



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
January 20, 2026  
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](mailto:commission@greatfallsmt.net). Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

**Meeting Decorum Statement**

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

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

## **PETITIONS AND COMMUNICATIONS**

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

1. Miscellaneous reports and announcements.

## **NEIGHBORHOOD COUNCILS**

2. Miscellaneous reports and announcements from Neighborhood Councils.

## **BOARDS AND COMMISSIONS**

3. Miscellaneous reports and announcements from Boards and Commissions.

## **CITY MANAGER**

4. Miscellaneous reports and announcements from City Manager.

## **CONSENT AGENDA**

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

5. Minutes, January 6, 2026, City Commission Meeting.
6. Total Expenditures of \$6,810,503 for the period of December 18, 2025 through December 31, 2025, to include claims over \$25,000, in the amount of \$6,305,319.
7. Contracts List.
8. Approve the cancellation of City of Great Falls checks that remain outstanding and unpaid for a period of one (1) year or longer as authorized by § 7-6-4303, MCA, and authorize redistribution to the General Fund and the Municipal Court Unclaimed Restitution Fund.
9. Approve Amendment No. 1 to the Memorandum of Agreements with the Montana Department of Transportation for the 9th St NW and Watson Coulee Rd. projects and authorize the City Manager to execute the agreement documents.
10. Approve the final payment for the Mansfield Theater Seating Project, in the amount of \$47,215.98 to Wadsworth Construction, and \$476.93 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments.
11. Approve the final payment for the 5th Street and 10th Avenue South Storm Drainage Crossing project in the amount of \$44,857.95. This comprises \$44,409.37 to Ed Boland Construction and \$448.58 to the State Miscellaneous Tax Fund and authorizes the City Manager to make the payments.
12. Approve the final payment for the South Great Falls Storm Drain Middle Basin project in the amount of \$86,306.84. This comprises \$85,443.77 to United Materials of Great Falls and \$863.07 to the State Miscellaneous Tax Fund and authorizes the City Manager to make the payments.

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

## PUBLIC HEARINGS

13. Business Improvement District (BID) FY 2026 Budget Amendment. *Action: Conduct a public hearing and approve or deny the budget amendment. (Presented by Kellie Pierce)*
14. Resolution 10611, Declaring Certain Property Located at 816 3rd Avenue South, Lot 005, Block 424, Great Falls Original Townsite, Cascade County, Montana 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. 10611. (Presented by Brock Cherry)*
15. Lease agreement of City owned property located at 410 16th Street SW in Community Hall Park with the Boys and Girls Club of Cascade County for a community garden program. *Action: Conduct a public hearing and approve or deny the lease agreement. (Presented by Bryan Lockerby)*
16. Resolution 10613, Establishing Great Falls Police Department Fingerprint Fees. *Action: Conduct a public hearing and adopt or deny Res. 10613. (Presented by Jeff Newton)*
17. Ordinance 3283, Amending Title 10, Chapters 9 and 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the administration and operation of the City's parking system; and Resolution 10612 establishing the rates, fees, and penalties associated with Title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City's Downtown Parking System. *Action: Vacate the public hearing set for January 20, 2026 and set or not set the joint public hearing for Ord. 3283 and Res. 10612 for February 3, 2026. (Presented by Brock Cherry)*

## OLD BUSINESS

### NEW BUSINESS

18. Annual Comprehensive Financial Report (ACFR) and Audit Reports, Fiscal Year 2025. *Action: Accept or deny the ACFR and Independent Auditor's Reports. (Presented by Melissa Kinzler)*

## ORDINANCES / RESOLUTIONS

### CITY COMMISSION

19. Appointment of Municipal Court Judge to fill the Department A vacancy. *Action: Appoint or not appoint a Judge for Department A to serve the unexpired portion of the term through December 31, 2027, at a beginning salary of \$119,859.75.*
20. Miscellaneous reports and announcements from the City Commission.
21. Commission Initiatives.

### ADJOURNMENT

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

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

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

# **JOURNAL OF COMMISSION PROCEEDINGS**

**January 6, 2026 -- Regular City Commission Meeting**

**Civic Center Commission Chambers, Room 206 -- Mayor Reeves Presiding**

## **CALL TO ORDER: 7:00 PM**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL/STAFF INTRODUCTIONS:**

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

Mayor Reeves welcomed newly elected Commissioner Casey Schreiner.

Also present were Deputy City Manager Jeremy Jones, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, Park and Recreation Interim Director Jessica Compton, Assistant Chief of Fire Prevention Mike McIntosh, City Attorney David Dennis, Police Chief Jeff Newton, and Deputy Clerk Darcy Dea.

Deputy City Manager Jones announced that City Manager Greg Doyon was attending a meeting with MAFB tonight.

## **AGENDA APPROVAL**

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

## **CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS**

Commissioner McKenney disclosed that he is a realtor and Agenda Item 18 is related to sale of City-owned property. However, there is no personal gain or loss, and he intends to participate.

## **MILITARY UPDATES**

### **1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM MALMSTROM AIR FORCE BASE (MAFB).**

**Colonel Stephen Meister**, Commander of the 341<sup>st</sup> Operations Group, made the following announcements:

**JOURNAL OF COMMISSION PROCEEDING****January 6, 2026**

- City Manager Greg Doyon and Colonel Voorhies are meeting with Lieutenant General Tabor, the Headquarters Air Force A8, and others tonight.
- The A8 is the strategic plans and programs directorate responsible for long-term resource allocation, future planning and budgeting for the entire Air Force and the ICBM mission and its requirements were discussed.
- November 4, 2025, General Thomas Bussiere relinquished command of Air Force Global Strike command to General S. L. Davis, who previously was the Department of the Air Force Inspector General.
- December 5, 2025, Admiral Rich Correll assumed command of U.S. Strategic command at Offutt Air Force Base as General Anthony Cotton retired after three decades of service.
- Admiral Correll's first trip after taking command was to MAFB, along with his senior enlisted leader, he toured key base facilities and the missile complex to include an active launch control center and a launch facility.
- Last year, MAFB supported 79 distinguished visitors and government officials including Governor Gianforte, Senators Daines and Sheehy, Representative Downing, Mayor Reeves, Commissioners Wilson and McKenney, among many others. These engagements all focus on both current Minuteman III operations and Sentinel modernization efforts.
- Most of the MAFB offices and facilities will be closed on January 19, 2026 in observance of Martin Luther King Jr. Day.
- Another round of Sentinel Town Hall meetings will be held in late March and early April. More details for specific dates and locations will be forthcoming.
- In November 2025, 20<sup>th</sup> Air Force awarded its first Air Medal to one of its aerial medical physician assistants. The Air Medal recognizes meritorious achievement or heroism during aerial flight, acknowledging performance beyond standard expectations. Major Collin Urbanowicz received that Air Medal for his role in saving a lost septuagenarian hiker. Major Urbanowicz was lowered into a canyon from a 40<sup>th</sup> helicopter squadron MH-139 Alpha Grey Wolf, that spotted the hiker using their infrared sensors. A change in weather made air extraction impossible, Major Urbanowicz stayed on the ground rendering aid overnight until he and the patient were successfully extracted by state and local agencies the next day. While this was the first successful search and rescue operation using the Grey Wolf helicopter, 2025 saw the 40<sup>th</sup> helicopter squadron conduct 14 such missions, totaling 54 flight hours and saving six lives. MAFB is very proud of its mission

## **JOURNAL OF COMMISSION PROCEEDING**

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partners in the helicopter group and MAFB's direct impact on the region's economy that was updated in 2025 was \$331 million annually, with an additional \$53.7 million in indirect jobs as a result of MAFB's presence here. MAFB is proud of its partnership with all local communities and particularly with the City.

Colonel Meister expressed appreciation to the City for all it does to support MAFB airmen, guardians and their families.

## **PETITIONS AND COMMUNICATIONS**

### **2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

**Art Taft**, City resident, commented that he is a member of the Park and Recreation Advisory Board and a new member to Neighborhood Council #1. However, he is expressing his personal opinions as a citizen and in no capacity espousing views or decisions of the Park and Recreation Department, its Advisory Board or Neighborhood Council #1.

Mr. Taft explained that when he looks over news articles and minutes of the City Commission, and reads the process of how monies were taken from the Park and Recreation budget to benefit a private entity leasing public property, he is shocked by how it went from a no paper trail, lip service agreement to being voted into reality in record time. Done so without the usual involvement of an Advisory Board, to encourage public participation, and act as a conduit to our city manager and elected officials. As stated in the Code of Ordinances Municode 2.11.020, the Park and Recreation Board shall advise the City Commission and the City Manager on all matters related to the Parks and Recreation program of the City, and exercise certain functions in regard to the disposition and acquisition of park land or facilities as set forth in Section 2.11.050, of which the Board shall review and prepare proposals, and make recommendations to the City Commission.

Mr. Taft opined that re-distribution of these funds will seriously affect city parks. He suggested walking back the distribution of monies, prioritizing what needs to be fixed, mark and secure questionable repair areas, and explore obtaining grants or fund the repairs over a few years. Mr. Taft concluded that there are more details that can be found in the November 4<sup>th</sup> and 11<sup>th</sup> Edition of *the Electric* at [www.theelectricgf.com](http://www.theelectricgf.com).

## **NEIGHBORHOOD COUNCILS**

### **3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

## **BOARDS AND COMMISSIONS**

### **4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

## **JOURNAL OF COMMISSION PROCEEDING**

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None.

#### **5. APPOINTMENTS TO THE PARK AND RECREATION BOARD.**

Mayor Reeves reported that Anne Schmidt and Kevin Angland were appointed to the Park and Recreation Advisory Board in January 2023 for a three-year term through December 31, 2025. After completing their term both are stepping down from the board. The City advertised for citizen interest in accordance with Resolution 10524 and received four applications. Citizens interested in serving on the Board are Victoria Hunt, Valerie Scheevel, Shandi Jones and Kim O'Haire.

The Park and Recreation Advisory Board met on December 8, 2025, and recommended the City Commission appoint Victoria Hunt and Valerie Scheevel for three-year terms through December 31, 2028.

**Commissioner Wilson moved, seconded by Commissioner McKenney, that the City Commission appoint Victoria Hunt and Valerie Scheevel to the Park and Recreation Board for three-year terms through December 31, 2028.**

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

Commissioner Tryon commented that all the applicants were qualified; however, he supports the recommendation of the Park and Recreation Advisory Board.

Commissioner McKenney concurred with Commissioner Tryon's comments.

With no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

#### **6. APPOINTMENTS TO THE REGIONAL AIRPORT AUTHORITY BOARD.**

Mayor Reeves reported that Richard Gibbs was appointed to the Airport Board on January 21, 2020 for his first three-year term and reappointed on December 6, 2022 for a second three-year term through December 31, 2025. After completing two full terms he is stepping down from the Board. Elizabeth Whiting was appointed on June 18, 2024, to fill the remaining term for Jordan Husted through December 31, 2025. Ms. Whiting is interested in serving an additional term. City staff advertised for citizen interest through the normal process and received two applications.

Applicants for consideration are Elizabeth (Liz) Whiting, Ryan Villines and Debra Evans. Interviews were conducted by the City Commission during a Special Work Session on January 6, 2026 at 4:30 p.m.

**Commissioner Wilson moved, seconded by Commissioner Schreiner, that the City**

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**Commission appoint Elizabeth Whiting and Debra Evans to the Great Falls Regional Airport Authority Board for three-year terms through December 31, 2028.**

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

Commissioner Tryon commented that all three candidates were excellent and qualified. He will support the motion; however, he encouraged Mr. Villines to serve on another board.

Commissioner Wilson commented that she appreciates Mr. Villines's energy and looks forward to him applying for another board.

With no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

### **7. REAPPOINTMENT TO THE MANSFIELD CENTER FOR THE PERFORMING ARTS ADVISORY BOARD.**

Mayor Reeves reported that terms for Board members Grant Harville, Benjamin Nelson and Amanda Brumwell are set to expire on December 31, 2025. Mr. Harville has moved from Great Falls and due to work conflicts, Mr. Nelson is not able to serve another term. Ms. Brumwell is interested and eligible to serve an additional term. Her application is included with this report for consideration for reappointment. The City advertised for other citizen interest and received an application from London Griffith. Gina Winters also resigned from the Board on November 24, 2025.

During a Board meeting on December 19<sup>th</sup> members approved the motion to recommend Ms. Brumwell for reappointment but decided to hold off on deciding on Ms. Griffith until the other members were available to consider her application. This will be added to the next Mansfield Board meeting on January 16, 2026.

Staff will continue to advertise to fill the remaining vacancies on the Board in the meantime.

**Commissioner Wilson moved, seconded by Commissioner McKenney, that the City Commission reappoint Amanda Brumwell to the Mansfield Center for the Performing Arts Advisory Board for a three-year term through December 31, 2028.**

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

Mayor Reeves inquired why Ms. Griffith would not be appointed tonight since there are two qualified candidates.

Commissioner Tryon inquired about amending the main motion to appoint Ms. Brumwell and Ms. Griffith to the Mansfield Center for the Performing Arts Advisory Board.

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City Attorney David Dennis suggested amending the motion or by Commission consensus, the main motion could be withdrawn.

**Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission reappoint Amanda Brumwell and appoint London Griffith to the Mansfield Center for the Performing Arts Advisory Board for a three-year term through December 31, 2028.**

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

## **CITY MANAGER**

### **8. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Deputy City Manager Jeremy Jones explained that even though the City was aggressive regarding advertising the changes to fireworks, there needs to be more education because some individuals were not aware of the new ordinance or that it had already gone into effect.

Deputy City Manager Jones highlighted the following:

- December 31, 2025 to January 1, 2026, the Police Department received 265 total calls for service that included disturbances, DUI's, and traffic stops. Additional officers were brought in to handle the call volume. Out of the 16 fireworks calls, three people were given warnings and no citations were issued. Education was used for those who did not know about the new fireworks ordinance.
- December 31, 2025 to January 1, 2026, the Fire Departments responded to 12 calls for service that included one structure fire caused by fireworks, nine medical calls, 1 Motor Vehicle Accident (MVA) and one disturbance. Assistant Chief of Operations Virts and Assistant Chief of Support Services Schmidt drove around in SUVs in the evening on December 31<sup>st</sup> to provide a proactive presence on the streets.
- The Public Works Department is in preliminary discussions with an engineering firm for design scope and pond parameters.
- Planning and Community Development is hosting its open houses next week for the Growth Policy first draft and public comments will be accepted online. The Department will be closed from 1:00 p.m. to 5:00 p.m. on January 14, 2026 for staff training.

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- Park and Recreation is receiving public responses for mini polls for their Fee Study and Cost Reallocation Plan performed by Matrix Group. The department is on poll two of five, and the first poll received over 2,000 responses.
- Long-term employees Brian Wendt from Parks and Ken Permann from Forestry retired from the Park and Recreation Department.
- The Christmas tree recycling will continue until January 9, 2026 at Meadowlark Park and Americans Little League parking lot.
- Early registration has started for the 46<sup>th</sup> Annual Ice Breaker Road Race scheduled for April 26, 2026.
- Information Technology GIS Coordinator Aaron Vaughn recently earned his Geographic Information Systems Professional (GISP) certification endorsed by Esri and administered by the GIS Certification Institute. Mr. Vaughn is one of 6,000 GISP-certified professionals worldwide to earn this certification.

### **CONSENT AGENDA**

- 9.** Minutes, December 16, 2025, City Commission Meeting.
- 10.** Total Expenditures of \$4,978,535 for the period of November 27, 2025, through December 17, 2025, to include claims over \$25,000, in the amount of \$4,135,563.
- 11.** Contracts List
- 12.** Grants List.
- 13.** Adopt Resolution 10614, amending Resolution No. 10605, adopted October 21, 2025, relating to the issuance of a \$2,000,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), to reflect a loan closing date in 2026.
- 14.** Set a public hearing for Business Improvement District (BID) FY2026 Budget Amendment for January 20, 2026.
- 15.** Set a public hearing to consider a lease agreement of City owned property at 410 16<sup>th</sup> Street SW located in Community Hall Park with Boys and Girls Club of Cascade County for January 20, 2026.
- 16.** Set a public hearing on Resolution 10613 to establish Great Falls Police Department Fingerprint Fees for January 20, 2026.
- 17.** Approve the Housing and Urban Development Funding Agreements for Program Year 2025 including the Community Development Block Grant Award Agreement for

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\$761,417 and the HOME Investment Partnerships Act Award Agreement for \$226,142.86 and authorize the City Manager to execute the agreements.

**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. Hearing none, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Deputy City Manager Jones reported that Agenda Item 11A addresses the storm main utility easement that has been a work in progress and a collaborative effort between private landowners and the City for many years. This easement is a major win for the development community. Stormwater is one of the biggest issues new developers and the City deal with when it comes to identifying new development opportunities. This easement will provide legal permission for City-owned stormwater infrastructure to convey stormwater to a location that is identified as a future regional stormwater pond. This regional pond is intended to facilitate regional stormwater treatment and storage for the development basin north of the City that consists of roughly 1,000 acres. In addition to current development, this pond could potentially support adding new housing development as well. Kudos go out to Nathaniel and Maxima Cox, Shawna Rothwell, Leanne Bailly, and staff for their collaboration and efforts in obtaining this easement.

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

Motion carried 5-0.

## **PUBLIC HEARINGS**

### **18. SALE OF CITY-OWNED PROPERTY LOCATED AT 801 2<sup>ND</sup> AVENUE NORTH, FORMER COMMUNITY RECREATION CENTER.**

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

Park and Recreation Interim Director Jessica Compton reported that staff recommends that the Commission approve the sale of the City property at 801 2nd Avenue North, the former community recreation center, originally known as the DeMolay Youth Center. The City discontinued use of the property as a recreation center upon the opening of the Scheels Aim High Big Sky Aquatic and Recreation Center. The property is currently leased to Community Early Education Center LLC as a licensed childcare and recreation facility. The bid from EduCare Preschool & Child Care, Inc. was the only bid received.

Mayor Reeves inquired about the funding not being in place.

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City Attorney David Dennis responded that there is a timeframe in place for the applicant to obtain financing for the purchase of the property and oftentimes, those timeframes get extended.

Mayor Reeves asked if there were any comments from the public in support of the sale of City-owned property located at 801 2<sup>nd</sup> Avenue North, former Community Recreation Center. No one responded.

Mayor Reeves asked if there were any comments from the public in opposition to the sale of City-owned property located at 801 2<sup>nd</sup> Avenue North, former Community Recreation Center. No one responded.

Mayor Reeves closed the public hearing and asked the will of the Commission.

**Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission approve the sale of City-owned property located at 801 2<sup>nd</sup> Avenue North with EduCare Preschool and Child Care, Inc. for the purchase price of \$800,000, and authorize the City Manager to take all actions and execute all documents necessary to effectuate the sale.**

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

Commissioner Tryon inquired if the proceeds would go to offset the cash deficit for Scheels Aim High Big Sky Aquatic and Recreation Center (SAHBS).

Park and Recreation Interim Director Compton responded that the proceeds would go towards SAHBS and the deficit on the former community recreation center.

Commissioner Tryon received clarification that the main motion does not need to be amended if the financing does not come through for EduCare Preschool and Child Care within 30 days.

Commissioner McKenney suggested considering the option to use a realtor for any future sale of city property.

City Attorney Dennis responded that the Request for Proposals (RFP) and competitive bidding process would still have to happen.

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

Motion carried 5-0.

### **19. GREAT FALLS SADDLE CLUB LEASE OF CITY-OWNED PROPERTY LOCATED IN WADSWORTH PARK.**

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

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Park and Recreation Interim Director Jessica Compton reported that staff recommends that the Commission approve the lease of a portion of city land located in Wadsworth Park with the Great Falls Saddle Club. This has been a long-standing partnership that the City has had with the Saddle Club and is a unique portion of Wadsworth Park that if they were not able to operate it, Park and Rec would not be able to operate it. The Saddle Club is very responsive, pays its bills on time, works well with Park and Rec, and staff would like to continue this partnership.

Mayor Reeves asked if there were any comments from the public in support of the lease agreement of City-owned property located in Wadsworth Park with the Great Falls Saddle Club. No one responded.

Mayor Reeves asked if there were any comments from the public in opposition to the lease agreement of City-owned property located in Wadsworth Park with the Great Falls Saddle Club.

**Retired Army Captain Benjamin Cipriano**, 1029 Suburban Drive, mentioned that he lives just outside of Wadsworth Park off Wilkinson Lane and holds a degree in Recreation Resource Management from the University of Montana. Mr. Cipriano explained that he is opposed to the renewal of the current lease in its existing form and requested that the Commission reconsider its terms for the following reasons. In 1998, Resolution 8973 adopted the Wadsworth Park Master Plan and on page 24, under general approach to existing leases, the plan states that it is recommended that all existing leases continue in Wadsworth Park until the City is ready to begin actual, physical implementation of the Master Plan. The Plan goes on to emphasize that it is important to understand the conditions under which leases might be terminated. The Master Plan specifically recommends the Great Falls Saddle Club lease be reduced from 37 acres to seven acres and relocated to the northeast corner. The mission statement of the Master Plan envisions Wadsworth Park as a public park intended for use by all citizens. It further states that as a park develops, it is not appropriate for any single user group to occupy such a large proportion of the park as this limits access and opportunity for the public.

Currently, the only public entrance to Wadsworth Park is through the secondary entrance on Wilkinson Lane and the primary entrance was always intended to be constructed from Central Avenue. Under the current lease structure, the development of this planned entrance is not feasible, and it does not allow for the phased implementation of the Master Plan. With the potential construction of a new on-off ramp at 34<sup>th</sup> Avenue Northwest, Mr. Cipriano commented that he is concerned that continued reliance on the Wilkinson Lane entrance will create more traffic pressure on an already busy county road. He respectfully challenges the notion that there is no funding available for the physical implementation of the Master Plan. Implementation is already underway as demonstrated by the installation of new pit toilets, disc golf, boat launches and fishing piers.

Mr. Cipriano urged the Commission not to renew the lease in its current form and instead restructure the agreement in a way that it supports a phased, cooperative implementation of the Master Plan including construction of the planned Central Avenue entrance, while working collaboratively with the Great Falls Saddle Club.

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Mayor Reeves closed the public hearing and asked the will of the Commission.

**Commissioner Tryon moved that the City Commission not approve a lease agreement of City-owned property located in Wadsworth Park with the Great Falls Saddle Club.**

Motion Failed due to a lack of a second.

**Commissioner Tryon moved, seconded by Commissioner Wilson, that the City Commission approve a lease agreement of City-owned property located in Wadsworth Park with the Great Falls Saddle Club.**

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

Commissioner Wilson mentioned that this was brought before the Park and Recreation Advisory Board and they saw no problem with it.

Commissioner Tryon noted that Mr. Cipriano brought up a couple of good points that he was not aware of. Commissioner Tryon inquired about the Master Plan recommending that the 27 acres set aside in Wadsworth Park for the Great Falls Saddle Club being scaled back to seven acres.

Park and Recreation Interim Director Compton responded that part of the Park and Recreation Fee Study and Cost Reallocation Plan performed by Matrix Group is reviewing the Master Plan and making recommendations for the future. Some of the upgrades at Wadsworth Park have all been donated. Disc golf was donated by the Disc Golf Club, new docks were done with a grant through Fish, Wildlife and Parks, and new pavilions and pit toilets were donated by an independent donor. None of those things were funded through the Park and Recreation Department because it is unable to supply those costs and upgrades at this time.

Commissioner Tryon commented that the Commission could either approve a lease agreement, postpone this until another date to allow the Commission to review more information, or amend or withdraw the motion. He commented that he is inclined to postpone this until the Commission has more information.

Mayor Reeves explained that he would like to see this move forward. The Park and Recreation Advisory Board approved this, Park and Recreation Interim Director Compton made it clear that the City is unable to supply those costs and upgrades, and the Great Falls Saddle Club has been a good steward for the property.

Commissioner McKenney commented that he is inclined to approve the five-year agreement since both the City and lessee have the option to terminate the lease with 60-days notice. City staff will need to check into Mr. Cipriano's comments.

Commissioner Wilson concurred with Commissioner McKenney's comments.

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

Motion carried 5-0.

## **JOURNAL OF COMMISSION PROCEEDING**

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#### **OLD BUSINESS**

#### **NEW BUSINESS**

#### **ORDINANCES / RESOLUTIONS**

#### **CITY COMMISSION**

##### **20. APPOINTEMENT, MAYOR PRO-TEMPORE.**

Mayor Reeves reported that Article III, Section 3, of the City Charter sets forth that “The Mayor Pro-Tempore shall serve in the absence of the elected mayor. The City Commissioners shall elect from among themselves a Mayor Pro-Tempore no later than one month after taking office. The Mayor Pro-Tempore shall serve a term of two years, or until the City Commission has held an election. Any vacancy in this office shall be filled by a special election among the remaining City Commissioners. Any person elected to fill such a vacancy shall serve the remaining portion of the term in which the vacancy occurred.”

**Commissioner Tryon moved, seconded by Commissioner Wilson, that the City Commission appoint Commissioner Joe McKenney to serve as Mayor Pro-Tempore, effective immediately, for a two-year term or until the City Commission has held an election.**

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

Commissioner Tryon commented that he is proud to make this motion to appoint his friend and colleague, Joe McKenney, and he is the best fit for this position.

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

Motion carried 5-0.

##### **21. REVIEW OF COMMISSION LIAISONS AND APPOINTEES.**

Mayor Reeves reported that the Commission Liaisons for the following Advisory Boards are as follows:

- Board of Adjustment/Appeals - Commissioner Tryon.
- Regional Airport Authority – Commissioner Wilson.
- Business Improvement District (BID) – Commissioner McKenney.
- Conservation District – None.

## **JOURNAL OF COMMISSION PROCEEDING**

### **January 6, 2026**

- EMS Advisory Board – None.
- City-County Health Board – Commissioner Wilson.
- Historic Preservation Advisory Commission – Commissioner McKenney.
- Great Falls Housing Authority Board – None.
- Advisory Commission on International Relationships – Commissioner Wilson.
- Library Board of Trustees – Ex-Officio: Commissioner Wilson.
- Mansfield Center for the Performing Arts Advisory Board – Commissioner Schreiner.
- Park and Recreation Board – Commissioner Wilson.
- Parking Advisory Commission – None.
- City Planning Advisory Board/Zoning Commission – Mayor Reeves; however, Mayor Reeves will receive clarification whether he can attend those meetings at the Board Leadership Training on January 27, 2026.
- Police Commission – Commissioner Tryon.
- Tourism Business Improvement District (TBID) – Commissioner Schreiner.
- Transit District Board – Commissioner Wilson.
- Audit Committee – Mayor Reeves and Commissioner McKenney.
- Governing Board – Opioid Litigation Settlement – Commissioners Wilson and Tryon.
- Metro Region Governance Committee: Commissioners Wilson and Tryon.
- Growth Policy Steering Committee: Commissioner Tryon.
- Local Emergency Planning Committee (LEPC): Commissioner Wilson.
- Policy Coordinating Committee: Commissioner Wilson.

## **22. COMMISSION INITIATIVES.**

None.

## JOURNAL OF COMMISSION PROCEEDING

### January 6, 2026

#### 23. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM THE CITY COMMISSION.

Commissioner Schreiner announced he was a 2005 Alumni, “Go Bobcats”.

#### ADJOURNMENT

There being no further business to come before the Commission, **Mayor Reeves moved, seconded by Commissioner Tryon, to adjourn the regular meeting of January 6, 2026, at 7:50 p.m.**

Motion carried 5-0.

