



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
July 01, 2025
7:00 PM**

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

Public participation is welcome in the following ways:

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

Meeting Decorum Statement

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

MILITARY UPDATES

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

PETITIONS AND COMMUNICATIONS

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

2. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.
- [5.](#) Appointment to the Business Improvement District Board of Trustees.
- [6.](#) Appointment to the Housing Authority Board of Commissioners.
- [7.](#) Appointment to the Police Commission.

CITY MANAGER

8. 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.

- [9.](#) Minutes, June 17, 2025, City Commission Meeting.
- [10.](#) Total Expenditures of \$2,378,525 for the period of May 29, 2025 through June 11, 2025, to include claims over \$25,000, in the amount of \$1,708,761.
- [11.](#) Contracts List.
- [12.](#) Approve the CDBG Funding Agreement in the amount of \$194,795 with the Park and Recreation Department for the Morony ADA Playground Project, and authorize the City Manager to execute the grant agreement.
- [13.](#) Approve the purchase of a custom ADA Nucleus Play System from Grondahl Recreation Inc. in the amount of \$92,200 for Morony Park through Sourcewell, a governmental purchasing service cooperative.
- [14.](#) Approve 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, a governmental purchasing service cooperative, for a total of \$446,100 to be used by the Sanitation Division.
- [15.](#) Reject a single bid received for the Lift Station 15 VFDs and Power project due to budget shortfall and direct staff to modify project schedule and re-advertise for bids at a later date.
- [16.](#) Set a public hearing for Business Improvement District (BID) FY 2026 Budget and Work Plan for July 15, 2025.

- [17.](#) Set a public hearing for Tourism Business Improvement District (TBID) 2025/2026 Budget and Work Plan for July 15, 2025.
- [18.](#) Postpone a public hearing to July 15, 2025 for consideration of the 2025-2029 Consolidated Plan and Citizen Participation Plan.

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

- [19.](#) Tourism Business Improvement District (TBID) FY2025 Budget Amendment. *Action: Conduct a public hearing and approve or not approve the budget amendment. (Presented by Rebecca Engum)*
- [20.](#) Resolution 10581, Declaring Certain Property Located at 321 1st Avenue Southwest a Nuisance, order the Nuisance be abated and authorize City Staff to force abatement if necessary. *Action: Conduct a public hearing and adopt or deny Res. 10581. (Presented by Lonnie Hill)*
- [21.](#) Ordinance 3275; Request from Benefis Health Systems assigning Planned Unit Development (PUD) zoning to the property legally described as Lot 1A1A of Block 1, Mount Olivet Addition for the Santavita Estates Development. *Action: Conduct a public hearing; Adopt or deny Ord. 3275 including the accompanying Basis of Decision; and approve or deny the Minor Subdivision Preliminary Plat of Sanavita Estates including dedication of public right-of-way. (Presented by Lonnie Hill)*

OLD BUSINESS

NEW BUSINESS

- [22.](#) Labor agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), Local #7796 for the period of July 1, 2025 through June 30, 2027. *Action: Approve or not approve the labor agreement. (Presented by Gaye McInerney)*
- [23.](#) Labor agreement between the City of Great Falls and the International Brotherhood of Electrical Works (IBEW), Local #233 for the period of July 1, 2025 through June 30, 2027. *Action: Approve or not approve the labor agreement. (Presented by Gaye McInerney).*

ORDINANCES / RESOLUTIONS

- [24.](#) Resolution 10592, A request of a Conditional Use Permit (CUP) to allow “marijuana cultivation” within the I-1 Light Industrial zoning district upon the property addressed as 748 Crescent Circle. *Action: Accept or not accept Res. 10592 on first reading and set or not set a public hearing for August 5, 2025. (Presented by Lonnie Hill)*

CITY COMMISSION

25. Miscellaneous reports and announcements from the City Commission.
26. 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: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Business Improvement District Board of Trustees

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Business Improvement District Board of Trustees for a four-year term through June 30, 2029.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (appoint/not appoint) Leo Imperi to the Business Improvement District Board of Trustees for a four-year term through June 30, 2029."

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

Summary and BID Board Recommendation:

Alison Fried was appointed to the Business Improvement District (BID) Board in February 2017 and has served two full terms. Her term is set to expire on June 30, 2025. The city advertised the vacancy to solicit citizen interest through the City's website and the local media. An application was received from Leo Imperi, who is property owner of 428 Central Avenue.

The BID Board met on June 12, 2025, and recommended the City Commission appoint Mr. Imperi to fill the vacancy.

Background:

The Business Improvement District Board of Trustees consists of seven members appointed by the City Commission. Members must be owners of property within the District or their assignees (§ 7-12-1121, MCA). The BID oversees the functions, operations, management and administration as necessary to carry out the purposes and objectives of the Business Improvement District.

During past meetings the Board discussed the need for Board members with the following backgrounds:

- Developer/construction experience
- Finance experience
- Social media/marketing experience

Members of this board are:

Keith Cron	7/5/2023 – 6/30/2027
Jason Kunz	7/1/2019 – 6/30/2027
Alison Fried	2/7/2017 – 6/30/2025
Sherrie Arey	7/7/2020 – 6/30/2028
Caralina Carlson	8/6/2024 – 6/30/2028
Neal DuBois	7/21/2020 – 6/30/2027
Erica Ferrin	3/5/2024 – 6/30/2028

Citizen interested in the Board:

Leo Imperi

Alternatives: The City Commission could choose to not appoint during this meeting and schedule an interview for Mr. Imperi or request staff to continue advertising for the position.

Attachments:

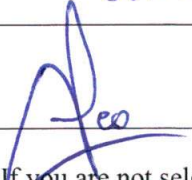
Application



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

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

Board/Commission Applying For: Business Improvement District (BID)		Date of Application: 5/22/2025	
Name: Leo Imperi			
Home Address: 1400 14th St. SW, Great Falls, MT		Email address: Leo.Imperi.94@gmail.com	
Home Phone:	Work Phone:	Cell Phone: 406-750-9503	
Occupation: Self		Employer:	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: 8.5 years as realtor in Great Falls, 200+ homes sold. Commercial real estate investor and "enhancer". Have experience with some grant funding and federal programs. Owner of Corey Block 428 Central Ave.			
Educational Background: High School Diploma			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: None.			
Previous and current public experience (elective or appointive): None.			
Membership in other community organizations: None.			

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Are you a Qualified Elector? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)	
Please describe your interest in serving on this board/commission? I aspire to give back to my community and see this as an opportunity to deploy my skillset in a sector I am familiar with. I would also like to take beautification efforts and general downtown improvement as a personal responsibility as a board member.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I have owned commercial buildings in two different municipalities. 428 central is the first I've experienced in BID-type districting. I know how to create partnerships with local contractors on small budgets to get needed work done. I am great at creative deal-structuring.	
Additional comments: This opportunity is <u>not</u> a resume booster, or "feather-in-the-hat" for me. I would take this very seriously and would seek to drive ambitious betterment for our city's downtown district responsibility.	
Signature 	Date: 5/22/2025

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

Return this form to:

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

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

Email:
kartis@greatfallsmt.net



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Housing Authority Board of Commissioners

From: City Manager's Office

Initiated By: Great Falls Housing Authority

Presented By: City Commission

Action Requested: Reappoint Rosie Kiernan for a five-year term through June 30, 2030.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission appoint _____ to the Great Falls Housing Authority Board of Commissioners for a five-year term through June 30, 2030."

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

Summary: The City Commission appointed Rosie Kiernan to the Board on May 19, 2020 for a five-year term through June 30, 2025. Ms. Kiernan is interested and eligible for an additional term. Advertising was done to solicit other citizen interest and applications were received from Dianna Lynn, Jenna Schuff, and Ray Bukoveckas.

Board Recommendation: The Board met on June 18, 2025 and recommended that the City Commission reappoint Rosie Kiernan to her second five-year term.

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

Members of the Board	Term Start Date	Term End Date
Rosalie Kiernan	5/19/2020	6/30/2025
Doug Spence	5/19/2020	6/30/2026
Rodney Blake	4/6/2021	6/30/2027
David Fink	7/17/2018	6/30/2028

Megan Farmer	7/16/2019	6/30/2029
Lyle. W. LaPree – Tenant Member	3/16/2021	6/30/2026
Kathleen Whitaker – Tenant Member	3/19/2024	6/30/2026

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

Attachments/Exhibits:

Applications:

Rosie Kiernan

Dianna Lynn

Ray Bukoveckas

Jenna Schuff



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

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

Board/Commission Applying For: <i>Housing Authority Advisory Board</i>		Date of Application: <i>3/11/2020</i>	
Name: <i>Rosalie Kiernan</i>			
Home Address: <i>209 39th Ave NE Great Falls, MT 59404</i>		Email address: <i>rkiernan@nwgf.org</i>	
Home Phone: <i>406-217-6060</i>	Work Phone: <i>406-216-3503</i>	Cell Phone: <i>406-217-6060</i>	
Occupation: <i>Home Ownership Planner</i>		Employer: <i>Neighbor Works Great Falls</i>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: <i>Worked as a mortgage loan processor for 4 years and a customer service lead for 7 years in mortgage community. I currently work with affordable housing and financial capability for the last 6 years</i>			
Educational Background: <i>Bachelors Degree - Major Criminal Justice Minor Community Leadership</i>			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: <i>Prosperity Matters Steering Committee Housing task force</i>			
Previous and current public experience (elective or appointive): <i>na</i>			
Membership in other community organizations: <i>through work, I work with United Way Community activities</i>			

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

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

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

Are you currently serving on a Board? Yes ☐ No ☒ If yes, which board?

Please describe your interest in serving on this board/commission?

I am a HUD certified counselor and have a deep knowledge of affordable housing along with lending knowledge. My experience will provide additional support in the decision making processes.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

I am currently a housing counselor and work with clients daily on financial needs and goals. I previously worked with loan applications. I am very familiar with credit reports and ~~also~~ have some knowledge of fair housing.

Additional comments:

I think my background in housing lends to being a contributing member.

Signature

Donnie Herman

Date:

3/11/2020

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

Return this form to:

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

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net



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

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

Board/Commission Applying For: <i>Great Falls Housing Board</i>		Date of Application: <i>4/29/25</i>
Name: <i>Dianna Lynn</i>		
Home Address: <i>1015 14th Ave S. G.F. MT.</i>		Email address: <i>d_kokonut@yahoo.com</i>
Home Phone: <i>406-564-7219</i>	Work Phone:	Cell Phone: <i>406-564-7219</i>
Occupation: <i>Service Coordinator</i>		Employer: <i>Accessible Space (The Portage)</i>
Would your work schedule conflict with meeting dates?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)
Related experiences or background: <i>The last 15 years I worked with the Center for Mental Health now called Many Rivers. I was the case manager, care coordinator. I assisted with getting & funding folks, SS benefits, SNAP, medical care, Housing, ADLs and much more.</i>		
Educational Background: <i>years of real life experience beats a piece of paper. with that said, after raising my 5 children solo - am currently working on my BS in psychology</i>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <i>I served the severely mentally ill and worked with many businesses in Great Falls so my clients could reach their goals.</i>		
Previous and current public experience (elective or appointive):		
Membership in other community organizations: <i>NAMI, my company is on the Chamber of Commerce</i>		

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

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

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

Are you currently serving on a Board? Yes ☐ No ☒ If yes, which board?

Are you a Qualified Elector? Yes ☒ No ☐

(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission? *I have worked with folks that are very low income and know how to assist them w/ finding housing. I worked w/ the clients on budgeting, how to maintain their place, and where to go for assistance.*

Please describe your experience and/or background which you believe qualifies you for service on this board/commission? *I have worked over 14 years here in Great Falls as a case manager, case coordinator. I know what the people need and what they can afford and what is currently out there, and what might be in their grasp.*

Additional comments: *I feel we need someone on this board who has been in the very low/no income field to get a real sense of how reality is in the housing situation in this day & age.*

Signature

delynn

Date:

4/29/25

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

Agenda #6.

RECEIVED

MAY 1 2025

CITY MANAGER

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

Board/Commission Applying For:		Date of Application:	
GREAT FALLS HOUSING BOARD		4/29/25	
Name:			
RAY BUKOVECKAS			
Home Address:		Email address:	
3400 FOX FARM ROAD, GF		rbuck799@gmail.com	
Home Phone:	Work Phone:	Cell Phone:	
		406-505-0307	
Occupation:		Employer:	
Retired		None	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background:			
Resident since 1988 minus 10 years in Valier, MT. USAF - 22 years - moving makes you realize housing is needed MAYOR VALIER MT, TOWN COUNCIL VALIER MT - 2 years EA.			
Educational Background:			
BS - ACCOUNTING - COLLEGE OF GF 1996			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities:			
MAYOR/TOWN COUNCIL - VALIER MT. / 2016-2020 TREASURER - FRONT RANGE CASA - 6 years VALIER LIBRARY BOARD - member & President			
Previous and current public experience (elective or appointive):			
MAYOR / TOWN COUNCIL / VALIER, MT. 2016-2020 VALIER MT. LIBRARY BOARD member / President			
Membership in other community organizations:			
None			

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

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

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

VALER MAYER 2016-18, VALER TOWN COUNCIL - 2019-2020
Are you currently serving on a Board? Yes ☐ No ☒ If yes, which board?

Are you a Qualified Elector? Yes ☒ No ☐

(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?

GREAT FALLS IS EXPANDING IN POPULATION AND NEEDS AFFORDABLE HOUSING

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

MOVING AROUND FOR THE USAF, TAUGHT ME HOW CRITICAL HOUSING IS. 1970-92

Additional comments:

Signature

Ray Bukvedas

Date:

4/29/25

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

Agenda #6.

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

Board/Commission Applying For:		Date of Application: 04/30/2025	
Housing Authority			
Name: Jenna Schuff			
Home Address: 1016 25th Ave SW Great Falls, MT 59404		Email address: jschuff@NWGF.ORG	
Home Phone: 406-750-1905	Work Phone: 406-761-5861	Cell Phone: 406-750-1905	
Occupation: Director Of Lending		Employer: NeighborWorks Great Falls	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: I've been working in real estate since 2015, beginning as a mortgage loan processor at Embark Credit Union. I then joined Opportunity Bank of Montana, where I spent the past decade serving as a processor, underwriter, and credit analyst. Most recently, I accepted the position of Director of Lending at NWGF.			
Educational Background: High School Diploma and on job experience.			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: N/A			
Previous and current public experience (elective or appointive): N/A			
Membership in other community organizations: United Way of Cascade County Grant Committee			

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

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

Have you ever served on a city or County board? Yes ☐ No ☒ If yes, what board and when did you serve?

Are you currently serving on a Board? Yes ☐ No ☒ If yes, which board?

Are you a Qualified Elector? Yes ☐ No ☒

(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission? **I'm deeply passionate about affordable housing and helping families achieve homeownership. Over the past year, I worked in commercial real estate as a credit analyst, but I found it less fulfilling than supporting individuals and families who may not believe homeownership is within their reach.**

Please describe your experience and/or background which you believe qualifies you for service on this board/commission? **I've been working in real estate since 2015, beginning as a mortgage loan processor at Embark Credit Union. I then joined Opportunity Bank of Montana, where I spent the past decade serving as a processor, underwriter, and credit analyst. Most recently, I accepted the position of Director of Lending at NWGF. I am currently working with several individuals on grants we can get with the new HB819 bill that passed and look forward to seeing more needs we need as far as affordable housing in Great Falls.**

Additional comments:

Signature: Jenna Schuff



Date: 04/30/2025

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kartis@greatfallsmt.net



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Police Commission

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Police Commission for a three-year term.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission appoint _____ to the Police Commission for a three-year term through June 30, 2028."

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

Police Commission Recommendation: The Police Commission met on June 20, 2025 to review applications and make a recommendation to the City Commission. The Police Commission recommended the appointment of Richard (Rich) Eugene Hollis.

Background: On June 6, 2019, the City Commission appointed Tim Shanks to the Police Commission for his first full three-year term and reappointed him for a second term on June 7, 2022. His current term ends on June 30, 2025. Because he has served two full terms, he would not be eligible for another term.

City staff advertised the position and received applications from: Richard (Rich) Eugene Hollis, Jared Alleman, Samara Sant, Alice Klundt, Charles Goodman, Robert Long, and Daniel E. Barnett. In 2024, Mr. Barnett applied to the Police Commission and the Ethics Committee was appointed to the Ethics Committee. The Ethics Committee has since been dissolved and he is interested in serving on the Police Commission.

Purpose

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

Members of this commission are:

Tim Shanks 7/1/2019 – 6/30/2025
John Hackwith 7/7/2020 – 6/30/2026

Morgan Kasuske

7/7/2020 – 6/30/2027

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

Attachments:

Applications:

Richard (Rich) Eugene Hollis

Alice Klundt

Robert Long

Samara Sant

Charles Goodman

Jared Alleman

Daniel E Barnett




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

Agenda #7.

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

Board/Commission Applying For: Great Falls Police Commission		Date of Application: 5/14/2025
Name: Richard (Rich) Eugene Hollis		
Home Address: 2513 9th Ave. S. Great Falls, MT 59405		Email address: jbole2003@yahoo.com
Home Phone: 406-788-4724	Work Phone: 406-761-6183	Cell Phone: 406-788-4724
Occupation: self-employed business owner		Employer: Hollis' Hi Ho (bar and casino) R.S. Hollis Properties LLC, Owner/President
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: 16 Years of Law Enforcement (Three Forks Marshal, MT 7/1985 to 12/1985, Roosevelt Co. Sheriff, MT 2/1986 to 2/1988, and Great Falls Police Department, MT 2/1988 to 3/2001). 24 Years of Business Ownership (The Sting Sports Bar 3/2001 to 6/2022 and Hi Ho 11/2012 to current)		
Educational Background: Butte High School Graduate 1983 1 Year of College - Coeur d'Alene Idaho Montana Law Enforcement Academy Graduate 1986		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Currently - I work with many non-profits and charity organizations to coordinate fundraisers and events utilizing my liquor catering license and/or bar location. Recipients range from sporting teams to individuals in need to 501C nonprofits.		
Previous and current public experience (elective or appointive): Previous Kairos Youth Board Member Previous Northwest Gang Investigator Association Chapter President Previous Great Falls Police Protective Association President		
Membership in other community organizations: Montana Tavern Association		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, where and when? Great Falls Police Department - Patrol Officer, Master Patrolman, School Resource Officer, Narcotics Detective. 2/1988 to 3/2001	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, who, which department, and relationship? Great Falls Police Officer Taylor Crouch dates /lives with my daughter. They are engaged to be married.	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Are you a Qualified Elector? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)	
Please describe your interest in serving on this board/commission? I would like to help ensure that we have the best possible hires out of the applicant pool. I would like to be confident that we have the best hires for our community and the Great Falls Police Department. I also would like to ensure that our officers are treated fairly during their disciplinary processes.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? With my prior 16 years in active Law Enforcement, I have a perspective view from that position and recognize the dangers and challenges Law Enforcement face. With my 23 years as a business owner, I have experience with screening applications, hiring, disciplining and rewarding employees. I recognize the need for rule abidance and community safety.	
Additional comments: I have lived in Great Falls since 1988; serving the community and residents as well as I could. Previously serving in Law Enforcement for 13 years, then currently continuing my services as a business owner. I am active in this community and would like to give back by serving on this board and ensuring community safety standards.	
Signature 	Date: 5-14-25

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

Return this form to:

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

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

Email:
kartis@greatfallsmt.net

RECEIVED

MAY 16 2025

CITY MANAGER

**Attention: Great Falls Police Commission,
Lieutenant Rich LaBard c/o City Manager's Office,
Civic Center Room 201**

**Enclosed is my application for the Police
Commission opening.**

**I am very interested in Public Safety for the town
that I choose to live in and do business in. Hiring
and retaining the top Police Officers is key to
keeping us all safe. I would love to help in this
process, along with being fair in reviewing any
disciplinary appeals to make sure all rules are
followed.**

**Please feel free to contact me at any time with
questions or interviews.**

Sincerely,



Richard "Rich" Hollis

2513 9th Ave. S.

Great Falls, MT 59405

406-788-4724

jobole2003@yahoo.com

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

RECEIVED

MAY 16 2025

Agenda #7.

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

CITY MANAGER

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

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Are you a Qualified Elector? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.) Have served as an election judge.	
Please describe your interest in serving on this board/commission? My son served in the Great Falls Police Department until he moved out of town. I went to his graduation from the police academy and heard about all the qualifications needed to be a good officer. I have worked for years in recruitment and retention and I believe I can be objective when working with the police. One of my nephews is a retired officer from Colorado Springs CO and another served with the Montana Highway Patrol until his passing.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I served on the State Board for the American Red Cross, and I am currently serving as chair of the Ladies Ancient Order of Hibernians grievance committee.	
Additional comments:	
Signature <i>Alice L Klundt</i>	Date: <i>May 13, 2025</i>

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

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Email:
kartis@greatfallsmt.net




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

Agenda #7.

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Board/Commission Applying For: commission Board		Date of Application: 3/13/2025	
Name: Robert Long			
Home Address: 1421 29th Ave South, Great Falls, Montana 59405		Email address: cmpsgreatfalls@gmail.com	
Home Phone: 406-899-6095	Work Phone: 406-899-6095	Cell Phone: 406-899-6095	
Occupation: Founder and President of CMPS SECURITY		Employer: Central Montana Protection Services LLC (CMPS SECURITY)	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please explain)			
Related experiences or background: I think my experience of starting a company from the ground up and employing 70 employees. The buisness has been started right here in Great Falls and Promoting growth and assisting our veterans in getting jobs to help the community. I have also been involved in the Great Falls school systems.			
Educational Background: I graduated from Palmyra Area High School while attending Lebanon Country Career and Technology Program and graduated from both Programs in 1995. I have attended Ashworth College for Human Resource Manangement. I also atteneded several trade schools and completed the programs which will be attached to this form with My Resume to make things easier.			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: My prior activities was working as a court officer licensed by the state of Montana. I worked for Keypoint Goverment Solutions as a contract for NBIB and was a contractor for 6 months.			
Previous and current public experience (elective or appointive): I was appointed to a few local Loss Prevention boards of Great Falls that were brought together before MT ORCA.			
Membership in other community organizations: I have made it strong to be a supporter of Great Falls High School by supporting the JROTC program. I also have my buisness listed with the BBB and the Great Falls Chamber of Commerse.			

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, which board? I am currently serving on the board of Central Montana Protection Services as President and founder.	
Are you a Qualified Elector? Yes <input type="checkbox"/> No <input type="checkbox"/> (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)	
Please describe your interest in serving on this board/commission? My interest is in Great Falls. I moved here 25 years ago and it has been my home since. I want to give back to the community and to our Veterans who have fought for our country. I am a proud father of two which my oldest is currently serving as a sailor for the United States Navy.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I have improved the local educational system with the help of my youngest son and have made improvements in kids with Autism and ADD and ADHD and ODD to have a voice and to be able to get them in to special programs. I have a variety of ideals to assist in different aspects of Great Falls.	
Additional comments: Great Falls has a lot to offer but there seems to be things holding it back from progress. I would like to see what Great Falls is under lingering issues are and come up with solutions.	
Signature 	Date: 3/13/2025

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

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Email:
kartis@greatfallsmt.net

ROBERT D. LONG

1421 29th Avenue South, Great Falls MT 59405 • CMPSGREATFALLS@GMAIL.COM•

Home 406-899-6095

U.S. Citizen • Owner of Central Montana Protection Services • Certified American Kenpo Instructor
"3rd degree Black Belt"

Work Experience

Central Montana Protection Services

2-5th Street North Suite #205, Great Falls, MT 59401

Founder/Resident Manager: Robert Long

Phone: 406-899-6095

Available 40+ hours per week

Key Skills:

- Expertise in local and state regulations related to security and loss prevention, including suspect interviewing, detainment, and use of handcuffs.
- In-depth knowledge of safety and security protocols, policies, and procedures.
- Strong leadership skills with the ability to plan, organize, direct operations, and mentor staff through subordinate supervision.
- Skilled in analyzing, planning, and adjusting operational segments to meet organizational goals and objectives within available resources.

Technical Skills:

- Proficient in Microsoft Office Suite, including Word, Excel, PowerPoint, Outlook, and Internet Explorer (Windows XP).

Responsibilities:

- Provide leadership and oversight to a team of 70 security guards, responsible for safeguarding Multiple properties.
 - Plan and coordinate security routes to optimize loss prevention efforts.
 - Lead corporate security programs, substantiating and correcting 90 violations.
 - Monitor and report on 1,875 theft cases, ensuring personal accountability and proper prosecution.
 - Maintain 100% compliance with local, state, and federal laws, including reconciling 35 outdated case files within 120 days.
 - Manage scheduling and shift coverage for 70 security officers, ensuring 24/7 safety and security operations.
 - Monitor timecards and oversee contract execution, enforcing corporate policies, and reducing overtime expenses by \$26K in contract savings.
 - Manage multiple contracts, including those with federal entities such as Malmstrom Air Force Base and Archer Western.
-

Continued...

ROBERT D. LONG

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Professional Experience

Williams Investigations

Montana State Certified Process Server
September 2018 – February 2024
 4185 N Montana Ave STE 4, Helena, MT 59602

Key Skills:

- **Process Serving:** Montana State Certified to serve legal documents, including subpoenas, summons, and other court-related materials, ensuring compliance with state regulations.
- **Court Filings:** Experienced in filing paperwork with local courts and U.S. District Courts, ensuring all legal documents are properly filed and processed.
- **Skip Tracing:** Proficient in skip tracing techniques to locate individuals who have moved or are difficult to find, ensuring successful service of legal documents.
- **Cry Sales:** Trained in conducting cry sales, including the preparation and execution of legal actions related to this process.

Key Responsibilities:

- **Process Serving:** Delivered legal documents to individuals involved in court cases, ensuring all services were completed in compliance with state and federal guidelines.
- **Court Paperwork:** Filed legal documents with local and U.S. District courts, maintaining accurate records and ensuring timely submission.
- **Skip Tracing:** Utilized advanced techniques to locate individuals for service, ensuring no delays in legal proceedings.
- **Court Officer Training:** Gained training as a court officer, performing duties related to legal document service and cry sales under appropriate legal frameworks.

Professional Experience

Key Point Government Solutions / Perspecta

Background Investigator
January 3, 2018 – August 13, 2018
 1750 Foxtrail Dr, Loveland, CO 80538
 Phone: (866) 667-3635

Key Knowledge & Skills:

Continued...

- **Background Investigation Standards:** Proficient in the **National Background Investigations Bureau (NBIB)** standards for positive selection and conducting investigations.
- **Confidentiality Practices:** Thorough understanding of confidentiality laws, including handling sensitive personnel records and requests for information from various stakeholders.
- **Investigative Techniques:** Knowledge of various technical specialists and when to request their assistance during investigations.
- **Substance Abuse Recognition:** Ability to identify objective symptoms of alcohol use and controlled substances, ensuring accurate assessment of individuals under the influence.
- **Analytical Skills:** Ability to break down complex information into manageable components, analyze patterns and relationships, and draw logical conclusions.
- **Communication & Interpersonal Skills:** Proficient in preparing detailed reports and tactfully interacting with candidates, coworkers, management, and the public. Demonstrates cultural sensitivity and professionalism in sensitive or contentious situations.

Key Responsibilities:

- **Conduct Background Investigations:** Investigated individuals' backgrounds, analyzing complex information, and gathering evidence to ensure compliance with security and employment standards.
- **Interviewing & Reporting:** Conducted in-depth interviews with candidates and others involved in the process, developing pertinent questions and clarifying misunderstandings.
- **Investigation Integrity:** Maintained the integrity of confidential investigation files and ensured compliance with confidentiality protocols to protect sensitive information.
- **Time Management & Multitasking:** Efficiently managed multiple investigations simultaneously, prioritizing tasks to ensure timely completion.
- **Handling Sensitive Situations:** Remained calm and focused during interviews, especially in emotionally charged situations, to gather accurate and reliable information.
- **Collaboration & Teamwork:** Worked effectively as part of a team, maintaining a cooperative and respectful working relationship with all involved parties.

Professional Experience

MaxSent Security Co / Universal Protection Services / IPC International

Resident Manager (2007–2021)

Great Falls, MT

Week: 40+ hours

MaxSent Security Director (2008–2021)

Key Skills:

ROBERT D. LONG

Page 4 of 6

- Expertise in local and state regulations related to security and loss prevention
- Experience with suspect interviewing and detainment, including the use of handcuffs
- In-depth knowledge of safety and security policies, procedures, and regulations
- Strong leadership skills, including staff mentoring, motivation, and supervision
- Ability to plan, organize, and direct security operations and adjust to meet corporate goals
- Proficient in Microsoft Office Suite (Word, Excel, PowerPoint, Outlook) and Windows XP

Responsibilities:

- **Leadership & Oversight:** Led a team of 5 security guards in the protection of 576,897 sq. ft. of property, including 75 retail shops.
- **Security Operations:** Developed and coordinated security routes tailored to meet the needs of loss prevention and facility safety.
- **Program Management:** Led corporate security programs, identifying areas for improvement and ensuring compliance with corporate policies.
- **Violation Management:** Substantiated and corrected 90 security violations, ensuring that appropriate actions were taken to address security gaps.
- **Theft Monitoring & Reporting:** Monitored and reported 321 theft cases, maintaining meticulous records for personal accountability and prosecution purposes.
- **Staff Training & Development:** Mentored and motivated team members, overseeing their performance and ensuring adherence to security procedures.

Professional Experience

Securitas Security / Pinkerton / Burns

Professional Security Officer

2001–2006

Key Skills:

- Staff Management
- Security Operations
- Program Implementation
- Maintenance Coordination
- Asset Tracking
- Movement Auditing
- Patient & Staff Safety

Responsibilities:

- **Leadership & Oversight:** Led and supervised a team of 1-5 security officers, ensuring the effective safeguarding of a 144,000 sq. ft. facility.

Continued...

- **Security Patrols:** Conducted regular patrols of the facility to identify vulnerabilities and ensure security measures were in place to protect hospital property and personnel.
- **Theft Prevention:** Identified potential security risks and took proactive measures to prevent theft, damage, or unauthorized access to critical areas.
- **Incident Investigation:** Investigated thefts, incidents, and complaints; documented findings and communicated with relevant individuals to resolve security concerns.
- **Law Enforcement Liaison:** Managed unlawful activities, coordinating with local law enforcement, including fire, police, and FBI, when necessary.
- **Emergency Response:** Provided immediate assistance during medical emergencies and coordinated with emergency response teams.
- **Program Development:** Implemented and coordinated various domestic violence programs and provided security in related situations.
- **Communication:** Maintained proper documentation of incidents and security activities, communicating through phone and radio systems to ensure the safety and efficiency of operations.

EDUCATION

Educational Background:

1. **Ashworth College, Norcross, GA**
 - Human Resource Manager (67 Credits)
 2. **Stratford Career Institute, Washington, DC**
 - Security / Police Sciences Diploma (January 2006)
 3. **Thompson Education Direct / Penn Foster Career School, Scranton, PA**
 - Private Investigator Diploma (November 2002)
 4. **Lebanon County Career and Technology Center, Lebanon, PA**
 - Computer Information Technology Certificate
 5. **Palmyra Area High School, Palmyra, PA**
 - High School Diploma
-

Accomplishments & Certifications:

- **FEMA Certifications:**
 - Active Shooter IS-00907-2016
 - National Incident Management System-2009
- **IPC International Corporation:**
 - Supervisor Development Program (2010)
 - Certified Instructor (2009)
 - Handcuff Training (2008)
- **Pinkerton Security:**
 - Advanced Certification Levels 1, 2, and 3 (2003)

ROBERT D. LONG

Page 6 of 6

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Continued...



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

Agenda #7.

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

Board/Commission Applying For: Police Commission		Date of Application: 5/7/2025	
Name: Samara Sant			
Home Address: 2112 26th St S Unit 305 Great Falls, MT 59405		Email address: SamaraSant@Yahoo.com	
Home Phone: 	Work Phone: 406-455-3685	Cell Phone: 918-729-4656	
Occupation: Authorization Specialist		Employer: Benefis Health System	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: Please see attached document.			
Educational Background: Please see attached document.			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: Please see attached document.			
Previous and current public experience (elective or appointive): Please see attached document.			
Membership in other community organizations: Please see attached document.			

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

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

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

Lewis & Clark County D.U.I. Task Force

Are you currently serving on a Board? Yes ☐ No ☒ If yes, which board?

Are you a Qualified Elector? Yes ☒ No ☐

(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?

Please see attached document.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

Please see attached document.

Additional comments:

Please see attached document.

Signature

Samara Sant

Date:

5/7/2025

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

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kartis@greatfallsmt.net

Related experiences or background:

I bring a strong foundation of relevant experience and community involvement that uniquely qualifies me to serve as a citizen on the police commission. I previously clerked for a District Court Judge, which gave me valuable insight into the judicial process and a deeper understanding of how law enforcement intersects with the legal system. I've also served on the Lewis & Clark County DUI Task Force, where I worked collaboratively to address public safety concerns and reduce impaired driving. Additionally, I completed both the Cascade County and Lewis & Clark County Citizens Academies—intensive two-month programs that broadened my understanding of law enforcement operations, procedures, and challenges. Finally, as the founder of *406 Back the Blue*, a grassroots movement supporting law enforcement, I've demonstrated a longstanding commitment to fostering positive community-police relations and promoting public safety. These combined experiences reflect my dedication to balanced, informed oversight and my readiness to contribute constructively to the commission.

Educational Background:

My educational background has provided a strong foundation for civic engagement, legal understanding, and public service. Post-Grad I have completed over 401 community college courses which gave me a comprehensive understanding of government structure, public policy, and the justice system. My academic training has equipped me with critical thinking skills, legal reasoning, and a strong sense of civic responsibility — all of which support my ability to contribute meaningfully to the work of the police commission.

Previous and Current Public Activities:

Previously, I served on the Lewis & Clark County DUI Task Force, where I worked on community initiatives aimed at reducing impaired driving and improving public safety. I also clerked for a District Court Judge, which involved direct engagement with the legal system and reinforced my understanding of the role law enforcement plays in the broader context of justice.

Currently, I remain active in public safety and civic education. I have completed both the Cascade County and Lewis & Clark County Citizens Academies, gaining practical insight into law enforcement operations and community-police interactions. I am also the founder of *406 Back the Blue*, a grassroots organization that advocates for law enforcement and fosters community support. Through this role, I organize events, speak publicly, and maintain active involvement in issues surrounding law enforcement and public trust.

Previous Elective or Appointive Positions:

I was appointed to the Lewis & Clark County DUI Task Force, a position that involved active collaboration with law enforcement, public health officials, and community stakeholders to reduce impaired driving and promote roadway safety. As a task force member, I participated in policy discussions, supported public education campaigns, helped evaluate funding proposals for DUI prevention initiatives, and contributed to the development of strategies aimed at improving enforcement and community

awareness. This role required a balanced understanding of public safety, legal frameworks, and community engagement, and it deepened my commitment to proactive, solution-oriented public service.

Member in Other Community Organizations:

In addition to my local work, I am actively involved in both local and statewide community organizations that support public safety, civic engagement, and law enforcement advocacy. As the founder of *406 Back the Blue*, I have led a grassroots movement with statewide reach, collaborating with individuals, businesses, and organizations across Montana to support law enforcement and build stronger community relationships. This has included organizing events, participating in statewide discussions on public safety, and partnering with like-minded groups to promote positive engagement between law enforcement and the public.

Locally, my work has included serving on the Lewis & Clark County DUI Task Force and completing the Citizens Academies in both Cascade and Lewis & Clark Counties, reinforcing my dedication to both regional and statewide collaboration. My involvement spans across community awareness efforts, policy discussions, and advocacy for balanced, effective public safety strategies throughout Montana.

Interest in Serving on the Police Commission:

My interest in serving on the Police Commission stems from a deep commitment to strengthening public safety, supporting law enforcement, and ensuring effective community oversight. Through my role as a clerk for a District Court Judge, I gained valuable insights into the judicial process and how law enforcement actions directly intersect with legal outcomes. This experience gave me a nuanced understanding of the importance of fair, transparent, and lawful practices in policing.

Additionally, working at a law firm further honed my ability to analyze legal issues, understand complex policies, and advocate for fair and just outcomes. These experiences, combined with my work on the Lewis & Clark County DUI Task Force and my leadership of *406 Back the Blue*, have equipped me with the skills and knowledge necessary to contribute meaningfully to the commission's work.

I am particularly interested in this position because it provides an opportunity to support law enforcement agencies in their mission to serve and protect the public, while also ensuring that the policies, practices, and conduct of law enforcement are aligned with the values of fairness, accountability, and transparency. My goal is to bring a balanced, informed perspective to the commission, drawing on my legal background, my community involvement, and my passion for fostering positive, constructive relationships between the police and the public.

Experience and Background Qualifying Me for Service on This Board/Commission:

I believe my diverse background in both legal and community-based public safety initiatives uniquely qualifies me to serve on the Police Commission. My experience combines legal insight, hands-on involvement in public safety efforts, and a commitment to fostering positive relations between law enforcement and the community.

First, as a clerk for a District Court Judge, I gained a deep understanding of the judicial process, and the important role law enforcement plays in ensuring justice. This role exposed me to the complexities of

legal proceedings, the critical intersection of law enforcement and the court system, and the importance of fairness and transparency in all legal matters.

Additionally, my time working at a law firm further enhanced my ability to understand legal issues, evaluate policies, and advocate for fair and just practices. The analytical skills and attention to detail I developed in this role are crucial for assessing law enforcement policies and practices from a legal and procedural standpoint.

Beyond my legal experience, I have been actively involved in public safety initiatives. I was appointed to the Lewis & Clark County DUI Task Force, where I worked alongside law enforcement, public health professionals, and community leaders to reduce impaired driving and improve public safety. This experience gave me hands-on knowledge of law enforcement operations and provided a platform for collaborative problem-solving.

I also completed both the Cascade County and Lewis & Clark County Citizens Academies, which provided comprehensive education on law enforcement operations, challenges, and strategies. These programs allowed me to develop a deeper understanding of the day-to-day realities faced by law enforcement officers and their role in maintaining public order.

Furthermore, as the founder of *406 Back the Blue*, a grassroots movement dedicated to supporting law enforcement, I have worked to strengthen community-police relations, promote transparency, and advocate for officers and their families. This leadership role has honed my ability to organize, engage with diverse stakeholders, and advocate for policies that foster trust and collaboration between law enforcement and the public.

Together, these experiences—spanning the legal, community, and law enforcement sectors—have given me a well-rounded understanding of the issues at the intersection of law enforcement and community safety. I am confident that my combination of legal expertise, public safety involvement, and commitment to fostering positive community-police relations uniquely qualifies me to contribute effectively to the Police Commission.

Additional Comments:

I am truly committed to the work of enhancing public safety and ensuring that law enforcement operates with integrity, transparency, and accountability. With my combined experience in legal settings, public safety initiatives, and direct involvement with law enforcement, I believe I can bring a balanced, informed perspective to the Police Commission. I am dedicated to supporting policies that strengthen the relationship between law enforcement and the community, promote public trust, and ensure the fair and just application of the law. I would welcome the opportunity to contribute to the important work of this commission and help shape solutions that support the safety and well-being of our community.



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

RECEIVED

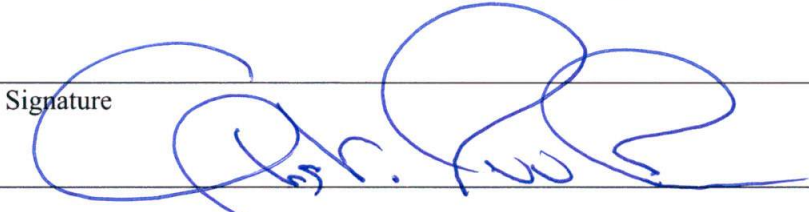
Agenda #7.

MAY 30 2025

CITY MANAGER

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

Board/Commission Applying For: Police Commission		Date of Application: 22 May 25
Name: Charles V. Goodman		
Home Address: 609 3rd Avenue South #2		Email address: charlesvgoodman@gmail.com
Home Phone: N/A	Work Phone: 406 761 5861	Cell Phone: 682 509 1875
Occupation: Property Management Coordinator		Employer: NeighborWorks Great Falls
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: Currently work at NeighborWorks Great Falls, where I serve as a Property Manager for the various in-town properties (First Avenue, 8th Ave Fourplex, Ulmer Square & Duplex). I will also serve as the on-site manager for the Baatz Block Apartments, NWGF's first venture in permanent supportive housing.		
Educational Background: BBA - Management, East Texas State (1985); MS - Interdisciplinary Studies - Counseling & Guidance, East Texas State (1987); Ph.D. - Human Resource Development, Texas A&M University (1997).		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Soaps & Such Campaign Coordinator - Alvarez & Marsal (2012 - 2013); Board of Advisors - Boys4Toys of Dallas (2007 - 2008); Chapter / Faculty Advisor, House Corporation Director - Sigma Chi Fraternity @ Texas A&M University (2004 - 2005 & 1995 - 1997); Leadership Training Workshop Faculty - Sigma Chi Fraternity (1990 - 2000); Public Relations / Public Service Committee - Sigma Chi Fraternity (1995 - 2000); Faculty Advisor - Delta Sigma Pi Professional Business Fraternity @ Texas A&M (1995 - 2000).		
Previous and current public experience (elective or appointive): City of Commerce, TX - 2020 Visioning Committee (1986). Appointed by the Mayor.		
Membership in other community organizations: United Way Continuum of Care - Participant; Housed Great Falls - Volunteer; Point-in-Time Homeless Headcount - Great Falls Volunteer & Coordinator.		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Are you a Qualified Elector? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)	
Please describe your interest in serving on this board/commission? Currently, am actively involved as a participant in Neighborhood Council #7. Want to continue and diversify my involvement in civic activities in non-elected roles / positions. Also, in my property management role, I understand the relationship needed with our officers, to best serve our respective stakeholders. I would like to do what I can, to voluntarily assist the department in achieving individual and organizational success through service on the Police Commission.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? Previously served as Interim Director of Human Resources for an airline company, where I was responsible for hearing appeals for employee terminations and grievances. Also served as Interim Recruitment Manager for a pharmaceutical company, coordinating their recruitment and hiring processes for key operational roles.	
Additional comments: Served as the advisor for student judicial boards at two universities, as well as an investigator / hearing officer for student code of conduct violations. As such, I am familiar with the premises of due process, equal protection and basic judicial rights.	
Signature 	Date: 29 May 25

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

Return this form to:

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P.O. Box 5021
Great Falls, MT 59403

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

Email:
kartis@greatfallsmt.net

Charles Goodman, Property Management Coordinator – Baatz Block Manager

Charles joined NeighborWorks in October 2024, initially as a Community Specialist for the Baatz Block Apartments. In February 2025 he assumed additional property management responsibilities, serving other NeighborWorks Great Falls owned properties.

Charles originates from Texas, with over 30 years' work experience in a variety of professional roles. He began his career in Student Affairs Administration, working in student orientation, leadership development, student discipline and fraternity / sorority administration, including Greek housing.

He also served as a university professor and academic program administer for the Department of Management at Texas A&M University. He left higher education to pursue a career in Change Management, Training and Development and Human Resources Development, working for Accenture, Waste Management Corporation, IBM Business Consulting and Alvarez & Marsal, before semi-retiring in 2014.

Charles' work includes stops in Texas cities of Commerce, College Station, Houston & Dallas. He also spent time in Tampa, Florida working for the University of South Florida. In addition, Charles spent 18 months on an international assignment, working in Riyadh (Saudi Arabia and Dubai (United Arab Emirates).

Charles has a BBA in Management and MS in Counseling, both from East Texas State University, as well as a Ph.D. in Human Resource Development from Texas A&M University.



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

Agenda #7.

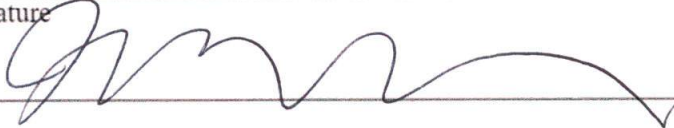
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MAY 12 2025

CITY MANAGER

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

Board/Commission Applying For: Police Commission		Date of Application: 7 May 2025	
Name: Jared Alleman			
Home Address: 152 Skyline Dr. NE, Great Falls, MT 59404		Email address: firefighterfren@aol.com	
Home Phone:	Work Phone:	Cell Phone: 985-221-0298	
Occupation: Security Supervisor		Employer: United States Air Force	
Would your work schedule conflict with meeting dates? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, please explain) Due to working outside of local area one out of every three weeks.			
Related experiences or background: Light experience in military law enforcement as Flight Sergeant, supervising daily security and law			
Educational Background: Associate's degree in criminal justice Bachelor's degree in security management Master's degree in sports and health			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: Previous: American Red Cross Disaster Action Team Member Volunteer Firefighter			
Previous and current public experience (elective or appointive): N/A			
Membership in other community organizations: N/A			

<p>Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?</p>	
<p>Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?</p>	
<p>Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?</p>	
<p>Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?</p>	
<p>Are you a Qualified Elector? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <small>(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)</small></p>	
<p>Please describe your interest in serving on this board/commission?</p> <p>Looking for a way to be more involved with the local community.</p>	
<p>Please describe your experience and/or background which you believe qualifies you for service on this board/commission?</p> <p>Due to my career field within the armed forces, over the course of the last fifteen years I have had to both be evaluated in use of force scenarios in addition to training and evaluating others.</p>	
<p>Additional comments:</p>	
<p>Signature </p>	<p>Date: 7 May 25</p>

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

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kartis@greatfallsmt.net



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

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

Board/Commission Applying For:		Date of Application:
City of Great Falls Ethics Committee		02/29/2024
Name:		
Daniel E Barnett		
Home Address:		Email address:
2701 7th Ave S, Great Falls, MT 59405		danbarnett50@hotmail.com
Home Phone:	Work Phone:	Cell Phone:
702-379-1981		702-379-1981
Occupation:		Employer:
Retired		
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background:		
Past member of FEMA NV-Task Force 1; Las Vegas Metropolitan Police Dept Use of Force Board; Red Rock Search & Rescue Transportation Support Specialist; Cascade County Sheriff's Citizens Academy		
Educational Background:		
Degree from University of Redlands; US Army Command & Staff College completion; Graduate of NASAR Managing the Lost Person Incident (MLPI) Course and assorted personnel management courses		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities:		
US Army and California National Guard 1971-1996, retired as Lieutenant Colonel (Infantry)		
Previous and current public experience (elective or appointive):		
Two years as a member of the Las Vegas Metropolitan Police Department Use of Force Board		
Membership in other community organizations:		
10 years as Logistics Coordinator for Susan G Komen Race for the Cure in Las Vegas, NV; Member of Red Rock Search & Rescue, Southern Nevada		

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

Agenda #7.

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

Have you ever served on a City or County board? Yes ☒ No ☐ If yes, what board and when did you serve?
Las Vegas Metropolitan Police Use of Force Board 2006-2008

Are you currently serving on a Board? Yes ☐ No ☒ If yes, which board?

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

Please describe your interest in serving on this board/commission?

To assist the committee in determining if an officer or employee of the City of Great Falls is out of compliance with ethical standards as described in Section 2.21.050 of The Great Falls Code of Ethics.

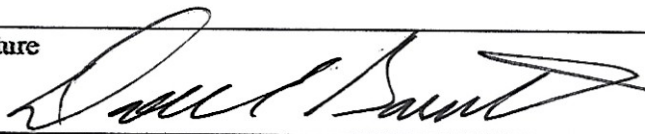
Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

One of the many responsibilities during my military career was to adjudicate both judicial and non-judicial cases from criminal through "conduct unbecoming" (ethical) activities as described under the Uniform Code of Military Justice and applicable regulations.

Additional comments:

As a commander, I took particular pride in the development of subordinate officers professional competency and providing them the tools they needed to become successful leaders and role models.

Signature



Date:

2-29-2024

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

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kartis@greatfallsmt.net



Re: Police Commission Offer

From Dan Barnett <danbarnett50@hotmail.com>

Date Tue 6/3/2025 5:35 PM

To Krista Artis <kartis@greatfallsmt.net>

Thank you for the update. Yes, I would still be interested in the Police Commission.

Get [Outlook for iOS](#)

From: Krista Artis <kartis@greatfallsmt.net>

Sent: Tuesday, June 3, 2025 11:47 AM

To: Dan Barnett <danbarnett50@hotmail.com>; Krista Artis <kartis@greatfallsmt.net>

Subject: Re: Police Commission Offer

Mr. Barnett,

Good morning. The city has had some recent changes to the Code of Ethics for the City of Great Falls. During the Commission meeting on May 20, 2025 the Commission voted to dissolve the Ethics Committee. I am working on notifying the Committee members.

You were appointed to the Ethics Committee in 2024 and at that time you had applied and were interested in the Police Commission also. There is currently one opening on the Police Commission effective July 1, 2025 and if you would like to be considered for that opening please let me know and I can add your application for review.

The Police Commission will be reviewing all the applications later this month and then forwarding a recommendation to the City Commission for appointment.

Thanks, Krista

From: Dan Barnett

Sent:

To: Krista Artis

Subject: Re: Police Commission Offer

Afternoon Krista.

IF you cannot fill the Police Commission position, and the City Attorney approves, I would offer my volunteer services, for that Committee along with the Ethics Committee.

I do have the time and the where-with-all to handle both.

Thank you.

Dan Barnett

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Krista Artis

Executive Assistant
Great Falls City Manager's Office
(406)455-8450
2 Park Drive South, Room 201

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JOURNAL OF COMMISSION PROCEEDINGS
June 17, 2025 -- Regular City Commission Meeting
Civic Center Commission Chambers, Room 206 -- Mayor Reeves Presiding

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS:

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

Also present were City Manager Greg Doyon, Public Works Director Chris Gaub, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, City Attorney David Dennis, Fire Chief Jeremy Jones, Police Captain Doug Mahlum, and City Clerk Lisa Kunz.

AGENDA APPROVAL:

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:

None.

COMMUNITY INITIATIVES

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM GREAT FALLS AREA CHAMBER OF COMMERCE.

Ed Brown, President/CEO of the Great Falls Area Chamber of Commerce, provided a quarterly update that included:

- Three new board members
- Strategic Planning
- One new staff member to replace one that moved
- Summer intern from the Leadership High School Program

JOURNAL OF COMMISSION PROCEEDING**June 17, 2025****PETITIONS AND COMMUNICATIONS****2. Jeni Dodd**, City resident, read from a prepared statement asserting the following:

- Requested that the City cease promoting the narrative that Great Falls is experiencing growth.
- Alleged that the Commission conducted an illegal public hearing regarding Resolution 10574.
- Claimed that the average percentages cited within the resolution were inaccurate.
- Accused the City Manager of exceeding his legal authority during the City's acquisition of property located at 5200 2nd Avenue North.

Manager Doyon responded that the property purchase was made in consultation with the City Attorney as it went through the appropriate process. The City Attorney advised after the last meeting that nothing was done improper. If the Commission doesn't find that satisfactory, the Commission could take additional steps to have the matter investigated.

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 reported that the Planning and Community Development Department continues to look at Urban Renewal District options with regard to workforce housing. Staff recently met with representatives from the Urban Renewal Districts in the City of Missoula – the only current community that is exercising Tax Increment Financing (TIF) in that way.

Manager Doyon announced that Planning and Community Development Director Brock Cherry and City Engineer Jesse Patton were recipients of the Alliance Ally Award from the Great Falls Development Alliance for going above and beyond, stepping up when needed, and for their ability to deliver results.

JOURNAL OF COMMISSION PROCEEDING**June 17, 2025**

Great Falls Development Alliance announced Project Cardinal, a two million square foot hyper scale data center campus proposed for a 569-acre site east of the Great Falls AgriTech Park. The investment of over \$1 billion dollars will create 1,500-2,000 construction jobs and 150-200 high-paying permanent positions, plus additional indirect employment.

CONSENT AGENDA

6. Total Expenditures of \$4,025,096 for the period of May 15, 2025 through May 28, 2025, to include claims over \$25,000, in the amount of \$3,179,949.
7. Minutes, June 3, 2025, City Commission Meeting.
8. Contracts List.
9. Approve a final payment for the 5th St S Drainage project, totaling \$50,055.11. This includes \$49,554.56 allocated to Geranios Enterprises, Inc. and \$500.55 to the State Miscellaneous Tax Fund; and authorize the City Manager to execute the payments. **OF 1811.0**
10. Approve a final payment for the Southwest Side Water Main Replacement – Phase 4 project, in the amount of \$114,015.68. This includes \$112,875.52 to Capcon, LLC and \$1,140.16 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1432.5**
11. Award a Professional Services Agreement in the amount not to exceed \$200,000 to Water and Environmental Technologies (WET) for the Smith Ponds Improvements project and authorize the City Manager to execute the necessary documents. **OF 1118.8**
12. Award a contract in the amount of \$93,400 to United Materials of Great Falls, Inc., for the 32nd Ave NE Water and Storm Sidewalk Repair project, and authorize the City Manager to execute the necessary documents. **OF 1786.5**
13. Set a public hearing for the FY2025 Tourism Business Improvement District Budget Amendment for July 1, 2025.

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

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 4-0.

JOURNAL OF COMMISSION PROCEEDING**June 17, 2025****PUBLIC HEARINGS****OLD BUSINESS****14. CITY OF GREAT FALLS ELECTRIC SUPPLY CONTRACT.**

City Manager Greg Doyon reported that the City Commission approved an initial contract with Guzman Energy for electric supply on April 16, 2024 for a two-year period. The current proposal asks the City Commission to consider an electric supply contract extension with Guzman Energy. The City has previously performed “blend and extend” agreements with energy companies as it has the ability to purchase its supplies directly from the open market.

At the May 6, 2025 City Commission Work Session, Jim Morin of PowerGas Corporation provided a comprehensive update on the City’s energy consumption and contracting status, and he highlighted favorable energy pricing trends. PowerGas has implemented a load management and billing optimization program, which contributed to significant savings. Additionally, administrative efficiencies in coding and processing utility invoices have resulted in labor cost savings in the first six months.

As the City’s power contract with Guzman Energy is set to expire in December 2026, Mr. Morin noted that staff are already evaluating options for a “blend and extend” or early contract extension. This strategy would allow the City to lock in favorable rates while continuing to capitalize on Guzman’s increasingly renewable portfolio and avoid market volatility.

Staff recommends a three-year term on the blend and extend contract. Savings is approximately \$140,000 for the term, but more importantly, the extension provides the City with 1) predictability, 2) rate stability, and 3) potential savings from the default supplier.

The motion above gives the City Manager the authority to execute a blend and extend agreement with Guzman when the City receives a revised and firm proposal on the rates. The City Manager will not sign the agreement unless it meets consultant recommendations and provides for a competitive rate. While the consultant has received indicative rates, a formal proposal will be received and presented to the City Manager on Wednesday, June 18, 2025.

Commissioner Wilson moved, seconded by Commissioner McKenney, that the City Commission authorize the City Manager to execute necessary supply agreements with Guzman Energy for electricity supply to the City of Great Falls and extend the agreement period three years, based on the already received indicative pricing rates.

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

JOURNAL OF COMMISSON PROCEEDING**June 17, 2025**

Commissioner McKenney received clarification that the Commission is authorizing the City Manager to receive a proposal from Guzman, and sign it if it is within the parameters that the consultant has advised for three years.

Commissioner Tryon received clarification that the term of the contract would extend from December 31, 2026 to June 30, 2028. He is comfortable with Manager Doyon executing the contract based on the energy consultant's experience, expertise and advice.

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

Motion carried 4-0.

NEW BUSINESS**ORDINANCES / RESOLUTIONS****CITY COMMISSION****15. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

16. COMMISSION INITIATIVES.

Commissioner Tryon received Commission consensus to direct staff to provide a breakdown of what the Commission's options are for reducing the expenses side of the general fund budget or increasing the revenue side of the general fund budget without utilizing the permissive medical levy or the inflation factor – in other words, what are the Commission's options for balancing and meeting priority general fund needs without increasing the local property tax burden on citizens.

Second, for staff to provide an alternative budget option without any increased taxes to see which services would be reduced any by how much, how a reshuffling of available general fund revenue resources would work and how that would impact the City and various departments.

He clarified that he is not asking for two or three complete and separate budgets. Rather, just a plain and clear list of options available to the Commission to consider during the FY26 budget, and a brief outline of what an alternative, no tax increase budget would look like in real life.

Manager Doyon noted staff could give the Commission an illustration of what it would look like keeping the budget the same as last year, but noted there would have to be some assumptions made – labor agreements, newly taxable value, abatement impacts, etc.

JOURNAL OF COMMISSION PROCEEDING**June 17, 2025**

Manager Doyon provided an update to the Commission's June 3rd directive to explore options the City may have with regard to the Rocky Mountain Building.

Under Municipal Code §8.49, the Nuisance Abatement Process includes the following key steps:

1. Initial Determination: City staff identifies the property as a nuisance and obtains a title report.
2. First Notice: A letter is sent to the owner detailing the violation and requiring action within 10 days, completed within 30 days. This is served by certified mail and posted on the property.
3. Second Notice & Public Hearing: If the owner fails to comply, a second notice is issued, setting a public hearing. The notice must include a breakdown of the City's costs and a warning that they may be assessed as a lien.
4. Commission Hearing: At the hearing, the Commission may adopt a resolution declaring the nuisance and ordering abatement. If the owner fails to act, the City may proceed to abate the nuisance and assess the costs as a lien.
5. Cost Recovery: After abatement, the City holds a hearing to finalize expenses. If unpaid within 5 days, the cost becomes a lien and may be collected as a special assessment.
6. Completion: Once abated, a certificate is filed with the Clerk and Recorder confirming the nuisance has been resolved.

Challenges include the cost recovery of the actual abatement. Sletten Construction holds a \$4.5 million dollar deed of trust on 601 Central and other Alluvion-owned properties. This means any lien the City might impose would be junior to the existing \$4.5 million obligation.

Practically speaking, the City would likely never recover the cost of abatement (e.g., razing the building). The City's lien would not be paid until the senior debt is fully satisfied. Even without the senior lien, the cost of abatement would most likely exceed the value of the property after abatement, making subsequent sale of the property, and recovery on the lien, unlikely.

Staff suggested the more viable strategy may be having a meeting with Alluvion and Sletten directly to express our concerns about the ongoing conditions of the building. His best guess is that Sletten put a lot of money into the building and they want their money out of it and to be able to sell it. They have done what they could to get the building in a more saleable position than it was before. It will take an effort to attract somebody to finish the building that requires a lot of work.

JOURNAL OF COMMISSON PROCEEDING**June 17, 2025**

Another option is the state's process for declaring a nuisance, which is more broadly defined. It might be more difficult to effectuate the outcome the Commission is looking for going the District Court route.

Mayor Reeves noted he is frustrated with the property because it is a blight.

Commissioner McKenney commented that, based on the research and information from the City Manager, the message has been made that the Commission is looking at doing something in some point in time. He encouraged the Commission to be patient for a good outcome.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of June 17, 2025, at 7:38 p.m.**

Motion carried 4-0.

Mayor Cory Reeves

City Clerk Lisa Kunz

Minutes Approved: July 1, 2025



Commission Meeting Date: July 1st, 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	05/29/2025 - 06/11/2025	1,671,261.86
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	05/29/2025 - 06/11/2025	643,905.12
	SUB TOTAL: \$	2,315,166.98
MUNICIPAL COURT CHECKS	05/29/2025 - 06/11/2025	63,357.69
	GRAND TOTAL: \$	2,378,524.67

GENERAL FUND

POLICE

PROFORCE LAW ENFORCEMENT	TSR T7 TASERS	70,434.00
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SPECIAL REVENUE FUNDS

COVID RECOVERY

WADSWORTH BUILDERS COMPANY INC	COURT RELOCATION PMT 13	95,362.86
WADSWORTH BUILDERS COMPANY INC	COURT RELOCATION PMT 14	67,312.62
WADSWORTH BUILDERS COMPANY INC	EVIDENCE EXPANSION PMT 15	167,461.86

STREET DISTRICT

UNITED MATERIALS OF GREAT FALLS	CDBG SIDEWALK CARTER PARK PMT 5 FINAL (SPLIT AMONG FUNDS)	31,948.91
WOITH ENGINEERING INC	4TH AVE N STREET RECON PMT 5	27,687.50

POLICE SPECIAL REVENUE

PROFORCE LAW ENFORCEMENT	TSR T7 TASERS	70,434.00
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DEBT SERVICE FUNDS

CAPITAL PROJECT FUNDS

GENERAL CAPITAL

WADSWORTH BUILDERS COMPANY INC	THEATER SEATING FLOOR PMT 5	36,895.81
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ENTERPRISE FUNDS**WATER**

AE2S INC	WTP MIT FACIL TRVLING SCREEN PMT 43 (SPLIT AMONG FUNDS)	29,081.00
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SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	92,897.58
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AE2S INC	WTP MIT FACIL TRVLING SCREEN PMT 43 (SPLIT AMONG FUNDS)	29,081.00
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TD&H ENGINEERING	LS 1 REPAIRS & FORCEMAIN PMT 34	31,373.00
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STORM DRAIN

UNITED MATERIALS OF GREAT FALLS	CDBG SIDEWALK CARTER PARK PMT 5 FINAL (SPLIT AMONG FUNDS)	22,033.12
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911 DISPATCH CENTER

BILLION DODGE CHRYSLER JEEP RAM	MID SIZE AWD SUV- 911 CENTER	28,655.00
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INTERNAL SERVICE FUNDS**CENTRAL GARAGE**

BILLION DODGE CHRYSLER JEEP RAM	MID SIZED AWD SUV UNIT #36	37,323.00
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BILLION DODGE CHRYSLER JEEP RAM	MID SIZED AWD SUV UNIT #40	28,655.00
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VERMEER ROCKY MOUNTAIN INC	BC 1200XL GAS TOWABLE WOOD CHIPPER	46,802.59
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TRUST AND AGENCY FUNDS**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	50,624.46
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	45,097.00
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FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	58,436.80
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STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	79,069.74
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PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	159,387.28
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US BANK	FEDERAL TAXES, FICA & MEDICARE	251,459.95
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UTILITY BILLS

HIGHPLAINS LANDFILL

LANDFILL CHARGES MAY 2025

151,246.59

CLAIMS OVER \$25,000 TOTAL:

\$ 1,708,760.67

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

DATE: July 1, 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	Planning & Community Development	Montana State Historic Preservation Office, P.O. Box 201202, Helena, MT 59620-1202	07/05/2025- 03/31/2026	\$20,489.80 (grant award)	State of Montana Agreement MT-25-017-01 provides pass through grant funds for the design and planning for the Union Bethel AME Church (916 5 th Avenue South) mortar repair, accessibility and related improvements project (CR: 050625.23)



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of a Community Development Block Grant (CDBG) Funding Agreement for the Parks & Rec Morony ADA Playground Project

From: Finance Department

Initiated By: Parks & Rec Department

Presented By: Sylvia Tarman, CDBG Administrator

Action Requested: Approval of CDBG Funding Agreement to Parks & Rec.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the CDBG Funding Agreement in the amount of \$194,795.00 with the Park and Recreation Department for the Morony ADA Playground Project, and authorize the City Manager to execute the grant agreement.”

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

Staff Recommendation: Staff recommends approval of the requested CDBG Funding Agreement in the amount of \$194,795.00 to the Parks & Rec Department for the Morony ADA Playground Project.

Summary: The Parks & Rec Dept. has been planning to install new playground equipment at Morony Park since the Natatorium was demolished. Parks & Rec staff investigated options to outfit the park with an ADA accessible play structure, as it is centrally located and is one of the few City Parks that has designated off-street parking. City staff worked together to determine a satisfactory plan and identified this project as eligible for CDBG funding, due to its location within a Low-to-Moderate Income area designated by HUD and will provide an ADA accessible structure. Parks & Rec staff submitted a CDBG application, which was reviewed and approved by the CDBG Review Committee.

The project proposes to purchase the ADA playground from a Sourcewell provider, have Parks & Rec staff install the equipment and prep the surrounding area. Then a contractor will install poured-in-place rubberized pathways around the playground. Purchase of the equipment is expected to take place immediately after approval of the grant agreement and purchase order, and installation will occur during this summer/early fall.

City staff has reviewed the project for eligibility and funding, and recommends that the commission approve the CDBG Grant Agreement.

Fiscal Impact: Parks & Rec has requested \$194,795.00 to complete the playground project. The City has sufficient CDBG reserves to fund this project.

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

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

Attachments/Exhibits:

2024/2025 City of Great Falls – Parks & Rec Funding Agreement for Morony ADA Playground

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

City of Great Falls Parks & Rec, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Finance Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **1st** day of **July, 2025**.

SECTION 1 – PROJECT DESCRIPTION

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

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of **\$194,795.00**.
- B. Personnel assigned to scope of work includes: **Jessica Compton, Interim Director**
Contact Information: **jcompton@greatfallsmt.net, 406-791-8981**.
- C. The project scope will **purchase and installation of ADA playground equipment, landscaping, and poured-in-place rubberized pathways for Morony Park**. The project will be implemented during the time period of **July 1, 2025 to October 31, 2025**.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to **December 31, 2025**. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by **December 1, 2025**. Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

NATIONAL OBJECTIVE

The CDBG national objective most pertinent to the proposed project is **providing a suitable living environment and improving ADA access in a Low to Moderate Income Area on an LMA basis**.

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

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

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE:

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

B. INDEMNIFICATION:

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

C. SUSPENSION/TERMINATION/REIMBURSEMENT:

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

1. 2 CFR 200.338 Remedies for Noncompliance

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

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

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

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in § 200.343 Closeout and § 200.344 Post-closeout adjustments and continuing responsibilities.
- D. REVERSION OF ASSETS:
- 1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
 - 2. The Grantee agrees to the following:
 - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
 - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
 - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
 - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.
- E. TERM OF THE AGREEMENT:
- 1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on **December 31, 2025**, whichever is later.
 - 2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

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

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT:

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

B. DOCUMENTATION AND RECORD-KEEPING:

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

2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before **December 31, 2025**, and will cover the period from **July 1, 2025** through **October 31, 2025** unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

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

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City.

3. Progress Reports

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

D. PROCUREMENT:

1. Federal Standards

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

2. Compliance

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

E. OTHER PROGRAM REQUIREMENTS:

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

- (1) 570.600, General;
- (2) 570.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99;
- (3) 570.602, Section 109 of the Act;
- (4) 570.603, Labor Standards;
- (5) 570.604, Environmental Standards;
- (6) 570.605, National Flood Insurance Program;

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

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance

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

2. Nondiscrimination

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

B. AFFIRMATIVE ACTION:

1. W/MBE

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

2. Access to Records

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

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

3. EEO Statement

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

4. Subcontract Provisions

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

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

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

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

2. Section 3 Clause

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

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

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

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

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

D. CONDUCT:

1. Assignability

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

2. Subcontracts

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

- a. The City will monitor all subcontracted services to assure contract compliance.
- b. The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- c. The Grantee shall undertake procedures to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of contracts and subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Conflict of Interest

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

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

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

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

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

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

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

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

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

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

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

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

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

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

4. Religious Organization

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

5. Political Activities and Lobbying

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

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

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

APPROVED BY: THE CITY OF GREAT FALLS:

Gregory T. Doyon, City Manager

DATE: _____

ATTEST:
(Seal of the City)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney *

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

APPROVED BY: City of Great Falls Park and Recreation Department

Jessica Compton, Park and Recreation Interim Director



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Purchase from Grondahl Recreation Inc. For a custom ADA Nucleus Play System for Morony Park

From: Park and Recreation Department

Initiated By: Park and Recreation Department

Presented By: Jessica Compton, Interim Director

Action Requested: Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of a custom ADA Nucleus Play System from Grondahl Recreation Inc. in the amount of \$92,200.00 for Morony Park through Sourcewell, a governmental purchasing service cooperative.”

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

Staff Recommendation:

Approve the purchase from Grondahl Recreation Inc. for a custom ADA Nucleus Play System for Morony Park using CDBG funding. The City Commission is also being asked to approve a CDBG Funding agreement through a separate agenda item during the current meeting.

Background:

Morony Park is best known as the former location of the Morony indoor Natatorium, located at 111 12th Street North. The land was part of a land exchange with the Great Falls Water and Power Townsite Company in 1910. The deed restricts the property to be used only for “park purposes”. If the City discontinues use of the property as a park, the deed states the property reverts back to the grantor.

There have been two indoor public pools constructed on the property. The first pool was recommended for closure in October 1963 because of structural deficiencies. The reporting engineer advised that the facility “be abandoned and NOT used for the public” due to significant settling throughout the building. The settling caused walls to shift, the pool to leak, and the foundation to crack.

The second Natatorium was constructed in 1966. In 1967, the facility was dedicated as the only indoor pool owned by the City of Great Falls. In the pool’s 51 year history it had provided patrons of all ages with a variety of programming including therapeutic classes, open swim, rentals and special events.

Much like the history of the first indoor pool the construction of the second Natatorium had a history of constant repairs and improvements necessary to keep the facility structurally sound and safe, but to no avail. The decision was ultimately made in December 2018 to close the Natatorium, and in December of 2023 the building was demolished.

Purpose

Park and Recreation would like to repurpose this park land into a new neighborhood park. The long-term vision for Morony park includes an ADA play system, pavilion, automated irrigation, and a court resurface.

Conclusion

City Staff recommends that the Commission approve staffs request for the CDBG funding of \$92,200.00 and approve the purchase from Grondahl Recreation Inc, in the amount of 92,200.00, for the custom ADA Custom Nucleus play system at Morony Park.

The recommended purchase is being procured through the City's membership in Sourcewell, which is a governmental purchasing service cooperative based in Minnesota. The City secures memberships in governmental cooperative purchasing entities under §§ 18-4-124 and 18-4-401 *et seq.*, MCA and those memberships access a wide range of products and services from competitively solicited bids and proposals from various vendors.

The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures and ultimately enter into contracts directly with the vendors who have contracted with the cooperative to purchase the products and services offered through the cooperative purchasing structure.

Staff are also recommending this as a sole source purchase. Park and Recreation staff have worked with this company in the past and they provide a good product with a warranty and the ability to add amenities in the future.

Fiscal Impact

This project would be funded utilizing CDBG Funds and will help accomplish a portion of the overall plan for Morony Park. Additionally, as a cost saving measure to the project, Park Staff will be responsible for the installation of the structure.

Alternatives:

The City Commission could vote to deny the purchase, and/or cancel the project. This alternative is not recommended by staff, as denial of this purchase would result in the inability to complete the project, and a potential loss of grant funding. If the CDBG funding agreement is not approved, then this project will be cancelled, due to no other funding sources.

Concurrences:

This project was reviewed and funded by the CDBG committee. It follows their model of supporting community development activities to build stronger and more resilient communities. Park and Recreation and Finance staff, Park and Recreation Advisory Board confirm the project will bring improvement to the park and recommends the purchase be awarded.

Attachments/Exhibits:

Grondahl Recreation Inc. Invoice and Sole Source documentation

**INVOICE**

25G809

Date 6/12/25

Bill To
 Customer GREAT FALLS PARKS/REC DEPT.
1700 RIVER DRIVE NORTH
 Address GREAT FALLS, MT 59401

ATTN: KEVIN VINING

Phone # _____

Payment Due 7/15/25Payment Terms AS NOTED**Ship To**Recipient SAME ADDRESS

Address _____

Phone # _____

Delivery Date AS SOON AS POSSIBLEShipping Method BEST WAYShipping Terms PREPAID

QTY.		PRICE	LINE TOTAL
1	CUSTOM NUCLEUS PLAYSYSTEM -MORONY PARK		\$82,500.00
	FREIGHT		\$ 9,700.00

Thank you for your business!

 Larry Grondahl
 Grondahl Recreation Inc.
 1202 18th St. West, Williston, ND 58801
 Office 701-572-7897 Cell 701-572-0824
 Fax 701-770-7897
 Email grondahl@dia.net

Sub Total

Sales Tax

Invoice Total **\$92,200.00**

Tracking # _____

CITY OF GREAT FALLS

REQUEST FOR SOLE SOURCE

DATE: 4/2/2025 DEPARTMENT: Park and RecreationREQUESTOR: Jessica Compton PHONE NUMBER: 406-791-8981BUSINESS NAME: Burke Playground/Grondahl RecreationCONTACT: Larry Grondahl PHONE NUMBER: 701-572-7897EMAIL ADDRESS: grondahl@dia.net

ADDRESS: _____

CITY: Williston STATE: ND ZIP CODE: 58801**SOLE SOURCE REQUEST PURPOSE:**

To purchase playground for Morony park using their accessible playground

SOLE SOURCE JUSTIFICATION:

The city has worked with this company prior, the company worked to provide an appropriate play space that fits the needs of everyone and within an affordable price for a playground. This is reputable company that provides a good product with warranty and ability to add amenities in the future should future projects warrant.

Special Cases for Sole Source Purchases:

Bids or quotes are not required where it is in the best interest of the City to maintain a compatible and/or reliable system provided by a single vendor or professional. The sole source form must be provided to the Finance Department for approval prior to purchase.

a. These requirements for purchases of supplies/equipment and services over \$80,000 may be waived by the City Manager. Approval must be documented and obtained PRIOR to purchase.

b. The above applies where:

i. There is only one source for the supply or service of the item (i.e. a vendor's warranty service, exclusive vendor required maintenance agreements), or

ii. Only one source is acceptable or suitable for the supply or service item, or

iii. The supply or service must be compatible with current supplies or services, or

iv. A collective bargaining agreement or other contract requires the utilization or employment of a specific good or professional.

c. Where state and local law require a good or service to be provided by a specific entity (Election Administration, Detention Center Fees, etc.), quotes are not required.

SIGNATURE

Jessica Compton

PRINT NAME

Deputy Director

TITLE

4/2/2025

DATE



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: One Residential Automated Sideloader

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, a governmental purchasing service cooperative, for a total of \$446,100.00 to be used by the Sanitation Division.”

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 body will be used in the Sanitation Division for residential solid waste collection along alleys and streets. Side loaders were developed in response to the need to find a means to 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, which is a governmental purchasing service cooperative based in Minnesota. The City secures memberships in governmental cooperative purchasing entities under §§ 18-4-124 and 18-4-401 *et seq.*, MCA and those memberships access a wide range of products and services from competitively solicited bids and proposals from various vendors.

The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures and ultimately enter into contracts directly with the vendors who have contracted with the cooperative to purchase the products and services offered through the cooperative

purchasing structure. In this particular case, the City is accessing a Sourcewell contract for a tandem axle cab & chassis with a rapid rail refuse packer with Jackson Group Peterbilt of Missoula, Montana.

This new unit has many improvements that will make it more effective and efficient than the old unit. These include:

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

The new tandem axle cab & chassis with a rapid rail refuse packer will replace Unit #911 a 2018 Autocar/Heil rapid rail with 11,059 hrs of operation. The old unit will be retained for a backup unit for use when other units are out of service for repairs.

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 from the Equipment Revolving Schedule (ERS) will be provided in the FY 2026 Central Garage Budget.

Alternatives: The City Commission could vote to reject the purchase of this new tandem axle cab & chassis with a rapid rail refuse packer. This would have a significant negative effect on the City's ability to service 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 # 25-4081

Date: 06/ 6/25

Customer: 7725

Quote to: CITY OF GREAT FALLS

1025 25TH AVE. N.E.

GREAT FALLS MT 59404

PAGE 1

* QUOTE *

HEIL SOURCEWELL# 091219-THC

2025 AUTOCAR ACX64 TANDEM AXLE 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

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----- \$433,900.00

FOB GREAT FALLS, MT

OPTIONS:

ADDITIONAL 1 YEAR BODY WARRANTY-----ADD \$6,100.00

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

BEST REGARDS,

KEVIN SMERKER

BRANCH MANAGER



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract: Lift Station 15 VFDs and Power O.F. 1817.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Reject the bid and recommend staff re-advertise

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (reject/not reject) a single bid received for the Lift Station 15 VFDs and Power project due to budget shortfall and direct staff to modify project schedule and re-advertise for bids at a later date.”

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

Staff Recommendation: Reject the single bid, modify the project schedule, and re-advertise the project at a later date.

Summary: This project improves outdated components of Lift Station 15 (LS15), replacing the single variable frequency drive (VFD) with three VFDs, electrical components and devices, a sluice gate, and one exterior door.

Background:

LS15, constructed in 1976, is located south of 10th Ave SW and operates as the sanitary sewer force main station from the Sun River gravity fed crossing to 2nd Ave SW. LS15 is a large conventional station with three pumps and a bar screen on the influent channel. During the February 6, 2024, Commission meeting, City Commission approved a *Professional Service Agreement* with KLJ Engineering to design, facilitate bidding, and provide construction phase services of the LS15 project. The City of Great Falls 2018 Wastewater Treatment and Collection System Facility Plan Update identified some components of this project as needed improvements to LS15. The plan noted that there is currently one VFD that rotates between the three pumps, causing the pumps to work inefficiently with minimal redundancy. KLJ also designed and designated other needed improvements, including interior lighting, interior and exterior electrical components and conduits, mechanical components, such as the sluice gate, and one degraded exterior door.

Significant Impacts:

The City owned property at the lift station is enclosed and fenced off from public access. The lift station is planned to remain operational throughout the project with no disruptions to service. Delaying the construction has no immediate significant impact to the operation and capacity of LS15.

Workload Impacts:

City staff and KLJ will coordinate on adjusting and readvertising the project for bid. KLJ Engineering designed the project and will perform contract administration and periodic project inspection.

Purpose:

Replace dated and inefficient apparatuses of LS15 in an effort to improve the sanitary sewer collection of the southwest portion of Great Falls and reinforce the efficiency and longevity of the Sun River crossing.

Project Work Scope: See Attached Project Summary Sheet.

Evaluation and Selection Process: This project was advertised on June 1, 2025, and June 8, 2025. One bid was received on June 18, 2025. The single bid received was for \$1,601,797.16. The available funding for the construction of this project is \$800,000. The bid is not being recommended for award due to a budget shortfall and limited contractor interest.

Conclusion:

This project has been prioritized to assist with replacements and improvements of outdated and inefficient components. The new VFDs will increase energy efficiency and redundancy of pump operation of the force main. City Staff recommends rejecting this bid, adjusting the work schedule and timeline, and re-bidding this project at a future date.

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

Alternatives: The City Commission could vote to award the construction contract for the project. This action would result in exceeding the budgeted amount and decrease available funding of other projects.

Attachments/Exhibits:

1. Project Summary Sheet
2. Bid Tabulation

PROJECT SUMMARY SHEET:
LIFT STATION 15 VFDs AND POWER, O.F. 1817.1
FY 2024 Capital Improvement Plan
Current as of: June 19, 2025

Description: Replacement of electrical and other components on the Sun River lift station.

Justification: Replacing the existing single variable frequency drive (VFD) with three VFD's for each pump will result in energy savings due to pumps operating more efficiently, as well as adding additional system redundancy. Other components, such as the automatic transfer switch, sluice gates in bar screen room, and door and drainpipe to the wet well, are due for replacement.

Scope: Replace existing VFD with 3 VFDs (one per pump), replace automatic transfer switch, replace sluice gates in bar screen room, repair or replace drainpipe to wet well, and replace door and frame to wet well. Lighting replacement will be shown as an alternate.

Added to CIP: 1st half FY2024

CIP Timeline: On track

Cost:

- CIP programmed cost/FY: \$1.15M/FY24, \$850k/FY26
- Awarded Cost: TBD
- Final Cost: TBD

Funding Source(s): Utilities (Sewer)

Planned Execution Method: Design-Bid-Build

Planned Construction CY: December 2025

Current Project Stage (Estimated Completion Date): Scoping (February 2024), Design (June 2024), Construction (Winter/Spring2026)

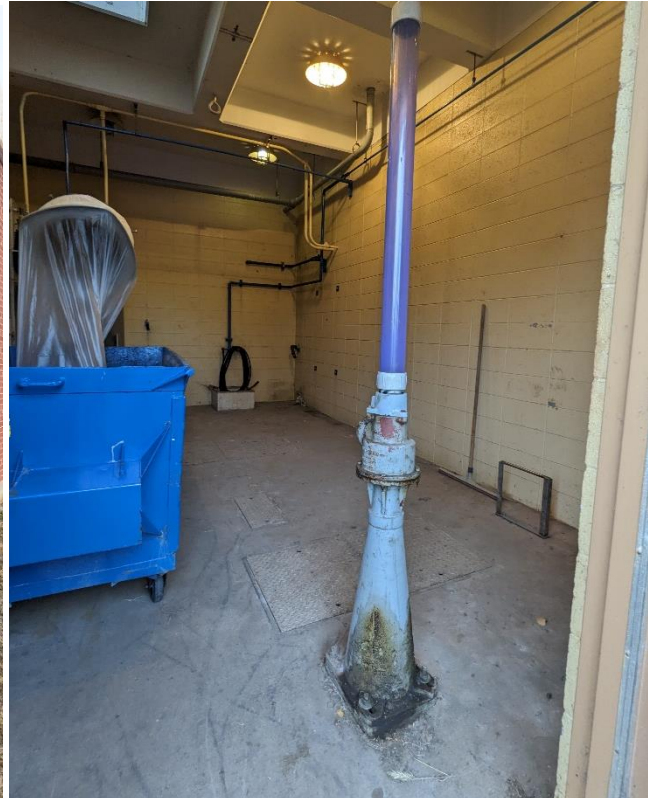
- Design Method: Consultant

Map & Site Pictures:

Corroded door and frame to wet well:



Sluice gate in bar screen room:

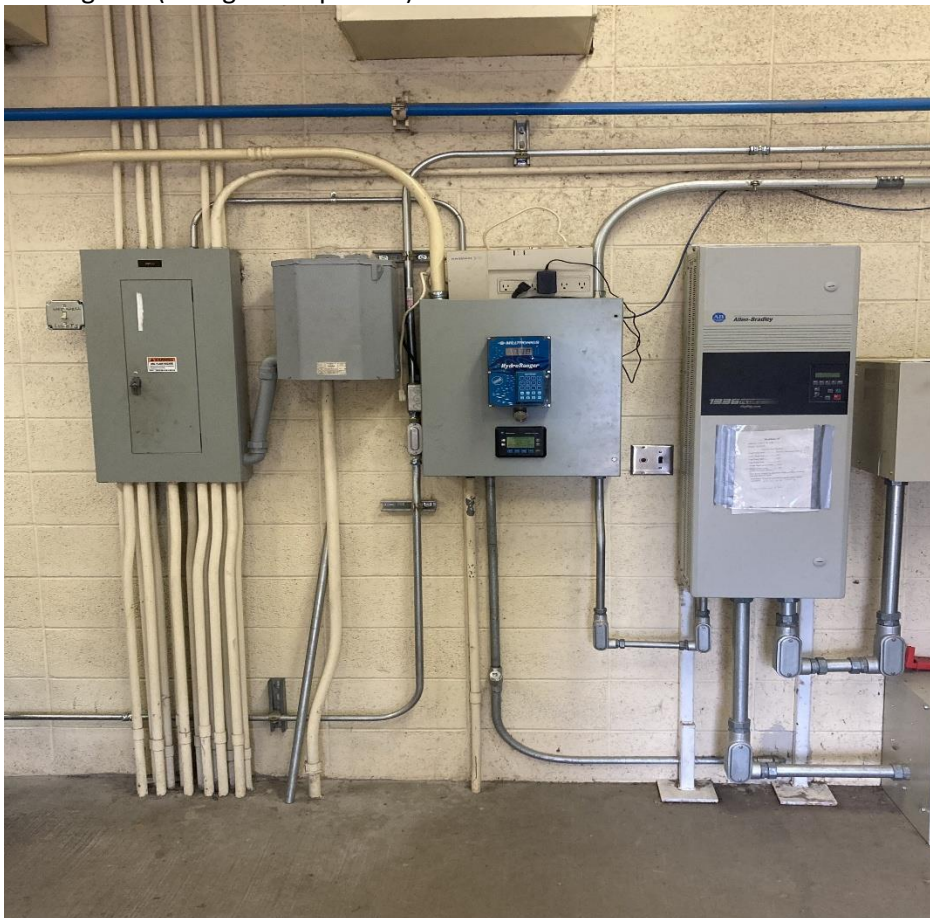


PROJECT SUMMARY SHEET:
LIFT STATION 15 VFDs AND POWER, O.F. 1817.1
FY 2024 Capital Improvement Plan
Current as of: June 19, 2025

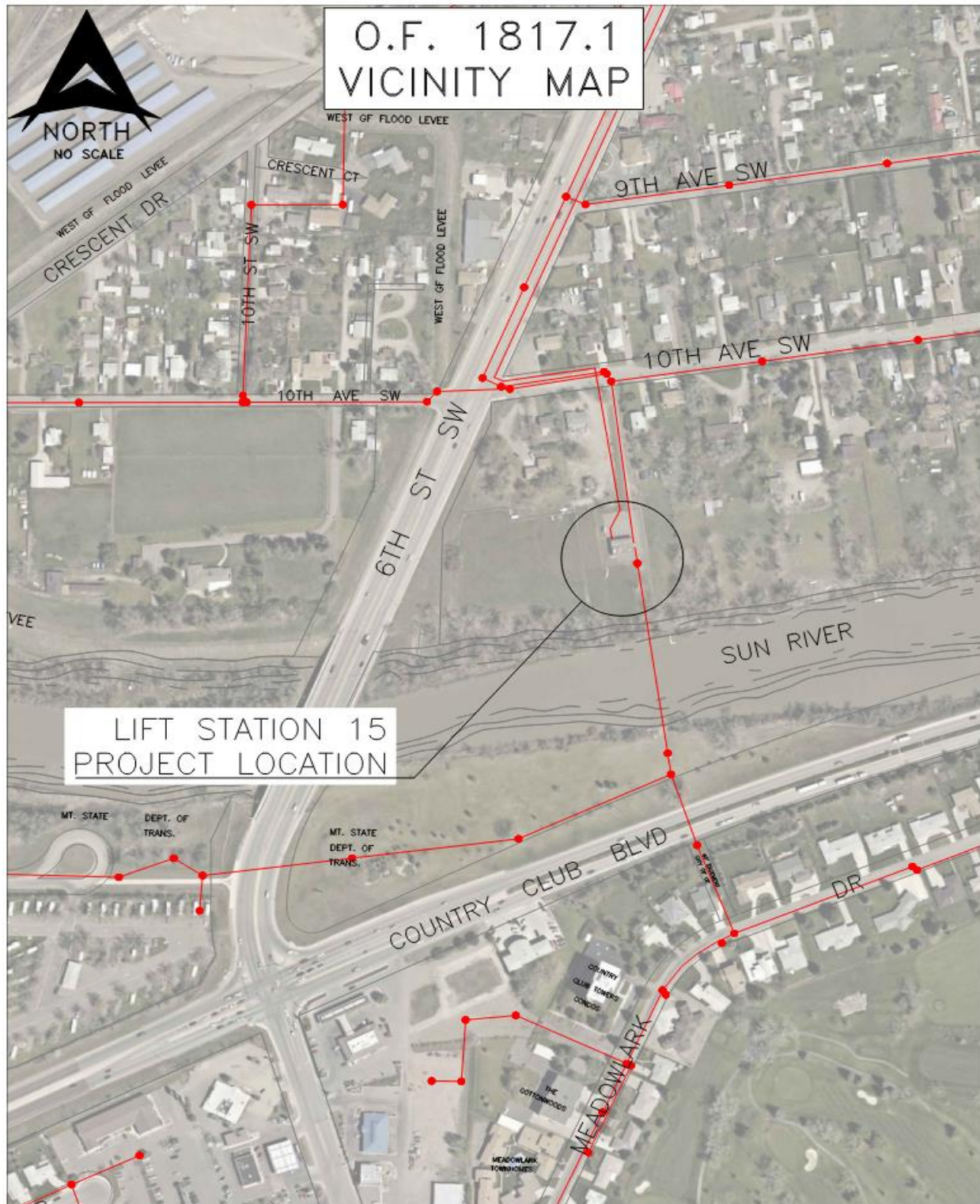
Drainpipe to wet well (continues through floor to lower level), corroded and cracking:



Existing VFD (far right component)



PROJECT SUMMARY SHEET:
LIFT STATION 15 VFDs AND POWER, O.F. 1817.1
FY 2024 Capital Improvement Plan
Current as of: June 19, 2025



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

BID TABULATION SUMMARY
OF 1871 LIFT STATION 15 VFD & POWER IMPROVEMENTS

BIDS TAKEN AT CMC CENTER,
DATE: 06/8/2025 AT 9AM
TABULATED BY: JANNAELE HOLLAND

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	ADDDOAVIT OF NON-COLLUSION	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	GERANIOS ENTERPRIZE INC 320A CENTRAL AVE	X	X	X	X	X	X	\$1,601,797.16
2								
3								
4								
5								
6								
7								
8								
9								
10								



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Business Improvement District (BID) FY 2026 Budget and Work Plan

From: Melissa Kinzler, Finance Director

Initiated By: Business Improvement District Board of Directors

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission set the public hearing date of July 15, 2025, for the Business Improvement District (BID) FY 2026 Budget and Work Plan

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for the FY 2026 Business Improvement District Budget and Work Plan for July 15, 2025.”

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

Staff Recommendation: The BID recommends that the City Commission set the public hearing for the FY 2026 BID Budget and Work Plan for July 15, 2025.

Background: The initial creation of the BID was in 1989. It was renewed in 1999, 2009, and 2019 each for periods of ten years by petition of the property owners within the district. The district successfully completed an expansion in 2022 and attempted another expansion in 2023, but it did not pass. There was no expansion attempt in 2024 and 2025.

The Business Improvement District's overall purpose is to utilize assessment dollars through the BID to improve and revitalize the downtown area. If there are any material increases or decreases in the actual assessment from the approved budget, the BID's Board will either request a budget amendment from the City Commission or the Board will include the amount of revenue whether it be an increase, or decrease, in their Budget and Work Plan for the coming fiscal year.

According to MCA Section 7-12-1132(3), the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may approve the plan or request that amendments be made to it, prior to levying an assessment on all properties within the district to defray the costs.

A separate resolution to levy and assess the properties within the district will be brought to the City Commission after Certified Market Values are received from the DOR.

Fiscal Impact: The BID is projecting annual revenue for Fiscal Year 2026 of approximately \$303,273 in assessments. The funds are used to operate the BID office, grant programs, tree maintenance, beautification efforts and additional projects for streetscapes, and economic growth.

The assessment will be according to the formula approved by the BID Board and the City Commission:

1. a flat fee of \$200.00 for each lot or parcel without Land Use Code of 125;
2. a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 which is a Residential Condominium.
3. an assessment of \$.00165 times the market valuation as provided for by the Montana State Legislature;
4. and an assessment of \$.015 times the square footage of the land area.

Alternatives: The City Commission could request the BID Board make changes to either the Budget or Work Plan.

Concurrences: The BID partners with several organizations to provide results and follow the overall purpose for the BID. Finance staff is responsible for assessing and collecting the revenues.

Attachments/Exhibits:

Work Plan 2025-2026

BID Final Budget

Map of BID Boundaries

Legal Notice



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN DRAFT 2025-2026



The Great Falls Business Improvement District (BID) is authorized by Montana Code Annotated, Title 7, Chapter 12, Part 11.

The map of the Great Falls Business Improvement District boundaries is attached as a part of this document. The BID currently has 212 parcels within its boundaries.

