



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

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

Public participation is welcome in the following ways:

- Attend in person.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email to: [commission@greatfallsmt.net](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.
6. A complete copy of Rule 10 pertaining to the public participation is available on the table in the Commission Chambers and is included with the Meeting posting on the City's Website.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**MILITARY UPDATES**

1. Miscellaneous Reports and announcements from Montana Air National Guard.

## **PETITIONS AND COMMUNICATIONS**

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

2. Miscellaneous reports and announcements.

## **NEIGHBORHOOD COUNCILS**

3. Miscellaneous reports and announcements from Neighborhood Councils.

## **BOARDS AND COMMISSIONS**

4. Miscellaneous reports and announcements from Boards and Commissions.

## **CITY MANAGER**

5. Miscellaneous reports and announcements from City Manager.

## **CONSENT AGENDA**

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

- [6.](#) Minutes, March 18, 2025, City Commission Meeting.
- [7.](#) Minutes, March 18, 2025, Special City Commission Meeting.
- [8.](#) Total Expenditures of \$2,460,405 for the period of February 27, 2025 through March 12, 2025, to include claims over \$25,000, in the amount of \$1,852,383.
- [9.](#) Contracts List.
- [10.](#) Approve the Amendment to Section A. of the City Manager Employment Agreement and extend the term for the Agreement an additional three years through March 24, 2029.
- [11.](#) Set a public hearing for April 15, 2025 on Resolution 10569, Revising Fee Schedule for Great Falls Fire Rescue.
- [12.](#) Set a public hearing for May 6, 2025 on Resolution 10573, Establishing Residential and Commercial Sanitation Service Collection Rates Effective June 1, 2025.
- [13.](#) Set a public hearing for May 6, 2025 on Resolution 10574, Establishing Residential and Commercial Water, Sewer and Storm Drain Utility Service Rates Effective June 1, 2025.
- [14.](#) Approve a change order in the amount of \$8,500 to Guy Tabacco Construction for the SLIPA GFPD Secure Front Desk Project utilizing SLIPA and City funds, and authorize the City Manager to execute the change order documents.

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

## **PUBLIC HEARINGS**

## **OLD BUSINESS**

## **NEW BUSINESS**

15. Water Treatment Plant Sedimentation Basin Upgrades Project, Professional Services Agreement for Engineering Services. *Action: Approve or not approve a Professional Services Agreement with Advanced Engineering and Environmental Services, Inc. in the amount not to exceed \$446,462 and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Christoff Gaub)*
16. 5th St and 10th Ave S Storm Drainage Crossing Project, Professional Services Agreement Amendment No. 1. *Action: Approve or not approve a Professional Services Agreement Amendment No. 1 in the amount of \$68,344 to Great West Engineering, Inc. and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Christoff Gaub)*
17. 5th St and 10th Ave S Storm Drainage Crossing Project, Construction Agreement. *Action: Award or not award a construction agreement in the amount of \$948,620 to Ed Boland Construction and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Christoff Gaub)*

## **ORDINANCES / RESOLUTIONS**

18. Ordinance 3272, Amending Title 5, Chapters 1-3, Title 6, Chapter 1, Title 8, Chapter 14, and Title 17, Chapter 20 of the Official Code of the City of Great Falls (OCCGF) pertaining to Business Licenses, Permits, and Safety Inspection Certificates provisions. *Action: Accept or not accept Ord. 3272 on first reading and set or not set second reading for April 15, 2025. (Presented by Brock Cherry)*
19. Resolution 10570, Amending Resolution 10536 to Establish Park and Recreation Fees to waive fees aligning with training requirements for Malmstrom Air Force base and Air National Guard at the Scheels Aim High Big Sky Facility. *Action: Adopt or deny Res. 10570. (Presented by Greg Doyon/Commission)*

## **CITY COMMISSION**

20. Miscellaneous reports and announcements from the City Commission.
21. Commission Initiatives.  
Financing for the Fire Training Center Renovations
22. Legislative 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**  
**March 18, 2025**

Regular City Commission Meeting

Mayor Reeves presiding  
Commission Chambers, Room 206

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Cory Reeves, Joe McKenney, Rick Tryon, Shannon Wilson, and Susan Wolff. Also present were City Manager Greg Doyon, Public Works Director Chris Gaub, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, City Attorney David Dennis, Fire Chief Jeremy Jones, Police Chief Jeff Newton, and City Clerk Lisa Kunz.

**AGENDA APPROVAL:** There were no proposed changes to the agenda by the City Manager or City Commission. The Agenda was approved as presented.

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** None.

**COMMUNITY INITIATIVES**

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

**Ed Brown**, President and CEO of the Great Falls Area Chamber of Commerce, updated the Commission on his first nine months with the Chamber and plans for the future. The goal of the past nine months has been digging in to what value business members want and see from their membership, how the Chamber can build upon that value, and what can businesses do to help the Chamber help the City of Great Falls and the community we are all a part of.

He has participated in video chats on social media on multiple topics, such as parking, growth policy, downtown TIF, and an initiative to lower the cost of airfare. Answers to questions from members and non-members are provided from the experts in the room. It is important to showcase what is in our community and who the Chamber members are.

An upcoming event will be to engage the Leadership Great Falls alumni to strengthen that program even more. His goal is to bring more of our community and more leadership principles to that group.

In conclusion, Mr. Brown announced that a luncheon would be scheduled in May regarding the State of Great Falls. Leaders in the community will present for five minutes followed by lunch and then a question and answer period.

**PETITIONS AND COMMUNICATIONS**

- 2. **John Hubbard****, City resident, commented that the public safety levy failed because the Department of Revenue raised taxes 111%. He also discussed a tree falling on his house and car in December during a high wind event.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**March 18, 2025**

**NEIGHBORHOOD COUNCILS**

**3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS AND COMMISSIONS**

**4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**CITY MANAGER**

**5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon announced that the Deputy City Manager recruitment is underway with a recruiting firm. Legislators are back in session and the City's lobbyist is continuing to monitor several bills.

**CONSENT AGENDA.**

- 6.** Minutes, March 4, 2025, City Commission Meeting.
- 7.** Total Expenditures of \$4,341,706 for the period of February 13, 2025 through February 26, 2025, to include claims over \$25,000, in the amount of \$3,648,503.
- 8.** Contracts List.
- 9.** Set a public hearing for April 15, 2025 on Resolution 10565, approving a Conditional Use Permit to allow a Contractor Yard, Type I, Land Use with an additional allowance of up to 2,500 square feet of temporary storage containers, upon the property addressed as 3104 Upper River Road, Great Falls, Montana.

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

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

**PUBLIC HEARINGS**

**JOURNAL OF COMMISSION PROCEEDINGS****March 18, 2025**

**10. RESOLUTION 10567, A REQUEST FROM MOUNTAIN VIEW EVANGELICAL LUTHERAN CHURCH FOR A CONDITIONAL USE PERMIT (CUP) TO EXPAND A NONCONFORMING USE TO CONSTRUCT A BUILDING ADDITION ONTO THE EXISTING CHURCH LOCATED IN THE R-2 ZONING DISTRICT UPON THE PROPERTY ADDRESSED AS 800 SACAJAWEA DRIVE.**

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

Planning and Community Development Director Brock Cherry reported that Mountain View Evangelical Lutheran Church submitted an application for a Conditional Use Permit (CUP) to expand its non-conforming "worship facility" use at 800 Sacajawea Drive. When the church was built in the R-2 zoning district, this use was allowed before the district existed. When the district was implemented, it became legal, non-conforming and the City Code allows those uses to be grandfathered. Expansions to increase those non-conforming uses may be done through the conditional use permit process.