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Mayor Cory Reeves

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Deputy City Clerk Darcy Dea

Minutes Approved: January 20, 2026



Commission Meeting Date: January 20th, 2026  
**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	12/18/2025 - 12/31/2025	3,848,824.77
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	12/18/2025 - 12/31/2025	2,910,088.80
		SUB TOTAL: \$ 6,758,913.57
MUNICIPAL COURT CHECKS	12/18/2025 - 12/31/2025	51,589.01
		GRAND TOTAL: \$ 6,810,502.58

**GENERAL FUND**

**CITY COMMISSION**

CASCADE COUNTY ELECTIONS	MUNICIPAL ELECTIONS 2025	58,725.71
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**OTHER ADMIN**

CITY COUNTY HEALTH DEPT	SECOND HALF OF ANNUAL SUPPORT 2026	125,000.00
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**SPECIAL REVENUE FUNDS**

**COVID RECOVERY**

WADSWORTH BUILDERS CO	GFPD EVIDENCE EXPANSION PMT 21	143,240.72
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WADSWORTH BUILDERS CO	GFPD EVIDENCE EXPANSION PMT 22	211,094.43
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**CENTRAL MONTANA AG TECH PARK TID**

US BANK NATIONAL ASSOCIATION	DEBT SERVICE	48,300.00
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**EAST INDUSTRIAL TID**

GREAT FALLS AGRITECH PARK LLC	SEMI-ANNUAL PAYMENTS JAN 1 & JULY 1	249,344.92
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**DEBT SERVICE FUNDS**

**WEST BANK TID BONDS**

US BANK NATIONAL ASSOCIATION	DEBT SERVICE	49,737.50
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<b>DOWNTOWN TID BONDS</b>		
REBUILD GREAT FALLS	TIF REIMBURSE FACADE 718-726 1ST AVE N	50,000.00
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	70,912.50
<b>CAPITAL PROJECT FUNDS</b>		
<b>ENTERPRISE FUNDS</b>		
<b>WATER</b>		
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	320,600.00
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	274,300.00
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	131,175.00
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	86,286.16
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	319,287.50
<b>SEWER</b>		
PROSPECT CONSTRUCTION INC	LS1 REPAIRS & SUPLIMENTAL FM PMT 10	1,563,114.12
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	237,175.00
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	213,700.00
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	118,470.00
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	103,875.00
TD&H ENGINEERING	LS #1 REPAIRS FORCEMAIN PMT 41	56,041.53
<b>STORM DRAIN</b>		
ED BOLAND CONSTRUCTION INC	5TH ST DRAIN & 10TH AVE S PMT 3	297,232.32
GREAT WEST ENGINEERING INC	CENTRAL AVE 3RD ST DRAINAGE 3 & 4 PMT	36,874.75
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	150,700.00
GREAT WEST ENGINEERING INC	EAST GREAT FALLS STORM POND PMT 4	28,107.80
<b>SANITATION</b>		
KOIS BROTHERS	RESIDENTIAL SIDE LOADER UNIT #911	446,100.00
ENTERPRISE SALES	1.5YD,2YD,3YD & 8 YD REFUSE DUMPSTERS	51,595.00
<b>PARKING</b>		
STANDARD PARKING CORPORATION	NOVEMBER 2025 PARKING SERVICES FEES	38,482.92
<b>INTERNAL SERVICE FUNDS</b>		
<b>HEALTH &amp; BENEFITS</b>		
RXBENEFITS INC	C-05342 CAREMARK CLAIM	49,075.06

ASSET HEALTH INC	2025 BIOMETRIC WELLNESS SCREENINGS	44,966.21
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**TRUST AND AGENCY FUNDS**


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<b>COURT TRUST MUNICIPAL COURT</b>		
CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	30,811.40
<b>PAYROLL CLEARING</b>		
STATE TREASURER	MONTANA TAXES	53,252.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	57,524.03
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	86,399.77
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	177,952.80
US BANK	FEDERAL TAXES, FICA & MEDICARE	289,478.64

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**UTILITY BILLS**


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NORTHWESTERN ENERGY	ELECTRIC SUPPLY	36,386.06
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**CLAIMS OVER \$25,000 TOTAL:** \$ 6,305,318.85

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

**DATE: January 20, 2026**

**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**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
A	Park & Recreation	L'Heureax Page Werner PC (LPW Archicecture)	01/20/2026 – 05/31/2026	\$10,500 [Funded by Commission award of Park Maintenance District funds November 4, 2025, Agenda Item 14]	Professional Services Agreement to provide contract documents for the Voyager Stadium Box Seats Renovation Project, project management thru design and bidding, and coordination with design consultant; architecture drawings to include demolition plan, dimensioned seating plan, concrete details, specifications on drawings <b>OF 1862.0</b>
B	Public Works – Engineering	WithersRavenel	2026	\$42,494	Professional Services Agreement to develop an Asset Management Capital Lifecycle model and managed services for sequencing projects in the most cost- effective manner <b>OF 1857.0</b>

C	Public Works – Engineering	TD&H Engineering	2026-2028	\$68,850	Professional Services Agreement to provide mechanical, electrical, plumbing, structural and architectural consulting services for the replacement of the air handling systems serving the Great Falls Wastewater Treatment Plant Admin Building <b>OF 1842.0</b>
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Commission Meeting Date: January 20, 2026  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Cancellation of Outstanding and Unpaid Checks Over a Year Old

**From:** Great Falls Municipal Court

**Initiated By:** Generally Accepted Accounting Principles; MCA § 7-6-4303

**Presented By:** Morgan Medvec, Court Supervisor

**Action Requested:** Approve cancellation of outstanding and unpaid checks over a year old issued by City of Great Falls Municipal Court

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the cancellation of City of Great Falls checks that remain outstanding and unpaid for a period of one (1) year or longer as authorized by § 7-6-4303, MCA, and authorize redistribution to the General Fund and the Municipal Court Unclaimed Restitution Fund.”

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

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**Staff Recommendation:** Staff recommends that the City Commission approve the cancellation of checks that remain outstanding and unpaid for the period of one (1) year or longer.

**Background:** Section 7-6-4303, MCA, authorizes the City Commission to cancel municipal checks that have remained outstanding and unpaid for a period of one (1) year or longer. Attached is the required list of the instruments to be cancelled including the check number, date, amount, and payee. Great Falls Municipal Court sends out two separate letters with affidavits to the address on record for the payee. If no response is received, a request to cancel the checks is sent to the City Commission. If a payee comes forward any time after the checks are cancelled, the Municipal Court will generate a replacement check. All affidavits for replacement checks that have been returned to the City have had checks re-issued. The last time the City Commission approved the cancellation of checks issued by the Great Falls Municipal Court was January 21, 2025.

**Fiscal Impact:** The total amount of the checks that are written off (\$17,643.29) is placed in the General Fund miscellaneous revenue, unclaimed property with the State, and/or the Municipal Court Unclaimed Restitution Fund.

**Attachments:** List of 2024 Unclaimed and Unreturnable Restitution and Bonds

## Unclaimed and Unreturnable Restitution and Bonds

Type	Date Issued	Date 1st	Date 2nd	Last Name	First Name	Check No.	Restitution Check Amt.	Bond Check Amt.
Rest.	1/2/2024	7/8/2024	10/31/2024	Ferda	Payton David	45051	\$80.00	
Rest.	1/2/2024	7/8/2024	10/31/2024	Golden	Randle L	45053	\$4.57	
Rest.	1/2/2024	7/8/2024	10/31/2024	Grayhawk	Rachael Lynn	45054	\$50.00	
Rest.	1/2/2024	7/8/2024	10/31/2024	Peterson	Dawn Alisa	45066	\$100.00	
Rest.	1/17/2024	7/11/2024	10/31/2024	Defosse	Tia Marie	45099	\$16.67	
Rest.	1/17/2024	7/11/2024	10/31/2024	Mackenzie	Bambi Agre	45117	\$62.28	
Rest.	1/17/2024	7/11/2024	10/31/2024	Navarro	Alyssa	45121	\$25.00	
Rest.	1/17/2024	7/11/2024	10/31/2024	Owens	Emmalee Shaye	45125	\$70.00	
Rest.	1/17/2024	7/11/2024	10/31/2024	Rent-A-Center		45132	\$30.00	
Rest.	1/17/2024	7/11/2024	10/31/2024	Shopko		45140	\$38.00	
<b>Bond</b>	1/17/2024	7/11/2024	10/31/2024	Twiford	Jeremiah Lee	45150		\$1,170.00
<b>Refund</b>	1/31/2024	7/31/2024	10/31/2024	Bigknife	Jason Todd	45176		\$1.00
Rest.	2/1/2024	7/31/2024	10/31/2024	Aguilar	Jonathan Neil	45189	\$93.75	
Rest.	2/1/2024	7/31/2024	10/31/2024	Barnes and Noble		45194	\$8.33	
Rest.	2/1/2024	7/31/2024	11/1/2024	Defosse	Tia Marie	45207	\$16.66	
Rest.	2/1/2024	7/31/2024	11/1/2024	Jenks	Scott Allan K.	45220	\$1.75	
Rest.	2/1/2024	7/31/2024	11/1/2024	Lusnia	Keith	45225	\$100.00	
Rest.	2/1/2024	7/31/2024	11/1/2024	Peterson	Dawn Alisa	45232	\$100.00	
Rest.	2/16/2024	9/5/2024	12/31/2024	Adam	Sabrina Myree	45254	\$200.00	
<b>Refund</b>	2/16/2024	9/5/2024	12/31/2024	Birkoski	Brittany Lynn	45259		\$93.00
Rest.	2/16/2024	9/5/2024	12/31/2024	Buchanan	Andrew James	45260	\$41.98	
<b>Bond</b>	2/16/2024	9/5/2024	12/31/2024	Mattson	Eric	45273		\$135.00
Rest.	2/16/2024	9/5/2024	12/31/2024	Grayhawk	Rachael Lynn	45280	\$50.00	
Rest.	2/16/2024	9/5/2024	12/31/2024	Peres Food Basket		45300	\$19.00	
<b>Refund</b>	2/16/2024	9/5/2024	12/31/2024	Vazquez	Alvaro Mireles	45320		\$5.00
Rest.	2/16/2024	9/5/2024	12/31/2024	Winters	Sherie Ann	45327	\$50.00	
Rest.	2/29/2024	9/5/2024	12/31/2024	Barnes and Noble		45361	\$16.66	
Rest.	2/29/2024	9/5/2024	12/31/2024	Defosse	Tia Marie	45379	\$16.66	
Rest.	2/29/2024	9/5/2024	12/31/2024	Finch	John C	45382	\$1,500.00	
Rest.	2/29/2024	9/5/2024	12/31/2024	Lewis	Haily Jordanjean	45397	\$33.33	
Rest.	2/29/2024	9/5/2024	12/31/2024	Loaf N Jug		45398	\$50.00	
Rest.	2/29/2024	9/5/2024	12/31/2024	Mackenzie	Bambi Agre	45399	\$50.00	
Rest.	2/29/2024	9/5/2024	12/31/2024	Northside Laundry		45406	\$160.00	
Rest.	2/29/2024	9/5/2024	12/31/2024	Olson	Nathaniel Dee	45409	\$16.66	
Rest.	2/29/2024	9/5/2024	12/31/2024	Peterson	Dawn Alisa	45412	\$84.00	
Rest.	2/29/2024	9/5/2024	1/2/2025	Rent-A-Center		45413	\$16.70	
Rest.	2/29/2024	9/5/2024	1/2/2025	Severson	Kyton Jacob	45420	\$100.00	
Rest.	2/29/2024	9/5/2024	1/2/2025	Swan	Lillian	45425	\$70.00	
<b>Bond</b>	3/15/2024	9/5/2024	1/2/2025	Day	Cory James	45468		\$1,368.00
Rest.	3/15/2024	9/5/2024	1/2/2025	Frederick	Aaron Michael	45475	\$252.00	
Rest.	3/15/2024	9/5/2024	1/2/2025	Grayhawk	Rachael Lynn	45480	\$100.00	
<b>Bond</b>	3/15/2024	9/5/2024	1/2/2025	Mears	Mathias Raymond	45494		\$500.00
Rest.	3/29/2024	10/10/2024	1/2/2025	Deroche	Kiahna Rae	45544	\$100.00	
Rest.	3/29/2024	10/10/2024	1/2/2025	Gatzemeier	Jill	45550	\$50.00	
Rest.	3/29/2024	10/10/2024	1/2/2025	Grant	Whitney	45553	\$2,200.00	
Rest.	3/29/2024	10/10/2024	1/2/2025	Loaf N Jug		45568	\$50.00	
Rest.	3/29/2024	10/10/2024	1/2/2025	Mackenzie	Bambi Agre	45572	\$50.00	

## Unclaimed and Unreturnable Restitution and Bonds

Type	Date Issued	Date 1st	Date 2nd	Last Name	First Name	Check No.	Restitution Check Amt.	Bond Check Amt.
Rest.	3/29/2024	10/10/2024	1/2/2025	Rent-A-Center		45582	\$16.66	
Rest.	3/29/2024	10/10/2024	1/2/2025	Severson	Kyton Jacob	45588	\$100.00	
Rest.	3/29/2024	10/10/2024	1/2/2025	Wilkerson	Dina Marie	45605	\$33.33	
Rest.	4/16/2024	10/10/2024	1/2/2025	Anderson	Christian Luke	45610	\$10.11	
Rest.	4/16/2024	10/10/2024	1/2/2025	Buchanan	Andrew James	45617	\$50.00	
Rest.	4/16/2024	10/10/2024	1/2/2025	Grayhawk	Rachael Lynn	45643	\$50.00	
Rest.	4/16/2024	10/10/2024	1/2/2025	Lewis	Haily Jordanjean	45662	\$33.33	
Rest.	4/16/2024	10/10/2024	1/2/2025	Mackenzie	Bambi Agre	45665	\$183.72	
Rest.	4/16/2024	10/10/2024	1/2/2025	Pierre	Jason L	45677	\$9.00	
Rest.	4/16/2024	10/10/2024	1/2/2025	Rent-A-Center		45678	\$73.33	
Rest.	4/16/2024	10/10/2024	1/2/2025	Sams Club		45680	\$10.11	
Rest.	4/16/2024	10/10/2024	1/2/2025	Shopko		45687	\$10.11	
Rest.	4/16/2024	10/10/2024	1/2/2025	Wilkerson	Dina Marie	45709	\$33.33	
Rest.	4/30/2024	10/31/2024	2/10/2025	Bear(Baer)	Karis Rachelle	45716	\$10.00	
Rest.	4/30/2024	10/31/2024	2/10/2025	Becker	Joseph	45718	\$33.50	
Rest.	4/30/2024	10/31/2024	2/10/2025	Davies	Mark Wayne	45733	\$20.00	
Rest.	4/30/2024	10/31/2024	2/10/2025	Kanngiesser	Thomas Martin	45755	\$50.00	
Rest.	4/30/2024	10/31/2024	2/10/2025	Kriedeman	Logan Patrick	45759	\$50.00	
Rest.	4/30/2024	10/31/2024	2/10/2025	Loaf N Jug		45762	\$50.00	
Rest.	4/30/2024	10/31/2024	2/10/2025	Severson	Kyton Jacob	45781	\$100.00	
Rest.	4/30/2024	10/31/2024	2/10/2025	Walter	Francis Thomasina	45803	\$1.20	
Rest.	5/20/2024	1/3/2025	5/28/2025	Anderson	Christian Luke	45980	\$33.33	
Rest.	5/20/2024	1/3/2025	5/28/2025	Grayhawk	Rachael Lynn	46011	\$58.00	
Rest.	5/20/2024	1/3/2025	5/28/2025	Severson	Kyton Jacob	46041	\$100.00	
Rest.	5/20/2024	1/3/2025	5/28/2025	Wilkerson	Dina Marie	46054	\$33.33	
Rest.	5/31/2024	1/3/2025	5/28/2025	Altringer	Adam Joseph	46062	\$2.54	
Rest.	5/31/2024	1/3/2025	5/28/2025	Barnes and Noble		46063	\$17.28	
Rest.	5/31/2024	1/3/2025	5/28/2025	Buchanan	Andrew James	46068	\$50.00	
Rest.	5/31/2024	1/3/2025	5/28/2025	Kanngiesser	Thomas Martin	46400	\$1.34	
Rest.	5/31/2024	1/3/2025	5/28/2025	Kurth	Kieran	46103	\$50.00	
Rest.	5/31/2024	1/3/2025	5/28/2025	Lewis	Haily Jordanjean	46106	\$33.33	
Rest.	5/31/2024	1/3/2025	5/28/2025	Loaf N Jug		46107	\$50.00	
Rest.	6/17/2024	1/3/2025	5/28/2025	Anderson	Christian Luke	46151	\$12.50	
Rest.	6/17/2024	1/3/2025	5/28/2025	Davies	Mark Wayne	46172	\$7.58	
Rest.	6/17/2024	1/3/2025	5/28/2025	Motel 6		46194	\$50.00	
Rest.	6/17/2024	1/3/2025	5/28/2025	Sanders	Darin A	46209	\$22.75	
Rest.	6/17/2024	1/3/2025	5/28/2025	Severson	Kyton Jacob	46214	\$100.00	
Rest.	6/28/2024	1/3/2025	5/28/2025	Blood	Jayce Michael	46244	\$25.00	
Rest.	6/28/2024	1/3/2025	5/28/2025	Buchanan	Andrew James	46245	\$50.00	
Rest.	6/28/2024	1/3/2025	5/28/2025	Lewis	Haily Jordanjean	46275	\$33.33	
Rest.	6/28/2024	1/3/2025	5/28/2025	Lisa Cummerford	Estate of	46276	\$100.00	
Refund	6/28/2024	1/3/2025	5/28/2025	McCaoulou	Olaf Willard	46279		\$1.00
Rest.	7/16/2024	4/23/2025	10/31/2025	Anderson	Christian Luke	46309	\$12.50	
Rest.	7/16/2024	4/23/2025	10/31/2025	Barnes and Noble		46310	\$10.47	
Rest.	7/16/2024	4/23/2025	10/31/2025	Davies	Mark Wayne	46330	\$20.00	
Rest.	7/16/2024	4/23/2025	10/31/2025	Irvin	Zoe	46343	\$40.00	
Rest.	7/16/2024	4/23/2025	10/31/2025	Kriedeman	Logan Patrick	46347	\$25.00	

## Unclaimed and Unreturnable Restitution and Bonds

Type	Date Issued	Date 1st	Date 2nd	Last Name	First Name	Check No.	Restitution Check Amt.	Bond Check Amt.
Rest.	7/16/2024	4/23/2025	10/31/2025	Lane	Tristan Alexander	46349	\$55.29	
Rest.	7/16/2024	4/23/2025	10/31/2025	Lewis	Haily Jordanjean	46351	\$48.33	
Rest.	7/16/2024	4/23/2025	10/31/2025	Lisa Cummerford	Estate of	46352	\$100.00	
Rest.	7/16/2024	4/23/2025	10/31/2025	Severson	Kyton Jacob	46380	\$100.00	
Rest.	7/16/2024	4/23/2025	10/31/2025	Wilkerson	Dina Marie	46411	\$25.00	
Rest.	7/31/2024	4/23/2025	10/31/2025	Anderson	Christian Luke	46420	\$12.50	
Rest.	7/31/2024	4/23/2025	10/31/2025	Barnes and Noble		46421	\$33.67	
Rest.	7/31/2024	4/23/2025	10/31/2025	Blood	Jayce Michael	46424	\$25.00	
Rest.	7/31/2024	4/23/2025	10/31/2025	Hargrove	Thomas	46446	\$25.00	
Rest.	8/15/2024	4/23/2025	10/31/2025	Davies	Mark Wayne	46501	\$6.89	
Rest.	8/15/2024	4/23/2025	10/31/2025	Lewis	Haily Jordanjean	46519	\$50.00	
Rest.	8/15/2024	4/23/2025	10/31/2025	Lisa Cummerford	Estate of	46520	\$100.00	
<b>Bond</b>	8/15/2024	4/23/2025	10/31/2025	Toribio III	Pecina	46530		\$132.00
Rest.	8/15/2024	4/23/2025	10/31/2025	Shopko		46541	\$71.00	
Rest.	8/15/2024	4/23/2025	10/31/2025	Walter	Francis Thomasina	46561	\$3.32	
Rest.	8/15/2024	4/23/2025	10/31/2025	Wilkerson	Dina Marie	46563	\$50.00	
Rest.	8/30/2024	4/23/2025	10/31/2025	Blood	Jayce Michael	46571	\$25.00	
Rest.	8/30/2024	4/23/2025	10/31/2025	Buchanan	Andrew James	46572	\$50.00	
<b>Bond</b>	8/30/2024	4/23/2025	10/31/2025	Thoman	David	46585		\$135.00
Rest.	8/30/2024	4/23/2025	10/31/2025	Golden	Randle L	46591	\$3.94	
Rest.	8/30/2024	4/23/2025	10/31/2025	Loaf N Jug		46603	\$155.98	
<b>Bond</b>	8/30/2024	4/23/2025	10/31/2025	Leonel	Meza L. Manner	46604		\$1,000.00
Rest.	8/30/2024	4/23/2025	10/31/2025	Weideman	Regina Welter	46632	\$50.00	
Rest.	9/17/2024	4/23/2025	10/31/2025	Anderson	Christian Luke	46642	\$12.50	
Rest.	9/17/2024	4/23/2025	10/31/2025	Davies	Mark Wayne	46655	\$20.00	
Rest.	9/17/2024	4/23/2025	10/31/2025	Defosse	Tia Marie	46657	\$16.66	
Rest.	9/17/2024	4/23/2025	10/31/2025	Kriedeman	Logan Patrick	46669	\$50.00	
Rest.	9/17/2024	4/23/2025	10/31/2025	Sanders	Darin A	46693	\$20.00	
Rest.	9/17/2024	4/23/2025	10/31/2025	Severson	Kyton Jacob	46698	\$100.00	
Rest.	9/17/2024	4/23/2025	10/31/2025	Wilkerson	Dina Marie	46719	\$50.00	
Rest.	10/1/2024	4/23/2025	10/31/2025	Albertsons		46722	\$9.97	
Rest.	10/1/2024	4/23/2025	10/31/2025	Albertsons		46723	\$100.00	
Rest.	10/1/2024	4/23/2025	10/31/2025	Barnes and Noble		46724	\$5.11	
<b>Bond</b>	10/1/2024	4/23/2025	10/31/2025	Newville	Brittney Anne	46726		\$185.00
Rest.	10/1/2024	4/23/2025	10/31/2025	Buchanan	Andrew James	46727	\$34.22	
Rest.	10/1/2024	4/23/2025	10/31/2025	Golden	Randle L	46745	\$3.99	
<b>Bond</b>	10/1/2024	4/23/2025	10/31/2025	Babcock	Linnie Ann	46756		\$135.00
Rest.	10/1/2024	4/23/2025	10/31/2025	Soper	Tonya Lynn	46768	\$70.40	
Rest.	10/15/2024	4/23/2025	10/31/2025	Anderson	Christian Luke	46788	\$12.50	
Rest.	10/15/2024	4/23/2025	10/31/2025	Blood	Jayce Michael	46795	\$50.00	
Rest.	10/15/2024	4/23/2025	10/31/2025	Davies	Mark Wayne	46808	\$20.00	
Rest.	10/15/2024	4/23/2025	10/31/2025	Defosse	Tia Marie	46809	\$37.06	
Rest.	10/15/2024	4/23/2025	10/31/2025	Lahr	William S. Douglas	46825	\$56.06	
Rest.	10/15/2024	4/23/2025	10/31/2025	Riphenburg	Colter Christian	46842	\$50.00	
Rest.	10/15/2024	4/23/2025	10/31/2025	Sanders	Darin A	46845	\$20.00	
Rest.	10/15/2024	4/23/2025	10/31/2025	Severson	Kyton Jacob	46850	\$100.00	
Rest.	10/15/2024	4/23/2025	10/31/2025	Soper	Tonya Lynn	46853	\$70.40	

## Unclaimed and Unreturnable Restitution and Bonds

Type	Date Issued	Date 1st	Date 2nd	Last Name	First Name	Check No.	Restitution Check Amt.	Bond Check Amt.
Rest.	10/15/2024	4/23/2025	10/31/2025	Walmart 10th		46868	\$50.00	
Rest.	10/15/2024	4/23/2025	10/31/2025	Walmart 10th		46869	\$25.00	
Rest.	10/15/2024	4/23/2025	10/31/2025	Wilkerson	Dina Marie	46871	\$50.00	
<b>Refund</b>	10/23/2024	4/23/2025	10/31/2025	Berkery	Daniel Joseph	46873		\$4.00
<b>Bond</b>	10/23/2024	4/23/2025	10/31/2025	Lapier Jr	Leland Neal	46875		\$135.00
Rest.	11/1/2024	4/23/2025	10/31/2025	Anderson	Christian Luke	46885	\$12.50	
Rest.	11/1/2024	4/23/2025	10/31/2025	Barnes and Noble		46886	\$25.00	
Rest.	11/1/2024	4/23/2025	10/31/2025	CVS Pharmacy		46898	\$25.00	
Rest.	11/1/2024	4/23/2025	10/31/2025	Lisa Cummerford	Estate of	46914	\$50.00	
Rest.	11/1/2024	4/23/2025	10/31/2025	Manley	William F.	46916	\$100.00	
Rest.	11/1/2024	4/23/2025	10/31/2025	Shopko		46937	\$32.00	
Rest.	11/1/2024	4/23/2025	10/31/2025	Verploegen	Marlyann	46946	\$50.00	
Rest.	11/19/2024	5/28/2025	10/31/2025	Anderson	Christian Luke	46968	\$16.01	
Rest.	11/19/2024	5/28/2025	10/31/2025	Comes	Michael Allen	46979	\$120.00	
Rest.	11/19/2024	5/28/2025	10/31/2025	CVS Pharmacy		46985	\$25.00	
Rest.	11/19/2024	5/28/2025	10/31/2025	Santiago	Arnecia Kay	47015	\$25.00	
Rest.	11/19/2024	5/28/2025	10/31/2025	Severson	Kyton Jacob	47024	\$100.00	
Rest.	11/19/2024	5/28/2025	10/31/2025	Sibert	John Gerald	47027	\$50.00	
Rest.	11/19/2024	5/28/2025	10/31/2025	Soper	Tonya Lynn	47030	\$140.80	
Rest.	11/19/2024	5/28/2025	10/31/2025	Vanisko	Dan Marvin	47037	\$7.66	
Rest.	11/19/2024	5/28/2025	10/31/2025	Wilkerson	Dina Marie	47047	\$50.00	
Rest.	12/2/2024	5/28/2025	10/31/2025	Golden	Randle L	47060	\$25.00	
Rest.	12/2/2024	5/28/2025	10/31/2025	Lisa Cummerford	Estate of	47066	\$50.00	
Rest.	12/2/2024	5/28/2025	10/31/2025	Soper	Tonya Lynn	47075	\$70.40	
Rest.	12/17/2024	6/25/2025	10/31/2025	Anderson	Christian Luke	47088	\$29.55	
Rest.	12/17/2024	6/25/2025	10/31/2025	Blood	Jayce Michael	47093	\$25.00	
Rest.	12/17/2024	6/25/2025	10/31/2025	Brubaker	John Arthur	47096	\$50.00	
Rest.	12/17/2024	6/25/2025	10/31/2025	Kadoshnikov	Kate Julia	47124	\$474.77	
Rest.	12/17/2024	6/25/2025	10/31/2025	Kriedeman	Logan Patrick	47127	\$50.00	
Rest.	12/17/2024	6/25/2025	10/31/2025	Sanders	Darin A	47147	\$20.00	
Rest.	12/17/2024	6/25/2025	10/31/2025	Santiago	Arnecia Kay	47148	\$50.00	
Rest.	12/17/2024	6/25/2025	10/31/2025	Severson	Kyton Jacob	47154	\$50.00	
Rest.	12/17/2024	6/25/2025	10/31/2025	Soper	Tonya Lynn	47158	\$70.40	
<b>Bond</b>	12/17/2024	6/25/2025	10/31/2025	Mowat	Vanessa	47170		\$570.00
Rest.	12/17/2024	6/25/2025	10/31/2025	Wilkerson	Dina Marie	47187	\$50.00	
Rest.	12/31/2024	6/25/2025	10/31/2025	Comes	Michael Allen	47198	\$120.00	
Rest.	12/31/2024	6/25/2025	10/31/2025	Golden	Randle L	47205	\$25.00	
Rest.	12/31/2024	6/25/2025	10/31/2025	Lisa Cummerford	Estate of	47212	\$50.00	
Rest.	12/31/2024	6/25/2025	10/31/2025	Soper	Tonya Lynn	47217	\$70.40	
							\$12,074.29	\$5,569.00
						<b>Total</b>	<b>\$17,643.29</b>	



Commission Meeting Date: January 20, 2026

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Memorandum of Agreements with Montana Department of Transportation  
Amendment No. 1: 9th St NW - Central Ave to NW Bypass and Watson  
Coulee Rd - Vaughn Rd. to NW Bypass Reconstruction Projects, OF 1739.2

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff Gaub, Public Works Director

**Action Requested:** Consider and Approve Amendment No. 1 with Montana Department of  
Transportation.

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) Amendment No. 1 to the Memorandum of Agreements with the Montana Department of Transportation for the 9th St NW and Watson Coulee Rd. projects and authorize the City Manager to execute the agreement documents."