The BID was first created in 1989, we serve as the second oldest BID in the State of Montana, working with the smallest budget. We have successfully been recreated every ten (10) years since 1989. We exist until we work toward recreation next in 2029. BID services are designed to supplement existing City services and will be in addition to City services that are currently provided in Downtown Great Falls.

The mission of the Great Falls Business Improvement District (BID) is to represent the unique interests of the business and property owners located within the district. The goal of the BID is to create an environment that is appealing to shoppers, office workers, residents, tourists, and new businesses and investors. Overall, the BID is responsible for downtown revitalization through economic development, real estate development, short and long-range planning, grant program administration, and physical and environmental improvement programs.

This is an ambitious work plan outlined by the BID Board and Executive Director.

The plan will be fluid as funding, conditions and priorities evolve. In no particular order, the plan includes and may not be limited to the following:

The BID will provide the following services within the designated boundaries over the next fiscal year:

➤ **Downtown Property Investments**

- Invest in downtown properties through our grant programs.
 - Grant programs may include, but are not limited to:
 - Interior Grant
 - Business Incentive Grant
- Utilize additional grant programs to supplement BID grant monies
 - Tax Increment Financing (TIF)
 - The BID will continue to support the Downtown Development Partnership (DDP) in administering the Downtown TIF
 - The BID may pursue TIF Funds for extraordinary projects
 - Community Block Development Grants (CDBG)
 - Seek additional revenue streams, as deemed appropriate.
- Begin the process of acquiring property in the BID for reinvestment opportunities
- Continue efforts to expand the boundaries of the BID to provide our services to additional property owners as our work continues to improve Downtown Great Falls
- Streetscape Improvements
- Work with partners to commission and implement a Downtown Lighting Study

➤ **Downtown Safety & Security**

- Continue to take a lead role in organization and promoting Downtown Safety & Education
 - Working with partner organizations of the Downtown Safety Alliance
 - Organization of the Downtown Safety Alliance
 - Support the BRIC Officer from the Great Falls Police Department
 - Support the Great Falls Police Department's Volunteer Program
 - Management of the Coins for a Cause Program
 - Continuation of part-time staff to help in day-to-day revitalization and safety



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN DRAFT 2025-2026

Agenda #16.



➤ Unifying Entities

- Communication
 - Provide our property & business owners information on the BID and our programs
 - BID insert in the Downtown Association's eblast at a minimum of once a month
 - Regular social medias posts and marketing in regard to BID activities/events
 - Bring more awareness to the Community about the work of the BID
- Volunteers
 - Continue support of the Downtown Chicks, an established pool of volunteers that can be utilized as a resource for events & special projects
 - Continue support of the Building Active Communities Initiative (BACI)
 - Support the annual Serve Day, NWGF CommUnity Clean-Up and other volunteer led events when focused on Downtown
 - Work with organizations to coordinate improvement efforts of our downtown
- Downtown Partnerships
 - The BID will be an active participant in the Downtown Development Partnership (DDP), working to implement the Downtown Master Plan
 - The BID representative will be available to serve in an officer capacity on the Board of the DDP
 - Support the pursuit of a Downtown Revitalization Plan
 - Begin the process of submitting for the Great American Main Street (GAMSA) award through the National Main Street Center.
 - The BID will support the Downtown Great Falls Association (DGFA)
 - The BID will support the Downtown Business Development Officer, an employee of the Great Falls Development Alliance
 - The BID will support the following organizations, the Great Falls Area Chamber of Commerce and Montana Tourism via Convention Visitors Bureau membership
- Advocacy
 - Relay and support a unified voice for Downtown
 - Advance policies
 - Increased partnerships and opportunities to promote the heart of the City
- City Boards
 - Serve as ex-officio on the Historic Preservation Advisory Commission and the Parking Advisory Commission

➤ Beautification

- Downtown Public Art Projects
 - The BID will serve as the lead in the organization of ArtsFest MONTANA
 - Pursue lighting the existing murals
 - Continue support of the Urban Art Project
 - The BID will continue creation of additional Traffic Signal Box artwork within the Downtown Master Plan boundaries, utilizing DDP funding, as that funding permits
- Trash Removal
- Graffiti Removal
- Snow Removal
- Flower Maintenance
- Tree Maintenance
 - Utilizing funding for tree maintenance from the Downtown TIF through FY 2026
- Holiday Décor – including upgrades to current inventory
- Banners/Flags
- Sound System



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN DRAFT 2025-2026

Agenda #16.



➤ Administration

- Day to day matters
- Reporting
- Staffing & support
- Continued educational opportunities for staff
- Attendance at regional and national conferences for growth and education opportunities

Assessment Formula:

The assessment of the BID consists of the following:

- A flat fee of \$200.00 for each lot or parcel without a Land Use Code of 125,
- A flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 which is a residential condominium,
- An assessment of \$.00165 times the market valuation as provided by the Montana Department of Revenue, and
- An assessment of \$.015 times the square footage of the land area.

BID Governance:

As per MCA 7.12.11 the Board shall consist of not less than five or more than seven owners of property within the district or their assignees. The Great Falls BID has consisted of seven property owners, or their representatives, since its inception in 1989. These property owners volunteer to serve and are appointed by the City Commission.

Program Structure:

The BID delivers programs and services for the area of the district that pays into the BID. The BID has its own board, work plan and staff to support programming. The BID follows the principles of the National Main Street Program, having worked to succeed in achieving the highest level of membership in this program as an Accredited Program. The National Main Street program has four pillars; Design (BID), Economic Vitality (GFDA), Promotion (DGFA) and Organization which is largely led by the BID.

BID **BUDGET** **FY 2026**

Revenues

Assessments	\$303,273
Assessment Receivable	\$15,000
Coins for a Cause	\$250
Downtown Art - Sponsorships	\$25,000
Interest Income	\$150
TIF Funds - ArtsFest	\$50,000
TIF Funds - Tree Work	\$35,000
Prior Year Carryover - Cash	\$100,000

Total Revenues	\$528,673
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Expenses

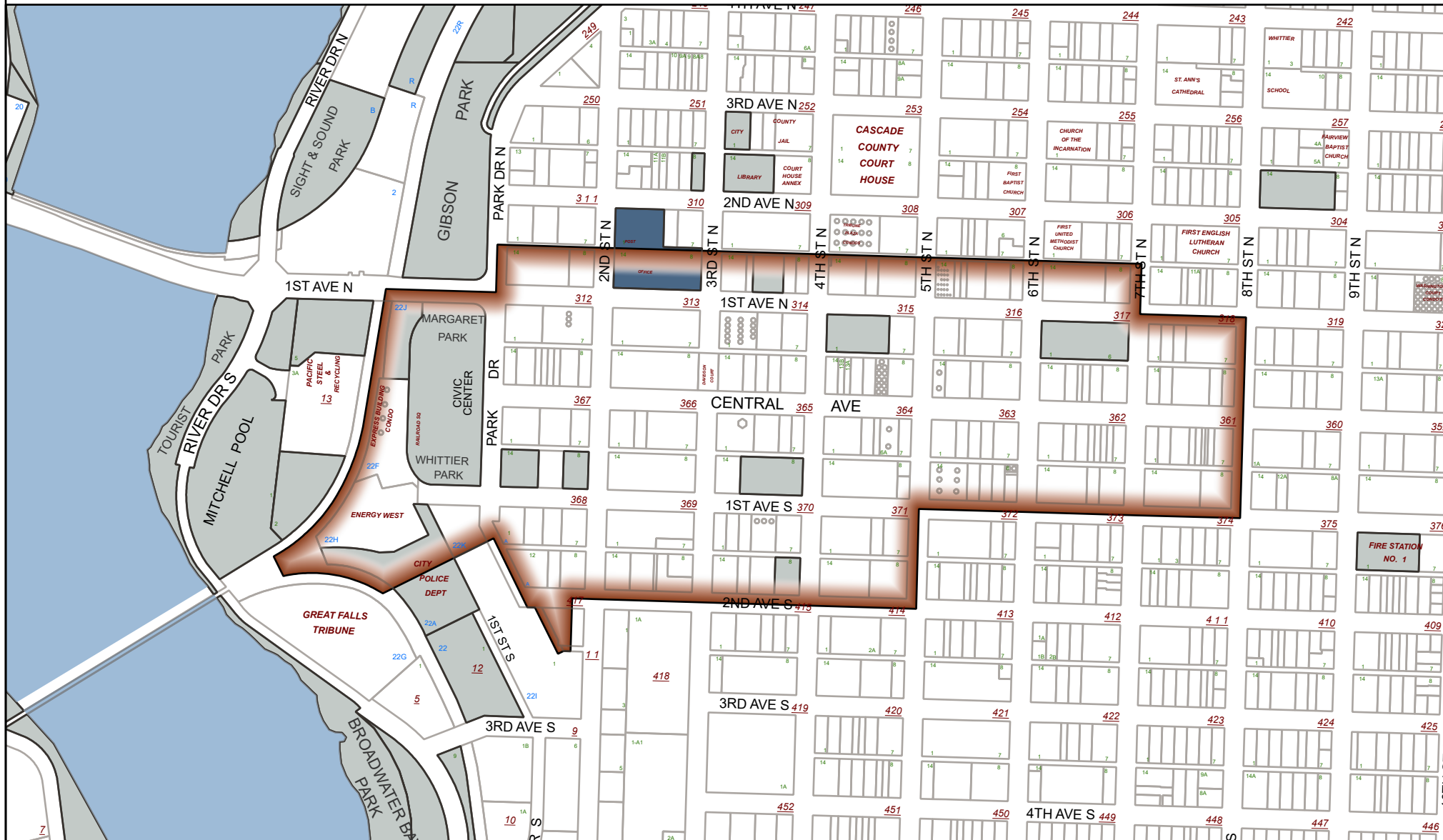
Advertising	\$350
Web Design	\$250
Beautification	\$15,000
Art Downtown	\$70,000
Flowers	\$10,000
Sound System	\$15,000
Snow Removal	\$8,000
Trash Removal	\$20,000
Tree Program	\$40,000
Holiday Décor	\$10,000
Business Grants Approved	\$0
Business Grants - Interior	\$40,000
Business Grants - Business Incentive Grant	\$20,000
Coins for a Cause	\$350
Contract Services	\$19,000
Donations	\$2,000
Dues & Subscriptions	\$4,310
Employee Benefits	\$5,000
Insurance	\$4,000
Miscellaneous	\$-
Office Equipment	\$1,000
Office expense	\$1,000
Payroll taxes	\$10,000
Professional Services	\$5,400
Rent	\$5,750
Salaries	\$140,000
Special Projects	\$33,500
Supplies	\$8,000
Taxes, Licenses & Fees	\$50
Telephone/Internet	\$1,100
Travel & Education	\$5,000
Main Street Conference	\$8,000
Utilities	\$500
Lighting	\$25,000

Total Expenses	\$527,560
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Net Revenue/Loss	\$1,113
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Exhibit A: Newly Expanded Business Improvement District

Agenda #16.



Legend

-  BID
-  City Properties
-  Federal Government Properties

2/16/2022

0 300 600 1,200 1,800 Feet



Map exhibit is for reference only and is not survey grade. For questions, please contact the City of Great Falls Mapping & Addressing Department.

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Business Improvement District (BID) budget and work plan for Fiscal Year 2025/2026 will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, July 15, 2025, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said BID budget and work plan or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

Documents pertaining to this agenda item are posted on the City's website at <https://greatfallsmt.net> under "Meetings," and are 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.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 6 and 13, 2025



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Tourism Business Improvement District (TBID) 2025/2026 Budget and Work Plan

From: Melissa Kinzler, Finance Director

Initiated By: Tourism Business Improvement District Board of Directors

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission set the public hearing date of July 15, 2025 for the Tourism Business Improvement District (TBID) 2025/2026 Budget and Work Plan.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for the 2025/2026 Tourism Business Improvement District Budget and Work Plan for July 15, 2025.”

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

Staff Recommendation: The TBID recommends that the City Commission set the public hearing for the 2025/2026 TBID Budget and Work Plan for July 15, 2025.

Background: The initial creation of the TBID was in 2008. On February 6, 2018, the City Commission approved Resolution 10222 re-creating said TBID for a duration of ten (10) years. The TBID's overall purpose is to promote tourism, conventions, trade shows, and travel to the City of Great Falls through the use of assessment revenue. If there are any material increases or decreases in the actual assessment from the approved budget, the TBID's Board will either request a budget amendment from the City Commission, or the Board will include the amount of revenue whether it is an increase or decrease in their Work Plan and Budget for the coming Fiscal Year.

According to MCA Section 7-12-1132(3), the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may approve the plan or request that amendments be made to it, prior to levying an assessment on all properties within the district to defray the costs.

Fiscal Impact: The TBID is projecting annual revenue for Fiscal Year 2025/2026 of approximately \$757,675 in assessment dollars.

The assessment will be according to the formula approved with the re-creation of the district:

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31 or more rooms and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-30 as prescribed in Mont. Code Ann. Section 7-12-1133(f). The new assessment method began on July 1, 2018.

Alternatives: The City Commission could request the TBID Board make changes to either the Budget or Work Plan.

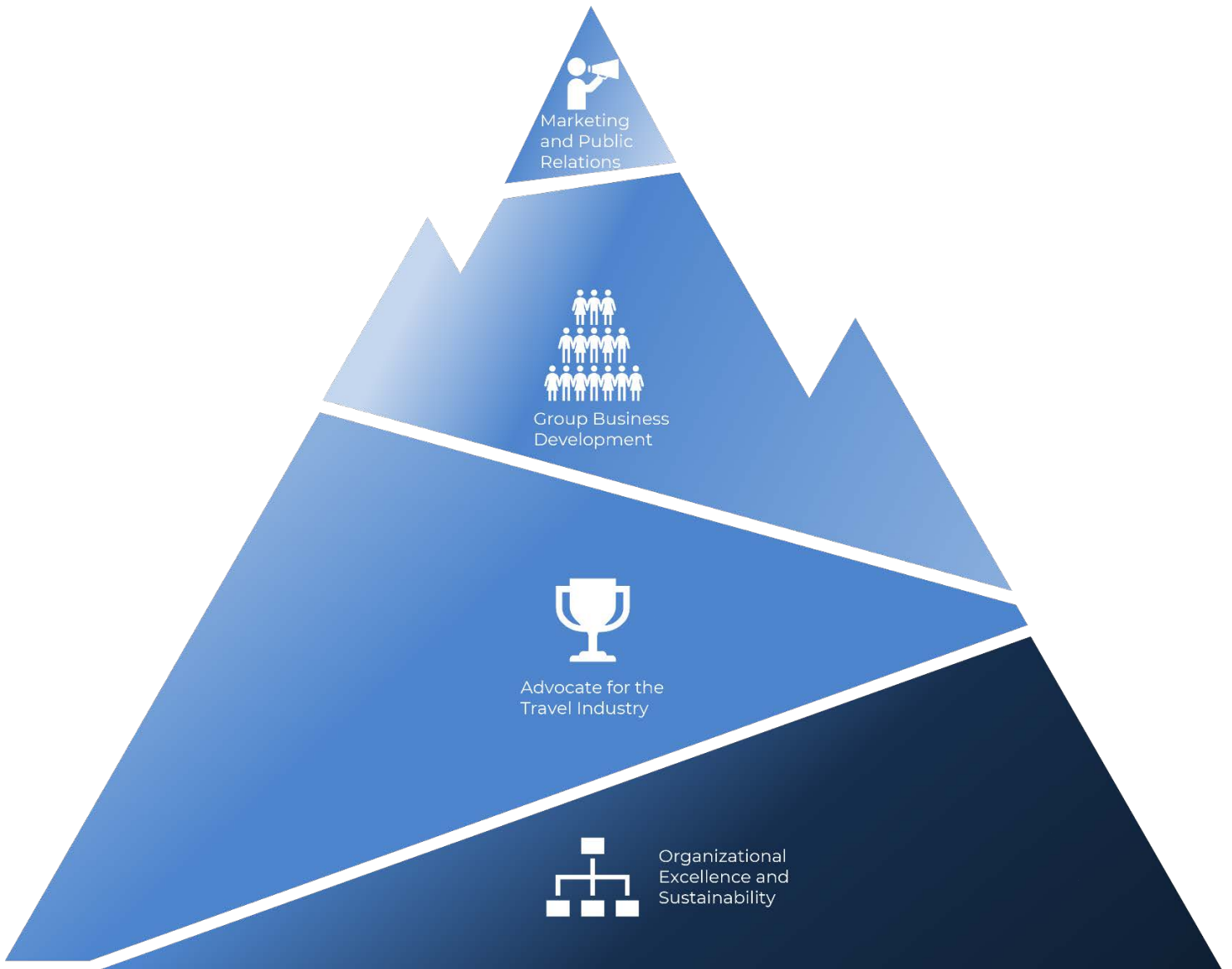
Concurrences: The TBID partners with several organizations to provide results and follow the overall purpose for the TBID. Finance staff is responsible for assessing and collecting the revenues.

Attachments/Exhibits:

TBID Budget and Work Plan

Map of TBID Boundaries

Legal Notice



ANNUAL STRATEGY

JULY 1, 2025 – JUNE 30, 2026
Objectives, Tactics, Goals & Budget

Adopted: 4-17-2025

EXECUTIVE SUMMARY

Great Falls Montana Tourism is the destination management organization (DMO) for Great Falls, Montana. As an independent organization, its strategies are directed by the Boards of Directors. In FY24, through the benefit of ARPA funding from the City of Great Falls, Great Falls Montana Tourism led the effort to develop a Travel Industry Growth Plan for Great Falls, Montana and a Strategic Plan for Great Falls Montana Tourism. Those two documents helped shape this, and future, plans for Great Falls Montana Tourism.

All of our efforts are focused to meet our mission: Strengthen Great Falls and its economy by promoting the uniqueness of the community and its attractions to visitors and residents. The efforts to meet our mission ultimately fulfill our vision that: Great Falls is the only authentic Montana destination united under one brand, centered around a vibrant diverse economy and world-class cultural amenities

In 2023, Great Falls welcomed 1.8 million overnight guests, a 38% increase over 2022, according to Institute of Tourism and Recreation Research. Market room demand dropped 6% over 2022 to 485,156, according to Smith Travel Research. These two divergent trends could be explained by the 8% drop in the use of hotel/motel and the 12% increase in use of private campgrounds.

Great Falls, Montana has 2,300 lodging rooms available across 30 lodging properties. Construction has started on one additional river's edge property that will add 110 rooms. And announced projects on the east end of Great Falls that will bring two new lodging properties and a project led by the Little Shell Tribe will develop a resort on the north end of Great Falls on Mount Royal. There are 2 convention spaces: Montana ExpoPark and Mansfield Center. Additional stand-alone meeting space, as well as hotel-based meeting space, is available through Great Falls. The community has direct flights from Seattle on Alaska, Salt Lake City and Minneapolis on Delta, Denver and seasonally Chicago on United, Las Vegas and Phoenix on Allegiant.

As we work to grow the travel industry for Great Falls, Montana, we've identified the following strengths, weaknesses, opportunities and threats about our community.

In the last resident brand barometer study 34% of residents would not recommend visiting Great Falls and 26% are passive, neither recommending or not recommending. This becomes very important as a metric as 76% of visitors to Great Falls have been here before. It is essential for our travel industry economy that residents are excited about where they live and to share that excitement with visitors.

STRENGTHS

Art

In the broadest sense of the term, Great Falls has art—from statues and murals on the River's Edge Trail and downtown, to state parks and museums that capture our history and culture, to restaurants who source local food, to residents who create masterpieces on canvasses or using batik, and our entrepreneurs who create industry changing products. Great Falls is creative, innovative, and full of art.

Seasonal Outdoor Recreation

Great Falls offers travelers a mixture of landscapes in which to recreate. Our community is in the river valley, where the Sun River meets the Missouri River. It is surrounded by the Little Belt, Highwood, Big Belt, and Rocky Mountains. Comparative to mountain communities, Great Falls' seasons are a bit longer and more defined, with spring activities beginning ahead of other areas in Montana, and the same for winter.

Historic

Great Falls sits on the homelands of the Northern Plains Tribal Nations, is currently home to the Little Shell Tribe, and Great Falls Montana Tourism offers its respect for the history, culture and wisdom that preceded our community's creation. Part of the tribal history is told at North America's largest buffalo jump and historic landmark, First Peoples Buffalo Jump. Another part of that history is told in conjunction with Lewis and Clark Expedition at North America's most extensive collection of the Corps of Discovery at the Lewis and Clark Interpretive Center. Another piece of the story is told alongside Charlie Russell and the C.M. Russell Museum Complex.

Affordable

Great Falls' average daily rate in 2024 was \$122.79, a modest 2.5% increase over last year, and still ranging 20% (or more) below its Montana peers.

Uncrowded

The wait lines at trail heads, ski lifts, and restaurants remain non-existent or short and museums, events, trails, and lodging facilities have capacity for more.

Available

Great Falls, Montana has capacity in lodging facilities year-round. Very few of our days are at 80% occupancy or above.

WEAKNESS

Impression

Immediate thoughts of Montana include mountains, roaming wildlife, and backpacking adventures, and Great Falls is a modern community on the Missouri River with an industrial history. Additionally, high ADR's in other parts of Montana have pushed travelers to assume all of Montana has high lodging prices and limited availability. This leads many travelers to opt to camp instead of staying in local properties.

Detractors

Great Falls residents hold a low-self image of and are negative about the community being a great place to visit.

Workforce

Great Falls has more jobs available than people to secure, housing for the jobs to sleep at, and day care to keep people working. The lack of people causes businesses to adjust hours of operation and the way customers are served, which impacts availability for traveler engagement.

OPPORTUNITIES

Air Service

United, Delta, Alaska, and Allegiant are great partners, however, there are opportunities to add carriers and direct flights.

In-Market Experience

We are missing the ability to provide easier access to outdoor recreation and to further the culturally historic stories of Great Falls. Great Falls can benefit from easy access equipment rentals, tour guides, facilitated experiences, and review worthy interactions.

Contract Labor

Great Falls will see more workers coming into the market to help with the Sentinel missile upgrade at Malmstrom Air Force Base, growth of medical services in Great Falls, and new housing developments. In 2023, 42% of overnight stays were connected to business or skilled workers. These workers could be return leisure travelers.

THREATS

National Economy

Changes under National leadership connected to trade policies and funding for Federal agencies could impact visitation and disposable income available for travel. Canadian travel accounts for 15% of Great Falls' overall visitation, top activities by visitors include public lands managed by the Forest Service, National Park Service, and access to the public lands can be hindered by fires and containment efforts could be impacted by cuts to red card personnel.

Funding Redirection

Montana Lodging Facility Use and Sales Tax Funding continues to be a focus to support other priorities within the State and be diverted away from supporting urban communities, like Great Falls.

Heritage Events

Great Falls has been fortunate to host long-standing signature events, some established over 40 years. As mature events, there is a potential for the end of their lifecycle or for interest to decline, reducing or eliminating overnight visitor attendance.

MARKETS

Geographic Target Markets

Great Falls Montana Tourism's leisure marketing will be focused on the following drive markets:

- Montana, primarily Billings, Kalispell, Missoula, & the Hi-line
- Alberta, primarily Lethbridge, Calgary

And the following fly markets:

- Chicago
- Los Angeles
- Dallas

Psychographic Targets

Within the geographic targets, we will target groups that are active by day as they are most likely to be active in the evening. The targets would be:

- DINKs
- Active Outdoor Enthusiasts
- Solo Traveler

CREATIVE AND CAMPAIGN

Great Falls Montana has used a double exposure creative in its campaigns since 2020. We will be staying the course with this creative and the unpolished approach to it that was implemented two years ago. We will expand the use of QR codes into videos and printed pieces where possible to make access to more info for planning easier for end users.

Great Falls Montana Tourism will continue to focus on a This and That campaign effort, that leans into portraying Great Falls for what it truly is and being who we really are and what we really offer,

boldly! The campaigns will integrate accessible and affordable tones with images and copy selection. The strategy is to find a classy way to say Great Falls is cheap and easy.

The campaigns will portray all sides of Great Falls from outdoor adventure to art, from fine dining to your go-to burger, from craft cocktails to draft beer, from do it all to do nothing. It will be about having your cake and eating it too with options on things to do, places to stay, dining, drinks, in a focused way.

This strategy plays into the fact that in today's society we are faced with information overload. When so much info is coming our way, we don't retain it all and we can't recall it all. Most people can't recall a full laundry list of things, but are more likely to recall options when given just 2 or 3.



STRATEGIC OBJECTIVE 1 GENERATE OVERNIGHT STAYS AT GREAT FALLS LODGING PROPERTIES WITH MARKETING AND PUBLIC RELATIONS

1.1 Paid Media

Great Falls Montana Tourism will work with Banik to implement a paid media strategy that will focus on placements that generate the best return on investment. Placements will take into account:

- Joint Venture Opportunities with Destination Montana and Central Montana Tourism
- Off-Peak promotion campaigns
- Placements that leverage video
- Placements that leverage storytelling
- Placements that provide tracking of in-market visitation
- Leverage National Park travel

As appropriate, we will allocate a small budget amount for placement of paid media in Great Falls for resident education of the unique assets available within our community.

We will be looking at ways to enhance our Montana People of Great Falls effort launched in 2019. We want to find ways to incorporate our resident influencers and businesses owners as part of our promotion efforts.

1.2 Owned Media

a. Social

Great Falls Montana Tourism will be the leader in producing original content about Great Falls through Facebook, Instagram, and YouTube.

FACEBOOK

On Facebook, we will use:

- "Glimpse of Great Falls" video segments
- "Did you Know/Check this Out" image segments
- "This is New" posts
- partner-developed and supplied "Show Me" video segments
- "Foodography" posts that highlight Great Falls' foodie scene
- "Big Sky View" drone video segments
- "Buy Your Friendship" giveaway posts
- new content announcement posts
- "Inside the Basecamp" visitor experience posts
- Leave No Trace posts

User-generated images and videos will also be leveraged on Instagram and Facebook to create a more expansive representation of what Great Falls has to offer and show beautiful imagery. We will continue our “Share Your Adventure” effort by providing physical cards to hand out to guests, inviting them to share photos and videos in Great Falls. As appropriate, Great Falls Montana Tourism will share content from other pages of positive news highlighting the Great Falls’ community, current non-political events, and exciting opportunities with the primary objective to make Great Falls, Montana the destination for a leisure traveler.

Great Falls Montana Tourism will also manage its Facebook channel by:

- Inviting people who engage with our content and ads to Follow our page.
- Responding to comments and messages, both positive and negative, as appropriate.
- Engaging with pages of stakeholders, members, and resident champions, as appropriate.

Great Falls Montana Tourism will engage in goodwill community efforts by giving away tickets for shows and experiences to Great Falls residents, as well as utilizing giveaways to attract visitors and overnight stays.

INSTAGRAM

On Instagram, Great Falls Montana Tourism produced images and videos of diverse landscapes, seasonal experiences, events, businesses, and things to do in and around an approximate 60-mile radius from Great Falls will be posted on the grid, reels, and highlights. As appropriate, this tactic will also supplement the growth of our photo library by securing the rights and the original high-resolution images to use in other media efforts. Feed posts will include:

- Current brand-toned captions.
- Great Falls, Montana as the tagged location, with the specific location added in the comments.
- The hashtags: #VisitGreatFalls #GreatFallsMontana #GreatFallsMT #GreatFalls #Montana.
- Additional trending experience, season, and image-specific hashtags to leverage larger feeds.
- “Great Falls Moodboard” inspirational seasonal posts

Great Falls Montana Tourism will create short-form videos highlighting activities, events, special features, unique experiences, Leave No Trace Principles and beautiful views to be used on reels and in stories. This tactic includes producing and posting an Instagram-specific “What’s Up Wednesday” video.

Great Falls Montana Tourism will utilize “link in bio” and direct messaging to connect users with information and resources on our website. Brand-toned graphics will be created and posted in stories by Great Falls Montana Tourism as appropriate to highlight events, dates to note, and relevant information. Tagged content, current events, blog post links, podcast episode links, and other relevant content that highlight outdoor adventure and activities in Great Falls will be shared in our stories or featured in a reel, as appropriate. Great Falls Montana Tourism will continue to manage this channel by:

- Responding to comments and messages, both positive and negative, as appropriate.
- Finding and following hashtags and creators relevant for our purpose.
- Engaging with pages of stakeholders, members, resident champions, and visitors, as appropriate.

YOUTUBE

With YouTube, Great Falls Montana Tourism will use this platform to continue “Great Stories of Great Falls” series. This series consists of longer-form videos produced by Great Falls Montana Tourism that continue our tone of an authentic, not filtered, and at times sassy, look at the people, history, places, and events of Great Falls. Consider this very short video version of content that would be created for the podcast. Production may include additional video support from a third party. The objective of each story is to build an emotional connection with the viewer, provide a larger background for a subject area of our community and connect the story to a specific reason for travel to our community. Topics for this series could include:

- The Freshest Beer in the World
- Great Falls’ Bootlegging Past
- River’s Edge Trail System

Great Falls Montana Tourism will monitor the impact Feisty Women of Montana 1.0 is having in relation to the YouTube channel, and it’s further impact through film festival submissions to determine if this effort will have a second installment.

We will also work with partners appropriately with these stories to deepen the experience with potential exhibits at museums, or kick-off experiences.

Great Falls Montana Tourism will also develop “Trip Tease” itinerary videos to inspire potential visitors and simplify the planning process by showcasing tailored experiences and unique attractions. Some examples of these videos include:

- 72 Hours in Great Falls
- Art Lovers Itinerary
- Adventure Seekers Agenda
- Family Friendly Fun

The “What’s Up Wednesday” video segment will be posted weekly, highlighting what can be done in the coming weekend and in two weeks in Great Falls. Short-form videos will be produced and published furthering the “Montana People of Great Falls” effort, providing business profile videos to connect the viewers to the people of Great Falls that make it a special place to visit.

Furthering our people connection, we will record and produce “Artist Interviews” showcasing conversations with artists, performers, and entertainers about their experience in Great Falls.

Our YouTube channels will also feature “Experience Great Falls” videos produced by Great Falls Montana Tourism highlighting and explaining experiences in and around Great Falls including event previews and recaps (past examples of this include Grim Tales of Great Falls), what to expect videos (past example includes The Grouse House Experience), and how to videos (past examples include Where Are the Falls). Great Falls Montana Tourism will continue to manage this channel by:

- Responding to comments and messages, both positive and negative, as appropriate.
- Organizing content into Playlists, as appropriate.
- Optimizing descriptions and title to improve searchability and discovery

During Western Art Week, Great Falls Montana Tourism will work with show organizers to feature artists and their works on the Western Art Week Facebook page. The Western Art

Week schedule will be shared on the Western Art Week Facebook page, the Visit Great Falls Facebook page, and the Visit Great Falls Instagram page.

Overall, we will also be looking at ways to enhance our Montana People of Great Falls effort launched in 2019 through social and beyond YouTube. We want to find ways to incorporate our resident influencers and businesses owners as part of our promotional efforts and enhance our other efforts with recommendations from locals.

b. “We’re No Dam Experts” Podcast

Great Falls Montana Tourism will continue to create, produce, and publish a weekly episode on a topic about Great Falls, Montana. The podcast section of the website will be revamped to allow each episode to be supported with a landing page so that specific episode links are possible throughout the site. Each episode will be published on our YouTube channel. Each episode will also be shared, when appropriate, on our Facebook and Instagram, with corresponding images or videos about the episode topic. Great Falls Montana Tourism will enhance podcast production and audience engagement by:

- Adding a visual element with recorded video podcasts, including camera and lighting setups in the current studio.
- Optimizing podcast titles, descriptions, and episode notes to improve discoverability on podcast and search platforms.

c. LocalHood

This tactic is a Crowdriff platform that is available in partnership with Montana Department of Commerce’s Tourism effort. Great Falls Montana Tourism will leverage this tactic to publish itinerary ideas and tips of things leisure travelers can do. As appropriate, this content will be downloaded and shared to Great Falls Montana Tourism’s Instagram Reels and YouTube Shorts.

d. “Adventure Awaits” Email

A monthly email will be developed using current brand tone and imagery then delivered to our database of around 90,000 to encourage travel to Great Falls using Constant Contact. Additional special editions will be delivered to targeted interests as the need arises. All Adventure Awaits emails will be shared with a Facebook post.

e. Blogs

Great Falls Montana Tourism will leverage this website feature to highlight the what’s and how’s of things to do in Great Falls. Types of blog content include “Where to Fish”, “Hidden Gems Along the River’s Edge Trail”, “Must Eat Brunches”, “Best Biking Trails”. Blogs will be more evergreen and developed and published by both Great Falls Montana Tourism and resident experts throughout the year.

f. Build Out Scenic Drive Content

Sixty-Eight percent of visitors to Great Falls enjoy scenic driving. We have highlighted scenic drives in the Basecamp Magazine, however, we need to build out the digital presence on the website. This will look to be done in partnership.

g. The Eventory

Great Falls Montana Tourism will develop an inventory listing of events that will be distributed through Constant Contact to a subscriber list every Monday at 7 am. This effort will be done first to aid travelers with itinerary fillers while in Great Falls. Next for businesses to know and plan around, what may cause increase in foot traffic to or around their businesses. Lastly, this

effort is designed to help other event planners know what events are occurring when they want to have an event so that can either be aware of a partnership opportunity or that another event could cannibalize attendance. The Eventory will be added weekly to a landing page on www.VisitGreatFallsMontana.org that can be accessed from the events page.

1.3 Earned Media

a. KMON 560 AM Segment

Great Falls Montana Tourism staff will appear every two weeks on KMON 560 AM to share Great Things in Great Falls. This will be events that are great little getaways for folks in the listening area that covers Great Falls north into Lethbridge and over to Medicine Hat.

b. Non-Stop Local ABC Segment

Great Falls Montana Tourism staff will appear weekly on Non-Stop Local to share Great Things in Great Falls. These segments will feature upcoming events, unique Great Falls attractions, fun facts about Great Falls and ways to experience Great Falls. This is a Saturday segment that airs across the state on Wake Up Montana.

c. Develop Media Kit

Great Falls Montana Tourism will develop a digital media kit, with a few hardcopies, to provide information and resources to media members, content creators, and influencers. The digital media kit will include:

- Explanation of the Great Falls Montana Tourism organization through our mission, branding, objectives, and funding sources.
- Destination information such as attractions, unique selling points, signature events, history, visitor information and economic trends
- Downloadable Visit Great Falls logo
- Access to photo and video assets
- Press releases
- Social media links
- Contact information

1.4 Public Relations

Great Falls Montana Tourism is working in partnership with Great Falls Development Alliance and has secured the services of DVA to create a public relations strategy to benefit Great Falls, Montana. Once this plan is presented and approved, it will be implemented.

1.5 Film and Television Production

Great Falls Montana Tourism will enhance its collaboration and relationship with the Montana Film Office and serve as a liaison between production crews and local people, businesses, and attractions for film production in Great Falls. The primary goal is to showcase Great Falls as an attractive and unique film destination by providing first-class customer service and access to the community. We will build a film section on the website with:

- Film Location Guide highlighting key spots, historical landmarks, diverse landscapes, architectural options, and unique attractions, supported by photos and video
- Local Resources such as vendors, catering, crew options, and more
- Support Services details practical support and on-scene assistance to production companies and crew

1.6 Resident Sentiment Campaign

a. Welcome to Great Falls Receptions

Great Falls Montana Tourism will work with partners to consider establishing receptions to welcome new residents, newly stationed military personnel, and new students to Great Falls. During these receptions, we will have community representatives share the opportunities to engage within the community in areas of interest of the attendee.

b. Resident Influencers

Great Falls Montana Tourism will continue its effort to recruit resident influencers and pay for content to be posted on the influencer's social media profiles.

c. Great Falls Photo Contest Calendar

Great Falls Montana Tourism will work with partners to establish a photo contest where residents submit photos of the area and the winning photos will receive an award and be featured in a Great Falls calendar that can be sold.

d. Siege Great Falls Experience List

Great Falls Montana Tourism will work to establish a list of Great Falls Experiences for residents and non-residents to experience utilizing technology to track what has been done. Prizes will be awarded at set percentage completion levels with a grand prize awarded during Pledge Great Falls for those who complete the whole list.

e. License Great Falls Brand

Great Falls Montana Tourism will develop a licensing agreement for those who wish to make Great Falls branded products.

f. Great Falls Coloring Book Page Contest

Great Falls Montana Tourism will work with partners to establish a contest for artists to create coloring book pages of Great Falls icons and winning pages will be provided a prize and be included in a produced coloring book that will be offered for sale.

1.7 Provide Strategically Aligned Sponsorships

Great Falls Montana Tourism will provide sponsorships to projects that align with event impact matrix that is supported by Placer.ai data and occupancy low spots. Sponsorship benefits should be focused on continually marketing Great Falls.

1.8 Guest Services

Great Falls Montana Tourism will greet walk-in guests with a primary focus to answer their questions. Our secondary focus is to engage them with storytelling to get them into Great Falls experiencing our community. The purpose of our efforts here are to get people to stay overnight in a Great Falls Lodging Property, if they aren't already. If they are already staying, maybe we can get them to extend their stay. It may not be possible to get them to change their plans, so we try to get them to plan a return trip to Great Falls. As part of this effort, we will manage inventory of most referenced materials from their individual sources, ensuring adequate stock at all times.

1.9 Prize Donation

Great Falls Montana Tourism will continue to donate Great Falls product and experience baskets along with lodging rebates to target market fundraising events.



STRATEGIC OBJECTIVE 2

GENERATE OVERNIGHT STAYS AT GREAT FALLS LODGING PROPERTIES WITH GROUPS

2.1 Produce New Future Signature Tourism Events

Great Falls Montana Tourism will establish new events that will bring overnight visitors to Great Falls and grow into long-term events for our community. We will identify partners, find sponsors, secure vendors, and market the events. The new events include:

- Rhythm & Rumble. A tribute to the history of the Ozark Club in October 2025
- Winter Lights and Decorations Event from November 28 to December 21, 2025
- Film Festival in February 2026

and could include:

- Great Northern Festival – focused on Canadian snowbirds return in April 2026

2.2 Event Creation Training Resources

Great Falls Montana Tourism will develop an event creation and marketing resource center to guide organizers creating new events on the basics of establishing events that can leverage the traveler market.

2.3 Leveraged Event Coordination

Great Falls Montana Tourism will look for events that can be marketed by leveraging multiple events together or enhanced by working with partners to create additional events to collaborate with, that will entice travelers for a weekend getaway.

2.4 Enhance Established Events

a. Western Art Week

Great Falls Montana Tourism will data mine the websites and Facebook pages of the shows that participate in Western Art Week and add the data to www.WesternArtWeek.com, then drive traffic to the site using paid media and Western Art Week and Visit Great Falls owned media channels. We will communicate with each of the show organizers asking how we can partner and support them in bringing more people to their show and move forward as appropriate in relation to our objectives and mission.

b. Mimosa Showdown

Great Falls Montana Tourism will partner with Downtown Great Falls to produce the Mimosa Showdown. We will take the lead with paid media and licensing of the intellectual property to be used by retailers to create branded Mimosa Showdown products.

c. Cascade 66

Great Falls Montana Tourism will place paid media to help increase out of town registration for the road ride. We will work to bring ideas to enhance the event to make it more appealing for people to want to attend.

d. ArtsFest Montana

Great Falls Montana Tourism will work with Downtown Great Falls to enhance the ArtsFest Montana with the objective of making it a signature Montana event. Downtown has done a fantastic job establishing Great Walls, the mural creation portion of the event, however, Great Falls Montana Tourism wants to help downtown enhance the Artists Reception, activities connected to the murals, and additional experiences that could be had throughout the week the murals are being created.

e. Multicultural Fair

Great Falls Montana Tourism has had conversations with the founder of the Multicultural Fair and they have expressed the potential for the event to expand into a multiday heritage festival. We will work with them on the possibility of expanding the event in an effort to make it a multi-day event.

2.5 Develop the Pipeline for Group Tours, Meetings, and Sports a Networking and Research

This tactic is about leveraging others for the benefit of Great Falls. Great Falls Montana Tourism will:

- Network with leaders at Rotary, Great Falls Sports Foundation, Chamber, and other professional functions to find industry associations, passion projects, reunions, and sporting events residents are connected to and ask for referrals to bring the opportunity to Great Falls.
- Work with local venues to develop a comprehensive calendar of projects.
- Prospect through LinkedIn to connect with meeting planners and build relationships with them to find opportunities they need destinations for.
- Search public event calendars at venues in communities like Great Falls for groups they have secured and solicit group to consider Great Falls.
- Respond to Request for Proposals by providing:
 - partner supplied room rates & availability or agreed upon percentage discount on standard rates on future bookings.
 - information on applicable resources, such as catering, live music, networking events, transportation, and family itineraries.
 - industry specific options for keynote addresses or on-site tours.
 - details on unique attendee experience opportunities to increase attendee interest.
 - connections to community and industry leaders, local service providers, and community engagement opportunities.
 - testimonies from previous groups secured through surveys of completed events.
- Complete a listing of Great Falls sports venues into Sports IQ to get a community score. Dependent on that score, Great Falls will invest in a sports database to leverage our Sports IQ assets to recruit interest in more non-traditional and unique sports, such as Disc Golf, Running, Biking, and Swimming.
- Enhance the website with details on sports assets to support sports conversations.



b. Targeted Event Attendance

Great Falls Montana Tourism will continue to partner with our peers in Montana to grow the group market. Great Falls has seen its greatest success in the meeting space from Networking and Research, so this year, we are doubling down on that effort and forgoing meeting events. Great Falls Montana Tourism will consider any opportunity that matches our strengths and plans to attend:

- American Bus Association (ABA) Marketplace
- TEAMS '25, if the initial Sports IQ ranking indicates market potential.

c. Bring it to the Basecamp

Great Falls Montana Tourism will leverage industry trends and develop an email with relevant content and distribute to its planner/organizer database, using Constant Contact. Additionally, staff will present to civic organizations the value of meetings and groups and ask for referrals of group opportunities.

2.6 Convert Leads for Group Tours, Meetings, and Sports

a. Familiarization Tours

Great Falls Montana Tourism will provide an in-person familiarization tour for planners of group events. These tours will provide organizers with the opportunity to see Great Falls, its venues, and experience in person to better picture what an event in our community could look like.

b. Leverage Incentives

Great Falls Montana Tourism will utilize Board approved incentives to gain favor with organizers to talk to us or land businesses in Great Falls.

2.7 Service Secured Group Tours, Meetings, and Sports

a. Attendance Building

Great Falls Montana Tourism will provide assets for meeting/convention organizers to talk about Great Falls before the event to get people excited about the location, and/or distribute communications about Great Falls to potential attendees. Such efforts include:

- Welcome Email to attendees
- Social Media assets for organizers to post from online resource page
- Great Falls Photos for promotion of event
- Pre-Post Experience Resources

Additionally, as appropriate, Great Falls Montana Tourism staff will attend the previous year's event to promote Great Falls to attendees.

b. Thank

Great Falls Montana Tourism will thank all groups for being in Great Falls. We will also solicit feedback and ask for a testimony to use for future efforts. The feedback will solicit additional projects that could be in Great Falls and referrals for organizers who would benefit from being in Great Falls.

2.8 Support Local Businesses Bringing in Contract Labor

Great Falls Montana Tourism will work with local businesses who bring in additional short-term labor to get them a customized insider pass that will provide text access to visitor guide and based on engagement, provide recommendation for specific interests. We will work with local businesses who want to provide special deals for this market and make that available.



STRATEGIC OBJECTIVE 3
ADVOCATE FOR THE TRAVEL INDUSTRY

3.1 Create Annual Report

Great Falls Montana Tourism will develop an annual report with the results of the past year for public distribution.

3.2 Pledge Great Falls Week / Back Great Falls

Great Falls Montana Tourism will work with partners to create an annual Great Falls celebration event. This event would award Great Falls residents who do incredible things for Great Falls with

an ICON Award, award Great Falls Champions receiving highest trainings credentials, and kick off pledge Great Falls week.

3.3 Engage with Great Falls' Travel Industry

a. 1:1 Sessions

Great Falls Montana Tourism will meet one on one with every lodging and venue property twice a year to learn about the property's mix of business, what marketing they are doing, and where we can supplement their efforts.

b. Sales Roundtables

Great Falls Montana Tourism will host two roundtable discussions with the sales teams from local meeting venues. These roundtables will be a chance to discuss trending topics within the industry and ask what Great Falls Montana Tourism can do to help grow groups in Great Falls. These will be held around August and February in preparation for specific efforts.

b. Invite Them Back

Great Falls Montana Tourism will provide lodging properties with resources to invite their guests back to Great Falls.

c. Get it in Great Falls

Great Falls Montana Tourism will search the MINT+ database for meetings of 10-75 attendees and send those leads to Great Falls lodging and venue properties monthly for them to work.

d. Quarterly Update Sessions

Great Falls Montana Tourism will host four opportunities to update the industry on what has been done, what is coming up, and answer any questions. There will be two sessions in person and two online. One of the in-person sessions will focus on the annual report and upcoming year strategy input.

3.4 Outreach

a. Legislative Advocacy

Great Falls Montana Tourism will work in partnership with other local organizations and leverage the Board of Directors to advocate to:

- Oppose any attempts to reduce or reallocate funds generated through current Tourism Business Improvement District laws.
- Oppose any attempts to change the lodging facility use tax that would negatively impact its ability to be used for tourism promotion and tourism infrastructure.
- Oppose efforts that reduce Great Falls' competitiveness to attract overnight visitors.

b. Civic Presentations

Great Falls Montana Tourism will increase awareness of the Travel Industry in Great Falls through civic presentations.

3.5 Event Impact Media Releases

Great Falls Montana Tourism staff will develop media releases regarding the impact of events utilizing Placer.ai, Economic Impact Calculator and available research on the local Great Falls economy.

3.6 Secure New Direct Air Service

Great Falls Montana Tourism will follow the lead of Great Falls International Airport and assist as needed in efforts to secure new direct air service for GTF.

3.7 Ambassador Training

Great Falls Montana Tourism will leverage the work Central Montana Tourism is doing to develop a front-line training program and enhance it with a Great Falls deep dive that will be supported by in-market engagement opportunities. Graduates of the training will be honored during the Pledge Great Falls effort in 3.2.

3.8 Leverage City's Public Access Channel

Great Falls Montana Tourism will begin a conversation with Great Falls City leadership about the potential to leverage the City's public access channel with Great Falls Montana Tourism videos and event calendar.



STRATEGIC OBJECTIVE 4

ORGANIZATIONAL EXCELLENCE AND SUSTAINABILITY

4.1 Professional Development

Great Falls Montana Tourism staff will be provided with opportunities for continued education within the industry and their area of professional purpose. Staff will take advantage of webinars from Destinations International, One West Tourism Alliance, Rotary, and other industry partners. Trainings and conferences Great Falls Montana Tourism will consider attending:

- Destinations International Annual Convention
- One West Tourism Alliance CEO
- One West Tourism Alliance Tech Summit
- Destinations International Marketing and Communications Summit
- Destinations International Sales & Services Summit
- Social West

4.2 Organization Management

a. Basecamp Brief for Stakeholders

Great Falls Montana Tourism will deliver quarterly updates to stakeholders regarding progress towards goals.

b. Tourism Tuesday

Great Falls Montana Tourism will create and deliver weekly Tourism Tuesday emails for interested parties and Board of Directors that highlight the team's results and pertinent items that affect Tourism, from the previous week. Great Falls Montana Tourism will maintain a weekly and monthly paid media performance dashboard, a weekly owned media dashboard, and a monthly goal dashboard supported by data of visitation, lodging tax collection, and TBID assessment collection.

c. Customer Relationship Management

Great Falls Montana Tourism will track all activity for inquiries, leads, projects, and partners through iDSS customer relationship management system.

d. Staff & Volunteer Management

Great Falls Montana Tourism will maintain a year-round staff of an Executive Director, Sales Director, Content Director, Event Developer, and Guest Services Manager. This team will implement this plan. To ensure effective and efficient use of staff time, we will conduct weekly meetings to prioritize the week, discuss hurdles, and strategize implementation efforts regarding each tactic.

e. Financial Management

Great Falls Montana Tourism will follow financial management policies in managing the organization's funds. Staff will oversee:

- annual audit of assessment and tax funds.
- coordinate 990 preparations for Great Falls Convention and Visitors Bureau.
- submit annual reports for both Great Falls Tourism Business Improvement District and Great Falls Convention and Visitors Bureau.
- deliver quarterly financial reports for Great Falls Convention and Visitors Bureau.
- complete annual marketing evaluation report for Great Falls Convention and Visitors Bureau.

f. Board of Directors Management

The Board of Directors and Executive Committees will meet monthly to monitor financials, review progress towards goals, discuss pressing issues, review strategy, and adopt changes in strategic efforts. Great Falls Montana Tourism will provide Director orientation and opportunities for new Directors to be mentored by more seasoned Directors. Updates to policies and procedures will be reviewed and add new governance as needed.

g. Build Out Great Falls Montana Tourism and Resource Page

Enhance the organization transparency with Board of Directors listing, annual plan, media plan, links to dashboard, research reports, studies, STR Reports, and other resources. If feasible, Great Falls Montana Tourism will consider utilize the website for access to board meeting materials.

GOALS

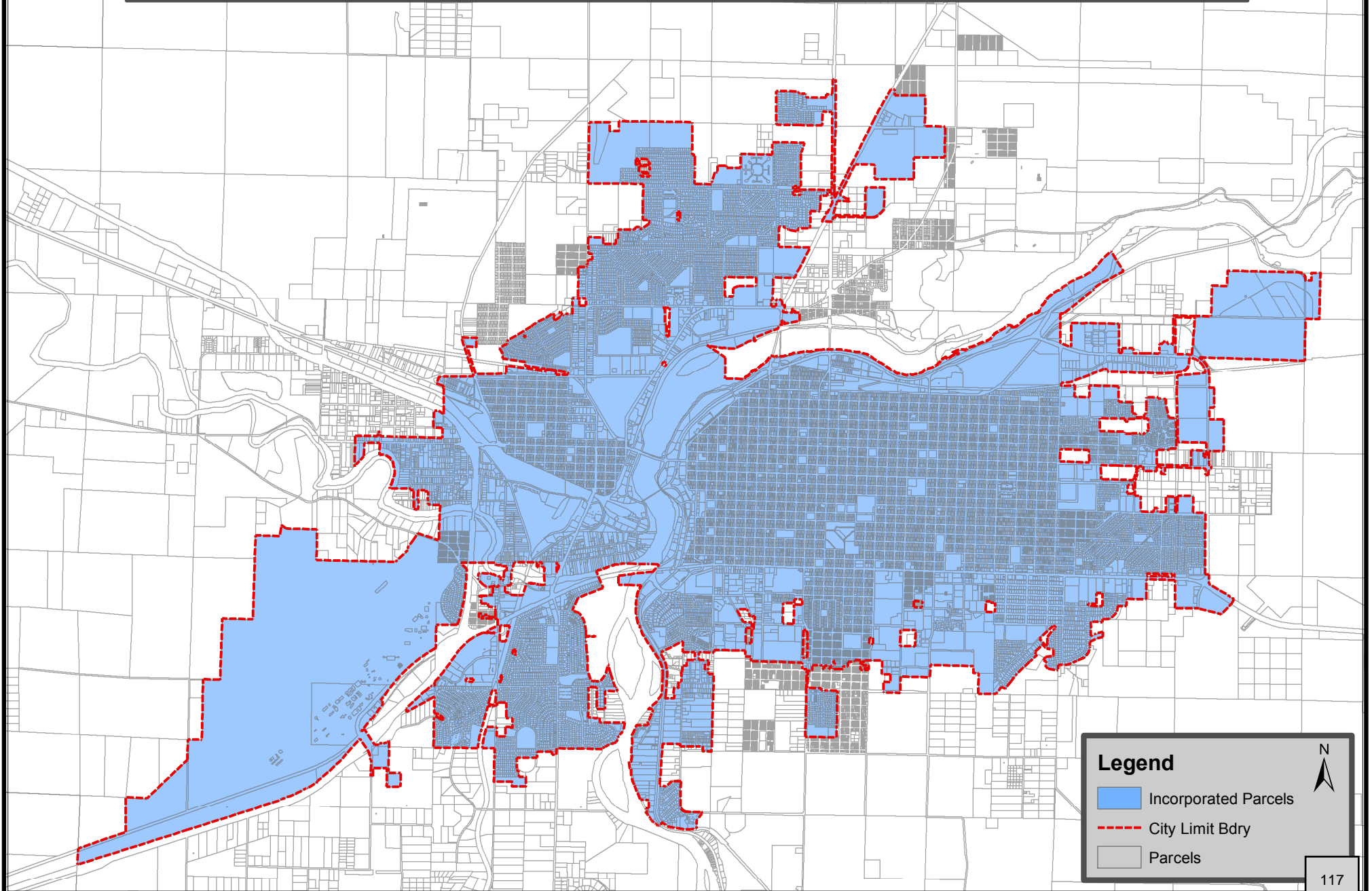
1. Grow Facebook followers 10%.
2. Grow Instagram followers 10%.
3. Grow YouTube audience 20%.
4. Grow LinkedIn followers 10%.
5. Average 40,000 organic weekly social media impressions
6. Produce 3 Great Stories of Great Falls
7. Secure 5 guest blog posts
8. Obtain 4 earned media stories
9. Grow market room demand by 3% YoY
10. Grow market room demand by 2% of the shoulder season months of January, February, April, May, November, December YoY
11. Grow targeted sales leads 20%
12. Grow Bring it to the Basecamp 1:1 Meetings 50%
13. Secure 4 new groups to Great Falls
14. Aid partners in securing 2 new groups to Great Falls
15. Secure 4 brand partners
16. Generate \$5,000 in partner marketing

Great Falls Montana Tourism Budget
July 1, 2025 - June 30, 2026
Adopted 4-17-2025

		CVB	CVB	General	TBID	Total	Nat Avg	
Income								
1	Bed Tax	\$242,608	\$14,593	\$0	\$0	\$257,201		
2	TBID Assessment	\$0	\$0	\$0	\$757,675	\$757,675		
3	Reserves	\$0	\$0	\$0	\$0	\$0		
4	Grant	\$0	\$0	\$0	\$0	\$0		
5	Advertising	\$0	\$0	\$5,000	\$0	\$5,000		
Total Income		<u>\$242,608</u>	<u>\$14,593</u>	<u>\$5,000</u>	<u>\$757,675</u>	<u>\$1,019,876</u>		
Expenses								
6	Personnel	\$44,522	\$2,919	\$0	\$270,400	\$317,840	31%	42%
Administration								
7	Rent	\$0	\$0	\$0	\$8,760	\$8,760		
8	Utilities	\$0	\$0	\$0	\$7,850	\$7,850		
9	Memberships	\$0	\$0	\$0	\$14,325	\$14,325		
10	Subscriptions	\$0	\$0	\$0	\$42,745	\$42,745		
11	Maintenance	\$0	\$0	\$0	\$6,500	\$6,500		
12	Supplies	\$0	\$0	\$0	\$8,625	\$8,625		
13	Travel	\$0	\$0	\$0	\$2,500	\$2,500		
14	Stakeholder Events	\$0	\$0	\$850	\$850	\$1,700		
15	Postage	\$0	\$0	\$0	\$1,295	\$1,295		
16	Insurance	\$1,500	\$0	\$0	\$2,200	\$3,700		
17	Professional Fees	\$2,500	\$0	\$0	\$18,450	\$20,950		
18	Professional Development	\$0	\$0	\$0	\$18,000	\$18,000		
Total Admin		<u>\$4,000</u>	<u>\$0</u>	<u>\$850</u>	<u>\$132,100</u>	<u>\$136,950</u>	13%	11%
19	Leisure Traveler Marketing							
19a	Media Placement	\$119,000	\$11,674	\$0	\$137,700	\$268,374		
19b	Joint Venture	\$5,000	\$0	\$0	\$0	\$5,000		
19c	Management & Production	\$47,485	\$0	\$0	\$46,400	\$93,885		
20	Groups	\$0	\$0	\$0	\$30,000	\$30,000		
21	Influencers	\$0	\$0	\$0	\$8,000	\$8,000		
22	Destination Development	\$0	\$0	\$0	\$10,000	\$10,000		
23	Public Relations	\$0	\$0	\$0	\$25,000	\$25,000		
24	Print Resources	\$0	\$0	\$0	\$8,000	\$8,000		
25	Opportunity	\$500	\$0	\$0	\$15,000	\$15,500		
26	Photo & Video Library	\$0	\$0	\$0	\$12,656	\$12,656		
27	Visitor Guide	\$22,101	\$0	\$0	\$0	\$22,101		
28	Advocacy	\$0	\$0	\$0	\$3,000	\$3,000		
29	Website	\$0	\$0	\$0	\$26,500	\$26,500		
30	Events	\$0	\$0	\$3,500	\$32,919	\$36,419		
31	Reserves	\$0	\$0	\$650	\$0	\$650		
Total Program		<u>\$194,086</u>	<u>\$11,674</u>	<u>\$4,150</u>	<u>\$355,175</u>	<u>\$565,085</u>	55%	47%
Total Expenses		<u>\$242,608</u>	<u>\$14,593</u>	<u>\$5,000</u>	<u>\$757,675</u>	<u>\$1,019,876</u>		
Net Profit		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>		

Tourism Business Improvement District No. 1307

Map of District Boundaries



Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Tourism Business Improvement District (TBID) budget and work plan for Fiscal Year 2025/2026 will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, July 15, 2025, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said TBID budget and work plan or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

Documents pertaining to this agenda item are posted on the City's website at <https://greatfallsmt.net> under "Meetings," and are 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.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 6 and 13, 2025



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: CDBG & HOME Consolidated Plan and Citizen Participation Plan-
Postpone the Public Hearing

From: Finance Department

Initiated By: Finance Department

Presented By: Sylvia Tarman, CDBG Administrator

Action Requested: Postpone the Public Hearing for the 2025 Consolidated Plan and Accept
Revised Citizen Participation Plan

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (postpone/not postpone) a public hearing to July 15, 2025 for consideration of the 2025-2029 Consolidated Plan and Citizen Participation Plan.”

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

Staff Recommendation: Staff recommends that the City Commission reschedule the public hearing date to July 15th, 2025 to consider the recommended priorities for the Program Year 2025-2029 Consolidated Plan related to the use of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds; as well as to accept the revised Citizen Participation Plan.

Background: City staff presented the Draft Consolidated Plan and revised Citizen Participation Plan at the May 20th, 2025 meeting which commenced the 30 day comment period and set the Public Hearing to adopt the plans for the July 1, 2025 meeting. City staff and the consultant require a little more time to finish revising and finalizing the plans before the formal adoption. As the CDBG program year has been adjusted, rescheduling the Public Hearing will have no impact on the planning process or the CDBG program.

Fiscal Impact: Rescheduling the Public Hearing will have no fiscal impact.

Attachments:

None



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Tourism Business Improvement District (TBID) FY2025 Budget Amendment

From: Rebecca Engum, Great Falls Montana Tourism Director

Initiated By: Tourism Business Improvement District Board of Directors

Presented By: Rebecca Engum, Great Falls Montana Tourism Director

Action Requested: City Commission conduct a public hearing for the Tourism Business Improvement District (TBID) FY2025 Budget Amendment and approve amendment as presented.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the FY2025 Tourism Business Improvement District Budget Amendment as presented.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: The TBID recommends that the City Commission approve the FY2024 TBID Budget Amendment.

Background: The Commission approved the 2024/2025 TBID Budget and Work Plan on July 16, 2024. The actual amount of assessments levied was higher than the approved budget.

The TBID also had cost savings on administrative expenses due to a management agreement enacted in October 2024 with Central Montana Tourism. Those savings allowed TBID to take advantage of additional opportunities to partner on projects to bring people into Great Falls.

In a previous audit of the Great Falls Tourism Business Improvement District, the auditor delivered one finding related to increased expenses over the approved budget. This finding noted that an amendment to

the budget was not submitted to the City of Great Falls, even though presented, and approved by the TBID Board.

To prevent any future findings, the TBID Board approved budget amendment is presented to the City of Great Falls for approval.

Fiscal Impact: There is no fiscal impact to the City of Great Falls. The budget amendment reflects a 4% increase, increasing the TBID Assessment budget from \$730,465 to \$760,254.

Alternatives: The City Commission could not approve and TBID would receive an audit finding.

Concurrences: Finance staff is responsible for assessing and collecting the revenues for the TBID. TBID maintains a staff to fulfil the strategic plan as set by the Board of Directors.

Attachments/Exhibits:

Approved 2024/2025 Budget

Amended Budget

5/15/2025 Board of Directors Meeting Minutes

Legal Notice

Great Falls Montana Tourism Budget
July 1, 2024 - June 30, 2025

DRAFT					Nat	
					Avg	
Income						
		CVB	General	TBID	Total	
1	Bed Tax	\$215,524	\$0	\$0	\$215,524	
2	TBID Assessment	\$0	\$0	\$730,465	\$730,465	
3	Reserves	\$0	\$0	\$0	\$0	
4	Membership	\$0	\$0	\$0	\$0	
5	Grant	\$0	\$0	\$0	\$0	
6	Advertising	\$0	\$10,000	\$0	\$10,000	
	Total Income	\$215,524	\$10,000	\$730,465	\$955,989	
Expenses						
7	Personnel	\$37,605	\$0	\$290,838	\$328,442	34% 42%
Administration						
8	Rent	\$0	\$0	\$8,640	\$8,640	
9	Utilities	\$0	\$0	\$6,400	\$6,400	
10	Memberships	\$0	\$0	\$13,000	\$13,000	
11	Subscriptions	\$0	\$0	\$18,000	\$18,000	
12	Maintenance	\$0	\$0	\$6,500	\$6,500	
13	Supplies	\$0	\$0	\$9,000	\$9,000	
14	Travel	\$0	\$0	\$1,000	\$1,000	
15	Stakeholder Events	\$0	\$850	\$500	\$1,350	
16	Postage	\$0	\$0	\$1,200	\$1,200	
17	Insurance	\$1,500	\$0	\$3,200	\$4,700	
18	Professional Fees	\$2,500	\$0	\$20,000	\$22,500	
19	TAC	\$1,500	\$0	\$0	\$1,500	
20	Professional Development	\$0	\$0	\$15,000	\$15,000	
	Total Admin	\$5,500	\$850	\$102,440	\$108,790	11% 11%
21	Leisure Traveler Marketing					
21a	Media Placement	\$110,000	\$0	\$140,000	\$250,000	
21b	Management & Production	\$34,749	\$0	\$47,187	\$81,937	
22	Groups	\$0	\$0	\$30,000	\$30,000	
23	Influencers	\$0	\$0	\$12,000	\$12,000	
24	Destination Development	\$0	\$0	\$0	\$0	
25	Public Relations	\$0	\$0	\$25,000	\$25,000	
26	Print Resources	\$0	\$0	\$8,000	\$8,000	
27	Opportunity	\$1,000	\$0	\$13,500	\$14,500	
28	Photo & Video Library	\$0	\$0	\$10,000	\$10,000	
29	Visitor Guide	\$21,670	\$5,650	\$0	\$27,320	
30	Joint Venture	\$5,000	\$0	\$0	\$5,000	
31	Advocacy	\$0	\$0	\$6,500	\$6,500	
32	Website	\$0	\$0	\$20,000	\$20,000	
33	Events	\$0	\$3,500	\$25,000	\$28,500	
34	Reserves	\$0		\$0	\$0	
	Total Program	\$172,419	\$9,150	\$337,187	\$518,757	54% 47%
	Total Expenses	\$215,524	\$10,000	\$730,465	\$955,989	
	Net Profit	\$0	\$0	\$0	\$0	

Great Falls Montana Tourism Budget
FY24 to FY23 Comparison

	CVB FY24	CVB FY24		General FY24	General FY23		TBID FY24	TBID FY23		Total FY24	Total FY23	
Income												
1 Bed Tax	\$215,524	\$213,436	1%	\$0	\$0		\$0	\$0		\$215,524	\$213,436	1%
2 TBID Assessment	\$0	\$0		\$0	\$0		\$730,465	\$765,508	-5%	\$730,465	\$765,508	-5%
3 Reserves	\$0	\$0		\$0	\$0		\$0	\$133,600	-100%	\$0	\$133,600	100%
4 Membership	\$0	\$0		\$0	\$10,000	-100%	\$0	\$0		\$0	\$10,000	-100%
5 Grant	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	
6 Advertising	\$0	\$0		\$10,000	\$0		\$0	\$0		\$10,000	\$0	
Total Income	\$215,524	\$213,436	1%	\$10,000	\$10,000	0%	\$730,465	\$899,108	-19%	\$955,989	\$1,122,544	-15%
Expenses												
7 Personnel	\$37,605	\$37,187	1%	\$0	\$0		\$290,838	\$239,717	21%	\$328,442	\$258,369	27%
Administration												
8 Rent	\$0			\$0			\$8,640	\$10,500	-18%	\$8,640	\$10,500	-18%
9 Utilities	\$0			\$0			\$6,400	\$9,200	-30%	\$6,400	\$9,200	-30%
10 Memberships	\$0			\$0			\$13,000	\$13,000	0%	\$13,000	\$13,000	0%
11 Subscriptions	\$0			\$0			\$18,000	\$18,000	0%	\$18,000	\$18,000	0%
12 Maintenance	\$0			\$0			\$6,500	\$6,500	0%	\$6,500	\$6,500	0%
13 Supplies	\$0			\$0			\$9,000	\$9,000	0%	\$9,000	\$9,000	0%
14 Travel	\$0			\$0			\$1,000	\$1,000	0%	\$1,000	\$1,000	100%
15 Stakeholder Events	\$0			\$850	\$850	0%	\$500	\$500	0%	\$1,350	\$1,350	100%
16 Postage	\$0			\$0			\$1,200	\$1,200	0%	\$1,200	\$1,200	0%
17 Insurance	\$1,500	\$1,500	0%	\$0			\$3,200	\$3,200	0%	\$4,700	\$4,700	0%
18 Professional Fees	\$2,500	\$2,500	0%	\$0			\$20,000	\$20,000	0%	\$22,500	\$22,500	0%
19 TAC	\$1,500	\$1,500	0%	\$0			\$0	\$0		\$1,500	\$1,500	0%
20 Professional Development	\$0			\$0			\$15,000	\$18,000	-17%	\$15,000	\$18,000	-17%
Total Admin	\$5,500	\$5,500	0%	\$850	\$850	100%	\$102,440	\$110,100	-7%	\$108,790	\$116,450	-7%
21 Leisure Traveler Marketing												
21a Media Placement	\$110,000	\$110,000	0%	\$0			\$140,000	\$140,000	0%	\$250,000	\$250,000	0%
21b Management & Production	\$34,749	\$34,749	0%	\$0			\$47,187	\$47,291	0%	\$81,936	\$82,040	0%
22 Groups	\$0			\$0			\$30,000	\$40,000	-25%	\$30,000	\$40,000	-25%
23 Influencers	\$0			\$0			\$12,000	\$12,000	100%	\$12,000	\$12,000	100%
24 Destination Development	\$0			\$0			\$0	\$195,000	-100%	\$0	\$195,000	-100%
25 Digital Kiosks	\$0			\$0			\$0	\$15,000	100%	\$0	\$15,000	-100%
25 Public Relations	\$0			\$0			\$25,000	\$0	100%	\$25,000	\$0	100%
26 Print Resources	\$0			\$0			\$8,000	\$10,000	100%	\$8,000	\$10,000	-20%
27 Opportunity	\$1,000	\$1,000	0%	\$0			\$13,500	\$30,000	-55%	\$14,500	\$31,000	-53%
28 Photo & Video Library	\$0			\$0			\$10,000	\$10,000	0%	\$10,000	\$10,000	0%
29 Visitor Guide	\$21,670	\$20,000	8%	\$5,650	\$6,000	-6%	\$0	\$0		\$27,320	\$26,000	5%
30 Joint Venture	\$5,000	\$5,000	0%	\$0			\$0	\$0		\$5,000	\$5,000	0%
31 Trade Shows	\$0			\$0			\$0	\$5,000	-100%	\$0	\$5,000	-100%
31 Advocacy	\$0			\$0			\$6,500	\$0	100%	\$6,500	\$0	1000%
32 Website	\$0			\$0			\$20,000	\$20,000	0%	\$20,000	\$20,000	0%
33 Events	\$0			\$3,500	\$3,150	11%	\$25,000	\$25,000	100%	\$28,500	\$28,150	1%
34 Reserves	\$0			\$0			\$0	\$0		\$0	\$0	0%
Total Program	\$172,419	\$170,749	1%	\$9,150	\$9,150	0%	\$337,187	\$549,291	-39%	\$518,756	\$729,190	-29%
Total Expenses	\$215,524	\$213,436	1%	\$10,000	\$10,000	0%	\$730,465	\$899,108	-19%	\$955,989	\$1,122,544	-15%
Net Profit	\$0			\$0			\$0			\$0		

Great Falls Montana Tourism Budget

July 1, 2024 - June 30, 2025

5/15/2025

		5/15/2025					Nat	
		CVB	General	TBID	Total		Avg	+/-
Income								
1	Bed Tax	\$215,524	\$0	\$0	\$215,524			
2	TBID Assessment	\$0	\$0	\$760,254	\$760,254			4%
3	Reserves	\$0	\$0	\$0	\$0			
4	Membership	\$0	\$0	\$0	\$0			
5	Grant	\$0	\$0	\$0	\$0			
6	Advertising	\$0	\$10,000	\$0	\$10,000			
Total Income		\$215,524	\$10,000	\$760,254	\$985,778			
Expenses								
7	Personnel	\$37,605	\$0	\$220,838	\$258,442	26%	42%	-21%
Administration								
8	Rent	\$0	\$0	\$8,640	\$8,640			
9	Utilities	\$0	\$0	\$5,500	\$5,500			
10	Memberships	\$0	\$0	\$13,000	\$13,000			
11	Subscriptions	\$0	\$0	\$18,000	\$18,000			
12	Maintenance	\$0	\$0	\$4,500	\$4,500			-31%
13	Supplies	\$0	\$0	\$9,000	\$9,000			
14	Travel	\$0	\$0	\$1,500	\$1,500			50%
15	Stakeholder Events	\$0	\$850	\$500	\$1,350			
16	Postage	\$0	\$0	\$1,200	\$1,200			
17	Insurance	\$1,500	\$0	\$3,200	\$4,700			
18	Professional Fees	\$2,500	\$0	\$23,500	\$26,000			16%
19	TAC	\$1,500	\$0	\$0	\$1,500			
20	Professional Development	\$0	\$0	\$15,000	\$15,000			
Total Admin		\$5,500	\$850	\$103,540	\$109,890	11%	11%	1%
21	Leisure Traveler Marketing							
21a	Media Placement	\$110,000	\$0	\$140,000	\$250,000			
21b	Management & Production	\$34,749	\$0	\$47,976	\$82,726			
22	Groups	\$0	\$0	\$50,000	\$50,000			67%
23	Influencers	\$0	\$0	\$12,000	\$12,000			
24	Destination Development	\$0	\$0	\$0	\$0			
25	Public Relations	\$0	\$0	\$25,000	\$25,000			
26	Print Resources	\$0	\$0	\$8,000	\$8,000			
27	Opportunity	\$1,000	\$0	\$94,000	\$95,000			555%
28	Photo & Video Library	\$0	\$0	\$10,000	\$10,000			
29	Visitor Guide	\$21,670	\$5,650	\$0	\$27,320			
30	Joint Venture	\$5,000	\$0	\$0	\$5,000			
31	Advocacy	\$0	\$0	\$0	\$0			-100%
32	Website	\$0	\$0	\$28,000	\$28,000			40%
33	Events	\$0	\$3,500	\$20,900	\$24,400			-14%
34	Reserves	\$0		\$0	\$0			
Total Program		\$172,419	\$9,150	\$435,876	\$617,446	63%	47%	19%
Total Expenses		\$215,524	\$10,000	\$760,254	\$985,778			
Net Profit		\$0	\$0	\$0	\$0			



Thursday, May 15, 2025 | 9 AM – 10:30 AM | University of Providence, McLaughlin Center,
Providence Forum, 1415 20th Street South, Great Falls MT

CVB DIRECTORS: Christina Horton, Avery Hughes, Ron Korb, Susan Shannon, Dan Morano, Beth Leatham, Emily Wolfram, Brett Doney, Brain Thompson, Alisa Herodes

TBID DIRECTORS: Peter Jennings, Sandra Johnson-Thares, Jeff Shull, Becky Amaral-Miller

STAFF: Rebecca Engum, Kali Jean Tuckerman, Shannon Newth

GUESTS: Taylor Jones, Kaci Mitchell, Tahnee Ranieri, Mandy Brumwell, Stefanie Brown, Heather Burcham

9:04 | 1. Call to Order, Welcome, Introductions – Ron Korb, Jeff Shull

9:06 | 2. Public Comment – Ron Korb, Jeff Shull

Opportunity for public comment related to items on the agenda.

No public comment.

9:07 | 3. Consent Agenda – Ron Korb, Jeff Shull

Convention and Visitors Bureau Board of Directors

- a) Approve [4-17-2025](#) Minutes
- b) Accept [April](#) Financials

CVB ACTION TAKEN

Motion made to approve consent agenda. Seconded. No discussion. All in favor. None opposed.
Motion passed.

Tourism Business Improvement District Board of Directors

- a) Approve [4-17-2025](#) Minutes
- b) Accept [April](#) Financials

TBID ACTION TAKEN

Motion made to approve consent agenda. Seconded. No discussion. All in favor. None opposed.
Motion passed.

9:08 | 4. Media and Creative Review – Heather Burcham and Stefanie Brown

Burcham and Brown provided review.

9:29 | 5. FY25 Budget Amendment – Rebecca Engum

Tourism Business Improvement District Board of Directors approve/deny [FY25 Budget Amendment](#).

TBID ACTION TAKEN

Motion made to approve FY25 Budget Amendment. Seconded. No discussion. All in favor. None opposed. Motion passed.

9:34 | 6. East West Shrine Game Sponsorship – Rebecca Engum

Tourism Business Improvement District Board of Directors approve/deny up to \$6,500 to sponsor [East West Shrine Game](#).

TBID ACTION TAKEN

Motion made to approve up to \$6,500 to sponsor East West Shrine Game. Seconded. Discussion regarding historically sponsoring and benefit for flags and independent hotel properties. All in favor. None opposed. Motion passed.

9:38 | 7. Social Media Influencer – Rebecca Engum

Tourism Business Improvement District Board of Directors approve/deny up to \$7,500 for [Rachel Kawate](#) visit.

TBID ACTION TAKEN

Motion made to approve up to \$7,500 for Rachel Kawakte. Seconded. Discussion regarding key markets and ability to negotiate price. All in favor. None opposed. Motion passed.

9:43 | 8. Round Table Discussion: FY26 Media Tactics – Rebecca Engum**10:05 | 9. Executive Director Report – Rebecca Engum**

Engum provided report.

10:11 | 10. Public Comment – Ron Korb, Jeff Shull

Opportunity for public comment related to Tourism in Great Falls, Montana.

Great Falls featured in AAA Via magazine. Livability Magazine out now. IEDC Conference registrations at 193. The History Museum will be announcing its new executive director soon. Little Shell Tribe selling Raffle tickets for Little Shell Pow Wow. Pow Wow is August 23rd & 24th, 2025. Montana Performing Arts Consortium will be reviewing nearly 70 artist applications for October showcase. Hampton Inn is partnering with a radio station and chamber to do a Business for Breakfast on June 9th from 7-10 am. Mimosa Showdown rain ponchos available for purchase at Bighorn Outdoor Specialists.

10:16 | 11. Adjourn – Ron Korb, Jeff Shull

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Tourism Business Improvement District (TBID) Fiscal Year 2024/2025 Budget Amendment will be brought before the Great Falls City Commission for public hearing in the Commission Chambers, Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, July 1, 2025, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said TBID Budget Amendment 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, July 1, 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 so 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.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: June 22 and June 29, 2025



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10581, titled “A Resolution Declaring Certain Property Located at 321 1st Avenue Southwest, Lot 013 Block 596, Great Falls 5th a Nuisance, order the Nuisance be abated and authorize City Staff to force abatement if necessary.”

From: Brock Cherry, Director, Planning and Community Development

Initiated By: City of Great Falls

Presented By: Lonnie Hill, Deputy Director, Planning and Community Development

Action Requested: Conduct a public hearing and adopt Resolution 10581 Declaring Certain property located at 321 1st Avenue Southwest, a Nuisance, order the Nuisance be abated and authorize City staff to force abatement if necessary.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10581, Declaring Certain property located at 321 1st Avenue Southwest, Lot 013 Block 596, Great Falls 5th, Cascade County, Montana, a Nuisance, order the Nuisance be abated and authorize City Staff to force abatement if necessary.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10581, Declaring Certain Property located at 321 1st Avenue Southwest, a Nuisance.

Summary: Beginning in October 2016, and continuing through April 2025, the Great Falls Planning and Community Development Department received multiple complaints about the condition of the property owned by Laverdure’s, and Heirs/Family or Assigns of Ralph and/or Cecelia Laverdure located at 321 1st Avenue Southwest. Initial complaints began with property maintenance violations, dilapidated conditions concerning the house on the exterior, and living in the structure and recreational vehicle(s) with no utilities October 2016 as well as additional complaints of vehicles all over the property throughout the years and

many complaints to law enforcement. The Department made all efforts attempting to work with all involved to bring the property into compliance prior to the fire. Violation and notice letters have been mailed throughout the years, in hopes that the Official Code of the City of Great Falls (OCCGF) violations on the property would be corrected, but compliance never occurred. Due to the owner's and/or anyone occupying neglecting any and all property maintenance the home and property continued to deteriorate. Shortly after the fire on April 14, 2025 the Building Safety Division reported to the property to assess the damage. At that time, the Building Official deemed the home a complete loss and notified one of the occupants, Crystal Laverdure, it could no longer be occupied and would have to be razed for safety purposes. The dilapidated and unsafe structure due to deferred maintenance and the fire makes it unfit for human occupancy. Based on the observations from the public right of way and onsite visit, violations were shown to exist consistent with the history of complaints as well as the severe fire damage and deferred maintenance of the residential structure deeming it uninhabitable. As of April 18, 2025, the violations were still present.

The property maintenance violations on the property include, but are not limited to:

1. Residential structure is severely dilapidated and in unsafe condition due to the recent fire and deferred maintenance;
2. Exterior storage/salvage materials between the residence and fence, front/side yards, alley including but not limited to mattresses, bags, trash, auto parts, shopping cart, appliance(s), furniture, wood, dilapidated fencing on the sides/rear of the property, etc.
3. Dilapidated white/silver camper with no visible license plate, was illegally occupied, and illegally parked on the property

Based on these continued deficiencies and OCCGF violations, Staff concludes that the subject property constitutes a Nuisance as defined by OCCGF Title 8, Chapter 49, and should be subject to forced abatement pursuant to that chapter. For further information, see attached Exhibits.

The Litigation Guarantee from Legacy Title of Montana acquired on April 18, 2025 indicated that Ralph N & Cecelia B Laverdure, Ruth & Joe Laverdure, Heirs/Family or Assigns of the deceased and/or residents/occupants of the property. The City mailed all the above a letter dated April 18, 2025 (by regular USPS mail, certified mail, and posted the letter on the property) requiring the violations be corrected within 30 days. The owner(s), etc did not complete the required abatement. The City then mailed a Public Hearing Notice dated May 20, 2025 (by regular USPS mail, certified mail. And posted the notice on the property) requesting complete abatement in 30 days by removing or taking the appropriate action to correct the nuisance. A Notice of Public Hearing was published on June 18 & 25, 2025 in the Great Falls Tribune.

Concurrences: Legal Department

Alternatives: The Commission could deny Resolution 10581. If the City Commission denies Resolution 10581, the Nuisance will not be abated for the foreseeable future.

Fiscal Impact: The total cost of the abatement of removal of the non-compliant vehicles, removal of rubbish/exterior storage, razing of the residential structure and foundation on the property, is unknown at this time. Funds from the Hazard Removal Fund will be used to carry out abatement if necessary.

However, the continued presence of these conditions propagates blight and slum, thereby decreasing surrounding property values.

Attachments/Exhibits:

Resolution 10581

10 day Nuisance Letter

10/30 Day Nuisance Letter – Service of Posting

Public Hearing Notice Letter

Photos of Property

RESOLUTION 10581

A RESOLUTION DECLARING CERTAIN PROPERTY LOCATED AT 321 1ST AVENUE SOUTHWEST, CASCADE COUNTY, MONTANA, A NUISANCE, ORDER THE NUISANCE BE ABATED, AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY.

WHEREAS, Heirs/Family or Assigns of Ralph and/or Cecilia Laverdure, owner of the real property and structures located at 321 1st Avenue Southwest, Lot 13 Block 596, Great Falls 5th, Cascade County, Montana, and within the incorporated boundaries of the City of Great Falls, was given notice pursuant to the Official Code of the City of Great Falls (OCCGF) Section 8.49.040, of a hearing before the City Commission on July 1, 2025, wherein said Heirs/Family or Assigns of Ralph and/or Cecilia Laverdure was informed the City Commission would proceed to hear the testimony of City personnel and the testimony of any other interested party, who may be present, and desire to testify respecting the condition of the property; and

WHEREAS, said Heirs/Family or Assigns of Ralph and/or Cecilia Laverdure was informed that the City Commission upon the conclusion of the hearing, would by resolution, declare its findings, and may declare the property to be a nuisance, and direct the owner to physically commence abatement within ten (10) days, and to complete said abatement within thirty (30) days, by having the property demolished, removed, or other appropriate act necessary to cure the nuisance; and

WHEREAS, said Heirs/Family or Assigns of Ralph and/or Cecilia Laverdure was informed that failure to abate the nuisance would result in the property being the subject of repair, demolition, removal, or other appropriate act, as the case may be, by the City and the expenses thereof shall remain a lien on the property; and

WHEREAS, the City Commission has conducted the hearing on July 1, 2025, regarding the property pursuant to OCCGF 8.49.050, hearing the testimony of the City personnel and the testimony of any other interested party, who was present, and desired to testify respecting the condition of the property, removal or other appropriate action.

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

1. Staff and other interested parties having presented evidence of the condition of the subject property, and having described the condition of the subject property, the City Commission does hereby find the same to be a nuisance pursuant to OCCGF Section 8.49.050, and hereby directs the owner to commence abatement within ten (10) days of the date of this resolution to the satisfaction of the Great Falls Planning and Community Development Director, pursuant to OCCGF Section 8.49.050.

2. It is further ordered that, abatement, to the satisfaction of the Great Falls Planning and Community Development Director, be completed within thirty (30) days of the date of this resolution, pursuant to OCCGF Section 8.49.050.
3. It is further ordered that, if the owner fails to abate said nuisance as ordered and within the time allowed, the City Staff is directed to take any and all steps necessary to abate the nuisance with all expenses to attach as a lien against the property.
4. This Resolution shall be in effect for a one (1) year period from the date below.
5. City staff shall serve said Heirs/Family or Assigns of Ralph and/or Cecilia Laverdure with a copy of this resolution by certified Mail, postage prepaid, and return receipt requested, as required by section 8.49.050, OCCGF.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective immediately upon its passage and approval.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on July 1, 2025.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT

David Dennis, City Attorney



Planning & Community Development
Room 112
2 Park Drive South (Civic Center)
Great Falls, MT 59401

April 18, 2025

Cecelia B & Ralph N Laverdure
Ruth & Joe Laverdure
Alvina Laverdure
Crystal Laverdure
Creeanna Young
Heirs/Family or Assigns of Ralph and/or Cecelia Laverdure
321 1st Avenue Southwest
Great Falls, Montana 59404-2801

Re: 321 1st Avenue Southwest, Lot 013, Block 596, Great Falls 5th, Great Falls, Montana 59404

Dear All,

I am writing this letter to you as the legal property owners/ heirs and/or family or Assigns of Ralph and/or Cecelia Laverdure, or other responsible parties of the above referenced Property. If you no longer own this Property, please advise me as soon as possible.

As you know, the City of Great Falls Planning and Community Development Department has sent multiple notices to you, as the known owners of the Property, regarding violations of the Official Code of the City of Great Falls (OCCGF) on the Property. The violations include, but are not limited to, accumulation of junk, trash and salvage material, dilapidated residence and a public health and safety concern with no running water, electricity or natural gas at the Property. The City received no written or verbal communication from you, and the property was not brought into compliance.

Most recently, the residence at 321 1st Avenue Southwest caught fire on April 14, 2025. This is the second fire at the home in the past year. After the recent fire was contained, the Building Official entered the property to assess the damage. The Building Official saw extensive structural damage to the interior and exterior of the home and in his professional opinion deemed the home and entire property unfit for human occupancy. The current condition is a public hazard and blight to the neighborhood. The Building Official informed occupants that the home was a total loss and beyond repair.

Pursuant to OCCGF 8.49.030 I am providing you notice of the deficiencies observed on the Property. The deficiencies on the exterior of the Property include:

1. White camper (unknown make) with no visible license plate illegally parked in the yard of the Property. See OCCGF § 10.13.010 and § 8.51.030.
2. The above mentioned vehicles on the Property are parked on the Property without the required off-street parking Surfacing. See OCCGF § 17.32.150 and § 17.36.2.030.

3. Large amount of miscellaneous debris, exterior storage/salvage materials on the Property. See OCCGF § 8.51.030. See 2019 International Property Maintenance Code (IPMC) 302, 308.

4. The entire residential structure is severely dilapidated and unsafe condition due to the recent fire and deferred maintenance. See International Property Maintenance Code (IPMC) 108, 109, 110, 304 and 305.

This property has been an on-going nuisance and eyesore over the past years, which affects the safety and aesthetics of the neighborhood. The above cited deficiencies constitute a condition that is, in my professional opinion, injurious to health, is indecent or offensive to the senses, is an obstruction to the free use of another's property, so as to interfere with the comfortable enjoyment of life or property of others, is a potential hazard that is inviting trespass or vandalism, and a blight to the community. This condition constitutes a nuisance pursuant to OCCGF § 8.49.010.

Pursuant to OCCGF § 8.49.030, I am now providing you notice of the abatement that is required to be made to mitigate the nuisances listed at the above cited Property. The required improvements and clean-up include:

1. Remove all vehicles mentioned above from the property.
2. Remove all debris/exterior storage/salvage materials, trash from the property in all areas.
3. Demolition of the dilapidated house and foundation with the appropriate permit. Excavated hole backfilled with clean dirt.

Pursuant to OCCGF § 8.49.030, you will have ten (10) days from the date of this notice to commence the improvements listed above. You will have thirty (30) days from the commencement to complete the requirements listed above, or to provide proof of substantial compliance. If the improvements are not commenced and completed within the required time parameters, the Great Falls Planning and Community Development Department will pursue further administrative action on the subject Property, pursuant to OCCGF §§ 8.49.040-.090.

If, after your review of this notice, you have any questions or concerns, please contact Heather Rohlf, City Code Enforcement Officer at 406-455-8574 between the hours of 8:00a.m. to 4:30p.m. Monday through Friday.

Sincerely,



Brock Cherry
Great Falls Planning and Community Development Director

- c. Greg Doyon, City Manager
Rachel Taylor, Deputy City Attorney
David Dennis, City Attorney
Bruce Haman, Building Official
Guardian Tax MT LLC, 920 S 107th Ave Ste 250, Omaha NE 68114
Crowley Fleck PLLP (Eli Patton) PO Box 2529, Billings MT 59103

AFFIDAVIT OF PERSONAL SERVICE OF POSTING

STATE OF MONTANA)

Cascade County)
:SS.

I hereby certify under oath that I posted the foregoing **10 / 30 Day Nuisance Letter** at **321 1st Avenue Southwest (front and rear of the property)**, Great Falls MT on the 18th day of April, 2025, at 2:43 P.M. hours.

Heather Rohlf
Person Who Posted 10 / 30 Day Nuisance Letter
(Signature)

Heather Rohlf
Print Name

State of Montana
County of Cascade

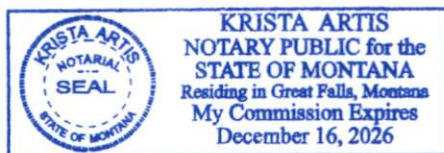
SUBSCRIBED AND SWORN TO before me on this 21st day of April, 2025

State of Montana, County of Cascade

Krista Artis
Print or Type Name

Krista Artis
Signature

Notary Public for the State of Montana,
Residing at Great Falls, Cascade County, Montana



My Commission Expires December 16, 2026

**POSTED
NO TRESPASSING
KEEP OUT**

Handwritten notes on a red background, including names and dates.

DO NOT REMOVE

Violation for removing per City
Code 14.07010
Up to \$500 per occurrence, a Notice To
Appear in Municipal Court will be issued.
VIOLATORS WILL BE PROSECUTED TO
FULFILL INTENT OF THE LAW

Handwritten notes on a white background, enclosed in a blue border.

04/18/2025 14:43

**POSTED
NO TRESPASSING
KEEP OUT**

*Alina + Crystal Lander - All occupants
321 1st Ave SW
Alifant*

Alifant

THIS STRUCTURE SHALL NOT BE OCCUPIED

*Alina + Crystal Lander - All occupants
321 1st Ave SW
Alifant*

Alifant

THIS STRUCTURE SHALL NOT BE OCCUPIED

4/14/2025 PA

[Blue folder containing a document with text, partially obscured]

DO NOT REMOVE

Violation for removing per City

Code 1.4.070 is:
Up to \$500 per occurrence, a Notice To
Appear in Municipal Court will be issued.

**VIOLATORS WILL BE PROSECUTED TO
FULLEST EXTENT OF THE LAW**

04/18/2025 14:46



Planning & Community Development
Room 112
2 Park Drive South (Civic Center)
Great Falls, MT 59401

May 20, 2025

Cecelia B & Ralph N Laverdure
Ruth & Joe Laverdure
Alvina Laverdure
Crystal Laverdure
Creeanna Young
Heirs/Family or Assigns of Ralph and/or Cecelia Laverdure
321 1st Avenue Southwest
Great Falls, Montana 59404-2801

Re: 321 1st Avenue Southwest, Great Falls Montana 59404

Dear All,

I am writing this letter to you as the legal recorded property owner(s) / heirs and/or family or Assigns of Ralph and/or Cecelia Laverdure, or other responsible parties of the above referenced Property. If you no longer own the property, please advise me as soon as possible.

After multiple unanswered notices, you are hereby advised, pursuant to the Official Code of the City of Great Falls (OCCGF) § 8.49.040, that the **Great Falls City Commission will hold a public hearing on July 1, 2025, at 7:00 p.m., in the Commission Chambers at the Civic Center, 2 Park Drive South, Great Falls, to adopt or not adopt a resolution declaring the subject property a nuisance.**

The public hearing will be held pursuant to OCCGF § 8.49.050. The Commission will proceed to hear the testimony of the City personnel and the testimony of any other interested party who may be present and desire to testify regarding the condition of the above stated property. Based on the observations and inspection of the property, the Building Official determined that the current condition of the property constitutes a nuisance including, but not limited to, accumulation of junk, trash and salvage material, white camper with no visible license plate illegally parked, dilapidated residence and a public health and safety concern with no running water, electricity or natural gas making it unsafe and not fit for human occupancy due to the recent fire and deferred maintenance. Apparent conditions on the property constitute a violation of the OCCGF §§ 8.49.030, 8.51.030, 10.13.010, 17.32.150, 17.36.030, and 2019 International Property Maintenance Code (IPMC) §§ 108, 109, 110, 302, 304, 305 and 308. See attached Summary of Inspection Statement for a list and description of observed violations.