The proposed addition is designed to enhance the church's functionality for its current congregation that has remained steady since 1980, with an average membership of 40-60 congregants and the greater community. The majority of church services are held on Sundays, and members will continue to utilize the current twenty on-site parking spaces, which meets current City Code. Staff also believes there is sufficient off-street parking to satisfy the church's needs.

Neighborhood Council #3 met on February 6, 2025, and voted 3-0 in support of the proposed CUP. At the conclusion of a public hearing held on January 28, 2025, the Zoning Commission unanimously voted 4-0 to recommend that the City Commission approve the applicant's request for a Conditional Use Permit (CUP) to expand a nonconforming use and construct a building addition on the subject property. Concerns were expressed from the public about whether or not the expansion would infringe on the sight safety triangle for corner lots. The Building Department and zoning staff reviewed City Code and determined that it is in conformance.

The basis of decision was attached to the agenda report and meets all of the requirements.

**Applicant, Keith Gibbs**, Mountain View Evangelical Lutheran Church Council President, reported that the 2,334 square-foot addition to the existing church building would be constructed on the west side of the existing church building along 8th Street NE. The first floor (1,169 square feet) will be utilized for a fellowship hall and a pastor's office, while the basement area (1,165 square feet) will be designated as a transitional space.

The addition of the fellowship hall will help alleviate existing congestion in the church entryway and provide a space for members to gather before and after services. The new pastor's office will be located on the main floor to host counseling sessions and small meetings. The previous office was converted into handicap-accessible bathrooms in 2005 to meet building code requirements. The basement will be used for congregational meals and youth classrooms.

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

**JOURNAL OF COMMISSION PROCEEDINGS****March 18, 2025**

Hearing none, Mayor Reeves asked if there were any comments from the public in support of or in opposition to Resolution 10567.

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

**Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10567, subject to the Conditions of Approval being fulfilled by the applicant.**

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

Commissioner McKenney inquired and was informed that the CUP process took approximately four months. There was a delay in January due to the Neighborhood Council not meeting that month. He believes there should be a simpler and faster way to carry out these requests.

Director Cherry added that the growth policy update is the best opportunity to provide that feedback as expressed by Commissioner McKenney.

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

Motion carried 5-0.

**11. RESOLUTION 10575, A REQUEST FROM NORTHSIDE PROPERTIES LLC TO USE DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS FOR THE MODERNIZATION OF ELEVATORS AND UPGRADE THE FIRE ALARM SYSTEM AT THE TIMES SQUARE BUILDING LOCATED AT 525 CENTRAL AVENUE.**

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

Planning and Community Development Director Brock Cherry reported that the current owner, Jason Stringer, Northside Properties LLC, purchased the multi-tenant Times Square Building located at 525 Central Avenue in October 2024. This building was constructed in 1929, and was combined with adjacent buildings in the early 1900s. In 1981, it was heavily renovated to its current appearance. The building is within the Central Business Historic District and has contributed to the commercial activity of Downtown for nearly 100 years.

The building is in great disrepair. Staff has been meeting with Mr. Stringer since he acquired the building. The total cost of rehabilitation will be more than \$1 million dollars. Applicant's request is for \$158,908.46 in TIF funds for the modernization of elevators and to upgrade the fire alarm system.

The applicant chose to apply for TIF funding through the approval of City Commission due to the aggregate amount requested exceeding the \$130,000 limit of the Downtown TIF Program awards reviewed and approved administratively by City staff.

**JOURNAL OF COMMISSION PROCEEDINGS****March 18, 2025**

If the Commission approves the TIF request, staff projects that at the end of fiscal year 2025 there will be approximately \$2.4 million dollars of expendable cash in the fund. On an annual basis, as a reoccurring program, there is also \$500,000 that goes to the administrative programs that staff administers – Façade Program, Fire Alarm Program and Environmental Safety Program. That fund never gets totally utilized. Being close to the end of the fiscal year, and ample funds within the administrative budget, staff can utilize the existing funds in this line item of \$500,000 for funding the project.

Mayor Reeves received clarification that the \$500,000 administrative program funds are TIF funds.

Director Cherry added that the project does meet the line item and is a more conservative approach. The requested TIF amount is \$158,908.46.

**Applicant, Jason Stringer**, commented that he purchased the property in October 2024. He is in the process of getting contractors and in discussions with City inspectors on what needs to be updated. The TIF request is to modernize the elevators and update the fire alarm system. He is also working on the boiler and cooling systems. The two buildings were brought together in about 1982 when the front glass was installed. He will be working on trying to get that glass replaced as well.

The multi-tenant building currently has 20 stores, and an art gallery. A coffee shop called Mug Shots is forthcoming. His plan is to bring the building back to life. He has participated in downtown events – New Year's Eve ball drop, Christmas Stroll, and Valentine's Day and St. Patrick's Day events. He allows vendors to utilize space without charge.

Applicant Stringer urged the Commission to approve the resolution that would allow him to continue with other projects, such as the windows.

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

Commissioner Tryon received clarification that the TIF request of \$158,908.46 was for modernization of the elevators and fire alarm system only.

Mayor Reeves asked if there were any comments from the public in support of Resolution 10575.

**Kellie Pierce**, Executive Director of the Business Improvement District (BID) and Board Chair for the Downtown Development Partnership (DDP), commented that this request was brought before the DDP and was fully supported because the Times Square building is an asset to downtown. The DDP is glad the building is under new ownership with someone that will take care of it. The BID has been able to fund several business incentive grants, which pay a month's rent for new tenants in the building with a signed one-year lease.

**Jake Clark**, Great Falls Development Alliance (GFDA), commented that this is an ideal project for the TIF funds as they are designed in these program buckets. The historic building, so prominent in downtown, has many generations of great memories and more to come. GFDA supports this great project.

**JOURNAL OF COMMISSION PROCEEDINGS****March 18, 2025**

Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10575.

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

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10575 to allow the use of up to \$158,908.46 in Downtown Urban Renewal District Tax Increment Financing (TIF) funds, and approve the accompanying Development Agreement for the modernization of elevators and upgrade the fire alarm system at the Times Square Building located at 525 Central Avenue.**

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

Commissioner Wolff thanked the applicant, and commented she had no idea the two historic buildings were brought together.

Commissioner Tryon commented that this is a good project and worthy of TIF funding approval. The core use of TIF was for public infrastructure, and was expanded to include projects such as this. This is a good project and he wished the applicant the best of luck.

Commissioner McKenney commented that Great Falls is growing in all areas of the community. Downtown is especially vital to the growth of Great Falls. When developers come in to Great Falls, they want to see a healthy and vibrant downtown. Downtown Great Falls has become an entertainment district and a small business district and has a lot of exciting activity. He thanked the applicant for taking a huge risk that will be good for the community.

Commissioner Wilson commented that this project benefits infrastructure for the public as a whole.

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

Motion carried 5-0.

**OLD BUSINESS**

**NEW BUSINESS**

**12. CENTRAL AVENUE/3<sup>RD</sup> STREET DRAINAGE IMPROVEMENTS, PHASE 2 CONSTRUCTION CONTRACT. OF 1779.1**

Public Works Director Chris Gaub reported that agenda item 12 is the construction contract for Phase 2 of the Central Avenue/3<sup>rd</sup> Street Drainage Improvements project. This project will increase storm drain capacity and reduce downtown flooding as part of a multi-phase storm drainage project. Phase 2 will upsize the storm mains along 3<sup>rd</sup> Street South from Central Avenue to 2<sup>nd</sup> Alley South, and along 1<sup>st</sup> Avenue South from 3<sup>rd</sup> Street South to 5<sup>th</sup> Street South. The water main and street will be replaced along 1st Avenue South from 3rd Street South to 5th Street South. Working these three utilities at once, the area will be disturbed once versus multiple times. Construction is scheduled for May through November of this year.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**March 18, 2025**

There is no ideal time to perform this work, especially with our short construction season. This project will temporarily disrupt local businesses and downtown traffic. Closing the westbound 1<sup>st</sup> Avenue South one-way is necessary for various portions of the project. The contractor will limit closures as much as possible, but closures will be necessary due to the nature of the work and due to the safety concerns of moving traffic through a large construction zone.