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

**Staff Recommendation:** Approve the Memorandum of Agreement (MOA) Amendment No. 1 with Montana Department of Transportation (MDT).

**Summary:**

Amendment No. 1 will reflect current estimated construction costs, indirect costs, and current staff contact information. The MOAs require no funding or match from the City of Great Falls (COGF). MDT and Sanderson Stewart have been coordinating design and construction standards with COGF staff for both 9th Street NW Reconstruction project and Watson Coulee Road Reconstruction. These projects were nominated through the Transportation Improvement Program (TIP) process.

**Background:**

During the Alignment Grade Review meeting on June 9, 2022, the intersection of Watson Coulee Road, Vaughn Road, and 5<sup>th</sup> Ave NW was evaluated for alternatives to the current configuration. The current intersection has undesirable geometrics as well as future anticipated traffic patterns. Several concepts were discussed, including placing a cul-de-sac on 5th Ave NW, realignment of the roads to create a T intersection, and a roundabout. After initial discussion, a single-lane roundabout was investigated further

and was determined to be the best option. See the attached previously approved MOA Agenda Report from October 3, 2023, for further information.

**Significant Impacts:**

The Watson Coulee Rd roundabout was considered to help with congestion and future planning to the northwest corridor of Great Falls.

**Citizen Participation:**

An initial public outreach meeting was held November 11, 2022, where the roundabout option for the Watson Coulee, Vaughn Road, and 5th Ave NW intersection was presented. Additional public meetings were held for both projects in 2025, and community input was generally positive.

**Workload Impacts:**

MDT will continue to develop and bid the projects for construction, including consultant management, administration, engineering analysis, surveying, design, public involvement, environmental documentation, clearances, plan preparation, acquisition of all appropriate permits, and the provisions of other services required to complete the preconstruction phase, right of way acquisition, and utility relocations in preparation to bid and to construct the projects. The design is in accordance with MDT's Project Development Procedures and Design Manuals, COGF Standards for Design and Construction, and American Association of State Highway and Transportation Officials (AASHTO) urban design guidance.

**Project Work Scope:**

9th Street NW from the junction with Central Avenue West to the NW Bypass will include reconstruction to meet COGF standard widths, new curb and gutter, sidewalk, storm drain, ADA improvements, approach work, and signal upgrades at the intersection of NW Bypass and 9th Street NW.

Watson Coulee from Vaughn Rd to Northwest Bypass will include street reconstruction, street surfacing, curb and gutter, sidewalk, storm drain, ADA improvements, approach work, signal upgrades, and installation of a roundabout at Watson Coulee and Vaughn Rd.

**Conclusion:**

Both projects were designated due to their importance toward the future growth of Great Falls and assist in providing alternative routes for traffic between Central Ave W and the Northwest Bypass.

**Fiscal Impact:**

Federal and State funds available for this project are from the Montana's Urban Highway System program. Surface Transportation Program - Urban (STPU) allocations are based on a per capita distribution and are recalculated each decade following the census. STPU funds are primarily used for resurfacing, rehabilitation or reconstruction of existing facilities, operational improvements, bicycle facilities, pedestrian walkways, and carpool projects. Congestion Mitigation and Air Quality Improvement Program (CMAQ) Federal funds available under this program are used to finance transportation projects and programs to help improve air quality and meet the requirements of the Clean Air Act. The National Highway Performance Program (NHPP) provides funding for the National Highway System, including the Interstate System and National Highways system roads and bridges. The National Highway System includes all Interstate routes, a large percentage of urban and rural principal arterials, the defense strategic highway network, and strategic highway connectors.

**Alternatives:**

The City Commission could vote to not approve the Amendments with MDT. This action would result in delaying the construction of both projects, increase project costs, and incur reimbursement to MDT for engineering design fees.

**Attachments:**

1. Original MOA Agenda Report Dated October 3, 2023
2. 9th St NW Amendment No.1
3. Watson Coulee Amendment No. 1
4. Vicinity Maps

# Original MOA Agenda Report



Commission Meeting Date: October 3, 2023

## CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Project Split and Memorandum of Agreements (MOAs) with the Montana Department of Transportation (MDT) for the 9<sup>th</sup> St NW-Central Avenue to NW Bypass and Watson Coulee Road- Vaughn Road to NW Bypass reconstruction projects, O.F. 1739.2

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff T. Gaub, Public Works Director

**Action Requested:** Approve project split and MOA Funding Agreements.

### Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) the project separation and individual Memorandum of Agreements, for the 9<sup>th</sup> St NW and Watson Coulee Road Reconstruction projects, and authorize the City Manager to execute the MOA Funding Agreement documents.”

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

**Staff Recommendation:** Approve separating project into two projects with separate MOA Funding Agreements

### Summary:

City of Great Falls is working with Montana Department of Transportation (MDT) and Sanderson Stewart on the 9<sup>th</sup> Street NW Reconstruction project, and the Watson Coulee Road Reconstruction. This project is a joint effort between the City of Great Falls and MDT, nominated through the Transportation Improvement Program (TIP) process.

During the Alignment Grade Review (AGR) meeting with MDT on June 9, 2022, the intersection of Watson Coulee Road, Vaughn Road and 5<sup>th</sup> Ave NW was evaluated for alternatives to the current configuration. Discussions resulted in a proposal for a roundabout at the intersection of Watson Coulee Road and Vaughn Road, which would delay the project finish date a year or two. It was decided to separate the project into two projects to allow for the 9<sup>th</sup> Street NW reconstruction to remain on schedule without delays due to the roundabout on Watson Coulee Road.

This action modifies the original MOA approved by the commission on September 9, 2021. The original MOA approved by the commission combined the two street reconstruction sections into a single project. Separating the project into two projects requires a separate MOA for each project. Changing the MOA structure requires Commission approval.

## **Background:**

### Significant Impacts

During the Alignment Grade Review meeting on June 9, 2022, the intersection of Watson Coulee Road, Vaughn Road, and 5<sup>th</sup> Ave NW was evaluated for alternatives to the current configuration. The current intersection has undesirable geometrics as well as future anticipated traffic patterns. Several concepts were discussed, including placing a cul-de-sac on 5<sup>th</sup> Ave NW, realignment of the roads to create a T intersection, and a roundabout. After initial discussion, a single-lane roundabout was investigated further and was determined to be the best option.

Roundabouts work well at unconventional intersections, such as this one, where traffic volumes fluctuate throughout the day. By eliminating the need for vehicles to come to a complete stop, roundabouts promote continuous traffic flow during all hours. Drivers slow down, look to their left, check for pedestrians, and then merge into the roundabout before traveling around the roundabout toward their destination.

Discussion determined that the addition of the roundabout to the design would delay project delivery by a year or two. Additionally, project construction for both streets would take place during separate construction seasons. As a result, MDT and the City decided to separate the project into two separate projects to keep the original project construction delivery on schedule.

Separating the 9<sup>th</sup> St NW and Watson Coulee Road reconstruction into two projects allows the design and construction of 9<sup>th</sup> St NW to remain on schedule and to be completed with minimal interruption to the project delivery. This also allows for the additional time required to properly review and complete the design elements for the roundabout on Watson Coulee Rd.

### Citizen Participation

Project websites have been developed by Strategies 360 and hosted by MDT. The websites provide a platform for distribution of important project information and allows for interactive public involvement through the life of the project. An initial public outreach meeting was held November 11, 2022, where the roundabout option for the Watson Coulee, Vaughn Road, and 5<sup>th</sup> Ave NW intersection was presented. Additional Public Outreach is anticipated to continue gathering input from the local community and businesses.

### Workload Impacts

MDT will continue to develop and bid the projects for construction, including consultant management, administration, engineering analysis, surveying, design, public involvement, environmental documentation, clearances, plans preparation, acquisition of all appropriate permits, and the provisions of other services required to complete the preconstruction phase, right of way acquisition, and utility relocations in preparation to bid and to construct the projects. The design will be in accordance with MDT's Project Development Procedures and Design Manuals and, where applicable, current MDT and AASHTO urban design guidance. MDT will work with the City and the consultant on design specific details and in all public involvement activities.

The City will provide appropriate and timely input during the project development and issue local permits for applicable construction activities. City Staff will participate in public forums and meetings with the consultant and MDT staff as needed.

The City will develop water main improvement plans for 9<sup>th</sup> St NW and be responsible for all costs associated with the water main work and will be funded by the City and completed as part of the street reconstruction project.

### Project Work Scope

The proposed scope of work includes the reconstruction of 9<sup>th</sup> Street NW from the junction with Central Avenue West to the junction with the NW Bypass. The work includes reconstruction of the corridor to meet City of Great Falls standard widths, new curb and gutter, sidewalk, storm drain, ADA improvements, approach work, and signal upgrades at the intersection of NW Bypass and 9<sup>th</sup> Street NW. The scope of work also includes a water main replacement from 5<sup>th</sup> Ave NW to the NW Bypass. Replacing the water main in conjunction with the street reconstruction will help minimize impacts of street closures and reduced access to businesses and neighborhoods.

The proposed scope of work on Watson Coulee Road includes the reconstruction from the intersection with Vaughn Road to the NW Bypass. This includes two travel lanes, one in each direction, perpetuation of sidewalks on the east side of the road, sidewalk on the west side of the road, street crossing, intersection improvements, including a roundabout at Watson Coulee Road and Vaughn Road.

### Conclusion

This project reflects MDT's and the City's proactive approach to growth and their desire to prepare for the future. The next steps will be completing the project's design, followed by securing the necessary Right-of-Way (ROW) to construct the project. MDT, the City of Great Falls, and Sanderson Stewart will work directly with landowners and businesses to ensure the project design meets the public's needs. Construction of 9<sup>th</sup> St NW is tentatively planned for 2026, depending on the completion of the design and the availability of funds. Construction of Watson Coulee Road is tentatively planned for 2027, depending on the completion of the design and the availability of funds.

This project is compatible with the City's growth plan. The project has been selected and prioritized, and will be executed in accordance with the Public Works Capital Improvement Program and budgeted in the Street Division, and Water Utility Enterprise Funds.

### **Fiscal Impact:**

Federal and State funds available for this project are from the Montana's Urban Highway System program, per MCA 60-3-211. Surface Transportation Program (STPU) allocations are based on a per capita distribution and are recalculated each decade following the census. STPU funds are primarily used for resurfacing, rehabilitation or reconstruction of existing facilities; operational improvements; bicycle facilities; pedestrian walkways; and carpool projects. Congestion Mitigation and Air Quality Improvement Program (CMAQ) Federal funds available under this program are used to finance transportation projects and programs to help improve air quality and meet the requirements of the Clean Air Act. The National Highway Performance Program (NHPP) provides funding for the National Highway System, including the Interstate System and National Highways system roads and bridges. The National Highway System includes all Interstate routes, a large percentage of urban and rural principal arterials, the defense strategic highway network, and strategic highway connectors.

The current estimated project cost for the design and construction of the 9<sup>th</sup> St NW Reconstruction is \$6,670,000. The project utilize STPU and NHPP funds. The City will be required to provide a 13.46% (\$897,782) match of the construction costs for the project to be eligible for STPU funding. The City's Street Enterprise Fund will provide the matching funds. All Parties will meet regularly during the project development process and during each phase to exchange project information, ensure project and funding are tracking together, and identify any outstanding issues.

The current estimated project cost for the design and construction of the Watson Coulee Road Reconstruction cost estimate for all phases is \$6,650,000. The project will be funded utilizing STPU and NHPP funds. The City will be required to provide a 13.46% (\$895,090) match of the construction costs for the project to be eligible for STPU funding. The City's Street Enterprise Fund will provide the matching funds. All parties will meet regularly during the project development process and during each phase to exchange project information, ensure project and funding are tracking together, and identify any outstanding issues.

The current estimated project cost for the design and construction of the water main replacement along 9<sup>th</sup> St NW is \$1,000,000. The City's Water Utility fund will provide funding. Attaching the water main replacement to the street reconstruction project will allow for cost sharing in the mobilization, traffic control, and construction inspection between MDT and the City.

City staff recommends the Commission approve the project separation and individual Memorandum of Agreements, for the 9th St NW and Watson Coulee Road Reconstruction projects, and authorize the City Manager to execute the MOA Funding Agreement documents.

### **Alternatives:**

#### Alternative #1:

The City Commission could vote to not approve the project separate and separate MOA Funding Agreements with MDT and cancel the project. This action would result in burdening the City with reimbursing MDT for \$900,000 in design expenses incurred to this point and time.

#### Alternative #2:

The City Commission could vote to not approve the project separate and separate MOA Funding Agreements with MDT. This action would result in delaying the design and construction of 9<sup>th</sup> St NW by 1 to 2 years, and increase project costs.

### **Attachments/Exhibits:**

#### Vicinity Maps

MOA Funding Agreement – 9<sup>th</sup> St NW

MOA Funding Agreement – Watson Coulee Road

**AMENDMENT 1**  
**UPN 10338 9<sup>TH</sup> STREET NW – GREAT FALLS – CENTRAL AVE TO NW BYPASS**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE MONTANA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**CITY OF GREAT FALLS**

The City of Great Falls (CITY) and the Montana Department of Transportation (MDT) do hereby agree and acknowledge that the 9<sup>TH</sup> STREET NW, GREAT FALLS UPN 10338000 Memorandum of Agreement (MOA) entered into October 10, 2023, is amended as follows:

**7<sup>th</sup> RECITAL IS AMENDED TO READ:**

WHEREAS, the estimated cost for all phases of the PROJECT is approximately ~~\$6,670,000~~  
\$8,850,000 including indirect costs (IDC) and inflation.

**REMOVAL OF 9<sup>th</sup> RECITAL:**

~~WHEREAS, MDT has agreed to contribute up to \$150,000 NHPP funding to address traffic signal pole upgrades at the Central Avenue and NW Bypass Intersections, if needed; and~~

**SECTION III A (2), B (1), C (1) & (2), AND FOOTNOTE 3 ARE AMENDED TO READ:**

- A. MDT:
- 2. ~~MDT has agreed to contribute up to \$150,000 NHPP funding to address traffic signal pole upgrades at the Central Avenue and NW Bypass Intersections, if needed.~~
- B. CITY:
- 1. Acknowledges its responsibility for all costs associated with the PROJECT in excess of available STPU and Carbon Reduction (CR) funds, for 100% of non-federal aid eligible costs, including waterline replacement, and payback of state and federal funds expended on the PROJECT if required. Waterline work is not part of the PROJECT but will be funded and completed by the CITY in coordination with the PROJECT.
- C. All Parties:
- 1. Mont. Code Ann. Section § 17-1-106 requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's indirect cost rate is determined annually as a percentage of the PROJECT's direct costs to cover the PROJECTS share of MDT's indirect costs as defined by 2 CFR Part 200, Appendix VII. ~~MDT's current indirect cost rate is 13.56% for fiscal year 2024 (July 1, 2023 to June 30, 2024)~~

For this PROJECT, MDT ~~billings~~ bills to the CITY will include a charge IDC charges for the indirect costs at the current fiscal year indirect cost rate. This amount will be applied toward the total PROJECT contribution of the CITY. If if this PROJECT extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the PROJECT.

2. The current PROJECT cost estimate for all phases is ~~\$6,670,000~~ \$8,850,000<sup>1</sup>, this which includes IDC and inflation. As ~~project~~ PROJECT development continues and costs estimates are refined, any PROJECT cost increases above available funding as identified in ~~the~~ this agreement will require an ~~amendment~~ Amendment.

Available funding from PROJECT funding sources include:

STPU funds FFY 2025 <u>2027</u> <sup>2</sup> :	\$ 7,710,000	<u>9,700,000</u>
<del>NHPP Funds<sup>3</sup>:</del>	\$	<del>150,000</del>
CR funds FFY 2027	\$	635,000
	\$	<u>7,860,000</u> <u>10,335,000</u>

~~FN3: The NHPP Funding shown in this agreement is only eligible at the intersection of the Northwest Bypass (N 123) and 9th St NW (U 5238).~~

## **SECTION VII B (5) IS AMENDED TO READ:**

### **B. CITY:**

5. Payments to this PROJECT will be coordinated through MDT's Administration Division and will be provided to MDT staff in the form of a check to be deposited and credited to this PROJECT. The check must be made payable to the "Montana Department of Transportation" and sent to:

Montana Department of Transportation  
 Attention: Collections  
 P.O. Box 201001  
 Helena, MT 59620-1001

The contact for billing and accounting questions for the MDT will be:  
 Accounting Systems Operations  
 P.O. Box 201001  
 Helena, MT 59620-1001

The contact for billing and accounting questions for the CITY will be:  
~~Russell Brewer, P.E., Senior Engineer Andrew Finch, P.E., Senior Planner, Calob Marquis~~  
 Public Works Department, Engineering Planning & Community Development  
 P.O. Box 5021  
 Great Falls, MT 59403

## SECTION IX (7a) IS AMENDED TO READ:

### 7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the CITY and the CITY shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's IDC rate is determined annually as a percentage of the PROJECT's direct costs to cover the PROJECT's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. ~~MDT's current IDC rate is 13.56% for fiscal year 2024 (July 1, 2023 to June 30, 2024)~~. If the work occurs or extends into ~~additional fiscal year years, 2024 or beyond~~ the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

~~Russell Brewer Andrew Finch Calob Marquis  
Public Works Department, Engineering Planning & Community  
Development, Senior Planner  
P.O. Box 5021  
Great Falls, MT 59403~~

- ii. Payments shall be made to:

Montana Department of Transportation  
Attention: Collections  
2701 Prospect Avenue  
PO Box 201001  
Helena, MT 59620-1001

**The remaining terms and provisions of the original Memorandum of Agreement remain in full force and effect and are incorporated fully herein.**

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed.

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

CITY OF GREAT FALLS

By: \_\_\_\_\_  
Gregory T. Doyon, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Lisa Kunz, City Clerk

\*Approved for Legal Content:

By: \_\_\_\_\_  
David Dennis, City Attorney

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

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Montana Department of Transportation

Date: \_\_\_\_\_

Approved for Legal Content:

By: \_\_\_\_\_

Approved for Civil Rights Content:

By: \_\_\_\_\_

AMENDMENT 1  
 UPN 10339 WATSON COULEE ROAD – GREAT FALLS – VAUGHN ROAD TO NW  
 BYPASS  
 MEMORANDUM OF AGREEMENT  
 BETWEEN  
 THE MONTANA DEPARTMENT OF TRANSPORTATION  
 AND  
 CITY OF GREAT FALLS

The City of Great Falls (CITY) and the Montana Department of Transportation (MDT) do hereby agree and acknowledge that the WATSON COULEE ROAD, GREAT FALLS UPN 10339000 Memorandum of Agreement (MOA) entered into October 17, 2023, is amended as follows:

**7<sup>th</sup> RECITAL IS AMENDED TO READ:**

WHEREAS, the estimated cost for all phases of the PROJECT is approximately \$6,650,000 \$7,700,000 including indirect costs (IDC) and inflation.

**SECTION III B (1), C (1) & (2), AND FOOTNOTES 1, 2, & 3 ARE AMENDED TO READ:**

**B. CITY:**

1. Acknowledges its responsibility for all costs associated with the PROJECT in excess of available STPU and CMAQ funds, for 100% of non-federal aid eligible costs, and payback of state and federal funds expended on the PROJECT if required. The CITY may approve additional Great Falls CMAQ funds, as available through the Montana Air and Congestion Initiative (MACI) Guaranteed Program, to address cost increases due to PROJECT development.

**C. All Parties:**

1. Mont. Code Ann. Section §17-1-106 requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's indirect cost rate is determined annually as a percentage of the PROJECT's direct costs to cover the PROJECTS share of MDT's indirect costs as defined by 2 CFR Part 200, Appendix VII. MDT's current indirect cost rate is 13.56% for fiscal year 2024 (July 1, 2023 to June 30, 2024).

For this PROJECT, MDT ~~billings~~ bills to the CITY will include a IDC charge charges for ~~the indirect costs~~ at the current fiscal year indirect cost rate. This amount will be applied toward the total PROJECT contribution of the CITY. If this PROJECT extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the PROJECT.

2. The current PROJECT cost estimate for all phases is \$6,650,000 \$7,700,000<sup>1</sup>, this which includes IDC and inflation. As project PROJECT development continues and costs estimates are refined, any PROJECT cost increases above available funding as identified in the this agreement Agreement will require an amendment Amendment.

Available funding from PROJECT funding sources include:

STPU funds FFY 2026 <del>2027</del> <sup>2</sup> :	\$	4,340,000	<u>7,700,000</u>
CMAQ funds FFY 2026 <del>2027</del> <sup>3</sup> :	\$	2,750,000	4,250,000
	\$	7,090,000	<u>11,950,000</u>

FN1 ~~Includes all phases, inflation, and IDC.~~ Estimate includes permitting, survey activities, IC, and RW.

FN2 Estimated Annual Allocations are subject to MDT Transportation Commission approval. Funding Projections are based on the best available information and are subject to change given current funding uncertainties and unknown impacts of future ~~congressional~~ Congressional or other federal and state actions. Surface Transportation Program (STPU) funds available is dependent on the delivery year of the PROJECT.

FN3 Congestion Mitigation and Air Quality (CMAQ) funds available are dependent on the delivery year of the PROJECT.

## **SECTION VII B (5) IS AMENDED TO READ:**

### **B. CITY:**

5. Payments to this PROJECT will be coordinated through MDT's Administration Division and will be provided to MDT staff in the form of a check to be deposited and credited to this PROJECT. The check must be made payable to the "Montana Department of Transportation" and sent to:

Montana Department of Transportation  
 Attention: Collections  
 P.O. Box 201001  
 Helena, MT 59620-1001

The contact for billing and accounting questions for the MDT will be:  
 Accounting Systems Operations  
 P.O. Box 201001  
 Helena, MT 59620-1001

The contact for billing and accounting questions for the CITY will be:  
~~Russell Brewer, P.E., Senior Engineer Andrew Finch, P.E., Senior Planner, Calob Marquis~~  
 Public Works Department, Engineering ~~Planning & Community Development~~  
 P.O. Box 5021  
 Great Falls, MT 59403

## SECTION IX (7a) IS AMENDED TO READ:

### 7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the CITY and the CITY shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. § 17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's IDC rate is determined annually as a percentage of the PROJECT's direct costs to cover the PROJECT's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. ~~MDT's current IDC rate is 13.56% for fiscal year 2024 (July 1, 2023 to June 30, 2024).~~ If the work occurs or extends into additional fiscal year years 2024 or beyond, the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

Russell Brewer, Andrew Fineh, Calob Marquis  
 Public Works Department, Engineering Planning & Community Development, Senior Planner  
 P.O. Box 5021  
 Great Falls, MT 59403

- ii. Payments shall be made to:

Montana Department of Transportation  
 Attention: Collections  
 2701 Prospect Avenue  
 PO Box 201001  
 Helena, MT 59620-1001

**The remaining terms and provisions of the original Memorandum of Agreement remain in full force and effect and are incorporated fully herein.**

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed.

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

## CITY OF GREAT FALLS

By: \_\_\_\_\_  
Gregory T. Doyon, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Lisa Kunz, City Clerk

\*Approved for Legal Content:

By: \_\_\_\_\_  
David Dennis, City Attorney

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

## STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Montana Department of Transportation

Date: \_\_\_\_\_

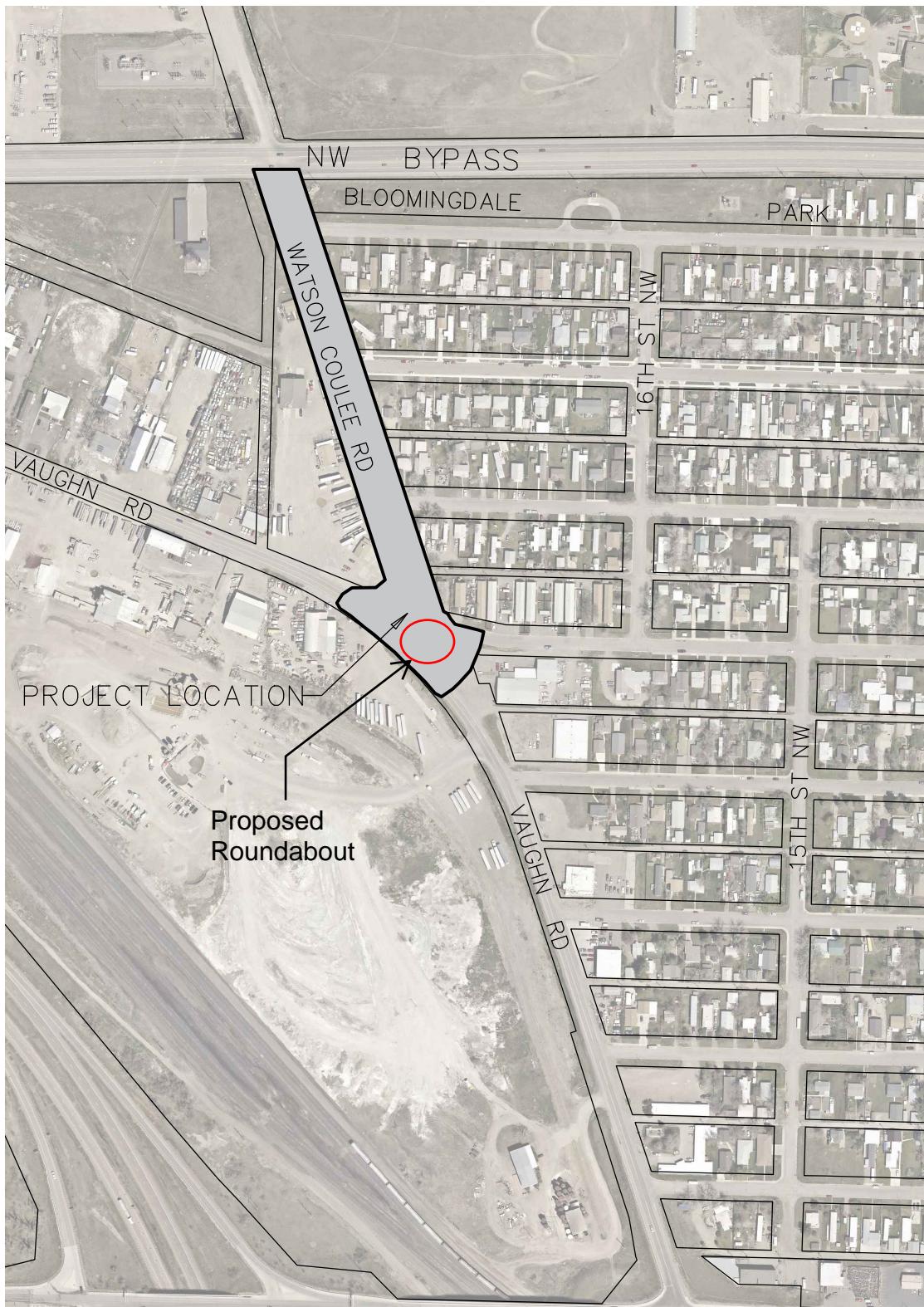
Approved for Legal Content:

By: \_\_\_\_\_

Approved for Civil Rights Content:

By: \_\_\_\_\_







Commission Meeting Date: January 20, 2026  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Final Payment: Mansfield Theater Seating, OF # 1833.0  
**From:** Finance Department  
**Initiated By:** Finance Department, Events Department  
**Presented By:** Sylvia Tarman, Project Manager  
**Action Requested:** Approve Final Payment

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Final Payment for the Mansfield Theater Seating Project, in the amount of \$47,215.98 to Wadsworth Construction, and \$476.93 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments.”