You are hereby advised that pursuant to OCCGF § 8.49.050, at the conclusion of the public hearing, the City Commission will declare its findings and vote to adopt or not adopt a resolution declaring the subject property a nuisance. If the Commission adopts a resolution declaring the property a nuisance, the City Clerk will file a certified copy of the resolution with the Cascade County Clerk and Recorder.

RE: 321 1st Avenue Southwest, Great Falls MT 59404
May 20, 2025
Page 2

Pursuant to a nuisance resolution adopted by the Commission, **you will be given a final opportunity** to physically start taking the appropriate action necessary to remove the nuisance on the property within *ten (10) days* from the date of the adopted resolution, and complete abatement of the nuisance within *thirty (30) days* from the date of the resolution. If you fail to abate the nuisance within the stated period, City staff will take all steps necessary to abate the nuisance with all expenses to attach as a lien against the property.

If you have any questions, please contact the Code Enforcement Officer, Heather Rohlf, at 406-455-8574 by email at codeenforce@greatfallsmt.net or in room 112, Planning and Community Development Department at the Civic Center located at #2 Park Drive and Central Avenue.

Sincerely,



Brock Cherry
Great Falls Planning and Community Development Director

- c. Greg Doyon, City Manager
Rachel Taylor, Deputy City Attorney
David Dennis, City Attorney
Bruce Haman, Building Official
Guardian Tax MT LLC, 920 S 107th Ave Ste 250, Omaha NE 68114
Crowley Fleck PLLP (Eli Patton) PO Box 2529, Billings MT 59103 (Attorney for Guardian Tax MT LLC)

CITY OF GREAT FALLS
PO BOX 5021
GREAT FALLS MT 59403

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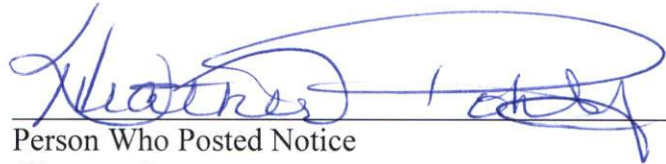
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MT LLC
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AFFIDAVIT OF POSTING NOTICE

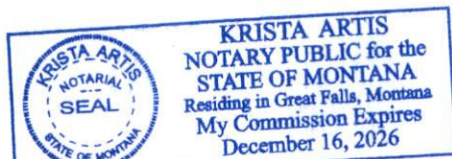
I hereby certify under oath that I posted the foregoing **Public Hearing Notice** at **321 1st Avenue Southwest (front and rear of the property)**, Great Falls MT on the **23rd** day of **May**, 2025, at **7:23 a.m.** hours.


 Person Who Posted Notice
 (Signature)


 Heather Rohl Code Enforcement

State of Montana)
 :SS.
 County of Cascade)

SUBSCRIBED AND SWORN TO before me on this 23rd day of May, 2025,
 by Heather Rohl, known to me to be Code Enforcement for the City of Great Falls.



[Affix Notary Stamp]

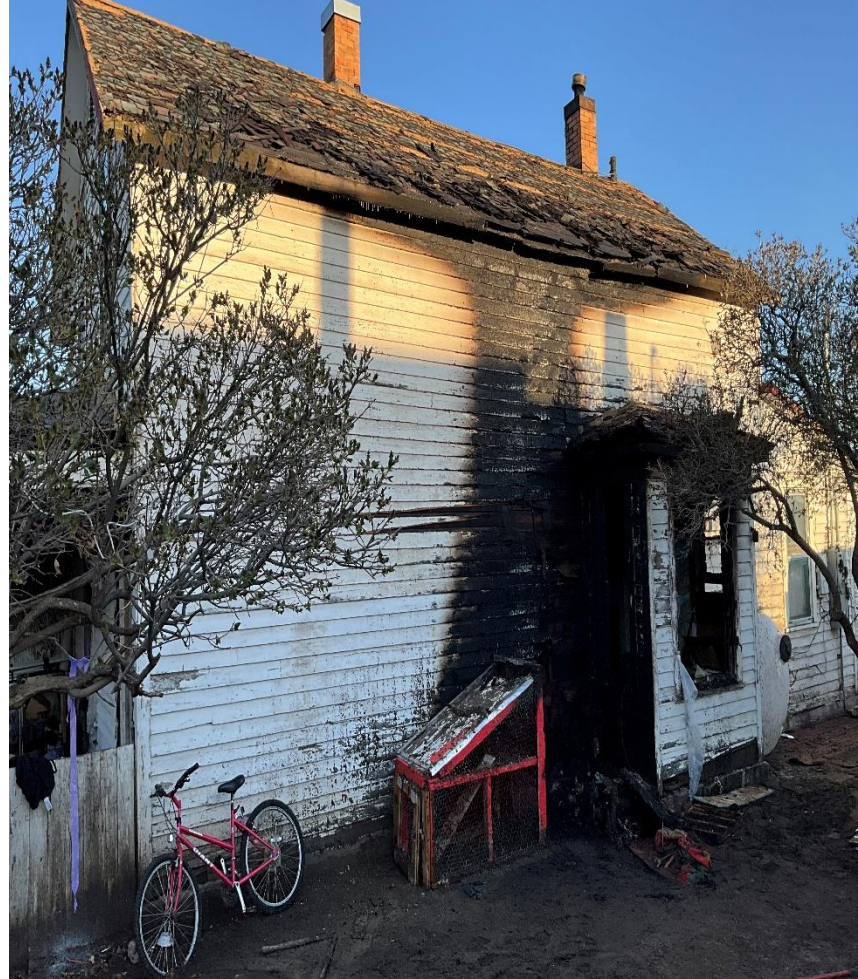

 (Notary's Signature)

This Affidavit of Posting Notice is to be attached to the record described above.





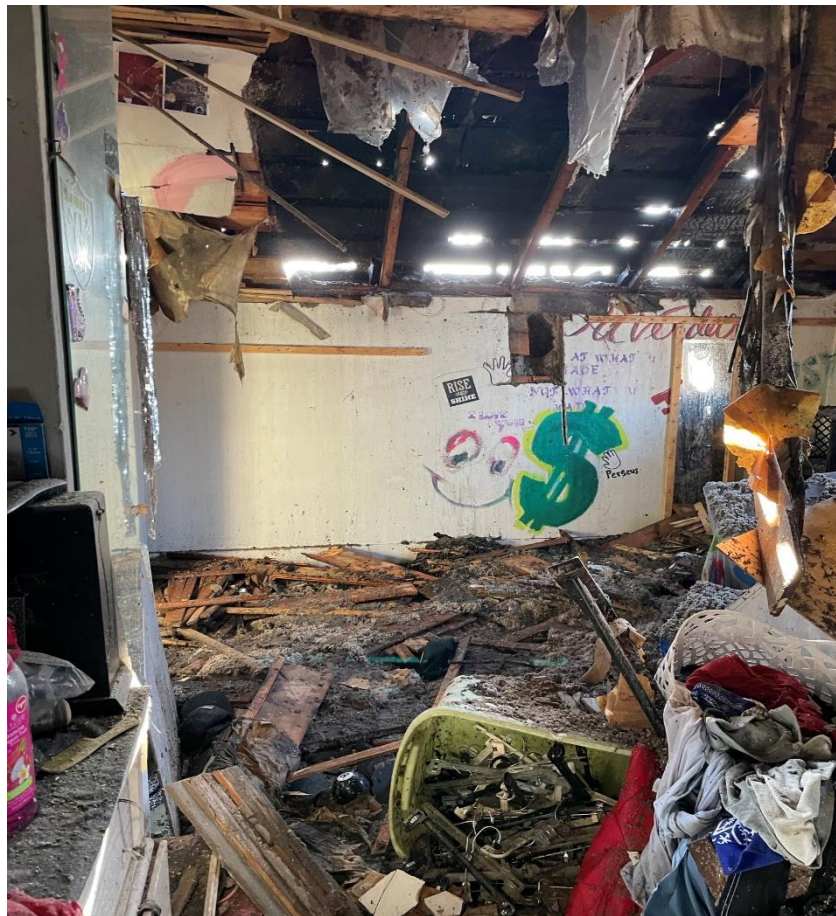




4/14/2025 Fire Dept



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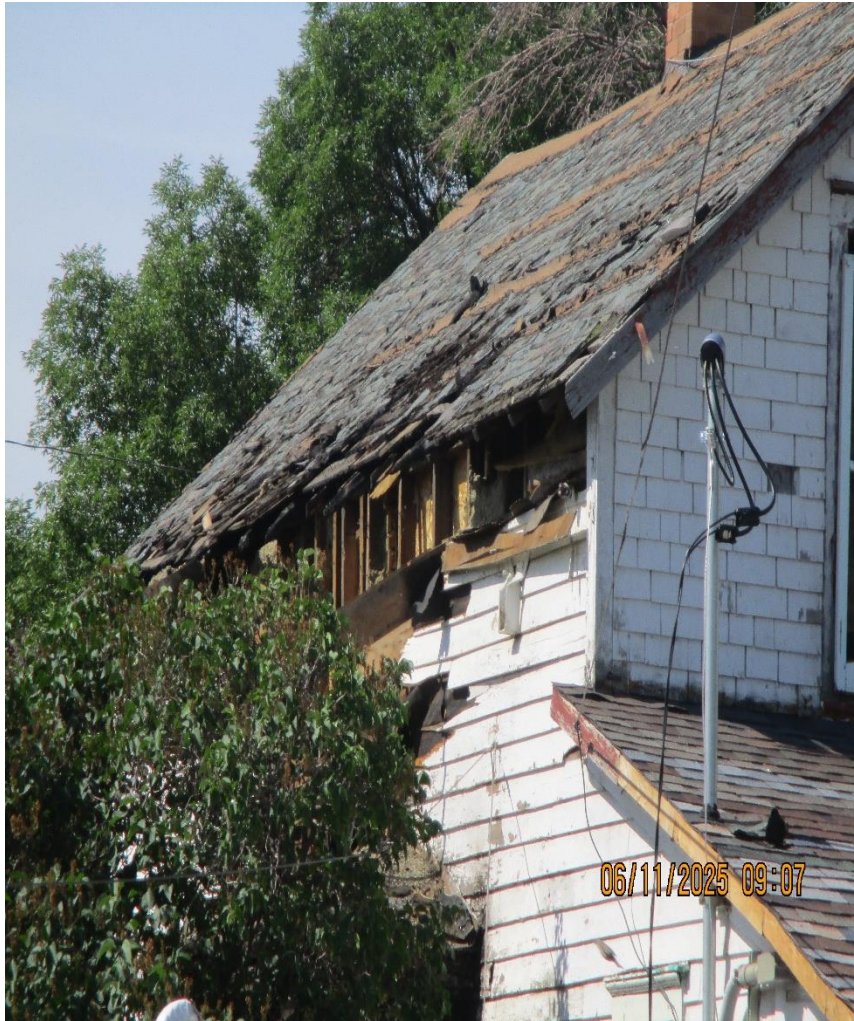
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Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Public Hearing - Ordinance 3275 to assign Planned Unit Development (PUD) zoning to the property legally described as Lot 1A1A of Block 1, Mount Olivet Addition; and approval of the Preliminary Plat of Sanavita Estates including dedication of public right-of-way.

From: Tracy Martello, Assistant City Planner, Planning and Community Development

Initiated By: Benefis Health System, Owner

Presented By: Lonnie Hill, Deputy Director, Planning and Community Development

Action Requested: City Commission adopt Ordinance 3275, approve the Improvement Agreement, and approve the Preliminary Plat including the dedication of the public right-of-way.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3275 to assign Planned Unit Development zoning to the property as legally described in the staff report, the Improvement Agreement, and the accompanying Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicants.”

And;

“I move that the City Commission (approve/deny) the Minor Subdivision Preliminary Plat of Sanavita Estates and accept the dedication therein of 18th Avenue South and 31st Street South as public right-of-way as legally described and shown on the plat, subject to the Conditions of Approval being fulfilled by the applicants.”

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

Staff Recommendation: At the conclusion of a public hearing held on May 13, 2025, the Zoning Commission recommended the City Commission approve the establishment of Planned Unit Development (PUD) zoning for the subject property legally described as Lot 1A1A of Block 1 of Mount Olivet Addition, Section 17, T20N R4E, P.M.M., Cascade County, Montana. Staff recommends approval of the assignment of PUD zoning designation and the Minor Subdivision Preliminary Plat, including dedication public right-of-way, of Sanavita Estates with the following conditions:

Conditions of Approval:

1. **General Code Compliance.** Any future development of the property shall be consistent with the conditions in this report, as well as all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Improvement Agreement.** The applicant shall abide by the terms and conditions and pay all fees specified in the attached Improvement Agreement for the subject property. The Improvement Agreement must be signed by the applicant and recorded with the Cascade County Clerk and Recorder.
3. **Dust Control.** The applicant shall abide by all terms and conditions set by the Environmental Division of the Public Works Department during the building permitting process to mitigate construction dust.
4. **Building Permits.** Development of the proposed project requires building permits and shall comply with the codes and ordinances of the City of Great Falls, the State of Montana, and any other applicable regulatory agencies. The required plans and specifications will be reviewed by representatives from the City's Planning Division, Building Division, Engineering Division, and Great Falls Fire Rescue to ensure full compliance with all regulations.
5. **Final Plat.** The Final Plat of Sanavita Estates Minor Subdivision shall incorporate correction of any errors or omissions noted by staff.
6. **Engineering Drawings.** The final engineering drawings, specifications, and cost estimates for public improvements for Sanavita Estates, shall be submitted to the City Public Works Department for review and approval prior to consideration of the Final Plat.
7. **Land Use & Zoning.** The property's development shall be consistent with the allowed uses and specific development standards of the proposed Planned Unit Development (PUD) zoning district.

Summary: On March 31, 2025, Benefis Health System submitted an application to rezone the 42.91-acre property located at 3015 18th Avenue South in Great Falls. The property is legally described as Lot 1A1A of Block 1, Mount Olivet Addition, located in the SW ¼ of Section 17, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana. The proposal seeks to replace the existing Grandview Planned Unit Development (PUD), approved in 2011, with a new PUD known as Sanavita Estates to better serve current senior housing needs while maintaining the original vision of an independent living community.

The project also includes a minor subdivision to divide the site into four lots, grouped into three PUD zones:

- Zone 1 (Lot 1): Contains the existing Grandview senior living development. No changes are proposed, and the original 2011 PUD standards will continue to apply.
- Zone 2 (Lots 2 and 3):
 - Lot 2 will feature a 64-unit senior apartment building and 28 single-family villas, with amenities including a wine bar, ice cream parlor, and fitness center.

- Lot 3 will serve as open space, acting as a landscaped buffer between the new development and adjacent residential areas.
- The development will be accessed by private roads maintained by Benefis. These roads will not allow on-street parking to comply with emergency access requirements, and all units will include off-street parking.
- Zone 3 (Lot 4): Reserved for future development. Any proposed use upon Lot 4 will require a future PUD amendment through a public process including City Commission approval.

Before construction, Benefis must obtain building permits to ensure the project complies with the approved PUD standards and all applicable City codes. While preliminary site plans and renderings are included in the application, they are conceptual and subject to change during the permit review process. Under the City's Planned Unit Development Ordinance, the project must follow the approved final plan; however, changes may be made as allowed. Major changes, such as increased density or significant layout revisions, require a new application and public review, while minor changes may be approved administratively by City staff without a public hearing.

Establishment of PUD Zoning: The applicant proposes a Planned Unit Development (PUD) zoning designation for the property. According to City code, a PUD is a special type of zoning district that is proposed by the developer to account for a desired mix of uses. Each district is unique and therefore has its own set of development standards which are documented in the Planned Unit Development Document. The applicant states deviations from OCCGF are needed to help the project achieve the goal of providing high-quality housing for seniors, where a thoughtfully designed community will allow for an active lifestyle while providing an opportunity to live in one place as long as possible. The applicant has provided the Planned Unit Development Document in the "*Sanavita Estates Application Packet*", which is provided as an attachment to this agenda report. Within the application, the specifications for land uses, setbacks, private roads, density, and landscaping requirements are listed.

The PUD will include an underlying Zoning District of PLI Public Lands and Institutional. The purpose of an underlying zoning district is to provide guidance on any dimensional standards or uses not addressed as part of the proposed PUD. The PLI district, by definition, is intended to include public institutional uses or facilities, which closely aligns with the proposed development.

The basis for decision for planned unit developments is listed within OCCGF 17.16.29.050 of the Land Development Code. The recommendation of the Zoning Commission and the decision of the City Commission shall at a minimum consider the criteria, which are attached as *Basis of Decision – Planned Unit Development*.

Minor Subdivision Preliminary Plat and Dedication of Right-of-Way: Two public right-of-ways are proposed to be dedicated to the City of Great Falls and constructed as public streets as part of this request. The project includes the extension of 18th Avenue South, which currently terminates at a roundabout. The developer is responsible for extending 18th Avenue South to the intersection of the proposed 31st Street South, which will run north from the intersection of 18th Avenue South to the north property line of the subject property. The purpose of 31st Street South is to support a future north-south connection to 32nd Street South, which is identified in the Medical District Master Plan. This connection will ultimately link the medical district with the greater transportation network, including connection to the neighborhoods to the east, and another route to the signalized intersection of 10th Avenue South at 32nd Street South.

According to OCCGF 17.32.170, streets must be dedicated with City Commission approval. The applicant has submitted a minor subdivision preliminary plat as part of the application, which identifies the proposed public right-of-way locations.

Improvements: An *Improvement Agreement* is provided as an attachment to this agenda report for the subject property, which outlines the responsibilities and timing of various improvements. The developer is required to extend public water mains through the development and connect to the existing water mains as shown on the preliminary civil plans included in application packet, including the addition of the required fire hydrants. In addition, all buildings shall be served by sanitary sewer and stormwater as shown on the preliminary civil plans. Installation of the water, sewer, and stormwater mains is the responsibility of the developer. Public water and sanitary sewer improvements are to be owned and maintained by the City once complete.

Access to the development will be from Indigo, a private drive, and 18th Avenue South, a public right-of-way. The developer agrees to remove the existing roundabout at the terminus of 18th Avenue South and construct two public roadways, 18th Avenue South and 31st Street South. All boulevard improvements, including curbing, sidewalks, and landscaping shall be maintained by the developer. Public roadway improvements are to be owned and maintained by the City once complete. As part of the original Improvement Agreement approved in 2011, the Owner agrees to complete future street improvements to 30th Street South at the time of Lot 4 development. As part of those improvements, the owner will install oversized utilities, with the City agreeing to reimburse up to 50% of the associated utility costs.

Traffic Impact Study Summary: Staff informed the applicant that traffic volumes at full buildout of the entire property likely exceed the threshold of requiring a Traffic Impact Study (TIS) per City code. Accordingly, the applicant provided a TIS for the proposed development as part of this PUD. It is anticipated that a new or revised TIS will be required with the development of Lot 4.

According to the TIS, buildout of the proposed independent senior living development is projected to generate a total of 328 gross average weekday trips with 20 trips (6 entering/14 exiting) generated during the AM peak hour and 24 trips (14 entering/10 exiting) generated during the PM peak hour. The TIS assumes a distribution of 60% of traffic northbound from the development along 29th Street South and 40% of the traffic westbound from the development along 18th Avenue South.

Staff has determined the traffic generation from the proposed development is minimal and should have no negative effect upon the transportation network, however, the report recommends installation of a stop sign at Indigo and 29th Street South and the elimination of the roundabout at the terminus of 18th Avenue South. Staff concurs with these findings, which are the responsibility of the developer to implement.

To improve pedestrian connectivity, a pedestrian connection along the south side of Indigo Lane and the intersection of 29th Street South is necessary. In addition, the bicycle/pedestrian trail at the northern end of the subject property will need to be constructed to City concrete standards between the existing concrete portion upon the subject property and the concrete portion connecting to Russell Park, including across the proposed 31st Street South right-of-way.

The nearest Great Falls Transit bus route is at 29th Street South and 15th Avenue South, within a half mile of a majority of the proposed development. This distance is walkable for a majority of Transit riders, so long as pedestrian facilities are provided. Great Falls Transit also provides on-call Paratransit Service, providing scheduled pick-up and drop-off for riders with mobility limitations.

Growth Policy Compliance: The proposed project is substantially consistent with the overall intent and purpose of the City of Great Falls 2013 Growth Policy Update. Staff finds the City's Growth Policy supports the proposed PUD amendment to facilitate higher density development, providing much needed senior housing. The proposed project is consistent with several of the Plan's policies including:

Social – Housing (page 134)

- Soc1.4.2 Expand the supply of residential opportunities including single-family homes, apartments, manufactured homes, and assisted living facilities.
- Soc1.4.4 Promote a range of housing options and supportive networks to help the elderly remain independent and age in place.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

Economic – Support the Military Mission in Great Falls (pages 151)

- Eco3.1.8 Increase the attractiveness of Great Falls as a destination location for retirees, including military veterans.

Physical - Land Use (page 162)

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

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

Medical District Plan Compliance: The proposed PUD is consistent with the overall intent of the Great Falls Medical District Master Plan, which was adopted in 2007. It supports key goals listed within the plan by providing future connections to adjacent neighborhoods (page 23), establishing senior housing (page 18), and allows for mixed-use development that offers on-site amenities for residents and their visitors (page 16).

Neighborhood Council Input: The project was presented to Neighborhood Council #5 at its regularly scheduled meeting on March 21, 2025, and to Neighborhood Council #6 on May 7, 2025. Community concerns raised at both meetings included dust control during active construction of the development, storm drainage leaving the site, traffic speeds along 29th Street South, and off-street parking for the development. Dust control will be reviewed and monitored by the City Environmental Division of Public Works, which is addressed through the City's building permit process and is also specifically included as a condition of approval of this request. To address stormwater concerns, the applicant completed preliminary civil engineering designs, which outline the proposed stormwater management approach to mitigate stormwater impacts. As detailed above, a Traffic Impact Study (TIS) was conducted to evaluate and correct any traffic-related issues related to the proposed development.

Zoning Commission Public Hearing: During the May 13, 2025 public hearing, the Zoning Commission voiced support for the Sanavita Estates project, noting its alignment with the City's Growth Policy and senior housing goals. Commissioners asked for clarification on open space development, pedestrian access to Russell Park, and the lack of a connection to 32nd Street South. Additionally, public comment was received expressing concern about the development's proximity to existing residential properties, despite the proposed buffer intended to mitigate those impacts. Staff explained that the buffer, Lot 3 retains development potential unless further restricted, but no plans for development have been proposed. The applicant confirmed pedestrian connections will be provided, and staff noted private property prevents

access to 32nd Street South at this time. Concerns from Neighborhood Council meetings—such as dust, stormwater, and traffic—were addressed through the Traffic Impact Study, engineering plans, and permitting conditions. The Commission unanimously recommended approval of both the PUD zoning and the Minor Subdivision Preliminary Plat.

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

Fiscal Impact: Approval of the PUD would have no adverse fiscal impacts on the City of Great Falls. The applicant will pay for the cost of site improvements, including the construction of public improvements serving the development. The project is located within existing fire and police service areas. Public road improvements, including 18th Avenue South, 31st Street South, and public utility improvements, including water, sanitary sewer, and stormwater mains, will be owned and maintained by the City after completion. All private roads, private stormwater features, and open space upon Lot 3 will be privately maintained by Benefis. Additionally, it has been stated by Benefis that Sanavita Estates will be subject to all applicable taxes. They state the development does not align with Benefis's tax exemption status, which requires the provision of clinical services to all patients, including those unable to pay.

The proposed Sanavita Estates features a more compact layout than the original Grandview PUD, allowing for additional senior housing on a smaller portion of the site. The project will introduce 92 new dwelling units, supporting local housing needs while expanding the City's public infrastructure and establishing key roadway connections identified in long-range planning efforts.

Alternatives: The City Commission could recommend denial of Ordinance 3275 and the preliminary plat including the dedication of public right-of-way. For these actions, the City Commission must provide an alternative Basis of Decision.

Attachments/Exhibits:

- Ordinance 3275
- Ordinance 3275 – Exhibit A
- Basis of Decision – Planned Unit Development
- Improvement Agreement
- Sanavita Estates PUD Document
 - PUD Development Standards
 - PUD Zone Exhibit
 - Minor Subdivision Preliminary Plat
 - 2011 Grandview PUD Site Plan
- Preliminary Development Plans
- Traffic Impact Study
- Ordinance 3074 – 2011 Grandview PUD
- Public Comment

ORDINANCE 3275

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO ASSIGN A ZONING CLASSIFICATION OF PLANNED UNIT DEVELOPMENT (PUD), SUPERCEDING AND REPLACING ORDINANCE 3074, TO THE PROPERTY LEGALLY DESCRIBED AS LOT 1A1A OF BLOCK 1, MOUNT OLIVET ADDITION, LOCATED IN THE SW 1/4 OF SECTION 17, T20N, R4E, P.M.M. CASCADE COUNTY, MONTANA.

* * * * *

WHEREAS, the property owner, Benefis Health Systems, has petitioned the City of Great Falls to annex the subject property, which consists of approximately 42.91 acres, as legally described above; and,

WHEREAS, the subject property is currently assigned a zoning classification of Planned Unit Development (PUD) approved as part of Ordinance 3074, which was adopted on May 3, 2011; and,

WHEREAS, Benefis Health Systems has petitioned the City of Great Falls to assign a zoning classification of Planned Unit Development (PUD) to Lot 1A1A, Block 1 of Mount Olivet Addition, which replaces Ordinance 3074; and,

WHEREAS, the Great Falls Planning Advisory Board/Zoning Commission conducted a public hearing on May 13, 2025, to consider said assignment of zoning of Planned Unit Development (PUD), and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the subject property legally described as Lot 1A1A, Block 1, Mount Olivet Addition, Section 17, T20N, R4E, P.M.M., Cascade County, Montana; and,

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 1st day of July, 2025, before final passage of

said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the assignment of zoning of Planned Unit Development (PUD) for said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.29.050, and that the said zoning designation be made.

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

Section 1. It is determined that the herein requested Planned Unit Development (PUD) zoning request meets the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and Section 17.16.29.050 of the OCCGF.

Section 2. That the zoning classification of “Planned Unit Development (PUD)” be assigned to Lot 1A1A, Block 1, Mount Olivet Addition, Section 17, T20N, R4E, P.M.M., Cascade County, Montana, as shown in “Exhibit A”, subject to the setbacks, and other development standards and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission, superseding and replacing Ordinance 3071.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading June 3, 2025.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading July 1, 2025.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

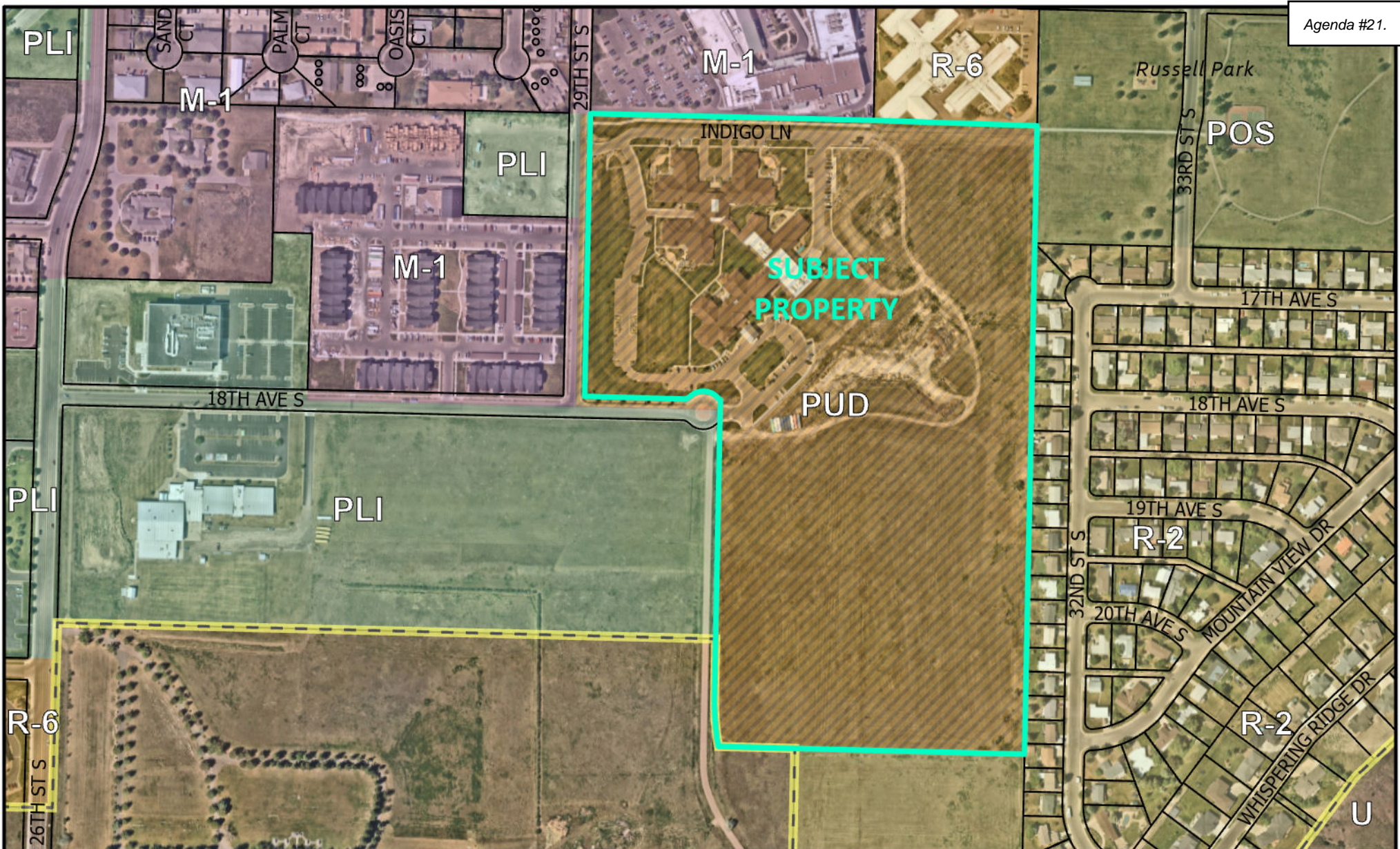
David Dennis, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3275 on the Great Falls Civic Center posting board and the Great Falls City website.

(CITY SEAL)

Lisa Kunz, City Clerk



Ordinance 3275 - Exhibit A

Lot 1A1A of Block 1, Mount Olivet Addition

- Subject Property
- City Limit
- Parcels



0 400 800 Feet

Basis of Decision – Planned Unit Development

Lot 1A1A, Block 1, Mount Olivet Addition, Section 17, T20N, R4E, P.M.M., Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

The basis for decision on Planned Unit Development (PUD) is listed in Official Code of the City of Great Falls § 17.16.29.050 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The development project is consistent with the City's growth policy;

The proposed project is substantially consistent with the overall intent and purpose of the City of Great Falls 2013 Growth Policy Update. The proposal to assign the zoning of PUD for the proposed property will allow Benefis to construct an independent senior living development. Staff finds the City's Growth Policy supports the proposed PUD amendment to facilitate higher density development, providing much needed senior housing. The proposed project is consistent with several of the Plan's policies including:

Social – Housing (page 134)

- Soc1.4.2 Expand the supply of residential opportunities including single-family homes, apartments, manufactured homes, and assisted living facilities.
- Soc1.4.4 Promote a range of housing options and supportive networks to help the elderly remain independent and age in place.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

Economic – Support the Military Mission in Great Falls (pages 151)

- Eco3.1.8 Increase the attractiveness of Great Falls as a destination location for retirees, including military veterans.

Physical - Land Use (page 162)

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

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

2. The development project is consistent with applicable neighborhood plans, if any;

The subject property is located within Neighborhood Council #5. There is no adopted neighborhood plan for Neighborhood Council #5, nor any other Council within the City. The request was presented to Neighborhood Council #5 on March 21st, 2025 and Neighborhood Council #6 on May 7th, 2025.

The proposed PUD is consistent with the overall intent of the Great Falls Medical District Master Plan. It supports key goals listed within the plan by providing future connections to adjacent neighborhoods (page 23), establishing senior housing (page 18), and allows for mixed-use development that offers on-site amenities for residents and their visitors (page 16).

3. The establishment, maintenance, or operation of the development project will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare;

There are no existing public health, safety, or welfare issues that have been identified for the subject property. The zoning assignment will have no impact on these issues. The property is within the City limits and currently receives law enforcement and fire protection service from the City of Great Falls. Providing these services to Sanavita Estates is not expected to have a negative effect on public health and safety.

4. The development project will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

The proposed PUD includes a mix of multi-family and single-family housing, maintaining consistency with the existing Grandview PUD that was approved in 2011. The proposed development in Zone 2 of the PUD also aligns with the established density of 12 units per acre of the original PUD. Additionally, the applicant has incorporated a 1.25-acre landscape buffer lot to separate the development from the adjacent Mountain View Terrace subdivision, helping to preserve neighborhood character. The proposal is not expected to negatively impact the use and enjoyment of nearby properties, nor will it substantially diminish or impair property values in the surrounding area.

5. The development project will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

The Sanavita Estates PUD is proposed as a replacement for the existing Grandview PUD designation currently governing the subject property, which has been partially developed, primarily for nursing care and assisted living. The Sanavita Estates continues with the goal of providing senior living and is not expected to impede the normal and orderly development or improvement of surrounding properties for permitted uses.

6. The proposed design of the building and other structures are compatible with the desired character of the neighborhood;

The design of the proposed buildings and structures is compatible with the desired character of the neighborhood. Maximum building heights and lot coverage have been provided to ensure the development fits within the context of the surrounding area. Furthermore, full build-out of the project will extend the existing bike path, reinforcing the character and connectivity of the surrounding neighborhood.

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

Adequate utilities will be provided to development upon completion of the project. Two public streets are proposed to be dedicated to the City of Great Falls as part of this request. In addition, the development will be served by private drives. City utilities such as water and sewer, will be extended to serve the development. The applicant has submitted preliminary civil engineering plans with the application to demonstrate feasibility with City requirements, including preliminary stormwater plans addressing drainage. The developer will cover the costs associated with extending public utilities to serve the project in addition to the cost of private improvements.

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

The applicant has provided a Traffic Impact Study to address access to the property. Traffic will enter and exit by the private drive, Indigo, and two proposed public streets, 18th Avenue South and 31st Street South. The highest traffic generation is expected during the PM peak period, with an estimated 24 trips (14 entering and 10 exiting), which is considered minimal and is not expected to negatively impact the surrounding area. To manage traffic flow, the developer will be required to install a stop sign at the intersection of Indigo and 29th Street and remove the roundabout at the terminus of 18th Avenue South. In addition, staff will require improvements to the pedestrian connectivity of the site, including a sidewalk connecting to 29th Street South and completion of a bicycle/pedestrian trail at the northern end of the property.

IMPROVEMENT AGREEMENT FOR SANAVITA PLANNED UNIT DEVELOPMENT BY BENEFIS HEALTH SYSTEM INC., UPON THE PROPERTY LEGALLY DESCRIBED AS LOT 1A1A BLK 1 OF MOUNT OLIVET, SECTION 17, T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA

The following is a binding Agreement dated this 20th day of May, 2025, between **BENEFIS HEALTH SYSTEM INC.**, hereinafter referred to as "**Owner**", and the **CITY OF GREAT FALLS**, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "**City**", regarding the requirements and conditions for approval of a Planned Unit Development (PUD) zoning designation and development of the 42.9 acres Benefis Sanavita projected comprised of a tract of land in the corporate limits of the City legally described as **Lot 1A1A, Block 1 of Mount Olivet, Section 17, T20N R4E, P.M.M., Cascade County, Montana**, with an address of **3015 18th Ave South, Great Falls, Montana**, hereinafter referred to as "**Subject Property**". The Owner agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §§ 17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

The Owner and City previously designated the Subject Property as a PUD in a *Developer Agreement for Grandview at Benefis PUD*, dated May 11, 2011, and recorded as R0234738 on June 2, 2011, in the records of Cascade County. The City and Owner agree that by their signature below, the 2011 *Developer Agreement for Grandview at Benefis PUD* is hereby terminated and of no further force and effect. The terms, conditions and obligations of this Agreement, replace the 2011 *Developer Agreement for Grandview at Benefis PUD*.

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

- 1.1** Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the development of the Subject Property;
- 1.2** Insulates the Subject Property from the impact of changes in the City's zoning regulations, provided that no substantial changes in the development of the Subject Property are proposed;
- 1.3** Requires the Owner to guarantee that the agreed-upon improvements contained in this agreement are made in a timely manner by providing the financial securities required by OCCGF;
- 1.4** Provides for the inspection and warranty of the required improvements before they are accepted for operation and maintenance by the City;
- 1.5** Waives protest and appeal by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;
- 1.6** Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;
- 1.7** Contemplates reimbursements to the Owner when neighboring properties that benefit from certain improvements made by the Owner are developed;
- 1.8** Embodies certain conditions that are imposed by the City upon approval of the annexation of the Subject Property in order to facilitate their enforcement; and
- 1.9** Indemnifies the City from challenges to its approval of the annexation of the Subject Property, for natural conditions of the Subject Property and for any faults in Owner's assessment of those conditions; and holds it harmless from errors and omissions in the approval and oversight of the improvements relating to development of the Subject Property.

2. Duration. The term of this Agreement begins at the date here above written and with the exceptions stated

below, is a perpetual recorded agreement between the Owner and the City.

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

2.2 Failure to Build. The Owner's failure to complete improvements in accordance with the final construction plans may result in the City retaining the security required in Section 15 of this Agreement. It may also void this Agreement and the vested rights established by Section 9, below.

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

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

3.1 Minor Subdivision Plat. The Plat of Mount Olivet Subdivision, Lot 1A1A is to be filed on record in the Clerk and Recorder's Office of Cascade County, Montana, upon approval by the City of Great Falls.

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

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

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

3.5 Sanavita Planned Unit Development Standards. The Sanavita Planned Unit Development Document, including all associated development standards, tables, and exhibits, is incorporated herein by reference. The Owner agrees that all development upon the Subject Property shall conform to the approved PUD standards. Any deviation not authorized by OCCGF §§ 17.16.29.100 shall be subject to review as a Major or Minor Change as defined in Section 4 of this Agreement and OCCGF.

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

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

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

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

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

4.1.4 Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. The Owner must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

4.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. "Substantial Change" versus "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

4.2.1 A substantial change adds one or more lots; changes the approved uses; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator; A smaller change in the size of a lot, or other minor deviations may be treated as a minor dimensional change and may be approved by the Administrator.

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

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

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

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

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

5.6 Application Fees. In addition to the fees outlined above, application fees paid by the Owner are: the \$4,000.00 application fee for PUD, and the \$400.00 minor subdivision application fee which have been paid prior to this Agreement.

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

7. On-Site Improvements. The on-site improvements required prior to certificate of occupancy of any structure built upon the Subject Property shall include everything required to provide water, sanitary sewer, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, stormwater quality treatment, access, and other requirements as may be required by OCCGF. Access for purposes of emergency vehicles shall be installed to the City specifications prior to the issuance of any building permits for the Subject Property. The Owner shall provide

public utility easements for all required public utilities, including City water, sewer, and storm main easements for mains being dedicated to the City. The Owner agrees to install on-site stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City. Stormwater quantity and quality control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City. Additionally, an enforceable operation and maintenance agreement with the City and the Owner is required to ensure private stormwater control measures function properly.

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

9. Vested Rights. The approval of this Agreement by the City creates a vested right that protects the Owner from changes in the zoning regulations of Title 17 of the OCCGF. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it exempt the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the owner from compliance with changes to state and federal requirements, including those of the Montana Department of Transportation (MDT). This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the approved final construction plans of the development of the Subject Property.

10. Access. Vehicular traffic will ingress/egress from the two access points shown on the attached Site Layout Plan along 18th Avenue South and Indigo Lane, which is a private drive.

11. Required Public Improvements. The public improvements required for the development of the Subject Property shall be installed as shown on the final construction plans that are submitted to and approved by the City prior to issuance of the applicable Certificates of Occupancy for each development phase. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 15.

11.1 Water. The Owner hereby agrees to install and extend looped twelve (12) inch and eight (8) inch public water mains through the development and connect to the existing water mains as shown on the proposed Infrastructure Plans consistent with City standards and submitted plans approved by the City, including the addition of the required fire hydrants. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of water main or fire hydrant located outside of the public right-of-way shall be located in a minimum 20-foot wide City water main easement, the location of which shall be approved by the City. The improvement is to be owned and maintained by the City upon completion.

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

11.3 Stormwater. The Owner agrees to install public storm main piping improvements consistent with City Standards, the City Storm Drainage Design Manual, and approved by the City of Great Falls Public Works Department. Public storm mains and appurtenances are to be owned and maintained by the City upon completion. Any portion of storm main located outside of the public right-of-way being dedicated to the City

shall be located in a minimum 20-foot wide City storm main easement. Private stormwater facilities will not be owned or maintained by the City.

11.4 Roadways and Sidewalks. The Owner agrees to abandon the existing roundabout at the terminus of 18th Avenue South and construct and/or reconstruct roadway and curbing along 18th Avenue South as shown on the proposed Infrastructure Plans. Additionally, the Owner agrees to construct 31st Street South as shown on the proposed Infrastructure Plans. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. All boulevard improvements, including curbing, sidewalks, and landscaping shall be maintained by the Owner.

11.5 Future Street Improvements of 30th St S. The Owner hereby agrees to provide existing and future easements and dedicated rights-of-way as required and install required sanitary sewer, water mains, drainage improvements, street paving, sidewalk and curb and gutter along that portion of 30th Street South within the western boundary of the Project when deemed necessary by the City based upon additional incorporated development in the vicinity utilizing said infrastructure and roadway for access. Owner shall pay the full cost of the equivalent twelve-inch (12") water main and eight-inch (8") sewer main to be installed in the extension of 30th Street South to the property boundary. At such time the actual cost of the above referenced improvements and water main is definitely determined, an amount equal to said costs shall be paid to the City. Owner hereby agrees to pay proportionate share of future street improvements of 30th St S including paving, sidewalks, and curb and gutter and further agrees to pay proportionate share of any future storm drainage improvements within 30th Street South at such time as the City deems necessary. Additionally, to accommodate the long term growth plan that the City foresees, Owner agrees to install required over-sizing (water main) improvement, instead of the standard City required improvements in the portion of 30th St S abutting the Project. City agrees to reimburse Owner for 50% of the over-sizing cost of improvements installed in 30th St S within thirty (30) days of its acceptance of the installations and appropriate billing, including provisions of adequate information and documentation supporting said costs. Owner shall prepare all plans and specifications for the improvements under this section in accordance with the standards of the City, and with the review and approval of the City Engineer and the City Public Works Department.

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

13. Waiver of Protest. Owner agrees to waive protest against the creation of one or more special improvement districts for the construction and maintenance of necessary facilities, including, but not limited to, stormwater management facilities, sanitary sewer facilities, sanitary sewer lift stations, roadways and major streets. As with all other provisions of this agreement, this waiver applies to the Binding Effect of Section 20.

14. Warranty, Ownership and Inspection of Public Improvements. The Owner is responsible for the repair or replacement of any faults in the materials or workmanship of the required on-site and off-site public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City receiving 10% of the security required by Section 15 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair, or replacement of any of the required improvements, in which case funds will be held by the City until that dispute is resolved. The release of warranty funds follow the procedure established in Section 15 of this Agreement for the release of securities.

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

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

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 14. Following the final required inspection and City Approval of the public improvements, the Director of Public Works shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. If all other improvements relating to the development of the Subject Property are in compliance with all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the City Clerk to release the security to the Owner, minus the retained portion to be held in warranty as required by Section 14 of this Agreement.

16. Maintenance Districts. The Owner hereby agrees to waive its right to protest and appeal the lawful creation of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Property.

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

18. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Subject Property for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned City zoning classifications of Planned Unit Development (PUD) for the Subject Property.

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

The Owner shall indemnify, hold harmless and defend the City, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to the Subject Property described herein including, but not limited to, approval and oversight of the improvements related to development of the Subject Property. This indemnification by the Owner shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City. Any obligation of the City shall be limited by the amounts set forth in MCA § 2-9-108.

Upon the transfer of ownership of the Lots comprising the Subject Property, the prior owner's (whether it is the Owner that signed this Agreement or a subsequent owner) indemnity obligation herein is released, for the Lots transferred, and the indemnity obligation runs to the new owner of the Lot(s). Only the owner of the Subject Property, or Lot(s) contained therein, with adverse conditions at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of uninvolved Lot(s) is obligated to indemnify.

20. Binding Effect. The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

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

THE CITY OF GREAT FALLS, MONTANA

A Municipal Corporation of the State of Montana

Gregory T. Doyon, City Manager

ATTEST:

(Seal of City)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT*:

David Dennis, City Attorney

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

Benefis Health System Inc.

By: Kaci Husted

Its: System Senior Vice President

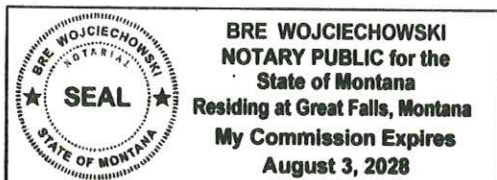
State of Montana

County of Cascade :SS.

On this 20 day of May, in the year Two Thousand and Twenty-Five, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Kaci Husted, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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

(NOTARIAL SEAL)



Bre Wojciechowski
Notary Public

Sanavita Estates Independent Living Planned Unit Development

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1.00 Sanavita Estates Independent Living Planned Unit Development Purpose & Summary

The purpose of this document is to describe allowable land uses and identify those deviations from Title 17 of the City of Great Falls Land Development Code regarding the Grandview Planned Unit Development (Grandview PUD). The Grandview project is zoned as Planned Unit Development (PUD).

This application seeks to replace the current Grandview PUD approval. The Sanavita Estates project will be zoned as Planned Unit Development (PUD) with an underlying zone of Public Lands and Institution (PLI), as such, all associated uses and development standards are incorporated into this document in addition to the uses and development standards listed in the subsequent tables.

The existing Grandview PUD approved a variety of uses for a Continuing Care Retirement Community on a ~42.9 acre site in 2011. While the existing approval broke the site into three (3) zones, only Zone 1 was ultimately constructed. Construction for Zone 1 was completed in 2012. Since that time, plans for the site have shifted and Benefis would like to update the existing PUD to reflect modern design needs and subdivide the site into four (4) parcels.

This proposed project maintains the original vision for the site as an independent senior living community designed to provide high-quality housing and a supportive, active environment for seniors. Sanavita Estates will offer a new independent senior living option for the city of Great Falls. When complete, residents will have a modern, thoughtfully designed community as their housing needs change without having to leave the. The community is designed with the resident's needs in mind and provides an opportunity for seniors to live in one location for as long as possible.

An exhibit depicting each PUD Zone is enclosed. The proposed Sanavita Estates PUD will split the site into three (3) zones:

- **Zone 1:** Proposed Lot 1, Existing Grandview facility constructed in 2012 (12.67 acres)
- **Zone 2:** Proposed Lot 2- One (1) three-story apartment building with amenity spaces & 28 detached residential units with attached garages (9.64 acres), Proposed Lot 3-open space (1.25 acres) and associated public ROW for the extension of 31st Street South and 18th Avenue South.
- **Zone 3:** Proposed Lot 4, Development Restricted Lot (17.20 acres)

In addition to uses listed as permitted in the underlying PLI zone, additional uses defined in city code are also proposed and listed in the Allowed Uses Table for each zone. Further uses not found in city code must be defined and permitted in order to facilitate development of the project as designed. Listed below are uses not found in city code but permitted within Sanavita Estates PUD as outlined in Sections 2-4 of this PUD document.

“Assisted Living” means a congregate residential setting that provides or coordinates personal care, 24-hour supervision and assistance (both scheduled and unscheduled), activities, and health-related services.

“Residence, Villa” means a single building typically under 1,500sf, containing one (1) dwelling unit and is not physically attached to any other dwelling unit.

“Independent Senior Living Community” a place that is intended to provide dwelling units for individuals generally fifty-five (55) years of age or older.

2.00 Sanavita Estates Independent Living PUD - Zone 1

Zone 1 is comprised of 12.53 acres and aligns with Lot 1 of the proposed subdivision. The Sanavita Estates project will be zoned as Planned Unit Development (PUD) with an underlying zone of Public Lands and Institution (PLI), as such, all associated uses and development standards are incorporated into this document in addition to the uses and development standards listed in the tables below.

Table A-1: Zone 1 Additional Approved Uses
Professional services Memory Support Commons <ul style="list-style-type: none"> • Restaurant • Tavern • Worship Facility Retirement Home Residence, single-family detached Residence, multi-family Assisted Living Residence, Villa Independent Senior Living Community

Table A-2: Zone 1 Approved Development Standards	
Maximum Building Coverage	50%
Maximum Residential Density	14 units per acre
Building setbacks	10 feet
Minimum Internal Building Setback	20 feet
Off Street Parking Requirements	1 space per 5 nursing beds and 1 space per employee per shift
Maximum Building Height	45 feet

3.00 Sanavita Estates Independent Living PUD Development Standards - Zone 2, Single-family Residential Land Uses (Villas)

Zone 2 is comprised of 10.89 acres and aligns with Lot 2 and Lot 3 of the proposed subdivision. The Sanavita Estates project will be zoned as Planned Unit Development (PUD) with an underlying zone of Public Lands and Institution (PLI), as such, all associated uses and development standards are incorporated into this document in addition to the uses and development standards listed in the tables below.

Zone 2 of the proposed PUD is planned to include a three-story apartment building and 28 detached homes known as The Villas. Zone 2 will also include an extension of 31st Street South and the creation of a 1.25 acre buffer lot between the public road and the existing Mountain View Terrace Subdivision. No buildings are proposed on Lot 3.

The Villas will offer 28 thoughtfully designed maintenance free, independent senior living homes. The proposed rental units provide a detached housing option to residents while also maintaining access to the communal amenities and hospitality services of the apartment building. Each unit will include a modern kitchen design, two bedrooms and two bathrooms and an attached single-car garage and driveway parking.

Zone 2 of Sanavita Estates is designed to emphasize pedestrian connections and active outdoor spaces including rear alley vehicular access and a central courtyard, pedestrian forward tree lined streets and continuous sidewalks. All of these elements are meant encourage residents gather, socialize, and get outside.

Parking and landscaping will meet or exceed to current city standards for new housing projects for senior citizens as prescribed in Chapter 36 Parking and Chapter 44 Landscaping.

There may be up to 10 connections to a public right of way associated with 31st Street S, including both driveways and private drive aisles.

Table B-1: Zone 2 Villas Additional Approved Uses

Professional Services
Memory Support
Restaurant (including but not limited to ice cream & food delivery/pick up)
Tavern (including but not limited to wine lounge)
Worship Facility
Fitness Space
Wellness Spa
Retirement Home
Residence, single-family detached
Residence, multi-family
Assisted Living
Residence, Villa
Independent Senior Living Community

Table B-2: Zone 2 Villas Approved Development Standards

Maximum Building Coverage	50%
Maximum Residential Density	12 units per acre
Building setbacks	10 feet
Maximum Building Height	35 feet

4.00 Sanavita Estates Independent Living PUD Development Standards - Zone 2, Multi-family Land Uses (Residence multifamily)

Zone 2 is comprised of 10.89 acres and aligns with Lot 2 and Lot 3 of the proposed subdivision. . The Sanavita Estates project will be zoned as Planned Unit Development (PUD) with an underlying zone of Public Lands and Institution (PLI) as such, all associated uses and development standards are incorporated into this document in addition to the uses and development standards listed in the tables below.

Zone 2 of the proposed PUD will include the construction and site development of a three-story apartment building and 28 detached homes known as The Villas. Zone 2 will also include an extension of 31st Street and a 1.25 acre open space buffer between the public road and the existing Mountain View Terrace Subdivision.

Plans for the apartment building contain a mix of residential units with an emphasis on providing residents with a variety of on premises recreational & social opportunities. The design includes 64 rental units, including a mix of one-bedroom and two-bedroom apartments. In addition to the residential units, the building will feature a range of secondary community amenities, including a wine bar, an ice cream parlor, and a wellness/fitness center, all intended to promote social interaction, relaxation, and wellness

among residents. Surface lot parking will be provided around the apartment building to accommodate the residents, staff and visitors.

Zone 2 of the PUD is designed to emphasize pedestrian connections and active outdoor spaces including rear alley vehicular access and a central courtyard, pedestrian forward tree lined streets and continuous sidewalks. All of these elements are meant encourage residents gather, socialize, and get outside.

Parking and landscaping will conform or exceed to current city standards for new housing projects for senior citizens as prescribed in Chapter 36 Parking and Chapter 44 Landscaping.

Drive aisles surrounding the apartment building within Zone 2 may be up to twenty-six (26) feet in width in accordance with International Fire Codes (IFC).

Table B-1: Zone 2 Residence multifamily Additional Approved Uses	
Professional Services	
Memory Support	
Restaurant (including but not limited to ice cream & food delivery/pick up)	
Tavern (including but not limited to wine lounge)	
Worship Facility	
Fitness Space	
Wellness Spa	
Retirement Home	
Residence, single-family detached	
Residence, multi-family	
Assisted Living	
Residence, Villa	
Independent Senior Living Community	

Table B-2: Zone 2 Residence multifamily Approved Development Standards	
Maximum Building Coverage	50%
Maximum Residential Density	12 units per acre
Building setbacks	10 feet
Maximum Building Height	56 feet

5.00 Sanavita Estates Independent Living PUD Development Standards - Zone 3, Future Development

Zone 3 is comprised of 17.20 acres and aligns with Lot 4 of the proposed subdivision. Development of Lot 4 is unknown at this time, therefore no Development Standards are proposed. Lot 4 is development-restricted until all applicable development standards have been addressed and satisfied.

6.00 Process for Future Changes or Alterations to the Grandview PUD

The Sanavita Estates project will be zoned as Planned Unit Development (PUD) with an underlying zone of PLI as such, all associated uses and development standards are incorporated into this document in addition to the uses and development standards listed in previous sections. Any development standards or uses that are not addressed as part of this PUD Document will be subject to the standards of the PLI zoning district. It is acknowledged that only changes or alterations that aren't addressed as part of the PUD Document or the PLI zoning district are subject to 17.16.29.100 of the City of Great Falls Land Development Code which states:

"A Planned Unit Development shall be developed only according to the approved final plan and all supporting data. The final plan and supporting data together with all recorded amendments shall be binding on the applicants, their successors, grantees, and assigns, and shall limit and control the use of premises (including the internal use of buildings and structures) and location of structures in the Planned Unit Development as set forth therein.

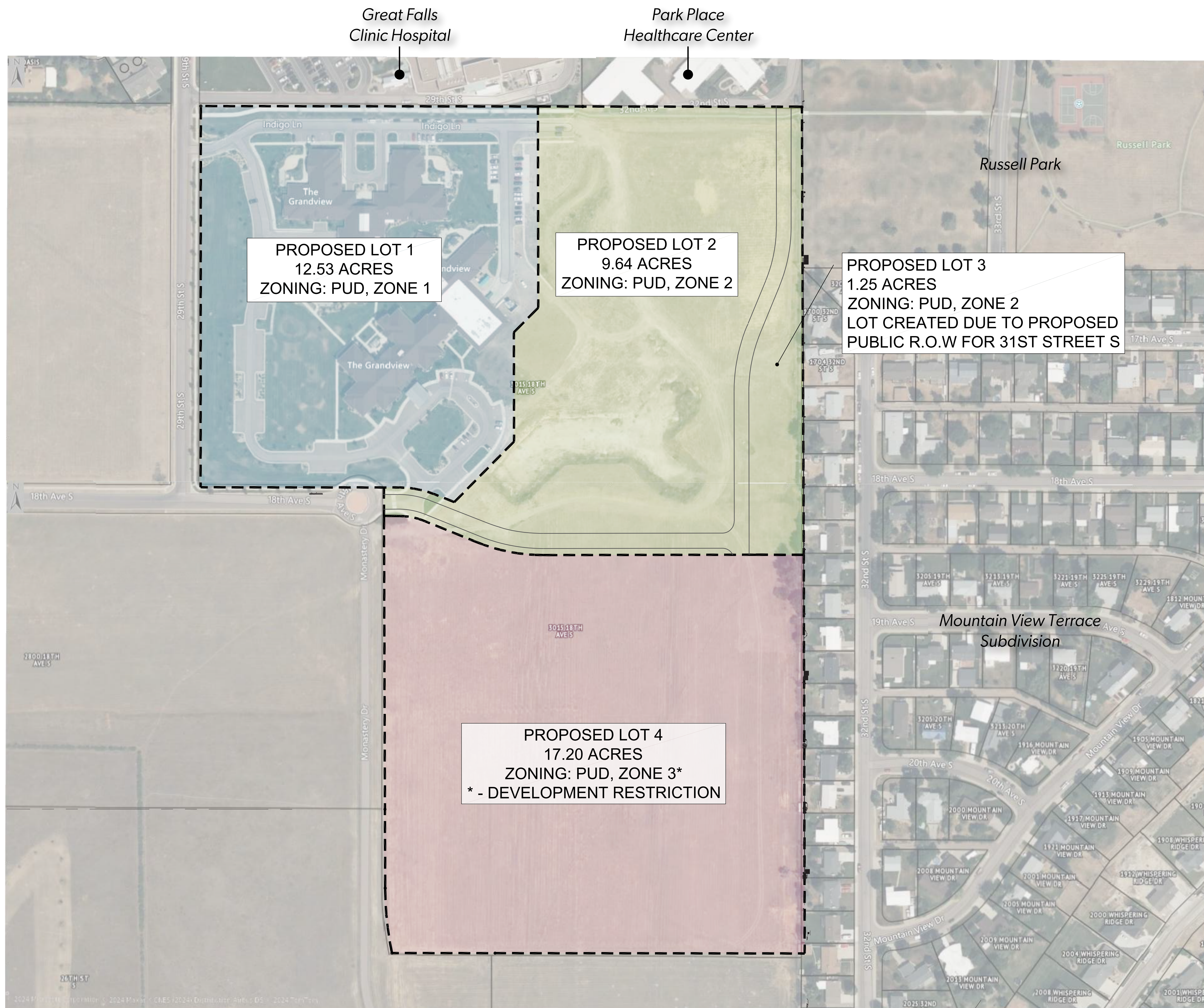
A. Major Changes. Major changes in the plan of development or supporting data similarly approved shall be considered the same as a new petition, and reapplication shall be made in accordance with the procedures for a new application. Major changes include increase in density, heights of buildings, change in location and types of nonresidential land uses, changes in road standards or alignment, changes in the location and/or amount of land devoted to open space, parks or other common facilities.

B. Minor Changes. Minor changes may be approved by the zoning administrator or Planning and Community Development Director following approval of such change by the appropriate property owners' association if applicable. Minor changes are defined as any change not defined as a major change."

Exhibits

- A) PUD Zone Exhibit
- B) Proposed Subdivision Plat
- C) Project Narrative
- D) 2011 Grandview PUD Site Plan

- Zone 1
- Zone 2
- Zone 3



3015 18TH AVENUE SOUTH
GREAT FALLS, MONTANA
SANAVITA ESTATES PUD

© 2025 | ALL RIGHTS RESERVED

PUD SITE PLAN
SUBMITTAL

03.19.2025
PROJ# | BEN24_INSLVNG
DESIGNED BY |
DRAWN BY |
REVIEWED BY |
REVISIONS

**PUD ZONING
MAP
4.10.25**

C120

184

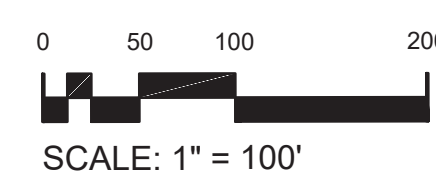
BENCHMARK

CP10 - FIRE HYDRANT ARROW BOLT - ELEVATION GENERATED BY
NGS OPUS SOLUTION REPORT. ELEVATION = 3500.92 FEET
(NAVD88 - COMPUTED USING GEOID18)



1
C120

PUD ZONING MAP



PRELIMINARY PLAT OF
MOUNT OLIVET SUBDIVISION, LOT 1A1A

A MINOR SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.,M.,
CITY OF GREAT FALLS, COUNTY OF CASCADE, STATE OF MONTANA.

PURPOSE OF SURVEY:

The purpose of this survey is to create four lots, including public roadway dedication, dedication of municipal utility easements, and vacation of existing public utility easements and right of way as noted on the plat.

LEGAL DESCRIPTION

Lot 1A1A, of an Amended Plat of Lots 1A1, 1B1, and 1B2, Block 1, of the Amended Plat of Lots 1A and 1B, Block 1, of the Amended Plat of Lot 1, Block 1, Mount Olivet Minor Subdivision, Cascade County, Montana, according to the official plat filed October 12, 2011 as P-2011-0000034, on file and of record in the office of the Clerk and Recorder of said county.

CERTIFICATE OF OWNERS

We the undersigned property owners, do hereby certify that we have caused to be surveyed and platted into Lots, Easements and Streets, as shown on the attached plat. The tract of land to be known as Mount Olivet Subdivision, Lot 1A1A, located in the SW 1/4 of Section 17, Township 20 north, Range 4 east, principal meridian Montana, City of Great Falls, Cascade County, Montana, being more particularly described as follows:

Beginning at the northwest corner of said Lot 1A1A, being a point on the easterly right-of-way line of 29th St. South, and being marked by a 5/8" rebar; thence S89°50'48"E, 801.48 feet; thence S89°50'48"E, 459.98 feet; thence S0°06'10"E, 1778.18 feet; thence N89°50'33"W, 650.09 feet; thence N89°50'33"W, 216.33 feet to the beginning of a non-tangent curve to the right, said curve having a radius of 685.35 feet, to which a radial line bears N78°25'02"E; thence along said curve an arc distance of 137.25 feet; thence N0°06'30"W, 165.58 feet; thence N0°05'13"W, 676.02 feet; thence N89°51'54"W, 384.65 feet; thence N0°07'20"E, 800.36 feet to the POINT OF BEGINNING, containing 42.95 gross acres, more or less.

The undersigned, grantor hereby dedicates, to the City of Great Falls, Grantee, the public streets as shown hereon.

Furthermore, this division is exempt from review by the Department of Environmental Quality per 76-4-125(1)(d) M.C.A. to-wit: As certified pursuant to 76-4-127: Notice of certification that adequate storm water drainage and adequate municipal facilities will be provided. (1) To qualify for the exemption from review set out in 76-4-125(1)(d), the certifying authority shall send notice of certification to the reviewing authority that adequate storm water drainage and adequate municipal facilities will be provided for the subdivision. For a subdivision subject to Title 76, chapter 5, the certifying authority shall send notice of certification to the reviewing authority prior to final plat approval.

Furthermore, Federal, State, and local plans, policies, regulations and/or conditions of subdivision approval that may limit the use of the property, including the location, size and use are shown on the conditions of approval sheet or as otherwise stated.

Furthermore, the undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, the right to the right to the joint use of an easement shown on this plat, for the construction, maintenance, repair, and removal of their lines and facilities, in, over, under, and across each area designated on the plat as "Dry Utility Easement" to have and to hold forever.

Benefis Health System LLC.

Authorized Agent, Benefis Health System LLC.
State of Montana)
County of Cascade) :SS

This instrument was acknowledged before me on this _____ day of _____, 2025. A notary public for the state of Montana, personally appeared, _____ Known to me to be the person whose names are subscribed to the within instrument, and acknowledge to me that they are executed the same.

Notary Public, State of Montana

ACCEPTANCE OF SHOWN NEW CITY OF GREAT FALLS EASEMENTS:

A perpetual public utility easement benefitting the City of Great Falls for the construction, maintenance, enlarging, reducing, replacing, or removal of underground utilities including above ground fire hydrants, valve boxes, and lids for accessing underground utilities, together with all necessary appurtenances thereto, in, under, through and across the real property shown on this plat together with the right to excavate and refill ditches and/or trenches throughout the location of said general utilities. The City of Great Falls or its designee agrees that in the event of any excavation within said easement for purpose of maintenance or repair, the area shall be backfilled and/or restored to its then existing condition. For the protection of said easement, the property owner shall not make or construct any buildings, retaining walls, trees, shrubs, bushes, or other structures (including other utilities) that would impair the maintenance or operation of the utilities placed therein. Asphalt and Portland cement concrete paving, grass, traffic signs, mail boxes, fences, irrigation sprinkler systems are permissible improvements within the land covered by this easement. This grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the City of Great Falls, Montana its successors and assigns. To the fullest extent permitted by law, the property owner shall indemnify, defend, and save the City, its agents, representatives, employees, and officers harmless from and against any and all claims, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to property owner's use of the real property described herein, except for the City's actions under this grant of easement.

DATED this _____ day of _____, 2025

Chairperson,

SURVEYOR'S NOTE:

- All existing easements which were created with the filing of the Amended Plat of Lots 1A1, 1B1, and 1B2, Block 1, of the Amended Plat of Lots 1A and 1B, Block 1, of the Amended Plat of Lot 1, Block 1, Mount Olivet Minor Subdivision, shown on R1 which fall south of the proposed extension of 18th Avenue South are to be expunged with the filing of this subdivision. These easements were specific to a Planned Unit Development (PUD) that was only partially developed and the previous PUD is being replaced in conjunction with this subdivision. Most of the easements associated with the previous PUD were never utilized and are to be vacated with the filing of this plat. Easements from the previous PUD which are currently being utilized and are being retained by the current PUD, are noted on the face of the plat.
- Lot 4 is development-restricted until all applicable development standards have been addressed and satisfied.

CERTIFICATE OF TREASURER

I, Diane Heikkila, County Treasurer of Cascade County, Montana, do hereby certify pursuant to 76-3-207(3), M.C.A. that all real property taxes assessed and levied on the land described herein have been paid.

Diane Heikkila, Cascade County Treasurer Date

Deputy Treasurer Date

Approved: _____, 2025

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, _____, Public works director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying plat and the survey that it represents, and I find the same conforms to the regulations governing the platting of lands and to presently platted adjacent land, as near as circumstances will permit and I do hereby approve the same.

By _____
Public Works Director, City of Great Falls, Montana Date

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, _____, chairman of the said Great Falls Planning Board, Great Falls, Cascade County, Montana, and Brock Cherry, Secretary of said Great Falls Planning Board, do hereby certify that the accompanying plat of Mount Olivet Subdivision, Lot 1A1A, City of Great Falls, Cascade County, Montana, has been submitted to the said Great Falls Planning Board for examination by them and was found by them to conform to law and was approved at a meeting held on the XXXXX day of XXXXX, 2025.

By _____
Chair, Great Falls Planning Board Date

By _____
Secretary, Great Falls Planning Board Date

CERTIFICATE OF CITY COMMISSION

I, Gregory T. Doyon, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that this plat of Mount Olivet Subdivision, Lot 1A1A, was duly examined and approved by the City Commission of the City of Great Falls at its regular meeting held on the XXXXXXX day of XXXXXXX, 2025.

By _____
Gregory T. Doyon, City Manager
City of Great Falls, Montana Date

CERTIFICATE OF SURVEYOR

I, Evan J. Vernon, a registered Land Surveyor, do hereby certify that I have performed the survey shown on the attached Minor Subdivision, or that such work was performed under my direct supervision; that the field work for this survey was completed on November 10, 2024; that said survey is true and complete as shown and that the monuments found and set are of the character and occupy the positions shown thereon.

DATED this _____ day of _____, 20____

Evan J. Vernon P.L.S.
Registration # 48221 LS
Cushing Terrell
306 West Railroad Street
Missoula, MT 59802
406-728-9522
evanvernon@cushingterrell.com

1/4	Sec.	T.	R.
X	17	20N	4E



MOUNT OLIVET MINOR SUBDIVISION, LOT 1A1A

FOR: BENEFIS HEALTH

04.25.2024
DRAWN BY | VERNON
REVISIONS

FILE NO.:
BEN24_INSNLVG_V010

May 6, 2025



Tracy Martello
 Planning & Community Development
 City of Great Falls
 tmartello@greatfallsmt.net

RE: UPDATE #2- Sanavita Estates Independent Living Planned Unit Development & Minor Subdivision

Dear Ms. Martello,

We are pleased to share with you the enclosed updated information for the Sanavita Estates Independent Living Planned Unit Development (PUD) and Minor Administrative Subdivision. This letter is meant to replace the letter dated April 30, 2025.

As advised during a Pre Application Meetings on November 26, 2024 and March 21, 2025, this application seeks to replace the current PUD zoning associated with the site. The existing Grandview PUD approved a variety of uses for a Continuing Care Retirement Community on a ~42.9 acre site in 2011. While the existing PUD broke the site into three (3) zones, only Zone 1 was ultimately constructed. Construction for Zone 1 was completed in 2012. Since that time, plans for the site have shifted and Benefis would like to update the PUD to reflect modern design needs and subdivide the site into four (4) parcels.

SANAVITA ESTATES INDEPENDENT LIVING PLANNED UNIT DEVELOPMENT

This proposed development maintains the original vision for the site as an Independent Senior Living Community designed to provide high-quality housing and a supportive, active environment for seniors. Sanavita Estates will offer a new independent senior living option within the city of Great Falls. Seniors will be able to find a modern, thoughtfully designed community as their housing needs change. The community is designed with the resident's needs in mind and provides an opportunity for seniors to live in one location for as long as possible.

In response to staff comments, Sanavita Estates will be zoned as Planned Unit Development (PUD) with an underlying zone of Public Lands and Institution (PLI), as such, all associated uses and development standards are incorporated into this document, in addition to the uses and development standards listed in the tables found in the PUD document. More information on the requested PUD, including proposed development standards and additional allowed uses, can also be found in the PUD document. A site plan depicting the proposed PUD zones is also enclosed.

SANAVITA ESTATES INDEPENDENT SENIOR LIVING MINOR ADMINISTRATIVE SUBDIVISION

Sanavita Estates PUD also includes a proposed four (4) lot Minor Administrative Subdivision. The proposed lot areas are as follows:

- Lots 1: 12.53 acres
- Lot 2: 9.64 acres
- Lot 3: 1.25 acres
- Lot 4: 17.20 acres

Access to the new lots will be provided through an extension of 18th Ave to the east and 31st Street S to the south. The existing roundabout on 18th Ave will be removed. This alignment conforms to the concept depicted in the Great Falls Medical District Master Plan and responds to initial city comments received during the Pre Application meeting. Included on the plat are the required 60 ft public ROW and necessary easements for utilities and on street parking.

Proposed Lot 3 provides a privately maintained 1.25 acre buffer between the new public road extension and the existing Mountain View Terrace Subdivision.

COMPLIANCE WITH THE GREAT FALLS GROWTH POLICY 2025 IMAGINE GREAT FALLS

Sanavita Estates PUD and Minor Administrative Subdivision align with the Great Falls Growth Policy through supporting many city goals and principles.

Social: To encourage a safe, adequate and diverse supply of housing and fair housing opportunities in the City.

The proposed application includes both single family villas, as well as apartments in the list of approved uses. Including both housing types within the same PUD at this location will facilitate and encourage the addition of new housing typologies to an area of the city that has existing nursing senior care facilities.

Environmental: To create a built environment that encourages active and healthy lifestyles.

In addition to the residential units, the proposed PUD will provide an opportunity for the development of non-residential neighborhood amenities. Proposed approved uses include a wine bar, an ice cream parlor, and a wellness/fitness center, all intended to promote social interaction, relaxation, and wellness among residents. The proposed standards will also encourage outdoor experiences through a series of walking paths and sidewalks, walkers and bicyclists will have a direct connection to the existing shared use path that connects to Russell Park.

Economic: To support and encourage efficient, sustainable development and redevelopment throughout the City.

The application is an example of efficient, sustainable development that the city is looking for. The vacant site is currently underutilized and is ideal for development given its proximity to existing city infrastructure cushingterrell.com

and health care services. The addition of new senior housing options at this location will activate the site with thoughtfully designed residences, creative outdoor spaces and neighborhood amenities all within city limits.

Physical: Develop new and diverse housing supply throughout the City, including single family residential, multi-family, and housing for those with special needs.

The proposed application will create a new independent senior living community that contributes to the city's diverse housing supply. When complete, Sanavita Estates will meet the needs of older residents and provide opportunities for them to stay local as their housing needs change. Providing an active senior housing option within Great Falls will also attract new residents to the area who are seeking modern residential amenities and convenient access to high quality health care.

COMPLIANCE WITH THE GREAT FALLS MEDICAL DISTRICT MASTER PLAN

Sanavita Estates PUD and Minor Subdivision also conform to the themes included in the Great Falls Medical District Vision. The proposed application creates the regulatory foundation necessary for the development of new senior housing which brings a significant investment to the District. The vacant site is currently underutilized and is ideal for development given its proximity to existing infrastructure and health care services. The addition of new senior housing options at this location will activate the site with thoughtfully designed residences, creative outdoor spaces and neighborhood amenities all within city limits.

Further, Sanavita Estates will meet the needs of older residents and provide opportunities for them to stay local even as their housing needs change. Providing an active senior housing option within Great Falls will also attract new residents to the area who are seeking residential amenities and convenient access to high quality health care. Creating opportunities to retain existing residents while at the same time attracting new residents aligns with the Medical District vision and will contribute well to the city population and economy.

Finally, the proposed PUD and Minor Subdivision will also improve both vehicular and nonmotorized circulation and connectivity in the area through the extension of 18th Street and 31st Street and the creation of a pedestrian pathway network. The road extensions will be constructed to city standards and include 5 ft wide sidewalks. Through a series of walking paths and sidewalks, walkers and bicyclists will have a direct connection to the existing shared use path that connects to Russell Park.

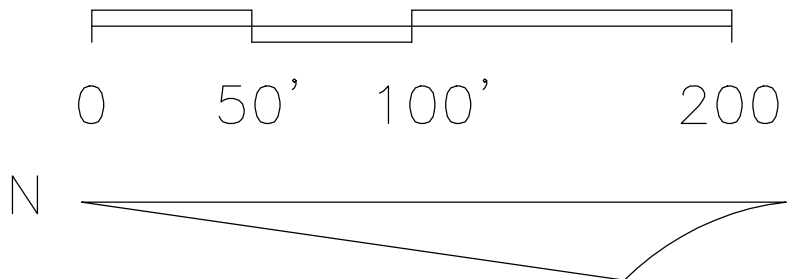
An application form, record drawings, utility reports and responses to city comments have also been provided to staff for review. We are scheduled to attend Neighborhood Council #5 on April 21st and Neighborhood Council #6 on May 7th. We look forward to continuing the discussion of the proposed project. Please let me know if any additional information is needed.

Sincerely,

Nicole Olmstead

Nicole Olmstead, AICP
Land Planner

cushingterrell.com



SANAVITA ESTATES - INDEPENDENT SENIOR LIVING
PROJECT # BEN24_INSNLVG
LOCATED IN SECTIONS 4, 5 & 8, TOWNSHIP 9 NORTH, RANGE 72 WEST OF THE 6TH P.M.,
AND IN SECTIONS 31 & 32, TOWNSHIP 10 NORTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF CASCADE, STATE OF MONTANA

OWNER

BENEFIS HEALTH
3015 18TH AVE SOUTH
GREAT FALLS, MT

CONSULTANT TEAM

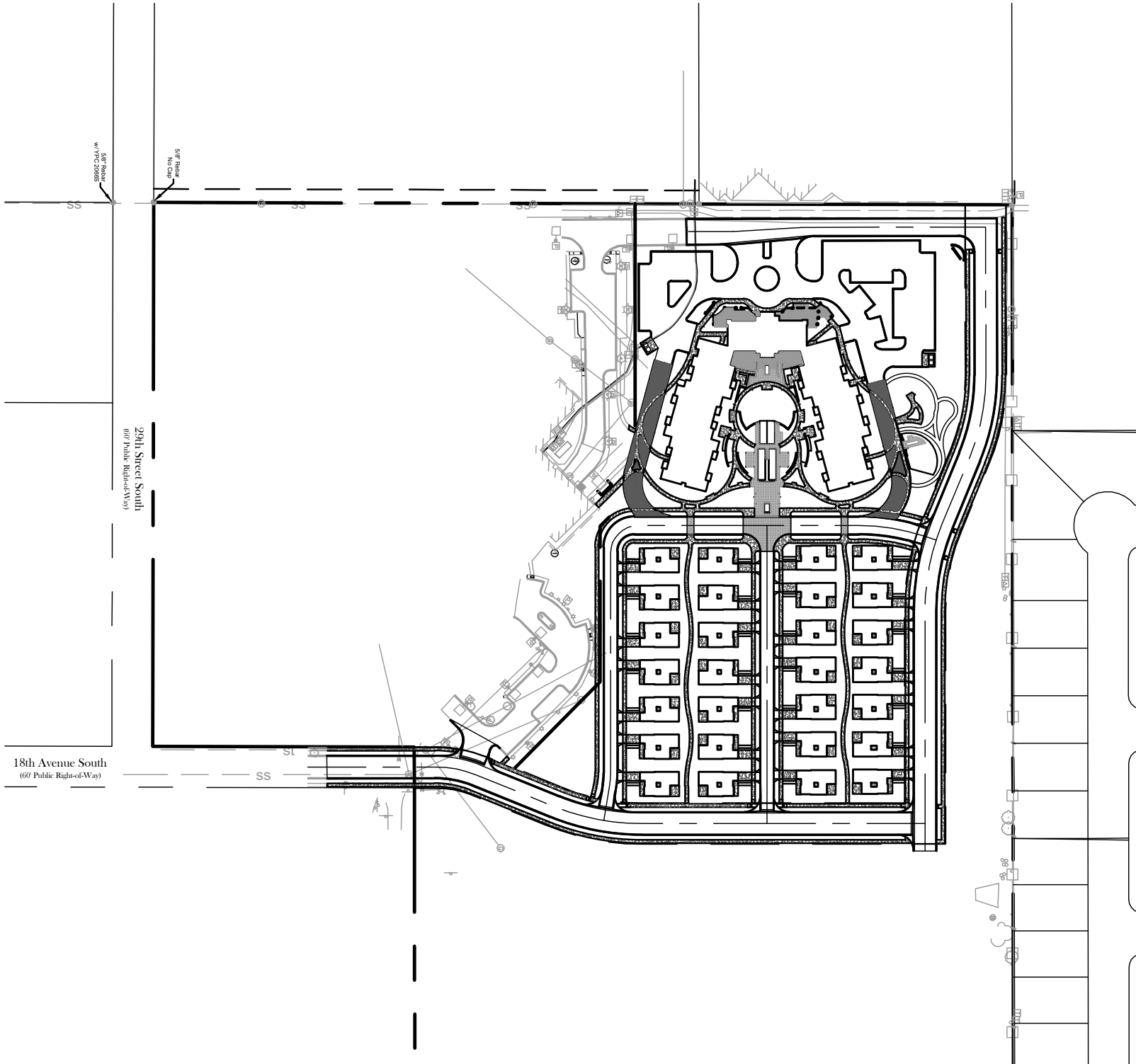
ARCHITECT
CUSHING TERRELL
KARL DECOCK
13 N 23RD ST
BILLINGS, MT 59101

CIVIL ENGINEER
CUSHING TERRELL
IAN GRAHAM, PE
219 2ND AVE S
GREAT FALLS, MT 59405
(406) 500-3505

JURISDICTIONAL CONTACTS

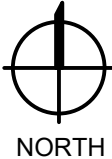
CITY OF GREAT FALLS
PLANNING AND COMMUNITY
DEVELOPMENT DEPT.
TRACY MARTELLO
PLANNER
2 PARK DRIVE
GREAT FALLS, MT 59401

ENGINEERING AND PUBLIC WORKS
MARK JURAS
DEVELOPMENT REVIEW COORD.
1025 25TH AVE NE
GREAT FALLS, MT 59404
(406) 455-8120



VICINITY MAP

SCALE: 1" = 200'



SHEET INDEX	
Sheet Number	Sheet Title
C000	COVER SHEET
C001	GENERAL NOTES & LEGEND
C002	EXISTING CONDITIONS & DEMO PLAN
C100	OVERALL SITE PLAN
C101	NORTH SITE PLAN
C102	SOUTH SITE PLAN
C110	FIRE APPARATUS PLAN
C120	PUD ZONING MAP
C200	OVERALL GRADING PLAN
C201	PRELIMINARY GRADING PLAN
C202	PRELIMINARY GRADING PLAN
C300	OVERALL UTILITY PLAN
C301	PRELIMINARY UTILITY PLAN
C302	PRELIMINARY UTILITY PLAN
C400	DETAILS
C410	CITY OF GREAT FALLS DETAILS
C411	CITY OF GREAT FALLS DETAILS
C412	CITY OF GREAT FALLS DETAILS
L100	GENERAL NOTES & CODE REQUIREMENTS
L101	OVERALL LANDSCAPE PLAN
L102	LANDSCAPE PLAN
L103	LANDSCAPE PLAN
L104	LANDSCAPE PLAN
L105	LANDSCAPE PLAN
L106	VILLA ENLARGEMENTS
L107	VILLA ENLARGEMENTS
L501	PLANTING DETAILS

GENERAL NOTES

1. ALL WORK, MATERIALS AND DETAILS PERTAINING TO CONSTRUCTION SHALL BE IN COMPLETE ACCORDANCE WITH THE CITY OF GREAT FALLS LAND USE CODE, PROJECT SPECIFICATIONS, AND ALL OTHER GOVERNING AGENCIES' STANDARDS. REFER TO THE PROJECT SPECIFICATIONS FOR COMPLETE WORK COVERAGE.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR STORM WATER QUALITY DURING CONSTRUCTION. CONTRACTOR SHALL OBTAIN AND COMPLY WITH ALL CURRENT REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES), AND LOCAL MS4 REQUIREMENTS WHERE APPLICABLE. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND MAINTENANCE OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THROUGHOUT THE DURATION OF THE PROJECT.
3. THE CONTRACTOR SHALL PROTECT ADJACENT PROPERTIES, PUBLIC AND PRIVATE, AT ALL TIMES DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL CONTROL DUST IN ACCORDANCE WITH REGULATIONS OF LOCAL AIR POLLUTION CONTROL AUTHORITY.
5. CONTRACTOR TO PROTECT ALL EXISTING UTILITIES, SIGNS AND EXISTING STRUCTURES. THE CONTRACTOR IS RESPONSIBLE TO REPAIR BACK TO ORIGINAL OR BETTER CONDITION IF DAMAGE HAS OCCURRED DURING CONSTRUCTION.
6. CONTRACTOR SHALL REVIEW EXISTING CONDITIONS AND COORDINATE WITH OWNER, CITY OF GREAT FALLS AND ENGINEER / ARCHITECT PRIOR TO DEMOLITION ACTIVITIES.
7. TRAFFIC, BOTH VEHICULAR AND PEDESTRIAN SHALL BE PROTECTED BY EFFECTIVE BARRICADES AND SIGNS IN ACCORDANCE WITH MUTCD GUIDANCE. EFFECTIVE LIGHTING OF OBSTRUCTIONS SHALL BE PROVIDED AT NIGHT.
8. OWNER WILL SECURE ALL NECESSARY UTILITY PERMITS REQUIRED FOR THE COMPLETION OF THE PROJECT. CONTRACTOR SHALL PERFORM ALL WORK IN STRICT ACCORDANCE WITH PERMIT REQUIREMENTS.
9. UNLESS OTHERWISE INDICATED, ALL CONSTRUCTION STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A STATE OF MONTANA LICENSED LAND SURVEYOR.
10. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED DRAWINGS ON THE CONSTRUCTION SITE AT ALL TIMES. ANY APPROVED DEVIATIONS IN CONSTRUCTION FROM THE APPROVED DRAWINGS SHALL BE NOTED ON THIS SET. THE LOCATION AND DEPTH OF ALL UTILITIES ENCOUNTERED SHALL BE RECORDED AND KEPT UP TO DATE AT ALL TIMES AND AVAILABLE FOR INSPECTION BY THE OWNER'S REPRESENTATIVE UPON REQUEST. FAILURE TO COMPLY MAY RESULT IN DELAY IN PAYMENT AND/OR FINAL ACCEPTANCE OF THE PROJECT.
11. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A CLEAN SET OF FIELD DRAWINGS CONTAINING ALL AS-BUILT INFORMATION TO THE ENGINEER.
12. IF WITHIN ONE YEAR OF THE FINAL ACCEPTANCE BY THE OWNER, ANY WORK IS FOUND TO BE DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND/OR DRAWINGS, AND UPON WRITTEN NOTICE FROM THE ENGINEER OR OWNER, THE CONTRACTOR SHALL CORRECT ANY WORK BEGINNING WITHIN SEVEN (7) CALENDAR DAYS OF RECEIPT OF NOTICE. SHOULD THE CONTRACTOR FAIL TO RESPOND TO THE WRITTEN NOTICE, THE OWNER MAY CORRECT THE WORK AT THE CONTRACTOR'S EXPENSE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPORTING AND/OR EXPORTING ALL MATERIAL AS REQUIRED TO PROPERLY GRADE THIS SITE TO THE FINISHED ELEVATIONS SHOWN HEREON AS WELL AS THE LEGAL DISPOSAL OF WASTE IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
14. CONTRACTOR IS RESPONSIBLE TO COORDINATE ALL SITE WORK WITH ALL OTHER TRADES.
15. SAFETY - NEITHER THE OWNER NOR THE ENGINEER WILL BE RESPONSIBLE FOR COMPLIANCE WITH SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS.
16. ANY BURNING ON SITE SHALL BE SUBJECT TO LOCAL ORDINANCES.
17. THE CONTRACTOR IS RESPONSIBLE TO CALL 1-800-424-5555 (OR 811) AT LEAST 2 WORKING DAYS PRIOR TO ANY EARTH DISTURBING ACTIVITIES OR UTILITY EXCAVATIONS.

BENCHMARK

CP 10 - FIRE HYDRANT ARROW BELT - ELEVATION GENERATED BY NGS OPUS SOLUTION REPORT. ELEVATION = 3500.92 FEET (NAVD88 - COMPUTED USING GEOID18)

3015 18TH AVENUE SOUTH
GREAT FALLS, MONTANA 59405

SANAVITA ESTATES

CUSHING TERRELL GENERAL NOTES

1. ALL WORK, MATERIALS AND DETAILS PERTAINING TO CONSTRUCTION SHALL BE IN COMPLETE ACCORDANCE WITH THE CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS, PROJECT SPECIFICATIONS, AND ALL OTHER GOVERNING AGENCIES' STANDARDS. REFER TO THE PROJECT SPECIFICATIONS FOR COMPLETE WORK COVERAGE.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR STORM WATER QUALITY DURING CONSTRUCTION. CONTRACTOR SHALL OBTAIN AND COMPLY WITH ALL CURRENT REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES), AND LOCAL MS4 REQUIREMENTS WHERE APPLICABLE. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND MAINTENANCE OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THROUGHOUT THE DURATION OF THE PROJECT.
3. THE CONTRACTOR SHALL PROTECT ADJACENT PROPERTIES, PUBLIC AND PRIVATE, AT ALL TIMES DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL CONTROL DUST IN ACCORDANCE WITH REGULATIONS OF LOCAL AIR POLLUTION CONTROL AUTHORITY.
5. CONTRACTOR TO PROTECT ALL EXISTING UTILITIES, SIGNS AND EXISTING STRUCTURES. THE CONTRACTOR IS RESPONSIBLE TO REPAIR BACK TO ORIGINAL OR BETTER CONDITION IF DAMAGE HAS OCCURRED DURING CONSTRUCTION.
6. CONTRACTOR SHALL REVIEW EXISTING CONDITIONS AND COORDINATE WITH OWNER, CITY OF GREAT FALLS AND ENGINEER / ARCHITECT PRIOR TO DEMOLITION ACTIVITIES.
7. TRAFFIC, BOTH VEHICULAR AND PEDESTRIAN SHALL BE PROTECTED BY EFFECTIVE BARRICADES AND SIGNS IN ACCORDANCE WITH MUTCD GUIDANCE. EFFECTIVE LIGHTING OF OBSTRUCTIONS SHALL BE PROVIDED AT NIGHT.
8. OWNER WILL SECURE ALL NECESSARY UTILITY PERMITS REQUIRED FOR THE COMPLETION OF THE PROJECT. CONTRACTOR SHALL PERFORM ALL WORK IN STRICT ACCORDANCE WITH PERMIT REQUIREMENTS.
9. UNLESS OTHERWISE INDICATED, ALL CONSTRUCTION STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A STATE OF MONTANA LICENSED LAND SURVEYOR.
10. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED DRAWINGS ON THE CONSTRUCTION SITE AT ALL TIMES. ANY APPROVED DEVIATIONS IN CONSTRUCTION FROM THE APPROVED DRAWINGS SHALL BE NOTED ON THIS SET. THE LOCATION AND DEPTH OF ALL UTILITIES ENCOUNTERED SHALL BE RECORDED AND KEPT UP TO DATE AT ALL TIMES AND AVAILABLE FOR INSPECTION BY THE OWNER'S REPRESENTATIVE UPON REQUEST. FAILURE TO COMPLY MAY RESULT IN DELAY IN PAYMENT AND/OR FINAL ACCEPTANCE OF THE PROJECT.
11. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A CLEAN SET OF FIELD DRAWINGS CONTAINING ALL AS-BUILT INFORMATION TO THE ENGINEER. *(Only if required in contract with owner)*
12. IF WITHIN ONE YEAR OF THE FINAL ACCEPTANCE BY THE OWNER, ANY WORK IS FOUND TO BE DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND/OR DRAWINGS, AND UPON WRITTEN NOTICE FROM THE ENGINEER OR OWNER, THE CONTRACTOR SHALL CORRECT ANY WORK BEGINNING WITHIN SEVEN (7) CALENDAR DAYS OF RECEIPT OF NOTICE. SHOULD THE CONTRACTOR FAIL TO RESPOND TO THE WRITTEN NOTICE, THE OWNER MAY CORRECT THE WORK AT THE CONTRACTOR'S EXPENSE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPORTING AND/OR EXPORTING ALL MATERIAL AS REQUIRED TO PROPERLY GRADE THIS SITE TO THE FINISHED ELEVATIONS SHOWN HEREON AS WELL AS THE LEGAL DISPOSAL OF WASTE IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
14. CONTRACTOR IS RESPONSIBLE TO COORDINATE ALL SITE WORK WITH ALL OTHER TRADES.
15. SAFETY - NEITHER THE OWNER NOR THE ENGINEER WILL BE RESPONSIBLE FOR COMPLIANCE WITH SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS.
16. ANY BURNING ON SITE SHALL BE SUBJECT TO LOCAL ORDINANCES.
17. THE CONTRACTOR IS RESPONSIBLE TO CALL 1-800-424-5555 (OR 811) AT LEAST 2 WORKING DAYS PRIOR TO ANY EARTH DISTURBING ACTIVITIES OR UTILITY EXCAVATIONS.