City staff has presented this project to downtown businesses adjacent to the construction, including the Great Falls Transit District and parking garages. City staff has also worked with the 4<sup>th</sup> of July Parade coordinator to minimize parade disruptions. The contractor will limit construction work along the 1<sup>st</sup> Avenue South parade route until after July 4<sup>th</sup>. The contractor will also clean and sweep the construction area to provide a safe parade route and will not work on the day of the parade.

Notification letters will be sent to affected businesses and residents once the contractor's schedule and construction phasing is finalized. City staff will meet with the Business Improvement District at their April meeting. A Pre-Construction meeting with the City, Contractor, Consultant and interested parties is scheduled for April. Once construction begins in May, City staff will have public outreach meetings twice a month to address concerns from businesses, residents, and the general public.

Three responsive bids were received ranging from just over \$3.35 million to just under \$3.8 million. All three bids were within the budgeted amount.

The storm drain work will be funded with approximately \$1.8 million in available ARPA funds, which must be spent by the end of 2025. Once ARPA funds are exhausted, he anticipates utilizing \$350,000 in TIF funds for the remaining portion of the storm drain work. Street Funds will fund approximately \$150,000 in street improvements not directly associated with the storm drain work. The Water Utility Enterprise Funds will fund about \$1 million for the water main improvements.

Staff recommends the Commission award this construction contract to the low bidder, Capcon.

**Commissioner McKenney moved, seconded by Commissioner Wilson, that the City Commission award a contract in the amount of \$3,352,727 to Capcon, LLC for the Central Avenue/3<sup>rd</sup> Street Drainage Improvements Phase 2 project, and authorize the City Manager to execute the necessary documents and to make the payments.**

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

Commissioner Wolff commented it would be good to get this project done. There has not been serious flooding in a while and is something we do not want.

Commissioner McKenney commented that these improvements need to be made and there is never a best time. However, it is going to affect this business district. He urged Director Gaub to speed this project up as a highest priority so as to limit the disruption to businesses.

**JOURNAL OF COMMISSION PROCEEDINGS****March 18, 2025**

Commissioner Tryon added that it needs to be impressed upon Capcon, should the Commission award the contract, the importance of expediting this project, as it will affect the livelihoods of those businesses. He further added that access to businesses need to remain open as much as possible.

Commissioner Wolff thanked Director Gaub for already communicating with the businesses and has faith in his communications with Capcon.

City Manager Greg Doyon commented that it is a catch 22 as the businesses also have an expectation that the City fix the problem. There have been events in the area that have impacted businesses because the storm drainage system could not handle it. The project will cause an inconvenience but staff will try to expedite it as much as possible.

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

Motion carried 5-0.

**ORDINANCES / RESOLUTIONS****CITY COMMISSION****13. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Commissioner Wilson thanked Director Cherry for attending the monthly Veterans coffee social this morning, and for his interaction with the community as a whole.

**14. COMMISSION INITIATIVES.**

None.

**15. LEGISLATIVE INITIATIVES.**

None.

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of March 18, 2025, at 7:56 p.m.**

Motion carried 5-0.

---

Mayor Cory Reeves

---

City Clerk Lisa Kunz

**Minutes Approved: April 1, 2025**



**JOURNAL OF SPECIAL COMMISSION PROCEEDINGS**  
**March 18, 2025**

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**JOURNAL OF SPECIAL COMMISSION PROCEEDINGS**  
**March 18, 2025**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

# JOURNAL OF SPECIAL COMMISSION PROCEEDINGS

# March 18, 2025

[illegible]

**JOURNAL OF SPECIAL COMMISSION PROCEEDINGS**  
**March 18, 2025**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**JOURNAL OF SPECIAL COMMISSION PROCEEDINGS**  
**March 18, 2025**

[REDACTED]

The executive session concluded at 5:17 PM.

The meeting reconvened into an open meeting in the Gibson Room. Mayor Reeves called the meeting back to order at 5:24 PM.

**2. CITY MANAGER'S ANNUAL PERFORMANCE AND SALARY REVIEW.**

Mayor Reeves summarized the Commission's performance review of Manager Doyon and discussion of his contract that included:

- Manager Doyon has done an outstanding job this past year.
- Plays a critical role as the sole employee of the City Commission and is responsible for executing Commission policies while overseeing the daily operations of approximately 500 City employees.
- Leadership has been instrumental in advancing key priorities.
- Manages City resources effectively, navigates complex challenges, fiscally responsible, and adheres to policies.
- Aware of Commission dynamics.
- Collaboration and community engagement.
- Guidance and management of City staff.
- Building trust and reliability.
- Professional leadership and development.

Mayor Reeves reported that the Commission is offering Manager Doyon a three-year contract extension, 2.8 percent COLA adjustment and 2.2 percent performance raise, for a total increase of 5 percent.

**Mayor Reeves moved, seconded by Commissioner Wolff, that the City Commission approve the Performance Review, and approve an amendment to Section B. Salary of the City Manager's Employment Agreement.**

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

Commissioner Tryon commented that Manager Doyon has been doing a great job for as long as he has been on the Commission. He hears people say Manager Doyon makes too much money. He commented that Commissioner McKenney had shared information on what other City Managers

**JOURNAL OF SPECIAL COMMISSION PROCEEDINGS**  
**March 18, 2025**

or Administrators are paid around the region which included the following:

Twin Falls, ID: \$232,000  
 Olympia, WA: \$225,000  
 Helena, MT: \$195,000  
 Bozeman, MT: \$193,000  
 Marysville, WA: \$248,000

Commissioner Wolff commented that the extent of Manager Doyon's work is often unknown and until people get involved, they do not understand the complexities of each department. She added that Manager Doyon is doing a phenomenal job.

Commissioner Wilson commented that there are exciting things happening in the City. It is good that Manager Doyon will be here to bring the City into this next level and his experience is needed.

Commissioner McKenney commented that he would not want Manager Doyon's job and it is a difficult job. Manager Doyon oversees over 500 employees as well as five Commissioners who have different opinions. Commissioner McKenney concluded that he is glad Manager Doyon is here and hopes he is here for many more years, because he does an excellent job.

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

Motion carried 5-0.

**ADJOURNMENT**

There being no further business to come before the Commission, **Mayor Reeves adjourned the special meeting of March 18, 2025, at 5:30 PM.**

Motion carried 5-0.