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

---

**Staff Recommendation:**

Staff recommends that the City Commission approve Final Payment for the Mansfield Theater Seating Project.

**Summary:**

The Montana State Legislature enacted the State-Local Infrastructure Partnership Act of 2023 (“SLIPA”) through House Bill 355. This act authorized a \$20 million allocation to the Montana Department of Commerce (Commerce) to be distributed to local governments via formula. The City of Great Falls has been allocated \$755,461. The Mansfield Theater Seating Project was approved by the commission as part of the list of other SLIPA projects on March 5, 2024. Contracts for the individual projects were approved at the September 3rd, 2024 commission meeting. The replacement of seats in the Mansfield Theater was identified as a need due to the outdated designs, discomfort, and increasing maintenance costs of the installations. The project went out to bid for construction contracts in November 2024, and a construction contract was awarded to Wadsworth Construction at the December 3, 2024 commission meeting.

Construction on the seats began in August 2025, after the completion of the ceiling renovation. Original seats were removed (and some sold), the floor was re-coated, and new seats and carpet were installed. Punch list items have mostly been completed and O&M materials have been provided to the City. We are now in the warranty period.

City staff recommends approval of the Final Payment. Substantial Completion has been issued as of December 15<sup>th</sup>, 2025 and City staff has verified that punch list items have been completed.

**Fiscal Impact**

This project was awarded with State-Local Infrastructure Partnership Act (SLIPA) Funds, as well as Downtown Tax Increment Financing (TIF) funds. Originally, the project was awarded \$487,500.00 from SLIPA and the match amount of \$162,500.00 was provided from the TIF. Once the bids for the project came back, the contract for construction came in at \$995,190.00. Since the project came in at a higher amount than originally estimated, City Staff requested additional TIF funding to cover the overage. The construction contract had contingency costs built into the project total; however, once the project was finished there remained \$41,331.71 in unused contingency funds. Therefore, the total amount paid for construction was \$953,858.29; \$487,500.00 covered by SLIPA and \$466,358.29 covered by the TIF. The contingency amount not used will not be reimbursed from the TIF.

The Final Payment of \$47,215.98 to Wadsworth Construction, and \$476.93 to the State Miscellaneous Tax Fund will complete payment of the construction contract.

**Alternatives:**

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

**Concurrences:**

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

**Attachments/Exhibits:**

Pay App #11

Certificate of Substantial Completion



# City Of Great Falls

PO Box 5021 \* Great Falls, MT 59405

Project #:

Date: Dec 22, 2025

Pay Estimate #: **Eleven**

Period From: Dec 1, 2025

To: Dec 22, 2025

## PERIODIC ESTIMATE FOR PARTIAL PAYMENT

Project Name: **Great Falls Mansfield Theatre Seating & Flooring Replacement**  
Location: Great Falls, MT

Contractor: Wadsworth Builders Company, Inc.  
Address: P.O. Box 2073  
Great Falls, MT 59403  
Phone: (406)-761-5033

RETAINAGE ADJUSTMENT	
1. Total Retainage to Date:	\$47,692.91
2. Less Securities Deposited:	(\$47,692.91)
3. Retainage Withheld (1 - 2)	\$0.00

CONTRACT AMOUNT STATUS	
1. Original Contract Amount:	\$995,190.00
2. Net +/- by Change Order:	
3. Contract Amount to Date:	\$995,190.00

CHANGE ORDER SUMMARY			
No.	Date Approved	Additions	Deductions
1			
2			
3			
4			
5			
<b>TOTALS:</b>			
<b>NET TOTAL:</b>			

CONTRACT STATUS	
1. Work in Place (from next page):	\$953,858.29
2. Total Work & Stored Material:	\$953,858.29
3. Retainage Withheld:	\$0.00
4. Total Earned Less Retainage:	\$953,858.29
5. Less Previous Payments (+ 1 % Tax):	\$906,165.38
6. Amount Due This Payment:	<b>\$47,692.91</b>
7. Less 1% State Contractor's Tax:	\$476.93
8. Payment Due Contractor:	<b>\$47,215.98</b>

I hereby certify that this submitted request for payment is correct, true and just in all respects and that payment or credit has not previously been received. I further warrant and certify by submission of this request that all previous work for which payment has been received is free and clear of all liens, disputes, claims, security interests, encumbrances, or causes of action of any type or kind in favor of the contractor, subcontractors, material suppliers, or other persons or entities and do hereby release the Owner from such.

Submitted by: Wadsworth Builders Company, Inc.  
(Company/Contractor)

  
Date: December 22, 2025  
(Name) Colton Fatz – Vice President

Reviewed by: Nelson Architects  
(Architect/Engineer)

  
Date: January 5, 2026  
(Name) Josh Lamy – Construction Administrator

Approved by: City of Great Falls

  
Date: \_\_\_\_\_  
(Name) Sylvia Tarman  
SHEET No. 1 OF 2 SHEETS

## WORK IN PLACE/STORED MATERIALS - PAGE 1

Mansfield Theatre Seating & Flooring Replacement  
Great Falls, MT

WADSWORTH BUILDERS  
P.O. BOX 2073  
GREAT FALL, MT 59403

Project #:  
Date: Dec 22, 2025  
Pay Request Number: Eleven

A Div. No.	B Description of Work	C Scheduled Value	D Work Previous D+E	E Complete This Period	F Materials Store	G Total Complete D+E+F	% G/C	H Balance To Finish	I Retainage 5%
1	Bonds/Permits/Insurance	\$ 21,050.00	\$ 21,050.00	\$ -	\$ -	\$ 21,050.00	100%	\$ -	\$ 1,052.50
2	Mobilization	\$ 5,270.00	\$ 5,270.00	\$ -	\$ -	\$ 5,270.00	100%	\$ -	\$ 263.50
3	General Conditions	\$ 51,480.00	\$ 51,480.00	\$ -	\$ -	\$ 51,480.00	100%	\$ -	\$ 2,574.00
4	Demo and Protection	\$ 32,300.00	\$ 32,300.00	\$ -	\$ -	\$ 32,300.00	100%	\$ -	\$ 1,615.00
5	Flooring, Carpet	\$ 21,200.00	\$ 21,200.00	\$ -	\$ -	\$ 21,200.00	100%	\$ -	\$ 1,060.00
6	Flooring, Concrete	\$ 78,400.00	\$ 78,400.00	\$ -	\$ -	\$ 78,400.00	100%	\$ -	\$ 3,920.00
7	Auditorium Seating	\$ 738,100.00	\$ 738,100.00	\$ -	\$ -	\$ 738,100.00	100%	\$ -	\$ 36,905.00
8	Contingency	\$ 41,331.71	\$ -	\$ -	\$ -	\$ -	0%	\$ 41,331.71	\$ -
9	CP #1, New End Caps vs. Refurbishing	\$ (9,500.00)	\$ (9,500.00)	\$ -	\$ -	\$ (9,500.00)	100%	\$ -	\$ (475.00)
10	CP #2, Stair Lighting	\$ 8,981.88	\$ 8,981.88	\$ -	\$ -	\$ 8,981.88	100%	\$ -	\$ 449.09
11	CP #3, Stair Coating (Stage)	\$ 3,414.81	\$ 3,414.81	\$ -	\$ -	\$ 3,414.81	100%	\$ -	\$ 170.74
12	CP #4, Floor finish @ electrical boxes	\$ 3,161.60	\$ 3,161.60	\$ -	\$ -	\$ 3,161.60	100%	\$ -	\$ 158.08
13		\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ -	\$ -
14		\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ -	\$ -
15		\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ -	\$ -
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34		\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ -	\$ -
35		\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ -	\$ -
36		\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ -	\$ -
Totals Page 1		\$ 995,190.00	\$ 953,858.29	\$ -	\$ -	\$ 953,858.29	96%	\$ 41,331.71	\$ 47,692.91

## Certificate of Substantial Completion

<b>Owner:</b> <u>City of Great Falls</u>	<b>Mansfield Theater Seat</b>
<b>Architect:</b> <u>Nelson Architects</u>	<b>Project Name:</b> <u>Replacement</u>
<b>Contractor:</b> <u>Wadsworth Construction</u>	<b>Project Number:</b> <u>OF 1833.0</u>
<b>Date of Substantial Completion:</b> <u>December 15, 2025</u>	

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

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

**Responsibilities after Substantial Completion:**

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

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

**Contractor's Signature:**

Colton Fatz

Colton Fatz, Wadsworth Construction

1/8/2026

Date

**Architect's Signature:**

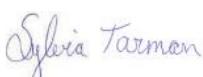


Josh Lamy, Nelson Architects

1/8/2026

Date

**Owner's Acceptance:**



Sylvia Tarman, City of Great Falls

1/8/2026

Date



Commission Meeting Date: January 20, 2026  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Construction Final Payment: 5<sup>th</sup> St and 10<sup>th</sup> Ave S Storm Drainage Crossing, OF 1811.2

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff Gaub, Public Works Director

**Action Requested:** Consider and Approve Final Pay Request

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Final Payment for the 5<sup>th</sup> St and 10<sup>th</sup> Ave S Storm Drainage Crossing project in the amount of \$44,857.95. This comprises \$44,409.37 to Ed Boland Construction and \$448.58 to the State Miscellaneous Tax Fund and authorizes the City Manager to make the payments.”

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

---

**Staff Recommendation:**

Approve the Final Pay Request.

**Summary:**

This project improved stormwater infrastructure in the 9th Ave S Basin by increasing the capacity of the existing storm drain on 5th St S between 10th Alley S and 9th Ave S, reducing surface ponding at the high volume 5th St S and 10th Ave S intersection.

The City Commission awarded the construction contract to Ed Boland Construction on April 1, 2025. Substantial completion was achieved on November 21, 2025, and Ed Boland Construction has completed all work and punch list items.

**Background:**

The 5th St S storm drainage improvements were implemented in two phases to address recurring flooding within the 9th Ave S Basin. Phase 1 focused on intercepting localized ponding near 5th St S and 12th Ave S by extending storm drain infrastructure and adding inlets to prevent runoff from flowing onto adjacent private properties. Phase 2 expanded system capacity at the downstream low point by adding a second storm drain crossing under 10th Ave S, reducing surface ponding and improving overall drainage performance during larger storm events.

**Workload Impacts:**

City engineering staff oversaw project management, conducted quality control, and performed density testing of backfill during construction. Great West handled project construction, assisted with public outreach, and provided engineering support.

**Project Work Scope:**

See attachment 2.

**Final Payment:**

The final project cost is \$897,159, which is \$51,461 less than the total contract amount. The lower final contract amount resulted from better-than-expected existing conditions, which reduced the need for Type 2 bedding typically used when groundwater is encountered. In addition, the contractor was able to preserve and reuse an existing storm inlet concrete apron.

**Conclusion:**

City Staff recommends making the final payment. City Staff verified that Ed Boland Construction has completed all work and punch list items in accordance with the plans and the contract. The two-year warranty period began at the time of substantial completion on November 21, 2025.

**Fiscal Impact:**

This project was funded through the Stormwater Fund.

**Alternatives:**

The City Commission may vote to reject the final payment and direct City staff to provide the contractor with a written statement detailing the reasons for disapproval. Failure to provide a valid reason for disapproval could likely result in the City of Great Falls remaining obligated to pay Ed Boland Construction for work completed in accordance with the construction agreement.

**Attachments:**

1. Final Pay Documents
2. Project Summary Sheet

## PROJECT FUNDING/EXPENDITURE SUMMARY

## OF 1811.2, 5th Street Drainage &amp; 10th Ave S Crossing

PREPARED BY THE CITY ENGINEERS OFFICE: RCS

DATE: 12/29/2025

Final

Hold for Commission 1/20

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONSULTANT:  Great West Engineering, Inc.	Engineer Service 5315.31.575.49325	\$2,755.75	\$1,017.50	\$26,124.70	\$19,403.50	\$19,887.60	\$160,631.00	\$140,507.05	\$20,123.95
	DATE	7/16/2024	9/25/2024	10/22/2024	11/12/2024	12/20/2024			
	Engineer Service 5315.31.575.49325	No. 6	No. 7	No. 8	No. 9	No. 10			
		\$7,875.25	\$9,014.75	\$4,883.00	\$4,898.50	\$2,312.50			
	DATE	1/27/2025	2/21/2025	3/21/2025	4/18/2025	5/23/2025			
	Engineer Service 5315.31.575.49325	No. 11	No. 12	No. 13	No. 14	No. 15			
		\$2,786.50	\$5,694.50	\$7,060.00	\$10,334.25	\$2,965.75			
	DATE	7/7/2025	7/25/2025	8/25/2025	9/25/2025	10/28/2025			
	Engineer Service 5315.31.575.49325	No. 16	No. 17	No. 18	No. 19	No. 20			
		\$3,852.75	\$9,640.25						
DATE		11/17/2025	12/18/2025				Subtotal =		
							\$160,631.00	\$140,507.05	\$20,123.95
PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR:  Ed Boland Construction	5315.31.575.49310	\$253,878.57	\$292,667.14	\$297,232.32	\$44,409.37		\$939,133.80	\$888,187.40	\$50,946.40
	DATE	09/03/25	10/07/25	12/18/25	12/18/25				
		No. 6	No. 7	No. 8	No. 9	No. 10			
	5315.31.575.49310								
	DATE								
		No. 1	No. 2	No. 3	No. 4	No. 5			
	5315.31.575.49310	\$2,564.43	\$2,956.23	\$3,002.35	\$448.58				
	DATE	09/03/25	10/07/25	12/18/25	12/18/25				
		No. 6	No. 7	No. 8	No. 9	No. 10			
	5315.31.575.49310								
STATE:  MT DEPT. OF REV. 1%	DATE						Subtotal =		
		No. 1	No. 2	No. 3	No. 4	No. 5	\$948,620.00	\$897,158.99	\$51,461.01
MISCELLANEOUS:		Misc.	Misc.	Misc.	Misc.	Misc.	Subtotal =		
EXPENDITURES	MISC	5315.31.575.49310	\$275.28				\$1,380.00	\$275.28	\$1,104.72
		5315.31.575.49325					\$3,369.00	\$0.00	\$3,369.00
	DATE	2/18/2025							
VENDOR		Tribune					Subtotal =		
							\$4,749.00	\$275.28	\$4,473.72
							Total =		
							\$1,114,000.00	\$1,037,941.32	\$76,058.68

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW352403					
	5315.31.575.49310	Improvements - Construction	\$948,620.00	\$897,158.99	\$51,461.01
	5315.31.575.49325	Engineering Services	\$160,631.00	\$140,507.05	\$20,123.95
	5315.31.575.49310	Miscellaneous	\$1,380.00	\$275.28	\$1,104.72
	5315.31.575.49325	Miscellaneous	\$3,369.00	\$0.00	\$3,369.00
		TOTALS	\$1,114,000.00	\$1,037,941.32	\$76,058.68

## Contractor's Application for Payment

Owner:	CITY OF GREAT FALLS MONTANA			RECEIVED	12/18/2025
Engineer:	GREAT WEST ENGINEERING			CITY OF GREAT FALLS ENGINEERING	
Contractor:	ED BOLAND CONSTRUCTION INC.			Contract No.:	O.F.1811.2
Project:	5th ST DRAINAGE - 10th AVE S. CROSSING			Project No.:	610
Contract:	O.F. 1811.2				
Application No.:	4 Retainage		Application Date:	12/18/2025	
Application Period:	From	10/1/2025	to	12/1/2025	
1. Original Contract Price				\$	948,620.00
2. Net change by Change Orders				\$	-
3. Current Contract Price (Line 1 + Line 2)				\$	948,620.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)				\$	897,159.00
5. Retainage				\$	-
a. 0% X \$ 897,159.00	Work Completed				\$ -
b. 5% X \$ -	Stored Materials				\$ -
c. Total Retainage (Line 5.a + Line 5.b)				\$	-
6. Amount eligible to date (Line 4 - Line 5.c)				\$	897,159.00
7. Less previous payments (Line 6 from prior application)				\$	852,301.05
8. Gross Amount due this application				\$	44,857.95
9. 1% MT Gross Receipts Tax (1% x Line 8)				\$	448.58
10. Unscheduled Employment of the Engineer				\$	-
11. Current Payment Due (less MT GRT)				\$	44,409.37
12. Balance to finish (Line 3 - Line 4)				\$	51,461.00

## Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: ED BOLAND CONSTRUCTION INC.

Signature:	Herb MacNeeley	Date:	12/18/2025
Recommended by Engineer	Approved by Owner		
By:	By:		
Title:	Title		
Date:	Date		
Approved by Funding Agency			
By:	By:		
Title:	Title		
Date:	Date		

## Progress Estimate - Unit Price Work

Owner:	CITY OF GREAT FALLS MONTANA
Engineer:	GREAT WEST ENGINEERING
Contractor:	ED BOLAND CONSTRUCTION INC.
Project:	5th ST DRAINAGE - 10th AVE S. CROSSING
Contract:	O.F. 1811.2

## Contractor's Application for Payment

Owner's Project No.:	O.F.1811.2
Engineer's Project No.:	
Contractor's Project No.:	610

Application No.:	3	Application Period:	From	10/01/25	to	12/01/25					Application Date:	12/18/25	
A	B	C	D	E	F	G	H			I	J	K	L
								Contract Information					
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
Schedule 1 - Primary System Improvements													
100	MOBILIZATION	1	LS	30,000.00	30,000.00	1.00	30,000.00			30,000.00	100%	-	
101	TRAFFIC CONTROL	1	LS	38,500.00	38,500.00	1.00	38,500.00			38,500.00	100%	-	
102	BYPASS PUMPING	1	LS	5,000.00	5,000.00	1.00	5,000.00			5,000.00	100%	-	
103	FIBER OPTIC TRENCH SUPPORT	1	LS	24,000.00	24,000.00	1.00	24,000.00			24,000.00	100%	-	
104	REMOVE EXISTING STORM MANHOLE	1	EA	3,000.00	3,000.00	1.00	3,000.00			3,000.00	100%	-	
105	REMOVE EXISTING 27" STORM DRAIN	27	LF	95.00	2,565.00	27.00	2,565.00			2,565.00	100%	-	
106	BORING WITH 36" STEEL CASING	140	LF	1,150.00	161,000.00	140.00	161,000.00			161,000.00	100%	-	
107	12" SDR 35 PVC STORM DRAIN	26	LF	185.00	4,810.00	26.00	4,810.00			4,810.00	100%	-	
108	15" SDR 35 PVC STORM DRAIN	288	LF	275.00	79,200.00	288.00	79,200.00			79,200.00	100%	-	
109	24" ASTM F679 PVC STORM DRAIN	25	LF	310.00	7,750.00	25.00	7,750.00			7,750.00	100%	-	
110	36" RCP STORM DRAIN (C1.2)	323	LF	525.00	169,575.00	323.00	169,575.00			169,575.00	100%	-	
111	CONNECT NEW LATERAL TO EXISTING INLET	5	EA	3,600.00	18,000.00	4.00	14,400.00			14,400.00	80%	3,600.00	
112	CONNECT EXISTING STORM DRAIN TO NEW MANHOLE	2	EA	9,100.00	18,200.00	2.00	18,200.00			18,200.00	100%	-	
113	CONNECT TO EXISTING 9th AVE S MANHOLE	1	LS	14,000.00	14,000.00	1.00	14,000.00			14,000.00	100%	-	
114	48" BASIC MANHOLE	2	EA	7,800.00	15,600.00	2.00	15,600.00			15,600.00	100%	-	
115	ADDITIONAL 48" MANHOLE DEPTH	9	VF	385.00	3,465.00	9.00	3,465.00			3,465.00	100%	-	
116	60" BASIC MANHOLE	2	EA	12,500.00	25,000.00	2.00	25,000.00			25,000.00	100%	-	
117	ADDITIONAL 60" MANHOLE DEPTH	15	VF	725.00	10,875.00	15.00	10,875.00			10,875.00	100%	-	
118	72" BASIC MANHOLE	2	EA	18,000.00	36,000.00	2.00	36,000.00			36,000.00	100%	-	
119	ADDITIONAL 72" MANHOLE DEPTH	8	VF	950.00	7,600.00	8.00	7,600.00			7,600.00	100%	-	
120	TYPE II CURB INLET w/CONCRETE APRON	2	EA	9,750.00	19,500.00	2.00	19,500.00			19,500.00	100%	-	
121	CURVED VANE GRATE	5	EA	2,800.00	14,000.00	5.00	14,000.00			14,000.00	100%	-	
122	CONCRETE INLET APRON	1	EA	9,000.00	9,000.00	-	-			-	0%	9,000.00	
123	3" MINUS IMPORTED TRENCH BACKFILL MATERIAL	535	CY	89.00	47,615.00	758.00	67,462.00			67,462.00	142%	(19,847.00)	
124	TYPE 2 PIPE BEDDING	50	CY	68.00	3,400.00	12.00	816.00			816.00	24%	2,584.00	
125	FLOWABLE FILL	2	CY	500.00	1,000.00	18.00	9,000.00			9,000.00	900%	(8,000.00)	
126	STABILIZATION GEOTEXTILE	730	SY	5.00	3,650.00	832.00	4,160.00			4,160.00	114%	(510.00)	
127	BASE COURSE, 1 1/2" MINUS	245	CY	80.00	19,600.00	269.00	21,520.00			21,520.00	110%	(1,920.00)	
128	6" A.C. PAVEMENT REMOVAL AND REPLACEMENT	730	SY	85.00	62,050.00	806.00	68,510.00			68,510.00	110%	(6,460.00)	
129	9" REINFORCED CONCRETE REMOVAL	17	SY	425.00	7,225.00	17.00	7,225.00			7,225.00	100%	-	
130	CURB AND GUTTER REMOVAL AND REPLACEMENT	40	LF	125.00	5,000.00	42.00	5,250.00			5,250.00	105%	(250.00)	
131	4" CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	30	SY	248.00	7,440.00	37.00	9,176.00			9,176.00	123%	(1,736.00)	
132	MISCELLANEOUS WORK	75,000	UNIT	1.00	75,000.00	-	-			-	0%	75,000.00	
		-		-	-	-	-			-	-	-	
		-		-	-	-	-			-	-	-	
		-		-	-	-	-			-	-	-	
		-		-	-	-	-			-	-	-	
Original Contract Totals						\$ 948,620.00	\$ 897,159.00	\$ -	\$ 897,159.00	95%	\$ 51,461.00		

## Progress Estimate - Unit Price Work

Owner: CITY OF GREAT FALLS MONTANA  
 Engineer: GREAT WEST ENGINEERING  
 Contractor: ED BOLAND CONSTRUCTION INC.  
 Project: 5th ST DRAINAGE - 10th AVE S. CROSSING  
 Contract: O.F. 1811.2

## Contractor's Application for Payment

Owner's Project No.: O.F.1811.2  
 Engineer's Project No.:  
 Contractor's Project No.: 610

Application No.: 3 Application Period: From 10/01/25 to 12/01/25										Application Date: 12/18/25			
A	B	C	D	E	F	G	H	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
		Contract Information				Work Completed							
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (F X G) (\$)						
Change Orders													
Change Order Totals				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Original Contract and Change Orders													
Project Totals		\$ 948,620.00			\$ 897,159.00	\$ -	\$ 897,159.00	\$ -	\$ 897,159.00	95%	\$ 51,461.00		

**PROJECT SUMMARY SHEET:**  
**5<sup>th</sup> ST AND 10<sup>TH</sup> AVE S DRAINAGE CROSSING, O.F. 1811.2**  
**FY 2026 Capital Improvement Plan**  
**Current as of: December 30, 2025**

**Description:** To improve the stormwater capacity along the stretch of the 5<sup>th</sup> St S storm main, spanning from 9<sup>th</sup> Ave S to the southern side of 10<sup>th</sup> Ave S.

**Justification:** The current segment of the storm main is undersized, leading to frequent flooding issues in the vicinity of 9<sup>th</sup> Ave S and 10<sup>th</sup> Ave S. This specific project constitutes one phase of a multi-phased effort aimed at mitigating flooding concerns, which include instances of overtopping on 9<sup>th</sup> Ave S and subsequent flooding of nearby properties during minor storm occurrences.

**Scope:** This project involves installing a 24-inch parallel storm pipe under 10th Ave S, which will connect to a new 36-inch parallel pipe on the north side of 10th Ave S. Additionally, a new 100-foot, 15-inch parallel storm line will be installed adjacent to Bison Ford, connecting the 24-inch and 36-inch pipes. The project also includes adding two inlets at the intersection of 9th Ave and 5th St S and upgrading the inlet grates at the intersection of 10th Ave and 5th St S.