PROJECT CONDITIONS

1. STRUCTURES TO BE DEMOLISHED WILL BE DISCONTINUED IN USE AND VACATED PRIOR TO THE START OF WORK.
2. THE OWNER ASSUMES NO RESPONSIBILITY FOR CONDITION OF STRUCTURES TO BE DEMOLISHED.
3. CONDITIONS EXISTING AT TIME OF INSPECTION FOR BIDDING PURPOSES WILL BE MAINTAINED BY OWNER AS PRACTICABLE. VARIATIONS WITHIN STRUCTURES MAY OCCUR BY OWNER'S REMOVAL AND SALVAGE OPERATIONS PRIOR TO START OF DEMOLITION WORK.
4. UNLESS OTHERWISE INDICATED IN CONTRACT DOCUMENTS OR SPECIFIED BY THE OWNER, ITEMS OF SALVAGEABLE VALUE TO CONTRACTOR SHALL BE REMOVED FROM SITE AND STRUCTURES. STORAGE OR SALE OF REMOVED ITEMS ON SITE WILL NOT BE PERMITTED AND SHALL NOT INTERFERE WITH OTHER WORK SPECIFIED IN CONTRACT DOCUMENTS.
5. EXPLOSIVES SHALL NOT BE BROUGHT TO SITE OR USED WITHOUT WRITTEN CONSENT OF AUTHORITIES HAVING JURISDICTION. SUCH WRITTEN CONSENT WILL NOT RELIEVE CONTRACTOR OF TOTAL RESPONSIBILITY FOR INJURY TO PERSONS OR FOR DAMAGE TO PROPERTY DUE TO BLASTING OPERATIONS, PERFORMANCE OF REQUIRED BLASTING SHALL COMPLY WITH GOVERNING REGULATIONS.

SITE PREPARATION

1. PROVIDE, ERECT, AND MAINTAIN EROSION CONTROL DEVICES, TEMPORARY BARRIERS, AND SECURITY DEVICES PRIOR TO THE START OF DEMOLITION.
2. PROTECT EXISTING LANDSCAPING MATERIALS, APPURTENANCES, AND STRUCTURES WHICH ARE NOT TO BE DEMOLISHED. REPAIR DAMAGE CAUSED BY DEMOLITION OPERATIONS AT NO COST TO OWNER.
3. THE CONTRACTOR IS RESPONSIBLE TO PREVENT MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES. PROVIDE BRACING AND SHORING AS NEEDED.
4. MARK LOCATION OF UTILITIES. PROTECT AND MAINTAIN IN SAFE AND OPERABLE CONDITION UTILITIES THAT ARE TO REMAIN. PREVENT INTERRUPTION OF EXISTING UTILITY SERVICE TO OCCUPIED OR USED FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY AUTHORITIES HAVING JURISDICTION. PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO EXISTING UTILITIES AS ACCEPTABLE TO GOVERNING AUTHORITIES AND OWNER.
5. THE CONTRACTOR IS RESPONSIBLE TO CALL 1-800-424-5555 (OR 811) AT LEAST 2 WORKING DAYS PRIOR TO ANY DEMOLITION ACTIVITIES.

GENERAL SITE NOTES

1. ALL FIRE LANES TO MEET FIRE LANE REQUIREMENTS BY LARIMER COUNTY STANDARDS AND SPECIFICATIONS.
2. ALL PAVEMENT NOT SPECIFIED AS CONCRETE PER THESE PLANS SHALL BE ASPHALT PER SPECIFICATIONS FROM THE GEOTECHNICAL REPORT, BY VIVID ENGINEERING GROUP, DATED 10/10/2024.
3. ALL PROPOSED GAS AND ELECTRIC METER LOCATIONS TO BE FINALIZED WITH THE CONSTRUCTION DOCUMENTS SPECIFIC TO SITE.
4. ACCESSIBLE ROUTE SHOWN IS SUBJECT TO CHANGE AS ADDITIONAL LOTS ARE DEVELOPED AND IS THE RESPONSIBILITY OF EACH LOT OWNER TO ENSURE AN ADEQUATE ACCESSIBLE ROUTE.

CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL REFER TO BUILDING PLANS FOR LOCATION & DIMENSIONS OF SLOPED PAVING, TRUCK DOCKS, BUILDING DIMENSIONS, BUILDING ENTRANCE LOCATIONS, TOTAL NUMBER, LOCATION & SIZE OF ROOF DOWNSPOUTS.
2. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED AS SHOWN IN THE NATIONAL MANUAL ON UNIFORM CONTROL DEVICES FOR STREETS & HIGHWAYS UNLESS OTHERWISE NOTED ON THE PLANS.
3. ALL CURB RADII SHOWN ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
4. ALL PAVING DIMENSIONS ARE TO FLOW LINE, UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE & ALIGNMENT AT ALL TIE IN LOCATIONS.
6. THE CONTRACTOR SHALL MATCH EXISTING CURB & GUTTER IN GRADE, SIZE, TYPE & ALIGNMENT AT ADJACENT ROADWAYS, UNLESS OTHERWISE NOTED.
7. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
8. ALL WORK ON THIS PLAN SHALL BE DONE IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
9. SITE DISTANCE TRIANGLES PER COUNTY OF LARIMER STANDARDS. SEE LANDSCAPE PLANS.

WATER NOTES

1. UNLESS OTHERWISE NOTED, ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CURRENT CITY PUBLIC WORKS STANDARDS AND ANY APPLICABLE CITY MODIFICATIONS TO THE MONTANA PUBLIC WORKS STANDARDS AND SPECIFICATIONS (MPWSS).
2. UNLESS OTHERWISE SPECIFIED, WATER LINES SHALL BE DUCTILE IRON. ALL SERVICES AND CONNECTIONS SHALL CONFORM TO THE CURRENT CITY PUBLIC WORKS STANDARD SPECIFICATIONS AND ANY APPLICABLE CITY MODIFICATIONS.
3. THE CONTRACTOR SHALL SUPPLY ALL NECESSARY FITTINGS, COUPLING, AND SPOOL PIECES FOR CONNECTING NEW UTILITIES TO EXISTING UTILITIES. THESE PLANS MAY NOT SHOW ALL REQUIRED COMPONENTS FOR MAKING THE CONNECTIONS.
4. THE MINIMUM DEPTH OF BURY TO THE TOP OF PIPE FOR WATER LINES IS 6.5 FT. WHERE AT LEAST 6.5 FT OF COVER CANNOT BE MAINTAINED, INSTALL RIGID INSULATION BOARD ABOVE PIPING AS INDICATED ON PLANS.
5. THE CONTRACTOR MUST ENSURE THAT A MINIMUM OF 10 FEET (OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) OF CLEARANCE IS MAINTAINED ON THE HORIZONTAL PLANE BETWEEN ALL WATER AND SEWER MAINS. ADDITIONALLY, THE CONTRACTOR MUST ALSO ENSURE THAT 18 INCHES OF VERTICAL CLEARANCE IS MAINTAINED BETWEEN WATER AND SEWER MAINS THAT CROSS. IMMEDIATELY NOTIFY ENGINEER OF CONFLICTS.
6. LOCATIONS OF FITTINGS, BENDS, VALVES, AND OTHER APPURTENANCE ARE APPROXIMATE. PROVIDE ADEQUATE SPACING BETWEEN FIXTURES TO MAINTAIN PIPE INTEGRITY. PROVIDE AS BUILT LOCATIONS FOR ALL FIXTURES.
7. ANY EXISTING OR NEW VALVES THAT CONTROL THE CITY WATER SUPPLY SHALL BE OPERATED BY CITY PERSONNEL ONLY.
8. PRESSURE TEST AND DISINFECT ALL WATER LINES IN ACCORDANCE WITH THE LATEST CITY PUBLIC WORKS STANDARD SPECIFICATIONS. AND ALL OTHER GOVERNING AGENCIES' STANDARDS.
9. ALL FITTINGS SHALL BE MECHANICAL JOINT WITH CONCRETE THRUST BLOCKS MEETING CURRENT LATEST CITY PUBLIC WORKS STANDARD AND ALL OTHER GOVERNING AGENCIES' STANDARDS.
10. ALL DUCTILE IRON FITTINGS TO BE WRAPPED IN POLYWRAP.
11. PER THE CURRENT CITY DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS, THE CONTRACTOR SHALL HAVE THE WATER MAIN WORK (ie. CUT, GATE VALVES & PIPE INSTALLATION) INSPECTED AND TESTED PER CURRENT DEQ PROCEDURES AND OBSERVED BY A DESIGNATED OWNERS INSPECTOR.

SEWER NOTES

1. UNLESS OTHERWISE NOTED, ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CURRENT CITY PUBLIC WORKS STANDARDS AND ANY APPLICABLE CITY MODIFICATIONS TO MPWSS.
2. UNLESS OTHERWISE SPECIFIED, SANITARY SEWER PIPE SHALL BE PVC IN CONFORMANCE WITH ASTM D-3034, SDR 26. ALL SERVICES AND CONNECTIONS SHALL CONFORM TO THE CURRENT CITY PUBLIC WORKS STANDARD SPECIFICATIONS AND ANY APPLICABLE CITY OF CITY MODIFICATIONS TO MPWSS.
3. ALL PIPES SHALL BE BEDDED WITH TYPE 1 BEDDING PER CURRENT CITY STANDARDS & ANY APPLICABLE CITY MODIFICATIONS TO MPWSS.
4. PER CURRENT CITY DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS, THE CONTRACTOR SHALL HAVE THE SEWER WORK INSPECTED AND TESTED PER DEQ PROCEDURES AND OBSERVED BY A DESIGNATED OWNERS INSPECTOR. MANHOLE TESTING SHALL BE PERFORMED PRIOR TO FINAL SURFACE RESTORATION.
5. CONTRACTOR SHALL SUPPLY ALL MATERIALS, EQUIPMENT AND FACILITIES REQUIRED FOR TESTING ALL UTILITY PIPES IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS. COST OF ALL TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. SANITARY SEWER PIPE AND MANHOLES SHALL BE TESTED FOR LEAKAGE PER CURRENT CITY PUBLIC WORK STANDARDS AND ANY APPLICABLE CITY STANDARDS.
7. AT THE DISCRETION OF THE ENGINEER, THE CONTRACTOR SHALL CONDUCT DEFLECTION TESTING OF SANITARY SEWER PIPES BY PULLING AN APPROVED MANDREL THROUGH THE COMPLETED PIPE LINE FOLLOWING TRENCH COMPACTION. THE DIAMETER OF THE MANDREL SHALL BE 95% OF THE DESIGNED PIPE DIAMETER. TESTING SHALL BE CONDUCTED NO MORE THAN 7 DAYS AFTER THE TRENCH HAS BEEN BACKFILLED AND COMPACTED.
8. PRIOR TO MANDREL TESTING AND/OR TV INSPECTION, THE CONTRACTOR SHALL FLUSH AND CLEAN ALL SEWER PIPE AND MANHOLES.
9. CONTRACTOR SHALL FIELD VERIFY LINE AND GRADE OF ANY EXISTING AND PROPOSED UTILITY.

DRY UTILITY NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE INSTALLATION OF ALL "DRY" UTILITIES (ELECTRIC, GAS, TELEPHONE) WITH SERVICE PROVIDERS.
2. REFER TO ELECTRICAL PLANS FOR ADDITIONAL CONDUIT AND SITE LIGHTING REQUIREMENTS.
3. REFER TO LANDSCAPE PLANS FOR IRRIGATION CONDUIT.
4. THE CONTRACTOR IS RESPONSIBLE TO CALL 1-800-424-5555 (OR 811) AT LEAST 2 WORKING DAYS PRIOR TO ANY EARTH DISTURBING ACTIVITIES OR UTILITY EXCAVATIONS.

PAVING NOTES

1. PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH LARIMER COUNTY STANDARDS & SPECIFICATIONS.
2. PAVEMENT SECTION RECOMMENDATIONS WERE TAKEN FROM THE GEOTECHNICAL REPORT BY VIVID ENGINEERING GROUP, DATED 10/10/2024.

SHOP AND FABRICATION NOTES

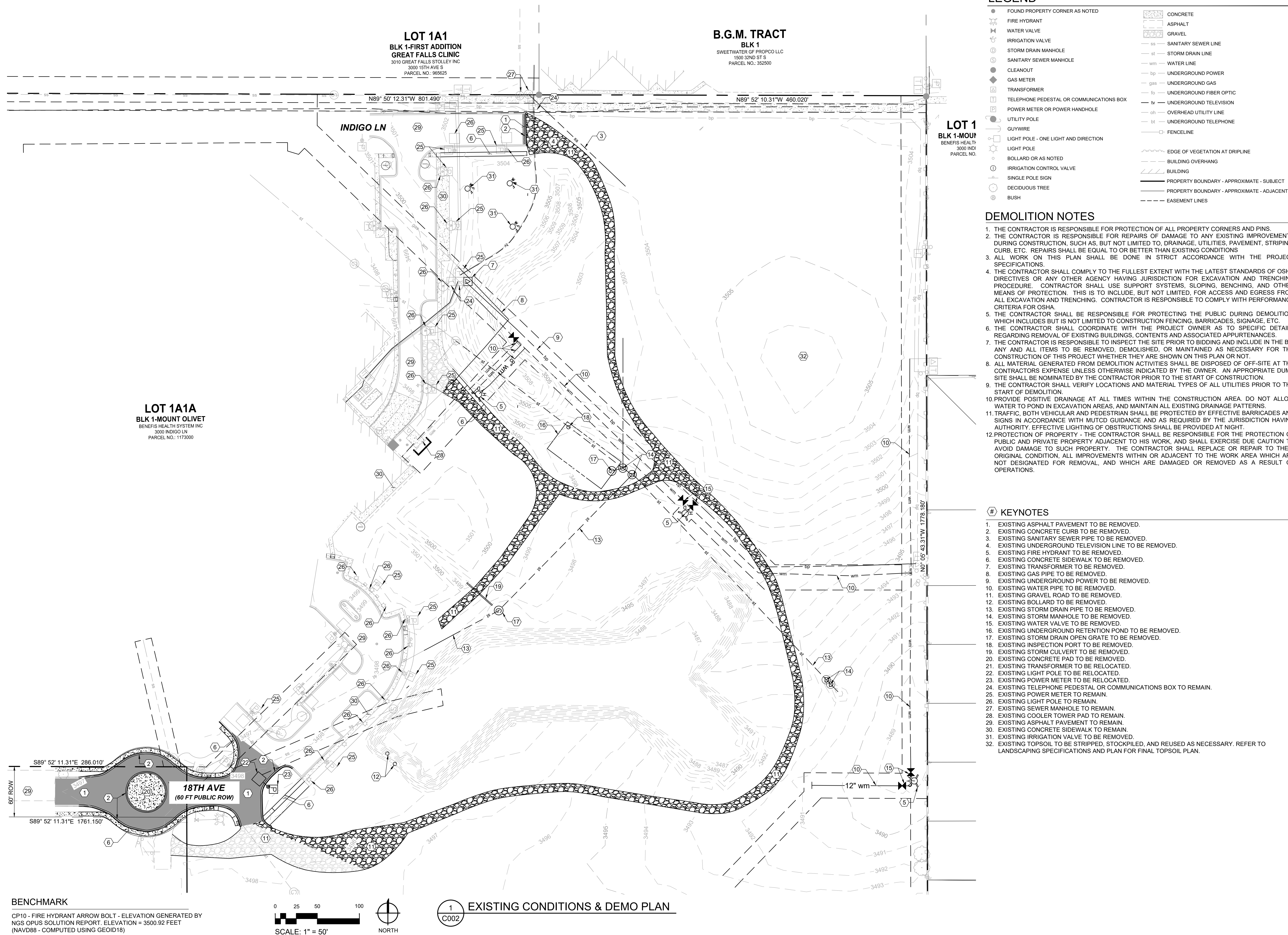
1. THE CONTRACTOR SHALL PREPARE AND SUBMIT FABRICATION DRAWINGS, DESIGN MIX INFORMATION, MATERIAL TESTING COMPLIANCE DATA, AND ANY OTHER PERTINENT DATA TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO PLACEMENT OF MATERIALS. FOLLOWING REVIEW, THE CONTRACTOR SHALL RESUBMIT COPIES OF ANY DRAWINGS WHICH REQUIRE REVISION OR CORRECTIONS.
2. ANY REVIEW BY THE ENGINEER WILL NOT RELIEVE THE CONTRACTOR FOR RESPONSIBILITY FOR ERRORS OR OMISSIONS, OR SCHEDULE REQUIREMENTS. THE CONTRACTOR SHALL REMAIN SOLELY RESPONSIBLE FOR FULL AND COMPLETE PERFORMANCE IN ACCORDANCE WITH THE TERMS, CONDITIONS, PROVISIONS, DRAWINGS, AND SPECIFICATIONS.

ACCESS NOTES

1. CONTRACTOR SHALL COORDINATE ACCESS, STAGING AND STOCKPILE LOCATIONS WITH OWNER.
2. CONTRACTOR SHALL RESTORE DISTURBED AREAS TO PRE-CONSTRUCTION OR BETTER CONDITIONS.

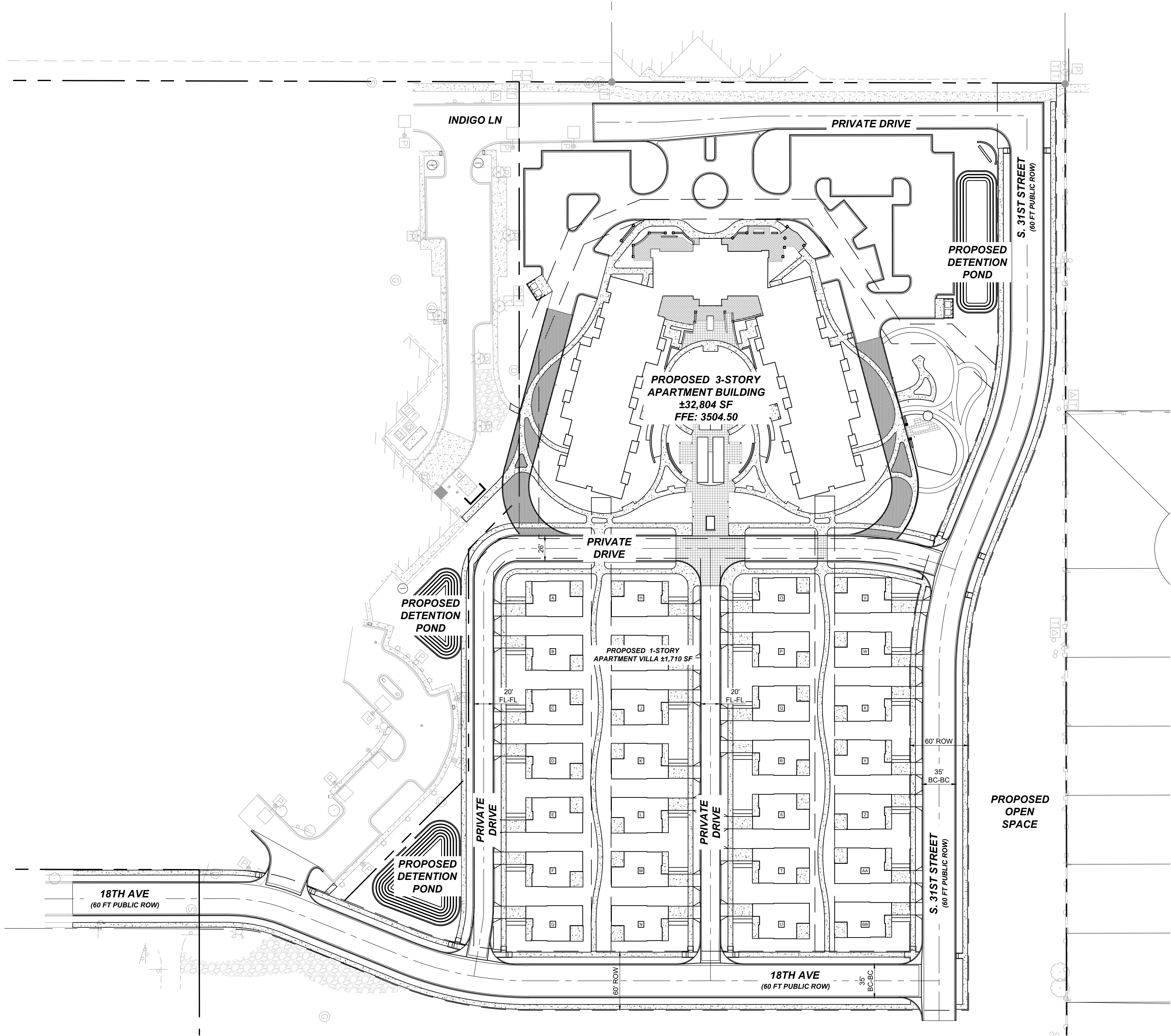
EXISTING UTILITY NOTES

1. EXISTING UNDERGROUND INSTALLATIONS AND PUBLIC UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER AND DEPICTED ON THESE PLANS TO A LEVEL OF QUALITY IN ACCORDANCE WITH ASCE 38-02.
2. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR LOCATING AND VERIFYING MATERIAL TYPES OF ALL EXISTING UTILITY INSTALLATIONS ABOVE AND BELOW GROUND IN ADVANCE OF THE PROJECT BY CONTACTING THEIR RESPECTIVE OWNERS. ALL COSTS RELATED TO LOCATING EXISTING UTILITIES ARE INCIDENTAL AND SHALL NOT BE PAID SEPARATELY. NOT ALL UTILITIES ARE IDENTIFIED ON THE PLANS. NOTIFY ENGINEER OF POTENTIAL CONFLICTS.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE CITY OF GREAT FALLS A MINIMUM OF 5 BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION.



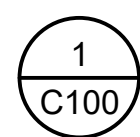
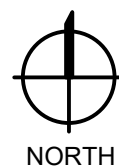
LEGEND

	PROPERTY LINE - SUBJECT
	PROPERTY LINE - ADJACENT
	EXISTING EASEMENT
	EXISTING SECTION LINE
	PROPOSED CONCRETE PAVEMENT
	EXISTING GRAVEL ROAD
	EXISTING UTILITY POLE
	EXISTING GUY WIRE
	EXISTING TELEPHONE PEDESTAL
	EXISTING DECIDUOUS TREE
	EXISTING POLE SIGN
	EXISTING BURIED POWER
	EXISTING OVERHEAD POWER
	EXISTING BURIED TELEPHONE
	EXISTING BURIED FIBER OPTIC
	EXISTING BARED WIRE FENCE
	PROPOSED BUILDING



BENCHMARK

CP10 - FIRE HYDRANT ARROW BOLT - ELEVATION GENERATED BY
NGS OPUS SOLUTION REPORT. ELEVATION = 3500.92 FEET
(NAVD88 - COMPUTED USING GEOID18)



1 OVERALL SITE PLAN
C100

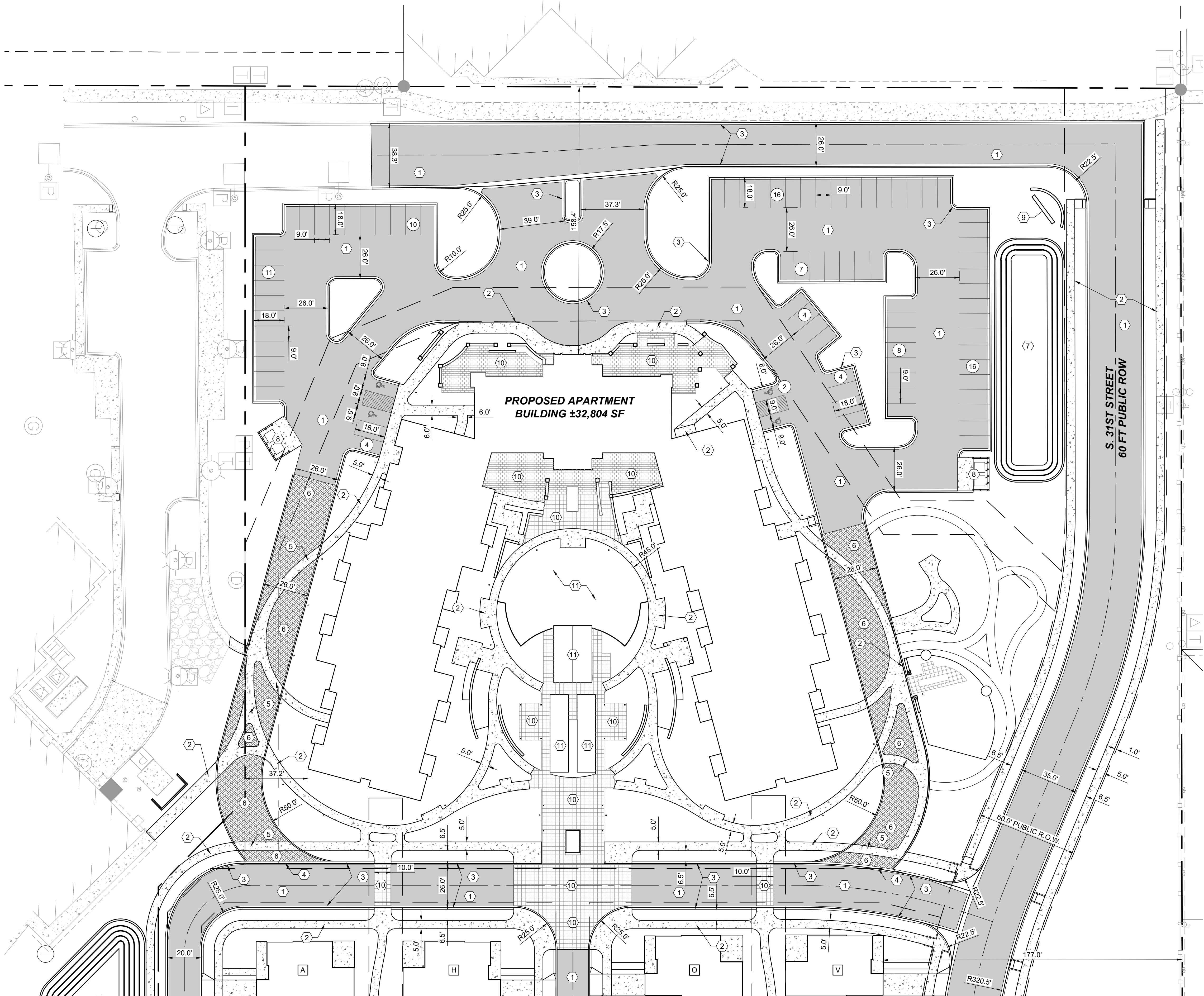
0 25 50 100
SCALE: 1" = 50'

LEGEND

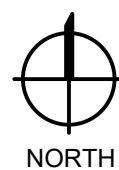
	PROPERTY LINE - SUBJECT
	PROPERTY LINE - ADJACENT
	EXISTING EASEMENT
	EXISTING SECTION LINE
	EXISTING ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	EXISTING GRAVEL ROAD
	PROPOSED GRAVEL ROAD
	EXISTING UTILITY POLE
	EXISTING GUY WIRE
	EXISTING TELEPHONE PEDESTAL
	EXISTING DECIDUOUS TREE
	EXISTING POLE SIGN
	EXISTING WOOD BOLLARD
	EXISTING BURIED POWER
	EXISTING OVERHEAD POWER
	EXISTING BURIED TELEPHONE
	EXISTING BURIED FIBER OPTIC
	EXISTING BARED WIRE FENCE
	EXISTING DRAINAGE DITCH
	PROPOSED STORM PIPE
	PROPOSED BUILDING
	PROPOSED FLARED END SECTION

KEYNOTES

1. PROPOSED ASPHALT PAVEMENT PER STD DTL 1 ON SHEET C400.
2. PROPOSED CONCRETE SIDEWALK PER STD DTL 2 ON SHEET C400.
3. PROPOSED CONCRETE CURB AND GUTTER PER STD DTL 1, 4 AND 5 ON SHEET C410.
4. PROPOSED 4" MOUNTABLE CURB AND GUTTER
5. PROPOSED HEAVY DUTY CONCRETE SIDEWALK WITHIN FIRE LANE PER DETAIL 3/C400.
6. PROPOSED GRASSPAVE WITH CONCRETE FIRE LANE PAVER ALONG EACH EDGE.
7. PROPOSED STORMWATER MANAGEMENT AREA
8. PROPOSED WASTE RECEPTACLE
9. PROPOSED SIGN
10. PROPOSED STAMPED CONCRETE. SEE LANDSCAPE PLANS FOR DETAIL
11. PROPOSED SITE AMENITY AREA



SEE SHEET C102



1 NORTH SITE PLAN
C101

0 15 30 60
SCALE: 1" = 30'

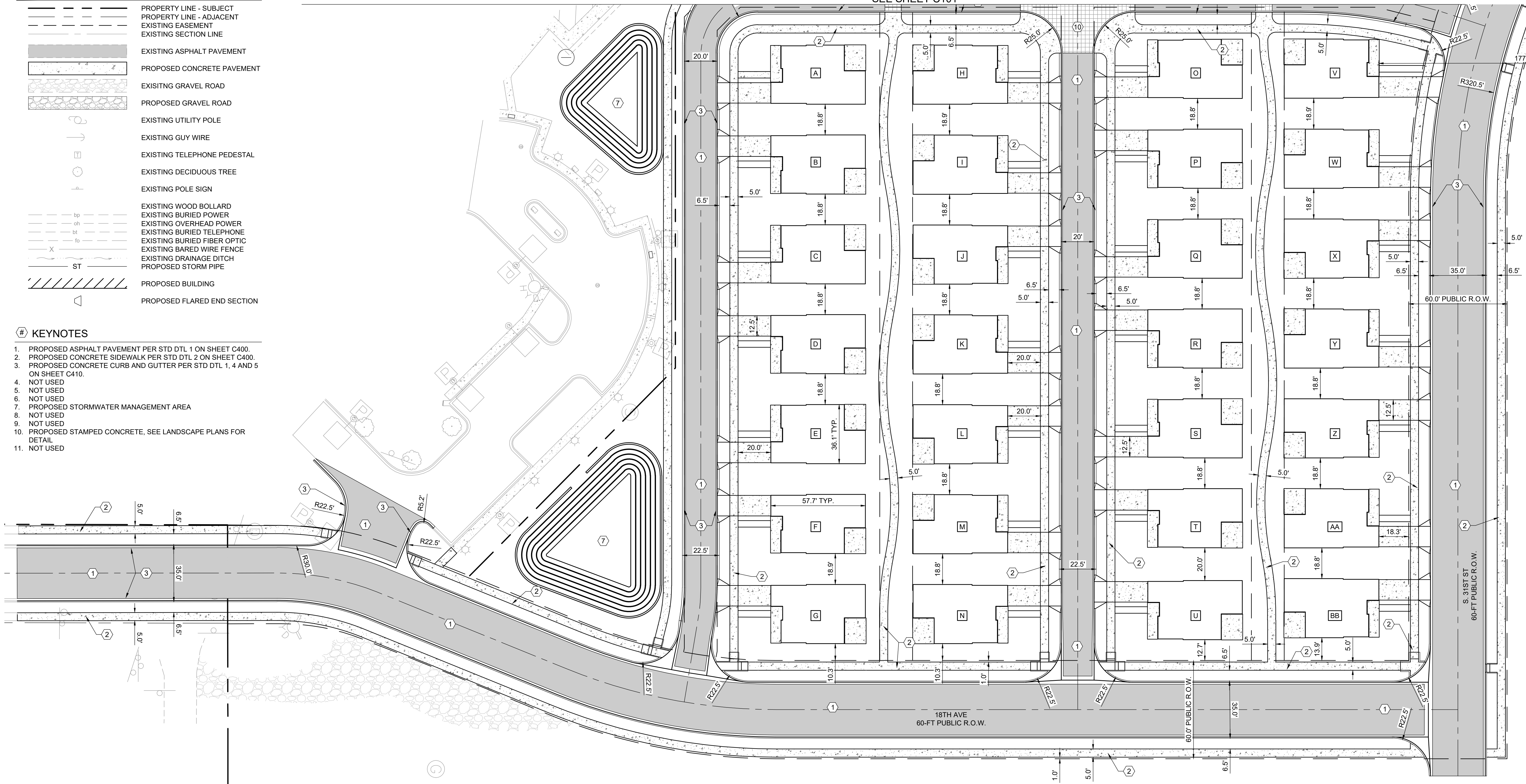
LEGEND

	PROPERTY LINE - SUBJECT
	PROPERTY LINE - ADJACENT
	EXISTING EASEMENT
	EXISTING SECTION LINE
	EXISTING ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	EXISTING GRAVEL ROAD
	PROPOSED GRAVEL ROAD
	EXISTING UTILITY POLE
	EXISTING GUY WIRE
	EXISTING TELEPHONE PEDESTAL
	EXISTING DECIDUOUS TREE
	EXISTING POLE SIGN
	EXISTING WOOD BOLLARD
	EXISTING BURIED POWER
	EXISTING OVER-HEAD POWER
	EXISTING BURIED TELEPHONE
	EXISTING BURIED FIBER OPTIC
	EXISTING BARED WIRE FENCE
	EXISTING DRAINAGE DITCH
	PROPOSED STORM PIPE
	PROPOSED BUILDING
	PROPOSED FLARED END SECTION

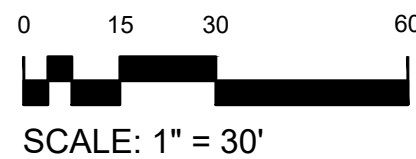
KEYNOTES

1. PROPOSED ASPHALT PAVEMENT PER STD DTL 1 ON SHEET C400.
2. PROPOSED CONCRETE SIDEWALK PER STD DTL 2 ON SHEET C400.
3. PROPOSED CONCRETE CURB AND GUTTER PER STD DTL 1, 4 AND 5 ON SHEET C410.
4. NOT USED
5. NOT USED
6. NOT USED
7. PROPOSED STORMWATER MANAGEMENT AREA
8. NOT USED
9. NOT USED
10. PROPOSED STAMPED CONCRETE, SEE LANDSCAPE PLANS FOR DETAIL
11. NOT USED

SEE SHEET C101

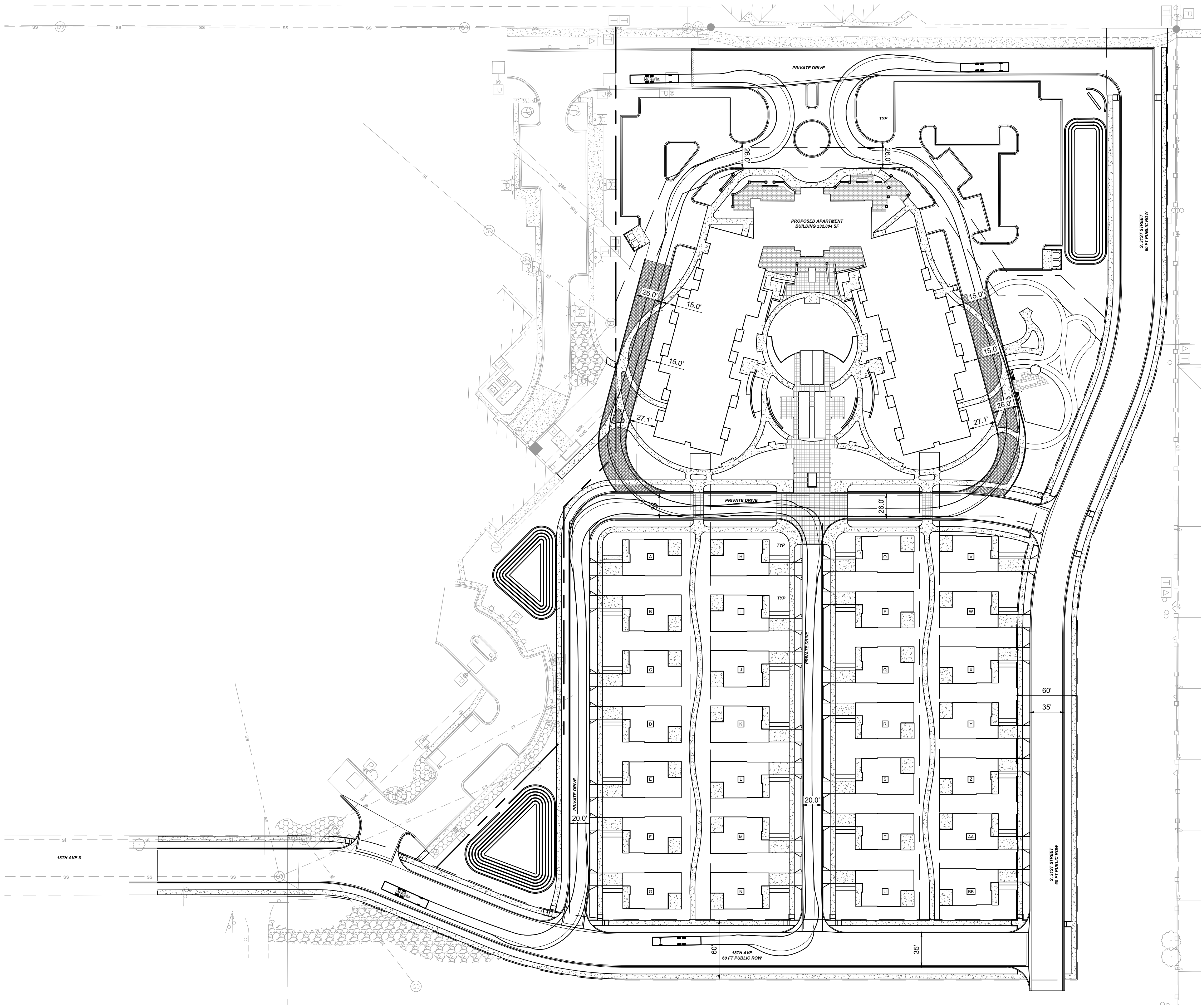


1 SOUTH SITE PLAN
C102

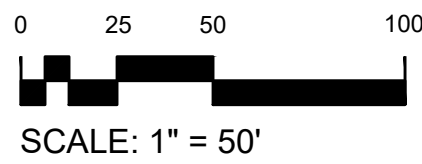


LEGEND

	PROPERTY LINE - SUBJECT
	PROPERTY LINE - ADJACENT
	EXISTING EASEMENT
	EXISTING SECTION LINE
	EXISTING ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	EXISTING GRAVEL ROAD
	PROPOSED GRAVEL ROAD
	EXISTING UTILITY POLE
	EXISTING GUY WIRE
	EXISTING TELEPHONE PEDESTAL
	EXISTING DECIDUOUS TREE
	EXISTING POLE SIGN
	EXISTING WOOD BOLLARD
	EXISTING BURIED POWER
	EXISTING OVERHEAD POWER
	EXISTING BURIED TELEPHONE
	EXISTING BURIED FIBER OPTIC
	EXISTING BARED WIRE FENCE
	EXISTING DRAINAGE DITCH
	PROPOSED STORM PIPE
	PROPOSED BUILDING
	PROPOSED FLARED END SECTION



1
C110 FIRE APPARATUS PLAN



LEGEND

	PROPERTY LINE - SUBJECT
	PROPERTY LINE - ADJACENT
	EXISTING EASEMENT
	EXISTING SECTION LINE
	EXISTING ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	EXISTING GRAVEL ROAD
	PROPOSED GRAVEL ROAD
	EXISTING UTILITY POLE
	EXISTING GUY WIRE
	EXISTING TELEPHONE PEDESTAL
	EXISTING DECIDUOUS TREE
	EXISTING POLE SIGN
	EXISTING WOOD BOLLARD
	EXISTING BURIED POWER
	EXISTING OVERHEAD POWER
	EXISTING BURIED TELEPHONE
	EXISTING BURIED FIBER OPTIC
	EXISTING BARED WIRE FENCE
	EXISTING DRAINAGE DITCH
	PROPOSED STORM PIPE
	PROPOSED BUILDING
	PROPOSED FLARED END SECTION

GRADING NOTES

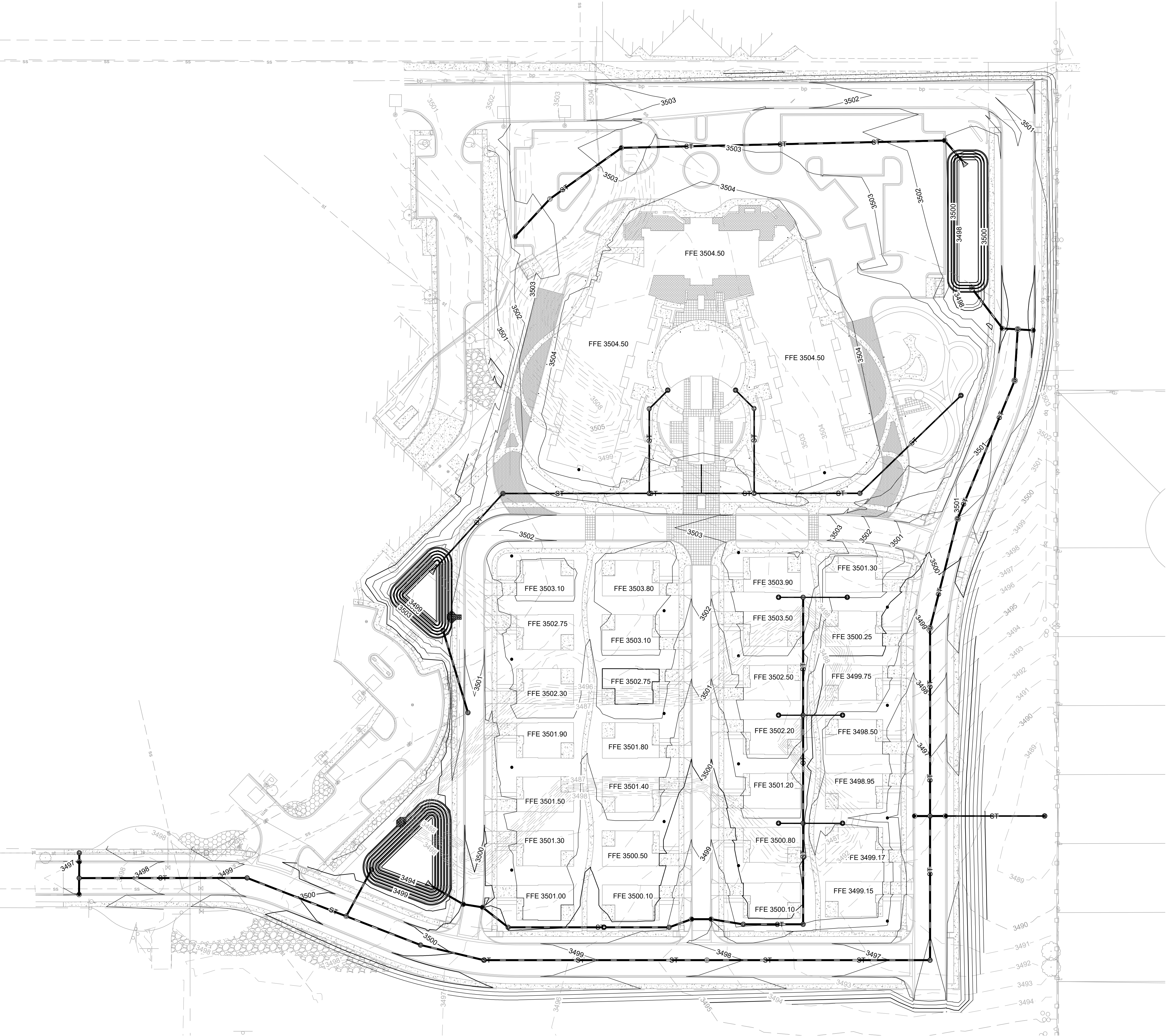
1. SITE GRADING SHALL NOT PROCEED UNTIL THE SWPPP HAS BEEN IMPLEMENTED.
2. ALL EARTHWORK AND GRADING SHALL PROCEED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
3. NO MATERIAL SHALL BE EXCAVATED, MOVED, OR COMPACTED WITHOUT THE PRESENCE OR AUTHORIZATION OF THE OWNER'S REPRESENTATIVE.
4. THE CONTRACTOR IS RESPONSIBLE TO VERIFY EXISTING CONDITIONS AND LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCING EARTH. NOTIFY ENGINEER OF ANY UNFORESEEN CONDITIONS.
5. CONTRACTOR TO PROTECT ALL EXISTING UTILITIES, SIGNS AND EXISTING STRUCTURES AND REPAIR BACK TO ORIGINAL CONDITION IF DAMAGE HAS OCCURRS DURING CONSTRUCTION.
6. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.
7. GRADES SHOWN REPRESENT FINISH GRADES UNLESS OTHERWISE NOTED.
8. LONGITUDINAL SLOPES OF ALL SIDEWALKS SHALL NOT EXCEED 5%, EXCEPT FOR ON INDICATED RAMP.
9. CROSS SLOPES OF ALL SIDEWALKS SHALL NOT EXCEED 2% TO MEET ADA REQUIREMENTS. 1.5% IS PREFERRED.
10. PEDESTRIAN RAMP SHALL NOT EXCEED 12H:1V IN ANY DIRECTION.
11. ADA PARKING AND ADA UNLOADING/LOADING AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION. CONTRACTOR TO VERIFY GRADES OF BASE MATERIAL AND FORMS BEFORE PAVING INSTALLATION.
12. EXTERIOR CONCRETE FLATWORK ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDING AND NOT EXCEED 2%. 1% IS THE MINIMUM.
13. PROPOSED GRADE CONTOUR INTERVAL SHOWN AT ONE FOOT (1').
14. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING.
15. THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH BUILDING PLANS AND SPECIFICATIONS.
16. THE CONTRACTOR IS RESPONSIBLE TO CALL 1-800-424-5555 (OR 811) AT LEAST 2 WORKING DAYS PRIOR TO ANY EARTH DISTURBING ACTIVITIES OR UTILITY EXCAVATIONS.

STORMWATER NOTES

1. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (HS20) LOADING AND BE INSTALLED ACCORDINGLY.
2. TRENCHES SHALL BE PREPARED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
3. ALL PIPE MATERIAL, FITTINGS AND STRUCTURES SHALL FOLLOW THE CONSTRUCTION DRAWINGS AND CITY REQUIREMENTS. ALL STORMWATER PIPING SHALL BE ADS N-12 OR APPROVED EQUAL.
4. ALL STORMWATER TRENCHING, BEDDING AND PIPE LAYING, SHALL FOLLOW THE CURRENT CITY REQUIREMENTS.
5. ALL JOINTS SHALL BE "WATERTIGHT".
6. PRIOR TO FINAL ACCEPTANCE, CONTRACTOR SHALL FLUSH AND CLEAN ALL STORM DRAINS AND REMOVE ALL FOREIGN MATERIAL FROM THE PIPING, MANHOLES, AND DRAINAGE INLETS.
7. CONTRACTOR SHALL SUPPLY ALL MATERIALS, EQUIPMENT AND FACILITIES REQUIRED FOR TESTING ALL UTILITY PIPES IN ACCORDANCE WITH CITY CONSTRUCTION SPECIFICATIONS. COST OF ALL TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. STORM SEWER PIPE AND MANHOLES SHALL BE TESTED FOR LEAKAGE PER CURRENT CITY STANDARDS.

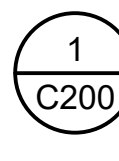
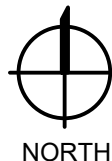
GRADING ABBREVIATIONS

MEG	MATCH EXISTING GRADE
TC	PROPOSED TOP OF CONCRETE
TG	PROPOSED TOP GRAVEL
FL	PROPOSED FLOWLINE
RIM	PROPOSED RIM ELEVATION
IE	INVERT ELEVATION
FFE	FINISH FLOOR ELEVATION

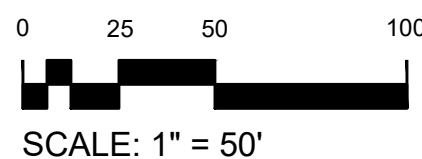


BENCHMARK

CP10 - FIRE HYDRANT ARROW BOLT - ELEVATION GENERATED BY NGS OPUS SOLUTION REPORT. ELEVATION = 3500.92 (NAVD 88 - COMPUTED USING GEOID18)



1 OVERALL GRADING PLAN



SCALE: 1" = 50'

LEGEND

	PROPERTY LINE - SUBJECT
	PROPERTY LINE - ADJACENT
	EXISTING EASEMENT
	EXISTING SECTION LINE
	EXISTING ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	EXISTING GRAVEL ROAD
	PROPOSED GRAVEL ROAD
	EXISTING UTILITY POLE
	EXISTING GUY WIRE
	EXISTING TELEPHONE PEDESTAL
	EXISTING DECIDUOUS TREE
	EXISTING POLE SIGN
	EXISTING WOOD BOLLARD
	EXISTING BURIED POWER
	EXISTING OVERHEAD POWER
	EXISTING BURIED TELEPHONE
	EXISTING BURIED FIBER OPTIC
	EXISTING BARED WIRE FENCE
	EXISTING DRAINAGE DITCH
	PROPOSED STORM PIPE
	PROPOSED BUILDING
	PROPOSED FLARED END SECTION

GRADING NOTES

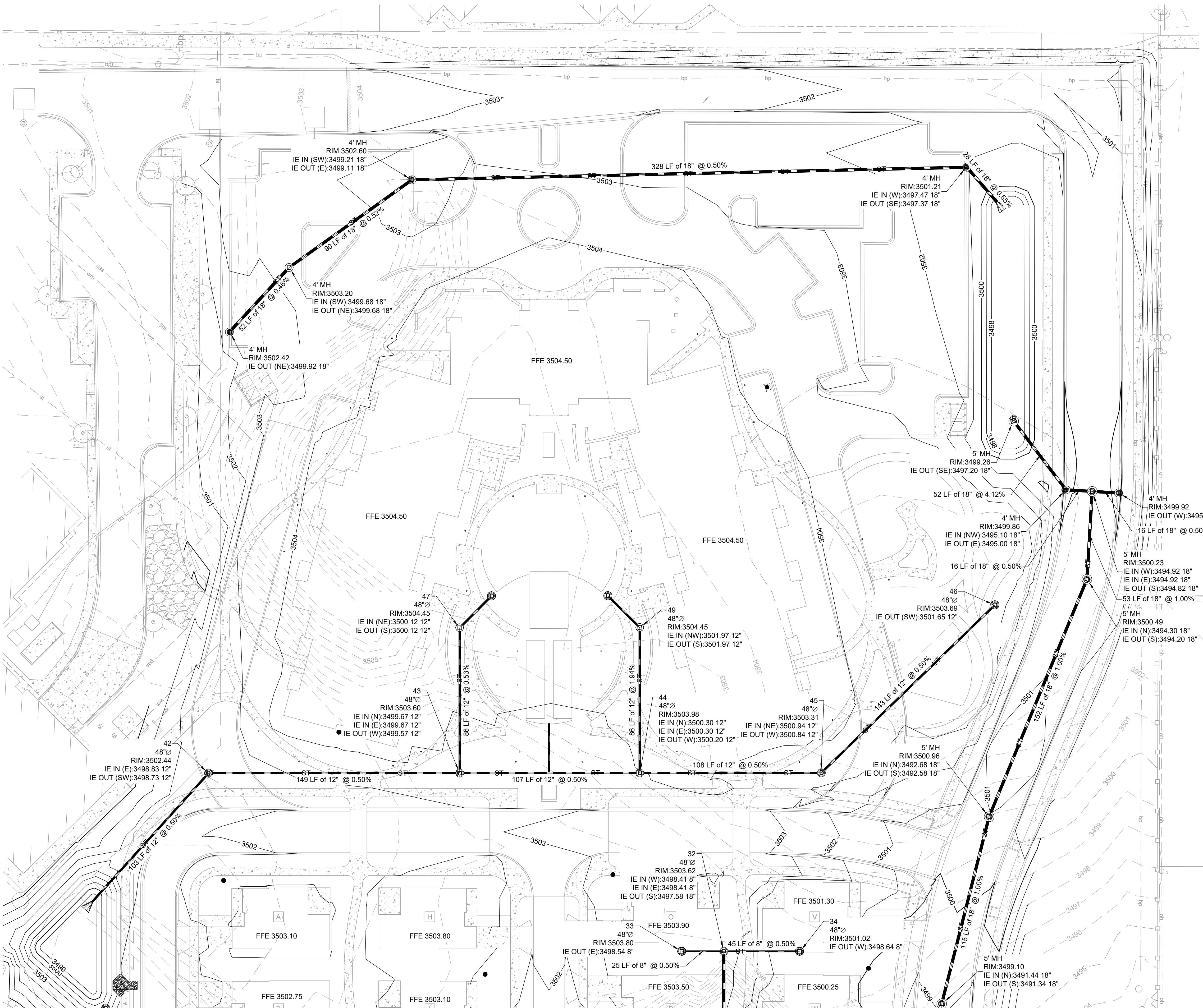
1. SITE GRADING SHALL NOT PROCEED UNTIL THE SWPPP HAS BEEN IMPLEMENTED.
2. ALL EARTHWORK AND GRADING SHALL PROCEED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
3. NO MATERIAL SHALL BE EXCAVATED, MOVED, OR COMPACTED WITHOUT THE PRESENCE OR AUTHORIZATION OF THE OWNER'S REPRESENTATIVE.
4. THE CONTRACTOR IS RESPONSIBLE TO VERIFY EXISTING CONDITIONS AND LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCING EARTH. NOTIFY ENGINEER OF ANY UNFORESEEN CONDITIONS.
5. CONTRACTOR TO PROTECT ALL EXISTING UTILITIES, SIGNS AND EXISTING STRUCTURES AND REPAIR BACK TO ORIGINAL CONDITION IF DAMAGE HAS OCCURRS DURING CONSTRUCTION.
6. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.
7. GRADES SHOWN REPRESENT FINISH GRADES UNLESS OTHERWISE NOTED.
8. LONGITUDINAL SLOPES OF ALL SIDEWALKS SHALL NOT EXCEED 5%, EXCEPT FOR ON INDICATED RAMPS.
9. CROSS SLOPES OF ALL SIDEWALKS SHALL NOT EXCEED 2% TO MEET ADA REQUIREMENTS. 1.5% IS PREFERRED.
10. PEDESTRIAN RAMPS SHALL NOT EXCEED 12H:1V IN ANY DIRECTION.
11. ADA PARKING AND ADA UNLOADING/LOADING AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION. CONTRACTOR TO VERIFY GRADES OF BASE MATERIAL AND FORMS BEFORE PAVING INSTALLATION.
12. EXTERIOR CONCRETE FLATWORK ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDING AND NOT EXCEED 2%. 1% IS THE MINIMUM.
13. PROPOSED GRADE CONTOUR INTERVAL SHOWN AT ONE FOOT (1').
14. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING.
15. THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH BUILDING PLANS AND SPECIFICATIONS.
16. THE CONTRACTOR IS RESPONSIBLE TO CALL 1-800-424-5555 (OR 811) AT LEAST 2 WORKING DAYS PRIOR TO ANY EARTH DISTURBING ACTIVITIES OR UTILITY EXCAVATIONS.

STORMWATER NOTES

1. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (HS20) LOADING AND BE INSTALLED ACCORDINGLY.
2. TRENCHES SHALL BE PREPARED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
3. ALL PIPE MATERIAL, FITTINGS AND STRUCTURES SHALL FOLLOW THE CONSTRUCTION DRAWINGS AND CITY REQUIREMENTS. ALL STORMWATER PIPING SHALL BE ADS N-12 OR APPROVED EQUAL.
4. ALL STORMWATER TRENCHING, BEDDING AND PIPE LAYING, SHALL FOLLOW THE CURRENT CITY REQUIREMENTS.
5. ALL JOINTS SHALL BE "WATERTIGHT".
6. PRIOR TO FINAL ACCEPTANCE, CONTRACTOR SHALL FLUSH AND CLEAN ALL STORM DRAINS AND REMOVE ALL FOREIGN MATERIAL FROM THE PIPING, MANHOLES, AND DRAINAGE INLETS.
7. CONTRACTOR SHALL SUPPLY ALL MATERIALS, EQUIPMENT AND FACILITIES REQUIRED FOR TESTING ALL UTILITY PIPES IN ACCORDANCE WITH CITY CONSTRUCTION SPECIFICATIONS. COST OF ALL TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. STORM SEWER PIPE AND MANHOLES SHALL BE TESTED FOR LEAKAGE PER CURRENT CITY STANDARDS.

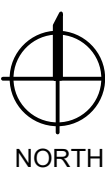
GRADING ABBREVIATIONS

MEG	MATCH EXISTING GRADE
TC	PROPOSED TOP OF CONCRETE
TG	PROPOSED TOP GRAVEL
FL	PROPOSED FLOWLINE
RIM	PROPOSED RIM ELEVATION
IE	INVERT ELEVATION
FFE	FINISH FLOOR ELEVATION

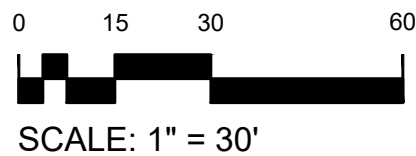


BENCHMARK

CP10 - FIRE HYDRANT ARROW BOLT - ELEVATION GENERATED BY NGS OPUS SOLUTION REPORT. ELEVATION = 3500.92 (NAVD 88 - COMPUTED USING GEOID18)



PRELIMINARY GRADING PLAN



SEE SHEET C201

LEGEND

	PROPERTY LINE - SUBJECT PROPERTY LINE - ADJACENT EXISTING EASEMENT EXISTING SECTION LINE
	EXISTING ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	EXISTING GRAVEL ROAD
	PROPOSED GRAVEL ROAD
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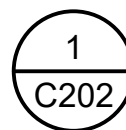
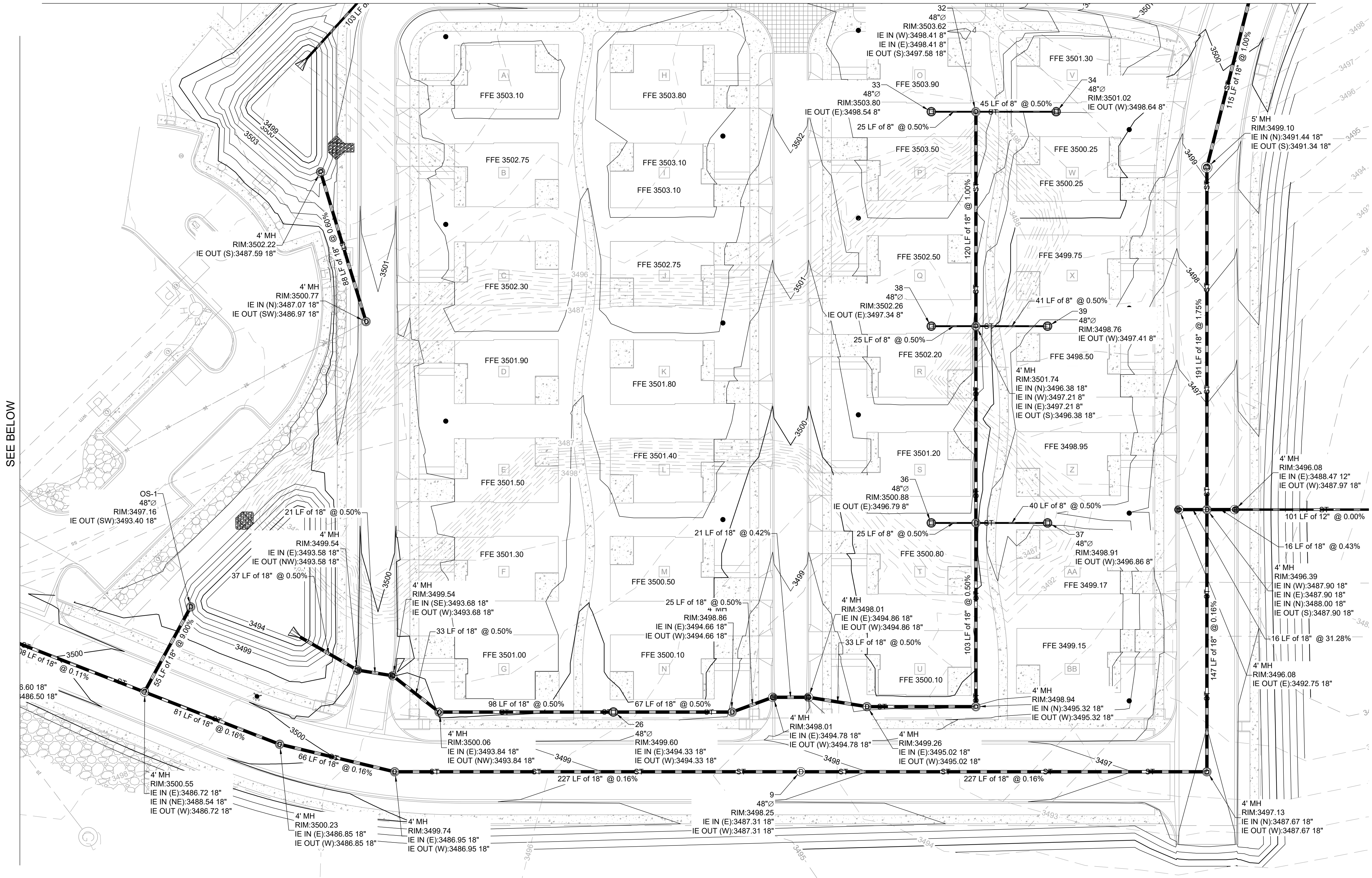
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MEG	MATCH EXISTING GRADE
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BENCHMARK

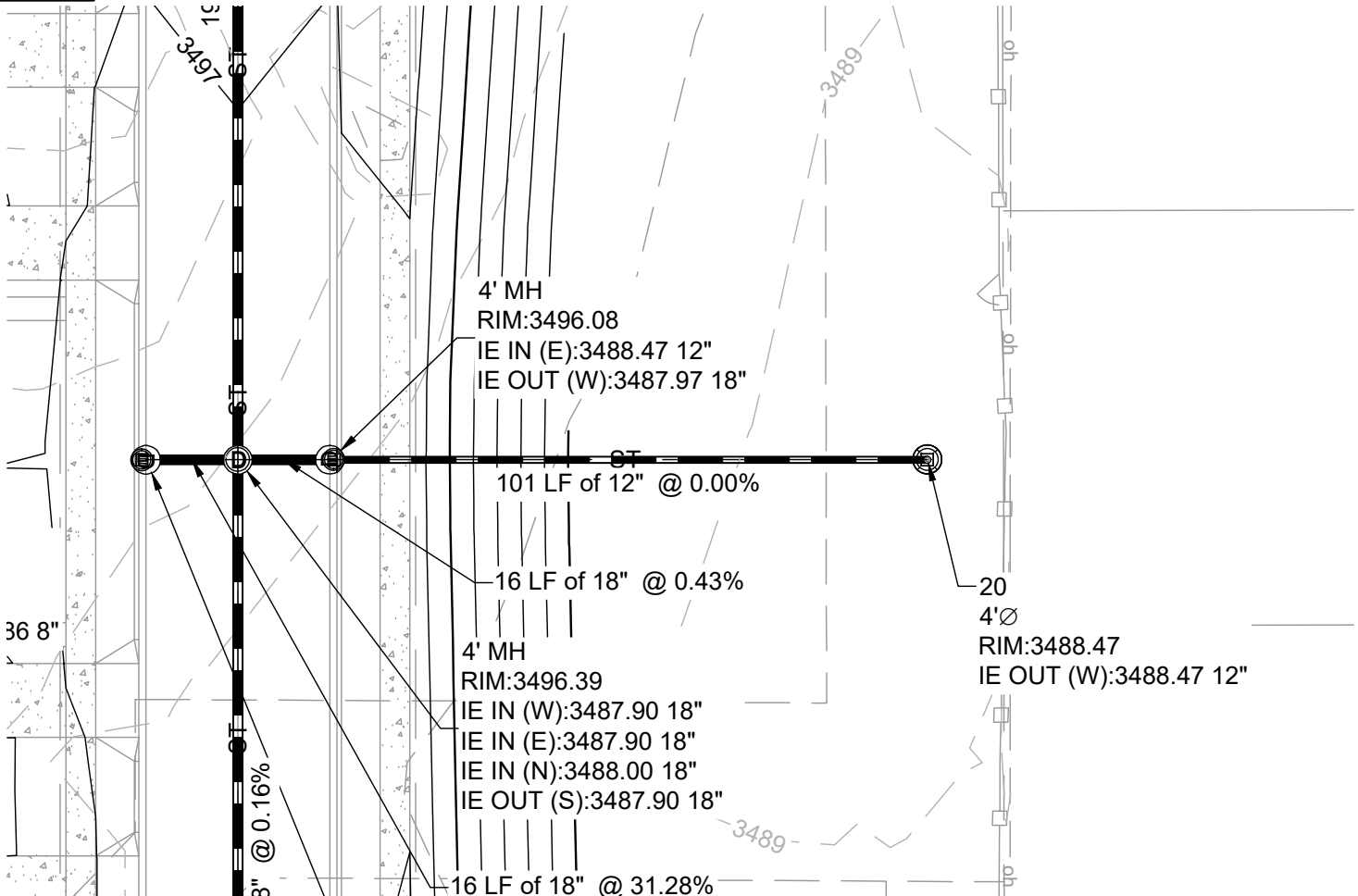
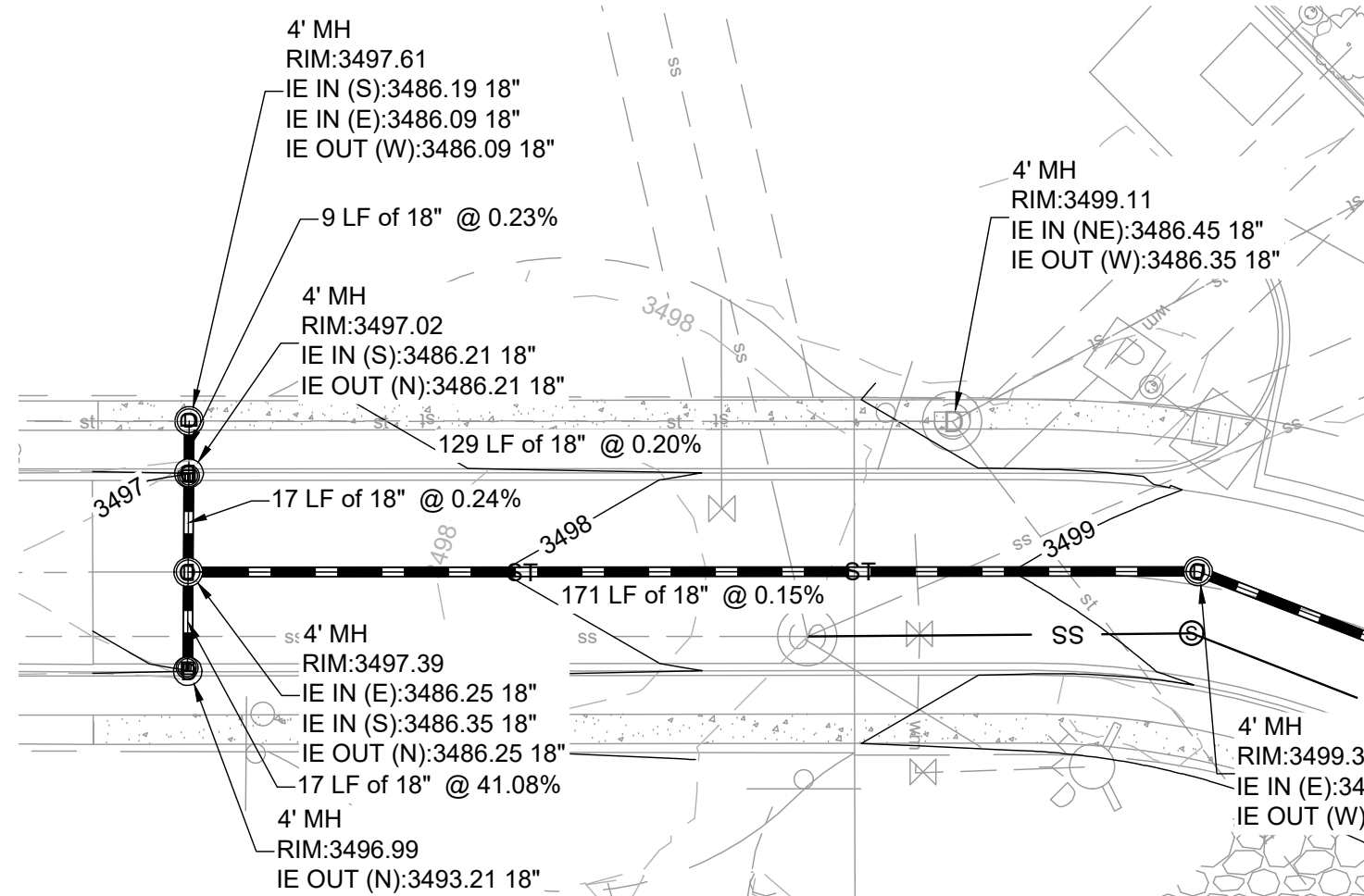
CP10 - FIRE HYDRANT ARROW BOLT - ELEVATION GENERATED BY NGS OPUS SOLUTION REPORT. ELEVATION = 3500.92 (NAVD 88 - COMPUTED USING GEOID18)

SEE BELOW



PRELIMINARY GRADING PLAN

0 15 30 60
SCALE: 1" = 30'

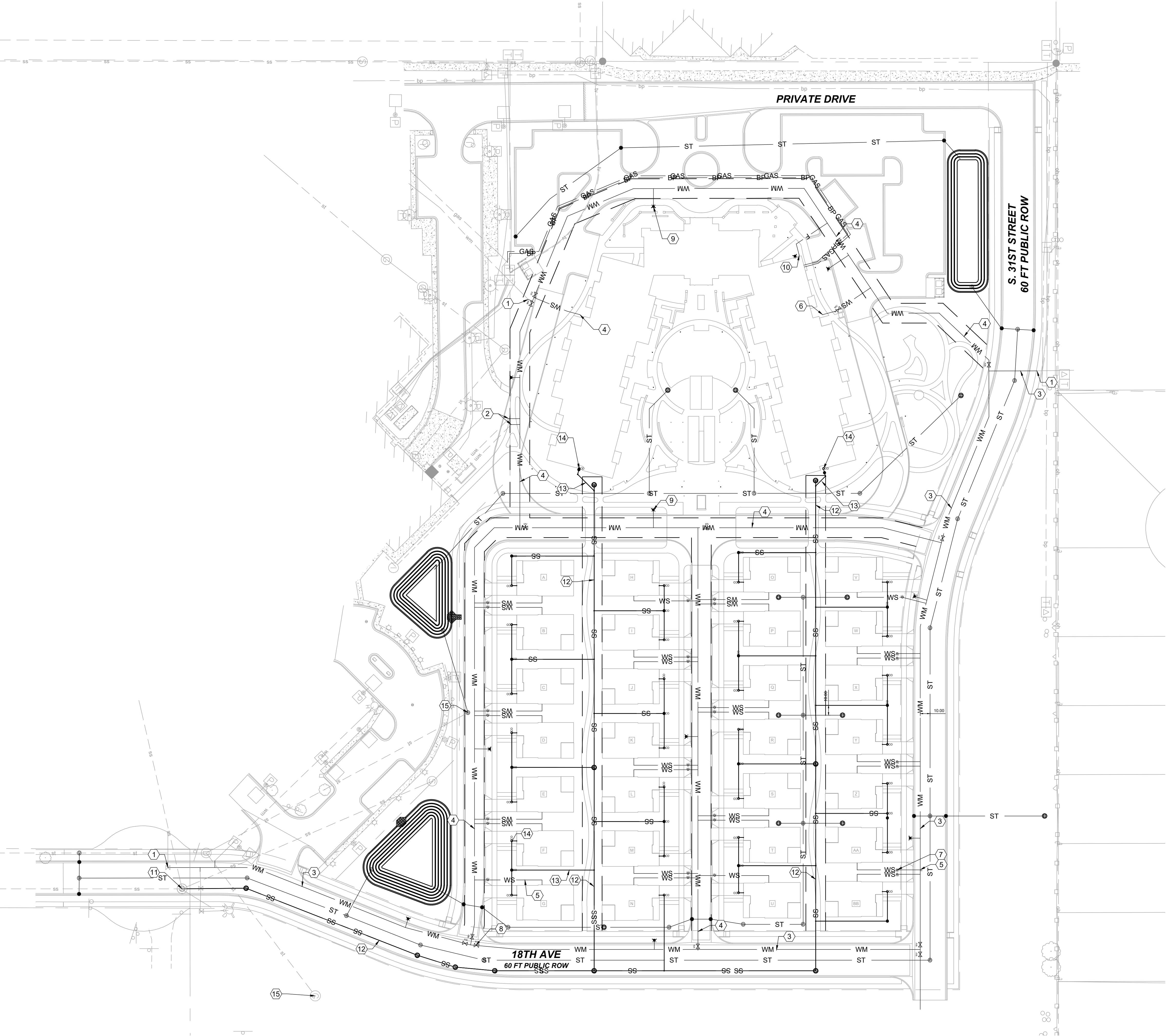


UTILITY LEGEND

- wm --- EXISTING WATER MAIN
--- WS --- WS --- PROPOSED WATER SERVICE
--- F --- PROPOSED FIRE SERVICE
--- ss --- EXISTING SEWER
--- SS --- PROPOSED SEWER
--- st --- EXISTING STORM
--- ST --- PROPOSED STORM
--- fb --- EXISTING FIBER OPTIC
--- FO --- FO --- PROPOSED FIBER OPTIC
--- ng --- EXISTING GAS
--- GAS --- GAS --- PROPOSED GAS
--- bp --- bp --- EXISTING BURIED POWER
--- BP --- BP --- PROPOSED BURIED POWER

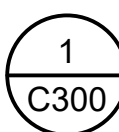
KEYNOTES

1. FIELD VERIFY EXACT LOCATION AND CONNECT TO EXISTING WATERMAIN
2. FIELD VERIFY EXACT LOCATION AND CONNECT EXISTING WATER AND FIRE SERVICE TO NEW WATERMAIN. FIELD VERIFY AND MATCH EXISTING SIZE.
3. PROPOSED 12" PUBLIC D.I. WATERMAIN
4. PROPOSED 8" PUBLIC D.I. WATERMAIN
5. PROPOSED 1" DOMESTIC WATER SERVICE
6. PROPOSED 4" DOMESTIC WATER SERVICE
7. PROPOSED CURB STOP (TYP.)
8. PROPOSED GATE VALVE (TYP.)
9. PROPOSED FIRE HYDRANT (TYP.)
10. PROPOSED 8" D.I. FIRE SERVICE
11. CONNECT TO EXISTING SANITARY SEWER MANHOLE
12. PROPOSED 8" PUBLIC SANITARY SEWER
13. PROPOSED 6" SANITARY SEWER SERVICE
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15. FIELD VERIFY AND CONNECT TO EXISTING STORM SEWER
16. PROPOSED STORM SEWER
17. PROPOSED STORM SEWER INLET

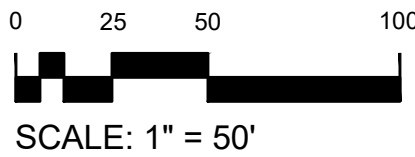


BENCHMARK

CP10 - FIRE HYDRANT ARROW BOLT - ELEVATION GENERATED BY NGS OPUS SOLUTION REPORT. ELEVATION = 3500.92 (NAVD 88 - COMPUTED USING GEOID18)



1 OVERALL UTILITY PLAN

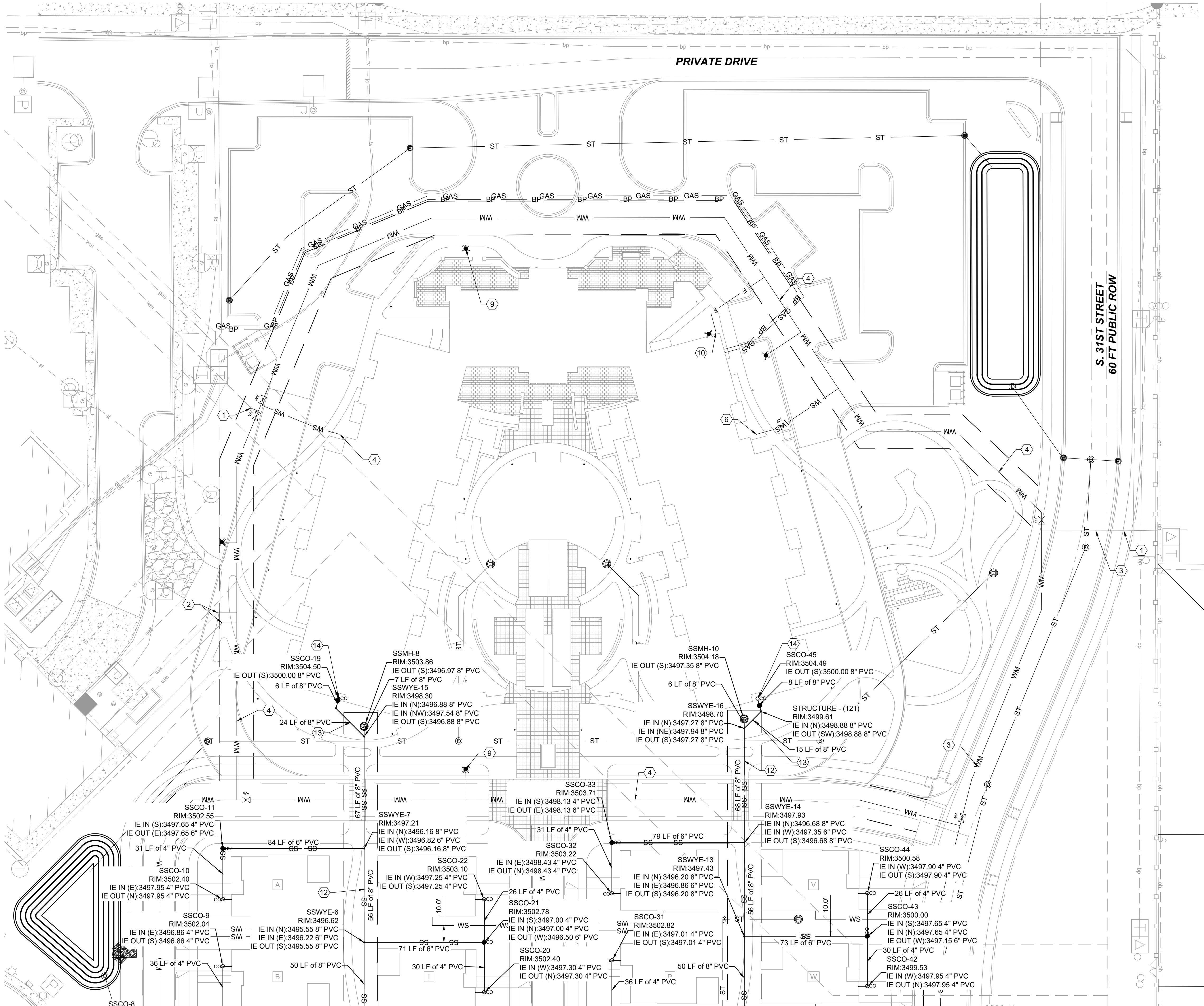


UTILITY LEGEND

---	wm	---	EXISTING WATER MAIN
---	ws	---	PROPOSED WATER SERVICE
---	f	---	PROPOSED FIRE SERVICE
---	ss	---	EXISTING SEWER
---	ss	---	PROPOSED SEWER
---	st	---	EXISTING STORM
---	st	---	PROPOSED STORM
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---	ng	---	EXISTING GAS
---	gas	---	PROPOSED GAS
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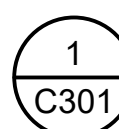
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SOLUTION REPORT. ELEVATION = 3500.92 (NAVD 88 - COMPUTED USING
GEOID18)



1 PRELIMINARY UTILITY PLAN
C301

0 15 30 60
SCALE: 1" = 30'

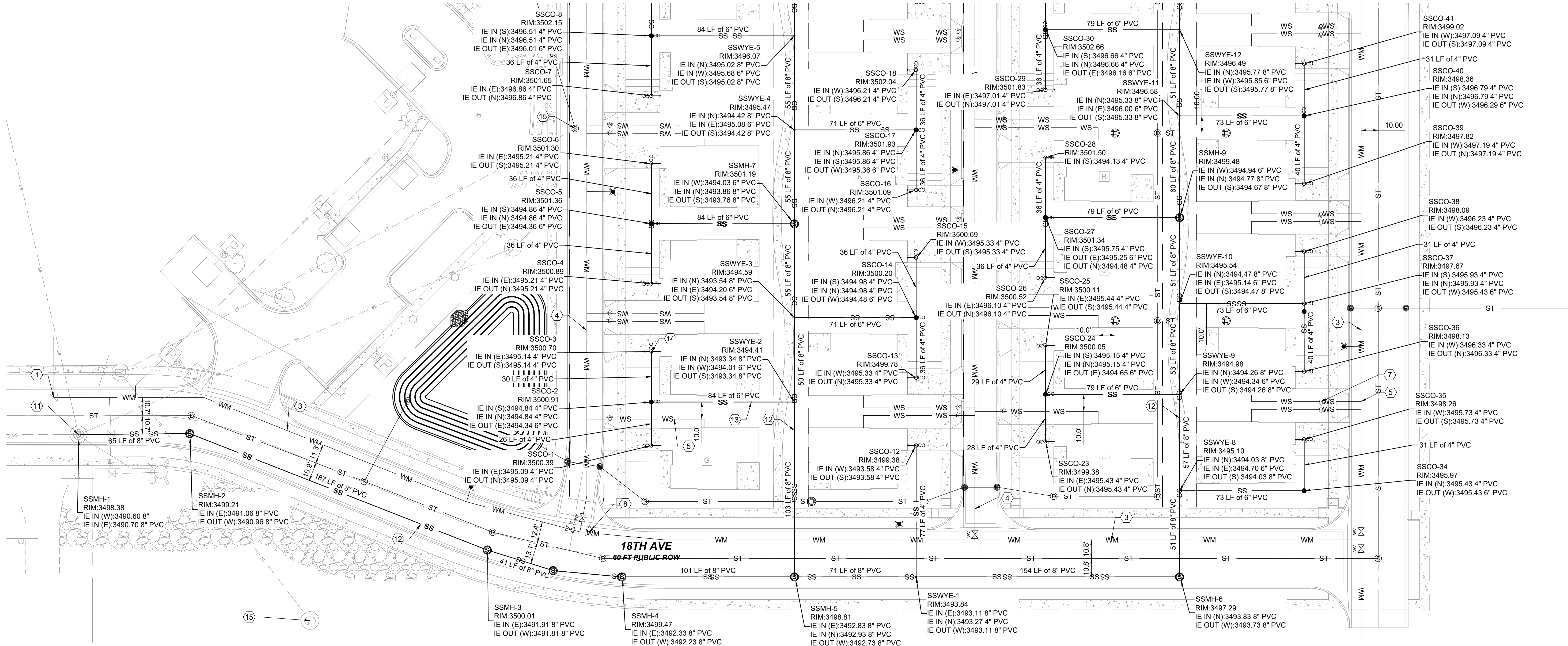
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UTILITY LEGEND

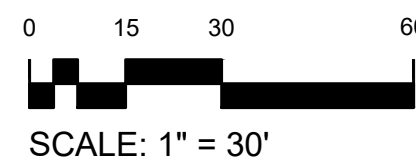
---	wm	---	EXISTING WATER MAIN
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---	ss	---	PROPOSED SEWER
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---	fo	---	PROPOSED FIBER OPTIC
---	ng	---	EXISTING GAS
---	gas	---	PROPOSED GAS
---	bp	---	EXISTING BURIED POWER
---	bp	---	PROPOSED BURIED POWER

SEE SHEET C301



1
C302

PRELIMINARY UTILITY PLAN

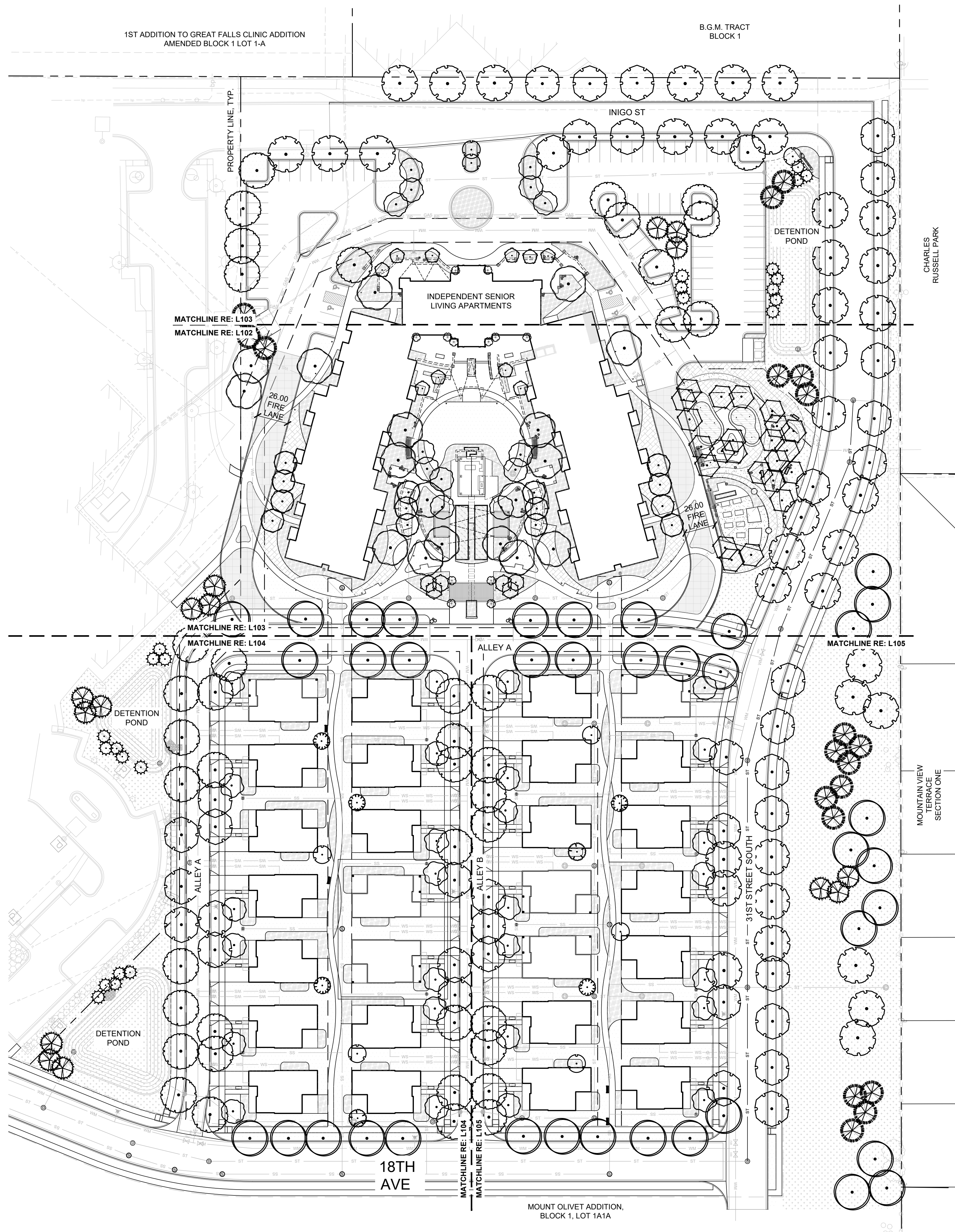


BENCHMARK

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OVERALL LANDSCAPE PLAN LEGEND

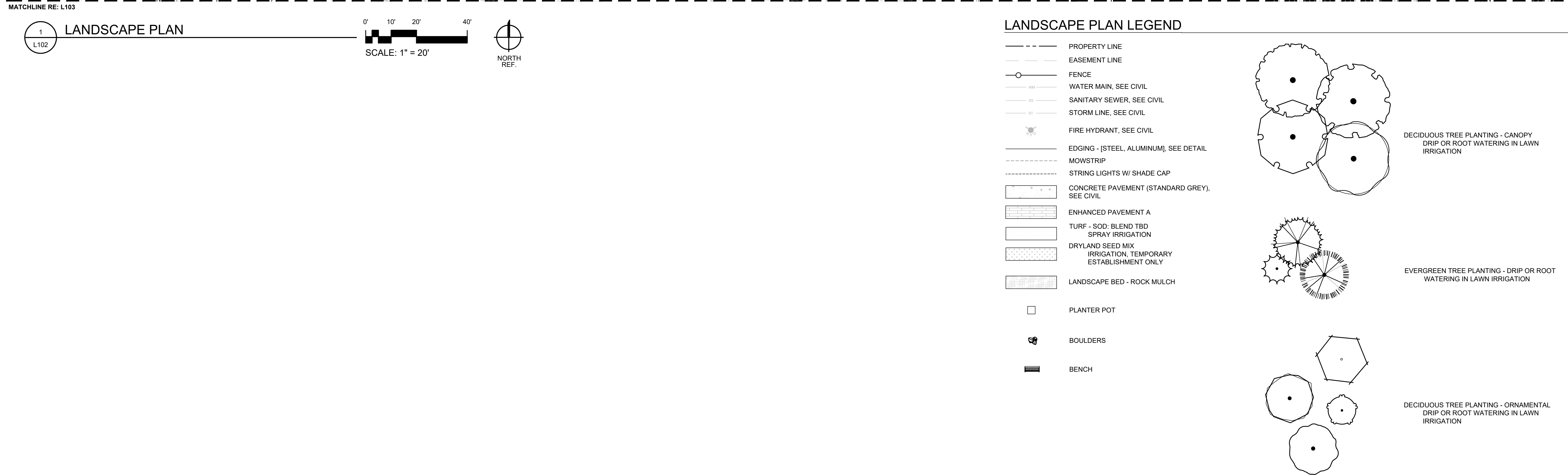
	PROPERTY LINE
	EASEMENT LINE
	FENCE
	WATER MAIN, SEE CIVIL
	SANITARY SEWER, SEE CIVIL
	STORM LINE, SEE CIVIL
	FIRE HYDRANT, SEE CIVIL
	EDGING - [STEEL, ALUMINUM], SEE DETAIL
	MOWSTRIP
	STRING LIGHTS W/ SHADE CAP
	TURF - SOD: BLEND TBD SPRAY IRRIGATION
	DRYLAND SEED MIX: MIX TBD IRRIGATION, TEMPORARY ESTABLISHMENT ONLY
	REINFORCED TURF (GRASS PAVE)
	SYNTHETIC TURF A
	SYNTHETIC TURF B
	SYNTHETIC TURF C
	PERENNIAL SEED BLEND SPRAY IRRIGATION
	LANDSCAPE BED ROCK MULCH - APARTMENT PLANTINGS ORGANIC MULCH - VILLA PLANTINGS
	DECIDUOUS TREE PLANTING - CANOPY DRIP OR ROOT WATERING IN LAWN IRRIGATION
	EVERGREEN TREE PLANTING - DRIP OR ROOT WATERING IN LAWN IRRIGATION
	DECIDUOUS TREE PLANTING - ORNAMENTAL DRIP OR ROOT WATERING IN LAWN IRRIGATION