\_\_\_\_\_  
 Mayor Cory Reeves

\_\_\_\_\_  
 Deputy City Clerk Darcy Dea

Minutes Approved: April 1, 2025



Commission Meeting Date: April 1st, 2025  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

**LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT**

<https://greatfallsmt.net/finance/checkregister>

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

ACCOUNTS PAYABLE CHECKS	02/27/2025 - 03/12/2025	1,490,584.00
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	02/27/2025 - 03/12/2025	903,690.98
	SUB TOTAL: \$	2,394,274.98
MUNICIPAL COURT CHECKS	02/27/2025 - 03/12/2025	66,129.91
	GRAND TOTAL: \$	2,460,404.89

**GENERAL FUND**

**SPECIAL REVENUE FUNDS**

**COVID RECOVERY**

NEIGHBORWORKS GREAT FALLS	ENGINEERING SERVICES	143,675.86
WADSWORTH BUILDERS COMPANY	GFPD EVIDENCE BUILDING EXPANSION	59,544.11
ORION PLANNING + DESIGN	FEB 2025 GROWTH POLICY UPDATE FEES	29,659.46

**LIBRARY FOUNDATION**

CUSHING TERRELL	PROFESSIONAL SERVICES FOR FEB 2025	41,942.53
-----------------	------------------------------------	-----------

**PARK DISTRICT**

BURROW BLOCKER	RODENT MITIGATION TRAILER	33,116.00
----------------	---------------------------	-----------

**STREET DISTRICT**

WESTERN SYSTEMS INC	TRAFFIC SIGNAL CABINET	28,111.72
WESTERN SYSTEMS INC	TRAFFIC SIGNAL CABINET	28,111.72

**DEBT SERVICE FUNDS**

**DOWNTOWN TID BONDS**

DOWNTOWN DEV. PARTNERSHIP	TIF REIMBURSEMENT DDP OPERATIONS	97,294.32
---------------------------	----------------------------------	-----------

**CAPITAL PROJECT FUNDS****ENTERPRISE FUNDS****SEWER**

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	318,489.18
----------------------------	---------------------------------	------------

**SANITATION**

CASCADE ENGINEERING INC	580 - 96 GALLON REFUSE CONTAINERS	30,647.20
-------------------------	-----------------------------------	-----------

**CIVIC CENTER EVENTS**

INNOVATION ARTS & ENTERTAINMENT	SETTLEMENT CHICAGO MUSICAL	113,372.11
---------------------------------	----------------------------	------------

**INTERNAL SERVICE FUNDS****TRUST AND AGENCY FUNDS****COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	49,164.98
---------------------	---------------------------------	-----------

**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	42,639.00
-----------------	---------------	-----------

FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	58,196.70
------------------------	--	-----------

STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	78,702.21
-------------------------------	---	-----------

PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	157,570.43
----------------------------	--	------------

US BANK	FEDERAL TAXES, FICA & MEDICARE	241,696.36
---------	--------------------------------	------------

LIUNA NATIONAL PENSION FUND	EMPLOYEE & EMPLOYER CONTRIBUTIONS	27,643.69
-----------------------------	-----------------------------------	-----------

**UTILITY BILLS**

HIGHPLAINS LANDFILL	LANDFILL CHARGES FEB 2025	90,679.10
---------------------	---------------------------	-----------

GUZMAN ENERGY	ELECTRIC SUPPLY FEB 2025	100,538.75
---------------	--------------------------	------------

ENERGY WEST	GAS CHARGES FEB 2025	35,367.99
-------------	----------------------	-----------

NORTHWESTERN ENERGY	ELECTRIC SUPPLY	46,219.57
---------------------	-----------------	-----------

<b>CLAIMS OVER \$25,000 TOTAL:</b>		<b>\$ 1,852,382.99</b>
------------------------------------	--	------------------------

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

**DATE: April 1, 2025**

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

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

**MAYOR' S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
<b>A</b>	Great Falls Police Department	Big Sky Select Properties, LLC	04/01/2025 – 03/31/2026	\$3,641.88/mo \$43,702.56 total for year Paid for by proceeds from grants funds	Ratification of Lease Agreement/office lease renewal for High Intensity Drug Trafficking Area (HIDTA)Task Force [CR: 100212.9C, 052014.4D, 022117.8B, 022018.8B, 020519.11E, 031720.12C]
<b>B</b>	Public Works – Environmental Division	Michael Baker International, Inc.	04/01/2025	\$70,000	Professional Services Agreement to perform comprehensive engineering/consulting services for the City's wastewater industrial pretreatment program <b>OF 1735.0</b>

<b>C</b>	Park & Recreation	Big Sky Select Properties, LLC	03/25/2025 – 09/25/2025	N/A	Temporary Access License for the purpose of Big Sky Select Properties' hired contractor to restore City property, Sight & Sound Park along River Drive, T20N, R3E, Section 11, and Railroad Park property, T20N, R3E Sections 1 and 2 to the same condition and grade as existed around March 15, 2022 when Licensee was granted a prior Temporary Access License for construction on its property.
<b>D</b>	Park & Recreation	Gold Creek Cellular of Montana Limited Partnership, d/b/a Verizon Wireless	03/08/2025 – 11/04/2025	\$2,006/mo paid to City by licensee	Ratification of Temporary License Agreement [VZW Site Name: GFA ELLA, MDG: 50000965051] for licensee to operate the antenna and associated equipment/facility on a temporary basis while licensee attempts to relocate the facility in Dudley Anderson Park and negotiate a long-term agreement with licensor for relocation of licensee's communication facility. The term may be extended for (1) 12-month period unless either party gives the other written notice of its intent to terminate before August 4, 2025. [CR: 110508.20]
<b>E</b>	Park & Recreation	Missouri River Shooter Association of Great Falls, Montana	10/01/2024 – 09/30/2029	\$350/yr paid to City by lessee	Addendum to Wadsworth Park Lease extends the term of the lease of a portion of Wadsworth Park for the operation of an indoor shooting club an additional five (5) years, as set forth in the provisions of the original lease approved by the Commission, Item 18 of the December 3, 2019 meeting



Commission Meeting Date: April 1, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Amendment to the City Manager Employment Agreement

**From:** City Commission

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Ratification of City Manager Contract Term Amendment

---

**Suggested Motion:**

1. Commissioner moves:  
  
 "I move that the City Commission (approve/not approve) the Amendment to Section A. of the City Manager Employment Agreement and extend the term for the Agreement an additional three years through March 24, 2029."
  2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
- 

**Summary:** The City Commission conducted the City Manager's Annual Performance Evaluation during a Special Meeting on March 18, 2025.

Mayor Reeves provided a summary of the Executive Session, including the intent to offer a three year contract extension, 2.8% cost of living and a 2.2% performance increase totaling 5%. A formal motion made was to "Approve the Performance Review and approve Amendment to Section B. Salary of the City Manager's Employment Agreement". This motion was passed 5-0.

Ratification of the updated City Manager's Contract formally recognizes the Commission's desire to extend the Agreement with its new terms.

**Alternatives:** The Commission could choose to not approve the Amendment to extend the Agreement and keep the original end date of March 24, 2026.

**Attachments/Exhibits:**

Amendment #2

Employment Agreement – Amendment #2

City of Great Falls  
And  
Gregory T. Doyon

This Employment Agreement—Amendment #2 hereby amends the Employment Agreement entered into by and between the City Commission for the City of Great Falls, Montana and Gregory T. Doyon, dated \_\_\_\_\_, 2023 (“Agreement”), as follows:

Section A. Term

The term of the Agreement shall be extended for three (3) additional years after the original term date of March 24, 2026 and will run through March 24, 2029.

Section B. Salary

Commencing March 24, 2025, the City Manager’s base annual wage is \$207,756.88, payable in accordance with normal City policy and practices.

\_\_\_\_\_  
Cory Reeves, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory T. Doyon

\_\_\_\_\_  
Date

Pursuant to a Commission vote on March 18, 2025 and ratified during the April 1, 2025 City Commission Meeting.



Commission Meeting Date: April 1, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution No. 10569 Revising Fee Schedule for Great Falls Fire Rescue  
Superseding Resolution 10444

**From:** Jeremy Jones, Fire Chief

**Initiated By:** Great Falls Fire Rescue

**Presented By:** Jeremy Jones, Fire Chief

**Action Requested:** Set a public hearing on Resolution 10569 for April 15, 2025.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on Resolution 10569 for April 15, 2025.”