**Added to CIP:** Design 1<sup>st</sup> half FY 2025/Construction 2nd half FY 2025

**CIP Timeline:** On track

**Cost:**

- CIP programmed cost/FY: \$620,000/FY 2026
- Awarded Cost: \$950K
- Final Cost: \$900K

**Funding Source(s):** 100% Stormwater Fund

- Funding Match Requirements: N/A

**Planned Execution Method:** Design-Bid-Build

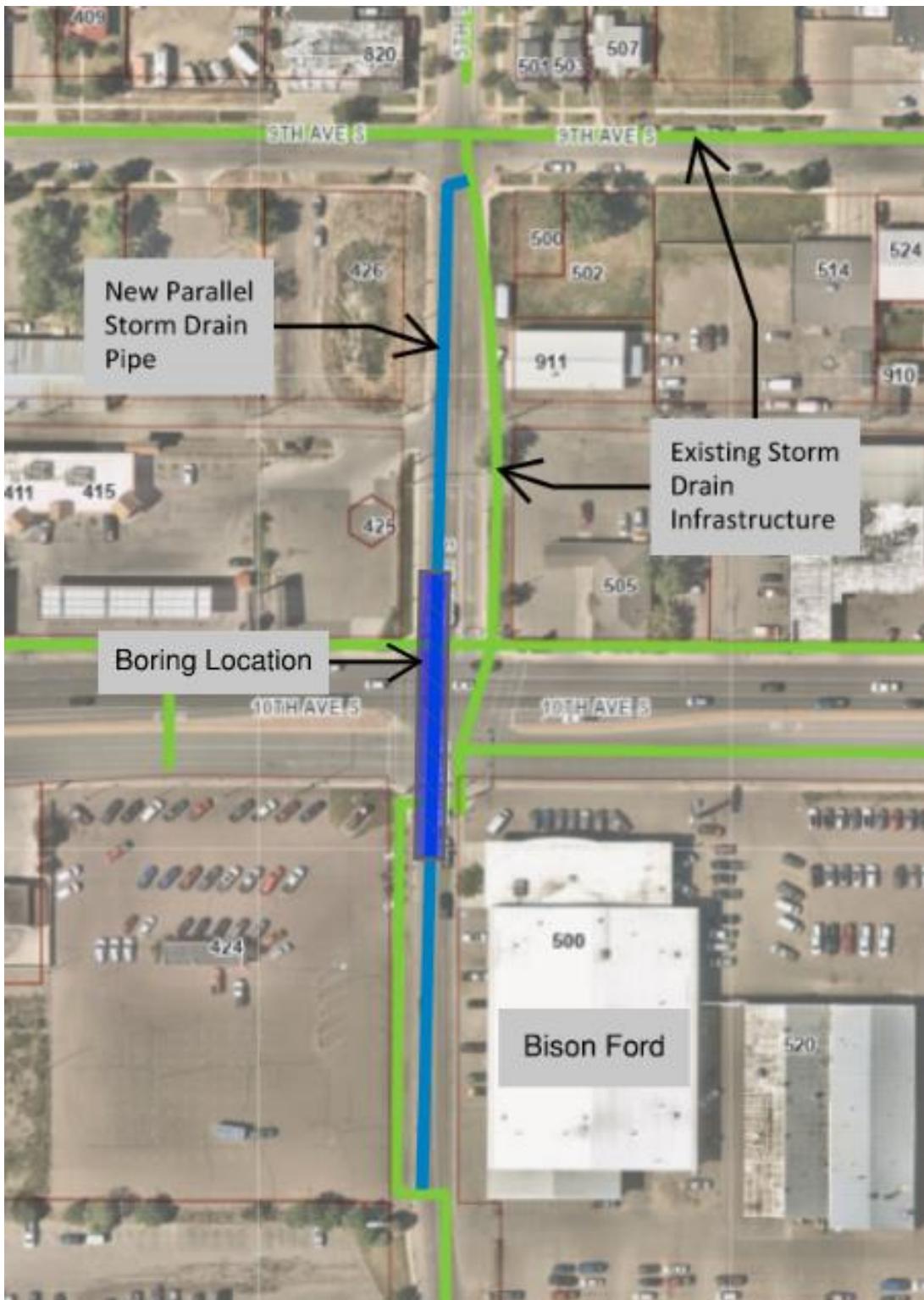
**Planned Construction CY:** Summer 2025

**Current Project Stage (Estimated Completion Date):** Warranty: Ed Boland Construction (Winter 2027)

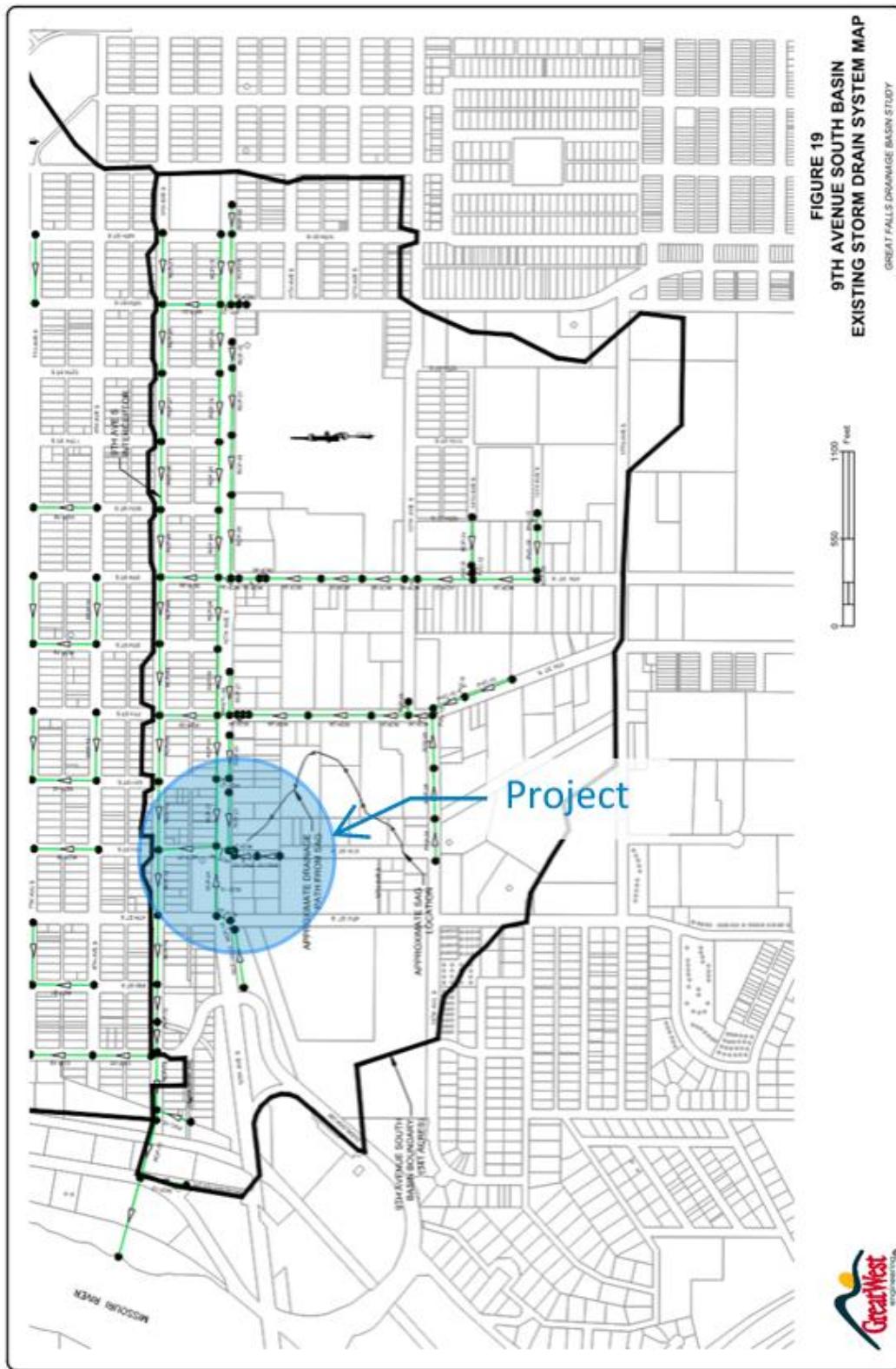
- Design Method: Consultant (Great West)
- Contractor: Ed Boland Construction

**Map & Site Pictures:** See next page

**PROJECT SUMMARY SHEET:**  
**5<sup>TH</sup> ST AND 10<sup>TH</sup> AVE S DRAINAGE CROSSING, O.F. 1811.2**  
**FY 2026 Capital Improvement Plan**  
**Current as of: December 30, 2025**



**PROJECT SUMMARY SHEET:**  
**5<sup>th</sup> ST AND 10<sup>TH</sup> AVE S DRAINAGE CROSSING, O.F. 1811.2**  
**FY 2026 Capital Improvement Plan**  
**Current as of: December 30, 2025**





Commission Meeting Date: January 20, 2026

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Construction Final Payment: South Great Falls Storm Drain Middle Basin, OF 1820.0

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff Gaub, Public Works Director

**Action Requested:** Consider and Approve Final Pay Request

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1. Commissioner moves:

“I move that the City Commission (approve/not approve) Final Payment for the South Great Falls Storm Drain Middle Basin project in the amount of \$86,306.84. This comprises \$85,443.77 to United Materials of Great Falls and \$863.07 to the State Miscellaneous Tax Fund and authorizes the City Manager to make the payments.”

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

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**Staff Recommendation:** Approve the Final Pay Request.

**Summary:** This project included improvements to the storm drain infrastructure in the South Great Falls Middle Basin, connecting existing storm pipe in 10th St S near 24th Ave S to existing pipe in 6th St S near 30th Ave S.

The City Commission awarded the construction contract to United Materials on December 3, 2024. A change order in the amount of \$149,721 was approved by the City Commission at its June 3, 2025, meeting. Substantial completion was achieved on October 24, 2025, and United Materials has completed all work and punch list items.

**Background:** The South Great Falls Storm Drainage Master Plan was completed in April 2012. The plan evaluated existing conditions and recommended storm drain mains, detention ponds, and outfalls for the north, middle, and south basins of the South Great Falls area, to be used as a long-range planning tool.

Nine projects have been constructed to date based on the recommendations of the study, including this project. Four projects remain and are required to further mitigate flooding. The study documented that residents in the area have expressed concerns regarding periodic flooding.

**Workload Impacts:**

Water and Environmental Technologies (WET), with assistance from the Public Works Department, completed the design-phase engineering, including plans and specifications. City staff provided

construction-phase engineering services, project inspection, and served as the primary point of contact for City correspondence.

**Purpose:**

The purpose of the South Great Falls Storm Drain Middle Basin project is to close a critical gap in the storm drainage system by installing new storm drain infrastructure between 10th Street South and 6th Street South, capturing stormwater that currently flows overland across adjacent properties

**Project Work Scope:**

See attachment 2.

**Final Payment:**

The final project cost is \$1,669,136.80, which is \$87,441.00 greater than the original contract amount. The increase is the result of a change order approved on June 3, 2025, to install temporary construction access and to compensate the contractor for standby time during a temporary suspension. These items required additional materials, labor, and equipment hours beyond those originally anticipated.

**Conclusion:**

City staff recommends approval of the final payment. City staff has verified that United Materials of Great Falls has completed all work and punch list items in accordance with the plans and contract documents. The two-year warranty period began at the time of substantial completion on October 24, 2025.

**Fiscal Impact:**

This project was funded through the Stormwater Fund.

**Alternatives:**

The City Commission may vote to reject the final payment and direct City staff to provide the contractor with a written statement detailing the reasons for disapproval. Failure to provide a valid reason for disapproval could result in the City of Great Falls remaining obligated to pay United Materials for work completed in accordance with the construction agreement.

**Attachments:**

1. Final Pay Documents
2. Project Summary Sheet

## PROJECT FUNDING/EXPENDITURE SUMMARY

#### **SOUTH GREAT FALLS STORM DRAIN MIDDLE BASIN - OF 1820.0**

PREPARED BY THE CITY ENGINEERS OFFICE: RCS DATE: 12/29/2025

FINAL

HOLD FOR COMMISSION 1/20

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Engineering:  Water and Environmental Technologies	Storm Drain Fund 5315.31.575.49325	\$14,291.75	\$17,543.00	\$11,019.50	\$13,712.78	\$56,702.25	\$195,000.00	\$184,815.15	\$10,184.85
	DATE	03/11/24	04/03/24	05/06/24	06/04/24	07/02/24			
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10			
		\$50,771.87	\$5,056.25	\$9,448.25	\$2,959.50	\$1,951.50			
	DATE	08/06/24	09/11/24	12/09/24	04/18/25	05/16/25			
		NO. 11	NO. 12	NO. 13	NO. 14	NO. 15			
		\$1,358.50							
	DATE	07/15/25							

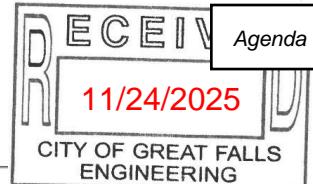
PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Contractor: <b>United Materials</b>	5315.31.575.49310	\$151,260.61	\$605,720.56	\$318,476.81	\$491,543.67	\$85,443.77	\$1,714,102.63	\$1,652,445.42	\$61,657.21
	DATE	05/01/25	07/03/25	07/30/25	10/31/25	11/24/25			
Contractor: <b>MT DEPT. OF REV. 1%</b>	5315.31.575.49310	\$1,527.89	\$6,118.39	\$3,216.94	\$4,965.09	\$863.07	\$17,314.17	\$16,691.38	\$622.79
	DATE	05/01/25	07/03/25	07/30/25	10/31/25	11/24/25			
						<b>SUBTOTAL</b>	<b>\$1,731,416.80</b>	<b>\$1,669,136.80</b>	<b>\$62,280.00</b>

Miscellaneous	Misc	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5				
	5315.31.575.49325	\$192.90					\$1,000.00	\$192.90	\$807.10	
	5315.31.575.49310					\$304.20	\$0.00	\$304.20		
	Vender	Tribune								
	DATE	12/03/24					SUBTOTAL	\$1,304.20	\$192.90	\$1,111.30
							TOTALS	\$1,927,721.00	\$1,854,144.85	\$73,576.15

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW312407					
	5315.31.575.49325	Professional Services Engineering	\$195,000.00	\$184,815.15	\$10,184.85
	5315.31.575.49310	Improvement other than buildings	\$1,731,416.80	\$1,669,136.80	\$62,280.00
	5315.31.575.49325	Miscellaneous	\$1,000.00	\$192.90	\$807.10
	5315.31.575.49310	Miscellaneous	\$304.20	\$0.00	\$304.20
		<b>TOTALS</b>	<b>\$1,927,721.00</b>	<b>\$1,854,144.85</b>	<b>\$73,576.15</b>

# APPLICATION FOR PAYMENT NO. **FIVE - FINAL**

Agenda #12.



To: City of Great Falls

From: United Materials of Great Falls, Inc.

Contract: South Great Falls Storm Drainage Improvements 6<sup>th</sup> St S to 24<sup>th</sup> Ave S Storm Drain Extension O.F. 1820.0

Project: South Great Falls Storm Drainage Improvements 6<sup>th</sup> St S to 24<sup>th</sup> Ave S Storm Drain Extension

OWNER's Contract No. 1820.0 ENGINEER's Project No. PW312407

For Work accomplished through the date of: November 30, 2025

1.	<b>Original Contract Price:</b>	\$ <u>1,581,695.80</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>149,721.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>1,731,416.80</u>
4.	Total completed <u>\$1,669,136.80</u> and stored () to date:	\$ <u>1,669,136.80</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ <u>0.00</u>	
	<u>5</u> % of stored material: \$ <u>                  </u>	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>1,669,136.80</u>
7.	Less previous Applications for Payments:	\$ <u>1,582,829.96</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>86,306.84</u>
9.	Less 1% State Gross Receipts Tax:	\$ <u>863.07</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	\$ <u>85,443.77</u>

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated 11-24-2025

United Materials of Great Falls, Inc.

CONTRACTOR

By:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12/29/2025

City of Great Falls

ENGINEER

By:

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

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



**PROJECT SUMMARY SHEET:****SOUTH GREAT FALLS STORM DRAIN IMPROVEMENTS MIDDLE BASIN, O.F. 1820.0****FY 2024 Capital Improvement Plan****Current as of: January 7, 2026**

**Description:** Install new storm drain pipe to connect existing storm drain in 6<sup>th</sup> Street South and 10<sup>th</sup> Street South.

**Justification:** Previously, storm water flowed over Great Falls School District property. Project connected existing storm drain systems to outfall in Missouri River. Design based on recommendations in the South Great Falls Storm Drainage Master Plan from 2012.

**Scope:** Design and install 3,250 linear feet of 48-inch to 36-inch storm drain pipe to connect existing storm drain in 6<sup>th</sup> Street South to existing storm drain in 10<sup>th</sup> Street South.

**Added to CIP:** 1<sup>st</sup> half FY2024

**CIP Timeline:** On track

**Cost:**

- CIP programmed cost/FY: \$1.8M/FY25
- Awarded Cost: \$1.6M
- Final Cost: \$1.7M

**Funding Source(s):** Utilities (Storm)

**Planned Execution Method:** Design-Bid-Build

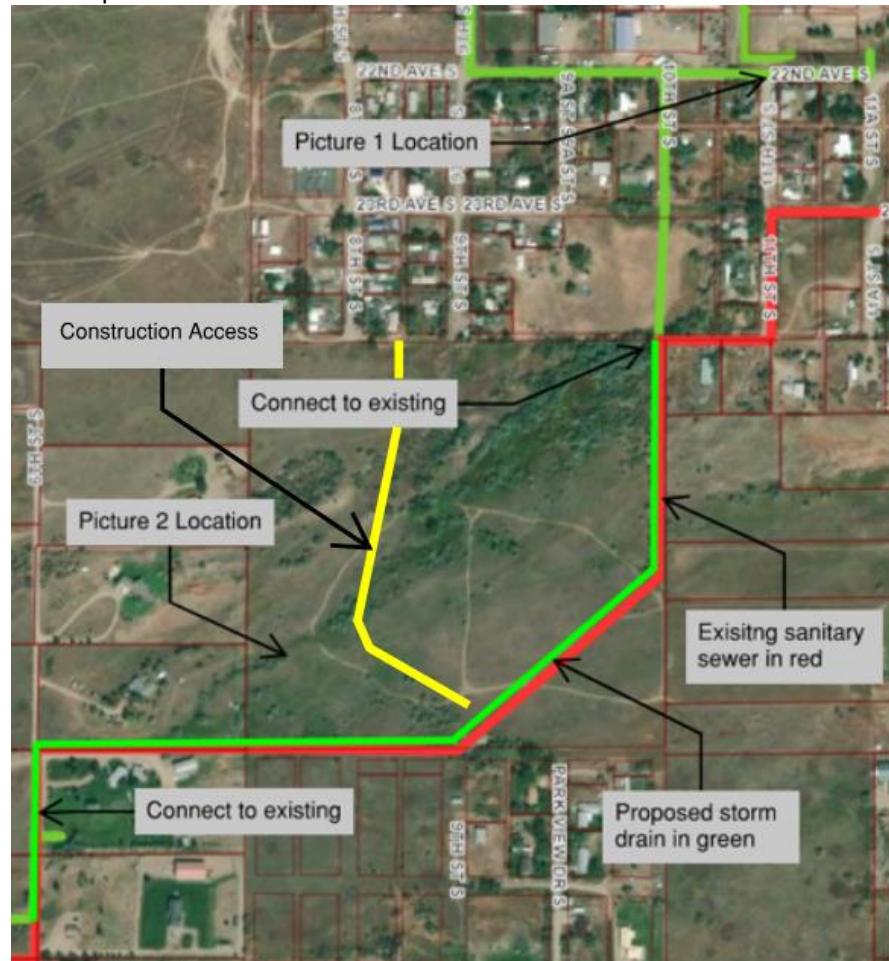
**Planned Construction CY:** Spring 2025 to Winter 2025

**Current Project Stage (Estimated Completion Date):** Warranty: United Materials (Fall 2027)

- Design Method: Consultant (Water & Environmental Technologies)

**Map & Site Pictures:**

Site Map:



**PROJECT SUMMARY SHEET:**  
**SOUTH GREAT FALLS STORM DRAIN IMPROVEMENTS MIDDLE BASIN, O.F. 1820.0**  
**FY 2024 Capital Improvement Plan**  
**Current as of: January 7, 2026**

Picture 1: Flooding near 22<sup>nd</sup> Avenue South and 11<sup>th</sup> Street South:



Picture 2: Flooding near 6<sup>th</sup> Street South





Commission Meeting Date: January 20, 2026  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Business Improvement District (BID) FY 2026 Budget Amendment

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Business Improvement District Board of Directors

**Presented By:** Kellie Pierce, BID

**Action Requested:** Conduct Public Hearing and Approve the Business Improvement District FY 2026 Budget Amendment

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**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/deny) the FY 2026 Business Improvement District Budget Amendment."
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

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**Staff Recommendation:** The BID recommends that the City Commission approve the FY 2026 BID Budget Amendment.

**Background:** The Commission approved the 2025/2026 BID Budget and Work Plan on July 15, 2025. The actual amount of assessments levied was higher than the approved budget by an amount of \$76,256.

**Fiscal Impact:** There is no fiscal impact to the City of Great Falls. The budget amendment reflects a 12.6% increase in the overall budget from \$604,929 to \$681,185.

**Alternatives:** The City Commission could choose not to conduct a public hearing, therefore denying the budget amendment.

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

**Attachments/Exhibits:**

BID 2025/2026 Work Plan

Amended Budget

Letter from BID Executive Director

11/13/25 Board of Directors Meeting Minutes



# 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



#### ➤ 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



#### ➤ 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	\$379,529	76,256
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	
<b>Total Revenues</b>	<b>\$604,929</b>	

**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	\$109,756	76,256
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	
<b>Total Expenses</b>	<b>\$603,816</b>	

**Net Revenue/Loss**

**\$1,113**



## Great Falls Business Improvement District

318 Central Avenue, Great Falls MT – 406-727-5430 – [Kellie@downtowngreatfalls.net](mailto:Kellie@downtowngreatfalls.net)  
[www.greatfallsBID.com](http://www.greatfallsBID.com)

Agenda #13.

December 4, 2025

Dear Mayor and City Commissioners,

The Great Falls Business Improvement District was notified of an increase in assessments totaling \$76,256 for FY26 due to the increase in property values in the district. The BID board approved the budget amendment for funds to be allocated to Special Projects in the current fiscal year. Although the board has identified several aspirational initiatives for future consideration, no specific project has been designated for FY26 at this time. This line item allows the BID to make those decisions at the board level and adhere to the allocated budget.

The previous increase in our assessments was successfully spent on new holiday décor for Central Avenue, the lighted snowflakes, and the addition of a part-time employee to help with outside tasks such as keeping the alleys and sidewalks clean, maintaining weeds and tree issues, and removing graffiti.

There is zero fiscal impact on the City of Great Falls since additional assessments paid fall within the BID's operating budget. Included are the current work plan and the minutes that reflect the board approved amendments.

**Business Improvement District**  
**318 Central Avenue**  
**Recording available via the City of Great Falls records request**  
**November 13, 2025**

Board Present: Jason Kunz, Neal DuBois, Caralina Carlson, Leo Imperi, Erica Ferrin  
 Board Absent: Sherrie Arey, Keith Cron  
 Guests Present: Jake Clark, Katie Carvell  
 Staff Present: Kellie Pierce

- I. **Call to order & Roll Call:** Jason called the meeting to order at 9:01am; roll call of all present, a quorum was established.
- II. **Guests/Public Comment:** There was no public comment at this time.
- III. **BID Board: Conflict of Interest:** There were no Board members with a conflict of interest with any items on the agenda at this time.
- IV. **Approval of minutes from 10/9/25 Board meeting:** Leo motioned to approve the meeting minutes from the 10/9/2025 Board meeting, as presented. Cara seconded. **Motion passed unanimously.**
- V. **Financials: Budget Amendment:** Kellie reported that she put the additional assessments of \$76,256 into special projects, as recommended by the Board. Leo motioned to approve the additional assessments being budgeted as Special Projects. Cara seconded. **Motion passed unanimously.**

9:05am – Neal DuBois arrived.

Monthly Financials: October 2025 financials were provided to the Board via email. Kellie reported that the BID is transferring QB's Online to TechSoup, they support non-profits by providing computer programs at reduced rates. It will cost approximately \$80 per year, which will be split with DGFA versus our current expense of \$115 per month (also split with DGFA). Neal motioned to approve the 10/31/25 financial statements which include the Balance Sheet and the Profit & Loss. Cara seconded. **Motion passed unanimously.**

- VI. **BID Business:**

Beautification: Kellie reported that holiday décor is being installed, the Christmas tree will be in place next week. Tilleraas has installed new décor into the rock planters. 1<sup>st</sup> Ave N Underpass: Kellie noted that there was nothing new to report, at this time. ArtsFest: Proxi: Kellie shared an update on Proxi, she is working on the map. Alley Lighting Project: Kellie reported that she is completing the Montana Main Street Grant and it is due 11/14. She continues to work with Cushing Terrell on this project. She is pursuing a grant for \$75K. BID Truck: Kellie reported that Wes is recommending a ½-ton truck with a 6-foot bed. Construction Project: Kellie reported that the project is complete on the roadways, they have some ADA concrete work to finish. The streetscape on 7<sup>th</sup> Street is also mostly complete, with trees and light poles to be installed in the spring. The next phase will be on the north side around the post office. Kellie added that the contractor was great to work with. These items will be removed from the agenda. Snow Removal: Kellie recommended to the Board that the BID should continue with Hudson's for snow removal. It was noted that Hudson's has insurance and is ready to provide this service to the BID. She noted that if the Board approves, she will update the contract with Hudson. Cara motioned to approve the BID continuing snow removal services with Hudson's. Neal seconded. **Motion passed unanimously.**

Sound System: Kellie reported that the sound system is being worked on, installation should begin on Tuesday. She noted that the BID needs to acquire a new computer, the computer that has been used is damaged.

**Downtown Great Falls Association:** Harley introduced Anna to the BID Board, she will be taking Harley's position when she moves in March. Harley reminded the Board that Ladies Night is next Thursday with 31 participants. There is an interactive map. Next year this event will have the information shared via Proxi. November 29<sup>th</sup> is the Parade of Lights and Small Business Saturday;

December 5<sup>th</sup> is the Christmas Stroll. Volunteers are needed for these events. Proxi is being used for the Stroll, with awesome prizes. Today is the last day of Military Appreciation Days; they are changing it to host one per month and sharing what DGFA members offer for military. The Stroll buttons are available now.

**Downtown Park Project:** Kellie reported that BACI is working on putting together a strategic plan for the next 3 years for BACI. They are hoping to put a proposal together by April 2026, giving the property owner some options.

**Downtown Partnership:** Downtown TIF District: Kellie reported that nothing has been able to change since 10/1, so there has been no movement. She is not sure when the City Commission will be appointing members of the TIF advisory group; she noted that she did submit an application to serve on the committee. Parking Commission: Kellie reported that the signs are in place. The City is hosting some meetings with downtown stakeholders to discuss parking. The City is proposing terminating the month-to-month contract with SP+ and having City staff become the primary entity that runs parking. They would do this for a 12-month period until they figure out what the next steps are. They are also proposing an increase in fees and fines and proposing to eliminate the courtesy ticket. There is a Special Work Session with the City Commission scheduled for 12/1.

**Downtown Safety Alliance:** Kellie reported that they had GFPD present last week who gave an update on the summer activity downtown. They are cautiously optimistic that Chief Newton may assign an officer downtown after the first of the year, but nothing has been formalized.

**Expansion:** Kellie reported that following the discussion last month of changing the boundaries, she recommends pushing expansion out another year so it can be done correctly. She added that the BID is up for renewal in 2029.