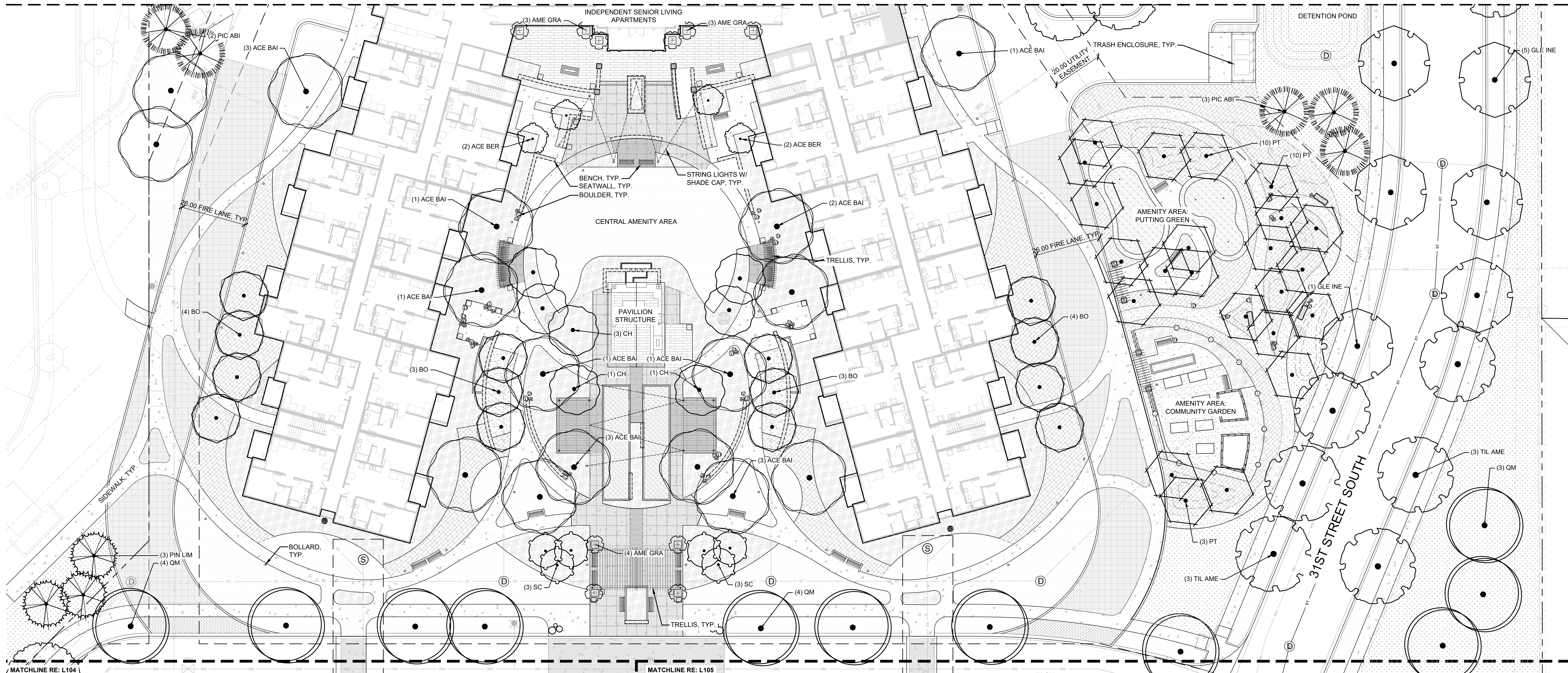
1
L101
OVERALL LANDSCAPE SITE PLAN

0' 25' 50' 100'
SCALE: 1" = 50'





MATCHLINE RE: L102



MATCHLINE RE: L104

MATCHLINE RE: L105

LANDSCAPE PLAN

1
L103

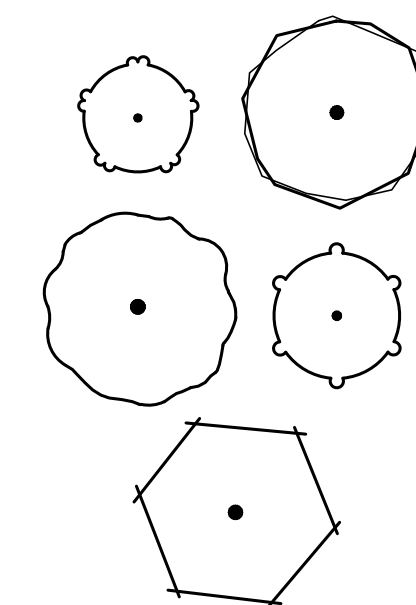
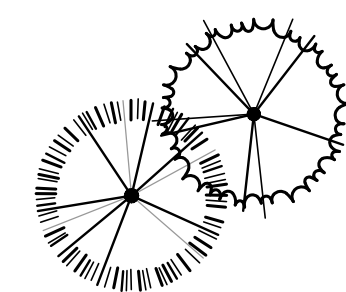
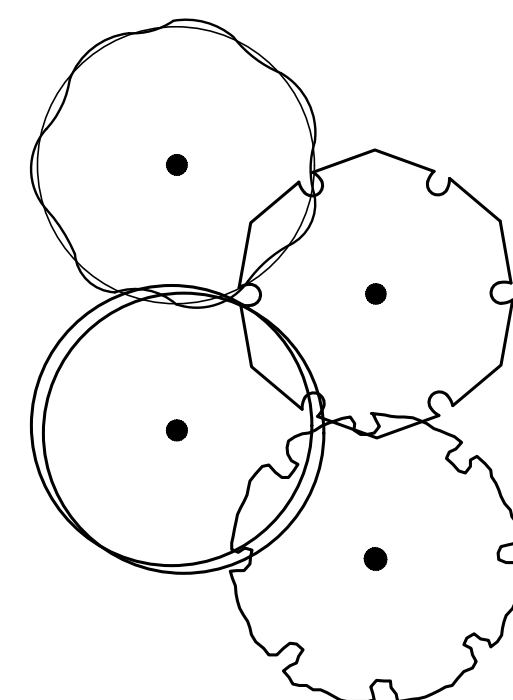
0' 10' 20' 40'

SCALE: 1" = 20'



LANDSCAPE PLAN LEGEND

---	PROPERTY LINE		REINFORCED TURF (GRASS PAVE)
- - -	EASEMENT LINE		PERENNIAL SEED BLEND
—○—	FENCE		SPRAY IRRIGATION
—W—	WATER MAIN, SEE CIVIL		LANDSCAPE BED - ROCK MULCH
—SS—	SANITARY SEWER, SEE CIVIL		CRUSHER FINES
—ST—	STORM LINE, SEE CIVIL		SYNTHETIC TURF A
—F—	FIRE HYDRANT, SEE CIVIL		SYNTHETIC TURF B
—E—	EDGING - (STEEL, ALUMINUM), SEE DETAIL		SYNTHETIC TURF C
—M—	MOWSTRIP		
—S—	STRING LIGHT W/ SHADE CAP		
	CONCRETE PAVEMENT (STANDARD GREY), SEE CIVIL		
	ENHANCED PAVEMENT A		
	ENHANCED PAVEMENT B		
	ENHANCED PAVEMENT C (REINFORCED)		
	TURF - SOD: BLEND TBD		
	SPRAY IRRIGATION		
	DRYLAND SEED MIX: MIX TBD		
	IRRIGATION, TEMPORARY ESTABLISHMENT ONLY		
	PLANTER POT		
	BOULDERS		
	BENCH		



3015 18TH AVENUE SOUTH
GREAT FALLS, MONTANA 59405

SANAVITA ESTATES

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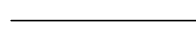
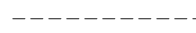
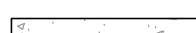
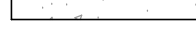
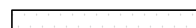
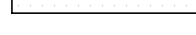
INDEPENDENT LIVING
PUD & MINOR
SUBDIVISION

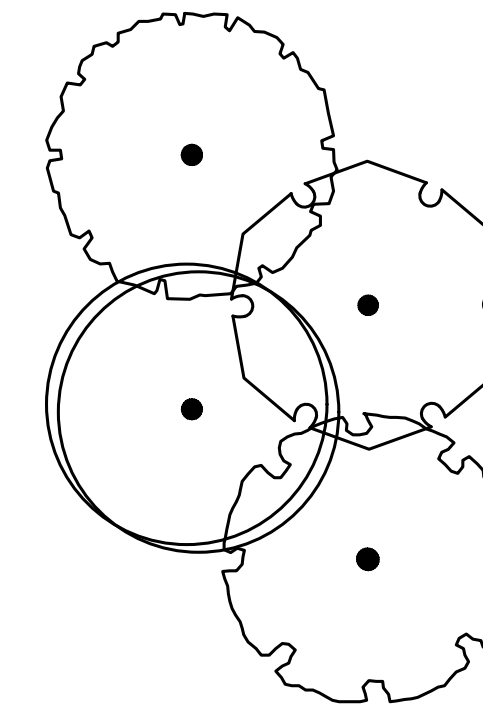
04.30.2025
PROJ# | BEN24_INSLVNG
DESIGNED BY | MUIR
DRAWN BY | MARQUIS
REVIEWED BY | MUIR
REVISIONS

LANDSCAPE PLAN

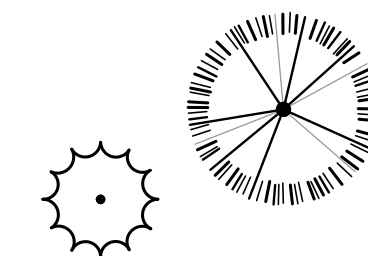
L103



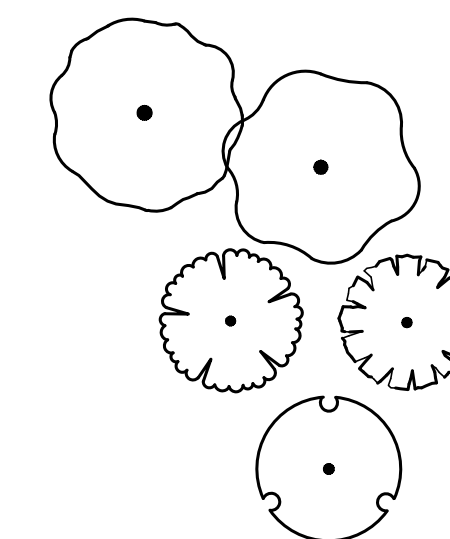
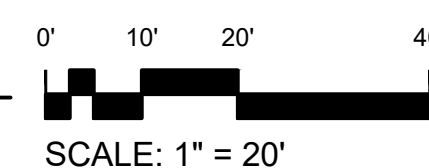
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|  | EASEMENT LINE |
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|  | SANITARY SEWER, SEE CIVIL |
|  | STORM LINE, SEE CIVIL |
|  | FIRE HYDRANT, SEE CIVIL |
|  | EDGING (STEEL, ALUMINUM), SEE DETAIL |
|  | MOWSTRIP |
|  | CONCRETE PAVEMENT (STANDARD GREY),
SEE CIVIL |
|  | TURF - SOD; BLEND TBD |
|  | SPRAY IRRIGATION |
|  | DRYLAND SEED MIX |
| | IRRIGATION, TEMPORARY
ESTABLISHMENT ONLY |
|  | LANDSCAPE BED - ORGANIC MULCH |



DECIDUOUS TREE PLANTING - CANOPY
DRIP OR ROOT WATERING IN LAWN
IRRIGATION

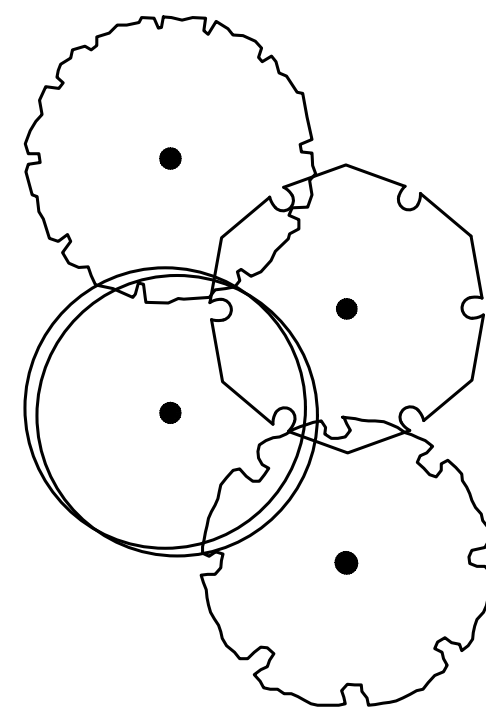
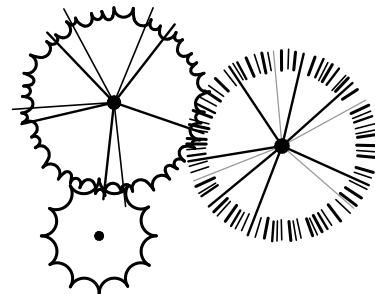
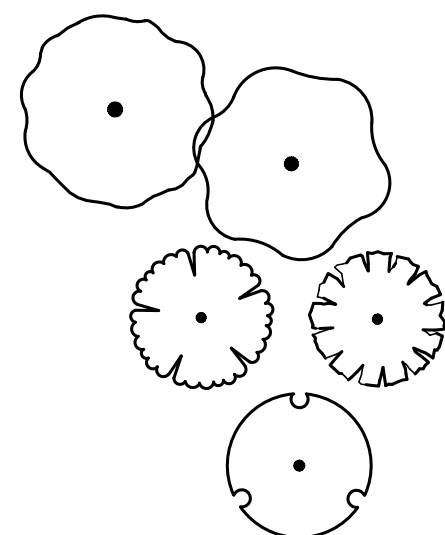
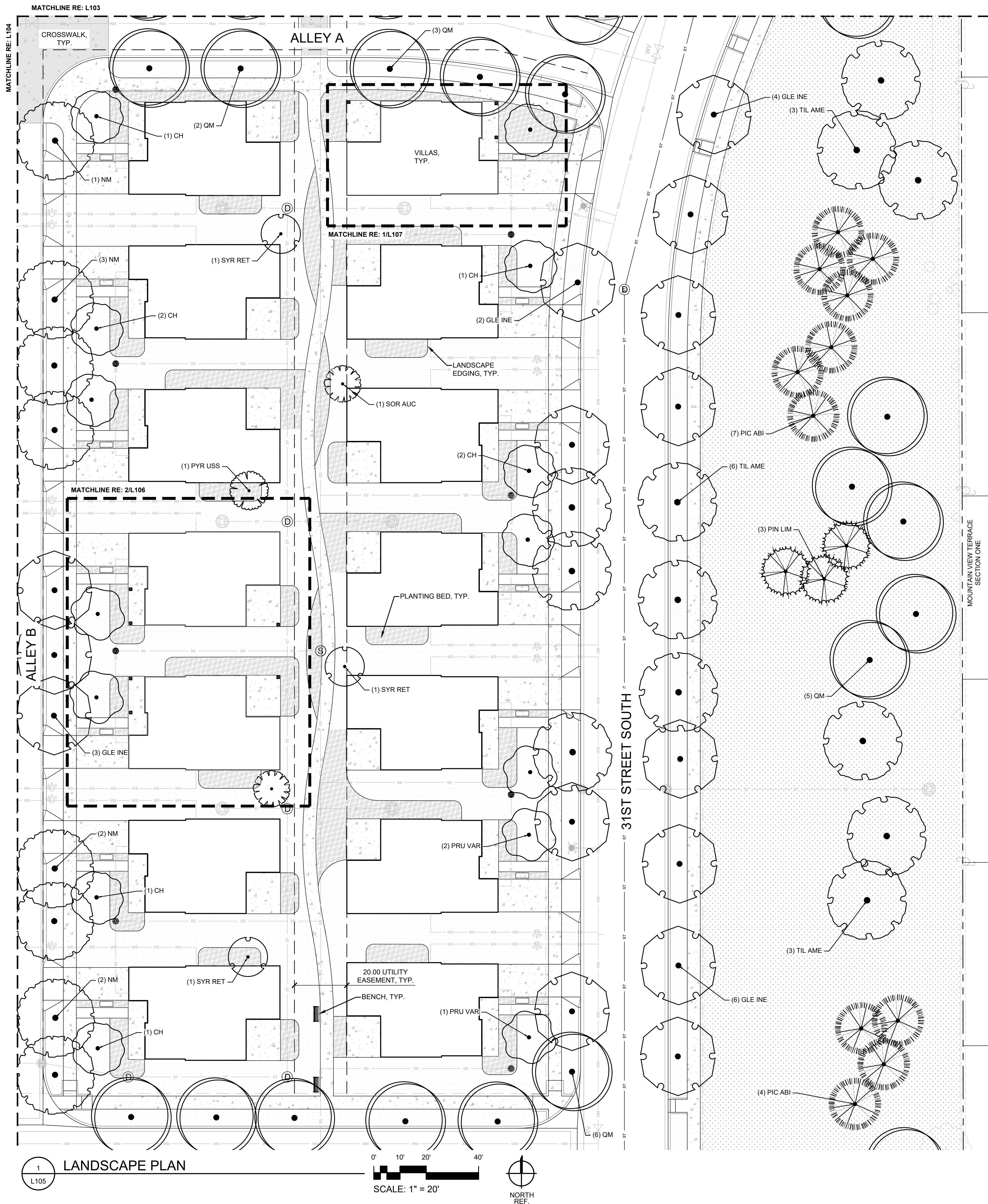


EVERGREEN TREE PLANTING - DRIP OR ROOT WATERING IN LAWN IRRIGATION

DECIDUOUS TREE PLANTING - ORNAMENTAL
DRIP OR ROOT WATERING IN LAWN
IRRIGATION

LANDSCAPE PLAN LEGEND

	PROPERTY LINE
	EASEMENT LINE
	WATER MAIN, SEE CIVIL
	SANITARY SEWER, SEE CIVIL
	STORM LINE, SEE CIVIL
	FIRE HYDRANT, SEE CIVIL
	EDGING - [STEEL, ALUMINUM], SEE DETAIL
	MOWSTRIP
	CONCRETE PAVEMENT (STANDARD GREY), SEE CIVIL
	TURF - SOD: BLEND TBD
	SPRAY IRRIGATION
	DRYLAND SEED MIX
	IRRIGATION, TEMPORARY ESTABLISHMENT ONLY
	LANDSCAPE BED - ORGANIC MULCH

DECIDUOUS TREE PLANTING - CANOPY
DRIP OR ROOT WATERING IN LAWN
IRRIGATIONEVERGREEN TREE PLANTING - DRIP OR ROOT
WATERING IN LAWN IRRIGATIONDECIDUOUS TREE PLANTING - ORNAMENTAL
DRIP OR ROOT WATERING IN LAWN
IRRIGATION

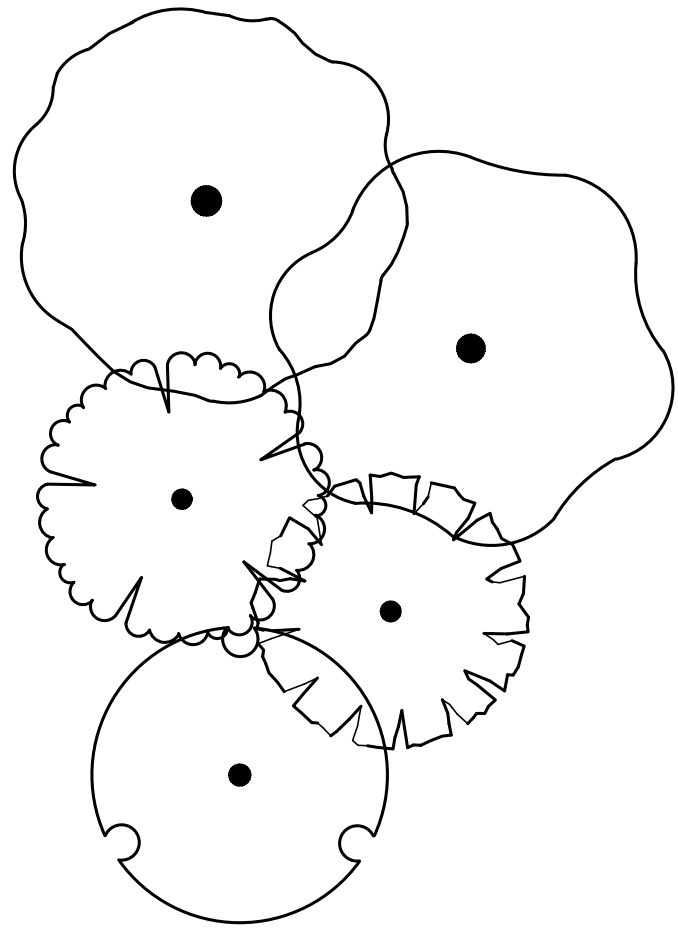
1 LANDSCAPE PLAN

L105

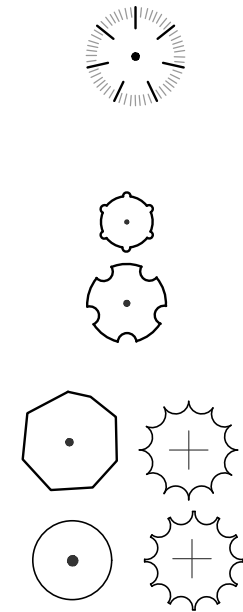
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REF.

LANDSCAPE PLAN LEGEND

- PROPERTY LINE
- EASEMENT LINE
- WATER MAIN, SEE CIVIL
- SANITARY SEWER, SEE CIVIL
- STORM LINE, SEE CIVIL
- FIRE HYDRANT, SEE CIVIL
- EDGING - [STEEL, ALUMINUM], SEE DETAIL
- CONCRETE PAVEMENT (STANDARD GREY), SEE CIVIL
- TURF - SOD: BLEND TBD
SPRAY IRRIGATION
- PLANTER - ORGANIC MULCH



DECIDUOUS TREE PLANTING - ORNAMENTAL
DRIP OR ROOT WATERING IN LAWN
IRRIGATION



UPRIGHT EVERGREEN SHRUB PLANTING
DRIP OR ROOT WATERING IN LAWN
IRRIGATION

DECIDUOUS SHRUB PLANTING
DRIP OR ROOT WATERING IN LAWN
IRRIGATION

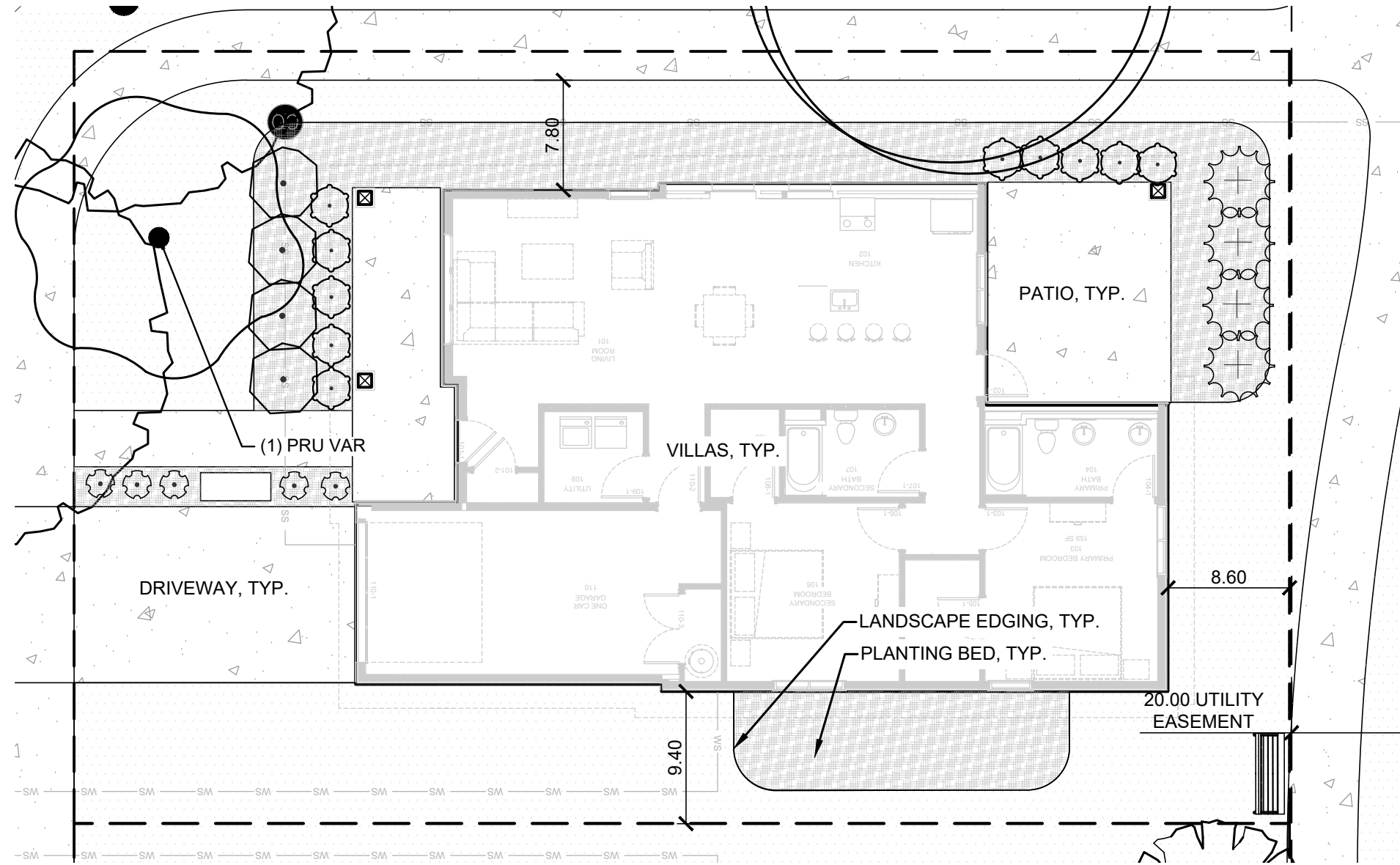
EVERGREEN SHRUB PLANTING
DRIP OR ROOT WATERING IN LAWN
IRRIGATION

FOUNDATION LAYOUT AREA
4,736 SF, TYP.

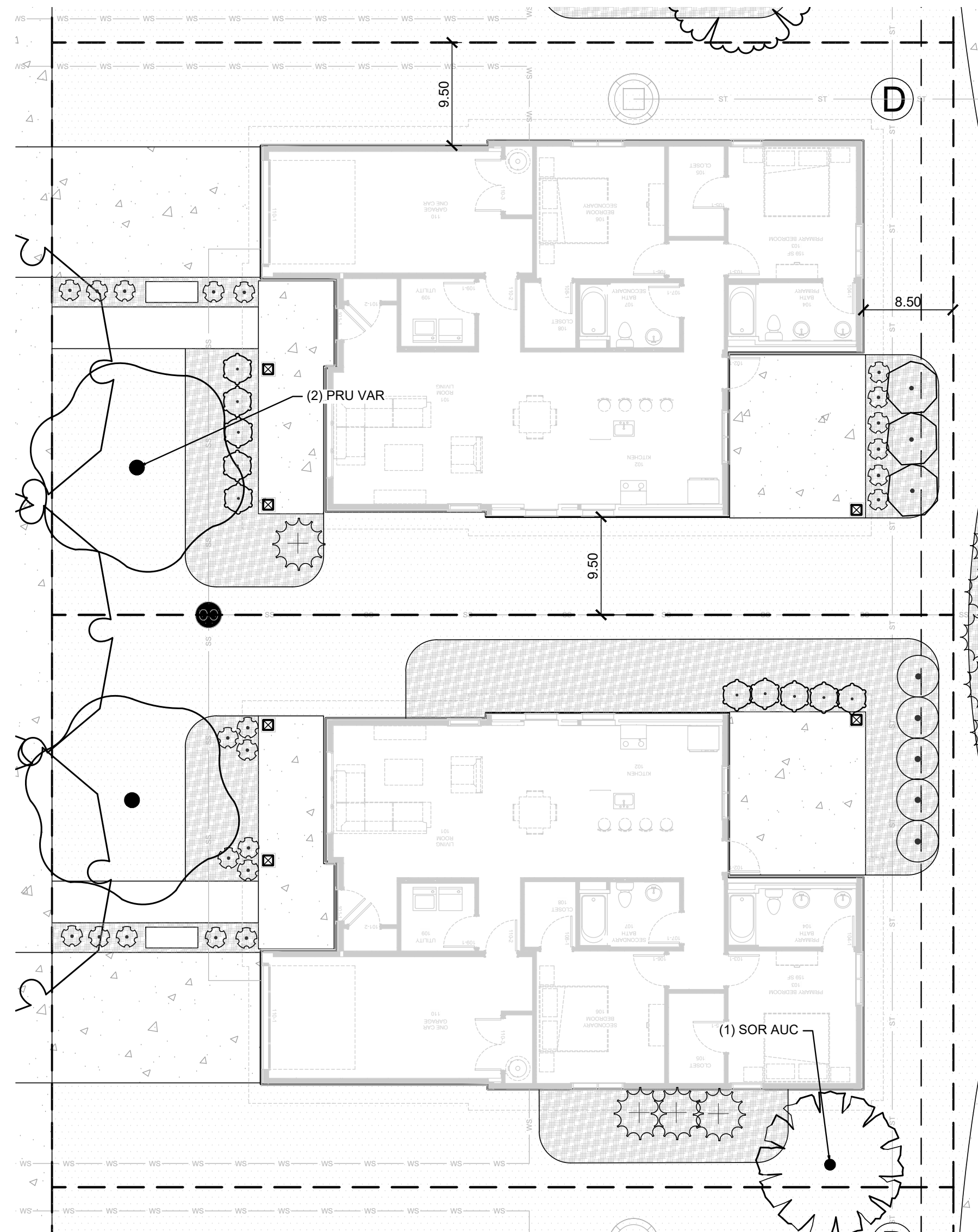
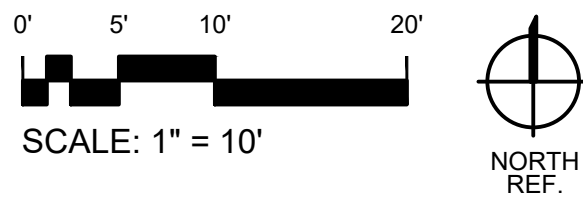
FOUNDATION DESIGN PLANT SCHEDULE

DECIDUOUS SHRUB				
AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE APPLE SERVICEBERRY	5 GAL.	POT	20-25' H X 15' W
CORNUS SERICEA 'FARROW'	ARCTIC FIRE® RED TWIG DOGWOOD	1 GAL.	POT	3-4' H X 3-4' W
FALLUGIA PARADOXA	APACHE PLUME	5 GAL.	POT	4-6' H X 4-6' W
RHUS TRILOBATA 'AUTUMN AMBER'	AUTUMN AMBER SUMAC	5 GAL.	POT	0.5-1.5' H X 6-8' W
RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT	5 GAL.	POT	3-4' H X 2-3' W
EVERGREEN SHRUB				
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JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER	5 GAL.	POT	0.5' H X 4-6' W
JUNIPERUS SCOPULORUM 'MEDORA'	MEDORA JUNIPER	6' HT	B&B	10-20' H X 4-5' W
MAHONIA REPENS	CREEPING MAHONIA	5 GAL.	POT	1-2' H X 3-5' W
PINUS SYLVESTRIS 'HILLSIDE CREEPER'	HILLSIDE CREEPER SCOTCH PINE	5 GAL.	POT	2' H X 6-8' W
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BOUTELOUA GRACILIS 'BLONDE AMBITION'	BLONDE AMBITION BLUE GRAMA	1 GAL.	POT	2-3' H X 2-3' W
CALAMAGROSIS BRACHYTRICHA	KOREAN FEATHER REED GRASS	1 GAL.	POT	4' H X 3' W
DESCHAMPSIA CESPITOSA	TUFTED HAIR GRASS	1 GAL.	POT	2-3' H X 1-2' W
FESTUCA IDAHOENSIS	IDAHO FESCUE	1 GAL.	POT	1-3' H X 1-1.5' W
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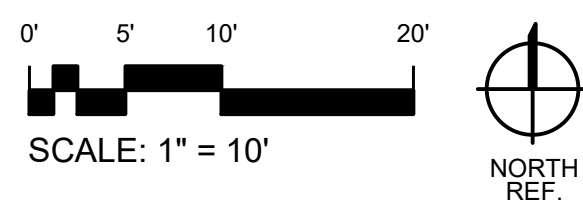
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1 TYP. FOUNDATION LAYOUT ENLARGEMENT
L106

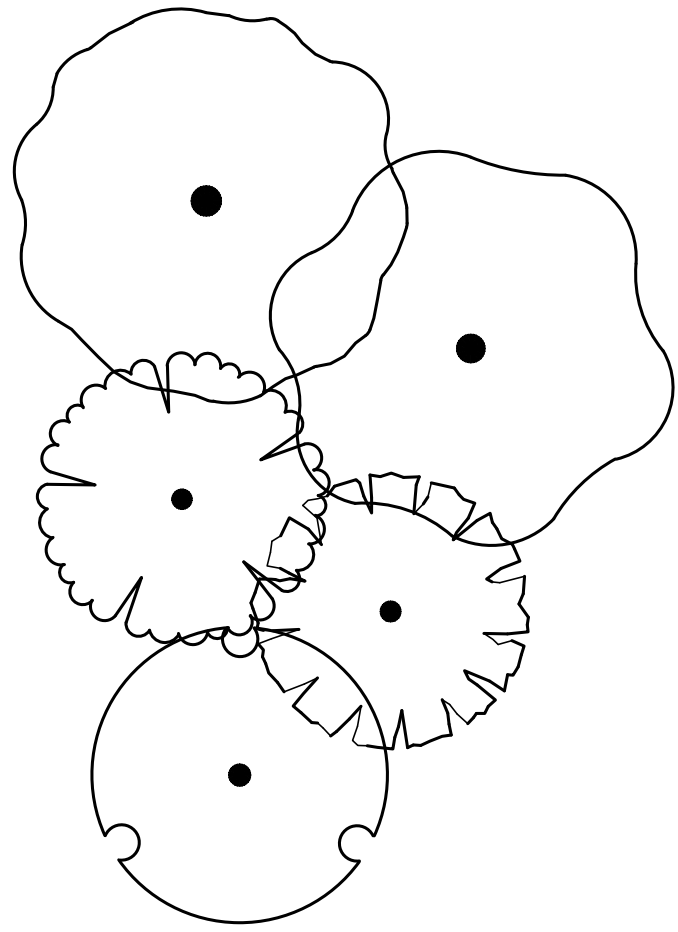


2 TYP. FOUNDATION LAYOUT ENLARGEMENT 2
L106

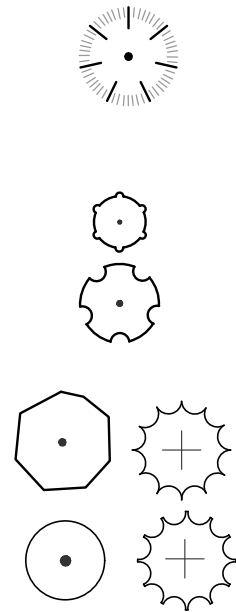


LANDSCAPE PLAN LEGEND

- PROPERTY LINE
- EASEMENT LINE
- WATER MAIN, SEE CIVIL
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DECIDUOUS TREE PLANTING - ORNAMENTAL
DRIP OR ROOT WATERING IN LAWN
IRRIGATION



UPRIGHT EVERGREEN SHRUB PLANTING
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DECIDUOUS SHRUB PLANTING
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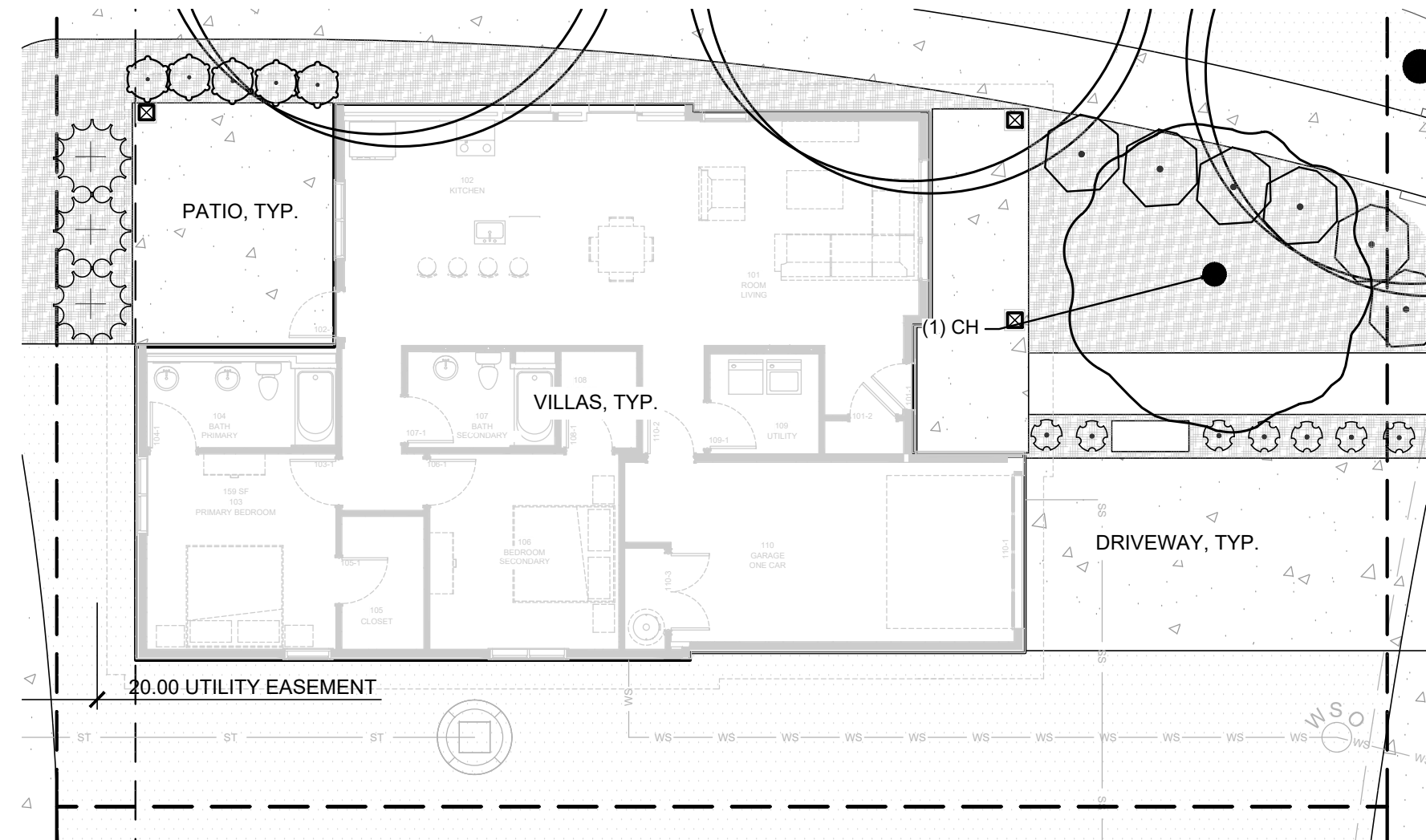


FOUNDATION LAYOUT AREA
4,736 SF, TYP.

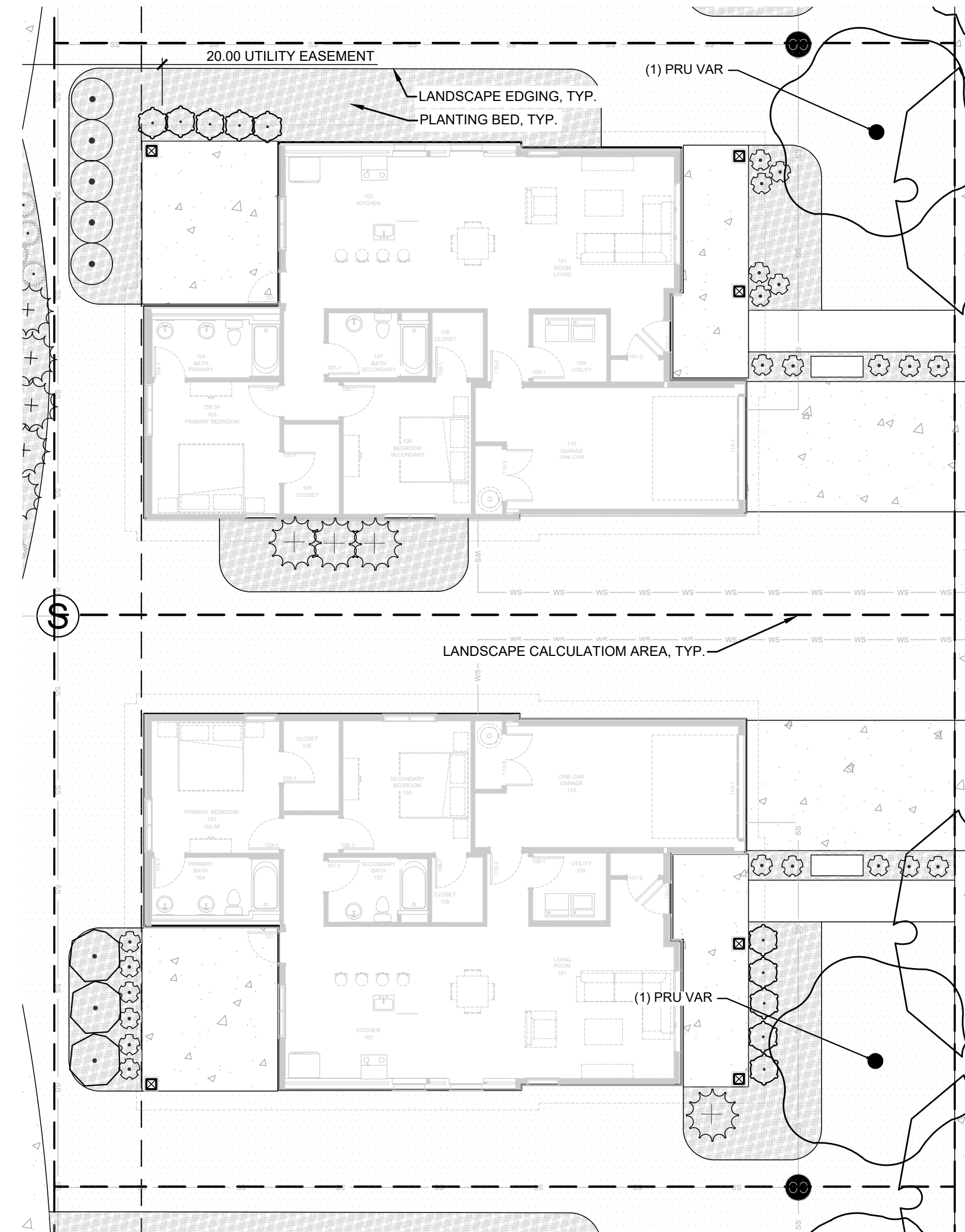
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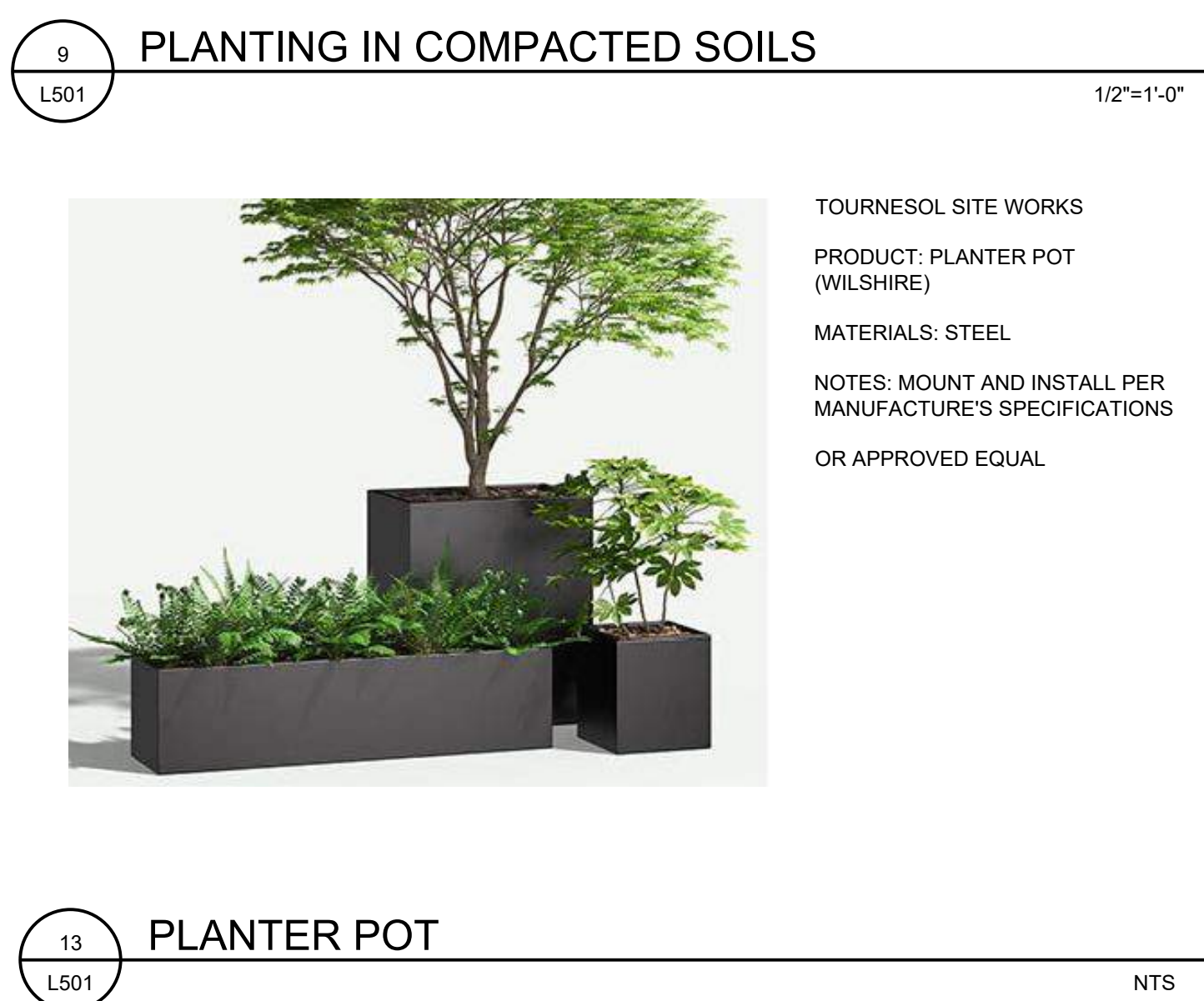
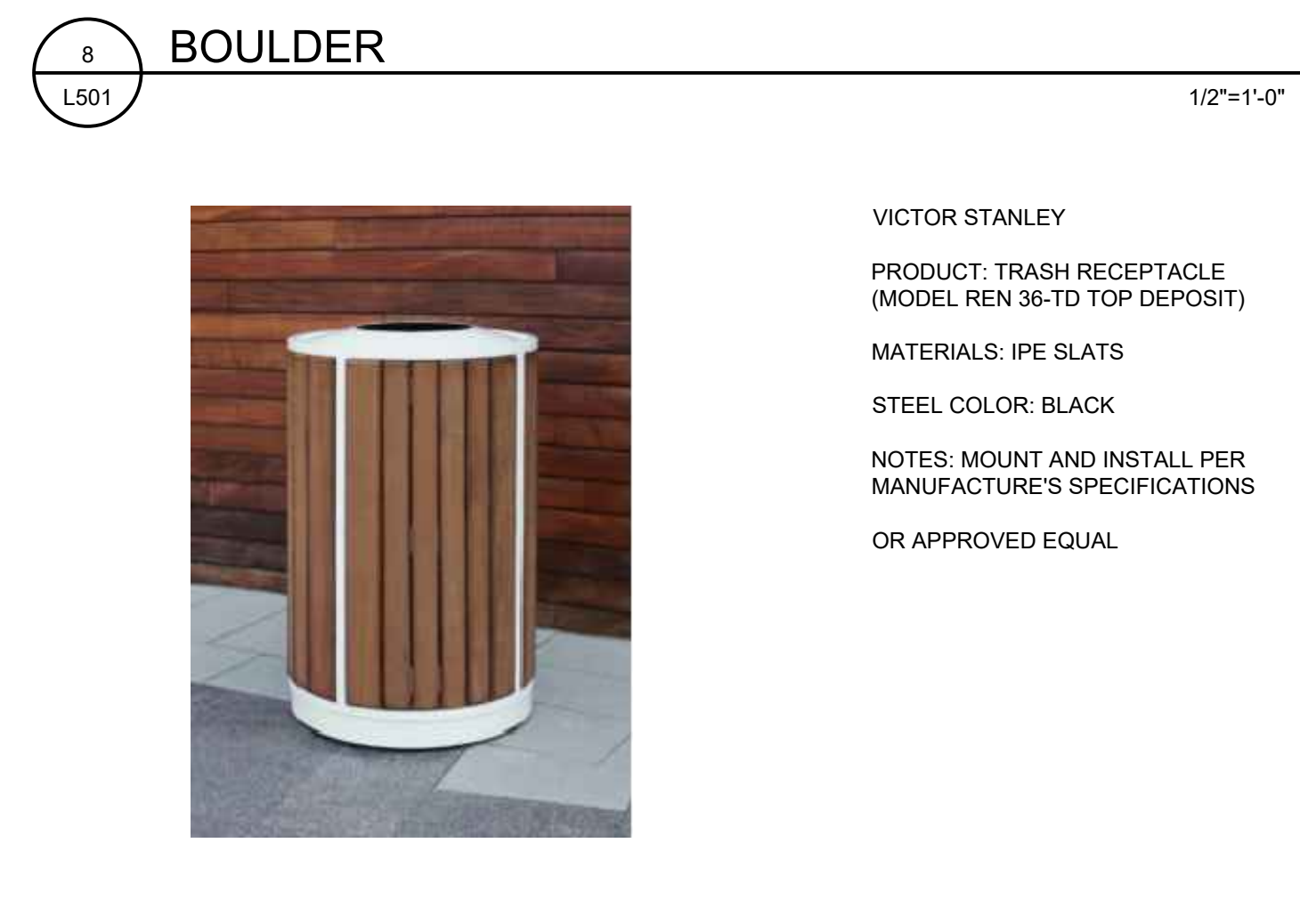
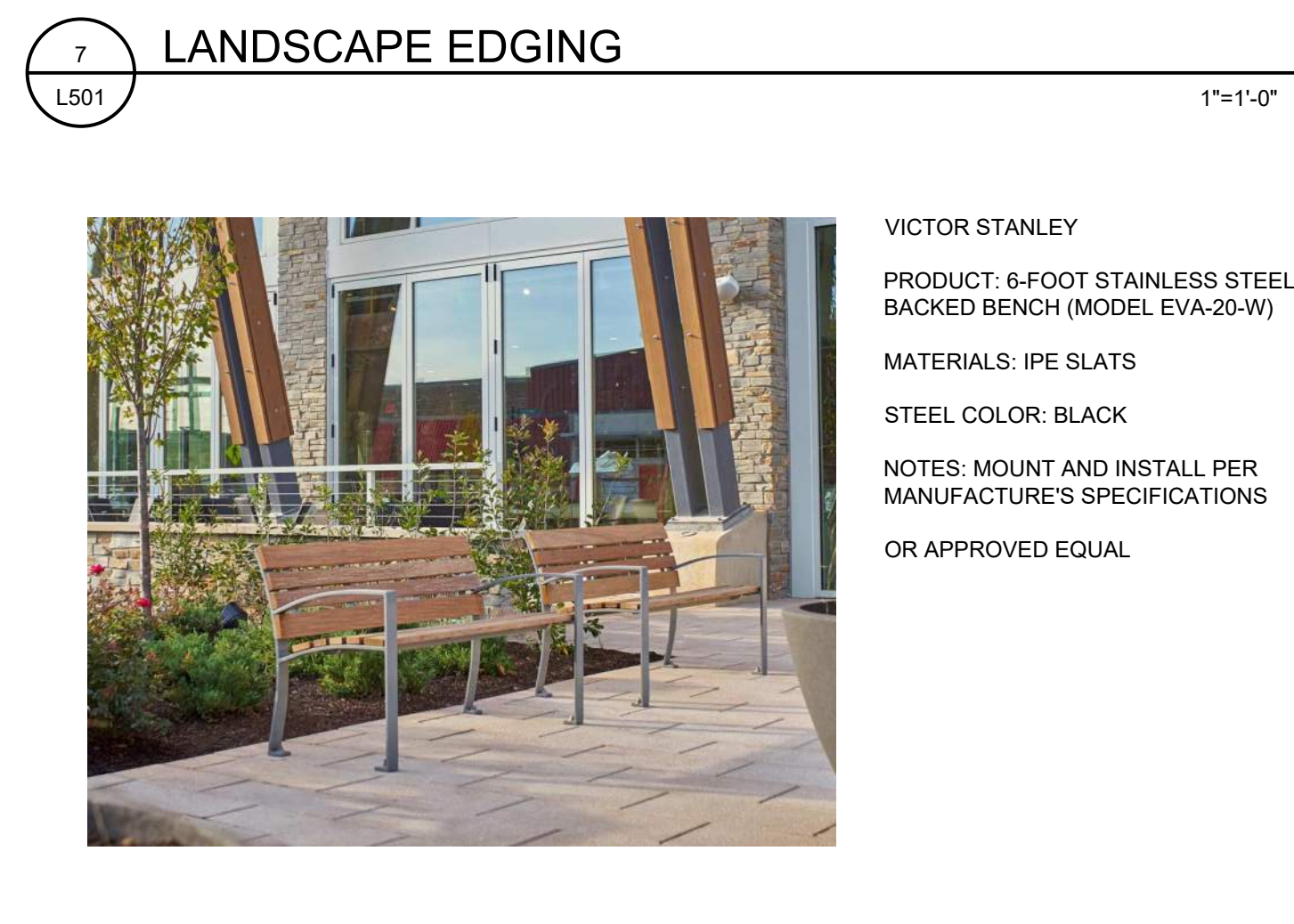
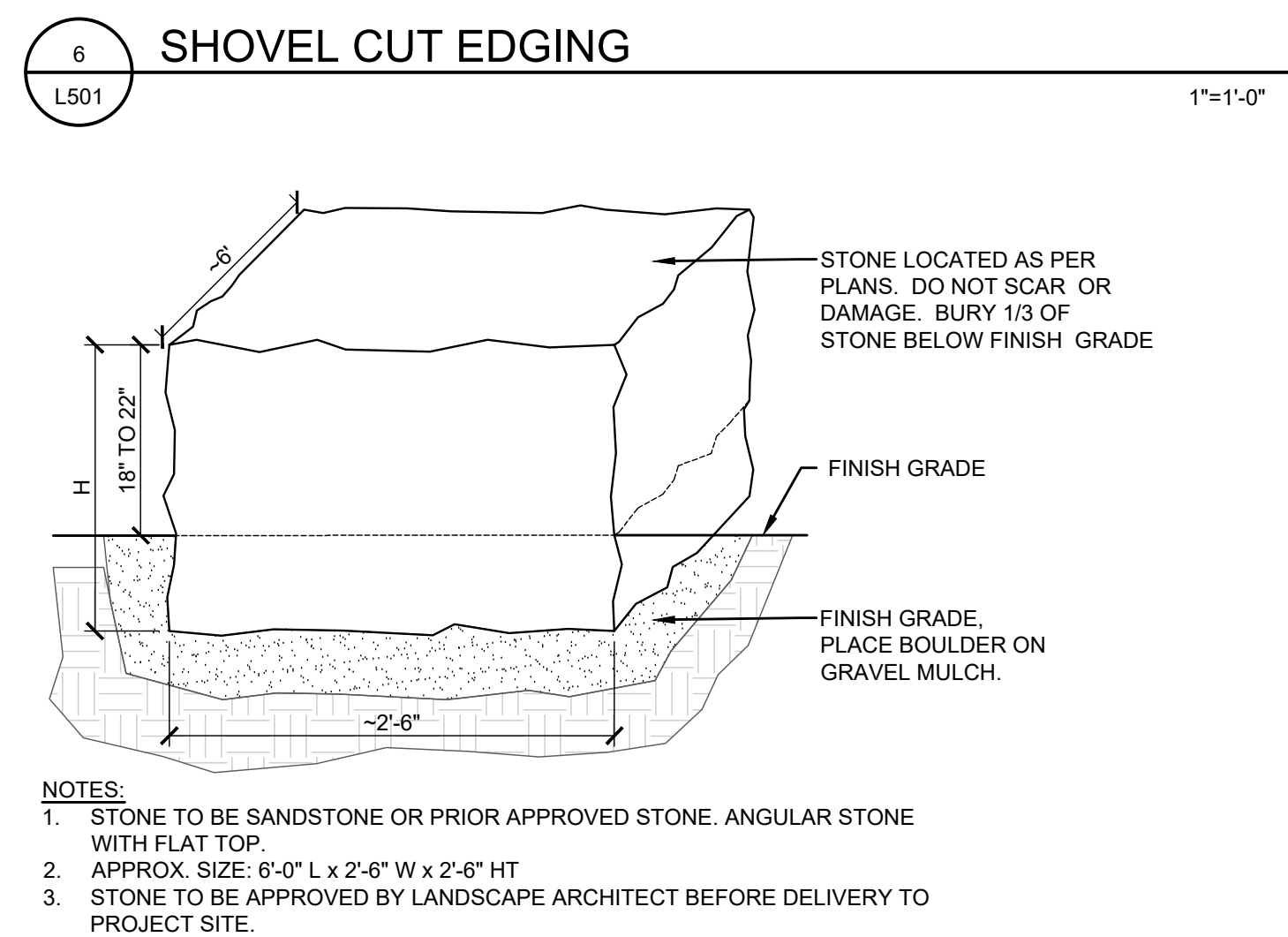
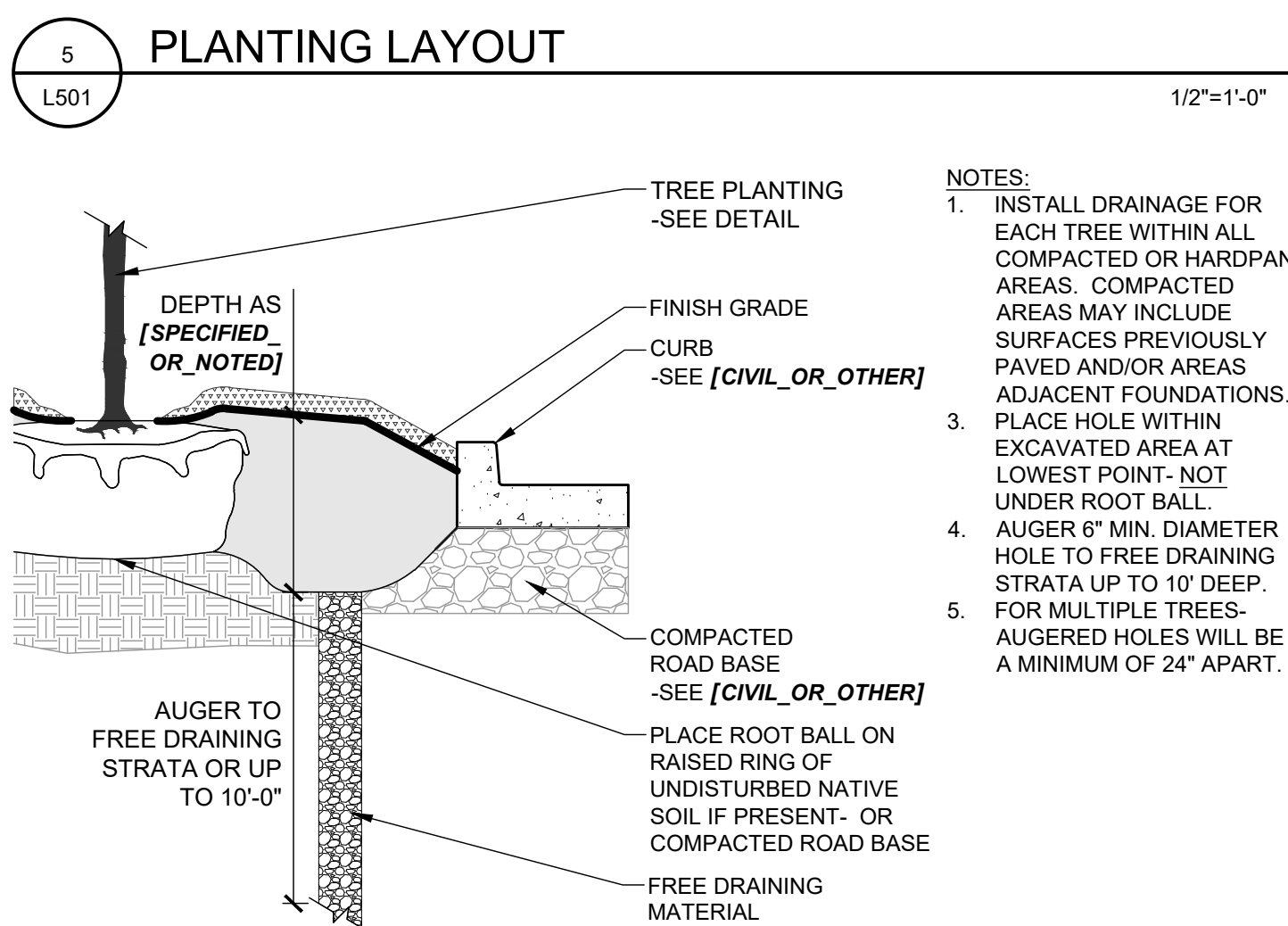
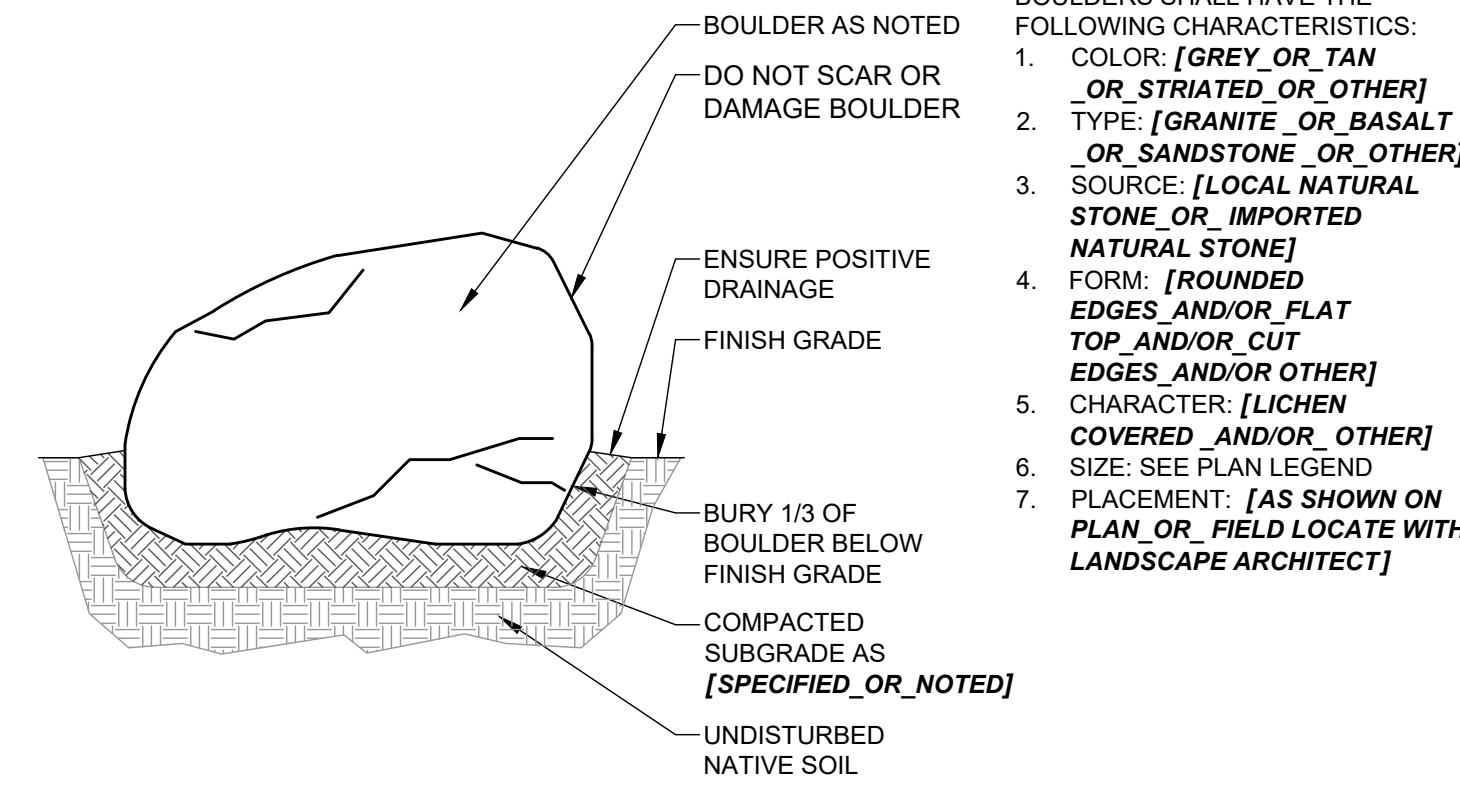
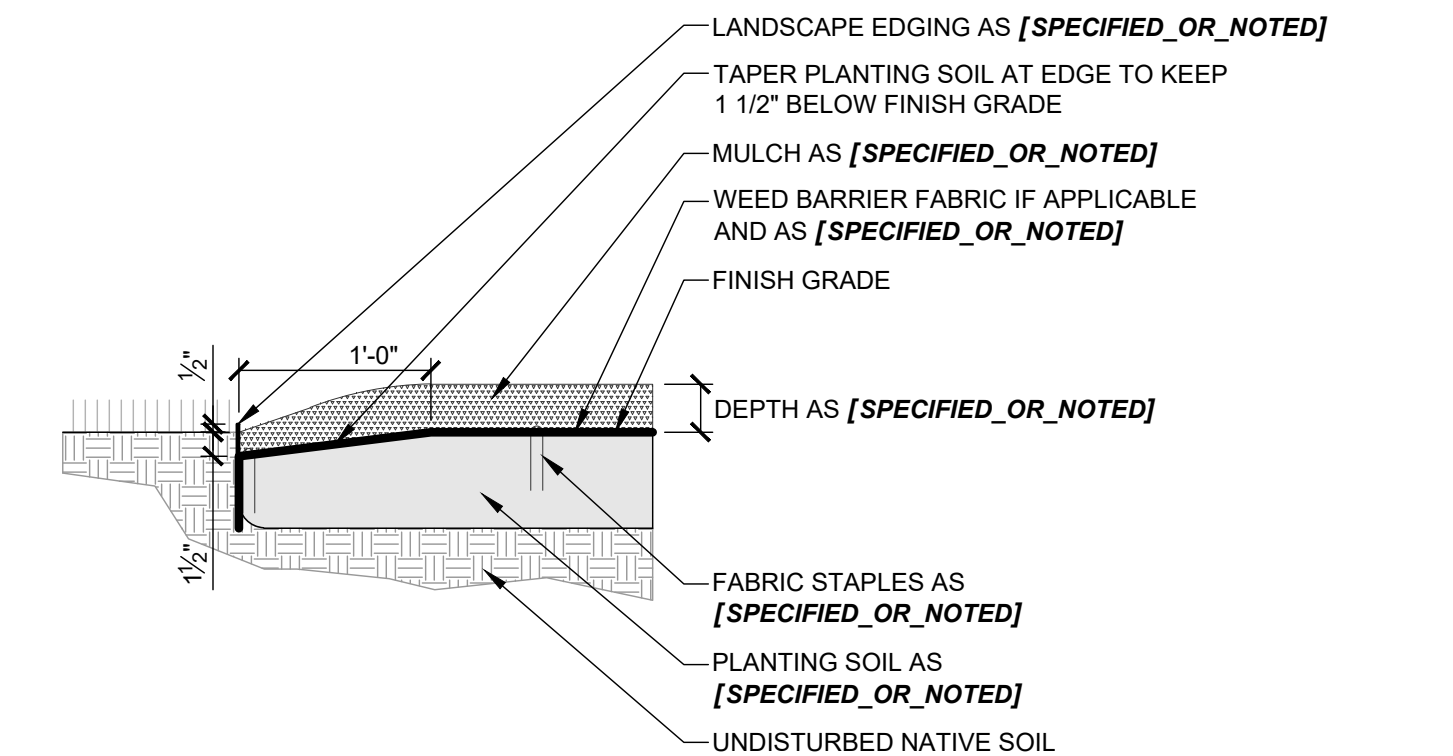
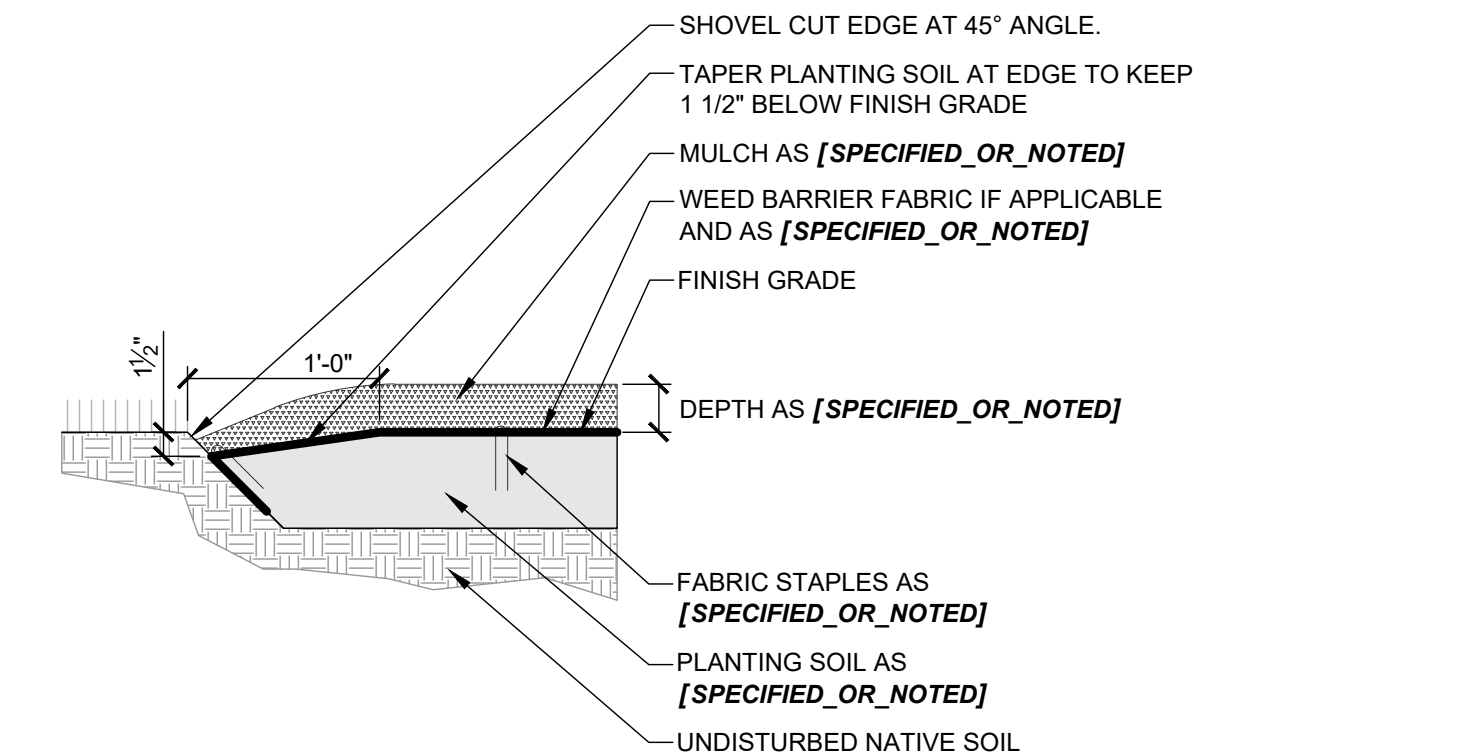
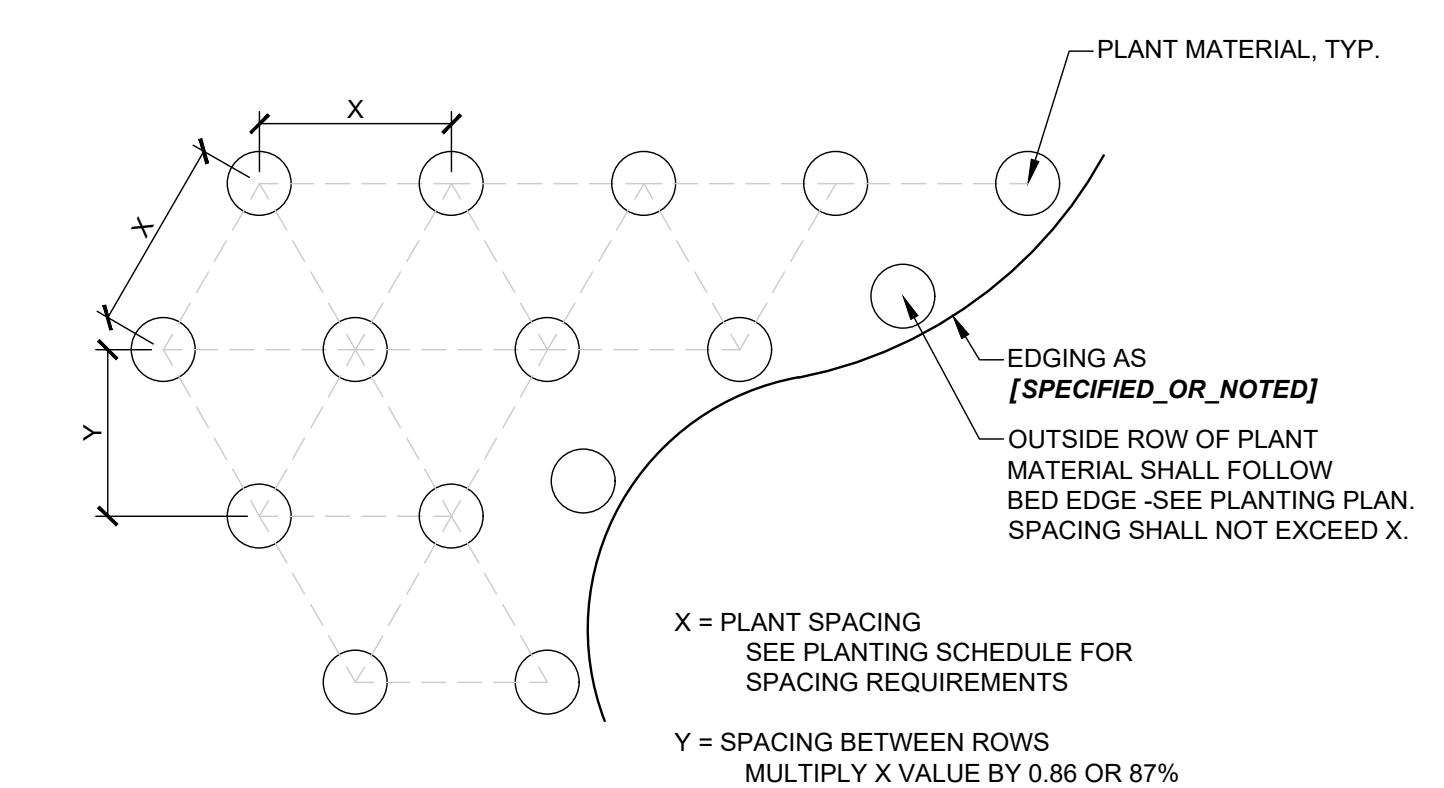
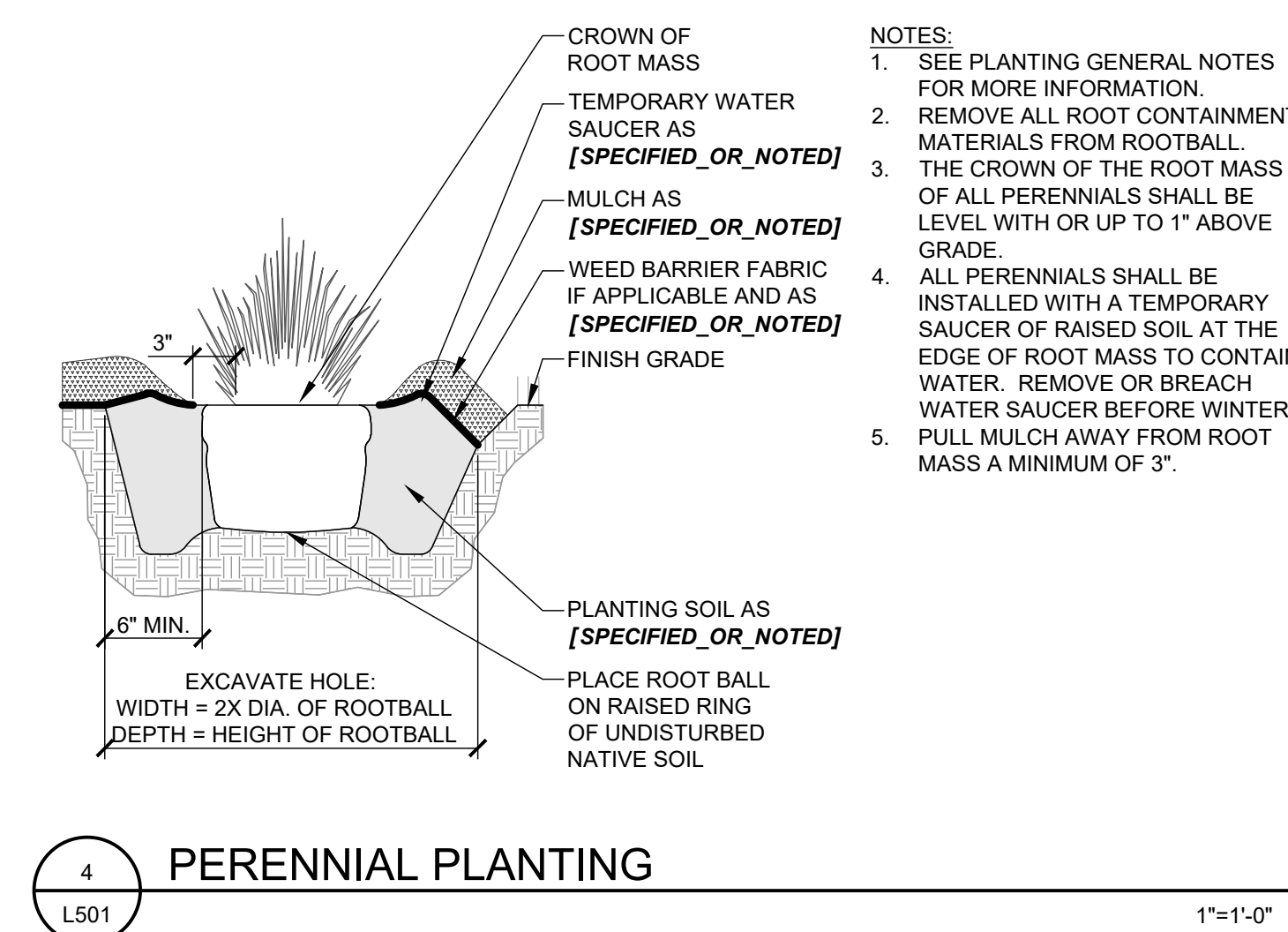
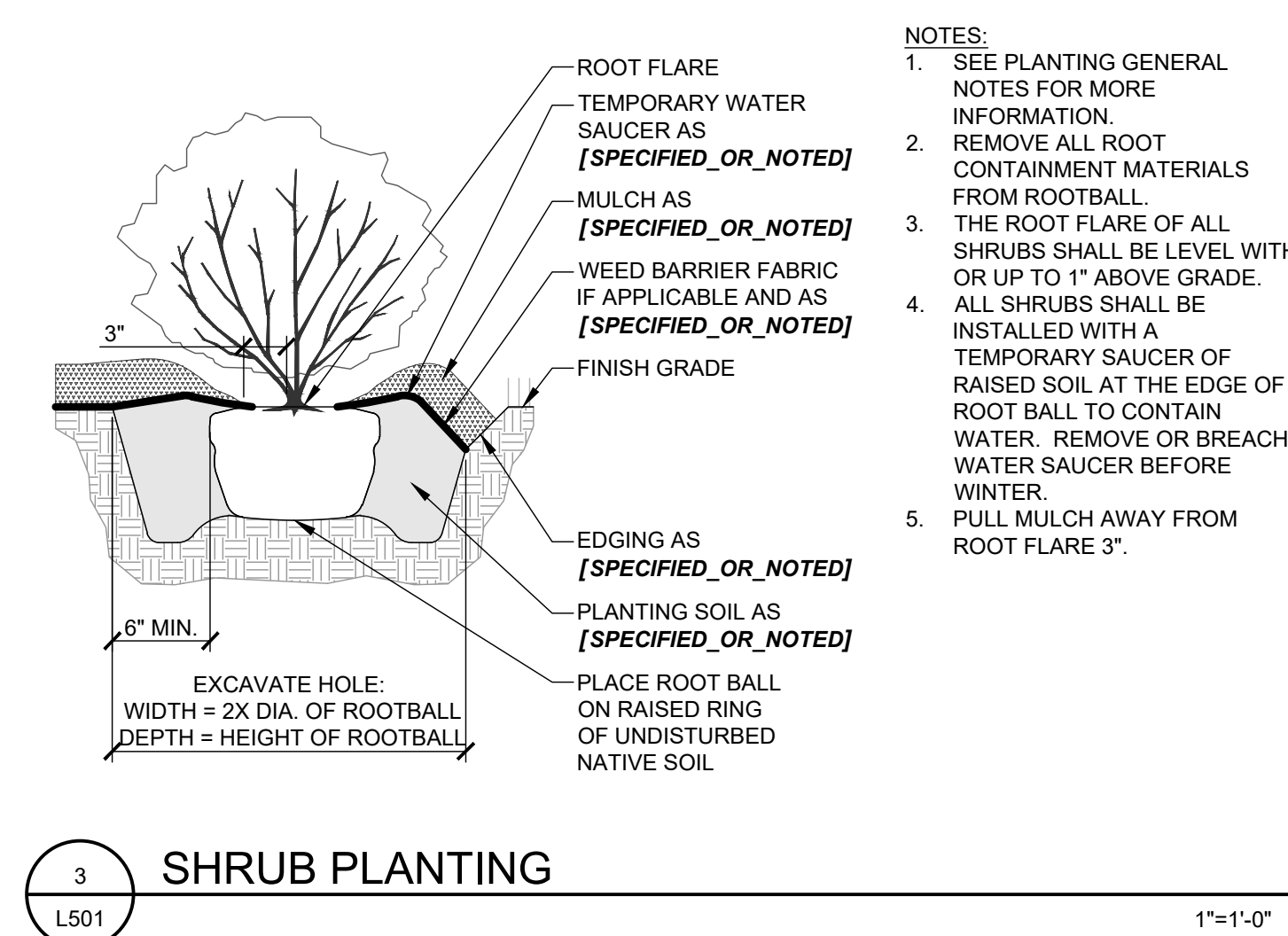
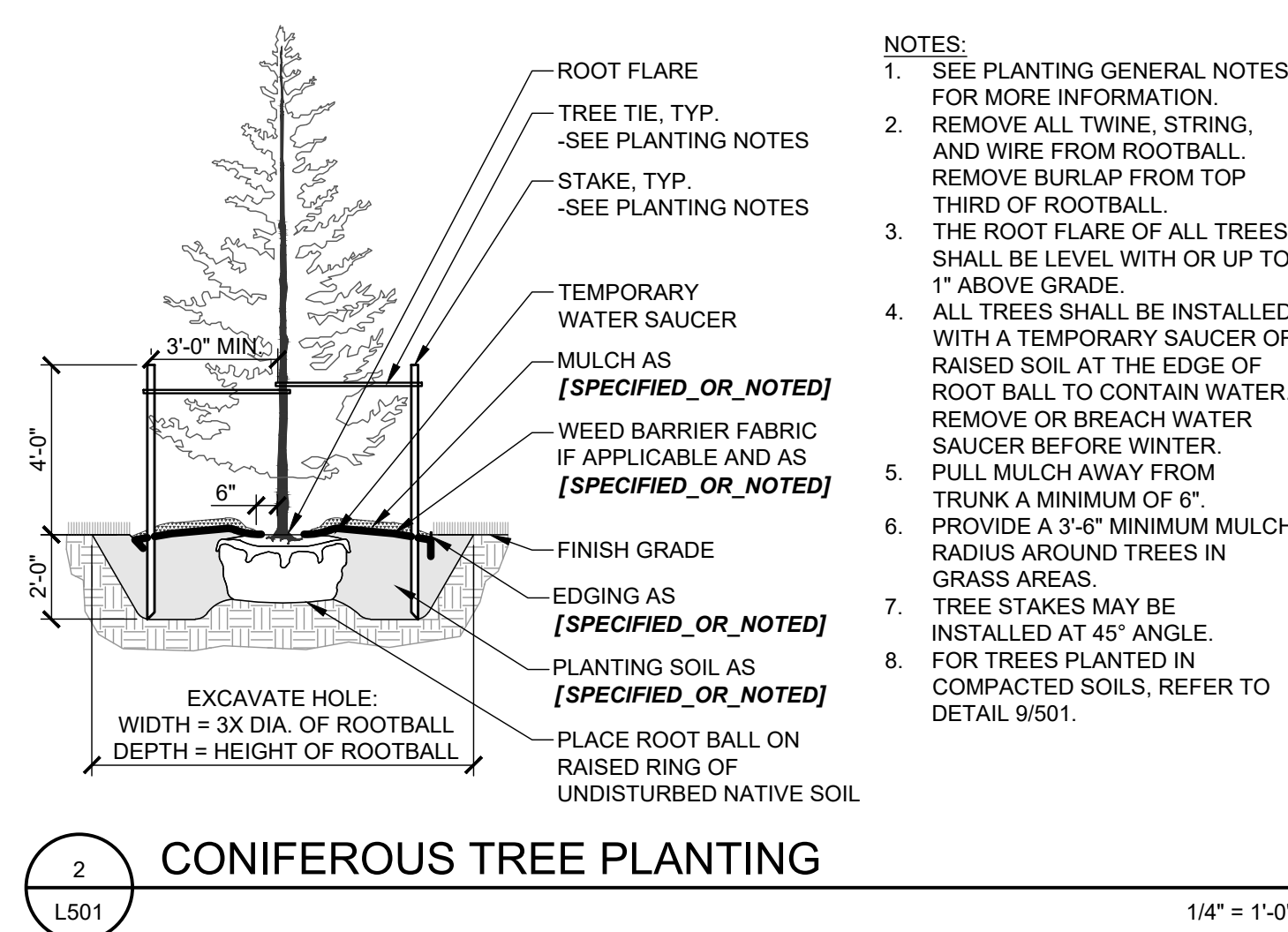
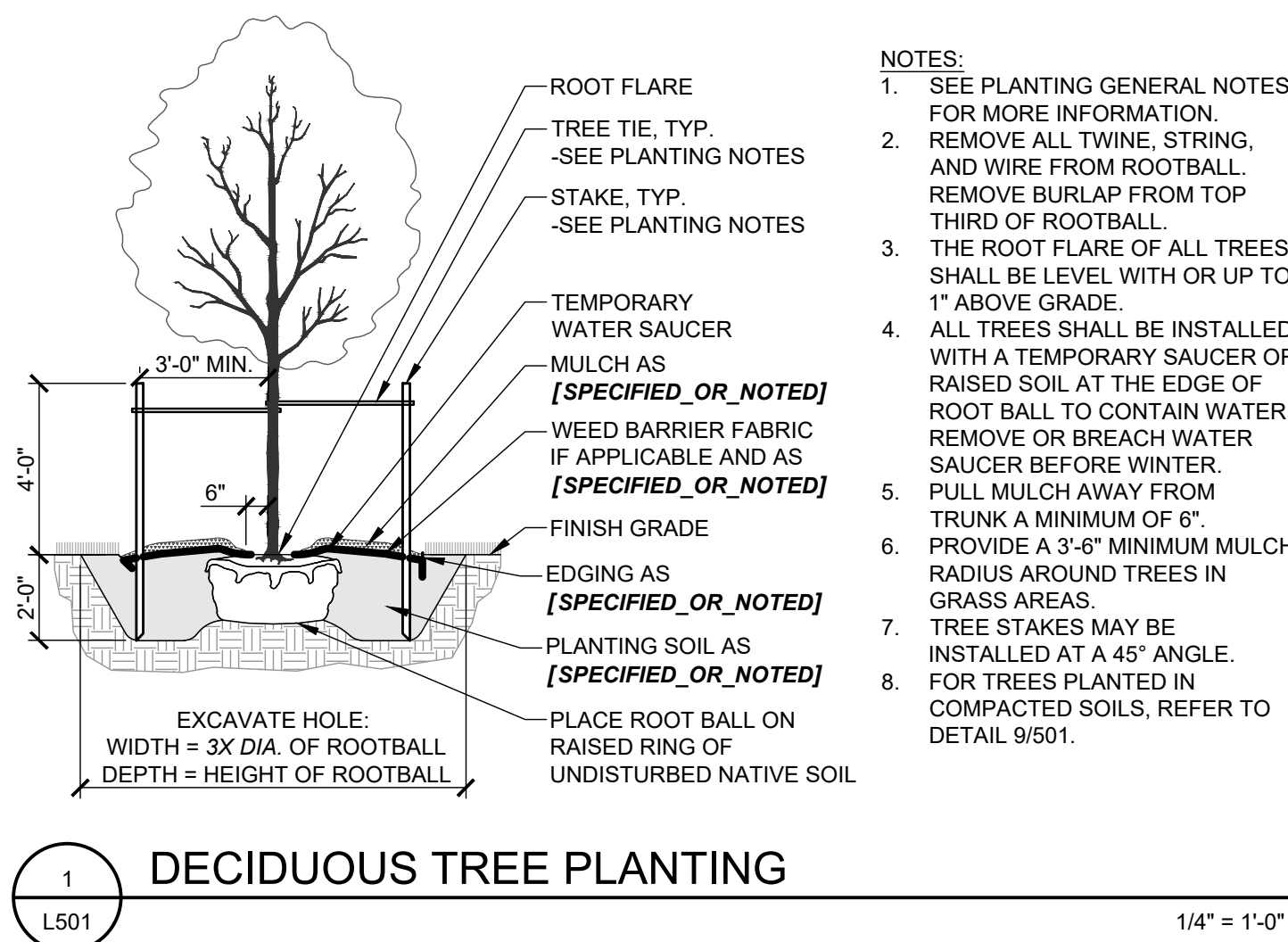
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1 TYP. FOUNDATION LAYOUT ENLARGEMENT 3
L107
0' 5' 10' 20'
SCALE: 1" = 10'
NORTH REF.