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

**Staff Recommendation:** Staff recommends that the Commission set a public hearing on Resolution 10569, revising the fee schedule for Great Falls Fire Rescue, for April 15, 2025.

**Summary:** At the March 18, 2025 Commission Work Session, Great Falls Fire Rescue (GFFR) and Planning and Community Development presented information to the City Commission on proposed changes to Title 5 of the Official Code of the City of Great Falls (OCCGF) and the GFFR fee schedule.

The City Manager directs departments during the annual budget development process to review all fees. Specifically, when the budget is presented to the City Commission for consideration, they are advised that city departments have reviewed and updated fees to cover service costs not covered by property taxes. Over the past year, GFFR has evaluated its current fees and worked with Planning and Community Development and the City Attorney's office to evaluate the SIC/Business License program and all of Title 5 (Business Licenses, Permits, and Safety Inspection Certificates) of the COGF.

Based on direction from the City Commission and the Public Safety Advisory Committee, GFFR is recommending an increase in the fee for a new issuance and a renewal of a SIC/Business License. The SIC/Business License fees were last adjusted in 2022. The fee adjustment is based on the Western Consumer Price Index (WCPI) at the end of 2023. This equates to a 3.6% increase to the SIC/Business License Fees. GFFR has also determined the need to adjust the other fees listed on its fee schedule and add new fees as cost recovery for services provided by GFFR's staff. The established fees on the GFFR

fee schedule will also be adjusted by WCPI. The proposed new fees are based on similar fees issued by other Montana municipalities.

**Background:** GFFR has not adjusted SIC/Business license fees since 2022. GFFR recommends increasing SIC/Business License fees by the listed percentage of the Western Consumer Price Index (WCPI) at the end of 2023. The WCPI percentage was provided to GFFR by the City of Great Falls Finance Director.

Along with the recommended increase to SIC/Business Licenses, GFFR recommends instituting a \$100 fee for failure to comply with correcting fire code violations after the 1st re-inspection (2nd Inspection is conducted). GFFR is also recommending that GFFR issue a fee for the following services currently provided by GFFR but where the cost for GFFR staff time is not recovered:

- Fire plans review
- Fire permits (burn permits)
- Fire sprinkler acceptance
- Fire alarm acceptance
- Kitchen hood acceptance
- Fire suppression system acceptance
- Fire pump acceptance
- Fire standpipe acceptance
- Special inspections
- After hours' inspections
- Contractors not ready for acceptance testing
- Open burning violation

GFFR recommends that the fee charged for false activation of fire alarm systems be increased from \$100 to \$250 after the third false activation in a 365-day period. GFFR recommends increasing the fees charged for renting the GFFR Training Center and the fee for the hourly rate for GFFR apparatus and personnel.

GFFR recommends that the fees for the following services be increased:

- CPR training classes
- Fireline flushes
- Ladder testing
- Hose repair
- SCBA air bottle filling

GFFR also recommends increasing the fees charged for EMS patient transport per the GFFR billing company. The increase is to be in line with industry standards.

**Fiscal Impact:** Adoption of this resolution will assist with recovering the fiscal costs of providing these services by GFFR.

**Alternatives:** If the change to the GFFR fee schedule is not implemented, GFFR and the City of Great Falls will not be keeping pace with the cost of inflation and the City of Great Falls general fund will continue to be negatively affected.

**Attachments/Exhibits:** Resolution 10569 & GFFR Fee Schedule

## RESOLUTION 10569

### A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, REVISING THE FEE SCHEDULE FOR GREAT FALLS FIRE RESCUE (GFFR) AND SUPERSEDING RESOLUTION 10444

**WHEREAS**, the Great Falls City Commission adopted Resolution 10444 on March 1, 2022, setting forth fees for services provided by Great Falls Fire Rescue (GFFR), inclusive of fire inspections, permits, facility fees, patient transports, as well as the annual Business License (f/k/a Safety Inspection Certificate) program; and

**WHEREAS**, providing ancillary services or special circumstances are beyond the scope of those services covered by typical emergency work; and

**WHEREAS**, at the March 18, 2025 work session, the Commission recommended GFFR fees be adjusted to recover costs of providing services.

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

- 1) Resolution 10444 is superseded by these terms.
- 2) Great Falls Fire Rescue service fees are set forth as follows:

#### Great Fall Fire Rescue (GFFR) Fee Schedule

#### REPORTS:

Incident Reports	\$15.00
Fire Investigation Report & Photos – BY SUBPOENA ONLY	\$100.00
Single page copies	\$0.25/page

#### BUSINESS LICENSE:

##### New Issuance

Tier 1 (0-2000 sq ft)	\$170 + \$130 (Zoning) = \$300.00
Tier 2 (2001-10,000 sq ft)	\$220 + \$130 (Zoning) = \$350.00
Tier 3 (10,001-25,000 sq ft)	\$295 + \$130 (Zoning) = \$425.00
Tier 4 (25,001-50,000 sq ft)	\$380 + \$130 (Zoning) = \$510.00
Tier 5 (50,001-100,000 sq ft)	\$565 + \$130 (Zoning) = \$695.00
Tier 6 over 100,000 sq ft	\$765 + \$130 (Zoning) = \$895.00
Churches	\$170 + \$130 (Zoning) = \$300.00

##### Renewal

Tier 1 (0-2000 sq ft)	\$80.00
Tier 2 (2001-10,000 sq ft)	\$125.00
Tier 3 (10,001-25,000 sq ft)	\$185.00
Tier 4 (25,001-50,000 sq ft)	\$265.00
Tier 5 (50,001-100,000 sq ft)	\$440.00
Tier 6 over 100,000 sq ft	\$640.00

Churches \$170 + \$130 (Zoning) = \$80.00

**Transfer of ownership** = \$50.00

**Renewal late fee** = \$50.00

**FIRE INSPECTION FEES:**

First Inspection	Covered by SIC
1 <sup>st</sup> Re-Inspection (2 <sup>nd</sup> - Inspection)	\$100.00
2 <sup>nd</sup> Re-Inspection (3 <sup>rd</sup> - Inspection)	\$200.00
3 <sup>rd</sup> Re-Inspection (4 <sup>th</sup> - Inspection)	\$300.00
4 <sup>th</sup> Re-Inspection (5 <sup>th</sup> - Inspection)	see OCCGF § 15.9.050

**FIRE PLANS REVIEW FEES:**

Life Safety plans reviewed in house, \$150 per hour, and \$75 inspection fee.

**FIRE PERMIT FEES:**

\$100.00 permit review, and inspection fee. Minimum 1 inspection per permitted Event. \$75 inspection fee over 1 inspection (Amusement buildings, Carnivals/Fairs, Exhibits/Trade shows, Outdoor assembly event, Tent/Membrane structure)  
\$75.00 Open burning permit review and inspection fee. Minimum 1 inspection

**FIRE SPRINKLER ACCEPTANCE:**

\$75 fee per inspection 100 heads or less. Min 3 inspections. Inspection increases by 1 for every 99 heads over 100 heads.

**FIRE ALARM ACCEPTANCE:**

\$75 fee per inspection. Min 2 inspections for 25,000 square feet or less. Inspection increases by 1 at 25,001 square feet, then every 25,000 square feet after that. Price increases \$75 per added inspection.

**HOOD ACCEPTANCE:**

\$75 fee per inspection, minimum 1 inspection per project.

**FIRE SUPPRESSION SYSTEM ACCEPTANCE:**

\$75 fee per inspection, minimum 1 inspection per project.