**Grant Programs:** Kellie reported that there are three grant applications.

Business Incentive Grant – Psychiatry of the Falls: The monthly rent is \$800 with a one-year lease effective 11/1/2025, the grant would be made payable to Madill Enterprises. Leo motioned to approve the Business Incentive grant application for Psychiatry of the Falls for \$800, as presented. Cara seconded. **Motion passed unanimously**.

Interior Grant – Psychiatry of the Falls: Kellie reported that the interior grant application for Psychiatry of the Falls includes an estimate of \$34,760. It was noted that there will be one full-time employee. Discussion followed. It was noted that the grant would max out at \$5,000. Cara motioned to approve the Business Interior grant application for Psychiatry of the Falls, with a maximum payout of \$5,000, as presented. Erica seconded. **Motion passed unanimously**.

Interior Grant – Children’s Museum: Kellie reported that the interior grant application for the Children’s Museum includes an estimate of \$55,000. It was noted that the grant would max out at \$5,000. Neal motioned to approve the Business Interior grant application for the Children’s Museum, with a maximum payout of \$5,000, with the condition that a bid is provided to the Board. Erica seconded.

**Motion passed unanimously**.

Grant Criteria: Kellie reported that she reached out to the City Attorney multiple times and has had no response. The updates include change/approval of two sentences to the Grant Criteria.

**Great Falls Development Alliance:** Katie reported that the Entrepreneur event is Wednesday 11/19 at The Newberry. This event celebrates entrepreneurs. They held an energy event that was successful. They went to Bozeman and met with some business owners; they focused on food. She asked the Board to provide feedback on what they hear downtown. She added that they have been highlighting businesses around the region for Veteran’s Day. They have identified another potential building for a catalyst project downtown. They held a tour with a national company that could bring 150 jobs to Downtown. Jake noted that they are looking for businesses that are opening or starting a project to present at Ignite, the event is January 9<sup>th</sup>.

**Personnel:** Kellie reported that the draft of the Employee Handbook was provided to the Board, putting processes in place for Downtown employees. It outlines paid time off, spending limits, and retirement benefits. She has outlined this handbook after review of Tourism BID, as recommended by the auditor. The Board will review with the goal of taking action in December.

**Work Plan FY2026:** Kellie reported that the work plan continues to be worked.

VII. **New Business:** There was no new business presented to the Board.

VIII. **Public Comment:** There was no public comment presented to the Board.

IX. **Adjournment:** Meeting adjourned at 9:48am.

Jason Kunz, Chair

Kellie Pierce, Staff

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_



Commission Meeting Date: January 20, 2026

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10611, titled “A Resolution Declaring Certain Property Located at 816 3rd Avenue South, Lot 005, Block 424, Great Falls Original Townsite, Cascade County, Montana 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:** Brock Cherry, Director, Planning and Community Development

**Action Requested:** Conduct a Public Hearing and adopt Resolution 10611.

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**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.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10611, Declaring Certain property located at 816 3rd Avenue South, Lot 005, Block 424, Great Falls Original Townsite, 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.

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**Staff Recommendation:** Staff recommends the City Commission adopt Resolution 10611, Declaring Certain Property located at 816 3rd Avenue South, a Nuisance.

**Summary:** Beginning in 2007, and continuing through December 2025, the Great Falls Planning and Community Development Department received multiple complaints about the condition of the property owned by Mr. Gilstrap located at 816 3rd Avenue South. Initial complaints began with property maintenance violations, graffiti, dilapidated conditions concerning the house on the exterior, and living in the structure, and recreational vehicle(s), with no utilities; as well as additional complaints of vehicles on the property and many complaints to law enforcement throughout the years. The Department made all efforts attempting to work with the owner to bring the property into compliance. Violation and notice letters have been mailed throughout the years, as well as meetings with the owner, 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 neglecting all property maintenance the home and property continued to deteriorate.

On October 7, 2025, the Building Safety Division with Great Falls Fire Rescue and the Great Falls Police Department executed a warrant to further assess the condition of the property and secure the same. At that time, the Building Official deemed the home uninhabitable and immediately ordered it vacated. The dilapidated and unsafe condition of the residence due to deferred maintenance and no active utilities makes it unfit for human occupancy. Observations from the public right-of-way and the on-site visit showed continued violations consistent with the history of complaints. As of December 26, 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 an unsafe condition due to deferred maintenance and no active utilities;
2. Junk, trash, salvage materials, discarded household items, etc., visible throughout the front/side/rear yards, including, but not limited to, bicycle parts, bags, trash, blankets/tarps, appliance(s), furniture, wood, etc.
3. Temporary shelter(s) in the back yard of the residence; and
4. White SUV displaying license plate MT 38-0415D illegally parked in the backyard of the property

The current condition of the property is shown in the photos attached as Exhibits hereto. Based upon 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 abatement pursuant to that chapter. The continued presence of these conditions propagates blight in the neighborhood, which impacts surrounding properties. Staff recommends that the abatement include razing the existing residence on the property.

The Title Commitment from Legacy Title of Montana LLC, acquired on October 30, 2025, indicated that Jason Leif Gilstrap was the owner of the property. The City hand-delivered Jason Gilstrap a letter dated October 23, 2025, and another dated October 31, 2025, requiring the violations be corrected within 30 days. The owner did not complete the required abatement. The City then mailed a Public Hearing Notice to Mr. Gilstrap, dated December 2, 2025 (by regular USPS mail and certified mail) to two separate addresses, and posted on the front of the property requesting complete abatement in 30 days by removing or taking the appropriate action to correct the nuisances. The Notice of Public Hearing was published on January 11 & 18, 2026, in the Great Falls Tribune.

**Concurrences:** Planning and Community Development coordinated with the Legal Department on this matter.

**Alternatives:** The Commission could deny Resolution 10611. If the commission denies Resolution 10611, the Nuisance will not be abated for the foreseeable future.

**Fiscal Impact:** The total cost of the abatement, to include removal of vehicles, temporary shelters, trash, salvage materials, and razing the residential structure, is unknown at this time. Funds from the Hazard Removal Fund will be used to carry out abatement if necessary.

**Attachments/Exhibits:**

- Resolution 10611
- First Letter – 10-Day and 30-Day Nuisance Letter
- Second Letter – Public Hearing Notice and Summary Inspection Statement
- Property History & Enforcement Summary
- 2025 Photos

## **RESOLUTION 10611**

**A RESOLUTION DECLARING CERTAIN PROPERTY LOCATED AT 816 3RD AVENUE SOUTH, LOT 005, BLOCK 424, GREAT FALLS ORIGINAL TOWNSITE, CASCADE COUNTY, MONTANA A NUISANCE, ORDER THE NUISANCE BE ABATED, AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY.**

\*\*\*\*\*

**WHEREAS**, Jason Leif Gilstrap, (hereinafter “property owner), owner of the real property and structures located at 816 3<sup>rd</sup> Avenue South, and legally described as Lot 005 Block 424, Great Falls Original Townsite, 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 January 20, 2026, wherein said property owner 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 property owner 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 repaired, demolished or other appropriate act necessary to cure the nuisance; and

**WHEREAS**, said property owner 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 public hearing on January 20, 2026, regarding the property pursuant to OCCGF Section 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 8.49.040, 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 property owner with a copy of this resolution by certified mail, postage prepaid, and return receipt requested, as required by OCCGF Section 8.49.050.

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF GREAT FALLS, MONTANA,** 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 January 20, 2026.

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Cory Reeves, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT

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David Dennis, City Attorney




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

October 31, 2025

Certified Mail # 9589071052703260295428

Jason Leif Gilstrap  
3833 5<sup>th</sup> Avenue North  
Great Falls Montana 59405-1230

And

Jason Leif Gilstrap  
816 3<sup>rd</sup> Avenue South  
Great Falls, Montana 59405-2103

**Re: 816 3<sup>rd</sup> Avenue South, Lot 005, Block 424, Great Falls Original, Great Falls, Montana 59405**

Dear Mr. Gilstrap,

I am writing this letter to you as the legal property owner, 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, spoken with you as the owner 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 materials, 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 816 3<sup>rd</sup> Avenue South was ordered vacated and will not be occupied on October 7, 2025. The Building Official entered the property to assess the condition on the interior and exterior of the Property. The Building Official saw extensive violations 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.

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 Chevy suburban displaying license plate MT 38 0415D illegally parked on the Property without the required off-street parking surfacing. See OCCGF § 17.32.150 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, trash 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 on the interior and exterior due to deferred maintenance and no working utilities for an extended period of time. 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 vehicle(s) mentioned above from the property.
2. Remove all debris/exterior storage/salvage materials, trash from the property in all the areas.
3. Completely clear out the interior of the residence in all areas, or demolition of the dilapidated house and foundation with the appropriate permit.
4. Re-establish all utilities required to occupy a structure.

Pursuant to OCCGF § 8.49.030, you will have ten (10) days from the date of this letter 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 with-in 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,



Bruce Haman  
Great Falls Planning and Community Development Building Official

- c. Greg Doyon, City Manager  
Rachel Taylor, Deputy City Attorney  
David Dennis, City Attorney



Planning & Community Development  
Room 112  
2 Park Drive South  
Great Falls, MT 59401

December 2, 2025

Certified Mail # 9589071052703260295268

Jason Leif Gilstrap  
3833 5<sup>th</sup> Avenue North  
Great Falls, MT 59405-1230

And

Jason Leif Gilstrap  
816 3<sup>rd</sup> Avenue South  
Great Falls, MT 59405-2103

**Re: 816 3<sup>rd</sup> Avenue South, Great Falls, MT 59405**

Mr. Gilstrap,

I am writing this letter to you as the legal property owner of the above referenced property, addressed 816 3<sup>rd</sup> Avenue South, Great Falls, MT 59405. If you no longer own this 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 January 20, 2026, 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 Chevy Tahoe displaying license plate MT 38 0415D parked on the Property without the required off-street parking surfacing, in addition to the residence being uninhabitable and a public health and safety concern with no running water, electricity or natural gas making it unsafe and not fit for human occupancy. Apparent conditions on the property constitute a violation of the OCCGF §§ 8.49.030, 8.51.030, 17.32.150, 17.36.2.030, and 2009 International Property Maintenance Code (IPMC) §§ 108, 109, 110, 302, 304, and 305. 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 certain property a nuisance. If the Commission adopts a resolution declaring the property a nuisance, **you will be given a final**

RE: 816 3<sup>rd</sup> Avenue South, Great Falls MT 59405

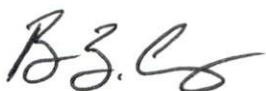
December 2, 2025

Page 2

**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 Code Enforcement Officer, Heather Rohlf, at 406-455-8574 by email at [codeenforce@greatfallsmt.net](mailto: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  
Planning & Community Development Director  
City of Great Falls

cc: Greg Doyon, City Manager  
Rachel Taylor, Deputy City Attorney  
David Dennis, City Attorney  
Bruce Haman, Building Official

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



#### SUMMARY OF INSPECTION STATEMENT

See below for a list and description of observed violations on the property located at 816 3<sup>rd</sup> Avenue South:

1. White Chevy suburban displaying license plate MT 38 0415D parked on the property without the required off-street parking surfacing See OCCGF 17.32.150, 17.36.2.030;
2. Large amount of miscellaneous debris, exterior storage/salvage materials located in the alley, back, side, and front yards. See OCCGF 8.51.030. See International Property Maintenance Code (IPMC) 302, 304, and 305;
3. The entire residential structure and foundation is severely dilapidated and unsafe and not fit for human occupancy due to deferred maintenance. See International Property Maintenance Code (IPMC) 108, 109, 110, 302, 304, and 305.

## Property History & Enforcement Summary

**Property:** 816 3<sup>rd</sup> Avenue South – Owner: Jason Gilstrap

**Status:** No current active code enforcement action (as of August 2025)

### Background

The property has been a recurring source of complaints and enforcement actions for nearly two decades, requiring significant staff time and resources from multiple City departments. Issues have included public nuisance conditions, unauthorized camping, and junk/debris accumulation.

### Timeline of Key Actions

#### 2007-2010

- Records indicate early code concerns, but details from this period are limited

#### 2020

- June 21 – Property taxes delinquent; Aug 3 – tax lien filed.
- Aug 4 – Citizen complaint received.
- Aug-Sept – Multiple violation notices issued.
- Nov 6 – Temporary compliance achieved.

#### 2021-2022

- Sept 29 – Citizen complaint.
- Oct 2021-Jan 2022 – Violation notices issued; March – email from owner to staff.
- Advised owner that further complaints would go directly to Legal.

#### 2023

- May -July – Multiple citizen complaints; violations sent to Legal.
- July – Enforcement paused pending possible tax lien sale; lien avoided when taxes paid.
- 2023 taxes later delinquent.

#### 2024

- April – City water service shut for nonpayment.
- April – Complaint filed in Municipal Court citing public nuisance, junk/debris, and unauthorized camping.
- May-Oct – Multiple missed court appearances by owner; warrants issued, trial delays due to scheduling conflicts.
- Nov-Dec – Police and Public Works removed a camper from back yard; 2024 taxes delinquent.

#### 2025

- Jan 3 – Bench Trial; owner absent; found guilty on nuisance and junk/debris charges (camping dismissed).
- January – multiple missed court appearances but sentenced imposed a \$500 charge for each violation and ordered to bring property into compliance within 90 days.
- Jan-Spring – Sporadic cooperation from owner; discussed securing residence.

- Late Spring – Cost estimate prepared to secure home; unable to reach owner to further discuss.
- Aug – Neighbor complaints renewed; concerns over property conditions and occupancy.

### **Current Conditions**

- Property is believed to be occupied by owner and possibly other individuals.
- Ongoing complaints regarding nuisance conditions and unauthorized occupancy.
- Water service has been shut off since April 8, 2024; it is believed that all other utilities are shut off as well.

2025 PHOTO'S – 816 3<sup>RD</sup> AVE S















Commission Meeting Date: January 20, 2026  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Community Hall Park – Boys and Girls Club of Cascade County

**From:** Park & Recreation Department

**Initiated By:** Jessica Compton, Park & Recreation Interim Director

**Presented By:** Bryan Lockerby, Park & Recreation

**Action Requested:** Conduct Public Hearing for Boys and Girls Club of Cascade County Lease of the City owned property located in Community Hall Park.

---

**Public Hearing:**

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

---

**Suggested Motion:**

1. Commissioner moves:  

“I move that the City Commission (approve/not approve) a lease agreement of City owned property located in Community Hall Park with the Boys and Girls Club of Cascade County for a community garden project.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

---

**Staff Recommendation:** Staff recommends the City Commission approve the lease agreement of City owned property located in Community Hall Park with Boys and Girls Club of Cascade County.

**Summary:** The proposed lease with Boys and Girls Club of Cascade County would be a five-year lease with an option to renew at the City's sole discretion. Both the City and the Lessee have the option to terminate the lease with (60) days written notice. The leased City-owned property described as Community Hall Park, is located at 410 16<sup>th</sup> Street SW, Great Falls Montana. The lessee will be responsible for an annual fee and day-to-day maintenance.

**Background:** As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days' notice of the time and place of such hearing to be published in a paper of general circulation in the City. The Notice of Public Hearing was advertised in the Great Falls Tribune on Sunday, January 04, 2026.

In 2012 the City of Great Falls Park and Recreation Department entered into an agreement with Sunburst Unlimited, a 501(c) 3 program, for use of Community Hall Park in developing a network of vegetable gardens and fruit orchards called FRESH Food Farms. They grew fruit trees, bees for pollinating, barrel planting, raised gardens and pot plantings. Items grown were donated to local groups such as the Boys & Girls Club, Meals on Wheels, Head Start and LMI families.

In 2019 the City of Great Falls Park and Recreation Department entered into an agreement with River City Harvest for use of the north portion of Community Hall Park for an additional development network of vegetable gardens and fruit orchards for the community.

In 2023 and 2024, after Sunburst Unlimited and River City Harvest were unable to fulfill the terms of their respective leases, the Boys & Girls Club of Cascade County assumed both the leases and operational responsibility for the entirety of Community Hall Park.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. During the December 8, 2025 Park and Recreation Advisory Board meeting board members were given the opportunity to consider this renewal. The Park Advisory Board voted to recommend that the City Commission approve this lease agreement.

**Fiscal Impact:** The \$1.00 annual lease payment will go to the General Fund.

**Alternatives:** The alternative would be to not approve the lease. This would require the group to find other options to conduct their activities, and the City Park and Recreation Department would need to take over the care and maintenance of the property. This is not recommended due to the limited resources within Park and Recreation and the successful ongoing partnership with the club.

**Attachments:** Boys and Girls Club of Cascade County Lease  
Exhibit A

## LEASE AGREEMENT

This AGREEMENT is made effective the 1<sup>st</sup> day of January, 2026, by and between the **CITY OF GREAT FALLS**, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "City" and **BOYS AND GIRLS CLUB OF CASCADE COUNTY**, a Montana non-profit corporation with a mailing address of 600 1<sup>ST</sup> Ave SW, Great Falls, Montana 59404, hereinafter, the "Lessee."

W I T N E S S E T H:

**WHEREAS**, the City owns property described as Community Hall Park, located at 410 16<sup>th</sup> Street SW, Great Falls, MT (the "Property"); The Property is depicted on the attached **Exhibit A**.

**WHEREAS**, the City has leased the Property to Lessee, and other organized groups, for the purpose of conducting a community garden program;

**WHEREAS**, due to the expiration of lease agreements between City and the Lessee, in December of 2025, the City elected, with the consent of Lessee, to enter into a new lease for the Property;

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

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

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

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

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

**3. TERM.** The term of the lease will be for a period of five (5) years from January 1, 2026 to December 31, 2030. The term may be renewed for one (1) additional five (5) year term, beginning on January 1, 2031 and ending on December 31, 2035, unless a party gives the other party written notice of non-renewal on or before October 1, 2030. If the parties agree upon revised or additional terms an extension addendum shall be executed by the parties.

Notwithstanding the above term, this Agreement is terminated if Lessee's use of the Property ceases to be for a public purpose. In such event, the use of the Property immediately reverts to the City of Great Falls. Either party may terminate this Agreement, without cause, by

providing written notice to the other party at least sixty (60) days in advance. Nothing herein limits the City's right to terminate immediately if Lessee's use ceases to serve a public purpose or if Lessee is in default under this Agreement. Upon the expiration or termination of this Agreement and any extension thereof, Lessee shall leave the Property in as good condition as received, except for reasonable wear and tear.

**4. RENT.** In consideration therefore, the Lessee agrees to pay the City \$1.00 annually for the duration of the first five years of this Agreement. Rent for the second five years of this Agreement may be negotiated and agreed upon in an extension addendum provided for in Paragraph 3. Rent shall be paid upon execution of this Agreement and shall be paid on or before January 2<sup>nd</sup> of each calendar year thereafter.

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

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

- a. Use and occupy said Property in a careful and proper manner and not commit any waste therein;
- b. Not use or occupy said Property for any unlawful purpose, and will comply with all applicable federal, state and local laws, regulations, rules, or ordinances of all governmental authorities or agencies, respecting the use and occupation of the Property;
- c. Not use the Property for any purpose other than as stated herein, without written consent of the Park and Recreation Director or the Director's designee;
- d. Pay all bills, taxes, assessments, debts and obligations incurred by Lessee as a result of operations under this Agreement;
- e. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed hazardous;
- f. Not permit alcoholic beverages to be sold on the Property during the term of the agreement, unless prior approval is granted by the City, and in such case all required permits, licenses or other authorizations are obtained;

- g. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, other than livestock facilities, lighting, electrical or water improvements and installation of equipment, without prior written permission signed by the Park and Recreation Director or the Director's designee, and in addition thereto, shall make such approved changes at Lessee's cost, in compliance with the law and by obtaining all permits required for such work under City ordinance. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
- h. Ensure that routine maintenance, trash removal, and cleaning is effectively accomplished at its cost;
- i. Be responsible for all damage to property, public or private, that may be caused by Lessee's operations in the performance of this agreement; and
- j. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.

## 7. REPAIRS AND MAINTENANCE:

- a. Lessee Maintenance. Except as provided below, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to the City, keep and maintain the Property, including the building and improvements, and all appurtenances thereto, in good condition and repair by conducting ordinary day-to-day maintenance and repair, including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Property in a functional condition, inspect the Property on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist.
- b. Maintenance by City. City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Property or any improvements thereon. Further, City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee, its employees, agents, or invitees, which shall be the sole responsibility of Lessee.
- c. Entry by City for Maintenance. Should Lessee at any time fail, neglect or refuse to fulfill this obligation to repair and maintain after receiving written notice of such default and a minimum of 30 days to correct such default, City may, but need not, enter the Property and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

## 8. SUBLetting, USE AND ASSIGNMENT

- a. Lessee is authorized to allow third persons or organizations to temporarily use or rent the Property for periods of no more than five consecutive days, without the prior written permission of City. For any longer time periods, Lessee shall not have the right to assign this Lease Agreement or sublet the Property, or any part thereof, without the prior written permission of City.
- b. Any assignment, use or sublease, temporary or otherwise approved, shall be subject to all the provisions of this Agreement, and not affect the rental payable to City in any manner whatsoever.
- c. With any assignment, use or sublease, Lessee shall continue to be bound by all the terms, conditions and covenants of this Lease Agreement. Permission given by City to an assignment or sublease shall not be deemed to be permission given to any subsequent assignment or sublease. Other than as stated herein, any assignment or sublease made without the prior written permission of City shall be void, and shall, at the option of City, terminate this Lease Agreement.

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

- a. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold and enjoy the Property for the term aforesaid;
- b. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
- c. The City shall not be liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant and shall not be construed or deemed to be a partnership or joint venture.
- d. City's interest in and to the Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the Property by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

## 10. RIGHT OF ENTRY. The City, through its agents or employees, shall have the right,

but no obligation, to enter the Property at all reasonable hours to examine the condition of the same. There shall be no reimbursement of Rent, nor liability for any loss of occupation or quiet enjoyment occasioned by the City's entry.

**11. INSURANCE REQUIREMENTS.** Lessee shall, at all times during the term of this Agreement and any extensions, at Lessee's sole expense, procure and maintain comprehensive general liability insurance covering the use, occupation or condition of Property in the amount of at least One Million Dollars (\$1,000,000.00) for injury to or death of any one person per occurrence, and in the amount of Two Million Dollars (\$2,000,000.00) aggregate for injury to or death of any number of persons in one occurrence. The policy must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. Lessee shall annually furnish to the City the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph. The policy must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Lessee and the City.

Providing the City of Great Falls proof of required insurance annually is a condition of this Agreement. Failure to provide insurance documentation will be a violation to this Agreement and will result in terminate of this Agreement.

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

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

**13. DEFAULT.** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be

cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided as set forth below in this Agreement.

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

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

**16. EFFECT OF LESSEE'S HOLDING OVER.** Any holding over shall be subject to the City's prior written consent and shall not be construed as a renewal unless expressly agreed in writing.

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

**18. PAYMENTS AND NOTICES.** Any payments or notices required to be given under this Agreement shall be in writing and delivered by personal service, certified mail, or email to the City Manager at the Civic Center, Great Falls, Montana, or to the Lessee at the address included on page 1. Notices by email are effective upon acknowledgment of receipt. Mailed notices shall be deemed to have been made within three (3) calendar days after mailing.

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

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

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

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

**CITY OF GREAT FALLS**

By: \_\_\_\_\_

Gregory T. Doyon, City Manager

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Lisa Kunz, City Clerk

\*Approved as to Form:

By: \_\_\_\_\_  
David G. Dennis, City Attorney

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

**BOYS AND GIRLS CLUB OF  
CASCADE COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal of the City)





Commission Meeting Date: January 20, 2026  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Resolution 10613 To Establish Great Falls Police Department Fingerprint Fees

**From:** Great Falls Police Department

**Initiated By:** Chief Jeff Newton – Great Falls Police Department

**Presented By:** Chief Jeff Newton

**Action Requested:** Conduct a public hearing and adopt Resolution 10613.

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**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 10613.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

---

**Staff Recommendation:** Staff recommends that the City Commission conduct a public hearing on Resolution 10613 to consider an increase in fees for fingerprinting individuals at the Police Department from \$15.00 to \$25.00.

**Background:** The Great Falls Police Department has historically performed fingerprinting services for members of the public due to their employment and/or licensing requirements. The Great Falls Police Department has done this as a community service and have charged a nominal fee of \$15.00 to do so. Currently, when an individual is fingerprinted, they receive two fingerprint cards but are only fingerprinted once.

The Great Falls Police Department received notice from the Criminal Justice Information Network, who is governed by the Federal Bureau of Investigation, that their policy regarding fingerprinting is changing effective January, 2026. According to the new directive from the Criminal Justice Information Network and the Federal Bureau of Investigations, agencies who provide fingerprinting services will be required to fingerprint individuals twice - meaning each fingerprint card provided to the individual will now need a separate fingerprinting process, which increases the costs in terms of staff time and supplies.

The Great Falls Police Department records bureau staff currently fingerprints private individuals upon request, Sexual and Violent Offender Registrants and those charged with crimes in Municipal Court. The fees to fingerprint/process registered offenders is currently \$25 and will remain the same.

The last time the fees were established by resolution was on December 7<sup>th</sup>, 2010.

**Fiscal Impact:** There will be an increase in costs to the City of Great Falls in office supplies and staff time due to the unfunded mandate by the Criminal Justice Information Network. Currently the Great Falls Police Department expends approximately \$500 annually for supplies to fingerprint individuals.

**Alternatives:** The Commission could choose to deny Resolution 10613 and not increase the fingerprint fees from \$15.00 to \$25.00. The increased cost would negatively impact the Records Bureau budget.

**Attachments/Exhibits:** Resolution 10613

**RESOLUTION NO. 10613****A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, ESTABLISHING GREAT FALLS POLICE DEPARTMENT FINGERPRINTING FEES AND REPEALING RESOLUTION 9909**

**WHEREAS**, Mont. Code Ann. § 7-1-4123(7) authorizes municipalities to impose a fee for the provision of a service; and

**WHEREAS**, the Great Falls Police Department has performed fingerprinting services for the public due to their employment and/or licensing requirements as a community service for a nominal fee. Currently, one fingerprinting session produces two cards; and

**WHEREAS**, according to a new directive from the Criminal Justice Information Network and the Federal Bureau of Investigations, effective January 2026, individuals must undergo two separate fingerprinting sessions, one for each fingerprint card; and

**WHEREAS**, the workload of fingerprinting and processing offenders has placed an increasing demand on technicians; and

**WHEREAS**, the fingerprinting fees established by Resolution 9909 by the City Commission on December 7, 2010, have never been increased. Due to this new directive by the Criminal Justice Information Network and the Federal Bureau of Investigations, fingerprinting individuals twice will increase the costs in terms of staff time and supplies.

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

1. The fees to fingerprint members of the public and to fingerprint/process registered offenders shall be \$25 per individual, and
2. Resolution 9909 is hereby repealed.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, this 20<sup>th</sup> day of January, 2026.

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Cory Reeves, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

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David G. Dennis, City Attorney



Commission Meeting Date: January 20, 2026  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Ordinance 3283 amending Title 10, Chapters 9 and 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the administration and operation of the City's parking system; and Resolution 10612 establishing the rates, fees, and penalties associated with Title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City's Downtown Parking System.

**From:** Brock Cherry, Director, Planning and Community Development

**Presented By:** Brock Cherry, Director, Planning and Community Development

**Action Requested:** Vacate the public hearing scheduled for January 20, 2026, and set the public hearing for February 3, 2026

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission vacate the public hearing set for January 20, 2026 and (set/not set) the joint public hearing for Ordinance 3283 and Resolution 10612 for February 3, 2026.”