2 TYP. FOUNDATION LAYOUT ENLARGEMENT 4
L107
0' 5' 10' 20'
SCALE: 1" = 10'
NORTH REF.



BENEFIS INDEPENDENT SENIOR LIVING TRAFFIC IMPACT STUDY

250137

Karl DeCock
Cushing Terrell
13 N 23rd Street
Billings, MT 59101



Community Planning

Surveying + Mapping + GIS + Drone

Civil Infrastructure Engineering

Multimodal Transportation
Engineering

Water and Wastewater Utility
Design and Operations

Landscape Architecture +
Placemaking

Construction Management and
Inspection

Communications + Public
Engagement + Visualizations



MARCH/2025



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INTRODUCTION

This traffic impact study (TIS) assesses the traffic-related impacts associated with the proposed Benefis Independent Senior Living development in Great Falls, Montana on the surrounding transportation system. This report also provides recommendations to mitigate any such impacts. The methodology and analysis procedures used in this study employ the latest technology and nationally accepted standards in the areas of site development and transportation impact assessment. Recommendations made in this report are based on professional judgment and these principles.

SITE LOCATION AND DESCRIPTION

The Benefis Independent Senior Living development is located on the south side of Great Falls, Montana east of 29th Street South and north of 18th Avenue South. The site is bordered by mostly undeveloped land to the south, a residential development to the east, The Grandview at Benefis Assisted Living to the west, and Park Place Health Care Center to the north. Figure 1 on the following page depicts the study area.

SITE DEVELOPMENT PLAN

The site development plan for Benefis Independent Senior Living anticipates construction of 64 multifamily apartment units and 28 single-family independent villas. Access is proposed via 18th Avenue South and Indigo Lane, which will both be extended east to a segment of 32nd Street South that will be constructed on the east side of the site. Figure 2 on page three shows the current proposed site plan.

EXISTING CONDITIONS

Streets

Figure 3 on page four shows the Montana Department of Transportation (MDT) street classifications and speed limits on study area streets. Additional study area street conditions are described below.

Twenty-sixth (26th) Street South has a four-lane section in the study area, with two travel lanes in each direction. All the remaining study area roadways have a two-lane section, with one travel lane in each direction. On-street parallel parking is permitted along 18th Avenue South and along 29th Street South south of 15th Avenue South but it is not widely utilized. There is curb and gutter on all study area streets.

Intersections

Figure 3 also shows the traffic control utilized at each study area intersection. There are no dedicated turn lanes at any of the study intersections. There is no existing traffic control at the 29th Street South/Indigo Lane intersection, but the westbound Indigo Lane driveway approach was assumed to operate as stop-controlled for analysis purposes. The east leg of the roundabout intersection on 18th Avenue South currently leads into the Grandview entrance and parking lot. Through this development the existing roundabout will be removed, and this intersection will be reconfigured with the Grandview entrance as the north leg with 18th Avenue South continuing further east.



Figure 1: Study Area

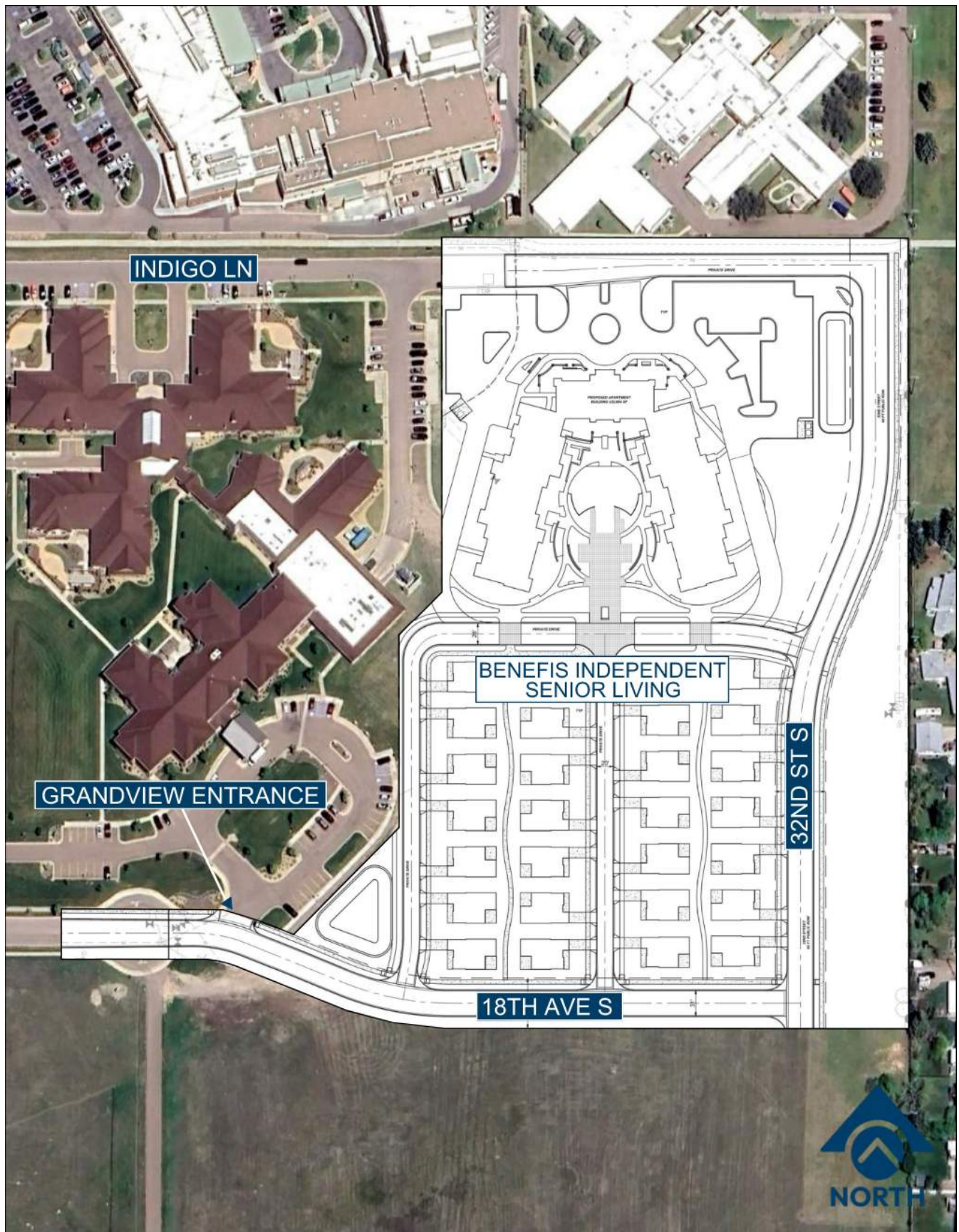


Figure 2: Site Layout

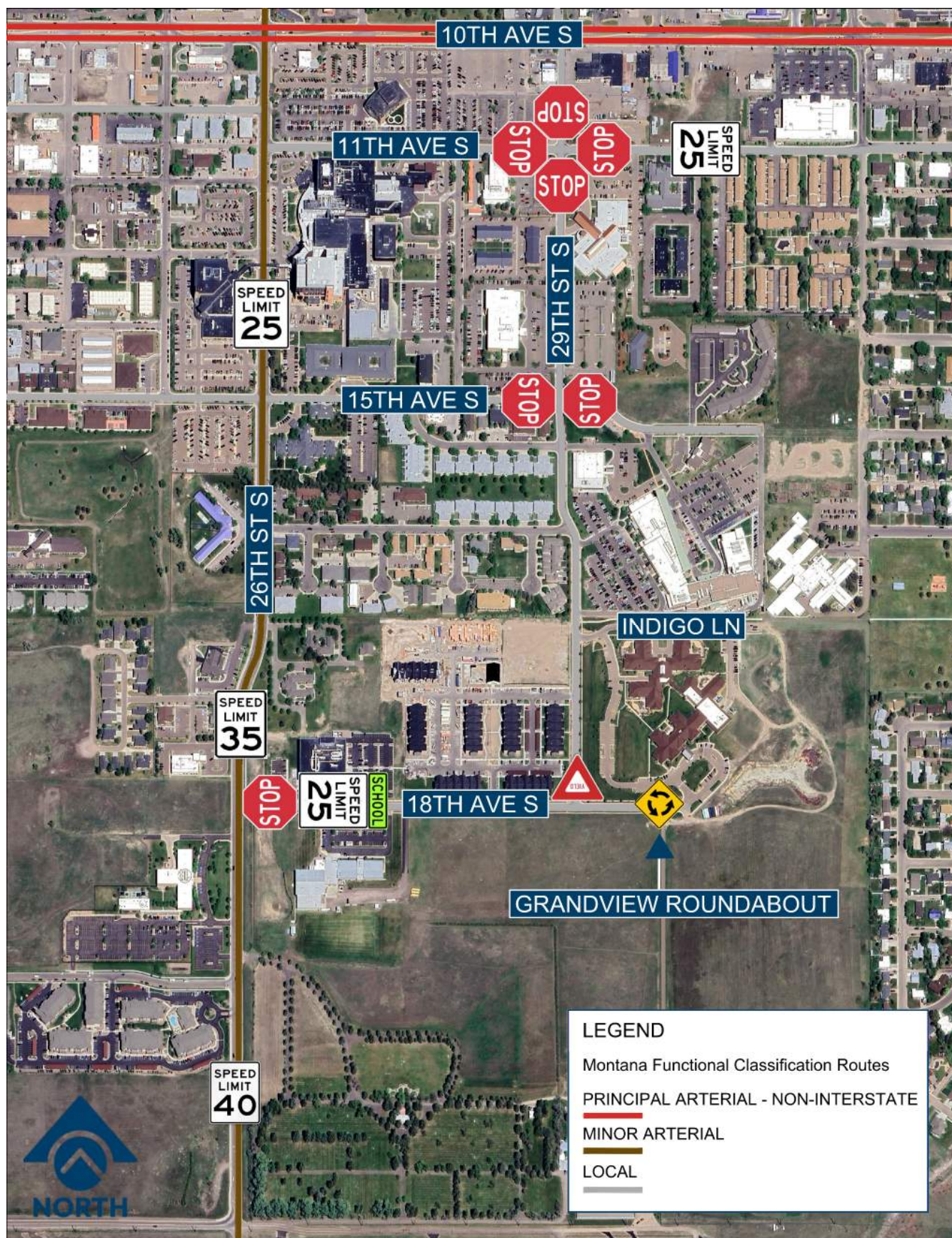


Figure 3: Street and Intersection Characteristics

Bicycle/Pedestrian Facilities

There are sidewalks along all study area streets except the east side of 26th Street South, south of 18th Avenue South. There are no other dedicated multi-modal facilities in the study area.

Traffic Volumes

Weekday AM and PM peak hour turning movement counts were collected for study area intersections on Thursday, February 20, 2025. The traffic data was collected using Miovision Scout video-based systems. In general, the weekday AM and PM peak hour periods were found to occur from 7:30 to 8:30 AM and 4:15 to 5:15 PM. Raw count data was adjusted for seasonal variation using MDT seasonal adjustment factors. Figure 4 on the following page summarizes the calculated Existing Conditions (2025) peak hour turning movement volumes for the AM and PM peak hours. Detailed traffic count data worksheets are included in Appendix A.

Intersection Capacity

Existing Conditions (2025) intersection capacity calculations were performed for the study area intersections using Vistro 2023, which is based on the Highway Capacity Manual, 7th Edition (Transportation Research Board, 2022). Level of service (LOS) is defined as a quality measure describing operational conditions within a traffic stream, generally in terms of such service measures as speed and travel time, freedom to maneuver, traffic interruptions, comfort, and convenience. LOS is a qualitative measure of the performance of an intersection with values ranging from LOS A, which indicates good operation and low vehicle delays, to LOS F, which indicates congestion and longer vehicle delays. LOS C is typically considered a minimum acceptable threshold for operations in Montana-based communities, though exceptions are made in certain cases.

The results of the Existing Conditions (2025) intersection capacity calculations show that all intersections currently operate at LOS B or better on all approaches with minimal 95th percentile queueing. Figure 4 also shows the Existing Conditions (2025) LOS results at each intersection. A detailed capacity summary table and capacity calculation worksheets for each of the study area intersections can be found in Appendix B.

Crash History

Historical crash data was obtained from MDT for the five-year period from January 1, 2019, through December 31, 2023 for all study area intersections. It should be noted that no crashes were reported at the 29th Street South/Indigo Lane intersection or the 18th Avenue South/Grandview entrance roundabout. The crash data was analyzed for the purpose of calculating intersection crash and severity rates and evaluating collision type trends. Tables 1 and 2 on pages 7 and 8, respectively, illustrate the results of that analysis.

Intersection crash frequency rates were calculated on the basis of crashes per million vehicles entering (MVE). The MVE metric was estimated based on published historical ADT volumes from the MDT website and 2025 peak hour counts. Crash rates for study area intersections with reported crashes ranged from 0.36 crashes/MVE to 0.61 crashes/MVE. The 29th Street South/11th Avenue South intersection had the highest total number of reported crashes (seven) and a crash rate of 0.57 crashes/MVE.

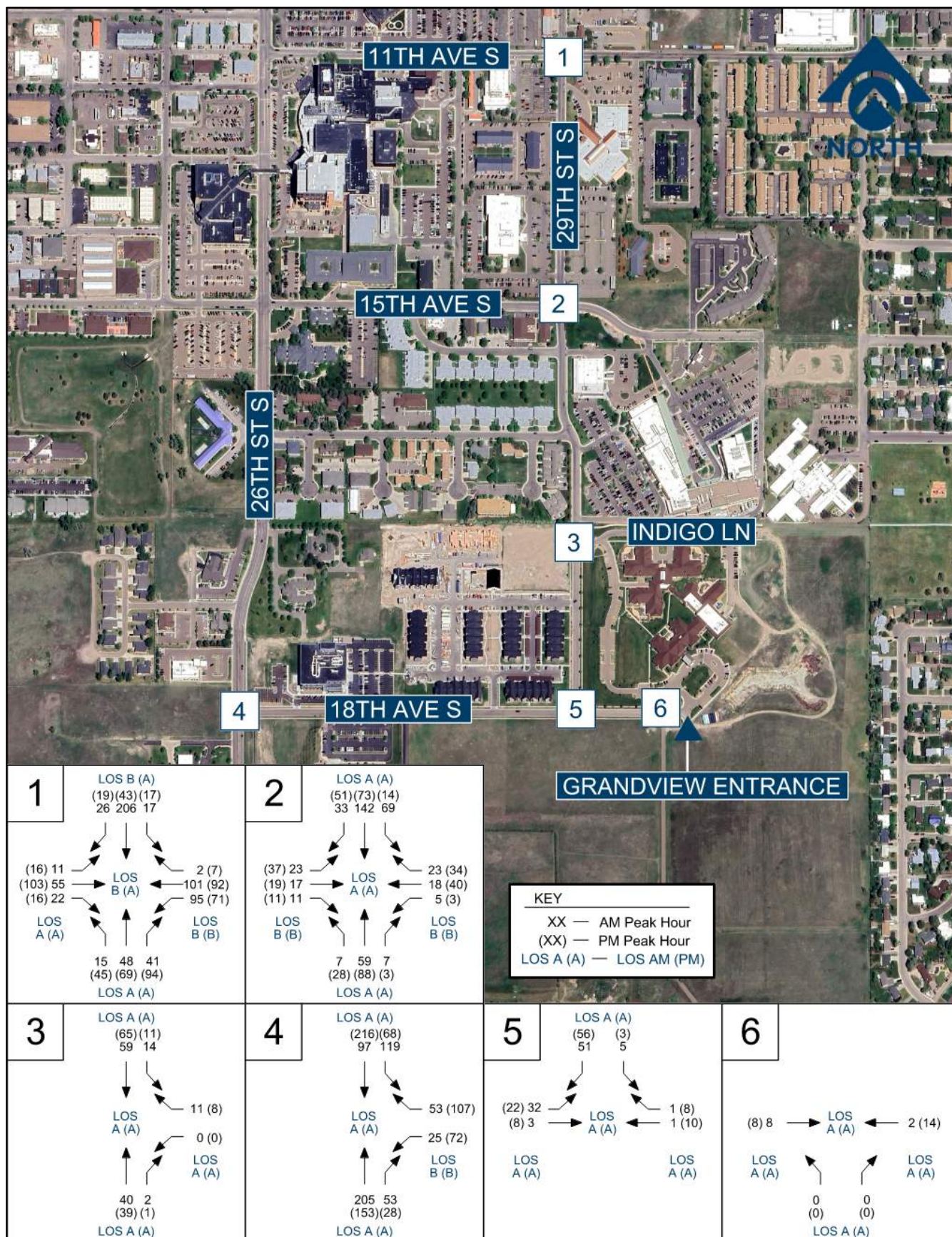


Figure 4: Existing Conditions (2025) Peak Hour Traffic Volumes

Table 1: Crash History – Frequency and Severity Statistics

Intersection	2019-2023 DEV ¹	Reported Crashes ²	Crash Type			Crash Data ³			HSM Predictions ⁴	
			PDO	Injury	Fatality	Average Crash Frequency (Crash/Yr)	Crash Rate (Crash/MVE)	Severity Index	Predicted Average Crash Frequency (Crash/Yr)	Predicted Crash Rate (Crash/MVE)
29th St S & 11th Ave S	6783	7	4	3	0	1.40	0.57	1.86	1.07	0.43
29th St S & 15th Ave S	3657	4	2	2	0	0.80	0.60	2.00	0.76	0.57
29th St S & Indigo Ln	1122	0	0	0	0	0.00	0.00	0.00	0.09	0.22
18th Ave S & 26th St S	4537	3	2	1	0	0.60	0.36	1.67	0.56	0.34
18th Ave S & 29th St S	902	1	1	0	0	0.20	0.61	1.00	0.15	0.44
18th Ave S & Grandview	157	0	0	0	0	0.00	0.00	0.00	0.09	1.59

¹ Daily Entering Volume (DEV) estimated from 2025 peak hour counts and 2019-2023 MDT published ADTs

² Crashes reported from January 1, 2019 to December 31, 2023

³ Crash rates expressed as crashes per million vehicles entering (MVE)

⁴ Rates calculated using Highway Safety Manual (HSM) 1st Edition predictive methodology

As a means of evaluating the relative significance of the calculated historical crash rates, an expected rate was calculated using the predictive crash rate formulas in the American Association of State Highway and Transportation Officials (AASHTO) Highway Safety Manual (HSM). The process involves calculating the number of crashes predicted in a year based on traffic demand (AADTs) and various physical and traffic environment-based conditions, such as lane configurations and traffic control. The calculation results in a crashes-per-year prediction. A frequency rate was then back calculated on the basis of MVE for the sake of comparison with the actual historical crash rates. The results of the calculations for this study showed that the historical crash rates were slightly elevated compared to the predicted rates at the 29th Street South/15th Avenue South and 18th Avenue South/26th Street South intersections. The historical crash rate at the 29th Street South/11th Avenue South intersection was approximately 31 percent higher than predicted. Although the historical crash rate was 38 percent higher than predicted at the 18th Avenue South/29th Street South intersection, both rates were generally low and only one crash was reported during the crash history period. The HSM rate predictions and five-year crash totals for each intersection are summarized in Table 1.

Severity indices were also calculated for all study area intersections. A severity index gives an indication of relative crash severity for a location based on the number of fatal, injury, and property damage only (PDO) crashes. The highest severity index was 2.00 at the 29th Street South/15th Avenue South intersection, where two of four crashes (50 percent) resulted in injury. The next highest severity index was 1.86 due to 43 percent of crashes resulting in injury at the 29th Street South/11th Avenue South intersection. The severity indices are also shown in Table 1 above.

Collision type was also evaluated for the purpose of identifying any significant trends in the crash data. Right-angle collisions were the most common crash type reported in the study area, with rear end, left-turn/same-direction, fixed object, parked vehicle, and pedestrian crashes also reported. Table 2 on the following page presents the results of that analysis.

Right-angle collisions were the most common crash type at three study intersections and comprised 60 percent of all reported crashes in the study area. Right-angle collisions typically occur at stop-controlled

Table 2: Crash History - Collision Type

	Collision Type						
	Rear End	Right Angle	LT, SD	Fixed Object	Parked Vehicle	Pedestrian	Total
29th St S & 11th Ave S	1	4			1	1	7
29th St S & 15th Ave S		3			1		4
29th St S & Indigo Ln							0
18th Ave S & 26th St S		2	1				3
18th Ave S & 29th St S				1			1
18th Ave S & Grandview							0

intersections when drivers stop at a stop sign but then proceed when it is unsafe to do so. Often these crashes are caused by sight distance issues, drivers incorrectly detecting speeds of approaching vehicles, and/or high speeds on the main roadway. The posted speed limit on 26th Street South is 40-mph at the 18th Avenue South intersection, but all other streets generally operate at low speeds in the study area.

There do not appear to be any sight distance obstructions at the 29th Street South/11th Avenue South intersection, which has operated with all-way stop-control for the entirety of the crash history period. Two of the four right-angle crashes at this intersection involved northbound and westbound vehicles. The rear end collision at this intersection also involved westbound vehicles and a pedestrian was struck by a westbound left-turning vehicle. It is possible that increased awareness of the stop signs such as additional reflective striping or flashing LED lighting could be implemented to improve safety.

At the 29th Street South/15th Avenue South intersection, there is a small hill and two trees on the northeast corner which may obstruct sight for westbound vehicles. Two of the three right-angle crashes at this intersection involved westbound vehicles. Measures such as tree pruning or potential removal should be explored to improve safety on this approach.

In total, 20 percent of crashes in the study area occurred with wet, snowy, or icy roadway conditions and 13 percent occurred in the dark. No other crash trends were noted in the study area. It is important to note that all of the above evaluations of crash types and causes are speculative, and more detailed information about individual crashes would be needed to determine exact causes for each collision and identify whether any specific trends are present.

TRIP GENERATION

This study utilized Trip Generation, 11th Edition, published by the Institute of Transportation Engineers (ITE), which is the most widely accepted source in the United States for determining trip generation projections. These projections are used to analyze the impacts of a new development on the surrounding area. For the purposes of this study, Land Use Code 251 – Senior Adult Housing – Single-Family and Land Use Code 252 – Senior Adult Housing – Multifamily were utilized to project trip generation for the proposed Benefis Independent Senior Living development. Table 3 on the following page illustrates the results of the trip generation calculations for the site.

Table 3: Trip Generation Summary

Land Use	Independent Variable		Average Weekday			AM Peak Hour			PM Peak Hour		
	Intensity	Units	total	enter	exit	total	enter	exit	total	enter	exit
Senior Adult Housing - Single-Family ¹	28	Dwelling Units	121	61	60	7	2	5	8	5	3
Senior Adult Housing - Multifamily ²	64	Dwelling Units	207	104	103	13	4	9	16	9	7
Total Buildout New External Trips			328	165	163	20	6	14	24	14	10

- (1) Senior Adult Housing - Single-Family - Land Use 251*
Units = Dwelling Units
Average Weekday: Average Rate : 4.31 (50% entering/50% exiting)
Peak Hour of the Adjacent Street, One Hour between 7 and 9 AM: Average Rate : 0.24 (33% entering/67% exiting)
Peak Hour of the Adjacent Street, One Hour between 4 and 6 PM: Average Rate : 0.30 (61% entering/39% exiting)
- (2) Senior Adult Housing - Multifamily - Land Use 252*
Units = Dwelling Units
Average Weekday: Average Rate : 3.24 (50% entering/50% exiting)
Peak Hour of the Adjacent Street, One Hour between 7 and 9 AM: Average Rate : 0.20 (34% entering/66% exiting)
Peak Hour of the Adjacent Street, One Hour between 4 and 6 PM: Average Rate : 0.25 (56% entering/44% exiting)

*Trip Generation, 11th Edition , Institute of Transportation Engineers, 2021

Full buildout of the Benefis Independent Senior Living development is projected to generate a total of 328 gross average weekday trips with 20 trips (6 entering/14 exiting) generated during the AM peak hour and 24 trips (14 entering/10 exiting) generated during the PM peak hour.

Trip generation projections provide an estimate of the total number of trips that would be generated by a proposed development. However, to estimate the net number of new trips made by personal vehicles external to the site, adjustments must often be made to account for internal capture trips, pass-by trips, and trips made by alternate modes.

Internal capture (IC) trips are trips that do not have origins or destinations external to a project site. Since IC trips occur internally, they do not have an impact on external traffic operations. IC trips most often occur in mixed-use developments where residential, commercial, and office-related land uses exhibit a high rate of internal trip exchange and were therefore not calculated for this study.

Pass-by trips are trips that are made as intermediate stops on the way from a point of origin to a primary trip destination. Pass-by trips are attracted from traffic “passing by” on an adjacent street that offers direct access to that site. Pass-by trips are primarily attracted by commercial type land uses such as restaurants, convenience markets, and gas stations, and were therefore also not calculated for this study.

Trips made by alternate modes (walking, biking, transit) may occur to the other housing and healthcare uses adjacent to the site. However, to be conservative, the Benefis Independent Senior Living trip generation was not reduced to account for any alternate mode trips for the purposes of this analysis.

TRIP DISTRIBUTION

Trip distribution is an estimate of site-generated trip routing, which can be determined by methods such as computerized travel demand models, calculation of travel time for various available routes, and/or inspection of existing traffic patterns in the project area. For this study, distribution percentages were calculated based on a review of collected existing traffic volumes and consideration of the location of the

development in relation to the City of Great Falls and other potential trip destinations in the area. Figure 5 on page 11 presents the calculated trip distribution scheme for this study.

TRAFFIC ASSIGNMENT

Traffic assignment is the procedure whereby site-generated vehicle trips are assigned to study area streets, intersections, and site access driveways based on the calculated trip distribution and the physical attributes of the development site. Using this approach, site-generated trips for the Benefis Independent Senior Living development were assigned to the study area intersections for the purposes of projecting future traffic volumes for analysis. The results of the traffic assignment exercise for the AM and PM peak hours are also illustrated in Figure 5.

TRAFFIC IMPACTS

Traffic Volumes

Based on information from the Client, a buildout year of 2027 was utilized for the purposes of calculating future traffic projections for this study. In addition to site-generated trips, background traffic volumes are also expected to increase for study area streets and intersections due to general growth and surrounding area developments. To account for that growth, five years of historical MDT traffic data in the area was analyzed and it was determined that an annual background growth rate of 1.0 percent would be appropriate for modeling ambient growth in this area of Great Falls.

Traffic projections for the Future (2027) scenario were then calculated by combining existing traffic volumes with anticipated background growth and site-generated traffic assignments. Figure 6 on page 12 illustrates the resulting AM and PM peak hour traffic volume projections.

Intersection Capacity

Sanbell performed capacity calculations for the Future (2027) traffic projection scenario based on the AM and PM peak hour traffic volume projections presented in Figure 6. Peak hour factors (PHFs) for the design year were assumed to not change from the Existing (2025) scenario, as the nearby school and medical facilities exhibit unique peaking characteristics that will continue in the Future (2027) scenario. Figure 6 also shows the LOS results at each intersection.

Future (2027) capacity results project that all intersections and approaches will continue to operate at LOS B or better during both peak hours. The 95th percentile queueing is projected to remain minimal. Detailed intersection capacity summary tables and capacity calculation worksheets for the Future (2027) traffic projection scenario can be found in Appendix C.

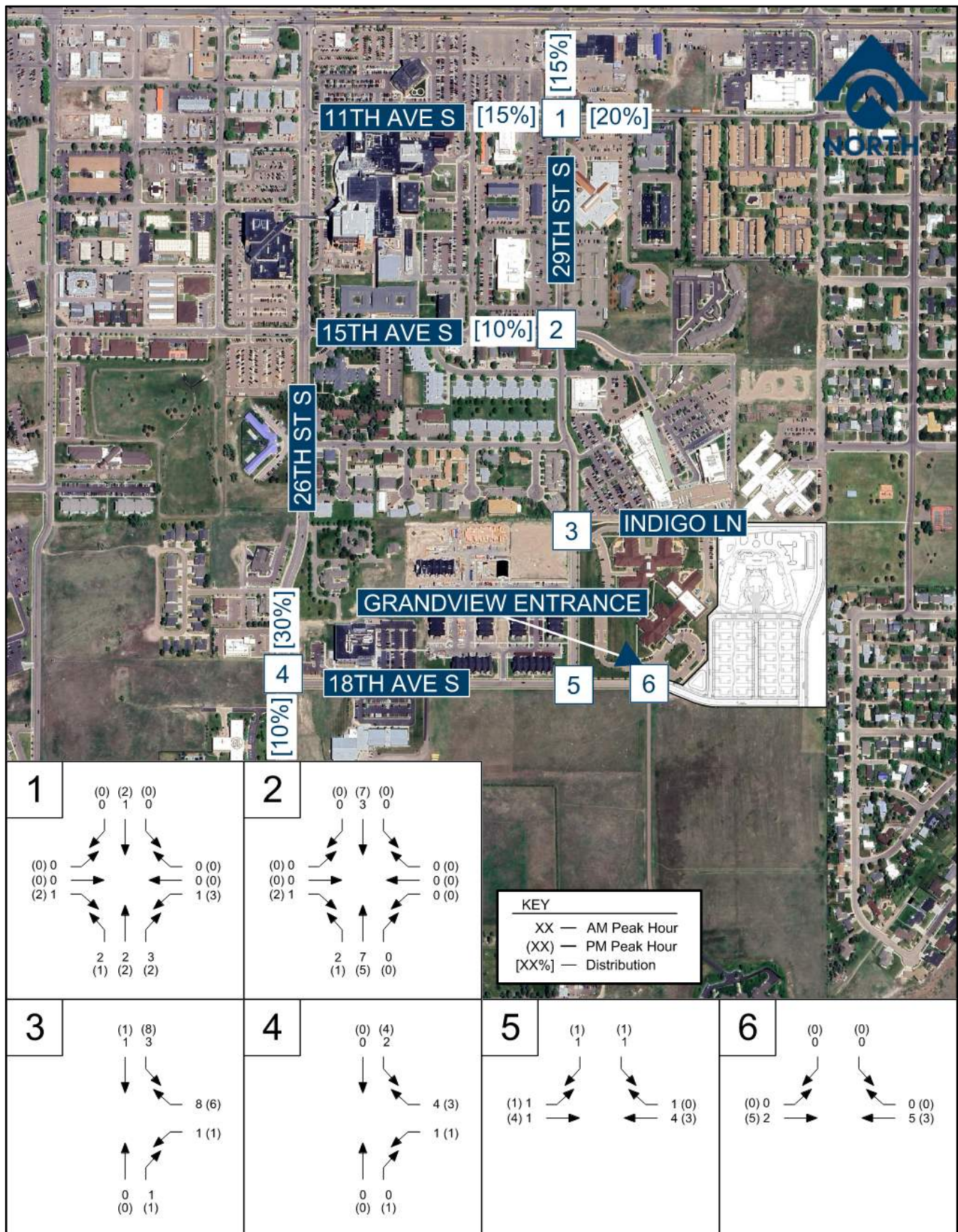


Figure 5: Trip Distribution and Traffic Assignment Summary

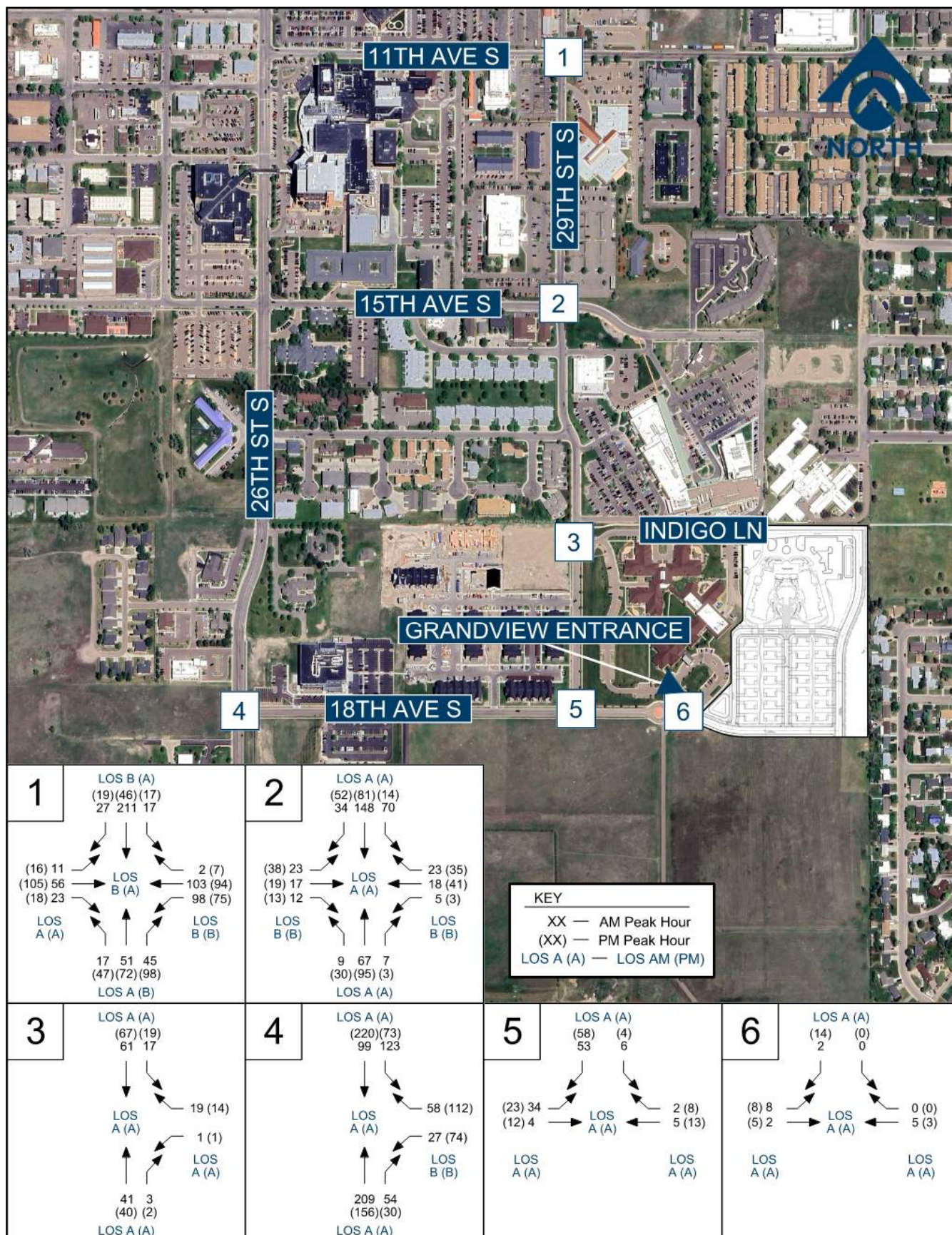


Figure 6: Future (2027) Traffic Projections

Traffic Signal Warrants

Traffic signal warrants were evaluated at the 29th Street South/11th Avenue South and 26th Street South/18th Avenue South intersections using criteria outlined in the Manual on Uniform Traffic Control Devices (MUTCD) for the Existing Conditions (2025) and Future (2027) traffic volume scenarios. The MUTCD presents several warrants that can be considered based on traffic volumes, school crossings, crash history, and others. For the 26th Street South/18th Avenue South intersection, all but Warrant 9 (Intersection Near a Grade Crossing) was evaluated because there are no railroad crossings near the intersection. For the 29th Street South/11th Avenue South intersection, all but Warrants 5 (School Crossing) and 9 were evaluated because there are no school-aged pedestrian crossings or railroad crossings near the intersection.

Additionally, satisfaction of the Peak Hour warrant alone should not be considered as warranting a signal, as it is primarily meant for application at office complexes, manufacturing plants, or other high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.

No signal warrants are met or projected to be met with either the Existing Conditions (2025) or Future (2027) volumes at either the 29th Street South/11th Avenue South or 26th Street South/18th Avenue South intersections. Traffic signal warrant worksheets for the Existing Conditions (2025) and Future (2027) scenarios can be found in Appendix D.

CONCLUSIONS AND RECOMMENDATIONS

Conclusions

The preceding analysis has shown that the Benefis Independent Senior Living development will not generate a significant volume of new traffic demand for area streets and intersections. Through the planned development, it is estimated that approximately 328 total new external vehicle trips could be generated daily.

The Existing Conditions (2025) capacity analysis showed that all intersections and approaches currently operate at LOS B or better during both peak hours with minimal 95th percentile queuing.

A crash history analysis showed that crash rates are higher than predicted at the 29th Street South/11th Avenue South and 18th Avenue South/29th Street South intersections, although the latter had only one crash reported during the five-year history period. Historical crash rates are similar to or less than predicted at the remaining intersections. Right-angle crashes were the most common collision type in the study area. Additional awareness of the all-way stop-controlled intersection of 29th Street South/11th Avenue South may improve safety, particularly on the westbound approach. At the 29th Street South/15th Avenue South intersection there is a small hill and two trees that likely obstruct adequate sight distance for the westbound approach. These trees should therefore be evaluated for pruning or removal.

Future (2027) scenario intersection capacity results show a slight increase in delay at all study area intersections, but all intersection approaches are projected to continue operating at LOS B or better during both peak hours with 95th percentile queuing remaining minimal.

Traffic signal warrants were evaluated at the 29th Street South/11th Avenue South and 26th Street South/18th Avenue South intersections for both traffic volume scenarios. No warrants are met or projected to be met at either intersection with Existing Conditions (2025) or Future (2027) volumes, so traffic signals are not considered to be warranted based on the current projections.

Recommendations

The following list of recommendations is based on the analysis results from this study and the professional judgment of the author. It should be noted that the improvements are recommended not only due to the impacts of the Benefis Independent Senior Living development but also based on existing deficiencies present within the study area. The recommendations are made based on the preceding evaluation of existing and projected safety and operational concerns.

- A Stop (R1-1) sign should be installed on the westbound approach at the 29th Street South/Indigo Lane intersection.
- Consistent with the current site plan, the roundabout located where 18th Avenue South currently terminates into the Grandview parking lot should be removed to provide better access to both the Grandview Assisted Living and Benefis Senior Independent Living sites.
- Measures to increase awareness of the all-way stop-controlled intersection of 29th Street South/11th Avenue South should be considered, such as installation of advanced warning signs, reflective striping on the signpost, or flashing LED lighting.
- Consideration should be given to evaluating the feasibility of improving sight distance at the 29th Street South/15th Avenue South intersection through pruning or removal of one or more trees on the northeast corner.
- All transportation-related improvements shall be designed in accordance with the City of Great Falls and/or MDT standards (where applicable) and the Manual on Uniform Traffic Control Devices (MUTCD).

ORDINANCE 3074

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT TO LOTS 1A1 AND 1B2, MOUNT OLIVET ADDITION, SECTION 17, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, TO BE KNOWN AS THE GRANDVIEW AT BENEFIS

* * * * *

WHEREAS, Lots 1A1 and 1B2, Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, was annexed to the City of Great Falls on May 15, 2007; and,

WHEREAS, at the time of annexation, the City of Great Falls assigned a zoning classification of PLI Public land and institutional district classification to said Lots 1A1 and 1B2, Mount Olivet Addition; and,

WHEREAS, Benefis Health System., has petitioned the City of Great Falls to rezone said Lots 1A1 and 1B2, Mount Olivet Addition, to PUD Planned unit development district classification; and,

WHEREAS, notice of assigning said zoning classification to said Lots 1A1 and 1B2, Mount Olivet Addition, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 3rd day of May, 2011, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested zoning designation will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of the Unified Land Development Code of the City of Great Falls.

Section 2. That the zoning classification of said Lots 1A1 and 1B2, Mount Olivet Addition, be designated as PUD Planned unit development district, subject to the PUD submittal dated February 9, 2011, kept at the Planning and Community Development Department of the City of Great Falls and by this reference made a part hereof.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the amended plat of the Amended Plat of Lot 1A1 and 1B2, Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading April 5, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading May 3, 2011.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

James W. Santoro, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3074 in three conspicuous places within the limits of said City to-wit:

On the Bulletin Board, first floor, Civic Center Building;
On the Bulletin Board, first floor, Cascade County Court House;
On the Bulletin Board, Great Falls Public Library

Lisa Kunz, City Clerk

(CITY SEAL)

Jamie Nygard

From: Carolyn Valacich <carolyn.valacich@gmail.com>
Sent: Tuesday, May 13, 2025 10:08 AM
To: Jamie Nygard
Subject: Comments for Planning Division Public Hearing May 13th

To: City of Great Falls Planning Division

From: Carolyn Valacich

1700 32nd St. So, Great Falls

I have an appointment out of town this afternoon, so am submitting my concerns regarding the expansion of Benefis housing west of Russell Park and Mountain View addition in this email:

1. Noise pollution and management of dirt. During construction of the original Grandview there was little concern about loose dirt. A huge “mountain” of dirt was piled up (at least) 30 feet high immediately behind my back fence. With the prevailing wind from the SW, my home and yard was inundated with silt and blowing dirt for the entire time of construction. It felt like we were living in a desert sandstorm most of the time. It was miserable. This is an even larger project closer to our homes, and I worry about that happening again.
2. Proximity of new city street (31st) to property line of Russell Park and homes immediately south. For many years, several children’s soccer leagues have practiced in the park toward the South West side so they are not close to 32nd street. With 31st Street proposed to run close to the park’s boundary, they will no longer have a safe space. Please consider requiring that portion of the street be moved further west away from the boundary of the park and make sure it runs a significant distance from the backyard of our homes. Normally there is an alley behind properties, not a busy city street.
3. I also would be curious to know if this new ”senior” housing will actually be priced to serve “ordinary” senior citizens in need of transitional housing (many of whom are on a fixed income provided by social security.)

Thank you for your consideration of my thoughts.

Carolyn Valacich
 1700 32nd St. S
 406.899.2692



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Labor Agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), Local #7796.

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the Montana Federation of Public Employees (MFPE), Local #7796.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), Local #7796.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and MFPE, Local #7796, which consists of 59 employees across nine departments – Administration, Finance, GFFR, Library, Municipal Court, Park and Recreation, Planning and Community Development, Police and Public Works.

Summary:

Members of the negotiating teams worked to update contractual language to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and references to applicable statutes throughout the Agreement.

The negotiating teams included the following individuals:

Representing the City:

Gaye McInerney, HR Director
Melissa Kinzler, Finance Director
David Dennis, City Attorney
Steve Herrig, Park & Rec Director
Brock Cherry, P&CD Director
Susie McIntyre, Library Director
Melissa Guelff, HR Generalist

Representing the MFPE:

Allison McMaster, President
Kathy Vincent, Vice President
Tawni Shanks, Secretary/Treasurer
Amanda Baugus, Member
Reed Witherspoon, Member
Justin Hawkaluk, MFPE Field Rep

Key items of change include:

Article 1 – Recognition

Removal of job titles no longer in use and added one new job title.

Article 2 – Term of the Agreement

Two years – July 1, 2025 through June 30, 2027.

Article 20 – ACOs and CSOs

Created Section 7 which includes an annual clothing allotment of \$300 for ACOs/CSOs in the GFPD.

Article 27 – Health Insurance

Annual health insurance premiums will be shared with the City paying 80 (eighty) percent and the employee paying 20 (twenty) percent.

Addendum B:

The FY26 and FY27 wage schedule reflects a market adjustment of 4.0 percent and a COLA increase of 3.0 percent for each year of the two-year contract.

Fiscal Impact:

The financial impact of a market adjustment of 4.0 percent and a cost of living increase of 3.0 percent for each year of the contract is approximately \$478,186.

Alternatives:

City Commission may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue the collective bargaining process.

Concurrences:

The MFPE members voted to approve the contract in May 2025.

Attachments/Exhibits:

MFPE Labor Agreement

AGREEMENT

BETWEEN

CITY OF GREAT FALLS, MONTANA

AND

MONTANA FEDERATION OF PUBLIC EMPLOYEES, LOCAL #7796

July 1, 2025 through June 30, 2027

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PREAMBLE

This Agreement is made and entered into this ____ day of _____, 2025, between the City of Great Falls, hereinafter referred to as the "Employer" or "City", and the Montana Federation of Public Employees, Local #7796, hereinafter referred to as the "Federation". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the Employer, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment. It is understood that the Employer is engaged in furnishing an essential public service, which vitally affects health, safety, comfort and general wellbeing of the public, and both parties, hereto, recognize the need for continuous and reliable service to the public.

ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the Federation as the sole and exclusive representative of all full-time employees, and part-time employees who are regularly assigned for twenty or more hours per work week, within the bargaining unit as defined and certified by the Board of Personnel Appeals listed below:

Account Clerk, Senior	Court Clerk
Accounts Payable Clerk, Senior	Courtroom Clerk, Senior
Accounting Technician	Engineering Admin Secretary
Accounting Technician, Senior	Events Specialist
Administrative Secretary	HIDTA Information Tech
Administrative Secretary, Senior	Library Clerk
Animal Control Officer	Library Specialist
Billing Clerk	Office and Administrative Specialist
Bookmobile Coordinator	Permit Technician
Box Office Specialist	Police Evidence Technician
Building Inspector I	Police Information Technician, Senior
Cataloging Specialist	Process Server
Certified Permit Technician	Property Research Technician
Code Enforcement Technician, Senior	Resource Sharing Coordinator
Community Service Officer I	Support Services Technician
Community Service Officer II	Utility Billing Technician
Court Office Clerk	Utility Dispatcher

ARTICLE 2: TERM OF THE AGREEMENT

This Agreement shall be effective the 1st day of July 2025 and shall remain in full force and effect through the 30th day of June 2027. Either party desiring to change or terminate this Agreement must notify the other in writing at least one hundred twenty (120) days prior to June 30, 2027.

If during the bargaining of the new Agreement, the parties continue to negotiate in good faith, the terms and conditions under this Agreement shall remain in full force and effect until completion of the bargaining process and ratification of the new Agreement by the City Commission. At the signing of the new Agreement, payment of benefits and wages will be reconciled with the terms

of the new Agreement.

ARTICLE 3: EFFECT OF LAWS AND RULES

Section 1. This contract is subject to all applicable existing or future Federal laws or State of Montana and its political subdivisions regulations.

Section 2. The provisions of this contract are intended to set minimum standards of employee rights and benefits. The Employer is not, hereby, prohibited from extending additional benefits to its employees when, in its judgment, such benefits are justified and may reduce current benefits to the minimum standards contained herein.

ARTICLE 4: SEVERABILITY

In the event any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement. The expressed intention of the parties hereto hold all other provisions not declared invalid or unenforceable shall remain in force and effect.

ARTICLE 5: MANAGEMENT RIGHTS

Under Mont. Code Ann. §MCA 39-31-303, the CITY shall have the right to operate its affairs in such areas as, but not limited to:

- A. direct employees;
- B. hire, promote, transfer, assign, and retain employees;
- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work will be inefficient and nonproductive;
- D. maintain the efficiency of CITY operations;
- E. determine the methods, means, job classifications, and personnel by which CITY operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
- G. establish the methods and processes by which work is performed.

The foregoing enumeration of CITY Management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 6: EMPLOYEE RIGHTS

Section 1. RIGHT TO ORGANIZE - It shall be the right of all employees covered by this agreement to join and support the Federation for the purposes of negotiating with the Employer with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing, maintaining, protecting, and improving the standards of the City of Great Falls and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining for Public Employees Act, Mont. Code Ann. §39-31-101 *et seq.* No employee shall be discharged or otherwise harmed for upholding lawful Federation

principals in conjunction with the contract.

Section 2. PROTECTION OF EMPLOYEE RIGHTS – The Employer shall give reasonable support to employees in the discharge of their duties. Excluding probationary employees, no employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause.

Section 3. HOLD HARMLESS - The Employer shall provide insurance or risk pooled indemnity protection to defend and indemnify, if necessary, employees for claims, actual or alleged, made against them while acting within the course and scope of their employment, provided that such incidents, damages or acts are not caused by the willful violation of penal statutes, acts of fraud, or conduct contrary to the Employee Personnel Policy Manual. In addition, the Employer agrees to abide by all requirements of the laws of the State of Montana relating to its obligation to defend, indemnify and hold employees harmless while acting within the course and scope of their employment.

Section 4. CONFLICT OF POLICIES – In the case of a conflict of provisions contained in this Agreement and the Employee Personnel Policy Manual, this Agreement's provisions shall be applied, unless such provisions are contrary to applicable law.

ARTICLE 7: FEDERATION RIGHTS

Section 1. In the event the Federation designates a member employee to act in the capacity as official spokesperson for the Federation on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the Employer immediately after their election and Employer shall be notified of any changes of said representatives within seven (7) calendar days.

Section 3. The internal business of the Federation shall be conducted by the employees during their non-duty hours; provided, however, that a selected and designated Federation officer or appointee shall be allowed a reasonable amount of paid time to act as an employee representative in a disciplinary meeting when requested by the employee. The Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule.

Section 4. The Federation's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be approved in advance with management, and shall not unduly disrupt work in progress.

Section 5. The Federation may utilize a reasonable amount of space, as determined by the Employer, on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Federation.

Section 6. Accredited Federation representatives shall, with the written approval of the employee,

have the right to inspect an employee's official personnel file maintained by HR, with the exception of health care information, unless the issue involves such matters, and only where justification is advanced for such access by the Federation, and where the employee consents in writing to such inspection.

Section 7. The Federation may be allowed to use the Employer's facilities for Federation meetings contingent upon availability and management approval. The Federation shall be liable for any damages as a result of such use.

Section 8. RIGHT TO INFORMATION – The Employer recognizes the necessity for the Federation to have possession of information to maintain the Agreement and prepare for negotiations. Therefore one (1) copy of the following materials will be furnished to the Federation by the Employer at no cost within ten (10) City business days of the receipt of a request, provided such materials are available: general fund budgets - preliminary and final; annual report of the Employer setting forth actual receipts and expenditures; administrative regulations; names, addresses and classifications of employees in a particular classification or department of employees covered by this Agreement; any information, statistics and records which are not private or confidential and which are relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement. The Federation, upon written request to the Employer, shall also be furnished information or access to information that is of a public nature and is available. For such information the Employer may charge the Federation for the cost of preparing or providing copies thereof.

ARTICLE 8: FEDERATION SECURITY

Section 1. Upon receipt of written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues. The Employer will remit to the Federation such sums within 30 calendar days of receipt. Changes in the Federation membership dues rate will be certified to the Employer in writing signed by the authorized officer or officers of the Federation and the Federation shall notify Employer at least 30 calendar days in advance of such change.

Section 2. The Employer, within 30 calendar days of the signing of this Agreement, shall present the Federation with a list of the names and addresses of all current employees covered by this Agreement, and shall update list each month for all new hires.

Section 3. The Federation shall indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 9: SCOPE OF AGREEMENT

This Agreement constitutes the full and complete agreement between the parties and, as such, supersedes all previous agreements, understandings and practices, whether or not in writing, and

whether or not they are formal or informal. The parties further acknowledge that during the course of collective bargaining, each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provisions of this Agreement nor upon any subject of collective bargaining unless by mutual consent of the parties hereto. Addendum C is attached and incorporated herein by this reference and includes all letters of understanding, reclassifications, or other agreements affecting this Agreement.

ARTICLE 10: DEFINITIONS

- A. "Employee" shall mean employees of the CITY who are members of the bargaining unit covered by this Agreement.
- B. "Full-time employee" means an employee who normally works 40 hours a week.
- C. "Good Cause" as defined under MCA 39-2-903 means any reasonable job-related grounds for the action based on:
 - 1. the employee's failure to satisfactorily perform job duties
 - 2. the employee's disruption of the employer's operation;
 - 3. the employee's material or repeated violation of an express provision of the employer's written policies; or
 - 4. other legitimate business reasons determined by the employer while exercising the employer's reasonable business judgment.
- D. "Part-time employee" means an employee who normally works more than 20 hours but fewer than 40 hours a week.
- E. "Probationary employee" means a regular employee who is in an applicable probationary period.
- F. "Regular employee" means an employee who is assigned to a designated budgeted regular, non-temporary position and who has completed the respective probationary period(s).
- G. "Short-term worker" means an employee who does not work for more than ninety (90) days in a continuous 12-month period. A short-term worker is not eligible to earn sick leave, vacation leave and holiday benefits in accordance with MCA 2-18-101(23).

ARTICLE 11: SENIORITY AND LAYOFFS

Section 1. Seniority means an employee's length of continuous service with the department since the first date of hire as a regular employee, and shall be computed from the date the employee began such service.

- A. To be absent from the job due to layoffs, will be considered lost time for the purpose of seniority. However, in the event of reemployment under Section 2 of this Article, previous service shall count towards seniority.
- B. The Employer shall post a seniority roster on December 1st of each year. An employee may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.

Section 2.

- A. A reduction in force and the term "layoff" as used herein shall be separate and distinct from the terms "resignation", "retirement" and "dismissal." They shall mean the loss of an

employee's employment with the Employer which is the result of any reason other than resignation, retirement or dismissal. Reduction in hours is distinct and separate from reduction in force and layoff. Reduction in hours will be based on the operational needs of the department.

- B. In the event the Employer anticipates a layoff of employees is to take place, the Employer will provide the Federation with written notification which will include the name of the employee, the position proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon Federation request, the Employer will make available to the Federation any data requested which pertains to the layoff determination. Any employee who is to be placed on layoff will be notified in writing, by certified mail, at least thirty (30) calendar days prior to the effective date of the layoff.
- C. Layoffs caused by a reduction in force shall be in reverse order of seniority within the department, that is; the employee last hired shall be the first released in the same job classification.
- D. During the notification period, affected employees will be given first consideration for any vacant position authorized by the City Manager for which they are qualified within the City. Qualifications based on current/ reviewed/ updated job description. If more than one qualified employee is interested in the vacant position, seniority will be the determining factor for selection to the position.
- E. All recalls to employment shall be in order of seniority; that is, the last employee released as a result of a reduction in force shall be the first considered for any position for which they are qualified within the City. The Employer shall notify in writing such employee to return to work and furnish the Federation with a copy of such notification. It shall be the employee's responsibility to maintain a current address on record with the Employer for the purpose of such notification.
- F. Layoffs and subsequent recalls shall not be considered as a new employment affecting the status of previous employees, nor shall it require the placement of reemployed personnel in a probationary status if recalled to their previous position.
- G. Any recall rights under this Agreement are only applicable for twelve months from layoff.

Section 3. Seniority and rights to employee benefits shall be terminated when an employee terminates under the following conditions:

- A. terminates voluntarily or retires;
- B. is discharged for just cause;
- C. is absent for one working day without properly notifying the Employer; or
- D. fails to report for work after layoff within three (3) working days after being notified by registered mail at their last known address unless satisfactory excuse is shown.

ARTICLE 12: JOB SECURITY

Section 1. The probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not in the judgment of the Employer meet the required standard of performance. The probationary period upon initial employment shall be twelve (12) months for all bargaining unit members. The Employer may terminate the employment of any employee in accordance herewith upon written notice to the

employee. Any employee who has not been otherwise notified prior to the end of his probationary period shall automatically obtain regular, full or part-time status.

Section 2. The Employer may discharge any employee with regular, full or part-time status only for good cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such action. An employee with regular, full or part-time status may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure. This in no way limits management's prerogative to lay off employees in accordance with this Agreement.

ARTICLE 13: JOB DESCRIPTIONS

Section 1. Any employee may request, at any time, and shall receive a copy of his/her current job description which shall outline the duties and responsibilities for which the employee is held accountable.

Section 2. The employee may request a review of the job description and classification if he/she deems the job description does not reflect current duties and responsibilities. Within thirty calendar (30) days of the employee's request for a review of the job description and classification, the Employer will complete the review and provide the employee with a written determination.

ARTICLE 14: VACATIONS

- A. Vacation (annual) leave shall be earned and accumulated as provided in the Montana Code Annotated.
- B. Regular part-time employees and full-time employees who are regularly scheduled for less than 40 hours per week, are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- C. It shall be unlawful for the Employer to terminate or separate an employee from his/her employment in an attempt to circumvent the provision of this law. Should a question arise under this paragraph, the employee shall proceed under the grievance provisions of Addendum A of this Agreement.
- D. Annual vacation leave may be accumulated up to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. However, excess vacation time is not forfeited if taken within 90 calendar days from December 31st of the year in which the excess was accrued.

Employees with excess hours will be notified by the 20th of January of the number of hours that they need to use by March 31st. Employees must submit by January 31st vacation requests to use their excess vacation. If an employee's approved vacation is cancelled by the CITY, the employee will be allowed to carry those hours over to the current calendar year but not to exceed June 30th of the fiscal/budget year in which the excess vacation was earned.

- E. An employee who terminates his/her employment with the CITY, shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above. However, if an employee

transfers between departments within the CITY, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving department assumes liability for the accrued vacation credits transferred with the employee.

- F. When an employee has exhausted all accrued sick leave, an absence because of illness may be chargeable against vacation or accrued compensatory time by mutual agreement between the employee and his/her supervisor and approval of the, prior to approving leave without pay, in accordance with FMLA or other applicable law.
- G. Vacations will be granted at the time requested subject to the operational needs of the department. Vacations requested around all CITY recognized Holidays will be granted on a yearly rotation beginning with the most senior employee. Leave around CITY holidays will be selected first followed by all remaining vacation leave request starting with the most senior employee. A vacation sign-up sheet shall be posted by December 1st of the year preceding the year to be scheduled.
- H. If an employee requests and is granted posted/bid leave, the following year that Holiday will be available to the next most senior employee with the more senior employee who received the leave moved to the back of the rotation and will not be eligible to take the Holiday leave unless all other employees in that department/division have not requested that time off.
- I. All vacations requested after January 10th of each year will be in writing and granted on a first-come, first-serve basis. The CITY reserves the final right to deny all vacation requests, in writing, based upon operational needs within one (1) day of each request. Once a vacation request is approved, it will not be rescinded unless an emergent situation/condition arises. It is understood that Management retains the right to schedule. If an employee requests vacation leave and it is approved, the employee may only rescind the leave with mutual agreement.
- K. Receipt of vacation leave credits by an injured worker may not affect the worker's eligibility for temporary total disability benefits.

ARTICLE 15: SICK LEAVE

Section 1. Sick leave shall be earned and accumulated as provided in the Montana Code Annotated. Regular part-time employees, and full-time employees regularly scheduled for less than 40 hours per week, are entitled to prorated sick leave benefits if they have worked the qualifying period.

Section 2. An employee may use sick leave for the following reasons:

- A. Personal illness;
- B. When needed to care for an immediate family member, or any other member of an employee's household, this leave may not exceed more than five (5) days at any one time, unless the leave qualifies under FMLA. "Immediate family" shall mean: employee's spouse, children, mother, father, sisters, brothers, grandparents or grandchildren, and corresponding in-laws;
- C. When there is a death in the immediate family, up to ten (10) days of sick leave may be granted, unless the leave qualifies under FMLA.
- D. At the employee's request, sick leave may be integrated with payments under any state workers compensation program, so as not to allow the employee to receive more than forty (40) hours gross pay at the employee's regular hourly rate of pay for any time in which

employee is off of work. All usual deductions will be taken from the applicable sick leave pay.

Section 3. A health care provider's report excusing the employee from work may be required for any paid sick leave usage. The employee will be notified if a health care provider's release from work is required.

Section 4. Employees are required to follow the following two steps in order to be eligible for payment of sick leave:

- A. Report the reason for the absence within 45 minutes of beginning of his/her shift to the division head or immediate supervisor.
- B. If the absence is for more than one (1) day in length, the employee must keep his/her division head informed of his/her condition on a daily basis.

Section 5. Sick leave utilization must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave and vacation leave accruals and needs more time away from work, he/she may make a request through HR for leave donations. Members of the Federation may donate one (1) day, or (8) hours of sick leave, to any employee on an individual basis. Requests for donations must be approved by the Department Head and are coordinated and managed through HR. The maximum an employee can receive or donate is fifteen (15) days in a calendar year, unless additional time is approved by the City Manager or his designee. If an employee has exhausted all accrued sick, vacation and/or donated leaves, the Employer may permit the employee to be placed on a leave without pay status, if operational needs allow.

Section 6. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave accruals upon furnishing Management acceptable health care certification.

Section 7. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday leave status.

ARTICLE 16: OTHER LEAVES

Section 1. Jury Duty will be provided for under the Employee Personnel Policy Manual.

Section 2. Military leave and maternity leave shall be prescribed by law.

Section 3. Unpaid Leave of Absence (other than work-related injury)

- a. The CITY may grant an unpaid leave of absence if a cost/benefit analysis of both direct and indirect costs does not result in a net loss to the CITY, and the absence does not interfere with the operations of the department or the CITY. Employees will not be granted an unpaid leave of absence to obtain outside employment.
- b. Employees must use all accrued paid leaves before an unpaid leave of absence begins.
- c. Department Heads, in conjunction with HR, review and either approve or deny leave of absence requests of 30 days or less. Leave of absence requests of more than 30 days should be submitted to the department head for review and then forwarded to

the City Manager for a final decision. Failure to return from leave at the time agreed will result in termination of employment.

- d. During unpaid leave of absence, benefits such as holiday, annual and sick leave do not continue to accrue. Employees self-pay all insurance premiums during unpaid leave of absence. Consult HR to obtain information as to the level and duration of insurance coverage.

ARTICLE 17: HOLIDAYS

Section 1. Employees shall be granted the following holidays:

- A. New Year's Day, January 1st
- B. Martin Luther King Day, 3rd Monday in January
- C. Lincoln's and Washington's Birthdays, 3rd Monday in February
- D. Memorial Day, last Monday in May
- E. Independence Day, July 4th
- F. *Columbus Day (Municipal Court employees only)
- G. Labor Day, 1st Monday in September
- H. Veterans' Day, November 11th
- I. *Thanksgiving, 4th Thursday and Friday in November
(Municipal Court employees will work the day after Thanksgiving)
- J. Christmas, December 25th
- K. State general election day

*Municipal Court will be closed on days identified in Montana Code Annotated §1-1-216 and 3-1-302, and Court will be open the day after Thanksgiving.

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all employees covered under this Agreement. Part-time employees, and full time employees regularly scheduled for less than 40 hours per week, are entitled to prorated holiday benefits if they have worked the qualifying period. To be eligible for holiday pay an employee must be in a pay status on the last scheduled working day immediately before the holiday and on the first regularly scheduled working day immediately after the holiday.

Section 3. An employee who is scheduled to work on a legal holiday shall receive appropriate paid leave on another day within the same pay period, as scheduled by mutual agreement by the employee and his/her supervisor. If another paid leave day is not requested by the employee, he/she shall be paid a minimum of one and one-half (1½) times the regular hourly rate of pay.

Section 4. An employee who is scheduled for a day off on a day which is observed as a legal holiday, shall be entitled to receive a day off with pay either on the day preceding the holiday, or another day following the holiday in the same pay period as scheduled by mutual agreement by the employee and his/her supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Part-time employees, and full-time employees regularly scheduled for less than 40 hours per week, shall receive benefits granted in this section on a pro-rata basis.

ARTICLE 18: REIMBURSED EXPENSES

Section 1. Per Diem or reimbursement for meals or lodging shall be paid at the rates allowable under the CITY's Financial Policies. Non-travel or same day travel meal reimbursements will be taxable to the employee under IRS regulations and processed through next regular biweekly payroll cycle.

ARTICLE 19: PAY AND HOURS

Section 1. SALARIES AND LONGEVITY

- A. BASE WAGES - Conditions relative to and governing base wages and salaries are contained in Addendum B, which is attached and incorporated into this Agreement by this reference.
- B. For the purposes of longevity only, time shall be computed beginning July 1, 1987, and the following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated.

Longevity Pay: Subsequent to the completion of five (5) years of consecutive, full- time MPEA and MFPE employment, employees who qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY</u>
After 5 years through the end of the 10th year	\$ 20.00 per month
After 11 years through the end of the 15th year	\$ 40.00 per month
After 16 years through the end of the 20th year	\$ 60.00 per month
After 21 years through the end of the 25th year	\$ 80.00 per month
After 26 years	\$ 100.00 per month

Earned longevity pay will be paid to eligible employees in a lump sum payment and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months.

Section 2. The normal workweek shall be defined as Sunday 12:00 midnight to Saturday 11:59 p.m. A work schedule shall consist of forty (40) hours composed of five (5) consecutive work days, immediately followed by two (2) days off; except when flex time is implemented or when departments must maintain a 6 or 7 day per week operation. In those departments (for example library, police), employees may, on occasion, be scheduled for a 6th consecutive day.

Section 3. A regular workday shall consist of eight (8) hours of continuous work, unless the Employer has exercised the option to implement flex time (see Section 4). The workday will include two (2) duty free 15-minute rest breaks as determined by individual departments. Employees shall also be granted a duty-free meal break, the length and scheduling of which is to be determined by the individual departments or supervisor. The meal break shall normally be

without pay unless established otherwise by individual departments. It is understood and agreed that certain job classifications require special work schedules. In those cases, the supervisor shall designate the work schedule and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday or Sunday.

Section 4. The Employer will have the option of implementing flex time. Flex time is defined as any variation in the established work schedule within a department. A department head will have the authority to disallow or discontinue the use of flex time in the department at any time. At no time will the employee's flexed schedule exceed 40 hours per week. Flextime cannot be transferred or accumulated.

Section 5. If an employee is temporarily assigned to work in a higher classified position for which he/she has been trained, and works a minimum of eight (8) hours, he/she will be paid at the higher classified position regular hourly rate of pay for the period of time actually worked.

ARTICLE 20: ACOs and CSOs

Section 1. Call Out: An employee called out to work, not as an extension of the regular shift, shall be credited with a minimum of three (3) hours at the regular hourly rate of pay or at a rate of one and one-half (1½) times the regular hourly rate of pay for actual hours worked, whichever is greater. Call Out does not include scheduled work such as court and meetings that the employee has advanced notice of, and which occurs one (1) hour or less either before or after the regular shift schedule.

Section 2. Court Appearance: In the event that any court appearance before any judicial or administrative body is required as a part of the employee's job, excluding those occurring during regularly scheduled hours or days, the employee shall be paid for a minimum of four (4) hours at the regular hourly rate of pay. If such court appearance is on a scheduled day off, the four (4) hour minimum will be paid at the one and one-half (1½) times the regular hourly rate of pay. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the work week.

Section 3. Extension of Shift: In the event an employee is required to return to work within one-half (½) hour of the end of their shift to complete work that should have been done prior to leaving work or report to work up to one (1) hour prior to the start of their shift, he/she will be compensated as an extension of the regularly scheduled work shift at the rate of one and one-half (1½) times the regular hourly rate of pay for all hours worked in excess of a regularly scheduled work shift.

Section 4. Stand-By for Animal Control Officers: ACO's formally placed on "Stand-By" status shall be compensated on the basis of one-half (1/2) times the regular hourly rate of pay for the total period they are assigned to "Stand-By" status. Employees called out while on their "Stand-By" status will be paid a minimum of three (3) hours regular hourly rate of pay or at the rate of one and one-half (1½) times the regular hourly rate of pay for actual hours worked, whichever is greater, not to include phone calls.

Phone calls while on "Stand-By" status not requiring a response will be paid at the rate of a minimum of 15 minutes at one and one-half (1½) times the regular hourly rate of pay or actual

hours on the phone call, whichever is greater, regardless of the number of calls it takes to resolve the problem.

Section 5. ACOs will be paid an additional \$1.25 per shift differential for all hours actually worked between the hours of 10:00 a.m. to 8:00 p.m.

Section 6. An ACO/CSO who is assigned to train a new ACO/CSO shall receive an additional \$1.40 per hour for all hours worked training a new ACO/CSO.

Section 7. An annual clothing allotment of \$300, to be applied toward approved uniforms, will be provided for ACOs/CSOs employees of the Police Department. The clothing allotment is provided as an amount for employees to use toward ordering approved apparel and is not paid out to the employee. The program is administered through the office of the Chief of Police or designated representative.

ARTICLE 21: OVERTIME

Section 1. Employees legally entitled to overtime shall be paid at a rate of one and one half (1½) times their regular rate of pay for any time they work over 40 hours per work week.

Section 2. The Employer will make a good faith effort to equalize the offer of scheduled overtime among employees in the same work unit and classification where training and ability are sufficient to do the work. Overtime will be worked on a voluntary basis unless needed for continuation of service.

Section 3. Authorized holiday leave shall constitute time worked when computing overtime credits under this Article. Authorized sick leave and annual leave shall not constitute time worked when computing overtime credits under this Article.

Section 4. Overtime as provided for in this Agreement shall not be pyramided under any circumstances.

ARTICLE 22: GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree they will promptly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. Addendum A, attached hereto, shall be utilized to resolve grievances, except for alleged violations of FMLA, ADA, or state or federal provisions which shall be addressed through the appropriate state or federal agencies, if elected by the employee.

ARTICLE 23: VACANCIES AND PROMOTIONS

Section 1. Where qualifications, capabilities, work experience and past work performance are equal, seniority shall be the controlling factor in filling new or vacated regular positions.

Section 2. All newly created or vacated positions, excluding reclassifications, uniformed police and fire, professional (licensed/certification), department and division heads (does not include first

line supervisors), and skilled trades (carpenter, electrician, plumber), shall be conspicuously posted in each building for three (3) working days to allow current employees the first opportunity to apply. Postings will identify the salary range and inform employees that additional information on the position is available from Human Resources. Position openings will be filled by promoting from within the CITY whenever possible. When deemed necessary to recruit externally, the vacant position will be posted on the CITY's website and any other applicable websites, e.g., higher education, professional affiliated organizations, etc.

Section 3. The salary for vacant positions shall be posted on each vacancy notice within the bargaining unit. If the CITY cannot attract a qualified candidate at the advertised salary, the position shall be re-advertised with a new salary. The revised posting announcement shall be advertised in-house and out-of-house concurrently.

ARTICLE 24: RATINGS AND WARNINGS

Section 1. From the date of signing this Agreement, no information reflecting critically upon an employee shall be placed in the official personnel file, retained by Human Resources, that does not bear the signature or initials of the employee indicating that he/she has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request. This provision shall not restrict supervisors or Management representatives from maintaining administrative records with regard to employee action or transactions.

Section 2. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the official personnel file of an employee and shall be purged from their official personnel file if older than one year. If such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns, is applicable to pending legal or quasi-legal proceedings or unless such purging is contrary to Federal or state law (such as retention periods for positive drug or alcohol tests). The employee must submit a written request to Human Resources to purge the document from the employee's official personnel file.

Section 3. Material placed in the official personnel file of an employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceedings involving the employee.

Section 4. RIGHTS TO REPRESENTATION - An employee may, at his/her option, be represented at all disciplinary meetings by a Federation representative.

ARTICLE 25: NOTIFICATIONS

Section 1. The Employer shall insure each employee's access to an up-to-date Personnel Policy Manual of its rules, regulations and policies on employment related matters. The employee shall be notified of any changes or additions to personnel rules, regulations and policies issued by the Employer and the individual departments.

ARTICLE 26: NO STRIKE/LOCKOUT

Section 1. During the term of this Agreement, neither the Federation nor its agents or representatives will cause, sanction or take part in any strike or any other interference with the operation of the Employer's business.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

ARTICLE 27: HEALTH INSURANCE

A CITY health insurance contribution in the amount listed below will be added to gross pay of eligible employees, according to applicable rules and regulations. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, eligible employees are required to participate in the CITY's health insurance or risk-pooled indemnity plan on either a pre-tax or post-tax basis.

If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the CITY's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees. If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance coverage.

It is hereby acknowledged that both employee and the Employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the CITY that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the CITY's health insurance or indemnity contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the Employer.

The CITY contribution amount included in base wages for retirement enhancement purposes shall be capped at the current contribution rate of \$361.39 per biweekly paycheck.

Health premiums will be shared with the CITY paying 80 (eighty) percent of the premium and the employee paying 20 (twenty) percent of the premium.

- A. The CITY reserves the right to add to, delete from or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- B. The CITY shall be at liberty to make an independent selection of the insurance or indemnity carrier, including the option of partially or fully self-funding with no obligation to negotiate.

ARTICLE 28: MISCELLANEOUS

Section 1. LABOR-MANAGEMENT COMMITTEE - A Labor-Management Committee shall be formed and consist of members from the Federation and members from the Employer in accordance with the Labor Management Committee by-laws. The Committee will meet as often as necessary. Any subject of concern to either the Federation or the Employer may be presented to this Committee.

Section 2. An annual clothing allotment of \$150, to be applied toward approved uniforms, will be provided for civilian, excluding ACOs/CSOs, employees of the Police Department. The clothing allotment is provided as an amount for employees to use toward ordering approved apparel and is not paid out to the employee. The program is administered through the office of the Chief of Police or designated representative.

Section 3. When past practices, policies, rules or prior agreements conflict with the specific language incorporated into this agreement, the language of this Agreement shall apply. During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement unless mutually agreed by both parties.

This clause shall not be construed to limit, impair or act as a waiver of the Employer's or the Federation's right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

Section 4. In the event any Federal or State law or final decision of court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision(s) so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The Employer or Federation agree to meet as soon as possible for the purpose of negotiation on the provision(s) so affected.

Section 5. Employees may not be under the influence of or impaired by, alcohol or controlled substances while on duty. Consistent with the City's right and obligation to ensure that its operations are free from unsafe drug and alcohol use, and Article 5 of this Agreement, all employees are subject to Section 8 of the City of Great Falls Personnel Policy Manual, the City of Great Falls Alcohol and Controlled Substance Policy and all applicable department policies.

ARTICLE 29: TRAINING

The CITY will make its best effort to provide/make available access to training at least every two years to employees required to maintain certifications or licenses for their position.

IN WITNESS WHEREOF, the Federation and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Great Falls, Montana, this ____ day of _____, 2025.

CITY OF GREAT FALLS, MONTANA

MONTANA FEDERATION OF PUBLIC
EMPLOYEES, LOCAL #7796

Gregory T. Doyon, City Manager

Amanda Curtis, President M.F.P.E.

ATTEST:

Allison McMaster, President Local #7996

Lisa Kunz, City Clerk

(SEAL OF CITY)

Reviewed for legal content*:

David Dennis, City Attorney

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

ADDENDUM A: GRIEVANCE PROCEDURE

Step 1.

The employee and/or Federation Steward will discuss the grievance with the employee's immediate Supervisor in an attempt to resolve the grievance within fifteen (15) working days (Monday – Friday), except City holidays, of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday – Friday), except City holidays, to respond to the employee and/or Federation Steward.

Step 2.

If the response from the Supervisor is not satisfactory to the employee and/or Federation Steward, the employee and/or Federation Steward shall contact the Federation, and the Federation shall, within ten (10) working days (Monday – Friday), except City holidays, of the response of the Supervisor in Step 1, reduce the grievance to writing and submit the grievance to the Department Head or designee. The Department Head or designee and the Federation shall meet within ten (10) working days (Monday – Friday), except City holidays, to discuss the grievance and attempt to resolve the grievance. The Department Head or designee shall have five (5) working days (Monday – Friday), except City holidays, from the date of the meeting to respond to the Federation with his/her decision in writing.

Grievances regarding termination of employment shall be submitted by the Federation, in writing, to the Department Head at Step 2.

Step 3.

If the response from the Department Head is not satisfactory to the Federation, the Federation may within ten (10) working days (Monday – Friday), except City holidays, submit the grievance in writing to the City Manager or his designee. The City Manager or his designee shall respond back to the Federation within ten (10) working days (Monday – Friday), except City holidays, in writing with the City's decision.

Step 4.

If the grievance is not settled in Step 3, the Federation and the Employer shall, within five (5) working days (Monday – Friday), except City holidays, agree to a date, time and place to convene a joint committee of two (2) representatives of the Federation and two (2) representatives from the City to hear the grievance. The committee shall render a decision within five (5) working days (Monday – Friday), except City holidays, from the date of the hearing.

Step 5.

If the grievance is not settled in Step 4, either party may within ten (10) working days (Monday – Friday), except City holidays, submit the grievance to final and binding resolution with an agreed upon arbitrator or request a list of arbitrators from the Board of Personnel Appeals. Final and binding arbitration shall be used for contract violations that involve interpretation of language that would result in a monetary value of \$800 or less.

- A. If the City and the Federation cannot agree whether a grievance has an economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the

case in Final and Binding Resolution shall make the decision and it shall be final and binding on all parties.

- B. City shall present claims or grievances, in writing, to the Federation.
- C. Final and Binding Resolution Authority: in any case where Final and Binding Resolution is utilized, the person hearing the grievance shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The person hearing the grievance shall consider and decide only the specific issue(s) submitted in writing by the City and the Federation, and shall have no authority to make a decision on any other issue not so submitted. The person hearing the grievance shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of Final and Binding Resolution shall be borne by the two parties, equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Step 6.

The parties may mutually agree to use Step 5 to resolve contractual issues with a value of more than \$800 in lieu of judicial review.

RULES OF GRIEVANCE PROCESSING

Rule 1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.

Rule 2. A grievance not filed or advanced by the grievant within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the employer's representative to answer within the time limits shall entitle the employee proceed to the next step.

Rule 3. An appointed authority may replace any titled position in the grievance procedure provided that such appointment has full authority to act in the capacity of the person being replaced.

Rule 4. When the grievance is presented in writing there shall be set forth all of the following:

- A. A complete statement of the grievance and facts upon which it is based.
- B. The rights of the individual claimed to have been violated and remedy or correction requested.

Rule 5. At any stage of the grievance process, the Federation, employee and/or the Employer may attempt to mutually settle or resolve the grievance.

Addendum B
MFPE Wage Schedule
4% Market + 3% COLA - Effective 7/1/2025

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Entry Level 7/1/2025	3% Increase after 6 mos in position	6% Increase after 18 mos in position	3% Increase after 3 yrs in position	3% Increase after 5 yrs in position	2.5% Increase after 8 yrs in position	2.5% Increase after 10 yrs in position
20	\$15.32	\$15.78	\$16.72	\$17.22	\$17.74	\$18.18	\$18.64
Annual	\$31,080.00	\$32,812.44	\$34,781.18	\$35,824.62	\$36,899.36	\$37,821.84	\$38,767.39
21	\$15.32	\$16.17	\$17.14	\$17.65	\$18.18	\$18.64	\$19.10
Annual	\$31,856.74	\$33,633.11	\$35,651.10	\$36,720.63	\$37,822.25	\$38,767.81	\$39,737.00
22	\$15.70	\$16.17	\$17.14	\$17.65	\$18.18	\$18.64	\$19.10
Annual	\$32,653.51	\$33,633.11	\$35,651.10	\$36,720.63	\$37,822.25	\$38,767.81	\$39,737.00
23	\$16.09	\$16.57	\$17.57	\$18.09	\$18.64	\$19.10	\$19.58
Annual	\$33,468.40	\$34,472.45	\$36,540.80	\$37,637.02	\$38,766.13	\$39,735.29	\$40,728.67
24	\$16.49	\$16.99	\$18.01	\$18.55	\$19.10	\$19.58	\$20.07
Annual	\$34,306.86	\$35,336.07	\$37,456.23	\$38,579.92	\$39,737.32	\$40,730.75	\$41,749.02
25	\$16.91	\$17.41	\$18.46	\$19.01	\$19.58	\$20.07	\$20.57
Annual	\$35,163.50	\$36,218.40	\$38,391.51	\$39,543.25	\$40,729.55	\$41,747.79	\$42,791.48
26	\$17.33	\$17.85	\$18.92	\$19.49	\$20.07	\$20.57	\$21.09
Annual	\$36,041.90	\$37,123.15	\$39,350.54	\$40,531.06	\$41,746.99	\$42,790.67	\$43,860.43
27	\$17.76	\$18.29	\$19.39	\$19.97	\$20.57	\$21.09	\$21.61
Annual	\$36,943.90	\$38,052.22	\$40,335.35	\$41,545.41	\$42,791.77	\$43,861.57	\$44,958.11
28	\$18.21	\$18.75	\$19.88	\$20.47	\$21.09	\$21.61	\$22.15
Annual	\$37,867.66	\$39,003.69	\$41,343.91	\$42,584.22	\$43,861.75	\$44,958.30	\$46,082.25
29	\$18.66	\$19.22	\$20.37	\$20.98	\$21.61	\$22.15	\$22.71
Annual	\$38,813.22	\$39,977.62	\$42,376.27	\$43,647.56	\$44,956.99	\$46,080.91	\$47,232.94
30	\$19.13	\$19.70	\$20.88	\$21.51	\$22.15	\$22.71	\$23.28
Annual	\$39,784.20	\$40,977.73	\$43,436.39	\$44,739.48	\$46,081.67	\$47,233.71	\$48,414.55
31	\$19.61	\$20.19	\$21.40	\$22.05	\$22.71	\$23.28	\$23.86
Annual	\$40,778.75	\$42,002.11	\$44,522.24	\$45,857.90	\$47,233.64	\$48,414.48	\$49,624.84
32	\$20.10	\$20.70	\$21.94	\$22.60	\$23.28	\$23.86	\$24.45
Annual	\$41,798.74	\$43,052.70	\$45,635.86	\$47,004.94	\$48,415.08	\$49,625.46	\$50,866.10
33	\$20.60	\$21.22	\$22.49	\$23.16	\$23.86	\$24.46	\$25.07
Annual	\$42,844.10	\$44,129.42	\$46,777.18	\$48,180.50	\$49,625.91	\$50,866.56	\$52,138.23
34	\$21.11	\$21.75	\$23.05	\$23.74	\$24.45	\$25.07	\$25.69
Annual	\$43,914.89	\$45,232.33	\$47,946.27	\$49,384.66	\$50,866.20	\$52,137.86	\$53,441.30
35	\$21.64	\$22.29	\$23.63	\$24.34	\$25.07	\$25.69	\$26.34
Annual	\$45,012.89	\$46,363.28	\$49,145.07	\$50,619.43	\$52,138.01	\$53,441.46	\$54,777.50
36	\$22.18	\$22.85	\$24.22	\$24.94	\$25.69	\$26.34	\$26.99
Annual	\$46,138.10	\$47,522.24	\$50,373.57	\$51,884.78	\$53,441.33	\$54,777.36	\$56,146.79
37	\$22.74	\$23.42	\$24.82	\$25.57	\$26.33	\$26.99	\$27.67
Annual	\$47,290.58	\$48,709.30	\$51,631.85	\$53,180.81	\$54,776.23	\$56,145.64	\$57,549.28
38	\$23.30	\$24.00	\$25.44	\$26.21	\$26.99	\$27.67	\$28.36
Annual	\$48,473.88	\$49,928.09	\$52,923.78	\$54,511.49	\$56,146.84	\$57,550.51	\$58,989.27
39	\$23.89	\$24.60	\$26.08	\$26.86	\$27.67	\$28.36	\$29.07
Annual	\$49,684.42	\$51,174.96	\$54,245.45	\$55,872.82	\$57,549.00	\$58,987.73	\$60,462.42
40	\$24.48	\$25.22	\$26.73	\$27.53	\$28.36	\$29.07	\$29.80
Annual	\$50,927.60	\$52,455.43	\$55,602.76	\$57,270.84	\$58,988.97	\$60,463.69	\$61,975.28
41	\$25.10	\$25.85	\$27.40	\$28.22	\$29.07	\$29.80	\$30.54
Annual	\$52,199.84	\$53,765.84	\$56,991.79	\$58,701.54	\$60,462.59	\$61,974.15	\$63,523.51
42	\$25.72	\$26.50	\$28.08	\$28.93	\$29.80	\$30.54	\$31.30
Annual	\$53,504.75	\$55,109.90	\$58,416.49	\$60,168.99	\$61,974.06	\$63,523.41	\$65,111.49
43	\$26.37	\$27.16	\$28.79	\$29.65	\$30.54	\$31.30	\$32.09
Annual	\$54,844.13	\$56,489.46	\$59,878.82	\$61,675.19	\$63,525.44	\$65,113.58	\$66,741.42
44	\$27.03	\$27.84	\$29.51	\$30.39	\$31.30	\$32.09	\$32.89
Annual	\$56,214.36	\$57,900.79	\$61,374.84	\$63,216.08	\$65,112.57	\$66,740.38	\$68,408.89
45	\$27.70	\$28.53	\$30.24	\$31.15	\$32.09	\$32.89	\$33.71
Annual	\$57,619.12	\$59,347.69	\$62,908.55	\$64,795.81	\$66,739.68	\$68,408.17	\$70,118.38

Addendum B
MFPE Wage Schedule
4% Market + 3% COLA - Effective 7/1/2026

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Entry Level 7/1/2026	3% Increase after 6 mos in position	6% Increase after 18 mos in position	3% Increase after 3 yrs in position	3% Increase after 5 yrs in position	2.5% Increase after 8 yrs in position	2.5% Increase after 10 yrs in position
20	\$16.01	\$16.49	\$17.48	\$18.00	\$18.54	\$19.00	\$19.48
Annual	\$33,292.90	\$34,291.68	\$36,349.18	\$37,439.66	\$38,562.85	\$39,526.92	\$40,515.09
21	\$16.41	\$16.90	\$17.91	\$18.45	\$19.00	\$19.48	\$19.97
Annual	\$34,124.94	\$35,148.68	\$37,257.61	\$38,375.33	\$39,526.59	\$40,514.76	\$41,527.63
22	\$16.82	\$17.32	\$18.36	\$18.91	\$19.48	\$19.97	\$20.46
Annual	\$34,978.44	\$36,027.79	\$38,189.46	\$39,335.14	\$40,515.20	\$41,528.08	\$42,566.28
23	\$17.24	\$17.75	\$18.82	\$19.38	\$19.96	\$20.46	\$20.98
Annual	\$35,851.35	\$36,926.89	\$39,142.50	\$40,316.78	\$41,526.28	\$42,564.44	\$43,628.55
24	\$17.67	\$18.20	\$19.29	\$19.87	\$20.46	\$20.98	\$21.50
Annual	\$36,749.51	\$37,852.00	\$40,123.12	\$41,326.81	\$42,566.62	\$43,630.78	\$44,721.55
25	\$18.11	\$18.65	\$19.77	\$20.36	\$20.98	\$21.50	\$22.04
Annual	\$37,667.14	\$38,797.15	\$41,124.98	\$42,358.73	\$43,629.49	\$44,720.23	\$45,838.24
26	\$18.56	\$19.12	\$20.27	\$20.87	\$21.50	\$22.04	\$22.59
Annual	\$38,608.08	\$39,766.32	\$42,152.30	\$43,416.87	\$44,719.38	\$45,837.36	\$46,983.30
27	\$19.03	\$19.60	\$20.77	\$21.40	\$22.04	\$22.59	\$23.15
Annual	\$39,574.30	\$40,761.53	\$43,207.23	\$44,503.44	\$45,838.55	\$46,984.51	\$48,159.12
28	\$19.50	\$20.09	\$21.29	\$21.93	\$22.59	\$23.15	\$23.73
Annual	\$40,563.83	\$41,780.75	\$44,287.59	\$45,616.22	\$46,984.71	\$48,159.33	\$49,363.31
29	\$19.99	\$20.59	\$21.82	\$22.48	\$23.15	\$23.73	\$24.32
Annual	\$41,576.72	\$42,824.02	\$45,393.46	\$46,755.27	\$48,157.93	\$49,361.87	\$50,595.92
30	\$20.49	\$21.10	\$22.37	\$23.04	\$23.73	\$24.33	\$24.93
Annual	\$42,616.84	\$43,895.34	\$46,529.06	\$47,924.93	\$49,362.68	\$50,596.75	\$51,861.67
31	\$21.00	\$21.63	\$22.93	\$23.62	\$24.33	\$24.93	\$25.56
Annual	\$43,682.19	\$44,992.66	\$47,692.22	\$49,122.99	\$50,596.68	\$51,861.59	\$53,158.13
32	\$21.53	\$22.17	\$23.50	\$24.21	\$24.93	\$25.56	\$26.20
Annual	\$44,774.81	\$46,118.05	\$48,885.13	\$50,351.69	\$51,862.24	\$53,158.79	\$54,487.76
33	\$22.06	\$22.73	\$24.09	\$24.81	\$25.56	\$26.20	\$26.85
Annual	\$45,894.60	\$47,271.43	\$50,107.72	\$51,610.95	\$53,159.28	\$54,488.26	\$55,850.47
34	\$22.62	\$23.29	\$24.69	\$25.43	\$26.20	\$26.85	\$27.52
Annual	\$47,041.63	\$48,452.88	\$51,360.05	\$52,900.85	\$54,487.87	\$55,850.07	\$57,246.32
35	\$23.18	\$23.88	\$25.31	\$26.07	\$26.85	\$27.52	\$28.21
Annual	\$48,217.81	\$49,664.34	\$52,644.20	\$54,223.53	\$55,850.24	\$57,246.49	\$58,677.65
36	\$23.76	\$24.47	\$25.94	\$26.72	\$27.52	\$28.21	\$28.92
Annual	\$49,423.13	\$50,905.82	\$53,960.17	\$55,578.98	\$57,246.35	\$58,677.51	\$60,144.44
37	\$24.35	\$25.09	\$26.59	\$27.39	\$28.21	\$28.92	\$29.64
Annual	\$50,657.67	\$52,177.40	\$55,308.04	\$56,967.28	\$58,676.30	\$60,143.21	\$61,646.79
38	\$24.96	\$25.71	\$27.26	\$28.07	\$28.92	\$29.64	\$30.38
Annual	\$51,925.22	\$53,482.97	\$56,691.95	\$58,392.71	\$60,144.49	\$61,648.10	\$63,189.30
39	\$25.59	\$26.36	\$27.94	\$28.77	\$29.64	\$30.38	\$31.14
Annual	\$53,221.95	\$54,818.61	\$58,107.73	\$59,850.96	\$61,646.49	\$63,187.65	\$64,767.34
40	\$26.23	\$27.01	\$28.64	\$29.49	\$30.38	\$31.14	\$31.92
Annual	\$54,553.65	\$56,190.26	\$59,561.68	\$61,348.53	\$63,188.98	\$64,768.71	\$66,387.92
41	\$26.88	\$27.69	\$29.35	\$30.23	\$31.14	\$31.92	\$32.71
Annual	\$55,916.47	\$57,593.97	\$61,049.61	\$62,881.09	\$64,767.53	\$66,386.71	\$68,046.38
42	\$27.55	\$28.38	\$30.08	\$30.99	\$31.92	\$32.71	\$33.53
Annual	\$57,314.29	\$59,033.72	\$62,575.75	\$64,453.02	\$66,386.61	\$68,046.27	\$69,747.43
43	\$28.24	\$29.09	\$30.84	\$31.76	\$32.72	\$33.53	\$34.37
Annual	\$58,749.03	\$60,511.50	\$64,142.19	\$66,066.46	\$68,048.45	\$69,749.67	\$71,493.41
44	\$28.95	\$29.82	\$31.61	\$32.56	\$33.53	\$34.37	\$35.23
Annual	\$60,216.82	\$62,023.33	\$65,744.73	\$67,717.07	\$69,748.58	\$71,492.30	\$73,279.60
45	\$29.67	\$30.56	\$32.40	\$33.37	\$34.37	\$35.23	\$36.11
Annual	\$61,721.60	\$63,573.25	\$67,387.64	\$69,409.27	\$71,491.55	\$73,278.84	\$75,110.81



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Labor Agreement between the City of Great Falls and the International Brotherhood of Electrical Works (IBEW), Local #233.

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the International Brotherhood of Electrical Works (IBEW), Local #233.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the International Brotherhood of Electrical Works (IBEW), Local #233 for the period of July 1, 2025 through June 30, 2027.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and IBEW Local #233, which consists of 4 employees across two departments – Planning and Community Development and Public Works.

Summary:

Members of the negotiating teams worked to update contractual language to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect definitions and current terminology, and references to applicable statutes throughout the Agreement.