**FIRE PUMP ACCEPTANCE:**

\$75 fee per inspection, minimum 3 inspections per project.

**STANDPIPE ACCEPTANCE:**

\$75 fee per inspection, minimum 2 inspections per project.

**SPECIAL INSPECTION:**

\$75 per hour, minimum 1 hour.

**AFTER HOURS INSPECTION:**

\$75 per hour, minimum 1 hour.

**CONTRACTOR NOT READY FOR ACCEPTANCE:**

\$200 per instance

**OPEN BURNING VIOLATION:**

\$50

**FALSE ALARM FEE:**

3<sup>rd</sup> False Activation in a 365-day time period \$250.00

**FACILITIES (daily rates):**

Training Center classroom (*includes audio/visual equip*) \$200 per day  
 Training Center facility \$450 per day +  
 Disposables

*\*Note: Burn prop requires GFFR supervision*

**APPARATUS (hourly rates – personnel costs not included):**

1 ALS Rescue Engine \$250 per hour  
 1 Fire Engine \$220 per hour  
 1 Aerial Apparatus \$390 per hour  
 1 Command Vehicle \$140 per hour  
 1 Rescue Vehicle \$140 per hour  
 1 Hazmat Trailer w/equip \$185 per hour  
 Hazmat supplies/tools cost + 20%

**SERVICES OTHER:**

CPR Training Class \$75 per student  
 Fire Water Line Flush, under 100' of hose used \$100. Over 100' of hose used, \$50 per every  
 25' over a 100'

**PERSONNEL (regular hourly rates at cost to City):**

1 Management Current  
 Current salary plus  
 benefits  
 1 Command Officer Current salary plus  
 benefits  
 1 Company Officer Current salary plus  
 benefits  
 1 Firefighter Current salary plus  
 benefits

*\*Overtime hours will be calculated at the rate of 1.5 times regular rate*

**EQUIPMENT:**

Ladder testing (per ladder) \$90  
 Hose repair (per length) \$25  
 Repair parts cost + 20%

**CASCADE SYSTEM – BREATHING AIR:**

30 min bottle filled with NFPA certified Air cylinder \$30 per cylinder  
 60 min bottle filled with NFPA certified Air cylinder \$50 per

**PATIENT TRANSPORT COST RECOVERY**

**Advanced Life Support (ALS):**

ALS Emergency	\$1,150
ALS 2 Emergency	\$1,250
ALS Treatment w/o Transport	\$ 150
Oxygen	\$ 65
I.V. Supplies	\$ 75
ALS Routine Supplies	\$ 100
Intubation Supplies	\$ 125
Defibrillation Supplies	\$ 120
EKG Supplies	\$ 20
Mileage (per Loaded Miles)	\$ 22

**Basic Life Support (BLS):**

BLS Emergency	\$900
BLS Routine Supplies	\$ 75
BLS Transport (per Loaded Miles)	\$ 17.50

*Note: All rates are invoiced at a minimum of 1 hour and rounded to the nearest half hour.*

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA** that these fees shall become effective upon adoption. Great Falls Fire Rescue shall post the fee schedule on the GFFR webpage of the City's website.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, this 15<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Cory Reeves, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David Dennis, City Attorney

## Great Fall Fire Rescue (GFFR) Fee Schedule

### REPORTS:

Incident Reports	\$15.00
Fire Investigation Report & Photos – BY SUBPOENA ONLY	\$100.00
Single page copies	\$0.25/page

### BUSINESS LICENSE:

#### New Issuance

Tier 1 (0-2000 sq ft)	\$170 + \$130 (Zoning) = \$300.00
Tier 2 (2001-10,000 sq ft)	\$220 + \$130 (Zoning) = \$350.00
Tier 3 (10,001-25,000 sq ft)	\$295 + \$130 (Zoning) = \$425.00
Tier 4 (25,001-50,000 sq ft)	\$380 + \$130 (Zoning) = \$510.00
Tier 5 (50,001-100,000 sq ft)	\$565 + \$130 (Zoning) = \$695.00
Tier 6 over 100,000 sq ft	\$765 + \$130 (Zoning) = \$895.00
Churches	\$170 + \$130 (Zoning) = \$300.00

#### Renewal

Tier 1 (0-2000 sq ft)	\$80.00
Tier 2 (2001-10,000 sq ft)	\$125.00
Tier 3 (10,001-25,000 sq ft)	\$185.00
Tier 4 (25,001-50,000 sq ft)	\$265.00
Tier 5 (50,001-100,000 sq ft)	\$440.00
Tier 6 over 100,000 sq ft	\$640.00
Churches	\$170 + \$130 (Zoning) = \$80.00

**Transfer of ownership** = \$50.00

**Renewal late fee** = \$50.00

### FIRE INSPECTION FEES:

First Inspection	Covered by SIC
1 <sup>st</sup> Re-Inspection (2 <sup>nd</sup> - Inspection)	\$100.00
2 <sup>nd</sup> Re-Inspection (3 <sup>rd</sup> – Inspection)	\$200.00
3 <sup>rd</sup> Re-Inspection (4 <sup>th</sup> – Inspection)	\$300.00
4 <sup>th</sup> Re-Inspection (5 <sup>th</sup> – Inspection)	see OCCGF § 15.9.050

### FIRE PLANS REVIEW FEES:

Life Safety plans reviewed in house, \$150 per hour, and \$75 inspection fee.

### FIRE PERMIT FEES:

\$100.00 permit review, and inspection fee. Minimum 1 inspection per permitted Event. \$75 inspection fee over 1 inspection (Amusement buildings, Carnivals/Fairs, Exhibits/Trade shows, Outdoor assembly event, Tent/Membrane structure)  
 \$75.00 Open burning permit review and inspection fee. Minimum 1 inspection

### FIRE SPRINKLER ACCEPTANCE:

\$75 fee per inspection 100 heads or less. Min 3 inspections. Inspection increases by 1 for every 99 heads over 100 heads.

**FIRE ALARM ACCEPTANCE:**

\$75 fee per inspection. Min 2 inspections for 25,000 square feet or less. Inspection increases by 1 at 25,001 square feet, then every 25,000 square feet after that. Prices increase \$75 per added inspection.

**HOOD ACCEPTANCE:**

\$75 fee per inspection, minimum 1 inspection per project.

**FIRE SUPPRESSION SYSTEM ACCEPTANCE:**

\$75 fee per inspection, minimum 1 inspection per project.

**FIRE PUMP ACCEPTANCE:**

\$75 fee per inspection, minimum 3 inspections per project.

**STANDPIPE ACCEPTANCE:**

\$75 fee per inspection, minimum 2 inspections per project.

**SPECIAL INSPECTION:**

\$75 per hour, minimum 1 hour.

**AFTER HOURS INSPECTION:**

\$75 per hour, minimum 1 hour.