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

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**Staff Recommendation:** Staff recommends that the City Commission vacate the hearing set for January 20, 2026, and set a new public hearing for February 3, 2026.

Staff initially prepared for a January 20, 2026, Commission hearing on Ordinance 3283 and Resolution 10612; however, the public hearing notice was not properly advertised. As a result, the hearing must be rescheduled to February 3, 2026. All required steps for proper notice have already been completed, and the public hearing has been properly advertised in advance of the new date. No action is requested of the Commission at this meeting.

Note, the additional time is constructive, as it will allow staff, at the February 3, 2026, public hearing, to clearly explain an operational detail that emerged during implementation review, not from any lack of diligence in earlier policy discussions. Specifically, the City's coin-operated parking meters are antiquated and cannot be updated to reflect higher rates. As a result, any approved rate changes would apply only to pay-by-app or other modern payment systems. Presenting this information at the hearing alongside the proposed parking fee increases and program changes will provide the Commission with a clearer understanding of how the rates would function in practice and the limitations of the existing system.

**Summary:** The City Commission, in response to prevent the existing parking budget deficit from growing further, has instructed Staff to pursue policies and strategies to improve the program's financial solvency. Currently, the Downtown Parking Fund has a cash deficit of approximately \$43,000. In response, it is recommended to proceed with the adoption of Ordinance 3283 and Resolution 106012 immediately.

Ordinance 3283 consists of amendments to Title 10, Chapters 9 and 10 pertaining to the administration and operation of the City's parking system. The proposed amendments include clarifying the use of meter bags to align with the current needs of the downtown business community, eliminating the courtesy parking program, and eliminating the notification requirements related to vehicle immobilization (booting).

Resolution 10612 consists of modifying the rates, fees, and penalties associated with Title 10 of OCCGF pertaining to the City's Downtown Parking System. Specifically, changes will include:

- a. Increase on-street curb parking rate from \$1.00 to \$1.50
- b. Eliminate Courtesy Ticket – First-Time Violation to \$10.00
- c. Increase second-time violation fines from \$5.00 to \$20.00
- d. Increase third-time violation fines from \$10.00 to \$40.00
- e. Increase fourth-and-subsequent violation fines from \$20.00 to \$75.00
- f. Increase meter bagging fees to \$10.00 per day
- g. Increase pedlet fees to \$500.00 per space per season

Staff understand that downtown businesses, property owners, and members of the public may be concerned that recommendations are being presented before a more extensive engagement process is completed. Note, regarding greater community engagement and long-term strategy, the following action has been taken:

- City staff are convening a Downtown Parking Summit Committee composed of business owners, patrons, property owners, and residents to assess future parking needs and strategies for downtown Great Falls.
- The working group will be facilitated by Mark Wilmarth, with City staff participating to address questions related to financial considerations, strategic direction, legal frameworks, infrastructure needs, and relevant historical context.
- Three meetings have been scheduled: January 13, 2026; January 30, 2026; and February 13, 2026, to allow stakeholders to evaluate options and develop a recommendation for staff to bring forward to the City Commission for final direction and approval.
- This process will follow the parameters established by the City Commission during the December 1, 2025, Special Commission Meeting and reaffirmed at the December 2, 2025, Work Session.

**Background:** At a Special City Commission meeting held on December 1, 2025, City Staff informed the City Commission that the Downtown Parking Program has a monthly recurring deficit of \$15,000 to \$20,000. By the time all expenses through the end of January 2026 are recognized, the total shortfall is expected to surpass \$100,000. The City's Downtown Parking Program has operated for decades with limited resources, aging infrastructure, and a reactive management approach. Under its current structure, the program has not generated enough revenue to fund routine operations, enforcement, or maintenance. It has remained functional in recent years through one-time support from the Downtown Urban Renewal District and CARES Act funds.

Staff provided the City Commission with options on how to proceed, including both immediate short-term action and a longer-term strategy. The Commission voted to instruct staff to pursue Option #1(A), which temporarily keeps the SP+ Contract in place and focuses on stopping the program's ongoing financial losses by adjusting rates, fines, and penalties.

This instruction was made with the critical caveat that the Staff is to immediately begin coordination with the City of Great Falls Parking Advisory Commission, downtown groups, businesses, and residents to develop a unified recommendation for a long-term Downtown Parking Program strategy to be presented no later than April 30, 2026. Regarding the proposed strategy, the City Commission established the following expectations regarding the program strategy and elements regarding the April 30<sup>th</sup> Recommendation:

#### A. Program Expectations

1. The program must be financially self-sustaining.
2. On-street parking turnover must support business activity.
3. Enforcement must be consistent, predictable, and fair.
4. Parking assets must be maintained to a safe, functional standard.
5. All recommendations must be data-driven and consider:
  - a. Existing garage and lot finances
  - b. Market-rate comparisons
  - c. Enforcement levels and revenue impacts
  - d. Utilization data (block-by-block, time-of-day)
  - e. Capital maintenance obligations

#### B. Required Elements of the April 30 Recommendation

1. Enforcement model (hours, staffing, consistency)
2. Rate structure (on-street, off-street, garages)
3. Capital and operating funding plan
4. Technology and payment system recommendations
5. Customer experience and communication plan
6. Proposed implementation timeline (18–24 months)

**Fiscal Impact:** Based on historical parking activity, enforcement patterns, and collection rates, the proposed fee and fine changes may increase revenue by \$21,720.06 per month, enabling the parking program to address the recurring \$15,000-\$20,000 monthly shortfall and begin incrementally repaying the existing \$43,000 deficit.

**Alternatives:** The City Commission could choose not to set the public hearing and thereby deny Ordinance 3283 and Resolution 10612. The consequences of this action would cause the existing deficit to continue growing by \$15,000-\$20,000 per month until structural changes to the parking program are made.

**Concurrences:** The Planning and Community Development Department and the Finance Department have been coordinating their efforts, including the recommendation to increase fines, to improve the financial outlook of the Downtown Parking Program.

#### Attachments/Exhibits:

- Ordinance 3283
- Ordinance 3283 Exhibit A

- Ordinance 3283 Exhibit B
- Resolution 10612
- Parking Management District Map
- Downtown Parking Program Fines and Rate Increase Spreadsheet
- Public Comment

## ORDINANCE 3283

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 9, SECTIONS 230 AND 270-320 AND CHAPTER 10, SECTION 010 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE ADMINISTRATION AND OPERATION OF THE CITY'S PARKING SYSTEM**

\* \* \* \* \*

**WHEREAS**, the City Commission established Title 10 of the OCCGF outlining provisions pertaining to Vehicles and Traffic, including parking management districts; and

**WHEREAS**, City staff has identified changes to Title 10 that aim to update the code's language, meet current needs, and ensure efficient and consistent administration and enforcement.

**WHEREAS**, a functional and financially sound parking system, including on-street parking turnover, is essential to the continuing redevelopment of downtown Great Falls and to the many citizens who use those facilities; and

**WHEREAS**, for clarification of the administration of the parking system, certain provisions of the OCCGF relating to meter bags, the courtesy parking program, and vehicle immobilization require updating; and

**WHEREAS**, the City Commission held a special meeting on December 1, 2025 and directed staff to prepare necessary amendments to the code's language regarding the Downtown Parking Program; and

**WHEREAS**, City staff, recommends that the City Commission approve the amendments to Title 10, Chapters 9 and 10 of the OCCGF for the continued administration and operation of the City's parking system.

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

Section 1. That Title 10, Chapter 9 of the Official Code of the City of Great Falls be amended as depicted in Exhibit "A" attached hereto, which removes language indicated by a ~~strike out~~ and adds language which is **Bold**.

Section 2. That Title 10, Chapter 10 of the Official Code of the City of Great Falls be amended as depicted in Exhibit "B" attached hereto, which removes language indicated by a ~~strike-out~~ and adds language which is **Bold**.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading December 16, 2025.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading January 20, 2026.

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Cory Reeves, Mayor

ATTEST:

(CITY SEAL)

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Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

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David G. Dennis, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3283 on the Great Falls Civic Center posting board and the Great Falls City website.

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Lisa Kunz, City Clerk

(CITY SEAL)

**ORDINANCE 3283 EXHIBIT A**

Title 10 - VEHICLES AND TRAFFIC  
Chapter 9 STOPPING, STANDING, AND PARKING

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**Chapter 9 STOPPING, STANDING, AND PARKING**

**Sections:**

...

**10.9.230 Meter bags.**

- A. Meter bags may be issued temporarily to reserve metered parking spaces for maintenance or construction activities, while moving, **for mobile food vendors**, or for other activities being conducted by or for the adjoining property owner that require reserved parking at a particular location within a parking management district.
- B. The daily cost of meter bags will be set by Commission resolution.
- C. Using a meter bag to attempt to avoid paying for parking when not engaged in the activities for which the meter bag was issued is a violation of this Title.

(Ord. 3283, 2025; Ord. 3188, 2018)

...

**10.9.270 Courtesy parking.**

~~Upon request by the adjoining property owner or tenant and approval of the Administrator, metered spaces may be designated as courtesy parking, allowing the removal of the meters and their replacement with a sign stating that parking is being provided by the adjoining business. The number and location of spaces that may be thus designated will be determined by the Administrator. The fee for designating spaces as courtesy parking shall be set by Commission resolution and payable each year prior to January 1.~~

(Ord. 3283, 2025; Ord. 3188, 2018)

**10.9.280270 Unauthorized parking in off-street parking facilities prohibited.**

- A. It is unlawful for any person to stop or park a vehicle in any parking space in an off-street parking facility that is owned or leased by the City unless the occupants of that vehicle have paid the required fee.
- B. Parking spaces controlled by parking meters in off-street parking facilities owned or leased by the City shall be subject to the same rates, time limits, and periods of enforcement as other parking meters, unless otherwise provided by Commission resolution.

(Ord. 3283, 2025; Ord. 3188, 2018)

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## **10.9.290280 Rates charged on City owned or operated off-street parking lots, garages, and parking meters.**

Rates for City-owned or City-operated off-street parking lots, garages, and parking meters shall be set by Commission resolution.

**(Ord. 3283, 2025; Ord. 3188, 2018)**

## **10.9.300290 Parking in construction zones.**

The Public Works Department is authorized to relocate vehicles parked in active construction zones. Prior to relocation the Department shall:

- A. Place a no parking notice in the construction zone twenty-four (24) hours prior to construction beginning;
- B. Provide notice to the GFPD that a vehicle is located in the construction zone and must be removed; and
- C. GFPD shall attempt to locate the registered owner of the vehicle.
- D. If the registered owner is not located, or the vehicle is not removed from the construction zone within twenty-four (24) hours, the Public Works Department shall remove the vehicle from the construction zone, and the costs of said removal shall be charged to the registered owner.

**(Ord. 3283, 2025; Ord. 3188, 2018)**

## **10.9.310300 Parking of certain types of vehicles prohibited.**

- A. Except as provided in subsection (B), it is unlawful for any person to park a recreational vehicle, trailer or vessel upon the public right-of-way in any residential zoning district.
- B. 1. A person may temporarily park a recreational vehicle, trailer or vessel upon the public right-of-way in a residential-zoned district for the limited purpose of loading and unloading, which shall be limited to a period of no more than seventy-two (72) hours in a seven (7) day period.
  - 2. The time limits contained in this section do not apply to trailers that are being used in the course of providing commercial construction or other services in the location where the trailer is parked.
- C. It shall not be a defense to this section that the recreational vehicle, trailer or vessel parked in violation of this section was moved to a different location within the public right-of-way of any residential-zoned district. The recreational vehicle, trailer or vessel must be removed from the public right-of-way in order to achieve compliance with this section.
- D. The registered owner of any recreational vehicle, trailer or vessel parked in violation of this section will be held strictly and absolutely liable for the violation and will be subject to the penalties set forth in 10.9.330.
- E. This section is enforceable by Great Falls Police Officers, Community Service Officers and other persons as may be designated by the City Manager.

**(Ord. 3283, 2025; Ord. 3230, 2021)**

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(Supp. No. 22)

Created: 2025-08-14 16:43:12 [EST]

**10.9.320310 Notice.**

The City shall provide notice of a violation of 10.9.310 by affixing a written notice upon the recreational vehicle, trailer or vessel advising of the violation and requiring the removal of the recreational vehicle, trailer or vessel within twenty-four (24) hours. The notice shall advise that failure to remove the recreational vehicle, trailer or vessel within that time period will result in the issuance of a parking citation.

(Ord. 3283, 2025; Ord. 3230, 2021)

**10.9.330320 Penalty.**

Any registered owner of a recreational vehicle, trailer or vessel parked in violation of 10.9.310 who has not removed the recreational vehicle, trailer or vessel within twenty-four (24) hours of the affixing of the notice required under 10.9.320 may receive a parking citation with fines as set forth by City Commission Resolution. If, after the issuance of a second or subsequent citation, the registered owner has not removed the recreational vehicle, trailer or vessel from the public right-of-way, the recreational vehicle, trailer or vessel may be immobilized and removed in accordance with 10.10.010 through 10.10.050.

(Ord. 3283, 2025; Ord. 3230, 2021)

**ORDINANCE 3283 EXHIBIT B**Title 10 - VEHICLES AND TRAFFIC  
Chapter 10 VEHICLE IMMOBILIZATION

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**Chapter 10 VEHICLE IMMOBILIZATION****Sections:****10.10.010 Authorization to use vehicle immobilizer.**

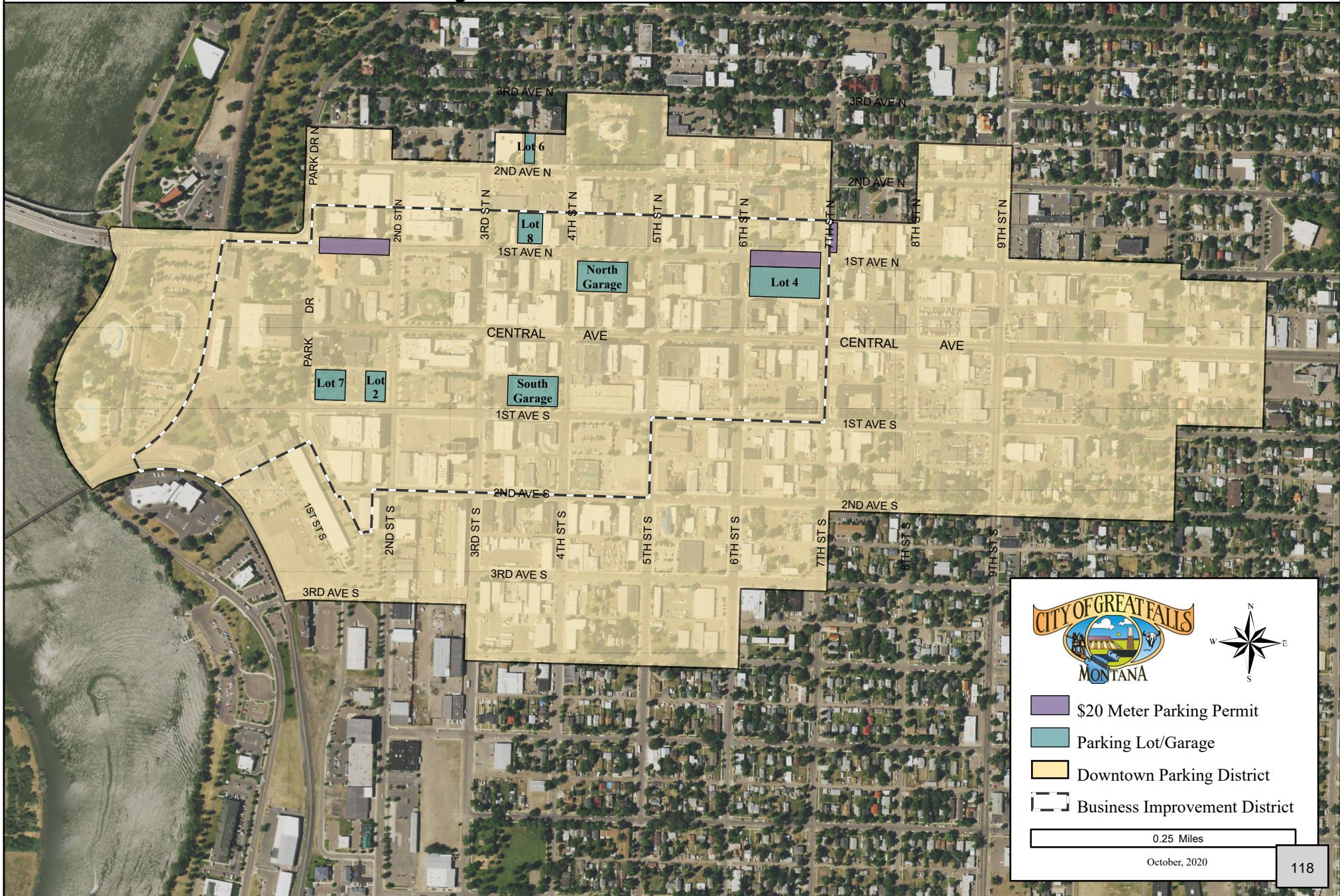
- A. Members of the GFPD, a City parking official, or other persons designated by the City Manager, are authorized to use a vehicle immobilizer ("boot") to immobilize any vehicle that is parked in a City parking space located in the downtown residential district, the parking meter district, or any City owned off-street pay-to-park facility that has five (5) or more parking tickets unpaid or delinquent thirty (30) days or more.
- B. Members of the GFPD, or other persons designated by the City Manager, are authorized to use a boot after a second or subsequent citation issued for violation of 10.9.310 when the registered owner has not removed the recreational vehicle, trailer or vessel from the public right-of-way.
- C. ~~Prior to any vehicle immobilization under subsection (A) above, City officials are required to either:~~
  - 1. ~~Mail the registered owner of the vehicle a final notice for five (5) or more of the unpaid or delinquent parking tickets; or~~
  - 2. ~~File a complaint in Great Falls Municipal Court charging the registered owner with unpaid parking tickets on the vehicle, and no individual has appeared for arraignment on the complaint.~~

(Ord. 3283, 2025; Ord. 3230, 2021; Ord. 3188, 2018)

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# The Official Parking Management District Map of the City of Great Falls, Montana

Agenda #17.



## Downtown Parking Program Fines and Rate Increase

This model increases fines and increases rates to \$1.50/hr to generate an estimated \$260k each year.

1st (Courtesy Ticket) Time Limit Offenses		\$	-	\$	10.00	
Year	Num. of Citations	Revenue Collected	Revenue w/ \$0 Fine	Revenue w/ \$10 Fine	Amount Change	
2025	5,182	\$0	\$0	\$51,820.00	\$51,820.00	
2024	4,201	\$0	\$0	\$42,010.00	\$42,010.00	
2023	7,782	\$0	\$0	\$77,820.00	\$77,820.00	
<b>3-yr Average</b>	<b>5722</b>	<b>\$0</b>	<b>\$0</b>	<b>\$57,216.67</b>	<b>\$57,216.67</b>	

Adjusted with  
Collection Rate

60% \$ 34,330.00

2nd Time Limit Offenses		\$	5.00	\$	20.00	
Year	Num. of Citations	Revenue Collected	Revenue w/ Current Fines	Revenue w/ Proposed Fines	Amount Change	
2025	2451	\$8,971.00	\$12,255.00	\$49,020.00	\$36,765.00	
2024	1994	\$6,750.00	\$9,970.00	\$39,880.00	\$29,910.00	
2023	3358	\$11,276.00	\$16,790.00	\$67,160.00	\$50,370.00	
<b>3-year Average</b>	<b>2601</b>	<b>\$8,999.00</b>	<b>\$13,005.00</b>	<b>\$52,020.00</b>	<b>\$39,015.00</b>	

69% \$ 26,997.00

3rd Time Limit Offenses		\$	10.00	\$	40.00	
Year	Num. of Citations	Revenue Collected	Revenue w/ Current Fines	Revenue w/ Proposed Fines	Amount Change	
2025	694	\$4,600.00	\$6,940.00	\$27,760.00	\$20,820.00	
2024	553	\$3,335.00	\$5,530.00	\$22,120.00	\$16,590.00	
2023	983	\$5,890.00	\$9,830.00	\$39,320.00	\$29,490.00	
<b>3-year Average</b>	<b>743.3</b>	<b>\$4,608.33</b>	<b>\$7,433.33</b>	<b>\$29,733.33</b>	<b>\$22,300.00</b>	

62% \$ 13,825.00

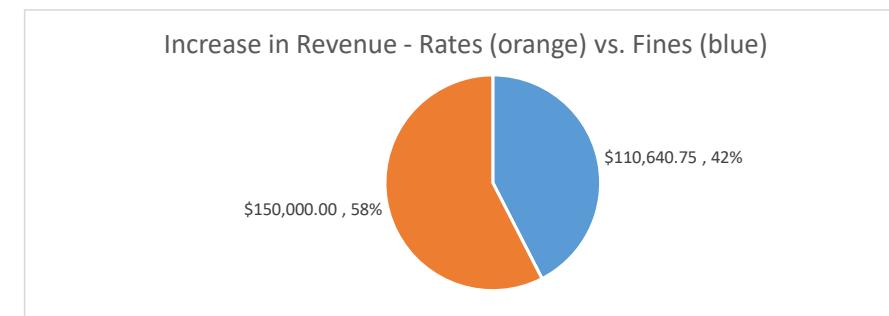
4th + Time Limit Offenses		\$	20.00	\$	75.00	
Year	Num. of Citations	Revenue Collected	Revenue w/ Current Fines	Revenue w/ Proposed Fines	Amount Change	
2025	1089	\$13,635.00	\$21,780.00	\$81,675.00	\$59,895.00	
2024	939	\$11,400.00	\$18,780.00	\$70,425.00	\$51,645.00	
2023	1368	\$13,680.00	\$27,360.00	\$102,600.00	\$75,240.00	
<b>3-year Average</b>	<b>1132</b>	<b>\$12,905.00</b>	<b>\$22,640.00</b>	<b>\$84,900.00</b>	<b>\$62,260.00</b>	

57% \$ 35,488.75

\$ 110,640.75 Projected Fines Increase if adopted

Increased On-street Rates		
Current \$1.00/hour	Proposed \$1.50/hour	
\$ 300,000.00	\$ 450,000.00	

\$ 150,000.00 Projected Rate Increase if adopted



\$ 260,640.75 Total Increased rates and fines

\$ 21,720.06 Per Month

Good afternoon, Commissioners, Mayor, and neighbors,

*My name ...*

Thank you for the opportunity to speak. I'm here today not just as a downtown visitor, but as a resident who wants to see our city thrive—and I believe parking plays a big role in that.

Our current system, with outdated coin-based meters and inconsistent enforcement, simply isn't working. But the good news is: we already have the tools to fix it. The Passport Parking app can help us modernize parking without adding more equipment, more hassle, or more confusion.

Here's what I'm proposing:

First, eliminate the old meters. We don't need them. Passport lets drivers register their vehicle right from their phone—or at a kiosk—and start a session without digging for coins. That alone saves money and makes parking feel less like a chore.

Second, give everyone 30 to 60 minutes of free parking, but require users to check in through the app. It encourages quick trips and supports businesses that rely on high turnover, while still allowing enforcement to be effective. If drivers don't check in, they'd receive a non-compliance citation—just like overstaying a meter.

The app also offers time expiry warnings—a key feature we should be using. As your paid time starts to run out, the app sends a push notification so you can extend your session remotely. That means no more mad dashes back to the car, no more tickets for losing track of time. It's fair, convenient, and keeps the experience user-friendly.

And importantly, it increases revenue. Most of us, when we get that alert, are going to say, “*Sure, I'll pay the extra \$2 so I don't get a ticket*”—especially when it's easy and right at our fingertips. Even if an enforcement agent isn't nearby, people are more likely to comply simply because the option to pay is quick and painless. That voluntary compliance adds up and helps close the revenue gap without relying on heavy-handed enforcement.

After that, we should use progressive pricing—meaning the longer you stay, the more you pay per hour. This encourages turnover in areas where demand is high, like in front of restaurants, shops, and services. For example, the first hour might be free, the second hour \$1.50, the third hour \$3.00, and so on. This model nudges long-term parkers to move along or choose a more appropriate location.

But here's the smart part: the app lets us tailor these rates by zone. That means we can charge more in high-traffic curbside spots to keep them open and available, while offering longer free periods or lower flat rates in underused areas—like parking garages or side streets that aren't in the middle of the commercial core. This zoning flexibility encourages

people to park longer where there's room, and keeps short-term, high-turnover spaces available for those quick visits that businesses depend on.

It's not about punishing people for staying—it's about managing space wisely. And with this technology, we can adjust these rates dynamically over time based on real data and behavior from the apps analytics and insights.

The analytics and insights built into the Passport app give the City a real-time view of how each zone is performing—where demand is highest, where spots sit empty, and how long people are typically staying. That means we're not guessing anymore. We can monitor usage patterns and adjust pricing, time limits, or permit rules zone by zone to better match actual behavior. It gives us the ability to make data-driven decisions that respond to what's really happening on the ground—not just assumptions.

We should also offer reasonable digital permits for downtown workers and residents. These permits can be tied to designated zones, allowing long-term parkers to use specific areas—like parking garages or peripheral lots—without tying up high-demand curbside spaces. Permit holders would still need to pay if they choose to park in premium zones, ensuring turnover where it matters most.

And here's a big opportunity: we should end the SP+ contract and transition to a single city enforcement agent using the Passport system. The app already allows citations to be issued and paid directly, courtesy warnings to be sent, and compliance to be tracked in real time on a smart phone. It even supports license plate scanning, so an enforcement agent can drive down the street and get automatically pinged when a vehicle is in violation. With that, we can significantly reduce costs, improve efficiency, and keep enforcement in-house and community-oriented.

This shift also means we can better fund ongoing maintenance of garages and lots—not by relying on one-time subsidies, but by increasing revenue through better compliance, smarter pricing, and lower operational costs. With fewer outside contracts to pay and more consistent income from parking fees, fines, and permits managed through the app, we can direct more funds toward upkeep, repairs, and long-term infrastructure needs, keeping facilities clean, safe, and functional without needing to pull from the General Fund or emergency support.