The negotiating teams included the following individuals:

Representing the City:

David Dennis, City Attorney
Melissa Kinzler, Finance Director
Melissa Guelff, HR Generalist
Cody McRady, Water Treatment Branch Manager
Eric Boyd, Street Division Manager

Representing the IBEW:

Jeffrey Butler
David Paul Anderson
Jackie McBroom, IBEW Business Mgr.
Duane Wock, IBEW Asst. Business Mgr.

Key items of change include:

Article 2 – Term of the Agreement

Two years – July 1, 2025 through June 30, 2027.

Article 27 – Health Insurance

Annual health insurance premiums will be shared with the City paying 80 (eighty) percent and the employee paying 20 (twenty) percent.

Schedule A:

The FY26 and FY27 wage schedule reflects a market adjustment of 2.5 percent, a cost of living increase of 3.0 percent and a health insurance adjustment of 1 percent for each year of the two-year contract.

Fiscal Impact:

The financial impact of a 3.5 market adjustment and a 3.0 percent COLA increase for each year of the contract is approximately \$49,000.

Alternatives:

City Commission may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue the collective bargaining process.

Concurrences:

The IBEW members voted to ratify the contract language in May 2025.

Attachments/Exhibits:

IBEW Labor Agreement

AGREEMENT

BETWEEN

CITY OF GREAT FALLS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION #233

July 1, 2025 – June 30, 2027

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AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2025, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and LOCAL UNION #233, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), hereinafter referred to as the "UNION", who have mutually agreed as follows:

ARTICLE 1

RECOGNITION AND PURPOSE

- 1.1 The CITY recognizes the UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of this AGREEMENT, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and all other conditions of employment. The CITY recognizes that the employees covered by this AGREEMENT are primarily maintenance and service employees. The present recognized jurisdiction of the IBEW shall be maintained during the term of this AGREEMENT.

ARTICLE 2

TERM OF THIS AGREEMENT

- 2.1 This AGREEMENT shall take effect July 1, 2025, and shall remain in effect until June 30, 2027, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated as provided herein.
- 2.2 Either party desiring to change or terminate this AGREEMENT must notify the other party in writing, at least 60 days prior to the expiration date of this AGREEMENT.
- 2.3 Whenever such notice is given for changes, the articles to be changed, added, or deleted must be specified no later than the first negotiating meeting.
- 2.4 The existing provisions of this AGREEMENT shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.
- 2.5 The parties shall meet to consider the proposed change(s) at least thirty (30) days prior to the expiration date of this AGREEMENT. In the event that an agreement has not been reached by the expiration date to renew, modify, or extend this AGREEMENT or to submit the unresolved issues to final and binding arbitration, either party may serve the other a ten (10) day written notice terminating this AGREEMENT. The terms and conditions of this AGREEMENT shall remain in full force and effect until the expiration of the ten (10) day period.

- 2.6 By mutual agreement only, the parties may jointly submit the unresolved issues to final and binding arbitration for adjudication. The decision shall be final and binding on all parties hereto, except for alleged violations of FMLA, ADA or State or Federal provisions, which shall be addressed through the appropriate State or Federal agencies.
- 2.7 This AGREEMENT shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. and the CITY for approval

ARTICLE 3

SUCCESSORS

- 3.1 In order to effectuate the purpose of this AGREEMENT, the parties agree that this AGREEMENT shall be binding upon their successors or assigns.

ARTICLE 4

DEFINITIONS

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this AGREEMENT, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Regular employee" means a non-temporary employee who has satisfied any applicable probationary period and is assigned to a position designated as regular, full or part-time in the CITY's annual budget.
- C. "Full-time employee" means an employee who normally works forty (40) hours a week.
- D. "Base Pay Rate" is defined as the employee's regular hourly rate of pay in that category to which an employee is ordinarily assigned, exclusive of longevity or any other special rates of pay.
- E. "Work Week" is defined as Sunday 12:00 a.m. through Saturday 11:59 p.m.
- F. "Holiday Pay" is defined as eight (8) hours at one (1) times the employee's hourly rate of pay.
- G. "Holiday Premium Pay" is defined as one and one half (1½) times the employee's regular hourly rate of pay.
- H. "Good Cause" as defined under MCA 39-2-903 means any reasonable job-related grounds for the action based on:

1. the employee's failure to satisfactorily perform job duties
2. the employee's disruption of the employer's operation;
3. the employee's material or repeated violation of an express provision of the employer's written policies; or
4. other legitimate business reasons determined by the employer while exercising the employer's reasonable business judgment.

ARTICLE 5

UNION SECURITY

- 5.1 Any employee included in the bargaining unit may be or become a member of the UNION. No employee shall be required to become a member of the UNION as a condition of employment. Employer will direct to the designated UNION representative any bargaining unit employee having a question regarding Union membership, dues or fees. Employer shall provide the UNION written notification of newly hired bargaining unit employees within 10 business days following the employee's date of hire. The designated UNION representative may meet with a newly hired bargaining unit employee, with preapproval from the supervisor and no disruption to the course of work, for up to one (1) hour.
- 5.2 The CITY agrees to deduct the UNION monthly dues and initiation fee from each UNION member's wages upon written authorization of employee. The deductions shall be made once each month with the total of such deductions made payable to the UNION by the end of the following calendar month.
- 5.3 It is understood the UNION shall have the right to use Business Agents, Shop Committees or Stewards to adjust grievances as they arise. The CITY agrees that local Business Agents for the UNION shall be given access by the CITY to members of the UNION at the places of business of the CITY during hours of operation, for the purpose of ascertaining whether the terms of this AGREEMENT are being observed provided the Business Agent does not disrupt the normal CITY operations, except for unsafe conditions.
- 5.4 The UNION will notify the CITY, in writing, which representative (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of this AGREEMENT or in any other matters, which affect or may affect the relationship between the CITY and the UNION.

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this AGREEMENT.
- 6.2 It is mutually agreed that there will be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this AGREEMENT.

- 6.3 It shall not be a violation of this AGREEMENT for employees of this bargaining unit to refuse to cross a legal picket line.
- 6.4 The UNION and the CITY agree that "strikes" or "lockouts" will not prevent the UNION or the CITY from providing emergency operation of the water, wastewater and sanitation systems that are essential to the health, welfare, and safety of the public.
- 6.5 If the contract has expired, good faith efforts in negotiating a new contract have failed and the parties are at impasse, then:
 - A. The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration, and/or
 - B. The CITY may "lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

ARTICLE 7

MANAGEMENT RIGHTS

- 7.1 The CITY shall have the right to operate and manage its affairs in such areas as, but not limited to:
 - A. direct employees;
 - B. hire, promote, transfer, assign and retain employees;
 - C. relieve employees from duties because of the lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
 - D. maintain the efficiency of the CITY operations;
 - E. determine the methods, means, job classifications, and personnel by which the CITY operations are to be conducted;
 - F. take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
 - G. establish the methods and processes by which work is performed, including the utilization of advancements of technology.
- 7.2 The foregoing enumeration of the CITY management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise specifically covered by this AGREEMENT.

ARTICLE 8

EMPLOYEE RIGHTS/GRIEVANCE

- 8.1 Grievances which may arise, including the interpretation of this AGREEMENT, shall be settled in the following manner:

STEP 1:

The Division Manager will attempt to resolve any grievances that arise in his/her Division.

STEP 2:

- A. If the employee is not satisfied with the Division Manager's decision, he/she may reduce the grievance to writing and submit to the UNION for submission to the Department Head and HR Director for evaluation. The written grievance shall contain the following information:
1. The nature of the grievance and the facts on which it is based;
 2. The provisions of this AGREEMENT allegedly violated, if applicable; and
 3. The remedy requested.
- B. No grievance shall be considered or processed unless it is submitted within fifteen (15) working days of the first knowledge.

STEP 3:

If in the UNION'S opinion a grievance exists, the UNION (with or without the presence of the aggrieved employee) may present the written grievance to the Department Head. The Department Head shall respond within fifteen (15) working days of the grievance.

STEP 4:

If within fifteen (15) working days the grievance has not been settled, it may be submitted to the City Manager or designee. The City Manager shall respond within ten (10) working days of the grievance.

STEP 5:

If within ten (10) working days after being submitted to the City Manager or designee, the grievance has not been settled, it may be submitted to arbitration by either party, under the following process:

- A. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the American Arbitration Association or State of Montana Board of Labor Appeals. The charging party in the grievance shall strike the first name. By mutual consent another process can be utilized. The arbitrator shall have thirty (30)

days in which to render a decision.

- B. Any grievance involving a monetary issue, including those related to hours and working conditions which could have an apparent economic effect or impact less than five hundred dollars (\$500) shall be subject to final and binding arbitration. Any monetary issue, as defined in the last sentence, in excess of five hundred dollars (\$500) may be subject to final and binding arbitration only if mutually agreed upon.
 - C. If the CITY and the UNION cannot agree whether a grievance is monetary or on the dollar amount thereof, either party may seek judicial determination.
 - D. The CITY shall present claims or grievances in writing to the UNION.
 - E. Arbitrator's Authority: In any case where final and binding arbitration is utilized, the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement, unless the terms and conditions are found to be contrary to applicable law. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of arbitration shall be borne equally by the parties, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made, at its own cost. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.
- 8.2 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a presented grievance is not appealed to the next step within the specific time limit, or any agreed extension thereof, it shall be considered settled on the basis of the CITY's or the UNION's last answer. If the CITY or the UNION does not answer a grievance or an appeal thereof within the specified time limits, the UNION or the CITY may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the CITY and the UNION.
- 8.3 At any stage of the grievance process, the UNION, employee and/or the CITY may attempt to mutually settle or resolve the grievance.

ARTICLE 9

WAGES AND PAY PERIODS

- 9.1 Attached hereto and made a part hereof by reference as Schedule A is a list of the agreed wage schedule, classifications and rates of pay of employees covered by and for the duration of this AGREEMENT. Exclusive of unforeseen emergencies, all employees covered by this AGREEMENT shall be paid bi-weekly in accordance with the CITY Personnel Policy Manual.

ARTICLE 10

HOURS OF WORK AND OVERTIME

- 10.1 Except for the special work schedules no longer than two weeks that are set forth herein, the normal work schedule shall consist of five (5) days, of eight (8) continuous hours each, except for a normal thirty (30) minute-lunch period. Otherwise, any schedule other than Monday through Friday will be agreed upon with the employees and the UNION will be notified.
- 10.2 One and one-half (1½) times the regular hourly rate of pay will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) in any one week. In no case shall overtime pay be paid twice for the same hours worked.
- 10.3 The CITY agrees that each regular full-time employee will be given the opportunity of working at least forty (40) hours of each work week except those in which any of the holidays provided for herein occur. During work weeks in which any said holidays fall upon any work day, the CITY agrees that each regular full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified as CITY business requires. Holidays shall be counted as days worked in computing the initial forty (40) hours for overtime purposes. Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this AGREEMENT. The CITY and the UNION will mutually agree on any modification of hours of the work week prior to a reduction in manpower.

ARTICLE 11

CALL BACK

- 11.1 An employee called back for work, by phone, text message or otherwise, at a time other than his/her normal scheduled shift will be compensated for a minimum of two (2) hours at one and one half (1½) times the regular hourly rate of pay if called in within (a) two (2) hours before the start of their scheduled shift, or (b) four (4) hours after the end of the scheduled shift.

At all other times, except as outlined in Article 10.1 including holidays and vacations, the employee will be compensated for four (4) hours minimum paid at one and one half (1½) times the employee's regular hourly pay rate. An early report to a regularly scheduled shift

on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

- 11.2 The employee placed on standby will carry a CITY provided cell phone and report to work within one (1) hour from voice to voice contact with the CITY. The standby period is defined as any consecutive 24-hour period beyond the employee's normally scheduled shift. The employee must be notified of being placed on standby at least 24 hours preceding the beginning of any standby period, and no later than the end of the shift on a normal work day. The employee will be compensated for four (4) hours at the regular hourly rate of pay for the standby period in addition to any call back compensation.
- 11.3 Bargaining unit members who are required to make telephone calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one-half ($\frac{1}{2}$) hour at one and one-half ($1\frac{1}{2}$) times the regular hourly rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half ($\frac{1}{2}$) hour, the employee will be paid for the actual time worked at one and one-half ($1\frac{1}{2}$) times the regular hourly rate of pay.
- 11.4 Employees who are scheduled to report for a shift change with less than eight (8) hours between shifts shall be paid one and one-half ($1\frac{1}{2}$) times the regular hourly rate of pay for four (4) hours of the second shift.

ARTICLE 12

SENIORITY

- 12.1 Seniority means the rights secured by regular full-time employees by length of continuous service with the CITY. Seniority rights shall apply to layoff, scheduling of vacations and transfers of employees. In the case of a layoff, the last employee hired shall be the first laid off. Seniority shall not be effective until a six (6) month probationary period has been completed, after which seniority shall date back to the date of last hiring. Seniority shall be determined by craft and division. Recall rights are not earned until after six (6) months of continuous service.
- 12.2 Seniority shall be broken by (a) resignation; (b) retirement; (c) discharge; (d) failure to report after layoff within fourteen (14) calendar days following written notification to the employee by mail to his/her last known address provided by employee to the CITY; or (e) absence from CITY employment for layoff or illness for twelve (12) or more months. No new regular employee shall be hired in a craft or division until all laid off employees who retain seniority in that classification and who are qualified to fill the open job have been given an opportunity to return to work. Any recall rights under this AGREEMENT are only applicable for one calendar year from the date of layoff.

ARTICLE 13

PROBATIONARY AND EVALUATION PERIODS

- 13.1 All newly hired or rehired employees will satisfactorily serve a six (6) month probationary period upon being hired by the CITY.
- 13.2 At any time during the probationary period, a newly hired or rehired (after twelve (12) months absence) employee may be terminated at the sole discretion of the CITY.
- 13.3 All employees will serve a six (6) month evaluation period in any dissimilar job in which the employee has not served a probationary period.
- 13.4 If an employee is determined to be unqualified during an evaluation period following a promotion or reassignment, said employee shall revert to his previous position or one of comparable pay and responsibility.

ARTICLE 14

HOLIDAYS

- 14.1 Regular, full-time employees shall be granted the following paid holidays each calendar year:
 - A. New Year's Day, January 1st
 - B. Martin Luther King Day, third Monday in January
 - C. Lincoln's and Washington's Birthday, third Monday in February
 - D. Memorial Day, Last Monday in May
 - E. Independence Day, July 4th
 - F. Labor Day, first Monday in September
 - G. Veterans Day, November 11th
 - H. Thanksgiving, fourth Thursday, and the day after Thanksgiving, fourth Friday, in November
 - I. Christmas, December 25th
 - J. General Election Day each year in which a general election is held throughout the State.
- 14.4 Designated holidays falling on an employee's regularly scheduled day off, as provided in Mont. Code Ann. §2-18-603, shall be entitled to receive a day off with pay within the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of holiday pay.
- 14.5 If the employee is required to work on the designated holiday and is not given a day off in lieu of the holiday, he/she will be paid at holiday premium pay plus holiday pay.
- 14.6 An employee must be in a pay status either the last regularly scheduled working day before or the first regularly scheduled working day after a holiday is observed to be eligible to

receive holiday pay.

ARTICLE 15

VACATION (ANNUAL LEAVE)

- 15.1 Vacation shall be earned and accumulated as provided in the Montana Code Annotated.
- 15.2 Vacation time earned but not used at the time of termination shall be paid to the employee at his/her base pay rate. Vacation time shall be granted at the time requested insofar as possible, subject to operational needs of the division or department. Vacations shall be bulletined and the most senior employee shall have the first choice as to his/her vacation time. He/she shall be given a choice of a split vacation if he/she so desires.
- 15.3 All vacations will be posted from January 1st through the third Friday in March. All approved vacation shall be posted by April 1st. Any protest over vacation dates must be submitted, in writing, to the Division Manager or Department Head before May 1st or no adjustments will be made.
- 15.4 In the case of vacation schedules, seniority shall govern by division and apply on the vacation selections for first and second choices with the most senior employee given first (1st) choice of when he/she shall take his/her vacation, which shall not exceed ten (10) working days. With the approval of the Division Manager or Department Head, employees may split their first choice vacation.
- 15.5 Any employee who desires three (3) days or less of accrued vacation may be allowed the requested time off if the employee has accrued sufficient vacation leave, gives twenty-four (24) hours' notice to his/her supervisor, and it doesn't interfere with the operational needs of the department.

ARTICLE 16

SICK LEAVE

- 16.1 Sick leave shall be earned and accumulated as provided in the Montana Code Annotated.
- 16.2 Employees may take sick leave for the following reasons:
 - A. Personal illness, including doctor and dentist appointments. Employees are requested to give twenty-four (24) hours prior notice of doctor and dentist appointments, except in cases of emergencies or unforeseen circumstances.
 - B. When urgently needed to care for an employee's spouse, children, mother, father, or any other member of the household who is ill.
 - C. When there is a death in the immediate family, no more than five (5) days sick leave

may be granted, unless the leave qualifies for FMLA leave. The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents and corresponding in-laws and other members residing in the employee's household.

- 16.3 A medical provider's report may be required for any paid sick leave in excess of one (1) working day, or at any time where a pattern of excessive sick leave is identified by the CITY.
- 16.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.
 - A. Report in the manner designated by division or department, the reason for absence as soon as reasonably possible prior to the beginning of the shift to his/her division head or immediate supervisor.
 - B. If the absence is for more than one (1) day in length, the employee must keep his/her division head informed of his/her condition, when physically possible.
- 16.5 Employees who receive workers' compensation benefits after using sick leave accruals for the same absence, shall provide the CITY with documentation of the workers' compensation benefits received. The employee may then request a corresponding credit to the employee's sick leave accrual account.
- 16.7 Sick Leave Donations. Sick leave utilized must not exceed the amount accrued by the employee. Sick leave donations are not available to employees during a probationary period. If an employee is ill and has exhausted his/her sick leave accruals, and needs more time away from work, he/she may utilize his/her accrued vacation/annual leave. If an employee is ill and has exhausted all his/her sick leave and vacation leave credits, and needs more time away from work, members of the UNION may donate one (1) day of sick leave to an employee on an individual basis. Requests for donations by an employee must be approved by Management and are requested and coordinated through HR. The maximum amount an employee can receive or donate is fifteen (15) days in one (1) calendar year.
- 16.8 The Voluntary Employee Benefits Association (VEBA) Plan is a benefit available to all eligible employees and is administered and managed according to the MCA through the HR department.

ARTICLE 17

FAMILY AND MEDICAL LEAVE (FMLA)

- 17.1 By Federal law, all eligible employees are provided family medical leave under the FMLA as referenced in City Personnel Policy Manual.

ARTICLE 18

TEMPORARY ASSIGNMENTS AND LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENTS

- 18.1 Employees temporarily assigned to a higher rated position for more than eight (8) hours, (i.e., an Electrician assigned Code Inspector work), shall receive the higher rate of pay for all actual hours worked at the higher rated position.
- 18.2 Employees receiving workers' compensation wage loss benefits who have been released to light duty/temporary alternative duty assignment must inform their immediate supervisor or division head by 5:00 PM on the next work day after being released to work for light duty. Failing to notify the immediate supervisor or division head may subject the employee to suspension of workers' compensation wage loss benefits under the workers' compensation laws of Montana, and the employee may be subject to disciplinary action.
- 18.3 The light duty/temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating medical provider and based on the availability of the CITY to accommodate the light duty/temporary ADA request. The employee will be required to perform work throughout the CITY for which the employee may be capable and qualified.
- 18.4 At any time and at the discretion of the CITY, the injured employee may be required to submit to a medical examination by a medical provider selected by the CITY at the CITY's expense.

ARTICLE 19

REST BREAK AND SAFETY

- 19.1 For all employees covered under the terms of this AGREEMENT, there shall be a fifteen (15) minute break midway in the first half of a shift and midway in the second half of a shift.
- 19.2 On all energized circuits of equipment carrying 440 volts or over, two (2) or more bargaining unit employees must work together as a safety measure.

ARTICLE 20

SEVERANCE PAY

- 20.1 Any employee who has completed his/her probationary period and who shall be terminated by the CITY, except for good and sufficient cause for firing, shall be given fourteen (14) calendar days' notice of said termination or in lieu of said notice, ten (10) working days

pay computed at the employee's regular hourly rate of pay. Employees resigning or voluntarily terminating employment with the CITY will give a minimum of fourteen (14) calendar days' notice. If they fail to do so, they will be considered terminated not in good standing and will not be eligible for rehire.

ARTICLE 21

JURY DUTY

21.1 Jury duty provisions as defined under the City's Personnel Policy Manual.

ARTICLE 22

UNPAID LEAVE OF ABSENCE

22.1 Unpaid Leave of Absence (other than work-related injury)

- A. The City may grant an unpaid leave of absence if a cost/benefit analysis of both direct and indirect costs does not result in a net loss to the CITY, and the absence does not interfere with the operations of the department or the CITY. Employees will not be granted an unpaid leave of absence to obtain outside employment.
- B. Employees must use all accrued paid leave before an unpaid leave of absence begins.
- C. Department Heads will review and either approve or deny leave of absence requests of 30 days or less. Decisions will be forwarded to the requesting employee within three (3) business days. Leave of absence requests of more than 30 days shall be submitted to the Department Head and HR Director for review and then forwarded to the City Manager for a final approval/denial. Failure to return from leave at the time agreed will result in termination of employment.
- D. During an unpaid leave of absence, benefits such as holiday, annual and sick leaves do not continue to accrue. Employees are required to self-pay insurance premiums during an unpaid leave of absence and must consult HR to obtain information as to the level and duration of insurance coverage.
- D. Existing seniority rights will be suspended during the term of the leave.

ARTICLE 23

MEAL

23.1 When an employee is required to work more than two (2) hours overtime following a regular shift, and for each additional five (5) hours of overtime worked, the CITY shall reimburse him/her \$15.00 for a meal. The employee will be given a reasonable amount of

time to eat, which will not be compensable time. All meal reimbursements will be included in the employee's biweekly payroll check.

ARTICLE 24

LONGEVITY

- 24.1 For purposes of longevity only, time shall be computed from the employee's latest date of hire into the bargaining unit without a break in service. The following schedule of benefits shall be paid to employees who accrue longevity based on the time elements stipulated.
- 24.2 Subsequent to the completion of five (5) continuous years of employment, employees who qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY</u>
After 5 years through the end of the 10th year	\$ 20.00 per month
After 10 years through the end of the 15th year	\$ 40.00 per month
After 15 years through the end of the 20th year	\$ 60.00 per month
After 20 years through the end of the 25th year	\$ 80.00 per month
After 25 years	\$100.00 per month

- 24.3 Earned longevity pay will be paid to eligible employees in a lump sum payment and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months.

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY POLICY

- 25.1 The UNION and the CITY agree to abide by the CITY's Equal Employment Opportunity Policy in the CITY's Personnel Policy Manual to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of age, race, religion, sex, national origin, marital status, public assistance status, or any other status protected by Federal or State law.

ARTICLE 26

SUPPLEMENTAL AGREEMENT

- 26.1 During the term of this AGREEMENT and any extensions hereof, no collective bargaining shall be had upon any matter covered by this AGREEMENT or upon any matter, which has been raised and disposed of during the course of the collective bargaining which

resulted in the consummation of this AGREEMENT, unless mutually agreed by both parties.

ARTICLE 27

SAVINGS CLAUSE

- 27.1 In the event any Federal or State law or final decision of a court of competent jurisdiction ruling conflicts with any provision of this AGREEMENT, the provision(s) so affected shall no longer be operative or binding upon the parties, but the remaining portion of this AGREEMENT shall continue in full force and effect. The CITY and the UNION agree to meet as soon as possible for the purpose of negotiation on the provision(s) so affected.

ARTICLE 28

WAIVER AND AMENDMENT CLAUSE

- 28.1 No past practices, policies, rules or prior agreements shall alter the intent or the meaning of the specific articles of this AGREEMENT. This clause shall not be construed to limit, impair or act as a waiver of the CITY's or the UNION's right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

ARTICLE 29

ALCOHOL AND CONTROLLED SUBSTANCES

- 29.1 Employees may not be under the influence of or impaired by, alcohol or controlled substances while on duty. Consistent with the City's right and obligation to ensure that its operations are free from unsafe drug and alcohol use, and Article 7 of this Agreement, all employees are subject to Section 8 of the City of Great Falls Personnel Policy Manual, the City of Great Falls Alcohol and Controlled Substance Policy and all applicable department policies.

SCHEDULE A

CITY OF GREAT FALLS AND LOCAL UNION #233, I.B.E.W.

During the term of this AGREEMENT, the following regular hourly rates of pay are:

Title/Position	FY26 7/1/2025	FY27 7/1/2026
Master Electrician	\$39.18	\$41.87
Code Inspector	\$39.18	\$41.87
Electrician	\$36.79	\$39.32
Water Plant Industrial Electrician	\$36.79	\$39.32
Traffic Signal Technician	\$36.79	\$39.32
Traffic Signal Technician/Electrician	\$36.79	\$39.32
Water Plant Industrial Automation Specialist	\$36.79	\$39.32

The regular hourly rate of pay does not include the NEBF and 8th District Electrical Pension Fund contributions as described in Schedule B 4(A)(1) and (2).

SCHEDULE B

CITY OF GREAT FALLS AND LOCAL UNION #233,I.B.E.W. **SPECIAL CONDITIONS**

In addition to the above wages, the following Special Conditions shall be provided:

1. **Special Work Schedules**: It is understood and agreed that certain job classifications at the Water Plant require special work schedules. In those cases, the supervisor shall designate the work schedule, and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday and Sunday. It is further understood and agreed that in those divisions wherein twenty-four (24) hour work schedules or less are maintained the supervisor shall establish a shift rotation schedule so that each employee may be rotated on an equal basis with the other employees of the division and craft between the various shifts. This also applies to the rotation of days off where seven (7) day coverage is required.

2. **P.E.R.S.**: Employees shall be covered by the Montana Public Employees Retirement System, as provided by State law.

3. **Special Conditions -- Inspectors**:
 - A. This Section 3. Applies to Electrical Inspectors only.

 - B. Applicants for the position of Electrical Inspector shall possess at least one of the following qualifications:
 1. Master's License in the electrical field;
 2. Certification as a degreed, registered engineer with a minimum of one year's work experience in the appropriate discipline at the time of employment;
 3. A bachelor's degree in engineering with a minimum of three years' work experience in the appropriate discipline at the time of employment; and/or
 4. A minimum of five years' work experience in the appropriate discipline at the time of employment.

 - C. In the event a vacancy occurs, the CITY will attempt to hire an individual with the qualifications set forth in Item 3(B)(1) above. Upon approval to recruit for the position, the CITY will notify the UNION and request a list of qualified personnel. Said list of qualified personnel must apply through the CITY's website to be considered as an applicant for employment.

 - D. Any inspector assigned to the Building Inspection Division, who is qualified, whether covered by this Agreement or not, may be required to perform the normal duties of any other inspector assigned to said division when:

1. Said inspector is absent due to illness, vacation or other authorized absence;
 2. An emergency situation exists (i.e., flood, fire, earthquake or other act of God); or
 3. Necessary for efficiency of operational needs.
4. UNION Pension and Insurance Plans: The CITY agrees to pay directly to any pension plan designated by the UNION, an amount specified by the UNION for all hours compensated for by the CITY. The CITY further agrees to contribute amounts outlined below into the various pension and insurance plans. Any additional contributions specified by the UNION for the duration of this AGREEMENT will be deducted from employee's base pay.

A. I.B.E.W.:

1. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be submitted electronically not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having this AGREEMENT terminated upon seventy-two (72) hours' notice in writing being served by the UNION, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of the labor agreement.

2. Effective July 1, 2019, the sum of two dollars and twenty-five (\$2.25), per hour, per employee, will be paid to employees covered under the terms of this AGREEMENT and forwarded monthly to a depository designated by the Trustees of the Eighth District Electrical Pension Fund. The CITY shall forward monthly an electronic payroll report on a form prescribed by the Trust Fund Committee. Such payment and payroll report shall be submitted electronically not later than fifteen (15) calendar days following the end of each calendar month. If the CITY fails to remit, the CITY shall be subject to having this AGREEMENT terminated upon seventy-two (72) hours notice in writing being served by the UNION, provided the CITY fails to show satisfactory proof that the required payments have been paid to the designated depository.

3. HEALTH INSURANCE

The CITY agrees to provide non-occupational health insurance coverage for each eligible regular employee and eligible dependents immediately following the period of exclusion provided by the terms of the plan document.

A CITY health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this AGREEMENT, employees are required to participate in the CITY's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the CITY's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

It is hereby acknowledged that both the employee and the CITY retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the CITY that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the CITY's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties

agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

The CITY contribution amount included in base wages for retirement enhancement purposes shall be capped at the contribution rate of \$361.39 per biweekly paycheck.

Health insurance premiums will be shared with the CITY paying 80 (eighty) percent of the premium and the Employee paying 20 (twenty) percent of the premium.

- A. Effective 7/1/97, the CITY reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
 - B. The CITY shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.
- 4. In those divisions where shifts are established and employees who are required to work for the CITY during hours outside the day shift as designated by that employee's division, a shift differential of seventy-five_cents (\$0.75) per hour for the evening shift and one dollar (\$1.00) per hour for the midnight to morning shift. Employees assigned to special work schedules will be paid the shift differential for that shift when they actually work the shift.
 - 5. A lead worker, designated by the CITY, shall be paid one dollar (\$1.00) per hour over the regular hourly rate of pay.

AGREED to and dated this ____ day of _____, 2025.

FOR THE CITY OF GREAT FALLS:

FOR LOCAL UNION #233, I.B.E.W.:

Greg Doyon, City Manager

Jackie McBroom, Business Manager

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT*:

David Dennis, City Attorney

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



Commission Meeting Date: July 1, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10592 – Set the public hearing for the request of a Conditional Use Permit (CUP) to allow “marijuana cultivation” within the I-1 Light Industrial zoning district upon the property addressed as 748 Crescent Circle, legally described as Lot 2A, Block 2, BN Car Shop Addition, Great Falls, Montana.

From: Lonnie Hill, Deputy Director, Planning and Community Development

Initiated By: Bobby Long, Flower

Presented By: Lonnie Hill, Deputy Director, Planning and Community Development

Action Requested: City Commission Set a public hearing for Resolution 10592 on August 5, 2025.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for Resolution 10592 on August 5, 2025.”

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

Staff Recommendation: Staff is not making a formal recommendation for or against the Conditional Use Permit (CUP) request. However, staff has reviewed the application for compliance with local code and evaluated proposed mitigation measures. Based on this review, staff finds the request acceptable as presented. The CUP process enables the City Commission to determine whether a non-permitted use may be appropriate at a given location with adequate mitigation. Staff has provided relevant information to support that determination. Should the Commission approve the request, staff recommend the approval be subject to the conditions listed below. If the Commission chooses to deny the request, it must adopt alternative findings to support that decision.

Conditions of Approval:

1. **Modifications:** It is understood that minor changes are often necessary during the development and operation of a conditional use. The Administrator (the Administrator is the City employee assigned by the City Manager to administer conditional uses) is hereby authorized to permit minor changes, as provided below.
2. **Changes in Use:** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly

limited. A significant change in the type or level of activity, may void the conditional use permit. Proposed changes shall be submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.

3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance, if the operation has not been established for the applicant's request. The Administrator may extend the expiration date if substantial work is ongoing.
4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
5. **Security Plan:** The applicant shall submit a Security Plan detailing the standard operating procedures relating to physical and procedural security. This document shall be submitted and will be kept on-file at the Planning and Community Development Department.
6. **Exterior Signage:** No exterior signage shall be permitted regarding the use or operation of marijuana cultivation, however signage typical of a retail establishment is permitted as allowed by City sign code.
7. **Outdoor Cultivation Prohibited:** All marijuana cultivation activities shall be conducted entirely within an enclosed, secure, and climate-controlled indoor facility. Outdoor cultivation is strictly prohibited on the subject property, including within any greenhouses, hoop houses, or temporary structures.
8. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
9. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

Summary: Bobby Long with Flower, a cannabis business, submitted an application for a Conditional Use Permit (CUP) to establish a land use of "marijuana cultivation" within the I-1 Light Industrial zoning district upon the property addressed as 748 Crescent Circle and legally described as Lot 2A, Block 2, BN Car Shop Addition, Section 11, T20N, R3E, P.M.M., Great Falls, Montana.

Marijuana cultivation is defined by OCCGF 17.8.120 as, *"a use licensed by the State of Montana to:*

- (a) plant, cultivate, grow, harvest, and dry marijuana; and*
- (b) package and relabel marijuana produced at the location in a natural or naturally dried form that has not been converted, concentrated, or compounded for sale through a licensed dispensary."*

The request to allow marijuana cultivation is in addition to establishing a marijuana dispensary upon the subject property, which is permitted by right within the I-1 zoning district.

According to the applicant's narrative, the project includes secure indoor cultivation and back-end packaging, State-licensed retail sales (marijuana dispensary), and administrative functions. A site plan of the proposed layout of the building is provided within the attachment titled, *Application Packet*. The

applicant states the request represents a long-term investment, which will serve as the hub for the business which he has described as “a secure, enclosed, compliance-driven facility.”

The facility will operate during normal business hours and include activities such as plant care within the sealed grow rooms, irrigation maintenance, harvesting, trimming, and processing of cannabis plants. The applicant anticipates a team of 10-15 trained employees on-site during normal business hours. The application states, “The work environment is secure, regulated, and structured – not chaotic or open-ended.” In addition to a CUP, the business is required to meet all regulations of the Montana Department of Revenue Cannabis Control Division.

The applicant was asked to provide information regarding common concerns related to the operation of a marijuana cultivation facility, such as odor, security, visibility, and traffic. The following information was provided within the *Application Packet*:

- Odor: The applicant states that odor is managed by the design of the growing environment. The operation is a sealed grow system that utilizes carbon filters and a closed-loop HVAC system. The applicant states odor will not be detectable beyond the facility perimeter under normal operations.
- Security: Security measures are required by the State of Montana, including monitored video surveillance where cannabis products are grown, processed, stored, and sold, controlled-access doors, and alarm systems. The applicant states Flower’s security plan includes measures that comply with and exceed the state requirements, such as monitored video surveillance for all back-office space, such as administrative offices. Staff has included a condition of approval that requires a Security Plan detailing safety operations upon the property.
- Visibility: The cultivation component of the business will have no external visual impacts. This includes no outdoor cultivation, no exterior venting or large industrial fans, or cultivation garbage disposal visible to the public. In addition, no signage will identify the activity of cultivation occurring within the building. Staff has included a condition of approval that does not permit exterior signage referencing marijuana cultivation operations, however signage typical of a retail establishment is permitted as allowed by the City sign code. In addition, staff included a condition that states all marijuana cultivation activities shall be conducted entirely within an enclosed, secure, and climate-controlled indoor facility.
- Traffic: The applicant states that traffic will be limited to staff, deliveries, lab testing visits, and equipment testing. Staff finds that the existing street network can accommodate the proposed use.

Conditional Use Permit: The 0.758-acre property is located within the I-1 Light Industrial zoning district. The applicant engaged City staff about establishing “marijuana cultivation” within the building and was informed the land use requires a Conditional Use Permit to establish the land use. This requirement was established as part of Ordinance 3249, which was adopted by the City Commission in 2022. The Ordinance established the regulations pertaining to marijuana business activities within City of Great Falls and is provided as an attachment to this agenda report.

The subject property is wholly surrounded by the I-1 zoning district. To the north of the property is a large multi-tenant industrial building, commonly referred to as Buttrey’s Warehouse. To the west of the property is 6th Street Southwest and a mixture of light industrial and commercial uses, including a marijuana dispensary. To the south is a multi-tenant commercial building including a coffee shop, casino and lounge, marijuana dispensary, and beauty salon. To the east of the property is the parking lot of Buttrey’s Warehouse and other light industrial uses.

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

Zoning Commission Recommendation: At the conclusion of a public hearing held on June 10, 2025, the Zoning Commission voted 4-1 to recommend that the City Commission approve the applicant's request for a CUP to allow "marijuana cultivation" within the I-1 Light Industrial zoning district upon the subject property legally described above. The dissenting Commissioner expressed reservations regarding the legality of the request, referencing federal law under the Controlled Substances Act, which classifies marijuana as a Schedule I controlled substance. This designation prohibits its production, distribution, or possession outside of federally approved research contexts. Based on this interpretation, the Commissioner opposed the request. In response, the City Attorney addressed the legal concerns directly prior to the Commission's vote. The City Attorney clarified that the City had previously raised similar arguments in district court proceedings and was unsuccessful. The City Attorney advised that if the City were to base its denial solely on these federal law concerns, the City would likely be exposed to legal risk, as such a rationale has already been adjudicated and rejected in court.

Neighborhood #2 Council Recommendation: Neighborhood Council #2 met on May 14, 2025, and voted 4-1 to "not oppose" the request. It is important to note that "not oppose" is not the same as formal support or approval; rather, it indicates that the Council does not object to the proposal moving forward but also does not actively endorse it. This position often reflects neutrality, general acceptance, or unresolved concerns outside the Council's advisory role, such as broader policy or zoning distribution issues.

The Neighborhood Council shared concerns with City staff about the growing number of marijuana businesses in their area and asked if the City could limit how many dispensaries are allowed. Staff explained that under current City rules, dispensaries are automatically allowed in areas zoned for light industrial use (I-1), and this Council area includes the closest I-1 zoning district to the center of the city. Businesses are choosing locations near busy commercial areas like 6th Street Southwest instead of on the outskirts of town. As a result, marijuana businesses in Neighborhood Council #2 are more often near neighborhoods that are adjacent to light or heavy industrial zoning. This can unintentionally create an uneven concentration in certain parts of the city, such as along 6th Street Southwest.

Business License and Permit Requirements: In addition to this CUP request, the project will require a business license and a building permit. Representatives from the City's Planning Division, Building Division, Engineering Division and Fire will review the required plans and specifications to determine compliance with all local regulations. Within the Conditions of Approval, establishment of a CUP is required within one year of approval. The applicant has indicated that the project is anticipated to commence immediately, if approved.

Concurrences: Representatives from the City's Engineering, Great Falls Fire Rescue, and Building Divisions have reviewed the proposal and have no objections to the issuance of the Conditional Use Permit.

Fiscal Impact: Approval of the Conditional Use Permit is not anticipated to result in any adverse fiscal impact to the City of Great Falls. All costs associated with site development and improvements will be borne by the applicant. Additionally, the subject property is already within the service area of City Police

and Fire departments, requiring no expansion of public safety resources. The proposed use may also generate modest state-shared marijuana tax revenue for the City under current state distribution policies.

Alternatives: The City Commission could choose not to set a public hearing at this time. This is not recommended as it is a required step for the Conditional Use Permit.

Attachments/Exhibits:

- Resolution 10592
- Basis of Decision
- Location and Zoning Map
- Application Packet
 - Narrative
 - Interior Layout Plan
- Ordinance 3249

RESOLUTION 10592

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW MARIJUANA CULTIVATION WITHIN THE I-1 ZONING DISTRICT UPON THE PROPERTY ADDRESSED AS 748 CRESCENT CIRCLE, GREAT FALLS, MONTANA.

* * * * *

WHEREAS, Bobby Long with Flower, a cannabis business, has submitted an application for a Conditional Use Permit to allow marijuana cultivation upon the property addressed as 748 Crescent Circle, Great Falls, Montana and legally described as Lot 2A, Block 2, BN Car Shop Addition, Section 11, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana; and,

WHEREAS, the subject property is presently within the I-1 Light Industrial zoning district; and,

WHEREAS, establishment of marijuana cultivation is allowed upon approval of a Conditional Use Permit; and,

WHEREAS, the proposed Conditional Use Permit to allow marijuana cultivation land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on June 10, 2025, to consider said Conditional Use Permit application, and at the conclusion of said hearing passed a motion recommending a Conditional Use Permit be granted for the subject property to allow for marijuana cultivation, subject to the following conditions:

Conditions of Approval:

1. **Modifications:** It is understood that minor changes are often necessary during the development and operation of a conditional use. The Administrator (the Administrator is the City employee assigned by the City Manager to administer conditional uses) is hereby authorized to permit minor changes, as provided below.
2. **Changes in Use:** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly limited. A significant change in the type or level of activity, may void the conditional use permit. Proposed changes shall be

submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.

3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance, if the operation has not been established for the applicant's request. The Administrator may extend the expiration date if substantial work is ongoing.
4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
5. **Security Plan:** The applicant shall submit a Security Plan detailing the standard operating procedures relating to physical and procedural security. This document shall be submitted and will be kept on-file at the Planning and Community Development Department.
6. **Exterior Signage:** No exterior signage shall be permitted regarding the use or operation of marijuana cultivation, however signage typical of a retail establishment is permitted as allowed by City sign code.
7. **Outdoor Cultivation Prohibited:** All marijuana cultivation activities shall be conducted entirely within an enclosed, secure, and climate-controlled indoor facility. Outdoor cultivation is strictly prohibited on the subject property, including within any greenhouses, hoop houses, or temporary structures.
8. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
9. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

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

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

That a Conditional Use Permit be granted to allow marijuana cultivation for the property addressed as 748 Crescent Circle, Great Falls, Montana, conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the Official Code of the City of Great Falls (OCCGF) 17.16.36.090, the permit

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on August 5, 2025.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting a Conditional Use Permit (CUP) to allow “marijuana cultivation” within the I-1 Light Industrial zoning district upon the property addressed as 748 Crescent Circle, legally described as Lot 2A, Block 2, BN Car Shop Addition, Section 11, T20N, R3E, P.M.M., Great Falls, Montana.

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

The proposed conditional use for the subject property is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposed project specifically supports the following goals and policies from the Economic and Physical portions of the Growth Policy:

Economic Goals and Policies:

ECO3.4 Continue efforts to expand, retain and attract new businesses in Great Falls. (Page 155)

ECO3.5 Continue efforts to support and develop small businesses in Great Falls. (Page 156)

Physical Goals and Policies:

Phy4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods. (Page 162)

Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure. (Page 162)

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

The establishment, maintenance, or operation of the proposed conditional use will not be detrimental to, or endanger the health, safety, morals, comfort, or general welfare of the community. Staff has reviewed the application for compliance with local code and proposed mitigation measures to address common concerns associated with the use. These measures, reflected in the Conditions of Approval, include a required security plan, prohibition of any outdoor cultivation, and a restriction on exterior signage advertising marijuana cultivation. It is also noted that, regardless of general opinion concerning health, safety, morals, comfort, or welfare, the sale and cultivation of marijuana is a legal activity under Montana state law. Accordingly, the applicant must comply with all applicable regulations of the Montana Department of Revenue’s Cannabis Control Division, which provides an additional layer of oversight to ensure lawful operation.

3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. It is not anticipated that this project would diminish and impair property values within the neighborhood, as it is similar in use and impacts to nearby uses within the Light Industrial zoning district, including other marijuana businesses.

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

The proposed project will not impede the normal and orderly development and improvement of surrounding properties. The subject property is wholly surrounded by the I-1 zoning district. To the north of the property is a large multi-tenant industrial building. To the west of the property is 6th Street Southwest and a mixture of light industrial and commercial uses, including a marijuana dispensary. To the south is a multi-tenant commercial building including a coffee shop, casino and lounge, marijuana dispensary, and beauty salon. To the east of the property is a large parking lot and other light industrial uses. This area contains a mix of light industrial and commercial uses. For this reason, the Conditional Use is appropriate for the subject property and within the context of the surrounding area.

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

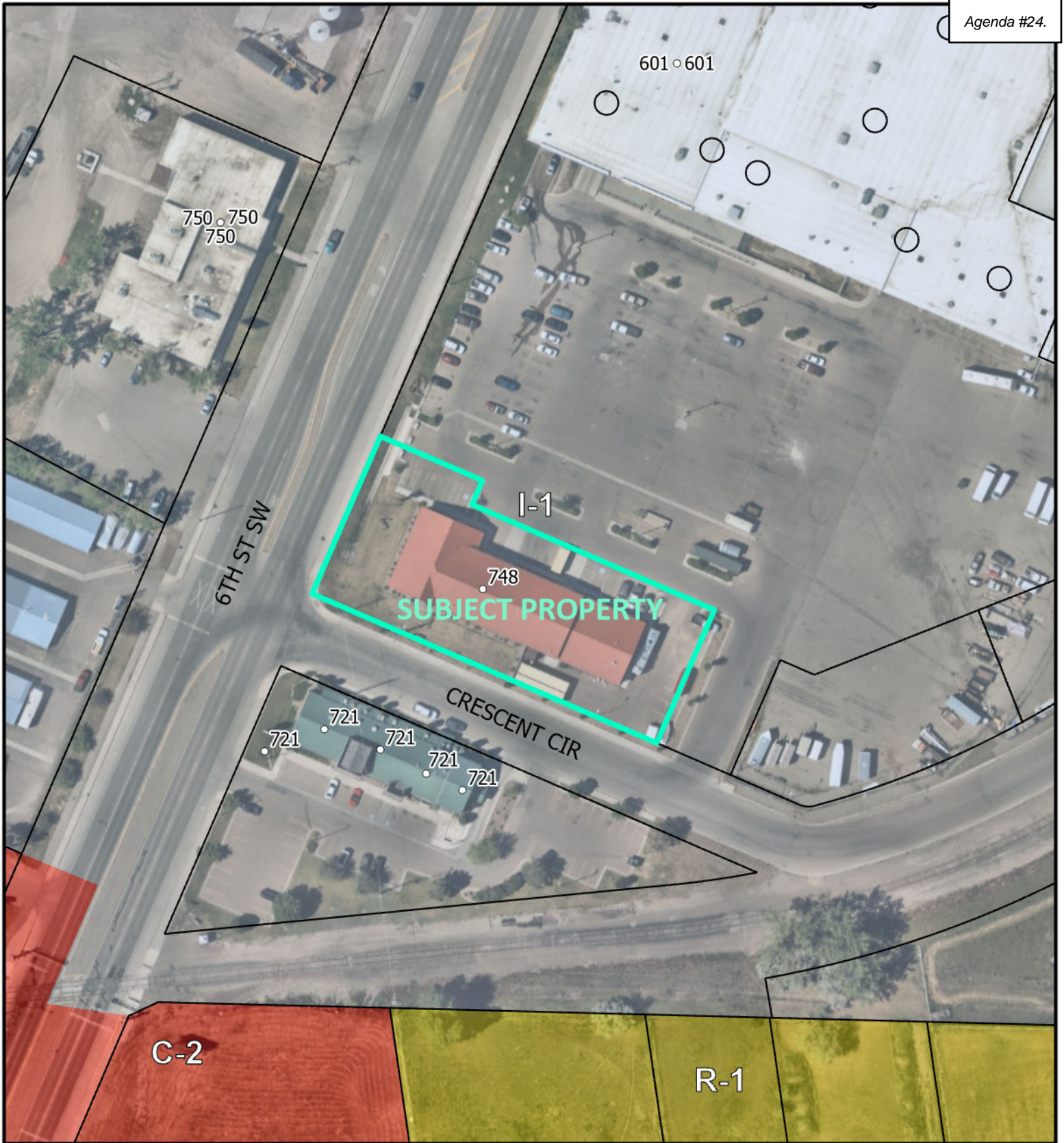
Utilities, access roads, drainage, and other necessary facilities currently exist around and serve the subject property. The proposed project will continue to use these existing facilities, including existing roads and utility connections.

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

The project does not propose to modify any existing ingress or egress. The applicant states that traffic will be limited to staff, deliveries, lab testing visits, and equipment testing. Staff finds that the existing street network can accommodate the proposed use. As a result, there is no concern of additional traffic congestion in the public streets resulting from the approval of the CUP.

7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.

The proposed CUP will conform to all applicable regulations of the *Title 17 - Land Development Code*, including the dimensional standards of the I-1 zoning district. Any proposed redevelopment of the property or building would require a building permit and would be required to comply with all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.



Location and Zoning Map



748 Crescent Circle

Lot 2A, Block 2,
BN Car Shop Addition

Parcels



0 50 100 2 291

Cover Letter – CUP Application

Robert “Bobby” Long
Founder & CEO, Flower
748 Crescent Circle
Great Falls, MT 59404
(406)207-1898
Bobby@flowermontana.com

City of Great Falls
Planning & Community Development Department
P.O. Box 5021
Great Falls, MT 59403

RE: Conditional Use Permit Application – 748 Crescent Circle

To Whom It May Concern,

Please accept this letter as a formal submission of my Conditional Use Permit (CUP) application for 748 Crescent Circle. The property is zoned I-1 Light Industrial, and I am requesting approval to operate a secure, licensed cannabis cultivation facility in the building with my retail dispensary.

This project represents a long-term investment in the Great Falls community. I am proud to be the first applicant of this kind in the city and have personally purchased this property with no guarantees—because I believe in the potential of Great Falls as a professional base of operations. This facility will not only serve as the future hub for my company, Flower, but will also set a new standard for how cannabis businesses can operate—quietly, respectfully, and with full regulatory compliance.

I have included a comprehensive proposal outlining operational details, zoning justification, community considerations, and the broader vision for how this project aligns with Great Falls’ long-term goals.

Thank you for your time and consideration. I welcome any follow-up and am available to answer questions or provide further documentation at your request.

Sincerely,
Robert “Bobby” Long
Founder & CEO, Flower

Public Hearing Statement – CUP Application

Robert “Bobby” Long | Founder and CEO, Flower

Chair, members of the board, and members of the public,

My name is Bobby Long, and I’m the founder and sole owner of Flower, a Montana-based cannabis company committed to professionalism, safety, and long-term community partnership.

I’m here today as the first person to apply for a Conditional Use Permit of this kind in Great Falls. I’ve personally invested in commercial property at 748 Crescent Circle, with no guarantees of approval, because I believe this is the right time—and the right city—for Flower’s future.

This is not a high-volume retail storefront or speculative project. This is a secure, enclosed, compliance-driven facility that fits the character and zoning of the Crescent Circle industrial corridor. The business model emphasizes quality over quantity, career-track jobs for local workers, and transparency in every aspect of our operation.

I recognize that the cannabis industry has raised concerns in some communities, and not without reason. But I also believe that Flower offers something different: a gold-standard operation that will strengthen the industry by raising expectations and demonstrating how this business can be done right.

Great Falls has a chance to set a clear tone: that if you want to operate here, you do so with professionalism, safety, and respect. Flower is ready to meet that standard—and help set it.

Thank you for your time, and I welcome your questions.

Conditional Use Permit Proposal

748 Crescent Circle, Great Falls, MT 59404

Applicant: Robert “Bobby” Long | Founder and CEO, Flower

Executive Summary

This proposal requests a Conditional Use Permit (CUP) for a cannabis cultivation and adult-use retail facility at 748 Crescent Circle in Great Falls, Montana. The location is zoned I-1 Light Industrial and is ideally suited to this type of secure, low-visibility, compliance-driven use.

The applicant, Robert “Bobby” Long, and his wife Kate Long are the sole owners of Flower, a Montana-based cannabis company founded on regulatory integrity, operational excellence, and long-term community investment. This project represents more than a business expansion — it marks a strategic shift of operations and a foundational investment in the Great Falls community.

About the Applicant: Background, Vision & Values

Robert “Bobby” Long is the founder and sole owner of Flower, a vertically integrated cannabis business built entirely under Montana’s regulatory framework. What began as a local operation has matured into a proven, profitable model based on thoughtful growth, strict compliance, and quality-first production.

Flower is not a speculative venture or a vehicle for rapid expansion. It is a carefully built, personally guided company that treats cannabis as a long-term industry requiring structure, respect, and standards.

The Great Falls project is not a test market or short-term location — it is the new base of operations for Flower’s future. Bobby Long made the first-ever CUP application of its kind in Great Falls, and purchased commercial property outright with zero guarantees. This was not a gamble; it was a commitment.

His long-term vision is to:

- Transition Flower’s manufacturing and cultivation base to Great Falls
- Create a professional retail experience rooted in community respect
- Demonstrate a branded, quality-driven cannabis model that stands in contrast to the industry’s common quantity-over-quality approach
- Use Flower as a proof of concept for how this industry can — and should — be done in Montana

Project Description & Facility Use

The proposed facility will occupy 748 Crescent Circle and include:

- Secure Indoor Cultivation
- Limited, State-Licensed Retail Sales
- Back-end Packaging & Administrative Functions

Key Attributes:

- Fully enclosed operations; no product or process is visible from outside
- Designed to operate professionally and quietly, consistent with surrounding industrial activity

Daily Workflow & Employee Experience

Operating Hours:

Generally 9:00 AM – 6:00 PM, with cultivation teams staggered for early/late tasks. A cultivation facility must operate 365 days a year, but greatly reduced staffing levels are done on weekends and holidays and there will be no workers on site during quiet times between 9:00pm and 6:00am.

Daily Workflow Includes:

- Harvesting, trimming, and processing of plants
- Scheduled plant care in sealed grow rooms
- Inventory tracking via METRC seed-to-sale system
- Irrigation system maintenance and monitoring
- Internal deliveries managed discreetly and during off-peak hours
- Cleaning, audits, and compliance tasks performed daily

Staffing Model:

- Small, skilled team (10-15 people total on-site during business hours)
- Roles include cultivation techs, harvest techs, packaging staff and managers
- Employees are professionally trained, background-checked, and fully briefed on SOPs
- The work environment is secure, regulated, and structured — not chaotic or open-ended

Security, Compliance & Safety

The facility will be secured in accordance with — and often exceeding — Montana Department of Revenue regulations:

- 24/7 monitored surveillance (interior and exterior)
- Controlled-access doors with department specific key systems
- Alarm systems and manual shut offs for CO2 and water systems
- Multiple secure areas for product storage at various stages of processing
- Real-time tracking of inventory and disposal

The site's physical footprint is modest. Traffic is minimal. No loitering, no congregation, no external lights, noise, or smell will impact surrounding properties.

Zoning Justification: I-1 Light Industrial Compatibility

The project fits fully within the intent and design of I-1 zoning. Cannabis cultivation and retail — when conducted at this level of professionalism — are appropriate for industrial corridors like Crescent Circle.

Why this project fits I-1:

- Activities are entirely enclosed and internal
- There are no residential neighbors or sensitive uses nearby
- The business generates limited traffic, zero emissions, and no external noise
- The site remains visually and operationally consistent with other light industrial tenants

This is not a retail-first dispensary located near residential zones. It is a secured industrial facility with ancillary retail functions — a critical distinction when reviewing CUP compatibility.

Responding to City & Community Concerns

Common Concerns:

- Odor: Odor control is managed via sophisticated sealed HVAC and grow area CO2 enrichment. Odor will not be detectable beyond the facility perimeter under normal operating conditions
- Traffic: Limited to staff, deliveries, weekly testing lab visits, and equipment maintenance technicians.

- Visibility: No external venting, large industrial fans, or visible garbage or discarded equipment will be visible to the public. All operations are sealed and enclosed within the building.
- Security: Professional, camera-monitored, alarm-connected, and access-controlled. Flower exceeds state standards.
- Professionalism: Flower is operator-owned, not absentee-owned. Managers will always be present and the owner will make regular visits and monitor all departments remotely.

Acknowledging Industry Realities:

Yes — there are facilities in this industry that do cause concern. Some prioritize scale over safety, and speed over strategy. Flower is the counterpoint. It's built not only to comply, but to set a new bar. By approving this CUP, Great Falls helps elevate the entire industry. Operators who cannot or will not meet this standard will be pressured — by market forces and public expectation — to improve or exit.

Long-Term Investment in Great Falls

This proposal is not speculative. It is the foundation of a strategic, long-term move to Great Falls that includes:

- Permanent commercial property ownership
- Facility renovations and operational infrastructure investment
- Local hiring and supply chain engagement
- Expansion of Flower's core operations into a new region
- Transition of cultivation and manufacturing to Great Falls
- Development of a branded retail experience guided by local values

The city is not being asked to approve a new business. It is being invited to welcome an established, tested, and proven one — now choosing Great Falls as its home.

Closing Statement

Flower represents what this industry can be: professional, secure, compliant, and committed. This proposal is about more than business. It's about doing things the right way, in the right place, for the right reasons.

Great Falls has the opportunity to lead by setting a clear standard — one that rewards responsibility, not recklessness.

Flower is ready to raise that standard. I'm ready to stand behind it.

— Robert "Bobby" Long
Founder & Owner, Flower

Robert “Bobby” Long – Founder & CEO, Flower

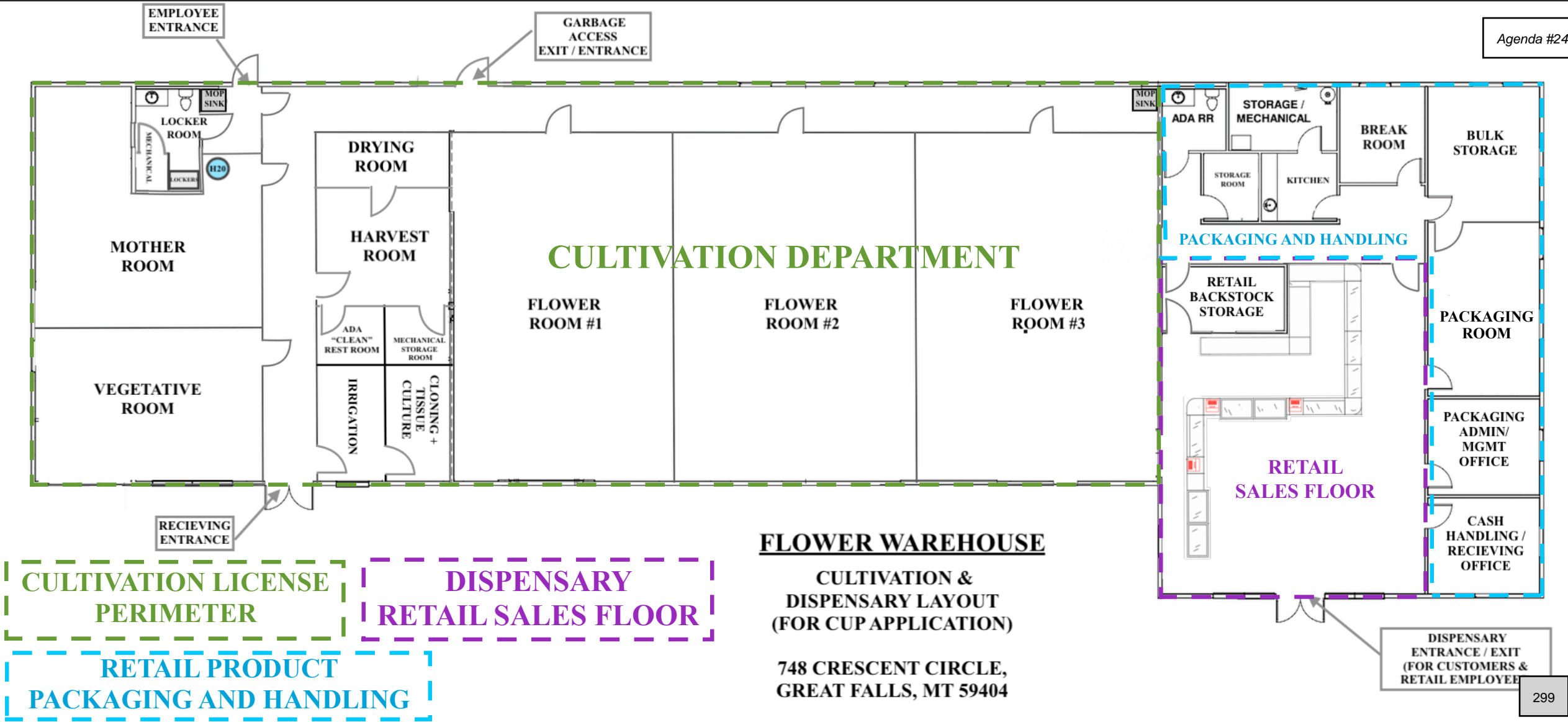
Robert “Bobby” Long is the founder and sole owner of Flower, a Missoula-based cannabis company known for setting the standard in Montana’s regulated market. A resident of the state since 2003, Bobby has been at the forefront of the industry since 2014, when he opened the first street-level dispensary in downtown Missoula with a clear mission: to build a business that reflects professionalism, integrity, and respect for the community it serves.

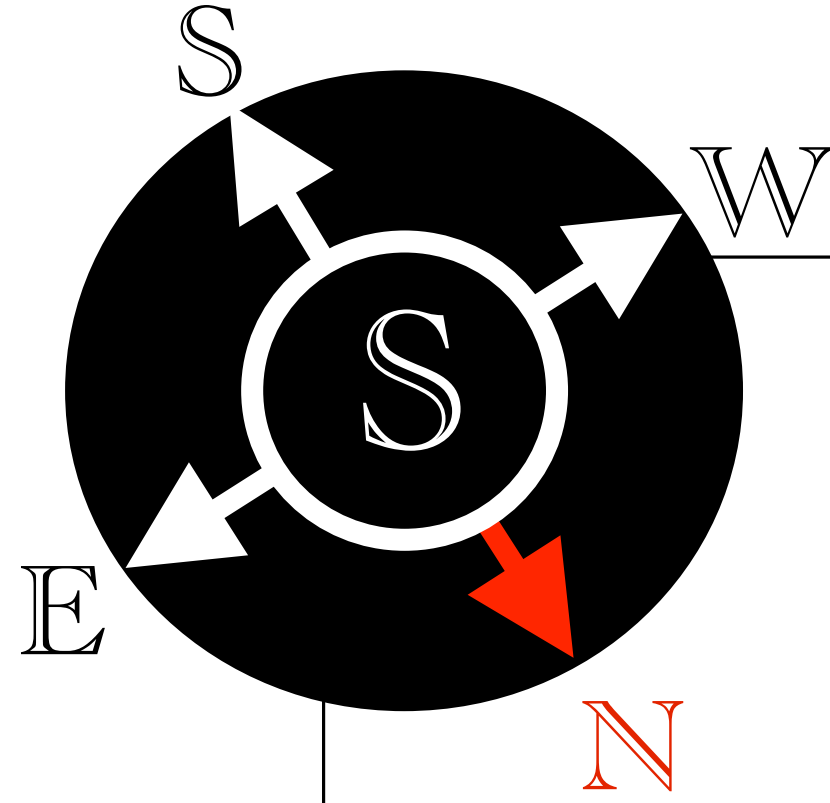
Bobby’s approach has always blended business discipline with advocacy. He was an early and consistent supporter of medical access in Montana, while also calling for strong regulation and thoughtful integration of cannabis into public life. Through his photography series Expressions, he documented the experiences of patients and providers during a pivotal time in the state’s cannabis history—using art to humanize an industry often misunderstood. He also served as the official photographer for the Initiative 182 campaign and has long been an active member of the Montana Cannabis Industry Association (MTCIA).

Under Bobby’s leadership, Flower has become Missoula’s most recognized and respected dispensary. It has won “Best of Missoula” honors year after year—not through hype or trend-following, but by consistently delivering high-end products in a professional, accessible setting. Flower’s identity is rooted in quality and quiet credibility. The business is not political, not pretentious, and never overpriced. It is an extension of Bobby’s personal philosophy: handshake-first, honesty always, and no shortcuts.

As one of the most visible and well-known operators in Missoula, Bobby continues to serve as a steady ambassador for what the cannabis industry can—and should—be: accountable, respectful, and here for the long haul.

Behind the scenes, Flower has always been a family effort. Bobby’s wife and partner has worked alongside him for the past 16 years, helping build the company from the ground up with equal parts grit and grace. Together, they are raising two young daughters—Carmen (5) and London (3)—with the same values that guide the business: hard work, humility, and a commitment to doing things the right way.

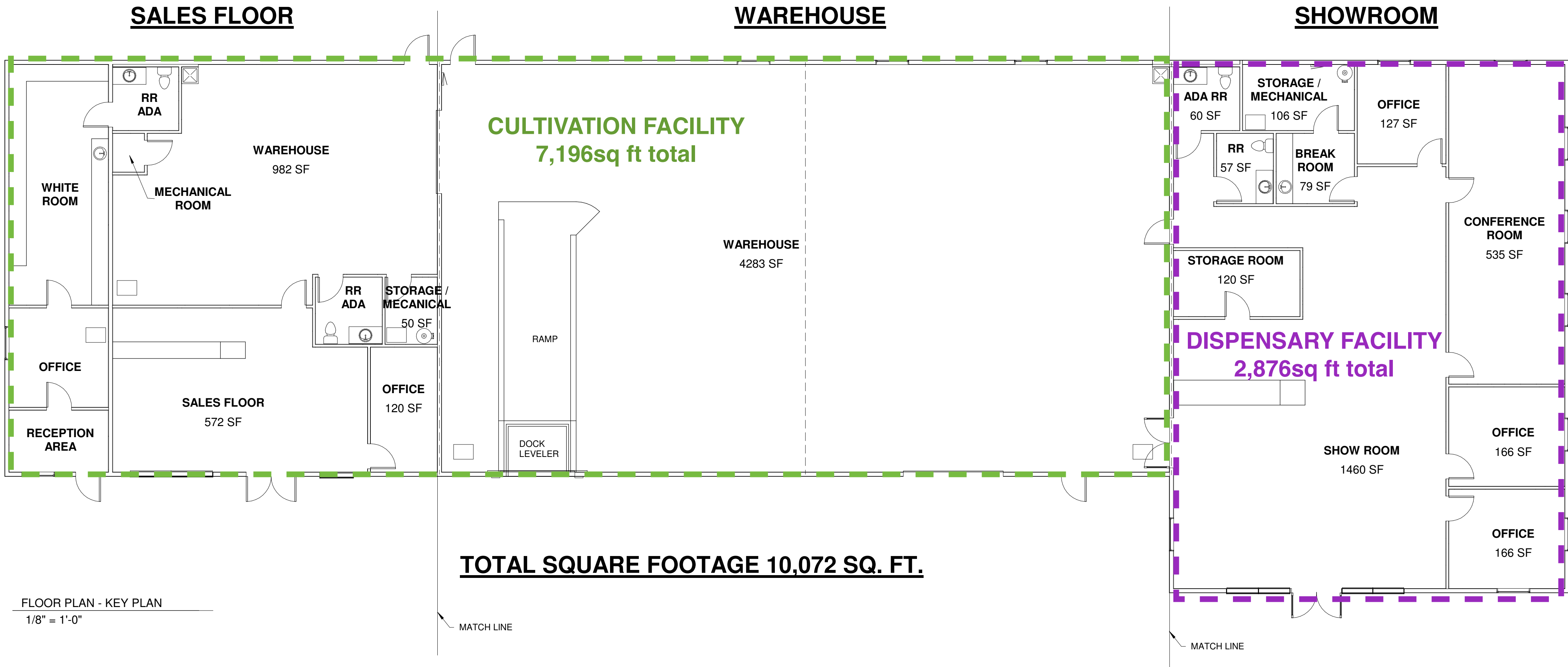




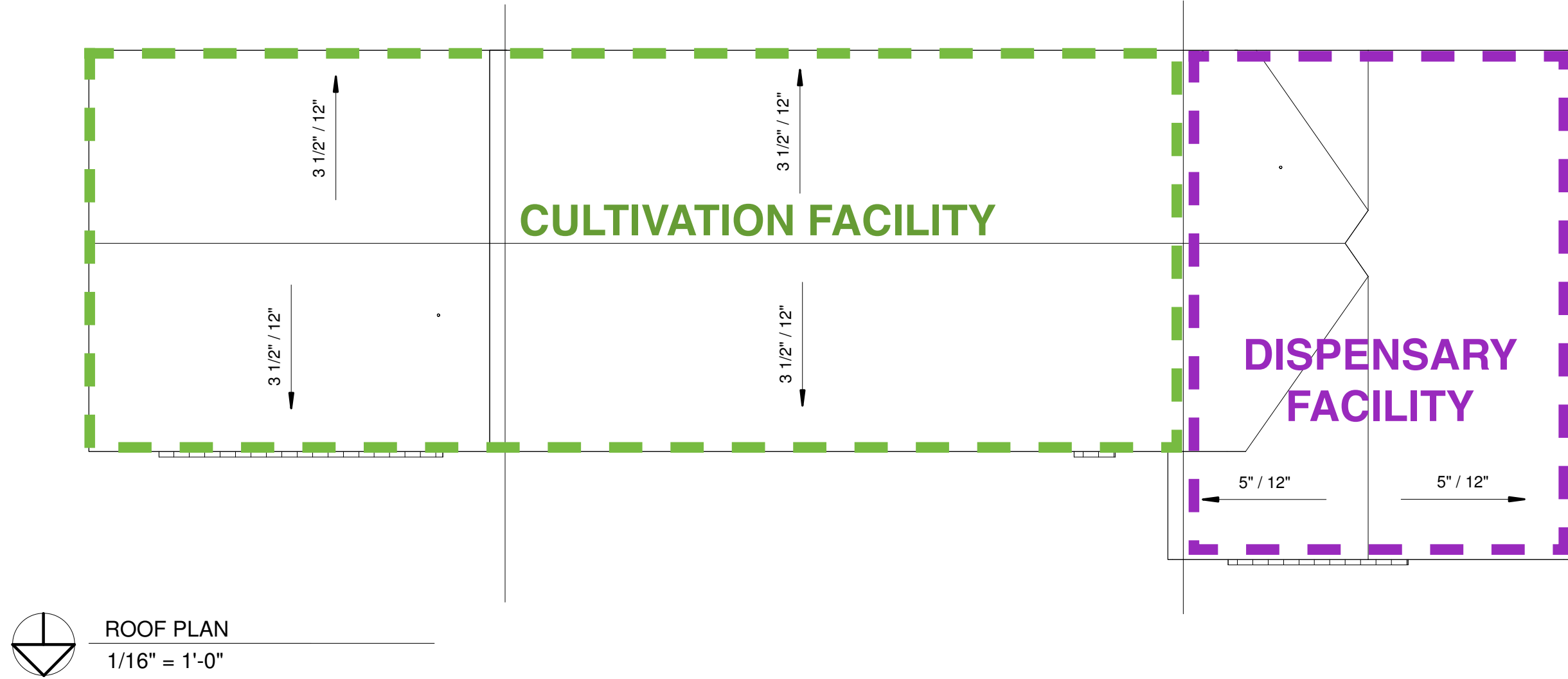
KEY

Indicates Cultivation Location

Indicates Dispensary Location



FLOOR PLAN - KEY PLAN
1/8" = 1'-0"



FINISH SCHEDULE				
ROOM	FLOOR	WALL	CEILING	
NAME	MATERIAL	MATERIAL	MATERIAL	HEIGHT
RECEPTION AREA	OWNER OPTION CONCRETE OR VCT	5/8" GWB TEXTURED PRIMED AND PAINTED	ACOUSTICAL TILE DROP CEILING	9' - 0"
OFFICE	OWNER OPTION CONCRETE OR VCT	5/8" GWB TEXTURED PRIMED AND PAINTED	ACOUSTICAL TILE DROP CEILING	9' - 0"
WHITE ROOM	OWNER OPTION CONCRETE OR VCT	FRP OVER 5/8" GWB PRIMED AND PAINTED	ACOUSTICAL TILE DROP CEILING	9' - 0"
ADA RESTROOM @ RESTROOM	OWNER OPTION CONCRETE OR VCT	5/8" GWB TEXTURED PRIMED AND PAINTED FRP ON BOTTOM 4'-0" OF WALL	5/8" TEXTURED PRIMED AND PAINTED ON CEILING JOISTS	9' - 0"
SALES FLOOR	OWNER OPTION CONCRETE OR VCT	5/8" GWB TEXTURED PRIMED AND PAINTED	5/8" GWB TEXTURED PRIMED AND PAINTED	UNDERSIDE STRUCTURE
RECEPTION AREA	OWNER OPTION CONCRETE OR VCT	5/8" GWB TEXTURED PRIMED AND PAINTED	5/8" TEXTURED PRIMED AND PAINTED ON CEILING JOISTS	9' - 0"
WAREHOUSE	SEALED CONCRETE	5/8" GWB TEXTURED PRIMED AND PAINTED	5/8" GWB TEXTURED PRIMED AND PAINTED	UNDERSIDE STRUCTURE
STORAGE/MECHANICAL & MECHANICAL	SEALED CONCRETE	5/8" GWB TEXTURED PRIMED AND PAINTED	5/8" GWB TEXTURED PRIMED AND PAINTED	UNDERSIDE STRUCTURE
BREAK ROOM	OWNER OPTION CONCRETE OR VCT	5/8" GWB TEXTURED PRIMED AND PAINTED	ACOUSTICAL TILE DROP CEILING	9' - 0"
CONFERENCE ROOM	OWNER OPTION CONCRETE OR VCT	5/8" GWB TEXTURED PRIMED AND PAINTED	ACOUSTICAL TILE DROP CEILING	9' - 0"
STORAGE ROOM	OWNER OPTION CONCRETE OR VCT	5/8" GWB TEXTURED PRIMED AND PAINTED	5/8" GWB TEXTURED PRIMED AND PAINTED	UNDERSIDE STRUCTURE
SHOWROOM	OWNER OPTION CONCRETE OR VCT	5/8" GWB TEXTURED PRIMED AND PAINTED	5/8" GWB TEXTURED PRIMED AND PAINTED	UNDERSIDE STRUCTURE

NOTES:
1) ACOUSTICAL TILE CEILING AND SUSPENDED LIGHTING FIXTURES SHALL BE INSTALLED PER MANUFACTURER STANDARD DETAILS FOR SEISMIC DESIGN CATEGORY C.

TETON

DRAFTING SERVICES

136 SOUTH STATE STREET SHELLEY, IDAHO 83274
PHONE (208) 357-2420 FAX (208) 357-2419

PROJECT NO.
216059

SHEET NO.
A1.0

OF SIXTEEN

FRIESEN NUTRITION NEW BUILDING
FRIESEN NUTRITION
GREATFALLS, MONTANA

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CHECKED BY:MDG	DATE:	REVISIONS	BY
DRAWN BY:EVb	10/19/16	DATE	EVb
		ISSUED FOR REV	

ORDINANCE 3249

AN ORDINANCE AMENDING TITLE 17, CHAPTER 4, CHAPTER 8, AND CHAPTER 20, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO USE OF LAND WITHIN THE CITY OF GREAT FALLS FOR COMMERCIAL MARIJUANA BUSINESS ACTIVITIES

* * * * *

WHEREAS, the City of Great Falls is authorized by its Charter and Montana law to establish laws to protect the health, safety and welfare of the citizens of Great Falls; and

WHEREAS, the City Commission has, in the exercise of those powers, previously established Title 17 of the Official Code of the City of Great Falls (OCCGF), which establishes a comprehensive structure for development and land use within the City of Great Falls; and

WHEREAS, the City Commission took action in June of 2010 to adopt Ordinance 3054, as a component of the Title 17, Chapter 4 and Chapter 20, provisions regarding land use, to prohibit any medical marijuana activities in the City of Great Falls;

WHEREAS, in November of 2020, a majority of the voters of the State of Montana, including a majority of the voters of Cascade County and the City of Great Falls, voted to approve Initiative Measure 190 ("I-190"), which legalized both the adult use of marijuana under certain limitations and various categories of commercial marijuana business activities; and

WHEREAS, I-190, as passed by the voters, contained express limitations on the ability of a charter municipality like the City of Great Falls to completely prohibit certain adult-use marijuana providers and dispensaries from being located in the City; and

WHEREAS, the 2021 Montana Legislature took action to enact House Bill 701, which amended I-190 and created a different comprehensive structure to allow for and regulate commercial marijuana business activities in Montana; and

WHEREAS, one of the specific changes the Montana Legislature made to I-190 through HB 701 was to remove I-190's express limitation on the ability of a charter municipality like the City of Great Falls to completely prohibit certain commercial marijuana business activities; and

WHEREAS, the City Commission has taken action to refer a proposed ordinance specifically prohibiting all types of commercial marijuana business activities from operating within the City of Great Falls to a vote of the electors of the City to be conducted on November 8, 2022; and

WHEREAS, a lawsuit has now been filed against the City of Great Falls challenging its authority to prohibit commercial marijuana business activities and seeking an order from the District Court requiring the City to allow for such activities within its boundaries; and

WHEREAS, the City Commission now wishes to enact an alternative regulatory framework in its Land Development Code that will allow for commercial marijuana business activities within the City of Great Falls, with such framework to become effective and operative only in the event of either (1) a vote of the electors of the City in November of 2022 to not specifically prohibit such activities or (2) the issuance of a Court order directing that the City allow such activities to be conducted within its boundaries.

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

Section 1. The provisions of OCCGF Title 17, Chapter 4, Chapter 8, and Chapter 20, are hereby amended as depicted by Exhibit "A" attached hereto and by reference incorporated herein with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. CONTINGENT EFFECTIVE DATE: This ordinance shall in no event be effective any sooner than thirty (30) days after second reading and final adoption as provided by law, but it shall not become effective **except** upon (A) certification by the Cascade County Election Administrator of an election result showing that a majority of the electors of the City of Great Falls voting in the election to be conducted on November 8, 2022 have voted against the enactment of Ordinance 3246 as presented to them via Resolution 10471 OR (B) the issuance of a Court order directing that the City of Great Falls allow commercial marijuana business activities within its boundaries. In the event that neither such contingency ever occurs, this ordinance shall be null, void and of no legal force or effect.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 16, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing on September 6, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Jeff Hindoien, City Attorney

17.4.070 Relationship of this Title to other regulations.

In addition to meeting the regulations contained in this Title, development shall comply with all applicable regulations of Federal and State agencies. In all cases, the strictest of the applicable provisions shall apply. No use of land shall be permitted by right or conditionally permitted within the incorporated City limits that is in violation of Federal, State, or local law, **except for land uses relating to activities licensed by the Montana Department of Revenue under the Montana Marijuana Regulation and Taxation Act and identified as allowed in 17.20.3.010 and its accompanying exhibits.**

(Ord. 3249, 2022; Ord. 3194, 2019)

17.8.120 General definitions.

- A. **Words and terms not defined.** Unless specifically defined in this section, words or phrases used in this Title shall be interpreted so as to give them the meaning they have in common usage and to give this Title its most reasonable application.
- B. **Words and terms defined.** For the purpose of this Title, certain terms and phrases are defined below and shall have the meaning ascribed to them, except where the context clearly indicates a different meaning.

A

"A-type sign" See: sandwich board sign.

"Abandoned sign" a sign that has not advertised a bona fide business, product or service for a period of one hundred eighty (180) consecutive days; a sign that is damaged, in disrepair, or vandalized and not repaired within thirty (30) days from the onset of damages.

"Accessible entrance" means an entrance to a facility meeting the minimum accessibility requirements of the Americans with Disabilities Act.

"Accessible route" means a continuous unobstructed path connecting all accessible elements and spaces of a building or facility. Interior accessible routes may include corridors, floors, ramps, elevators, lifts, and clear floor space at fixtures. Exterior accessible routes may include parking access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps, and lifts. (Source: "ADA Standards for Accessible Design" 28 CFR Part 36, revised as of July 1, 1994)

"Accessory building/structure" means any building or structure that is clearly incidental and subordinate to and customarily found with a principal use.

"Accessory land use" See: land use, accessory.

"Accessory living space" means an interior space included as an integral part of a detached garage or other permitted accessory structure that is clearly subordinate to and upon the same lot as a single-family residential home. Similar terms include bonus rooms, craft or hobby rooms, home shops, granny flats, mother-in-law suites, guest houses or bedrooms, carriage houses and the like.

"Accessory use" means a use that is incidental and subordinate to the main use of a property and is located on the same lot as the main use.

"Adjudicative decision" means a decision that is discretionary in nature and that is made by elected or appointed governmental officials in the context of existing standards, requirements, and procedures and that applies to a specific instance. Examples include annexation requests and subdivision proposals.

"Administrative decision" means a decision that is made by a governmental employee in the context of existing standards, requirements, and procedures and that applies to a general or specific instance. For example issuance of a building permit is an administrative decision.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Administrative government center" means a place and/or building, or portion thereof, that is used or is intended as a governmental office or administrative facility. The term includes post offices, courthouses, correctional and related transitional facilities, and the like.

"Administrative services" means a place and/or building, or portion thereof, that is used or is intended for providing administrative functions where customers are infrequent. The term includes data processing centers, customer service centers via telecommunications, architectural firms, engineering firms, and the like.

"Adult arcade" means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five (5) or fewer individuals per machine at any one (1) time, and where the images so displayed are distinguished or characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas.

"Adult book store/adult video store" means a commercial establishment which, as one (1) of its principal business purposes, offers for sale or rental for any form of consideration any one (1) or more of the following:

1. Books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions which are characterized by an emphasis on the depiction or descriptions of specified sexual activities or specified anatomical areas;
2. Instruments, devices, or paraphernalia which are designed for use in connection with specified sexual activities.

"Adult cabaret" means a nightclub, bar, restaurant, or similar commercial establishment which regularly features:

1. Persons who appear semi-nude; or
2. Live performances which are characterized by the exposure of specified anatomical areas or by specified sexual activities; or
3. Film, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the exhibition or display of specified sexual activities or specified anatomical areas.

"Adult motel" means a hotel, motel, or similar commercial establishment which:

1. offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slide, or other photographic reproductions which are characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas; and has a sign advertising availability of this type of photographs reproduction; or
2. offers a sleeping room for rent for a period of time that is less than ten (10) hours; or
3. allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten (10) hours.

"Adult motion picture theater" means a commercial establishment which, for any form of consideration, regularly shows films, motion pictures, video cassettes, slides or similar photographic reproductions that are distinguished or characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas.

"Affordable housing" means a dwelling unit that may be purchased or rented by a household earning no more than one hundred twenty (120) percent of the median annual income in the specified area and where the monthly housing costs do not exceed thirty (30) percent of the family's total monthly income. For example, in an area with a median income of fifteen thousand dollars (\$15,000.00), the term "affordable housing" would only be applied to those households earning less than eighteen thousand dollars (\$18,000.00) ($\$15,000.00 \times 1.2 = \$18,000.00$). For a household with an annual income of fifteen thousand dollars (\$15,000.00), their total housing costs should not exceed three hundred seventy-five dollars (\$375.00) per month ($(\$15,000.00 \times 0.3) / 12 \text{ months} = \375.00).

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Aggrieved person" means a person that has or likely will suffer an adverse effect resulting from a decision made pursuant to this Title.

"Agricultural commodity storage facility" means a place and/or building, or portion thereof, that is used or is intended to store bulk food stuffs prior to shipment and/or processing. The term includes grain elevators and such facilities.

"Agricultural water user facility" means those facilities which provide water for agricultural land as defined in 15-7-202, MCA, or which provide water for the production of agricultural products as defined in 15-1-101, MCA, including ditches, pipes, and head gates.

"Agriculture, horticulture, nursery" means a place and/or building, or portion thereof, that is used or is intended for growing fruit, vegetables, flowers, and other plants typically grown on farming operations in the region.

(Ord. 2950, 2007)

"Agriculture, livestock" means a place and/or building, or portion thereof, that is used or is intended for raising horses and/or cattle, exclusively.

"Agriculture sales" means a place and/or building, or portion thereof, that is used or is intended to be used for retail sale of a product(s) unique to and directly related to farm and ranch operations. The term includes feed/seed sales, irrigation equipment sales, farm machinery sales and repair, and the like. The term does not include wholesale sales.

"Air contaminant" means any fume, smoke, particulate matter, vapor, gas, or any combination. The term does not include water vapor or steam condensation.

"Airport" means a place and/or building, or portion thereof, that is used or is intended for the landing and takeoff of airplanes, helicopters, similar craft, including all necessary facilities for the housing and maintenance of the same.

"Airport, private" means an airport that is used by the owner and other persons authorized by the owner and not open for general public use.

"Airport, public" means an airport that is open for general public use.

"Airport elevation" means the highest point of an airport's usable landing area measured in feet from sea level.

"Airport influence area" means all land in the proximity of an airport within a defined boundary, the use of which may be affected by the airport's existence.

"Alley" means a vehicular accessway providing secondary access to the back of lots that front on a street.

"Alteration" See: structural alteration.

"Amateur radio station" means a radio station operated by a federally licensed amateur radio operator as part of the Amateur Radio Service.

"Animal shelter" means a place and/or building, or portion thereof, that is used or is intended to temporarily house stray pets.

"Annexation" means the process of adding land to the jurisdictional area of a city or town.

"Antenna" means a device that can be used to receive and transmit electromagnetic waves. The term includes directional antennas and omni-directional antennas. The term does not include (1) mobile services providing public information coverage of news events of a temporary nature or (2) hand held devices such as cell phones, business-band mobile radios, walkie-talkies, cordless telephones, garage door openers, and similar devices.

"Antenna, building-mounted" means any antenna, other than an antenna with its supports resting on the ground, directly attached or affixed to a building, tank, tower, building-mounted mast less than ten (10) feet tall and six (6) inches in diameter, or structure other than a telecommunication tower.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Antenna, directional (also known as a panel antenna)" means an antenna that transmits and/or receives radio frequency signals in a directional pattern of less than three hundred sixty (360) degrees.

"Antenna, ground-mounted" means any antenna with its base, single or multiple posts, placed directly on the ground.

"Antenna, omni-directional" means an antenna that transmits and/or receives radio frequency signals in a three hundred sixty-degree radial pattern. For the purpose of this Title, an omni-directional antenna is up to fifteen (15) feet in height and up to four (4) inches in diameter.

"Antenna, parabolic (also known as satellite dish antenna)" means any device incorporating a reflective surface that is solid, open mesh, or bar configured that is shallow dish, cone, horn, bowl or cornucopia-shaped and is used to transmit and/or receive electromagnetic or radio frequency communication/signals in a specific directional pattern. This definition is meant to include, but is not limited to, what are commonly referred to as satellite earth stations and satellite microwave antennas.

"Antenna, portable" means any device used to transmit and/or receive electromagnetic or radio frequency communication/signals in a specific directional pattern, located on a portable or moveable base designed to be placed either for temporary or long-term use at a given site.

"Antenna, vertical" means a vertical type antenna with no horizontal cross-section greater than one-half (½) inch in diameter.

"Appeal" means a process initiated by an aggrieved party to review: (1) a decision made pursuant to this Title; or (2) an alleged failure to act as required by this Title.

"Appellant" means a person who has filed an appeal pursuant to this Title.

"Applicant" means a person who submits an application as required by this Title.

"Approach surface" means a surface longitudinally centered on the extended airport runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope. In plan view, the perimeter of the approach surface coincides with the perimeter of the approach zone.

"Approved plastic" means slow-burning plastic of no greater combustibility than that approved for sign use by Underwriter Laboratories, Inc.

"Aquifer" means a water-bearing, subsurface formation capable of yielding sufficient quantities of water to a water well for a beneficial use.

"Arboricultural standards and specifications" means the standards for the planting, care, and maintenance of trees, shrubs, and landscaping on file with the City Forester.

"Arcade" means a covered walkway often with shops on one (1) side or both.

"Architect" See: registered architect.

"Area of special flood hazard" See: one hundred-year floodplain.

"Artificial obstruction or development" means any obstruction which is not natural and includes any dam, diversion, wall, riprap, embankment, levee, dike, pile, abutment, projection, revetment, excavation, channel rectification, bridge, conduit, culvert, building, refuse, automobile body, fill or other analogous structure or matter in, along, across, or projecting into any one hundred-year floodplain which may impede, retard or alter the pattern of flow of water, either in itself or by catching or collecting debris carried by the water, or that is placed where the natural flow of water would carry the same downstream to the damage or detriment of either life or property.

"Artisan shop" means a place and/or building, or portion thereof, that is used or is intended for creating works of art and/or production of handmade craft items on a small-scale. Examples of such items include paintings, sculptures, pottery, jewelry, hand blown glass, small wooden items, candles, soaps, and lotions.

"Assessed value" means that value established by the State of Montana for taxing purposes.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Auction sales" means a place and/or building, or portion thereof, that is used or is intended to be used for auctioning goods to the general public. The term does not include estate sales and the like. Vehicle auctions are considered as vehicle sales and rentals.

"Automated teller machine (ATM)" means an automated device for conducting financial transactions.

"Automated teller machine (ATM), exterior" means an automated teller machine that is accessed from outside of an enclosed building.

(Ord. 2950, 2007)

"Average daily traffic (ADT)" means the average number of vehicles passing a specific point on a roadway during a single twenty-four-hour period.

"Average trip generation rate" means the average number of vehicles entering and exiting a site during a twenty-four-hour period.

"Avoid" means to take an action so that a negative impact does not occur.

"Awning or canopy" means a material or structure intended to provide protection from the weather that is mounted on the exterior of a building. Signage placed on an awning or a canopy is calculated as wall signage.

B

"Bank stabilization" means any effort to harden the bank of a stream to prevent lateral movement. Such measures include: bio-engineering, native material revetment, rip-rap, bin-walls, barbs, vanes, and other such techniques.

"Banner" means fabric, plastic, paper, or other light, pliable material not enclosed in a rigid frame that is suspended, mounted or attached to buildings or poles at two (2) ends or continuously across its longest side.

"Bed and breakfast" means a single family residence that offers overnight accommodations and a meal for a daily charge and which also serves as a primary residence of the operator or owner. (Refer to: 50-51-102, MCA)

"Bench/transit shelter sign" means an off-premise sign attached to a bench or transit shelter.

"Berm" means a mound or embankment of earth, generally man-made.

"Best management practice (BMP)" means, in relation to erosion control, a practice, technique, or measure that is an effective, practical means of preventing and reducing soil erosion and/or water pollution during land development activities. BMPs can be structural, vegetative, or operational practices.

"Bike lane" means a portion of a roadway which has been designated by striping, signing, and pavement markings for the preferential or exclusive use of bicyclists.

"Bike path" means a bikeway physically separated from motorized vehicular traffic by an open space or barrier and either within the roadway right-of-way or within an independent right-of-way.

"Bike route" means a segment of a system of bikeways designated by the jurisdiction having authority with appropriate directional and informational markers, with or without a specific bicycle route number.

"Bikeway" means any road, path, or way which in some manner is specifically designated as being open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.

"Billboard" means a sign larger than two hundred (200) square feet in area, mounted on a permanent structure, designed to advertise products, services, or businesses not available on the premise upon which the sign is located.

"Block" means a group of lots, tracts, or parcels within well-defined and fixed boundaries (e.g., streets and public parks, cemeteries, railroad rights-of-way, shorelines of waterways, municipal boundary lines or subdivision boundary lines).

"Block face" means all of the lots situated on one (1) side of the street.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Board of Adjustment" means the board of adjustment created by the City Commission and more fully described in this Title.

"Board of County Commissioners" means the governing body of Cascade County, Montana.

"Boulevard" means that area within the street right-of-way not occupied by street paving, curb and gutter, and sidewalks.

"Boulevard, inside" means that portion of the boulevard between the sidewalk and the lot.

"Boulevard, outside" means that portion of the boulevard between the sidewalk and the street.

"Boulevard banner" means a decorative sign constructed of cloth, canvas, or vinyl that contains upper and lower pole pockets and is secured by a pole banner bracket system. Boulevard banners are designed as attachments to street light poles or boulevard lamps and advertise special community events.