**CONTRACTOR NOT READY FOR ACCEPTANCE:**

\$200 per instance

**OPEN BURNING VIOLATION:**

\$50

**FALSE ALARM FEE:**

3<sup>rd</sup> False Activation in a 365-day time period

\$250.00

**FACILITIES (daily rates):**

Training Center classroom (*includes audio/visual equip*)

\$200 per day

Training Center facility

\$450 per day +  
Disposables

*\*Note: Burn prop requires GFFR supervision*

**APPARATUS (hourly rates – personnel costs not included):**

1 ALS Rescue Engine

\$250 per hour

1 Fire Engine

\$220 per hour

1 Aerial Apparatus

\$390 per hour

1 Command Vehicle

\$140 per hour

1 Rescue Vehicle

\$140 per hour

1 Hazmat Trailer w/equip

\$185 per hour

Hazmat supplies/tools

cost + 20%

**SERVICES OTHER:**

CPR Training Class \$75 per student  
 Fire Water Line Flush, under 100' of hose used \$100. Over 100' of hose used, \$50 per every 25' over a 100'

**PERSONNEL** (regular hourly rates at **cost to City**):

Current

1 Management Current salary plus benefits  
 1 Command Officer Current salary plus benefits  
 1 Company Officer Current salary plus benefits  
 1 Firefighter Current salary plus benefits  
*\*Overtime hours will be calculated at the rate of 1.5 times regular rate*

**EQUIPMENT:**

Ladder testing (per ladder) \$90  
 Hose repair (per length) \$25  
 Repair parts cost + 20%

**CASCADE SYSTEM – BREATHING AIR:**

30 min bottle filled with NFPA certified Air cylinder \$30 per cylinder  
 60 min bottle filled with NFPA certified Air cylinder \$50 per

**PATIENT TRANSPORT COST RECOVERY**

**Advanced Life Support (ALS):**

ALS Emergency \$1,150  
 ALS 2 Emergency \$1,250  
 ALS Treatment w/o Transport \$ 150  
 Oxygen \$ 65  
 I.V. Supplies \$ 75  
 ALS Routine Supplies \$ 100  
 Intubation Supplies \$ 125  
 Defibrillation Supplies \$ 120  
 EKG Supplies \$ 20  
 Mileage (per Loaded Miles) \$ 22

**Basic Life Support (BLS):**

BLS Emergency \$900  
 BLS Routine Supplies \$ 75  
 BLS Transport (per Loaded Miles) \$ 17.50

*Note: All rates are invoiced at a minimum of 1 hour and rounded to the nearest half hour.*



Commission Meeting Date: April 1, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Set Public Hearing on Resolution 10573 Establishing Residential and Commercial Sanitation Service Collection Rates Effective June 1, 2025

**From:** Laura Lynch, Utilities Operations Supervisor

**Initiated By:** Public Works and Finance Department

**Presented By:** Christoff T. Gaub, Public Works Director and Melissa Kinzler, Finance Director

**Action Requested:** Set Public Hearing

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for May 6, 2025, on Resolution 10573 to establish residential and commercial sanitation service collection rates effective June 1, 2025.”

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

**Summary:** In an effort to provide necessary refuse collection and disposal services as well as fund the sanitation fleet, the Public Works Department, Sanitation Division, is seeking a rate increase effective June 1, 2025, which would set rate increases for both 2025 and 2026.

**Background:** Each year, staff reviews and analyzes the financing requirements of the Sanitation Fund to ensure the City has adequate funding for day-to-day operations, equipment, and emergencies. OCCGF 8.8.230 requires the Commission adopt a resolution establishing rates to defray the costs of sanitation services for the fiscal year.

The last residential and commercial rate increase was on June 1, 2024. Staff proposes adjusting the sanitation rates to adequately provide service while covering increased expenses largely due to the increase in operations, equipment, fuel, and landfill costs. Therefore, staff recommends an 8% increase in standard residential service collection rates and a 10% increase in commercial service collection rates. Additionally, staff proposes a two-year rate increase plan. Comparisons of current versus proposed rates are attached for all user classes, container sizes, and services.

A regular residential rate would increase from \$17.33 to \$18.71 per month for 2025 and increase to \$20.20 per month in 2026. Since the senior rate does not cover the cost of the service, staff proposes to phase out the current senior rate over the next 2 years and transition to a discounted rate of 10% off the regular

residential rate. Staff proposes to offer a new discounted rate to seniors beginning June 1, 2025, grandfathering the existing customers at a reduced rate, and offering the new discounted rate to those customers who qualify for the low-income water and sewer rate. The grandfathered senior rate would increase from \$12.13 to \$14.20 per month. Even with the increase to \$14.20, the senior rate does not cover the cost of the service. Next year, 2026, the grandfathered senior rate will be eliminated, and all senior citizens meeting the criteria will be eligible for the discounted rate of 10% off the regular residential rate. The establishment of the new low-income rate will be \$16.84, which is calculated by taking the residential rate of \$18.71 minus a 10% discount. A new rate for multi-family (10 units or more) has been added for \$16.84 per month per unit to provide the City the opportunity to offer a competitive rate to mobile home parks and condominiums.

A commercial 3-yard container would increase \$8.00, from \$84.00 to \$92.00 per month. Cardboard recycling would increase from \$25.00 to \$28.00 per month to cover the cost of the service, and vacant business once-a-month pick-ups would remain constant at \$7.00 per month. Commercial fees would increase by 10% to cover the cost of the capital outlays, such as vehicles and equipment.

**Fiscal Impact:** The increases are necessary to continue to provide required pickup and disposal services as well as fund the sanitation fleet. Increased landfill fees, equipment fees, and unknown but likely higher fuel costs are the most significant drivers for a rate increase.

It is projected that fuel prices will increase as we continue to move towards the spring and summer seasons. In FY 2023, the City paid \$313,482.40 for fuel. In FY 2024, the fuel cost decreased by \$44,747.14. In FY 2025, it is projected that fuel costs will slightly increase to \$325,868.

Landfill fees have risen sharply this year and are the most significant driver of increased rates, while also driving a delay in the City's goal of transitioning a portion of its fleet to front end loaders to serve commercial customers. The City does not own or operate the landfill. The City has a multi-year contract with Republic, who does own and operate the landfill. City Sanitation paid \$1,151,092 in FY 2024. City Sanitation projects a total of \$1,430,402 for FY 2025 for landfill fees. This represents an estimated increase of \$279,310. This increase, according to Republic, is required to cover the City's portion of a new infrastructure project at the landfill, which was constructed by Republic. This infrastructure is to capture methane gas, which, according to Republic, is required by the Federal requirement-Subpart Cf-Emission Guidelines and Compliance Times for Municipal Solid Waste Landfills, and has been reported by Republic to the MT Department of Environmental Quality outlining the plan, process, and timeline for implementation. Republic did not notify the City staff of any additional costs until January 2025, after having completed the project. The City was not made aware of this project, or its alleged financial implications, either before or during project construction. This late notice did not enable the City to gradually adjust rates to account for the cost of the project. The City is currently paying this rate under protest while seeking confirmation that the City is obligated to pay into the cost of the project.

The Sanitation Division is scheduled to replace one residential side loader and one commercial rear loader. The residential unit being replaced is a model year 2018 and has 14,510hrs (Unit #911) of operation. The commercial unit is a 2017 model year with 10,814hrs (Unit #918) of operation. The residential unit is expected to cost \$456,850.00. In 2017, the City paid \$270,000 for this unit. The commercial unit is expected to cost \$389,740.00. In 2016, the City paid \$207,224.00 for the commercial unit. The cost of these units has increased significantly in the last decade.

**Alternatives:** The City Commission could choose to not set the public hearing and thereby deny Resolution 10573. Doing so will result in reduced funds available to maintain the equipment and staffing necessary to operate the sanitation service efficiently and effectively, make it impossible to meet landfill obligations, and negatively impact overall operations.