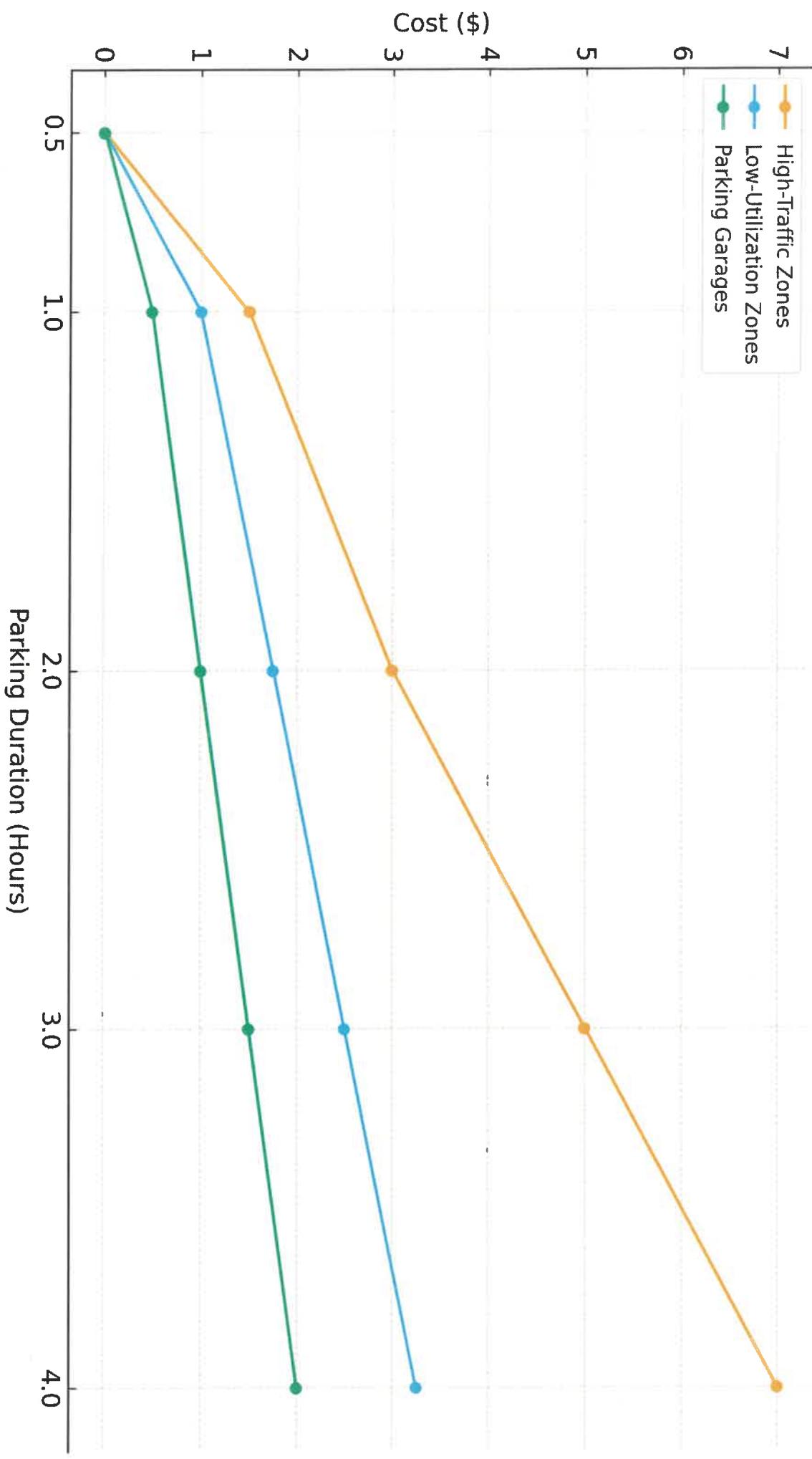
And because we'd offer a built-in free first hour all year long, we no longer need to pause enforcement during the holidays—we'd already be providing that customer-friendly benefit every day.

In closing, I recognize that the City faces difficult financial realities, and that any solution must be both practical and sustainable. By leveraging the tools we already have—

eliminating unnecessary contracts, using data to inform policy, and aligning pricing with demand—we can stabilize the Downtown Parking Program without compromising access or service. I appreciate the City’s willingness to engage the public in this process, and I hope these recommendations contribute meaningfully to the path forward.

Thank you for your time and consideration.

## Sample Progressive Parking Rates by Zone Type





## FW: Parking suggestion

**From** Darcy Dea <ddea@greatfallsmt.gov>

**Date** Mon 12/8/2025 8:11 AM

**To** Cory Reeves <creeves@greatfallsmt.net>; Susan Wolff <swolff@greatfallsmt.net>; Rick Tryon <rtryon@greatfallsmt.net>; Shannon Wilson <swilson@greatfallsmt.net>; Joe McKenney <jmckenney@greatfallsmt.net>

**Cc** Brock Cherry <bcherry@greatfallsmt.gov>; Greg Doyon <gdoyon@greatfallsmt.net>; Jeremy Jones <jjones@greatfallsmt.net>; Krista Artis <kartis@greatfallsmt.gov>; Lonnie Hill <lhill@greatfallsmt.gov>

FYI – Darcy

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**From:** jjk56@bresnan.net <jjk56@bresnan.net>

**Sent:** Friday, December 5, 2025 9:16 AM

**To:** commission <commission@greatfallsmt.net>

**Subject:** Parking suggestion

Some people who received this message don't often get email from jjk56@bresnan.net. [Learn why this is important](#)  
Has the city considered taking out parking meters that are seldomly used? For example, it would make sense to keep the meters on Central and 1<sup>st</sup> Ave North from Park Drive to 9<sup>th</sup> street, or maybe just to 7<sup>th</sup> and get rid of the rest. The purpose of meters is to keep people from parking on the street all day, not as a revenue source. Another idea would be to just get rid of all the meters and enforce 2-hour time limits along Central and 1<sup>st</sup> Ave N.



## FW: [All City Commissioners] City Parking

**From** Darcy Dea <ddea@greatfallsmt.net>

**Date** Tue 12/2/2025 8:53 AM

**To** Greg Doyon <gdoyon@greatfallsmt.net>; Jeremy Jones <jjones@greatfallsmt.net>; Brock Cherry <bcherry@greatfallsmt.gov>; Lonnie Hill <lhill@greatfallsmt.net>

**Cc** Krista Artis <kartis@greatfallsmt.net>

FYI - Darcy

**From:** City of Great Falls Montana <greatfalls-mt@unicodeweb.com>

**Sent:** Monday, December 1, 2025 5:39 PM

**To:** City Commissioners <CityCommissioners@greatfallsmt.net>

**Subject:** [All City Commissioners] City Parking

Billie Olson ([Billiejoolson75@gmail.com](mailto:Billiejoolson75@gmail.com)) sent a message using the contact form at <https://greatfallsmt.net/>.

Vender Badges need to be purchased from delivery vendors. It will bring in revenue.

Do we own the kiosk system? Can someone be our IT for the kiosk if we cancel contract.

By integrating enhanced accessibility, smart technology, and sustainable financing, we can transform downtown Great Falls into a more vibrant, efficient, and self-sufficient hub for commerce, culture, and community life.

### 1. Enhance Public Transportation: Connecting the Community

A strong downtown core relies on efficient ways for people to reach it without the sole reliance on personal vehicles. The goal is to make public transit an attractive and reliable alternative.

Brainstorming Ideas for Great Falls:

Re-evaluate and potentially expand the current Great Falls Transit bus routes to better serve key residential areas, small rail train for central so folks park on side streets, and employment centers, potentially increasing frequency during peak hours.

Explore on-demand, smaller-vehicle services (microtransit) for less populated routes or late-night services, offering cost-effective and flexible mobility options.

Partner with local e-scooter or bike-share companies to provide easy connectivity between transit hubs and final destinations downtown.

### 2. Promote Walkability: Prioritizing the Pedestrian Experience

Once people arrive, navigating the area should be a pleasant and safe experience. A walkable downtown encourages casual exploration, spontaneous shopping, and social interaction.

#### Brainstorming Ideas for Great Falls:

Invest in wider sidewalks, improved lighting, and increased tree canopy coverage along key downtown avenues.

Experiment with closing a specific street to vehicle traffic on weekends or for special seasonal events to create temporary pedestrian plazas.

Incorporate more public art, comfortable seating areas, and "parklets" (small seating areas created from former parking spaces) to make walking and lingering more inviting.

#### 3. Increase Parking Turnover: Smarter Management, Better Access

While promoting transit, we must also manage the necessary parking efficiently. The objective is to increase the turnover of existing spaces, ensuring parking is available for those who need it most, when they need it.

#### Brainstorming Ideas for Great Falls:

Implement smart sensors in downtown parking structures and street spots that guide drivers to available spaces via a mobile app or digital signage, reducing frustrating cruising for parking.

Adopt performance-based pricing where parking costs more during peak demand hours in the most central locations. This encourages the use of less busy perimeter parking and transit, while generating revenue.

Offer subsidized monthly permits for downtown employees in peripheral lots, freeing up prime street parking for short-term customer use.

#### 4. Secure Financial Sustainability: Funding Our Future

Improvements require funding. The genius of this integrated approach is that the solutions can help pay for themselves through innovative financing models.

#### Brainstorming Ideas for Great Falls:

Use the revenue generated from dynamic parking fees and transit fares to directly fund ongoing maintenance of streetscape improvements and transit operations, creating a transparent feedback loop.

Seek sponsorships from major local businesses or community foundations to help launch new initiatives, such as a bike-share program or public art installations.

Develop a "Downtown Passport" program with local merchants. Shoppers who validate their parking or use public transit receive discounts at participating stores, driving economic activity while funding the program.

#### 5. Integrate Strategies: A Holistic Vision

The true power lies in the synergy of these ideas. Smart parking revenue funds better transit; better transit reduces parking demand; reduced parking demand allows for more walkable, vibrant public spaces.

The vision for downtown Great Falls is one of an accessible, efficient, and financially resilient urban core. The challenge now rests with the community: What ideas will you bring to the table to make this blueprint a reality? Let the brainstorming begin.



## FW: Parking Plan

**From** Brock Cherry <bcherry@greatfallsmt.gov>

**Date** Mon 12/1/2025 10:37 AM

**To** Lonnie Hill <lhill@greatfallsmt.net>

Has Tracy's spoken to us about opening another restaurant in central before?



**Brock Z. Cherry, M.S.**

**Director**

*Planning & Community Development Department*

*City of Great Falls*

**T** 406-455-8530, **C** 406-750-5365

**E** [bcherry@greatfallsmt.net](mailto:bcherry@greatfallsmt.net)

**From:** Darcy Dea <ddea@greatfallsmt.net>

**Sent:** Monday, December 1, 2025 8:39 AM

**To:** Cory Reeves <creeves@greatfallsmt.net>; Susan Wolff <swolff@greatfallsmt.net>; Shannon Wilson <swilson@greatfallsmt.net>; Rick Tryon <rtryon@greatfallsmt.net>; Joe McKenney <jmckenney@greatfallsmt.net>

**Cc:** Greg Doyon <gdoyon@greatfallsmt.net>; Jeremy Jones <jjones@greatfallsmt.net>; Krista Artis <kartis@greatfallsmt.net>; Brock Cherry <bcherry@greatfallsmt.gov>

**Subject:** FW: Parking Plan

FYI - Darcy

**From:** Darcy Dea

**Sent:** Monday, December 1, 2025 8:35 AM

**To:** 'John Barnes' <[tracysfamilydiner@gmail.com](mailto:tracysfamilydiner@gmail.com)>

**Subject:** RE: Parking Plan

Thank you John. Your comments will be shared with the City Commission and appropriate staff for consideration of Item 2 on tonight's special commission agenda.

Thank you,

***Darcy Dea***

Deputy City Clerk

P. O. Box 5021

Great Falls, MT 59403

406-455-8479

**From:** John Barnes <[tracysfamilydiner@gmail.com](mailto:tracysfamilydiner@gmail.com)>

**Sent:** Monday, December 1, 2025 7:57 AM

**To:** commission <[commission@greatfallsmt.net](mailto:commission@greatfallsmt.net)>

**Subject:** Parking Plan

Some people who received this message don't often get email from [tracysfamilydiner@gmail.com](mailto:tracysfamilydiner@gmail.com). [Learn why this is important](#)  
Good morning,

I am the owner of Tracy's Diner and Electric City Catering on Central Avenue, and we are preparing to open another restaurant on Central this winter called Homestead 1909. I believe we need additional time to develop thoughtful ideas regarding the parking situation. However, one thing I am absolutely certain about is that we must maintain a way to enforce the two-hour parking limit—no matter what solution we ultimately choose.

Without enforcement, employees and business owners will end up parking in spaces intended for customers. In my opinion, this would hurt downtown more than anything else. For example, I have a parking lot behind Tracy's where about 15 employee vehicles are parked at any given time. Without a two-hour parking limit, those 15 cars would inevitably spill onto the street so that I could keep my lot open for customers. I would not personally do that, but many businesses would, and the impact would be significant.

Think of the number of employees from Rib & Chop, Trays, D.A. Davidson, and other nearby businesses—people naturally park wherever is most convenient. You can't control that behavior without clear rules. Most employees are simply going to do what makes their day easier, especially if it means not having to move their vehicle for an entire shift. Removing the two-hour limit would genuinely harm my business.

I also believe we should end our relationship with the current parking management company and consider alternative solutions. I'm confident that if the business owners downtown had a bit more time together, we could develop some strong, practical ideas. In the meantime, I think we should terminate the existing agreement with that company.

I wish I could be at the meeting tonight, but I am catering the Tavern Association Dinner.

**John Barnes**  
**Electric City Hospitality, LLC**  
**Central Montana Properties, LLC**  
406-868-1524  
1200 24th Ave SW  
Great Falls, MT 59404  
[electriccitycatering.com](http://electriccitycatering.com)  
[tracysdiner.com](http://tracysdiner.com)  
[streetburgers.net](http://streetburgers.net)





## FW: Tonight's meeting on parking

**From** Darcy Dea <ddea@greatfallsmt.net>

**Date** Tue 12/2/2025 9:48 AM

**To** Greg Doyon <gdoyon@greatfallsmt.net>; Jeremy Jones <jjones@greatfallsmt.net>; Brock Cherry <bcherry@greatfallsmt.gov>; Lonnie Hill <lhill@greatfallsmt.net>

**Cc** Krista Artis <kartis@greatfallsmt.net>

FYI - Darcy

**From:** Darcy Dea

**Sent:** Tuesday, December 2, 2025 9:47 AM

**To:** Joe McKenney <jmckenney@greatfallsmt.net>; Cory Reeves <creeves@greatfallsmt.net>; Shannon Wilson <swilson@greatfallsmt.net>; Susan Wolff <swolff@greatfallsmt.net>; Rick Tryon <rtryon@greatfallsmt.net>

**Subject:** FW: Tonight's meeting on parking

FYI - Darcy

**From:** Timothy M. Peterson <[timothyp@lpwarchitecture.com](mailto:timothyp@lpwarchitecture.com)>

**Sent:** Monday, December 1, 2025 3:59 PM

**To:** commission <[commission@greatfallsmt.net](mailto:commission@greatfallsmt.net)>

**Subject:** Tonight's meeting on parking

Some people who received this message don't often get email from [timothyp@lpwarchitecture.com](mailto:timothyp@lpwarchitecture.com). [Learn why this is important](#)

Dear Members of the Great Falls City Commission,

I won't be able to make it to tonight's meeting, so I sent some of my thoughts to Joe McKenney. He asked me to forward them to the members of the commission:

Hi Joe,

I saw a memorandum from you to the commission about the parking strategy options that were being considered. It was being distributed on a Downtown Business Owners Facebook Group last night. As a partner in 5 businesses downtown, I appreciate the interest you're taking in our issues with parking. I have a client meeting tonight - so I won't be able to attend the meeting.....so I decided to forward my thoughts to you on this matter.

Downtown has really felt the downturn in the economy this year. Sales are down this year for pretty much all of the downtown business owners I have talked to. From what I hear, 50% of Great Falls already avoids downtown because of the meters. We cannot afford to increase the parking meter rates - I think it may be a nail in the coffin for a few people.

I think Option 4 makes the most sense.....I feel strongly that the city needs to remove the meters. We do still need to monitor the 2+ hours parking, though. Bozeman monitors their parking with digital license plate readers. I assume we could hire 2-3 people from 9-5 Monday-Saturday to use the readers and issue tickets, for much less than the amount we

pay SP Plus and administer parking. (currently \$60k per month now - per Montana Free Press) I believe Passport Parking (the company the city uses for the meters) has all of this equipment available.

Also, I think we need to pay to fix/modernize the garages with Downtown TIF funds and offer visitors the first 2 hours free in the garages. The upgraded machines at entry and exit can track credit cards and charge people for over 2 hours - with way less oversight. We can bump the tickets up a bit for overstays - like \$15, to help with administrative costs. And maybe the BID could contribute to help keep us out of the red with parking. Downtown businesses are paying into the BID - I would think that would be a good place to get a subsidy.

If we do this, I believe downtown storefronts will continue to fill up, the city will see an increase in property taxes, and crime will go down (due to more people downtown at all hours). Bozeman is the busiest downtown in Montana - I think we can learn from them. I park in Downtown Bozeman 4-5 times a year. I can't always find a spot on Main, close to my destination, but the garage always has spaces available. Our two parking garages have more capacity than Bozeman's garage, so that should never be a problem.

Just my thoughts.....hopefully the City Commission will consider them. I think we typically offer free parking for the month of December? We should offer that again this year, giving the city a little time to finalize this decision.

Thanks for your time,

**TIMOTHY M. PETERSON | AIA  
LEED AP BD+C | GGP  
PRINCIPAL ARCHITECT**

[timothyp@lpwarchitecture.com](mailto:timothyp@lpwarchitecture.com)  
office | 406-771-0770 ext.330  
direct | 406-604-4464

15 FIFTH STREET SOUTH  
GREAT FALLS, MONTANA 59401  
[www.lpwarchitecture.com](http://www.lpwarchitecture.com)

*Planning to visit our office? Front access door code is 0770.*





FW:

**From** Darcy Dea <ddea@greatfallsmt.net>

**Date** Mon 12/1/2025 2:15 PM

**To** Cory Reeves <creeves@greatfallsmt.net>; Susan Wolff <swolff@greatfallsmt.net>; Shannon Wilson <swilson@greatfallsmt.net>; Rick Tryon <rtryon@greatfallsmt.net>; Joe McKenney <jmckenney@greatfallsmt.net>

**Cc** Greg Doyon <gdoyon@greatfallsmt.net>; Jeremy Jones <jjones@greatfallsmt.net>; Krista Artis <kartis@greatfallsmt.net>; Brock Cherry <bcherry@greatfallsmt.gov>; Lonnie Hill <lhill@greatfallsmt.net>

FYI - Darcy

**From:** Darcy Dea

**Sent:** Monday, December 1, 2025 2:14 PM

**To:** 'james knutson' <jimanmona@gmail.com>

**Subject:** RE:

Thank You James. Your comments will be shared with the City Commission and appropriate staff for consideration of Item 2 on tonight's special commission agenda.

Thank you,

*Darcy Dea*

Deputy City Clerk

P. O. Box 5021

Great Falls, MT 59403

406-455-8479

**From:** james knutson <jimanmona@gmail.com>

**Sent:** Monday, December 1, 2025 1:55 PM

**To:** commission <[commission@greatfallsmt.net](mailto:commission@greatfallsmt.net)>

**Subject:**

Some people who received this message don't often get email from [jimanmona@gmail.com](mailto:jimanmona@gmail.com). [Learn why this is important](#)  
I don't go downtown because of parking meters.



Commission Meeting Date: January 20, 2026  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Annual Comprehensive Financial Report (ACFR) and Audit Report, Fiscal Year 2025

**From:** Melissa Kinzler, Finance Director

**Initiated By:** State Statutes; Generally Accepted Accounting Practices

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** Accept the Annual Comprehensive Financial Report and Independent Auditor's Report

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/deny) the Fiscal Year 2025 Annual Comprehensive Financial Report and Independent Auditors’ Reports which is included in the ACFR.”

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

**Staff Recommendation:** Staff recommends the City Commission accept the City of Great Falls Fiscal Year (FY) 2025 ACFR and authorize staff to submit the related reports to other government agencies and financial institutions as necessary.

**Background:** The City has completed its annual financial audit for the fiscal year ended June 30, 2025. This is the first year of a 3-year audit contract with Eide Bailly, LLP. The City’s Audit Committee met on January 14, 2026, and approved the Fiscal Year 2025 City of Great Falls ACFR. The Audit Committee is comprised of one City Commissioner, the Mayor, two citizens, the City Manager, and the Finance Director. Members of the Audit Committee received a copy of the FY 2025 ACFR and the Independent Auditor’s report. The Audit Committee also reviewed the Corrective Action Plan.

The FY 2025 ACFR has been submitted to the Government Finance Officers Association’s (GFOA) Certificate of Achievement Program for review. The prior year’s ACFR was submitted and subsequently awarded the Certificate of Achievement for Excellence in Financial Reporting. The City has received this certification every year since FY 1994. It is anticipated that the FY 2025 ACFR will meet requirements to receive the certification as well, since all comments and recommendations made by GFOA for improvement of presentation were implemented in the FY 2025 ACFR.

The ACFR has also been submitted to the State of Montana. The audit contract is between Eide Bailly, LLP, the City of Great Falls, and the Montana Department of Administration, Local Government Services Bureau. The ACFR is due to the State within 6 months of fiscal year end.

As with all city financial audits, there is positive feedback, constructive feedback, and room for improvement in city financial processes. As was expected with the City's new auditing firm, increased scrutiny and review was anticipated of the City's finances consistent with GASB releases and the firm's audit techniques (which in some cases, are considered proprietary). Additionally, as part of the overall audit process, the firm received feedback from its own peer review (another auditing firm) which after completed, required additional reporting by the City.

The ACFR identifies room for improvement regarding the timing and reporting of its capital assets, accounting of Federal Grant Revenues, and its accrued payroll. All areas have been reviewed with the auditor and new processes have already been established to correct these areas. There are no specific consequences to these identified areas to the City's credit rating or ability to borrow. The City will be required to create a plan of action to correct the findings, and the Federal grant audit (next year) will slightly increase in scope.

**Alternatives:** If the ACFR is not ratified, the City will withdraw the required reports and will not meet the deadlines, as required by state statute and bond covenants.

**Concurrences:** The City's Audit Committee met on January 14, 2026, and recommends approval of the FY 2025 ACFR.

**Attachments/Exhibits:**

- The ACFR document is a 200+ page bound document and is available in the Finance Department, Civic Center Room 104 or on the City's Website at <https://greatfallsmt.net/finance/2025-annual-comprehensive-financial-report-acfr>.
- Corrective Action Plan in response to Finding Reference Numbers: 2025-001 and 2025-002

P.O. Box 5021, 59403-5021



## Corrective Action Plan

### **City of Great Falls Fiscal Year Ended June 30, 2025**

#### **Financial Statement Findings**

##### **Finding Reference Number: 2025-001**

##### **Finding Summary:**

Material audit adjustments were required due to:

- A. Internal engineering service expenses were improperly capitalized over a period spanning from fiscal year 1994 through fiscal year 2024. This resulted in an overstatement of capital assets (net of depreciation) by \$9,753,754 as of June 30, 2024.
- B. Federal grant revenue and corresponding receivable totaling \$111,950 in the CDBG Fund was not recorded in FY2024. These funds were identified and drawn down from the grant in FY2025. Because the associated expenses occurred in FY2024, the grant revenue became available at that time and should have been recognized in the same corresponding year.
- C. Payroll expenditures incurred during fiscal year 2025 and paid in fiscal year 2026 were not accrued as of June 30, 2025, resulting in a restatement to the general fund of approximately \$563,000.

These issues resulted in material misstatements of capital assets, grant revenues, and expenditures.

##### **Corrective Action Plan:**

The City has corrected the errors and will implement enhanced review and reconciliation procedures. This includes:

- A. Finance corrected the overstatement of capital assets by removing the capital assets and accumulated depreciation. In the future, all internal engineering service expenses will be expensed in the current year.

- B. Finance corrected the understatement of revenue in FY 2024 of \$111,950 by an adjustment in beginning fund balance in the CBDG Fund. A process of more timely reconciliation has been set up to ensure grant revenue is recognized in the period in which it became available.
- C. Finance decreased the Beginning Fund Balance in the General Fund by \$563,934. In the future a process has been set up to accrue payroll in the required manner.

**Responsible Individual(s):**

Melissa Kinzler, Finance Director  
Tom Hazen, Grant Administrator

**Anticipated Completion Date:**

January 2026

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**Federal Award Findings**

**Finding Reference Number:** 2025-002

**Federal Agency Name:** U.S. Department of Housing and Urban Development

**Program Name:** Community Development Block Grants/Entitlement Grants

**Assistance Listing Number:** 14.218

**Finding Summary:**

One of three quarterly PR29 Cash on Hand reports submitted to HUD contained an inaccurate figure for revolving funds received on Line 13, due to insufficient internal review and reconciliation. Additionally, the amount on Line 5 on the PR26 Financial Summary Report was unable to be supported.

**Corrective Action Plan:**

The City will strengthen internal controls over CDBG reporting by:

- Implementing a documented secondary review process for all PR29 and PR26 reports.
- Requiring reconciliation of source data to report figures prior to submission.

**Responsible Individual(s):**

Melissa Kinzler, Finance Director  
Tom Hazen, Grant Administrator

**Anticipated Completion Date:**

January 2026



Commission Meeting Date: January 20, 2026  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Appointment - - Municipal Court Judge, Department A

**From:** Lisa Kunz, City Clerk

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appointment of Municipal Court Judge to fill the Department A vacancy for the remainder of the unexpired term through December 31, 2027.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (appoint/not appoint) \_\_\_\_\_ as Municipal Court Judge for Department A to serve the unexpired portion of the term through December 31, 2027, at a beginning salary of \$119,859.75."

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

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**Summary:** Pursuant to § 7-4-4112, MCA, when a vacancy occurs in any elective office, this position is considered open and subject to nomination and election at the next general municipal election in the same manner as the election of any other individual elected to that office. The term of office, however, is limited to the unexpired portion of the term of the individual who created the vacancy. Pending an election and qualification of a successor, the City Commission is required, by majority vote, to appoint an individual within 30 days of the vacancy to serve until a successor is elected and qualified.

In accordance with § 7-4-4111(3), MCA, the vacancy occurred upon Municipal Court Judge Steven B. Bolstad's submission of his written resignation on December 1, 2025, with an effective date of 12:01 a.m. on January 1, 2026. Upon notice of his resignation, the City Commission was legally obligated to appoint a judge to serve the remainder of the current term.

On December 19, 2025, the City issued a press release announcing that applications would be accepted to fill the vacancy through 5:00 p.m. on Thursday, January 8, 2026. By the stated deadline, the City Clerk received three Municipal Court Judge Interest Applications.

At the Special Work Session held January 16, 2026, the City Commission interviewed the three applicants: Cassidy Blomgren, Theresa Diekhans and Cayle Halberg. Each applicant was asked the same questions. Following the interviews, the Commission deliberated and discussed the applicants' responses.

**Background:** Municipal Court Judge Steven B. Bolstad was re-elected to a four-year term beginning January 1, 2024. The next municipal election will be held in November 2027. Pursuant to the applicable statutes, the selected applicant will serve the unexpired portion of the term through December 31, 2027. The position will appear on the ballot at the November 2027 municipal election. The selected applicant may file for election at that time and, if elected, would begin serving a four-year term.

The qualifications for a municipal court judge are generally the same as those for a district court judge, as set forth in Article VII, Section 9, of the Montana Constitution, with the following exceptions: a municipal court judge must have been admitted to the practice of law in Montana for at least three years prior to the date of election; must be a resident and registered voter in the City of Great Falls at the time of election; and must be certified, or have been granted a Temporary Certificate and Waiver of Training for New Judge, by the Supreme Court of Montana Commission on Courts of Limited Jurisdiction pursuant to §§ 3-1-1502 and 3-1-1503, MCA, prior to assuming office.

Resolution 10095, adopted by the City Commission on January 20, 2015, establishes the salary range for a full-time appointed or elected Municipal Court Judge serving a first or partial term. The salary is set at 75% of the salary of a District Court Judge, as determined by the State of Montana through the Department of Administration's periodic Elected State Officials salary survey.

**Alternatives:** The City Commission could elect not to make an appointment at this time. However, pursuant to state statute, the Commission is required to appoint an individual within 30 days of the vacancy – no later than January 31, 2026 - to serve until a successor is elected and qualified.