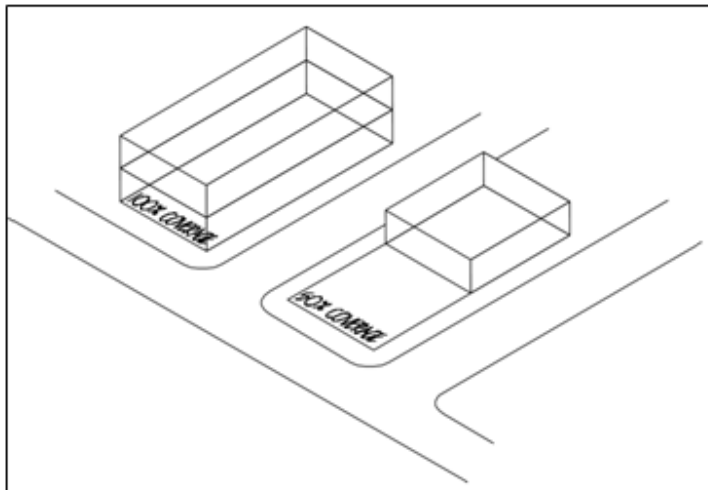
"Buffer area" means a landscaped area intended to separate and partially obstruct the view between uses, serve as an attractive boundary, or both.

"Building" means a structure having a roof supported by walls or columns, or other supports intended for the shelter or enclosure of people, animals, chattels, or property of any kind.

"Building area" means the total horizontal projected area of a building.

"Building coverage" is a measure of land use intensity. It compares the portion of a site that is covered by a building(s) with the overall area of the site. For example, a development consisting of two (2) buildings with a total footprint of 0.6 acres on a 2-acre site has a building coverage of 0.3 or 30 percent ($0.6 / 2 = 0.3$). (Exhibit 8-2)

Exhibit 8-2. Building coverage



"Building mass" means the three-dimensional bulk of a building represented by its height, width, and depth.

"Building permit" means a permit that is issued prior to the construction of or addition to a building or structure or the installation of a mobile home.

"Burden of proof" means the obligation of a party to establish a fact by evidence.

"Bus transit terminal" means a place and/or building, or portion thereof, that is used or is intended for loading and unloading of bus passengers along with facilities for ticket sales and food service areas primarily intended for bus passengers.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

C

"Campground" means a place and/or building, or portion thereof, that is used or is intended for public camping, where people can camp, secure tents or cabins, or park trailers, camping trailers, pickup campers, automobiles, and recreational vehicles for camping and sleeping purposes. The term includes accessory buildings such as a laundromat and retail sales for the convenience of campground guests. (Source: 50-52-101, MCA)

"Cascade County Conservation District" means the governmental subdivision of Montana organized in accordance with Title 76, Chapter 15, Part 2, MCA, that functions in Cascade County to address issues relating to soil and water conservation.

"Casino" means any and all establishments that offer legalized gambling authorized under Title 23, Chapter 5, Part 1, et seq., MCA and where any one (1) of the following characteristics applies:

- a. The establishment is referenced as a "casino" or "gambling establishment", or makes any reference to legalized gambling by signage, advertisement or by name; and/or
- b. Five (5) or more gambling machines are on the premises; and/or
- c. A card table is on the premises.

"Casino, type I" means a casino allowed in certain zoning districts only if specific development and appearance standards are met.

"Casino, type II" means a casino allowed in certain zoning districts without specific development or appearance standards.

"Cemetery" means a place and/or building, or portion thereof, that is used or is intended for burial purposes. Accessory uses include columbariums, crematories, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such area.

"Central Business District" means the C-4 Central Business Core zoning district.

"Certificate of appropriateness" means a permit issued indicating conformance with design guidelines or other similar requirements as contained in this Title.

"Certificate of survey (COS)" means a drawing of a field survey prepared by a registered land surveyor for the purpose of disclosing facts pertaining to boundary locations.

"Changeable copy sign" means a sign whose content is changed by manual, electric, electromechanical or electronic means. Examples include electronic message boards, time and temperature boards or manually changed reader boards.

"Channelization project" means the excavation and/or construction of an artificial channel for the purpose of diverting the entire flow of a stream from its established course.

"City Attorney" means the position of City Attorney for the City of Great Falls.

"City Clerk" means the position of City Clerk for the City of Great Falls.

"City Commission" means the governing body of the City of Great Falls.

"Civic use facility" means a place and/or building, or portion thereof, that is used or is intended for large gatherings of people. The term includes zoos, arenas, stadiums, fairgrounds, and the like.

"Climate controlled indoor storage" means indoor units, accessed from inside a building, for rent or lease and intended for personal storage. Such storage units are heated for a consistent climate. Document storage services are also included in this definition.

"Co-located telecommunication antennae" means an antenna that is mounted on an existing tower.

"Co-location" See: telecommunication facility, co-located.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Collector street" means a roadway that links local access streets to the arterial roadway network (minor and principal arterials). Speeds are generally lower than on arterials and access to adjacent land uses has a high priority. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Color rendering index (CRI)" means a measurement comparing the color of an object under a light source to a reference light source of comparable color temperature. CRI values generally range from 0 to 100. As the CRI approaches 100, the color of the lit object becomes truer or closer to the original color.

"Commercial educational facility" means an educational facility operated by private institutions or individuals that is used or is intended for preparing students for jobs in trades or professions. The term includes music schools, hair styling schools, real estate schools, and the like.

"Commercial kennel" means a place and/or building, or portion thereof, that is used or is intended for housing three (3) or more dogs, cats or other domesticated animals over six (6) months of age or for the purpose of boarding, breeding, training, or sale. The term includes boarding kennels, dog motels, and dog training centers. The term does not include animal hospitals, animal grooming parlors, or pet shops.

"Commercial use" means a use that involves the exchange of cash, goods or services, barter, forgiveness of indebtedness, or any other remuneration in exchange for goods, services, lodging, meals, entertainment in any form or the right to occupy space over any period of time.

"Commercial zoning district" means any zoning district established by this Title that has a "C" followed by a number as its abbreviation (e.g., C-1).

"Community center" means a place and/or building, or portion thereof, that is used or is intended for short-term and intermittent meetings or gatherings of nonresident individuals that are generally open to the public for purposes of recreation, sharing information, entertainment, social service, or similar activities. The term includes fraternal, social, or civic clubs, lodges, union halls, and the like.

"Community cultural facility" means a place and/or building, or portion thereof, that is used or is intended for studying, reading, personal education, or for viewing the visual arts. The term includes libraries, museums, art galleries, observatories, and the like. The term does not include performing arts.

"Community garden" means an outdoor area that is used to grow vegetables, fruits, flowers, and the like by a group of unrelated individuals who primarily use what is grown for their personal use. The community garden can be divided into individual plots of land for the exclusive use of the person assigned each plot, or the entire garden may be a cooperative effort of any number of people, or a combination thereof.

"Community residential facility" means any one (1) of the following as defined:

- a. "Community group home" means a family-oriented residence that is designed to provide residential services for two (2) to eight (8) individuals with severe disabilities and does not provide skilled or intermediate nursing care. The term does not preclude the provision of skilled or intermediate nursing care by third-person providers. (Source: 52-4-202, MCA)
- b. "Youth foster home" means a youth care facility licensed by the State in which one (1) to six (6) children or youth other than the foster parents' own children, stepchildren, or wards are given food shelter, security and safety, guidance, direction, and if necessary, treatment. (Source: 52-2-602, MCA)
- c. "Youth group home" means a youth care facility licensed by the State in which seven (7) to twelve (12) children or youth are given food shelter, security and safety, guidance, direction, and if necessary, treatment. (Source: 52-2-602, MCA)
- d. "Halfway house" means a place and/or building, or portion thereof, that is used or is intended to provide treatment, rehabilitation, and prevention of chemical dependency. (Source: 53-24-103, MCA)
- e. "Adult foster care home" means a private home or other facility that offers only light personal care or custodial care to four (4) or fewer disabled adults or aged persons who are not related to the owner or manager of the home by blood, marriage, or adoption or who are not under the full guardianship of the owner or manager. (Source: 50-5-101, MCA)

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Community residential facility, type I" means a community residential facility with eight (8) or fewer individuals.

"Community residential facility, type II" means a community residential facility with nine (9) or more individuals.

"Composting facility" means a place and/or building, or portion thereof, that is used or is intended for collecting and processing vegetation (but not food wastes) for composting. The term includes the storage and manipulation of materials prior to, during, and following composting.

"Comprehensive sign plan" means a plan submitted for Design Review Board approval in conjunction with a permit application for a building or sign. The plan must show all signage for a planned or existing multi-tenant development.

"Conditional use" See: land use, conditional.

"Conditional use permit" means a permit authorizing establishment of a conditional use consistent with the provisions of this Title.

"Condominium" means a form of ownership with unrestricted right of disposal of one (1) or more units in a multiple unit project with the land and all other parts of the project held in common ownership or use with owners of the other units.

"Conical surface" means a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of four thousand (4,000) feet.

"Conservancy area" means a property or portion of a property designated on a recorded plat, deed, covenant, or other legally binding document to protect the natural features of the area designated.

"Conserve" means to manage and use in a prudent and sustainable manner to provide for future availability.

"Construction materials sales" means a place and/or building, or portion thereof, used or is intended for wholesale or retail sales of bulk construction materials such as roofing, lumber, bricks, component parts (trusses), and the like. The term does not include hardware stores, concrete plants, asphalt mixing plants, or any facility that manufactures building materials and offers them for retail sale on the premises.

"Contractor yard" means a place and/or building, or portion thereof, that is used or is intended to be used by a contractor/builder with one (1) or more of the following: construction material storage, machinery storage or repair, including trucks and heavy equipment, shops, and office space.

"Contractor yard, type I" means a contractor yard that would be compatible in size and scope in a residential setting as defined by performance standards herein described or as may be adopted.

"Contractor yard, type II" means a contractor yard that would be compatible in size and scope with industrial and commercial activities as defined by performance standards herein described or as may be adopted.

"Contributing structure, building or property" means a structure, building or property within a historic district that contributes to the historic integrity of the district.

"Convenience sales" means a place and/or building, or portion thereof, that is used or is intended for personal services or retail sale of a limited product line of frequently needed personal items. The term includes convenience stores, small grocery stores, barber shops, beauty parlors, and the like.

"County Clerk and Recorder" means the Clerk and Recorder for Cascade County.

"Covenant" means a legally binding agreement contained in a deed, declaration, or other legal document or on the face of a plat that restricts or regulates the use of specified real property.

"Critical habitat" means the area occupied by a species which contains those physical and biological features that are (1) essential to the conservation of the species and (2) which may require special considerations or protection. Critical habitat shall not include the entire geographic area which can be occupied by the species.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Cumulative effect" means a noticeable overall effect which results from the incremental effects of other projects, where the increment from each project may not necessarily be noticeable or considered unacceptable.

"Curb" means the barrier used to separate roads and other vehicle use areas from the surrounding environs.

"Curb cut" means the width of the opening in the curb along a street that provides vehicular access to private property.

"Curb line" means the line at the back of the curb nearest to the lot line. In the absence of a curb, the curb line is established by the City Engineer.

"Curb radius" means the radius of the circle formed by the curve of the curb at the corner.

"Curb ramp" means a short ramp cutting through a curb or built up to it.

"Cutoff luminaire" means a luminaire where less than two and one-half (2.5) percent of the lamp lumens occur at or above the horizontal plane and no more than ten (10) percent of the lamp lumens occur above eighty (80) degrees.

D

"Date of completeness" means the date an application is deemed complete by the City.

"Day care center" means a place and/or building, or portion thereof, that is used or is intended to provide day care to children on a regular basis. The operation may include pre-school services/activities (Source: 52-2-703, MCA) (Ord. 2950, 2007)

"Deck" means an above-ground, unroofed platform extending from a building and intended for outdoor living.

"Dedication" means the deliberate appropriation of land by an owner for any general and public use, reserving to the landowner no rights that are incompatible with the full exercise and enjoyment of the public use to which the property has been devoted. (Source: 76-3-103(3), MCA)

"Demolition" means an act or process that destroys, in whole or in part, a structure.

"Demolition by neglect" means the gradual destruction of a building or structure due to a lack of normal maintenance.

"Demolition permit" means a permit issued consistent with this Title authorizing the complete or partial demolition of a structure.

"Density" means the number of dwelling units per acre, calculated as follows: number of dwelling units divided by the acreage of the parcel of land, whether gross or net. As the context would indicate, density can be based on the actual, proposed, or permitted number of dwelling units.

"Density, gross" means the density based on the acreage of the entire parcel of land. For example, a development of twenty (20) houses on a forty-acre parcel of land has a gross density of one-half of one (0.5) dwelling units per gross acre ($20 / 40 = 0.5$).

"Density, net" means the density based on the acreage of the entire parcel of land, excluding the acreage used for parks or which will not be further developed. For example, a development of twenty (20) houses on a forty-acre parcel of land, with twenty (20) acres in a floodplain or a conservation easement, has a net density of 1 dwelling units per net acre ($40 - 20 / 20 = 1$).

"Department Director" means a City of Great Falls official designated as the head of a specific City Department, or his/her designee, authorized to act on his/her behalf.

(Ord. 2950, 2007)

"Design review" means an evaluation of a project's design features as enumerated in this Title including architecture, site layout, and landscaping.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Design Review Board" means that board created by the City Commission to administer the design review process consistent with this Title.

"Design wavier" means a grant of relief from the strict application of the adopted regulations that will avoid unintended and unwanted results and therefore result in a better development.

"Detention" means the temporary storage of storm runoff in a stormwater management practice with the goals of controlling peak discharge rates and providing gravity settling of pollutants.

"Detention facility" means a detention basin or alternative structure designed for the purpose of temporary storage of stream flow or surface runoff and gradual release of stored water at controlled rates.

"Development" See: land development.

"Development exaction" means money, land (on-site or off-site), or infrastructure (on-site or off-site) that a developer provides to a local unit of government to alleviate a specified impact created by the proposed development. The nature of the mitigation is determined on a case-by-case basis.

"Deviation, major" means a deviation from the terms of a permit or other approval other than a minor deviation.

"Deviation, minor" means a deviation from the terms of a permit or other approval issued pursuant to this Title that is necessary in light of technical or engineering considerations first discovered after the permit issuance or other approval and not reasonably anticipated during the review process and if had been known during the review process would not have materially altered the decision to issue the permit or approval.

"Diameter at breast height (DBH)" means a tree measured four and one-half (4½) feet above the ground surface on the uphill side of the tree. For a multi-trunk tree, DBH is the sum of the diameter of the three (3) largest trunks.

"Directional sign" means a sign that designates the location or direction of a place or area.

"Discourage" means to avoid or hinder an event or some occurrence.

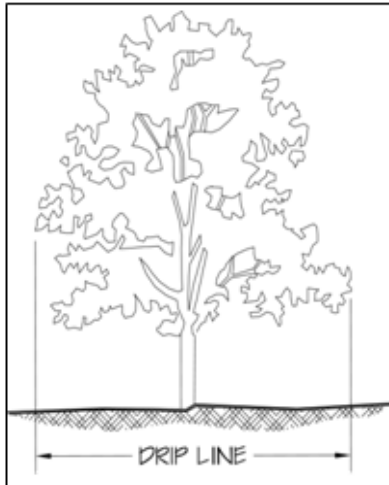
"Display surface" means the area of a sign structure that displays the advertising message.

"District" See: zoning district.

"Division of land" means the segregation of one (1) or more parcels of land from a larger tract held in single or undivided ownership by transferring or contracting to transfer title to or possession of a portion of the tract or properly filing a certificate of survey or subdivision plat establishing the identity of the segregated parcels pursuant to the Montana Subdivision and Platting Act. The conveyance of a tract of record or an entire parcel of land that was created by a previous division of land is not considered a division of land. (Source: 76-3-103(4), MCA)

"Drainage way" means any channel that conveys surface runoff throughout the site.

"Drip line" means a vertical line that extends from the outermost edge of the tree canopy to the ground. (Exhibit 8-3)

Exhibit 8-3. Drip line

"Dwelling unit" means a single building or portion thereof providing complete, independent living facilities for one (1) family, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

E

"Easement" means a less than fee interest to use the property of another for specific purposes.

"Easement, private road and public utility easement" means an easement shown on a plat where private roads are located and where public utility companies may place utility service for customers.

"Easement, public road and public utility easement" means an easement shown on a plat where public roads are located and where public utility companies may place utility service for customers.

"Educational facility (K—12)" means a place and/or building, or portion thereof, that is used or is intended for use as a preschool, elementary, junior high, or high school.

"Educational facility (higher education)" means any place and/or building, or portion thereof, that offers or is intended to provide secondary education. The term includes colleges, universities, community colleges, and vocational schools. On campus housing and dormitories to accommodate enrolled students are considered an accessory use.

"Electric sign" means a sign containing electrical wiring.

"Electronic message board" See: changeable copy sign.

"Electronic message display" means a sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means. (Ord. 3139, 2016)

"Emergency shelter" means a place and/or building, or portion thereof, that is used or is intended to provide temporary housing and ancillary services to primarily indigent, needy, homeless, or transient individuals.

"Encourage" means to stimulate, foster, or help advance an event or some occurrence.

"Engineer" See: registered professional engineer.

"Engineering department" means the Engineering Department for the City of Great Falls.

"Enhance" means to improve or increase in value or attractiveness.

"Ensure" means to guarantee or make sure something will happen.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Environmental assessment" means a written report that documents the environmental, social, and cultural impacts and consequences of a proposed development project.

"EPA's Menu of BMPs" means the manual prepared by the Environmental Protection Agency.

"Erosion" means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

"Erosion and sediment control plan" means a plan that is designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

"Erosion control" means a measure that prevents erosion.

"Erosion control permit" means a permit issued by the municipality for the construction or alteration of ground improvements and structures for the control of erosion, runoff, and grading.

"Establish" means to construct, place, insert, or excavate.

"Exaction" See: development exaction.

"Examining land surveyor" means a registered land surveyor appointed by the City to review surveys and plats submitted for filing.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision where the construction of facilities for servicing the manufactured home lots is completed before the effective date of the floodplain management regulations. This includes, at a minimum, the installation of utilities, the construction of streets, and either final site or grading, or pouring of concrete pads.

"Ex parte communication" means any form of communication (e.g., written, verbal), whether voluntary or occurring inadvertently, that occurs prior to and outside of the public hearing between an individual who will vote on an adjudicative matter pending before the decision-making body on which he/she serves and another individual and which relates to the matter pending.

F

"Factory-built home" See: Residence, manufactured/factory built.

"Family" means an individual, or two (2) or more individuals related by blood, marriage or adoption or other legal means, or a group of not more than five (5) individuals who are not related by blood, marriage or adoption, living together as a single housekeeping unit within a dwelling unit.

"Family day care home" means a private residence in which day care (meaning care is less than twenty-four (24) hours per day) is provided to three (3) to six (6) children from separate families on a regular basis. (Source: 52-2-703, MCA)

"Family, immediate" means a person who is a natural or legally defined offspring, spouse, sibling, parent, grandchild, grandparent, mother-in-law or father-in-law.

"Feather pole banner" means a sign with or without characters, letters, illustrations, or ornamentations applied to cloth, paper, flexible plastic, or fabric of any kind with only such material for backing. Feather flags are generally a single sign attached to a support post and typically having a dimensional ratio of 4 feet high to 1 foot wide and less than fifteen (15) feet height. This definition also applies to tear drop flags, windfeather flags, bow flags, and other similar type signs. (Ord. 3139, 2016)

"Fee in lieu" means a payment of money in place of meeting all or part of the storm water performance standards required by this ordinance.

"Fence" means a structure around the perimeter of a space that provides privacy, aesthetics, or security.

"Financial services" means a place and/or building, or portion thereof, that is used or is intended for providing financial and banking services. The term includes banks, savings and loan institutions, other lending institutions, and check cashing facilities. The term does not include automated teller machines, which are considered an accessory use to commercial enterprises.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Finding" means a written conclusion or determination that is considered in reaching a decision.

"Fish habitat structure" means any structure that is designed to create fish habitat. Examples include random instream boulder cover and bank cover. This term is to be narrowly construed to exclude any structure which may offer fish habitat as a secondary benefit.

"Flag" means a square, rectangular, or triangular piece of fabric that is mounted along one (1) side upon a pole, cable, or rope.

"Floor area" means the total horizontal area contained within the outside perimeter of a building.

"Foot-candle" means a measure of light falling on a given surface. One (1) foot candle is equal to one (1) lumen per square foot.

"Foundation planting" means plant material placed in planting beds along and near a foundation of a building. Intended to complement the building and connect the building to the site.

"Freestanding sign - a.k.a. pole sign" means a sign supported wholly by a pole or poles, I-beam, or a structure in the ground with no part of itself attached to a building.

"Freight terminal" means a place and/or building, or portion thereof, that is used or is intended for unloading, loading or storage of freight for routing or reshipment.

(Ord. 2950, 2007)

"Frontage" means a side of a building that faces a public right-of-way or provides off-street parking, or provides a customer entrance, or any side of a lot or parcel that borders on a public right-of-way.

"Frontage road" See: road, frontage.

"Fuel tank farm" means a place and/or building, or portion thereof, that is used or is intended for commercial bulk storage of petroleum products or any other fuel.

"Fugitive dust" means solid airborne particulate matter resulting from any activity conducted on a parcel zoned, or used, for industrial purposes.

"Full-cutoff luminaire" means a luminaire where no light occurs above the horizontal plane and no more than ten (10) percent of the lamp lumens occur above eighty (80) degrees.

"Funeral home" means a place and/or building, or portion thereof, used or intended for the care and preparation of human dead for burial. The term includes funeral homes and mortuaries.

G

"Gaming, accessory" means a portion of a hotel, motel, restaurant or tavern with legalized gambling authorized under Title 23, Chapter 5, part 1, et seq., MCA, permitted with specific development and use standards.

"Garage, attached private" means a private garage sharing and attached to all or a portion of one or more walls of the primary residence, or included as an integral part of the residence. A private garage attached by a breezeway or similar connection to a primary residence is considered a detached private garage.

"Garage, detached private" means a private garage that is physically separated from the principal residence, or attached to the principal residence by means of a breezeway or similar connection.

"Garage, private" means a building that is intended to house vehicles and household items belonging to the owner or occupant of the principal residence.

(Ord. 2950, 2007)

"Garage sales" means the occasional non-business public sale of secondhand household goods and other goods incidental to household uses. The term also includes yard sales, patio sales, and the like. The term does not include any sales defined as itinerant outdoor sales.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

(Ord. 2950, 2007)

"General repair" means a place and/or building, or portion thereof, that is used or is intended for the repair of consumer goods such as shoes, bicycles, appliances, business equipment, small engines, and the like. The term does not include repair of vehicles or industrial equipment.

"General sales" means a place and/or building, or portion thereof, that is used or is intended for retail sale of goods, commodities, or products to the end consumer.

"General services" means a place and/or building, or portion thereof, that is used or is intended for providing services not otherwise included in any other service type category. The term includes photography studios, weight loss centers, commercial postal services, beauty shops, pet grooming shops, photocopying and printing services, linen services, dry cleaning services, diaper services, and the like.

"Geological hazard" means the potential for geological instability arising from geologic features or conditions, including faults, landslides, avalanches, stream channel movement, fluvial erosion, and the like.

"Glare" means luminance in excessive of what the human eye is accustomed to resulting in annoyance, discomfort, or loss of visual performance and visibility.

"Golf course/driving range" means a place, whether organized for profit or not, that is used or is intended for playing golf.

"Grade control structure" means a structure consisting of stones, rocks, or analogous material that is placed on the bed of a stream to control or otherwise influence the grade of the stream.

"Grading" means the excavation or fill of soil material, including the resulting conditions thereof.

"Groundcover" means a low-growing plant material (other than turf grass) that characteristically does not grow higher than eighteen (18) inches and forms a more or less continuous cover over the ground surface.

"Groundwater" means water occupying the voids within a geologic stratum and within the zone of saturation.

"Group day care home" means a private residence in which day care (meaning care is less than twenty-four (24) hours per day) is provided to seven (7) to twelve (12) children on a regular basis. (Source: 52-2-703, MCA)

"Growth policy" means that document the City Commission has adopted consistent with 76-1-601, MCA.

H

"Hazard" means any condition, whether man-made or natural, which presents a tangible danger to the public health, safety, and general welfare.

"Hazard to air navigation" means an obstruction determined to have a substantial adverse effect of the safe and efficient utilization of the navigable airspace.

"Hazardous substance" means any material regulated by the "Emergency Planning and Community Right-to-Know Act of 1986" 42 USC 1101-11050, as may be amended.

"Hazardous waste" means a waste or combination of wastes that because of its quantity, concentration, or physical, chemical, or infectious characteristics, may (1) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed. The term does not include substances governed by Title 82, Chapter 4, Part 2, MCA. (Source: 75-10-403, MCA)

"Health care clinic" means a place and/or building, or portion thereof, that is used or is intended for providing medical services including prevention, diagnosis, treatment, or rehabilitation. The term includes dental clinics, doctor's offices, and sports medicine facilities. The term does not include those uses as classified as a health care facility.

(Ord. 2950, 2007)

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"Health care facility" means a place and/or building, or portion thereof, whether public or private, excluding federal facilities, whether organized for profit or not, that is used or is intended to provide health services, medical treatment, or nursing, rehabilitative, or preventative care to any person or individuals. The term does not include offices of private physicians or dentists. The term includes ambulatory surgical facilities, hospitals, kidney treatment centers, long-term care facilities, medical assistance facilities, mental health centers, outpatient facilities, public health centers, rehabilitation facilities, residential treatment facilities, and adult day-care centers as defined in State law. (Source: 50-5-101, MCA)

"Health care sales and services" means a place and/or building or portion thereof, that is used or intended to provide for the sale of health care products and services. The term includes pharmacies, vision care facilities, hearing aid facilities, prosthetic facilities, etc.

(Ord. 2950, 2007)

"Height" means a line of measurement between two (2) given points contained in a plane that is perpendicular to horizontal ground level. See Section 17.8.090 for definition of "building height." (Ord. 2950, 2007)

"Heli-pad" means a place that is used or intended to land helicopters.

"Historic district" means a geographically defined area that possesses a significant concentration, linkage or continuity of sites, buildings, structures or objects united historically or aesthetically by plan or physical development.

"Historic Preservation Advisory Commission (HPAC)" means the commission created jointly by the Great Falls City Commission and Cascade Board of County Commissioners to administer its local preservation program consistent with State and local requirements and/or guidelines.

"Historic Preservation Officer" means the individual so designated by the City.

"Historic structure" means any structure that is a contributing or a primary structure or any structure individually listed on the National Register of Historic Places.

"Home occupation" means any occupation, profession, enterprise, or similar activity that is conducted on the premises of a single-family residence as an accessory use and that would be compatible in size and scope in an urban residential setting. The term does not include hobbies or similar non-commercial activities or any activity that would meet the definition of heavy industry.

"Homeowners association" means a corporation consisting of homeowners and created pursuant to State law for the purpose of owning, operating, and maintaining various common properties.

"Horizontal surface" means a horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.

"Hotel/motel" means a building that is used, intended, kept, maintained as, advertised as, or held out to the public to be a hotel, motel, inn, motor court, tourist court, public lodging house, or place where sleeping accommodations are furnished for a fee to transient guests (as defined in State law) with or without meals. (Source: 50-51-102, MCA)

"Hotspot" means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

"Household" means one (1) or more individuals (related or unrelated) that usually occupy a dwelling unit.

I

"Illuminance" means the amount of light falling on a surface. Illuminance may be measured in lux or in foot-candles.

"Illuminating Engineering Society of North America (IESNA)" means a professional organization that was created to advance knowledge and disseminate information for the improvement of the lighted environment to the benefit of

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society. Its membership includes engineers, architects, designers, manufacturers, contractors, distributors, utility personnel, educators, students, and scientists.

"Immediate family" means a spouse, children by blood or adoption, and parents.

"Impervious surface" means that portion of a lot that substantially reduces or prevents the infiltration of stormwater into the ground. It includes areas of compacted soil and surfaces such as buildings, sidewalks, parking lots, driveways, and similar features.

"Incidental sign" means a sign indicating services, credit cards, hours of operation, or other similar information that pertains to the premises where the sign is located.

"Indoor entertainment" means a place and/or building, or portion thereof, that is used or is intended for indoor entertainment of all types. The term includes theaters, movie theaters, dance halls, theaters for performing arts, and the like.

"Indoor sports and recreation" means a place and/or building, or portion thereof, that is used or is intended for indoor recreation of all types. The term includes bowling alleys, skating rinks, billiard and pool halls, arcades, athletic clubs, indoor racquetball courts, athletic training centers, gyms, and the like.

"Industrial, heavy" means a place and/or building, or portion thereof, that is used or is intended for the following or similar uses: processing or manufacture of materials or products predominantly from extracted or raw materials; storage of or manufacturing processes using flammable or explosive materials; or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. The term includes motor vehicle assembly, oil refineries, textile production, sawmills, post and pole plants, log yards, asphalt and concrete operations, primary metal processing, and the like.

"Industrial, light" means a place and/or building, or portion thereof, that is used or is intended for the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales and distribution of such products, but excluding basic industrial processing. The term includes furniture production, metal fabrication, apparel manufacturing, printing, publishing, and the like.

"Industrial park" means a planned and coordinated development designed to accommodate a variety of and more than two (2) industrial uses.

"Industrial zoning district" means any zoning district established by this Title that has an "I" followed by a number as its abbreviation (e.g., I-1).

"Infill development" means the construction of new structures on one (1) or more vacant lots within a previously established or approved development or area.

"Inhabited area" means any residence, any other structure regularly occupied by people, or any outdoor area used by people on a regular basis.

(Ord. 2950, 2007)

"Institutional use" means a public and/or quasi-public land use typically engaged in community service, health care, or educational land uses including but not limited to: governmental facilities, worship facilities, community centers, K—12 and higher education facilities, and health care facilities.

"Instream structure" means any structure that is placed within the ordinary high water mark for irrigation purposes, for controlling lateral or horizontal stream movement. Examples include bank stabilization, grade control structures, headgates, and the like.

"Instructional facility" means any place and/or building, or portion thereof, that is used or is intended to offer instruction, training, or tutelage in such areas as gymnastics, dance, art, music, martial arts, and the like.

"International Building Code" current, adopted edition of the International Building Code published by the International Codes Council.

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"Interstate highway" means a roadway intended to carry vehicles over long distances with access restricted to interchanges. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Itinerant outdoor sales" means a place that is used or is intended for retail sales over a limited duration. The term includes seasonal sales such as fireworks and Christmas trees, flea markets, and the like. The term does not include private yard or garage sales or the sale of agricultural products produced on the premises.

"Irrigation ditch" means a man-made structure to carry water for irrigation purposes.

"Irrigation system" means a permanent, artificial watering system designed to transport and distribute water to landscape plants.

J

"Junk vehicle" means a discarded, ruined, wrecked, or dismantled motor vehicle, including component parts, which is not lawfully and validly licensed and remains inoperative or incapable of being driven. (Source: 75-10-501, MCA)

"Junk yard" means a place and/or building, or portion thereof, that is used or is intended for selling, exchanging, storing, cleaning, packing, processing, or otherwise handling salvage materials.

L

"Land clearing" means the removal of trees, understory, shrubbery, brush, groundcover, and/or topsoil from any part of the land. The term does not include standard maintenance practices including lawn mowing, pruning, and the like.

"Land development" means any activity that must comply with the provisions of this Title.

"Landscape architect" See: registered landscape architect.

"Landscape plan" means a scaled plan that shows the areas of a site to be landscaped and provides design, planting, and irrigation specifications.

"Landscaping" means living material (e.g., turf grass, ground cover, shrubs, vines, hedges) and nonliving durable material commonly used in landscaping (e.g., bark, rocks, pebbles, decorative walls, fences, art and benches).

"Landslide" means a natural movement of a large mass of soil and/or rock moving down slope under gravitational forces.

"Land use" means, as the context would indicate, (1) the development that has occurred on the land (2) development that is proposed on the land, or (3) the use that is permitted on the land under an adopted and legally enforceable regulatory framework.

"Land use, accessory" means any land use that is clearly incidental and subordinate to and customarily found with a principal land use.

"Land use, beneficial" means any use of a parcel of land that is common in the region, on similarly situated properties, even if it does not involve development.

"Land use, conditional" means a land use that would not be appropriate generally or without restriction throughout a specified area but which, if controlled as to the number, area, location, or relation to the neighborhood, could promote the public health, safety, or general welfare.

"Land use, permitted by right" means a land use that is allowed throughout a specified area. Land uses permitted by right shall be reviewed to ensure that all provisions of local, State, or federal regulations are met.

"Land use, principal" means the dominant land use of a parcel of land.

"Land use, water-dependent" means any land use that is by necessity dependent upon access to a water body for water-borne transportation including ports or marinas, recreation, electrical generating facilities, or water supply.

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"Land use, water-related" means any land use that is not by necessity dependent upon access to a water body, but which predominantly provides goods and services that are directly associated with water-dependent land uses.

"Large equipment rental" means a place and/or building, or portion thereof, that is used or is intended for renting large equipment that is normally stored out of doors. Typical items would include trucks, vertical lifts, fork lifts, back hoes, other types of heavy equipment, and modular buildings.

"Larger than utility runway" means a runway that is constructed for and intended to be used by propeller-driven aircraft of greater than twelve thousand five hundred (12,500) pounds maximum gross weight and jet powered aircraft.

"Lattice tower" means a self supporting support structure, erected on the ground, which consists of metal crossed strips or bars to support antennas and related equipment.

"Legislative decision" means a decision generally discretionary in nature, made by elected governmental officials, that creates a new law or that repeals or modifies a previously adopted law. The adoption of a local comprehensive plan or a zoning code is an example of a legislative decision.

"Levee" means a manmade structure, usually earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as drainage and closure devices, which are constructed and operated in accordance with sound engineering practices.

"Local street" means a roadway intended to predominantly provide access to adjoining properties. Traffic speeds are characteristically lower and access to and from driveways is frequent. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Light manufacturing and assembly" means a place and/or building, or portion thereof, that is used or is intended for manufacturing and/or assembly of goods where no air contaminants or potentially offensive odors are emitted outside of the building or area of manufacture/assembly; no radioactive materials or hazardous substances or hazardous wastes or regulated substances are handled or produced. Such uses do not produce offensive noises outside of the building or area of manufacturing/assembly. Such uses typically have relatively small volumes of products shipped in and out, so as to not adversely impact neighboring uses (such as residential, office or commercial in mixed use zones). Typical uses include assembly of computers; testing, producing and/or packaging software; packaging of pre-made goods; etc. This term does not include any uses specifically listed under the definition of "industrial, light".

"Light meter" means a device that measures the amount of light energy falling on a given surface.

"Light trespass" means light emitted by a lighting installation that falls outside the boundaries of the property on which the installation is sited.

"Lighting fixture" See: luminaire.

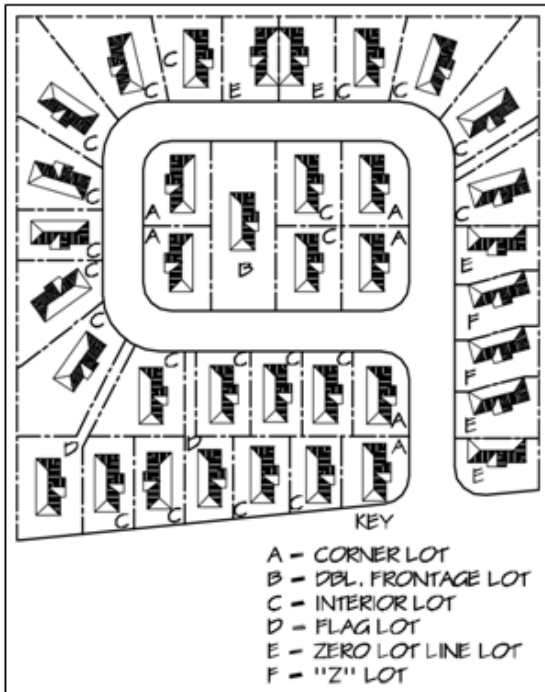
"Loading area" means an off-street area set aside for the purpose of unloading or loading a motor vehicle, trailer, or truck.

"Local services" means any and all services or facilities the City is authorized to provide.

"Logo" means a graphic design representing an activity, service, or business.

"Lot" means a parcel of ground with a definable location based on a recorded survey or similar instrument. (Exhibit 8-4)

Examples of lot types



"Lot, corner" means a lot situated at the junction of and fronting on two (2) or more roadways. A lot abutting on a curved street shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five degrees.

"Lot, flag" means a lot with access provided by a corridor from a street to the bulk of the lot.

"Lot, interior" means a lot that abuts only one (1) road.

"Lot, through" means a lot having a frontage on two (2) more or less parallel streets.

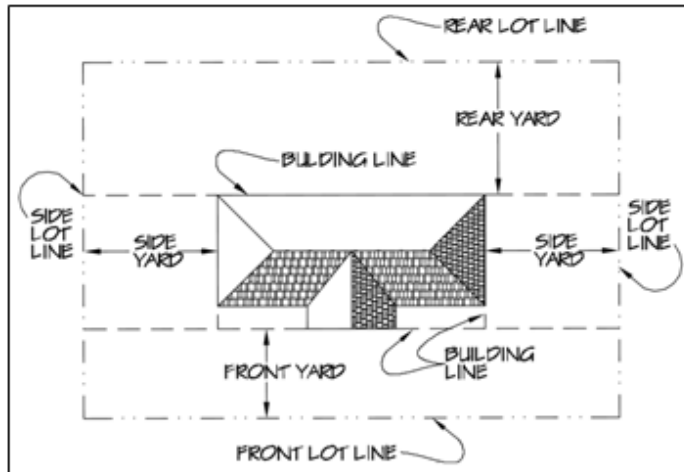
"Lot, Z" means a type of interior lot that is generally situated on an angle to the street.

"Lot, zero lot line" means a lot where the building is placed on or near one (1) of the side lot lines.

"Lot area" means the area of the horizontal plane bound by the vertical planes through front, rear, and side lot lines.

"Lot coverage" is a measure of land use intensity. It compares the portion of a site that is covered by impervious surfaces with the overall area of the site. For example, a two-acre site with one-half of one (0.5) acres of impervious surface has a lot coverage of 0.25 or twenty-five (25) percent ($0.5 / 2 = 0.25$).

"Lot line" means a line dividing one (1) lot from another lot or from a street or alley.

Exhibit 8-5. Lot lines and types of yards

"Lot line, front" means a lot line described for each of the following types of lots: on an interior lot, the lot line abutting a street; or, on a corner lot, the shorter lot line abutting a street; or, on a through lot, the lot line abutting the street providing the primary access to the lot; or, on a flag lot, the interior lot line most parallel to and nearest the street from which access is obtained (Exhibit 8-5).

"Lot line, rear" means a lot line that does not intersect a front lot line and that is most distant from and most closely parallel to the front lot line (Exhibit 8-5).

"Lot line, side" means a lot line not a front or rear lot line (Exhibit 8-5).

"Low-profile sign" means a freestanding pole or monument sign with a height limit of 8 feet from finished grade to the top of the sign structure.

"Lowest floor" means any floor used for living purposes, storage, or recreation or that could be converted to such a use.

"Lumen" means a measure of light energy generated by a light source. Manufacturers list ratings for all their lamps. Average lumen ratings are slightly lower than initial lumen ratings.

"Luminaire" means a complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

M

"Maintain" means to support, keep, and continue in an existing State or condition without decline.

"Manufactured home" See: Residence, manufactured/factory-built.

"Manufactured home park or subdivision" means a parcel or contiguous parcels of land divided into two (2) or more manufactured home lots for rent or sale.

"Manufactured housing sales" means a place and/or building, or portion thereof, that is used or is intended for on-site display and sales of mobile homes, modular homes, or other forms of manufactured housing.

"Marijuana" means all plant material from the genus Cannabis containing tetrahydrocannabinol (THC) or seeds of the genus capable of germination. The term does not include hemp, including any part of that plant, including the seeds and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3% on a dry weight basis, or commodities or products manufactured with hemp, or any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products. The term does not include a drug approved by the

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United States food and drug administration pursuant to section 505 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 301, et seq.

(Ord. 3249, 2022)

"Marijuana cultivation" means a use licensed by the State of Montana to: (a) plant, cultivate, grow, harvest, and dry marijuana; and (b) package and relabel marijuana produced at the location in a natural or naturally dried form that has not been converted, concentrated, or compounded for sale through a licensed dispensary.

(Ord. 3249, 2022)

"Marijuana dispensary" means a use licensed by the State of Montana to: (a) obtain marijuana or marijuana products from a licensed cultivator, manufacturer, dispensary, or other licensee approved under this chapter; and (b) sell marijuana or marijuana products to registered cardholders, adults that are 21 years of age or older, or both.

(Ord. 3249, 2022)

"Marijuana manufacturing" means a use licensed by the State of Montana to convert or compound marijuana into marijuana products, marijuana concentrates, or marijuana extracts and package, repack, label, or relabel marijuana products.

(Ord. 3249, 2022)

"Marijuana testing laboratory" means a use licensed by the State of Montana to: (a) provide testing of representative samples of marijuana and marijuana products; and (b) provide information regarding the chemical composition and potency of a sample, as well as the presence of molds, pesticides, or other contaminants in a sample.

(Ord. 3249, 2022)

"Marijuana transporter" means a use licensed by the State of Montana to transport marijuana and marijuana products from one marijuana business to another marijuana business, or to and from a testing laboratory, and to temporarily store the transported retail marijuana and retail marijuana products at its licensed premises, but is not authorized to sell marijuana or marijuana products to consumers under any circumstances.

(Ord. 3249, 2022)

"Market value" means the value as reported on Cascade County Assessor's roll.

"Marquee" means a permanent, roofed structure that projects over public property and is attached to and supported by a building.

"Marquee sign" means a sign attached to a marquee.

"Mean sea level" means the National Geodetic Vertical Datum (NGVD) of 1929 or other datum to which base flood elevations are referenced.

"Micro-brewery" means a place and/or building, or portion thereof, which is used or is intended for (1) the manufacture of malt beverages and (2) the sale and on-site consumption of those beverages, along with other beverages and food.

"Mini-storage facility" means a place and/or building, or portion thereof, that is divided into individual spaces and that is used or is intended as individual storage units that are rented, leased, or owned. The term includes a tract of land used to store vehicles that are not for sale or trade.

"Miniature golf" means a place and/or building, or portion thereof, that is used or is intended for playing miniature golf.

"Minimize" means that no other alternative would result in a lesser impact.

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"Minor arterial" means a roadway that is designed to carry vehicles quickly from place to place, but access to adjacent land use has a high priority. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Mitigate" means to take an action designed to offset or rectify a negative effect.

"Mixed-use building" means a building that contains two (2) or more of the following uses: residential, retail, office, employment, or civic.

"Mixed-use zoning district" means any zoning district established by this Title that has an "M" followed by a number as its abbreviation (e.g., M-1).

"Mobile home" means a dwelling unit that is: (1) constructed off-site; and (2) equipped with the necessary utility service connections; and (3) made so as to be readily movable as a unit or units on its (their) own running gear; and (4) designed to be used with or without a permanent foundation.

"Mobile home pad" means the area of a mobile home space which has been prepared for the placement of a mobile home.

"Mobile home park" means a place providing two (2) or more mobile home lots for lease or rent to the general public. (Source: 50-52-101 MCA)

"Mobile home space" means a designated portion of a parcel of land designed for the accommodation of one (1) mobile home and its accessory buildings or structures for the exclusive use of the occupants.

"Mobile home subdivision" means a tract of land specifically designed, improved and maintained for locating mobile homes, which is platted into lots, blocks and streets and the lots then sold or rented to the occupant.

"Modular home" See: Residence, manufactured/factory-built.

"Monopole" is a wireless communication facility which consists of a monopolar structure, erected on the ground to support wireless communication antennas and connecting appurtenances.

"Monument" means any structure of masonry, metal, or other permanent, durable material placed in the ground, which is exclusively identifiable as a monument to a survey point, expressly placed for surveying reference.

"Monument sign" means a low-profile, freestanding sign whose entire structure consists of solid material. Monument signs, in their entirety, are limited to a total height of eight (8) feet.

"Motor vehicle graveyard" means a place and/or building, or portion thereof, that is maintained and operated by a county and that is used or is intended as a collection point for junk motor vehicles prior to their disposal. (Source: 75-10-501, MCA)

"Motor vehicle wrecking facility" means a place and/or building, or portion thereof, that is used or is intended for buying, selling, or dealing in four (4) or more vehicles per year, of a type required to be licensed, for the purpose of wrecking, dismantling, disassembling, or substantially changing the form of the motor vehicle; or a facility that buys or sells component parts, in whole or in part, and deals in secondhand motor vehicle parts. A facility that buys or sells component parts of a motor vehicle, in whole or in part, is a motor vehicle wrecking facility whether or not the buying or selling price is based upon weight or any other type of classification. The term does not include a garage where wrecked or disabled motor vehicles are temporarily stored for a reasonable period of time for inspection, repairs, or subsequent removal to a junkyard. (Source: 75-10-501, MCA)

"Mulch" means nonliving organic and synthetic materials customarily used in landscape design to retard erosion and retain moisture, and that provide a protective covering around plants to reduce weed growth and to maintain even temperatures around plant roots. Examples include bark, wood chips, and coffee bean hulls.

N

"National Register of Historic Places" means the official list of the Nation's historic places worthy of preservation. Authorized under the National Historic Preservation Act of 1966 and administered by the National Park Service, it is part of a national program to coordinate and support public and private efforts to identify, evaluate and protect

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our historic and archaeological resources. Properties listed in the National Register include districts, sites, buildings, structures, and objects that are significant in American history, architecture, archeology, engineering, and culture.

"Native material revetment" means bank stabilization using root wads, logs, boulders, vegetation plantings, and sod mats. This type of design improves visual and biological values as opposed to some of the more "hard" approaches such as rip-rap.

"Neighborhood council" means the elected body for one (1) of the neighborhood districts within the City.

"Neighborhood district" means the geographic area established pursuant to the City's Charter.

"Neighborhood plan" means a plan for a geographic area within the boundaries of the jurisdictional area that addresses one (1) or more of the elements of the growth policy in more detail. (Source: 76-1-103, MCA)

"New construction" means structures for which the start of construction, substantial improvement, or alteration commences on or after the effective date of these regulations.

"NIER" means non-ionizing electromagnetic radiation, which is electromagnetic radiation primarily in the visible, infrared, and radio frequency portions of the electromagnetic spectrum.

(Ord. 2950, 2007)

"Noncombustible material" means material that does not ignite at or below a temperature of one thousand two hundred (1,200) degrees Fahrenheit during a five-minute exposure and that does not continue to burn or glow at that temperature, as specified in the current, adopted edition of the International Building Code.

"Nonconforming building" means any building that at the time of construction conformed to existing rules and regulations, but is now inconsistent with this Title.

"Nonconforming structure" means any structure that at the time of construction or placement conformed to existing rules and regulations, but is now inconsistent with this Title.

"Nonconforming use" means any use of land that at the time of establishment conformed to existing rules and regulations, but is now inconsistent with this Title.

"Noncontributing structure, building or property" means a structure, building or property within a historic district that does not contribute to the historic integrity of the district.

"Non-cutoff luminaire" means a luminaire where a considerable amount of light occurs above the horizontal plane.

"Non-ionizing electromagnetic radiation (NIER)" means electromagnetic radiation primarily in the visible, infrared, and radio frequency portions of the electromagnetic spectrum.

"Non-precision instrument runway" means runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.

"Nonstructural trim" means molding battens, caps, nailing strips, latticing, walkways, cutouts, or letters attached to a sign structure.

"Noxious weed" means any exotic plant species established or that may be introduced in the State which may render land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses or that may harm native plant communities and that is designated by the Montana Department of Agriculture or by a weed management district.

"Nursing home" means a place that provides twenty-four-hour services including room and board to unrelated residents who because of their mental or physical condition require nursing care.

O

"Occupancy" means the purpose for which a building, or part thereof, is used or intended to be used.

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"Off-premise sign" means a sign that directs attention to a business, commodity, service, activity, or product not sold, conducted, or offered for sale on the premise where the sign is located.

"Off-site facility" means any facility located outside of the subject property.

"Off-site liquor sales" means a place and/or building, or portion thereof, that is used or is intended for retail sales of alcoholic beverages for off-site consumption. The term includes package liquor stores.

"On-premise sign" means a sign that directs attention to a business, commodity, service, activity, or product sold, conducted, or offered for sale on the premise where the sign is located.

"On-site construction office" means a building placed on a construction site that is used by the contractor as a field office and removed when construction is complete.

"On-site facility" means any facility located inside of the subject property.

"On-site real estate sales office" means a residential dwelling in a residential development that is temporarily used as a sales office for other on-site residential dwellings.

"Open space" means a vacant, undeveloped or unimproved parcel or area of land that is intended to remain free of development. Such lands typically include undeveloped park lands or other public lands, private lands in high hazard areas or with conservation easements, open water bodies, etc.

"Ordinary high-water mark" means the line that water impresses on land by covering it for sufficient periods to cause physical characteristics that distinguish the area below the line from the area above it. Characteristics of the area below the line include, when appropriate, but are not limited to deprivation of the soil of substantially all terrestrial vegetation and destruction of its agricultural value. A floodplain adjacent to surface waters is not considered to lie within the surface waters' high-water mark. (Source: 23-3-301, MCA)

"Outdoor entertainment" means a place and/or structure, or portion thereof, that is used or is intended for outdoor, spectator-type uses or events. The term includes race tracks, motocross courses, sports arenas, concerts, religious assemblages, and the like.

"Outdoor entertainment, temporary" means a short-term outdoor event such as concerts, performances, religious assemblages and the like. The term does not include sporting events such as motocross, auto racing and the like.

(Ord. 2950, 2007)

"Overall development plan" means the master site plan for a single tract of land showing the proposed project submitted for review and the conceptual layout of land excluded from the project. It is intended to show how the entire property will likely be developed over time.

"Overlay district" means a geographic area that is placed over land use districts that adds additional requirements to those of the underlying district.

"Owner of record" means the person, or persons, that are listed in the official county records as the legal owners of a tract of record.

P

"Parapet" means a low protective wall or railing along the edge of a raised structure such as a roof.

"Parcel of land" means a unit of land all parts of which are contiguous, including contiguous lots, in the possession of, owned by, or managed by the same person.

"Park" means a place and/or building, or portion thereof, that is used or is intended for recreational activities for use by the general public or by a homeowners' association. The term includes developed and undeveloped areas and neighborhood recreation centers.

"Park dedication" means land set aside by the developer for park purposes.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Park dedication, cash-in-lieu of" means a cash payment that is equal to the assessed value of the land that would have been dedicated for park dedication purposes.

"Parking garage" means an off-street building used to temporarily park vehicles.

"Parking lot" means an off-street area, located beyond the right-of-way or easement of a street, used to temporarily park vehicles.

"Parking lot, principal use" means an off-street parking facility intended to temporarily store vehicles, not accessory to any principal use.

(Ord. 2950, 2007)

"Parking structure" means a multilevel structure that is used or is intended for parking motor vehicles for a short duration. The term does not include underground parking.

"Pedestrian pass-through" means a walkway that provides unconstrained pedestrian access through a building.

"Pedestrian scale (human scale)" means the proportional relationship between the dimensions of a building or building element, street, outdoor space, or streetscape element and the average dimensions of a human body, taking into account the perceptions and walking speed of a typical pedestrian.

"Perimeter control" means a barrier that prevents sediment from leaving a site by filtering sediment-laden runoff or diverting it to a sediment trap or basin.

"Permanent foundation" means a continuous foundation wall around the perimeter of a building.

"Permit" means a written governmental authorization allowing the holder to take action not otherwise allowed.

"Permitted use" means a use which may be lawfully established in a particular district or districts provided it conforms with all requirements, regulations, and standards of such district.

"Person" means any individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.

"Planned unit development (PUD)" means a land development project consisting of residential clusters, industrial parks, shopping centers, or office building parks that comprise a planned mixture of land uses built in a prearranged relationship to each other and having open space and community facilities in a common ownership or use. (Source: 76-3-103, MCA)

"Planning Board" means the Great Falls Planning Advisory Board.

"Plat" means a graphical representation of a subdivision showing the division of land into lots, blocks, streets, alleys, and other divisions and dedications.

"Plat, amended" means a plat showing adjustments to a final plat that has been recorded with the County Clerk and Recorder.

"Plat, concept" means a drawing of a proposed subdivision that is general in nature and shows the essential elements of the project.

"Plat, final" means a plat to be filed with the County Clerk and Recorder and that contains all of the elements and requirements set forth in this Title and the Montana Subdivision and Platting Act.

"Plat, preliminary" means a plat that is submitted for review and that contains the minimum information required in this Title and the Montana Subdivision and Platting Act.

"Pole sign - a.k.a. freestanding sign" means a sign supported wholly by a pole or poles, I-beam or structure in the ground and not a part of or attached to a building at any point.

"Pollution or pollutants" means the presence in the outdoor atmosphere, ground, or water of any substance, contaminant, noise, or any other manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of air, soils, or water, in quantities or at levels which are or may be potentially harmful or

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injurious to human health or welfare, animal or plant life, or property, or unreasonably interfere with the enjoyment of life or property.

"Pollution, nonpoint source" means a diffuse source of pollution resulting from the activities of man over a relatively large area, the effects of which normally must be addressed or controlled by a management practice rather than by an engineered containment or structure. (Source: 16.20.1001, ARM)

"Pollution, point source" means a single, discernable source of pollution resulting from the activities of man, the effects of which normally must be addressed or controlled by an engineered system.

"Porch" means a part of a building with a roof of its own that covers an entrance.

"Portable sign" means a sign that is not permanently affixed to a building, structure, or the ground.

"Precision instrument runway" means a runway having an existing instrument approach procedure utilizing an instrument landing system or a precision approach radar. It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

"Premise" means a single tract of land; whether described by metes and bounds, certificate of survey, and/or by lot or lots and block designation as in a recorded plat, which at the time of application for a building permit or for taxation is designated by its owner or developer as the tract to be used, developed or built upon as a unit of land under single ownership or control.

"Preserve" means to save from change or loss and reserve for a special purpose.

"Primary structure, building or property" means a structure, building or property within a historic district that contributes to the historic integrity of the district.

"Principal arterial" means a road that carries vehicles efficiently from place to place. Access to adjacent land uses is a minor function for this classification. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Principal building" means the primary building on a lot or a structure that houses a principal use.

"Principal land use" See: land use, principal.

"Private stable/barn" means a place and/or building, or portion thereof, that is used or is intended for noncommercial activities relating to rearing, training, and riding horses or raising other permitted livestock. This term includes pole barns.

"Professional engineer" See: registered professional engineer.

"Professional services" means a building, or portion thereof, that is used or is intended to house services involving predominantly professional, clerical, or similar operations where customers come on a regular basis. The term includes law offices, real estate offices, insurance offices, travel agencies, and the like.

"Prohibited lawn signs" include, yard signs, bandit signs, placards, and road signs, among other names used for advertising, products, businesses, services, and charities, educational, political, ideological, or religious advertisement that are temporary in nature and placed in landscaped areas of a premise. (Ord. 3139, 2016)

"Projecting signs" means those signs which project over the public rights-of-way at any point. All other signs projecting from the building face are designated as "free standing signs" provided they are contained upon private property entirely. (Ord. 3139, 2016)

"Projection" means the distance by which a sign extends over public property or beyond the building.

"Public improvement" means any structure or facility constructed to serve the residents of a subdivision or development project or the general public.

"Public notice" means that way in which a government uses or is required to use to formally notify people of a proposed governmental hearing or action.

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"Public safety facility" means any place and/or building, or portion thereof, whether public or non-public, that is used or is intended for housing public safety services. The term includes ambulance services, fire stations, police stations, and the like.

"Public service use or facility" means a use operated or used by a public body or public utility in connection with any of the following services: water, waste water management, public education, parks and recreation, fire and police protection, solid waste management, transportation or utilities.

"Public view" means a point six (6) feet above the surface of the center of any adjacent public right-of-way including but not limited to avenues, streets and alleys.

"Public way" means and includes all public streets and utility easements, now and hereafter owned by the City, but only to the extent of the City's right, title, interest or authority to grant a license to occupy and use such streets and easements for telecommunications facilities.

Q

"Quasi-public use" means a use serving the public at large, and operated by a private entity under a franchise or other similar governmental authorization, designed to promote the interests of the general public or operated by a recognized civic organization for the benefit of the general public.

R

"Railroad yard" means a place and/or building, or portion thereof, that is used or is intended for switching train cars, loading and unloading cars, and where train cars and engines are serviced and stored while not in use.

"Readily visible" means an object that stands out as a prominent feature of the landscape when viewed with the naked eye.

"Real estate sign" means a sign pertaining to the sale, lease or rental of land or buildings.

"Recharge" means the replenishment of underground water reserves.

"Recreation trail" means a linear path which may be dedicated to a single use or multiple uses. Examples include hiking trails, bike trails, x-country ski trails, and horse trails.

"Recreational vehicle" means a vehicular type unit primarily designed as a temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle.

"Recreational vehicle park" means a tract of land available to and principally used by the public for camping, where people can park recreational vehicles for camping and sleeping purposes.

"Recreational vehicle space" means a designated portion of a recreational vehicle park designed for the placement of a single recreational vehicle and the exclusive use of its occupants.

"Recycling center" means a place and/or building, or portion thereof, that is used or is intended for collecting and/or processing recoverable materials prior to shipment to others who use those materials to manufacture new products. Typical types of recoverable materials include glass, newspaper, metal, and plastic. The term shall not include a junk yard.

"Redevelopment" means the development of a site where the site was at one (1) time developed and has been, or will be, cleared in whole or in part, to allow new construction.

"Registered architect" means an individual licensed to practice architecture in Montana.

"Registered land surveyor" means an individual licensed to practice surveying in Montana.

"Registered landscape architect" means an individual licensed to practice landscape architecture in Montana.

"Registered professional engineer" means an individual licensed to practice engineering in Montana.

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"Regulated substance" means any hazardous substance as defined in 75-10-602, MCA, or petroleum, including crude oil or any fraction thereof, which is liquid at standard conditions of temperature and pressure. This term does not include hazardous wastes as regulated by State law.

"Related equipment" means all equipment ancillary to the transmission and reception of voice and data via radio frequencies. Such equipment may include, but is not limited to cable, conduit, and connectors.

"Remainder" means that part of an original tract which is not created for transfer, but which is left after parcels are segregated for transfer. (See letter of opinion from Montana Attorney General to Robert M. McCarthy, April 22, 1987)

"Remodel" means to only change the interior and/or exterior appearance of a structure, where there is not a change in the footprint and does not constitute alteration or substantial improvement.

"Residence, accessory" means a place and/or building, or portion thereof, that is used, or is intended to provide housing, as a single-family residence for a caretaker, employee or owner of the non-residential principal use and the like. This residence is accessory to a non-residential principal use. (Ord. 2950, 2007; Ord. ~~No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012~~)

"Residence, condominiums" means separately owned single-family dwelling units with common elements located on property submitted to the provisions of the Montana Unit Ownership Act, Title 70, Chapter 23, MCA.

"Residence, manufactured/factory-built" means a single-family dwelling unit built in a factory in accordance with the United States Department of Housing and Urban Development code or approved by the Montana Department of Labor and Industry Building Codes Bureau.

"Residence, multi-family" means a single building situated on one (1) lot and that contains three (3) or more separate dwelling units. Entrances to the dwelling units may be separate or combined. The units may be rented or owned as in a condominium. (Ord. ~~No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012~~)

"Residence, single-family detached" means a single building that is situated on one (1) lot, contains one (1) dwelling unit, and is not attached to any other dwelling unit by any means. The term includes factory-built homes, manufactured homes, and stick-built homes, but excludes mobile homes.

"Residence, townhouse" means a building containing multiple dwelling units where they are adjacent to one another on separate lots each having separate entrances.

"Residence, two-family" means a building or buildings that are situated on one (1) lot and that contains a total of two (2) dwelling units. (Ord. ~~No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012~~)

"Residence, zero lot line" means a single building that is situated on one (1) lot, contains one (1) dwelling unit, and is not attached to any other dwelling unit by any means. The side wall of the building is placed directly on or very close to one (1) of the adjoining side yard property boundary lines. The term includes factory-built homes, manufactured homes, and stick-built homes, but excludes mobile homes.

"Residential zoning district" means any zoning district established by this Title that has an "R" followed by a number as its abbreviation (e.g., R-1).

"Restaurant" means a place and/or building, or portion thereof, that is used or is intended for the preparation and sale of food and beverages for consumption on or off site, and where consumption of beer, wine, or other liquors, if any, is clearly secondary and subordinate to the sale of food and beverages. The term does not include a grocery or convenience store with a food service section. Such establishments may include a drive-through window, and may or may not include on-site seating.

(Ord. 2950, 2007)

"Retirement home" means a place and/or building, or portion thereof, that is used or is intended to provide living quarters for individuals generally sixty-two (62) years of age or older. Limited commercial and medical facilities constructed and used for the exclusive use of residents shall be an accessory use of the retirement home. The term includes assisted living facilities wherein skilled or intermediate nursing care is not provided on a full time basis.

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"Rezoning" See: zoning map amendment.

"Right-of-way" means that land which the Montana Department of Transportation, county, or City has title to, or right of use, for public roads and appurtenances, including utilities.

"Right-of-way" means a strip of land dedicated or acquired for public use.

"Riprap" means a structure consisting of stone and or rocks (not concrete or other cement product) that is placed along the bank or bed of a stream for the purpose of alleviating lateral bank erosion.

"Riverfront Corridor" means the area along River Drive and Giant Springs Road extending between the southern and northeastern limits of the City.

"Road" See: street.

"Road maintenance agreement" means a written instrument recorded with the County Clerk and Recorder that defines how a private road will be maintained in perpetuity, or until such time as the City, county, or the State accepts it as a public road, and the rights and obligations of the parties to the agreement.

"Roadside farmer's market" means a place and/or building, or portion thereof, that is used or is intended for the retail sale of produce grown exclusively on the premises.

"Roof sign" means a sign attached to roof structure - including parapet, fascia and rake framing, walls and/or columns of a building so that a portion of the advertising display is at or above roof level.

"Rotating sign" means a sign or portion of a sign that revolves or rotates.

"Runway" means a defined area on an airport prepared for landing and takeoff of aircraft along its length.

S

"Salvage material" means material or fragments of material discarded as waste in manufacturing operations, or machines, tools, equipment or parts of these, no longer in serviceable condition, or such items and materials no longer used for their original intent or purpose or such items or materials which are valuable only as raw material for reprocessing. Examples include metal, rubber, textiles, rope, paper, leather, lumber, plastics, and equipment made of these.

"Sandwich board sign a.k.a. A-type sign" means a portable sign that rests on the ground and is not permanently attached to anything.

"Satellite earth station" means a telecommunication facility consisting of more than a single satellite dish smaller than ten (10) feet in diameter that transmits to and/or receives signals from an orbiting satellite.

"Screening" means a feature, such as a wall, fence, hedge, berm, or similar feature, used to shield or obscure elements of a development from adjacent sites.

"Secondhand sales" means a place and/or building, or portion thereof, that is used or is intended for retail sale of goods and merchandise which are not being sold for the first time. The term includes secondhand stores, thrift stores, consignment shops, and the like.

"Security lighting" means outdoor lighting used for, but not limited to, illumination for walkways, roadways, equipment yards, parking lots, and outdoor security where general illumination for safety or security of the grounds is of primary concern.

"Sediment control" means any measure that prevents eroded sediment from leaving the site.

"Semi-cutoff luminaire" means a luminaire where less than five (5) percent of the lamp lumens occur above the horizontal plane and no more than twenty (20) percent of the lamp lumens occur above eighty (80) degrees.

"Setback" means a specified horizontal distance between two (2) actual or imaginary objects (e.g., property lines, ordinary high water mark, buildings, wells, septic systems, etc.)

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"Sexually-oriented business" includes the following types of uses: adult arcades, adult book stores/adult video stores, adult cabarets, adult motels, and adult motion picture theaters.

"Shared parking" means one (1) or more parking spaces that, partially or entirely, meet the parking requirements of two (2) or more uses.

"Shopping center" means more than one (1) sales or service use built on a single site which is planned, developed, and managed as an operating unit and has an accumulated gross floor area exceeding thirty-five thousand (35,000) square feet on a site at least two (2) acres in size. Typical features include one (1) or more anchor tenant(s), freestanding buildings containing restaurants or other commercial uses, and on-site employee and customer parking.

"Shrub" means a self-supporting woody perennial plant that characteristically grows to a height of twelve (12) feet at maturity. It typically has multiple stems and branches continuous from the base.

"Sidewalk café" means an outdoor dining area located upon public property, including a sidewalk, and operated as an integral part of an adjacent restaurant where food and beverages are sold or served primarily for consumption on the premises.

"Sidewalk food vendor" means the sale of food and beverage from a mobile cart located on public property or within the public right-of-way.

"Sign" means a notice bearing a name, direction, warning, or advertisement that is displayed or posted for public view.

"Sign structure" means the supports, uprights, braces and framework of a sign.

"Silhouette" means a representation of the outline of a structure, especially a tower and antenna associated with a telecommunication facility, as seen from an elevation perspective.

(Ord. 2950, 2007)

"Site-built home" means a dwelling unit that is constructed on the site on which it will be located.

"Site plan" means a plan drawn to scale that shows the layout of existing and proposed features including property lines, easements, structures, uses, utilities, parking areas, streets, signs, buffers, landscaping, adjacent land uses and other information as may be required.

"Small equipment rental" means a place and/or building, or portion thereof, that is used or is intended for renting small equipment and supplies that typically are stored indoors. Typical rentals include hand tools, party equipment, lawn care and yard equipment.

"Soil amendment" means organic and inorganic materials added to soil to improve texture, nutrients, moisture holding capacity, and infiltration.

"Soil stabilization" means the use of practices that prevent exposed soil from eroding.

"Solid waste" means all putrescible and nonputrescible wastes. (Refer to: 75-10-103, MCA)

"Solid waste transfer station" means a place and/or building, or portion thereof, that is used or is intended for temporary collection of solid waste prior to transport to a processing plant or to final disposal. (Refer to: 16.14.403, ARM)

"Special event" means a promotional or community event, e.g. a bazaar, street fair, show, exhibition, sporting event or fun run.

"Special exception" See: conditional use.

"Special improvement district (SID)" means a geographic area established by a local governing body where property owners pay a special assessment to finance public improvements (e.g., sidewalks, lighting).

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"Specified anatomical areas" means the male genital in the state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

"Specified sexual activity" means and includes any of the following: (1) the fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; (2) sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; (3) masturbation, actual or simulated; or (4) excretory functions as part of or in connection with any of the activities set forth in parts 1 through 3 of this definition.

"Start of construction" means the first land-disturbing activity associated with a development, including land preparation such as land clearing, grading, and filling; installation of streets and walkways; excavation for basements, footings, piers, or foundations; erection of temporary forms; and installation of accessory buildings such as garages.

"State" means the State of Montana.

"Stoop" means a raised platform in front of an entrance to a building with one (1) or more steps.

"Stop work order" means an order issued by the City which requires that any activity found in violation of this Title cease.

"Storage container" means an enclosed metal container exceeding ninety (90) cubic feet that is typically used to temporarily store merchandise.

"Stormwater" means water from a rainfall event or melting snow that flows over the ground surface.

"Stormwater detention structure" means a structure designed to collect and temporarily store stormwater with subsequent gradual release.

"Stormwater management" means the use of structural or non-structural practices that are designed to reduce storm water runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

"Stormwater retention structure" means a structure designed to collect and prevent the release of a given volume of stormwater by complete on-site storage.

"Stormwater retrofit" means a stormwater management practice designed for an existing development site that previously had either no stormwater management practice in place or a practice inadequate to meet the stormwater management requirements of the site.

"Stormwater runoff" means flow on the surface of the ground, resulting from precipitation.

"Stormwater treatment practices" means measures, either structural or nonstructural, that are determined to be the most effective, practical means of preventing or reducing point source or non-point source pollution inputs to stormwater runoff and water bodies.

"Stream" means a natural body of running water flowing continuously or intermittently in a channel on or below the surface of the ground.

"Street" means a public access way within a public right-of-way or private easement.

"Structural alteration" means any change or addition to a structure that increases its external dimensions and/or increases its potential flood hazard.

"Structure" means any permanent or temporary object that is constructed, installed, or placed by man, the use of which requires a location on a parcel of land. It includes buildings of all types, bridges, instream structures, storage tanks, fences, swimming pools, towers, poles, pipelines, transmission lines, smokestacks, signs, and other objects.

"Structure ridgeline" means the line along the top of a roof or top of a structure, if it has no roof.

"Subdivider" means any person which causes land to be subdivided or which proposes a subdivision. (Source: 76-3-103(15), MCA).

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"Subdivision" means a division of land or land so divided that it creates one (1) or more parcels containing less than one hundred sixty (160) acres that cannot be described as a one-quarter ($\frac{1}{4}$) aliquot part of a United States government section, exclusive of public roadways, in order that the title to or possession of the parcels may be sold, rented, leased, or otherwise conveyed and includes any re-subdivision and further includes a condominium or area, regardless of its size, that provides or will provide multiple space for recreational camping vehicles or mobile homes. (Source: 76-3-103(16), MCA)

"Subdivision, major" means a subdivision not qualifying as a minor subdivision.

"Subdivision, minor" means a subdivision containing five (5) or fewer lots where proper access to all lots is provided and where no land in the subdivision will be dedicated to public use for parks or playgrounds, and the subdivision is eligible for review under 76-3-505 or 76-3-609, MCA.

"Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either: (1) Before the improvement or repair is started; or (2) If the structure has been damaged, and is being restored, before the damage occurred. For the purposes of this definition, substantial improvement is considered to occur when the first construction to any wall, ceiling, floor, or other structural part of the building commences. The term does not include: (1) Any project for improvement of a structure to comply with existing State or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or (2) Any alteration of a structure listed on the National Register of Historic Places or State Inventory of Historic Places.

"Suitable fill" means material which is stable, compacted, well-graded, pervious, generally unaffected by water and frost, devoid of trash or similar foreign matter, devoid of tree stumps, or other organic material; and is fitting for the purpose of supporting the intended use of and/or permanent structure.

"Surveyor" See: registered land surveyor.

T

"Tavern" means a place and/or building, or portion thereof, that is used or is intended for retail sales of alcoholic beverages for on-site consumption and where food consumption, if any, is clearly secondary to the sale of alcoholic beverages. The term includes bars and lounges.

"Taxi cab dispatch terminal" a place and/or building, or portion thereof, that is used or is intended for dispatching taxi cabs and where taxi cabs are kept while not in use.

"Telecommunication equipment building, shelter or cabinet" means a cabinet or building used to house equipment used by telecommunication providers to house equipment at a facility.

(Ord. 2950, 2007)

"Telecommunication facility" means a facility that transmits and/or receives electromagnetic signals. It includes antennas, microwave dishes, horns, and other types of equipment for the transmission or receipt of such signals, telecommunication towers or similar structures supporting said equipment, equipment buildings, parking area, and other accessory development.

"Telecommunication facility, co-located" means a telecommunication facility comprised of a single telecommunication tower or building supporting one (1) or more antennas, dishes, or similar devices owned or used by more than one (1) public or private entity.

"Telecommunication facility, commercial" means a telecommunication facility that is operated primarily for a business purpose or purposes.

"Telecommunication facility, concealed" means (1) an antenna that a casual observer would consider it a part of the structure to which it is attached or made a part of, or (2) an antennae and tower structure that is camouflaged to blend into the surroundings (e.g., camouflaged trees).

"Telecommunication facility, multiple user" means a telecommunication facility comprised of multiple telecommunication towers or buildings supporting one (1) or more antennas owned or used by more than

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one (1) public or private entity, excluding research and development industries with antennas to serve internal uses only.

"Telecommunications facility, noncommercial" means a telecommunication facility that is operated solely for a non-business purpose.

"Telecommunication facility, unconcealed" means an antenna mounted on a tower or mounted on the ground.

"Telecommunications tower" means a mast, pole, monopole, guyed tower, lattice tower, free-standing tower, or other structure designed and primarily used to support antennas. A ground or building mounted mast greater than ten (10) feet tall and six (6) inches in diameter supporting one (1) or more antenna, dishes arrays, etc. shall be considered a telecommunications tower.

"Temporary sign" means a sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard, plywood or other light material, with or without frames, intended for display during a limited period of time.

"Tract of record" means an individual parcel of land, irrespective of ownership, that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the County Clerk and Recorder's office. (Source: 76-3-103(17)(a), MCA)

"Traffic impact analysis" means a written report that documents the traffic impacts and consequences of a proposed development project. Typical components would address each of the following: (1) existing conditions, (2) on-site traffic circulation (3) impacts on public roads; and (4) recommendations/alternatives to alleviate identified impacts.

"Transit shelter sign" means an off-premise sign painted on or posted within a transit shelter.

"Tree" means a self-supporting woody plant that characteristically grows to a minimum height of fifteen (15) feet at maturity and has a trunk which can be maintained over five (5) feet of clear wood.

"Tree, protected" means a tree on public property that may be threatened with removal or damage during a construction project.

(Ord. 2950, 2007)

"Tree, significant" means a tree that is six (6) inches or larger in trunk diameter when measured at one (1) foot above the ground.

(Ord. 2950, 2007)

"Turf or turfgrass" means hybridized grasses, that when regularly mowed characteristically forms a dense growth of leaf blades and roots.

U

"Uniformity ratio" means the ratio of average illumination to minimum illumination within a given area.

"Use by right" See: land use, permitted by right.

"Utility installation" means a place, building and/or structure, or portion thereof, whether public or private, that is used or is intended for providing basic infrastructure or utility services generally having moderate to high impact on neighboring property. The term includes pipeline pumping stations, sewage treatment plants, electrical substations, water towers and the like. It does not include public water system wells, sewer lift stations, irrigation ditches, or linear electric, communications or natural gas utilities, and the like.

"Utility runway" means runway that is constructed for and intended to be used by propeller-driven aircraft of twelve thousand five hundred (12,500) pounds maximum gross weight and less.

V

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"Variance" means a grant of relief from the strict application of a rule or regulation that would permit development in a manner otherwise prohibited.

"Vehicle fuel sales" means a place and/or building, or portion thereof, that is used or is intended for the retail sale of gasoline, kerosene, diesel, or other petroleum-based motor fuels. The term includes the sale of convenience foods and goods, provided it is ancillary to the sale of fuels, and light maintenance activities, such as engine tune-ups, lubrication, minor repairs, and the like.

"Vehicle repair" means a place and/or building, or portion thereof, that is used or is intended for maintenance, service, and repair of vehicles. Typical services include transmission repair, body work and painting, brake repair, vehicle upholstery, tire shop, engine repair and overhauls, and similar activities.

"Vehicle sales and rental" means a place and/or building, or portion thereof, that is used or is intended for buying, selling, exchanging, taking for consignment, renting, or leasing new or used vehicles, including cars, light trucks, snowmobiles, motorcycles, all-terrain vehicles (ATVs), recreational vehicles, personal water craft.

"Vehicle services" means a place and/or building, or portion thereof, that is used or is intended for servicing vehicles where they typically are not left overnight. Examples include quick lube/oil change, car washes, tire stores, vehicle cleaning including cleaning, washing, polishing, waxing, or similar activities.

"Vehicular use area" means those areas of a lot used for vehicle circulation and parking, including loading berths, parking lots, service drives, internal roads, and the like.

"Vendor cart" means a small non-motorized vehicle equipped with all necessary appurtenances to prepare and serve a limited menu and beverages.

"Veterinary clinic" means a place and/or building, or portion thereof, that is used or is intended for the medical care of animals. A veterinary clinic may include office space, medical labs, appurtenant facilities, and kennels and/or enclosures for animals under the immediate medical care of a veterinarian. The term includes pet clinics, dog and cat hospitals, animal hospitals, and the like.

"Veterinary clinic, large animal" means a veterinary clinic that specializes in the care and treatment of large animals and livestock.

"Veterinary clinic, small animal" means a veterinary clinic that specializes in the care and treatment of small animals including dogs, cats, birds, and other small domesticated and semi-domesticated animals.

"Vicinity map" means a map that shows the location of a proposed project relative to other parcels and roads in the area.

"Visual runway" means a runway intended solely for the operation of aircraft using visual approach procedures.

W

"Wall sign" means a sign attached to the wall of a building or structure with the exposed face of the sign in a plane parallel to the plane of the wall. Wall signs include signs painted on awnings and the exterior walls of buildings.

"Warehouse" means a place and/or building, or portion thereof, that is used or is intended for the storage of goods and materials, for wholesale sales, temporary storage, and distribution. The term includes moving and storage facilities. The term does not include fuel tank farms.

"Water quality volume (WQ_v)" means the storage needed to capture and treat ninety (90) percent of the average annual stormwater runoff volume. Numerically (WQ_v) will vary as a function of long term rainfall statistical data.

"Water right" means a legal right to use water that is protected under Montana law.

"Waterbody" includes rivers, streams, creeks, irrigation ditches, lakes, and ponds, both natural and man-made.

"Wind-powered electricity systems" means

"Small wind-powered electricity systems" have a rated capacity of up to and including one hundred (100) kilowatts (kW) and are incidental and subordinate to a permitted use on the same parcel. A system is

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considered a small wind-powered electricity system only if it supplies electrical power solely for on-site use, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company as may be governed by applicable state statutes.

"Large wind-powered electricity systems" have a rated capacity of over one hundred (100) kilowatts (kW) and are intended to produce electricity for use on-site and/or sale to a rate regulated utility company or other off-site provider of electric power. Such systems may also be termed as "commercial wind-powered electricity systems".

"Tower Height" means the vertical measurement from the base of the tower to the top of the tower itself or the tip of the highest piece of equipment attached thereto. In the case of building-mounted towers the height of the tower does not include the height of the building on which it is mounted.

"Wetland" means those ecological entities so defined by the current edition of the "Federal Manual for Identifying and Delineating Wetlands".

"Wildland fire" means an unplanned and uncontrolled fire spreading through vegetation that may also consume structures or other improvements as well.

"Window sign" means a sign affixed to a window.

"Worship facility" means a place and/or building, or portion thereof, that has tax-exempt status and that is used or is intended as a place where people can regularly assemble for religious worship and associated activities. The term includes sanctuaries, chapels, cathedrals, churches, synagogues, and temples and other onsite accessory buildings such as parsonages, friaries, convents, fellowship halls, Sunday schools, rectories, and day care centers within the same structure. The term does not include, community recreation facilities, dormitories, private educational facilities, emergency shelters, health care facilities, and the like.

(Ord. 2950, 2007)

"Written or in writing" means any representation of words, letters, drawings, graphics, or pictures.

Y

"Yard" means the area on the same lot with a building, that is unoccupied and unobstructed from the ground upward, except by trees or shrubbery or as otherwise provided herein.

"Yard, front" means a yard that extends across the front of a lot between the side lot lines from the front line of the building (excluding the front steps) to the front lot line.

"Yard, rear" means a yard that extends across the rear of a lot between the side lot lines from the rear line of the building (excluding steps) to the rear lot line.

"Yard, side" means a yard that extends from the side line of the building (excluding steps) to the side lot line between the front and rear yards.

"Year" means a calendar year.

Z

"Zoning district" means a geographic area as delineated on the zoning map that identifies a base zoning district.

"Zoning permit" means a permit that is issued prior to the issuance of a building permit to ensure that the proposed use is consistent with the allowable uses within the district in which it is to be located.

(Ord. 3249, 2022; Ord. No. 3034, §§ 2, 4, 7-21-2009; Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012; Ord. No. 3102, § 3(Attach. A), 3-5-2013)

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17.20.3.060 Certain land uses shown as permitted may be a conditional use.

A permitted land use (as shown in Exhibit 20-1, 20-2, 20-3) that emits air contaminants or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance.

Exhibit 20-1. Principal Uses by District

Use	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	GFIA	I-1	I-2	Special Standards
Agricultural Uses																				
Agriculture, horticulture, nursery	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	17.20.6.005
<u>Marijuana cultivation</u>																		<u>C</u>	<u>P</u>	
Residential Uses																				
Mobile home/park	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	17.20.6.010
Residence, single-family detached	P	P	P	P	P	P	-	P	-	-	-	P	P	P	-	-	-	-	-	
Residence, zero lot line	-	-	P	P	P	P	-	-	-	-	-	P	P	P	-	-	-	-	-	17.20.6.020
Residence, two-family	-	C	C	P	P	C	-	P	-	-	-	P	P	P	-	-	-	-	-	
Residence, multi-family	-	-	-	P	P	C	-	P	-	-	P	P	P	P	-	-	-	-	-	17.20.6.040
Residence, townhouse	-	C	C	P	P	C	-	-	-	-	-	P	P	P	-	-	-	-	-	17.20.6.050
Residence, manufactured/factory-built	P	P	P	P	P	P	-	P	-	-	-	P	P	P	-	-	-	-	-	17.20.6.060
Retirement home	-	C	C	P	P	C	-	P	-	-	P	P	P	P	-	-	-	-	-	
Special Care Facilities																				
Community residential facility, type I	P	P	P	P	P	P	-	-	-	-	-	P	P	P	-	-	-	-	-	
Community residential facility, type II	C	C	C	P	P	P	-	-	-	-	-	-	C	C	-	-	-	-	-	
Day care center	C	C	C	C	C	C	-	P	P	-	P	P	P	P	P	-	-	-	-	
Emergency shelter	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	-	-	-	-	
Family day care home	P	P	P	P	P	P	-	P	-	-	C	P	P	P	-	-	-	-	-	
Group day care home	P	P	P	P	P	P	-	P	-	-	C	P	P	P	-	-	-	-	-	
Nursing home	-	-	C	C	C	C	-	P	C	-	P	P	P	P	P	-	-	-	-	
Overnight Accommodations																				
Campground	-	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	P	-	-	17.20.6.070
Hotel/motel	-	-	-	-	-	-	-	P	P	P	P	C	P	P	-	-	P	-	-	
Food and Beverage Sales																				
Micro-brewery	-	-	-	-	-	-	-	-	P	-	P	C	C	C	-	-	P	P	-	17.20.6.080
Restaurant	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	17.20.6.080
Tavern	-	-	-	-	-	-	-	P	P	P	P	C	C	C	-	-	P	P	P	17.20.6.080
General Sales																				
Agriculture sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Auction sales	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	P	P	P	
Construction materials sales	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	P	
Convenience sales	C	-	-	-	-	-	-	P	P	P	P	C	-	-	-	-	P	P	P	
General sales	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	

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Manufactured housing sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Marijuana dispensary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<u>P</u>	<u>P</u>	
Off-site liquor sales	-	-	-	-	-	-	-	P	P	P	P	C	C	C	-	-	P	P	P	
Secondhand sales	-	-	-	-	-	-	-	P	P	-	P	P	-	-	-	-	P	P	P	
Shopping center	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	-	P	P	P	
General Services																				
Administrative services	-	-	-	-	-	-	-	P	P	P	P	P	P	P	C	-	P	-	-	
Commercial kennel	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	-	17.20.6.090
Financial services	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	-	-	
Funeral home	-	-	-	-	-	-	-	P	P	-	P	C	P	P	-	-	-	-	-	
General services	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	
Professional services	-	-	-	-	-	C	C	-	P	P	-	P	P	P	P	-	-	P	-	
Sexually-oriented business	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	17.20.6.100
Veterinary clinic, large animal	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	P	P	P	
Veterinary clinic, small animal	-	-	-	-	-	-	-	C	P	-	-	-	P	P	-	-	P	P	P	17.20.6.110
Rental and General Repair																				
Large equipment rental	-	-	-	-	-	-	-	-	C	C	-	-	-	-	-	-	P	P	P	
Small equipment rental	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	P	P	P	
General repair	-	-	-	-	-	-	-	P	P	-	P	P	-	-	-	-	P	P	P	
Vehicle Trade and Service																				
Vehicle fuel sales	-	-	-	-	-	-	-	C	P	P	P	P	-	-	-	-	P	P	-	
Vehicle repair	-	-	-	-	-	-	-	-	P	P	C	P	-	-	-	-	P	P	-	17.20.6.120
Vehicle sales and rental	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	P	P	-	
Vehicle services	-	-	-	-	-	-	-	C	P	P	P	P	C	P	-	-	P	P	-	
General Storage																				
Agricultural commodity storage facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Climate controlled indoor storage	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	
Fuel tank farm	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	
Marijuana transporter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<u>P</u>	<u>P</u>	
Mini-storage facility	-	-	-	-	-	-	-	-	-	C	-	-	-	C	-	-	P	P	P	17.20.6.130
Freight terminal	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	P	P	P	
Warehouse	-	-	-	-	-	-	-	-	-	C	-	-	-	C	-	-	P	P	P	
Indoor Recreation/Sports/Entertainment																				
Casino, type I	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	P	P	P	17.20.6.140
Casino, type II	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	P	P	17.20.6.150
Indoor entertainment	-	-	-	-	-	-	-	-	P	-	P	C	C	C	C	-	P	-	-	
Indoor sports and recreation	-	-	-	-	-	-	-	-	P	-	P	C	C	C	C	C	P	P	-	
Outdoor Recreation/Sports/Entertainment																				
Golf course/driving range	C	C	C	C	C	-	-	-	-	-	-	-	-	-	-	P	P	-	-	
Miniature golf	-	-	-	-	-	-	-	-	P	C	-	-	-	C	-	-	P	C	-	
Outdoor entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	P	C	-	

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Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreational trail	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Community Services/Uses																				
Administrative governmental center	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	C	P	-	-	
Animal shelter	-	-	-	-	-	-	-	-	C	C	-	-	C	C	C	-	P	P	-	17.20.6.160
Cemetery	C	C	C	C	C	C	C	-	-	-	-	-	-	-	P	P	P	-	-	17.20.6.170
Civic use facility	C	C	C	C	C	C	C	-	P	-	P	P	P	P	P	C	-	-	-	
Community center	C	C	C	C	C	C	C	C	P	-	P	P	P	P	P	C	-	-	-	
Community cultural facility	C	C	C	C	C	C	C	P	P	-	P	P	P	P	P	C	-	-	-	
Community garden	P	P	P	P	P	P	P	C	C	C	C	P	P	P	P	P	P	C	C	17.20.6.175
Public safety facility	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	-	P	P	-	
Worship facility	C	C	C	C	C	C	C	P	P	-	C	P	P	P	P	-	P	-	-	17.20.6.180
Health Care																				
Health care clinic	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P	-	-	-	-	
Health care facility	-	-	-	-	-	-	-	-	P	-	P	P	C	C	P	-	-	-	-	
Health care sales and services	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P	-	-	-	-	
Education																				
Commercial education facility	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	-	
Educational facility (K—12)	C	C	C	C	C	C	C	C	-	-	-	C	C	C	P	-	-	-	-	17.20.6.200
Educational facility (higher education)	-	-	-	-	-	-	-	C	C	-	-	C	C	C	P	-	P	-	-	
Instructional facility	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	-	
Solid Waste, Recycling and Composting																				
Composting facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.210
Recycling center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.220
Solid waste transfer station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.230
Telecommunications																				
Amateur radio station	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	17.20.6.240
Telecommunication facility																				17.20.6.250
Concealed facility	C	C	C	C	C	C	C	P	P	P	P	C	P	P	P	C	P	P	P	
Unconcealed facility	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	C	P	P	P	
Co-located facility	-	-	-	-	-	-	-	P	P	P	P	C	C	C	C	C	P	P	P	
Utilities																				
Utility installation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	
Transportation																				
Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	
Bus transit terminal	-	-	-	-	-	-	-	-	P	P	P	-	C	C	C	-	P	P	-	
Heli-pad	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	P	P	P	17.20.6.260
Parking lot, principal use	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	P	
Parking structure	-	-	-	-	-	-	-	-	P	-	P	P	P	P	P	P	-	P	P	
Railroad yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Taxi cab dispatch terminal	-	-	-	-	-	-	-	-	P	P	P	-	P	P	-	-	P	P	-	
Contractor Yards																				
Contractor yard, type I	C	-	-	-	-	-	-	-	C	-	-	-	P	P	-	-	P	P	-	17.20.6.270

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Contractor yard, type II	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	P	P	P	17.20.6.280
Industrial/Manufacturing																					
Artisan shop	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	-	P	P	-	
Industrial, heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	
Industrial, light	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Industrial park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.290
Light manufacturing and assembly	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	17.20.6.300
<u>Marijuana manufacturing</u>																				<u>P</u>	
<u>Marijuana testing laboratory</u>																			<u>P</u>	<u>P</u>	
Motor vehicle graveyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	17.20.6.310
Motor vehicle wrecking facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	17.20.6.320

- The use is not permitted in the district

C The use is allowed through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate

(Ord. 3249, 2022; Ord. No. 3056, ~~§ 1, 8-17-2010~~; Ord. No. 3068, ~~§ 2, 4-5-2011~~; Ord. No. 3087, ~~§ 1(Exh. A), 6-19-2012, eff. 7-19-2012~~; Ord. 3166, 2017; Ord. 3221, 2020)

Exhibit 20-2. Accessory uses by district

Use	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	GFIA	I-1	I-2	Special Standards
Accessory living space	P	P	P	P	P	P	-	P	P	P	P	P	P	P	P	-	-	-	-	17.20.7.010
Agriculture, livestock	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	17.20.7.080
ATM, exterior	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	17.20.7.020
Bed and breakfast	C	C	C	C	C	C	-	C	-	-	-	P	P	P	-	-	-	-	-	17.20.7.030
Fences	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	17.20.7.040
Gaming, accessory	-	-	-	-	-	-	-	-	P	P	P	-	-	P	-	-	P	P	P	17.20.7.050
Garage, private	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	P	P	P	17.20.7.060
Home occupation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	P	P	17.20.7.070
Private stable/barn	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	17.20.7.080
Residence, accessory	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	17.20.7.085
Roadside farmer's market	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17.20.7.090

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Storage containers	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	P	17.20.7.100
Wind-powered electricity systems	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	17.20.7.110

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 7 of this chapter, as appropriate

(Ord. 3249, 2022; Ord. No. 3034, § 1, 7-21-2009; Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

Exhibit 20-3. Temporary uses by district (see 17.20.8.010 for Special Standards)

Use	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	GFIA	I-1	I-2	Special Standards
Garage sales	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	P	P	17.20.8.015
Itinerant outdoor sales	-	-	-	-	-	-	-	-	P	P	-	-	-	P	-	-	C	C	-	17.20.8.020
On-site construction office	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	17.20.8.030
On-site real estate sales office	P	P	P	P	P	P	-	-	-	-	-	-	P	P	-	-	-	-	-	17.20.8.040
Outdoor entertainment, temporary	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P	P	P	P	P	
Sidewalk café	-	-	-	-	-	-	-	P	P	-	P	P	P	P	C	C	-	-	-	17.20.8.050
Sidewalk food vendor	-	-	-	-	-	-	-	-	P	-	P	P	P	P	P	P	-	-	-	17.20.8.060

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 8 of this chapter, as appropriate

(Ord. 3249, 2022; Ord. No. 3056, § 1, 8-17-2010; Ord. 3221, 2020)

17.20.3.070 Prohibited land uses.

No use of land shall be permitted by right or conditionally permitted within the City of Great Falls that is in violation of federal, state or local law, except for land uses relating to activities licensed by the Montana Department of Revenue under the Montana Marijuana Regulation and Taxation Act and identified as allowed in 17.20.3.010 and its accompanying exhibits.

(Ord. 3249, 2022; Ord. No. 3054, § 1, 6-1-2010)