downtown, industrial park, business, and community stakeholders.
- Preserve the DDP's identity and mission as a downtown partnership, while continuing to involve the DDP in Downtown Urban Renewal District TIF discussions through notice and review opportunities.

Regardless of the option chosen, the City Commission will retain final approving authority.

For these reasons, staff recommend formation of a “Super” TIF Advisory Committee as the most effective path forward. If the City Commission concurs, staff will prepare the necessary changes for consideration at a public hearing and, if desired, participate in a work session to review the proposal in more detail.



Commission Meeting Date: October 21, 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, Planning and Community Development Director

Action Requested: Accept Ordinance 3280 on first reading and set a public hearing for November 4, 2025.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3280 on first reading and set the public hearing for November 4, 2025.”

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

Background/Recommendation:

The City of Great Falls includes many areas with expansive fatty clay soils and other soil types that adversely affect building foundations. 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.

Staff Recommendation: Staff recommends that the City Commission accept Ordinance 3280, Exhibit A, on first reading and set the public hearing for November 4, 2025.

Concurrences:

Legal

Attachments/Exhibits:

- Exhibit A - Ordinance 3280
- Exhibit B – Proposed Ordinance Language
- Exhibit C – 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 4, 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 [15](#)

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: October 21, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointments, Great Falls Citizen's Council

From: City Commission

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint two members of the City Commission to serve on the Great Falls Citizen's Council for the May 27, 2025 meeting.

Suggested Motion:

1. Mayor moves:

"I move that the City Commission appoint _____ and _____ to serve on the Great Falls Citizen's Council also known as Council of Councils for the October 28, 2025 meeting."

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

Staff Recommendation: It is recommended that the mayor appoint two members from the City Commission to serve as the Commission's representatives for the Great Falls Citizen's Council in accordance with Title 2, Chapter 19, Section 090 the Official Code of the City of Great Falls (OCCGF).

Summary: Pursuant to the Charter of the City of Great Falls, the Neighborhood Council program was established by Ordinance 2727 in 1997. There are nine separate Council districts throughout Great Falls.

Background: The Great Falls Citizen's Council was created to act as a forum to address issues of community wide concern and resolve disputes among the individual neighborhood councils. The members are comprised of one member from each neighborhood council and two members of the City Commission who shall be appointed by the Mayor. The council meets three times a year, usually in January, May and October. Mayor Reeves and Commissioner McKenney were appointed and served as the Commission's Representatives for the January 28, 2025 and May 27, 2025 meetings.

This year's meetings are scheduled for January 28, May 27 and October 28, 2025 at 7:00 pm in the Gibson Room of the Civic Center.