**Attachments/Exhibits:**

Resolution 10573

Resolution 10573, Appendix A - Current versus Proposed Rates

Public Notice for Publication

Rate Review Calendar

**RESOLUTION 10573**  
**A RESOLUTION ESTABLISHING RESIDENTIAL AND COMMERCIAL**  
**SANITATION SERVICE COLLECTION RATES EFFECTIVE JUNE 1, 2025**

**WHEREAS**, an annual review is performed of the cost of service for the collection and disposal of solid waste from customers of the City of Great Falls, in accordance with Title 8, Chapter 8, of the Official Code of the City of Great Falls; and

**WHEREAS**, pursuant to Title 8, Chapter 8, of the Official Code of the City of Great Falls, the City of Great Falls is authorized to regulate the City's sanitation services and to establish all rates, fees and charges; and

**WHEREAS**, the rate and fee schedules are prepared to generate sufficient revenue to pay all costs of the operation and maintenance of existing and proposed services and equipment for providing sanitation services to inhabitants of the City of Great Falls; and

**WHEREAS**, it is essential to the public health, welfare and safety of the inhabitants of the City of Great Falls to provide an adequate sanitation program and to provide sufficient funding to meet the cost of operation and maintenance; and

**WHEREAS**, notice having been provided as required by law, the City Commission of the City of Great Falls, conducted a public hearing on Tuesday, May 6, 2025, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider the cost of operation, maintenance, equipment, facilities and capital improvements for the solid waste collection and disposal system.

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

Basic monthly Sanitation Service Collection Rates are hereby established as set forth in Appendix A, attached hereto and made a part hereof.

Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Republic Services. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 6<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Cory Reeves, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

---

David Dennis, City Attorney

**RESOLUTION 10573, APPENDIX A**  
**RESIDENTIAL AND COMMERCIAL SANITATION COLLECTION RATES**  
**CURRENT VS PROPOSED RATES**  
**EFFECTIVE JUNE 1, 2025 & 2026**

<b><u>RESIDENTIAL 8% Rate Increase</u></b>	<b><u>CURRENT</u></b>	<b><u>June 2025</u></b>	<b><u>June 2026</u></b>
per month			
Single Family Residential (SFR)	\$17.33	\$18.71	\$20.20
Duplex (SFR rate per unit)	\$34.66	\$37.43	\$40.40
Triplex (SFR rate per unit)	\$51.99	\$56.15	\$60.60
Additional 96 Gallon	\$9.82	\$10.60	\$11.45
Senior Citizen (Grandfathered rate increase)	\$12.13	\$14.20	N/A
LMI (10% discount off of single family rate)*	N/A	\$16.84	\$18.18
Multi-family (10 units or more)	N/A	\$16.84	\$18.18
<b>Extra Pickup</b>			
96 Gallon	\$20.00	\$22.00	\$24.00
300 Gallon	\$30.00	\$32.00	\$34.00
plus extra's - per minute	\$10.00	\$11.00	\$12.00
<i>Charges for other commercial pick-up frequencies per week shall be the rate times the number of pick-ups per week. Large accumulation of material placed for collection may be charged to the customer @ \$11.00 per minute if it takes longer than 2 minutes to load the material.</i>			
<b>Special Pickup</b>			
Large appliances	\$23.00	\$25.00	\$27.00
Large appliances-with Freon	\$70.00	\$77.00	\$85.00
<b>Special Services - Dumpster Cleaning</b>			
Residential Dumpster	\$20.00	\$22.00	\$24.00
Commercial Dumpster	\$60.00	\$65.00	\$70.00
Compactors/Receiver Box	\$120.00	\$130.00	\$140.00
<b><u>COMMERCIAL 10% Rate Increase</u></b>	<b><u>CURRENT</u></b>	<b><u>June 2025</u></b>	<b><u>June 2026</u></b>
per month			
96 Gallon	\$29.00	\$32.00	\$35.00
300 Gallon Commercial	\$35.00	\$38.50	\$42.00
1.5 yard	\$49.00	\$54.00	\$59.00
2 yard	\$59.00	\$65.00	\$71.00
3 yard	\$84.00	\$92.00	\$101.00
4 yard	\$112.00	\$123.00	\$135.00
6 yard	\$167.00	\$183.00	\$201.00
8 yard	\$221.00	\$243.00	\$267.00
Card Board Recycling	\$25.00	\$28.00	\$31.00
Vacant business **once a month pick-up	\$7.00	\$7.00	\$7.00
<b><u>DROP BOX</u></b>			
per pick-up			
3 yard construction dumpster (plus rental fees)	\$67.00	\$74.00	\$81.00
6 yard construction dumpster (plus rental fees)	\$150.00	\$165.00	\$182.00
8 yard construction dumpster (plus rental fees)	\$180.00	\$198.00	\$218.00
10 yard concrete dumpster (plus rental & disposal)	\$213.00	\$234.00	\$257.00
20 yard construction dumpster (plus rental fees)	\$380.00	\$418.00	\$460.00
30 yard construction dumpster (plus rental fees)	\$427.00	\$470.00	\$517.00
40 yard construction dumpster (plus rental fees)	\$470.00	\$517.00	\$569.00
30 yard compacted (plus disposal charge)	\$270.00	\$297.00	\$327.00
40 yard compacted (plus disposal charge)	\$270.00	\$297.00	\$327.00
Flat Rate Surcharge (over weight containers)	\$133.00	\$146.00	\$160.00
Dry Run Fee	\$63.00	\$70.00	\$77.00
<b>Per Day Rental Fees</b>	\$2.00	\$2.00	\$2.00

*Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Republic Services. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.*

**Additional Fees**

Delinquent Penalty 1.5% after 30 days.

\*LMI is low-moderate income and is based on LIEAP qualification

Attention Legal Ads:

## NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10573 titled “A Resolution Establishing Residential and Commercial Sanitation Service Collection Rates Effective June 1, 2025” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, May 6, 2025, at 7:00 o’clock p.m. Any interested person may speak for or against said Resolution 10573 at the public hearing, or submit written comments to the City Clerk, City of Great Falls, P.O. Box 5021, Great Falls, MT 59403, or by email to [commission@greatfallsmt.net](mailto:commission@greatfallsmt.net) before 12:00 PM on Tuesday, May 6, 2025. Written communication received by that time will be shared with the City Commission and appropriate staff for consideration during the agenda item and before final vote on the matter.

Documents pertaining to this agenda item are posted on the City’s website at <https://greatfallsmt.net> under “Meetings,” and are on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 204, or contact us at (406) 455-8451.

/s/ Lisa Kunz  
City Clerk

---

DO NOT PUBLISH BELOW THIS LINE:

Publication date:     April 20, 2025  
                              April 27, 2025



## 2025 UTILITY RATE REVIEW CALENDAR

MARCH						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

APRIL						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DATE	TASK	RESPONSIBILITY
3/3/2025	STAFF DISCUSSION RE: SANITATION RATE REVIEW	Finance / Public Works
3/10/2025	STAFF DISCUSSION RE: UTILITY RATE REVIEW FOR WATER, SEWER, AND STORM DRAIN	Finance / Public Works
3/13/2025	STAFF PRESENTATION TO CITY MANAGER City Manager's Office	City Manager Finance / Public Works
4/1/2025	PRESENTATION OF RATE ANALYSIS FOR WATER, SEWER, STORM DRAIN, AND SANITATION City Commission Work Session	Finance / Public Works Commission
4/1/2025	SET PUBLIC HEARINGS City Commission Meeting	Finance / Public Works Commission
4/2/2025	WEEK 1 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/9/2025	WEEK 2 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/13/2025	1st PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
4/16/2025	WEEK 3 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/20/2025	1st PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	
4/20/2025	2nd PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
4/23/2025	WEEK 4 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/27/2025	3rd PUBLICATION OF NOTICE IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
4/27/2025	2nd PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	
5/6/2025	PUBLIC HEARINGS/FINAL ACTION City Commission Meeting	Finance / Public Works Commission
6/1/2025	EFFECTIVE DATE FOR RATE INCREASES FOR SANITATION, WATER, SEWER, AND STORM DRAIN	Finance



Commission Meeting Date: April 1, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Set Public Hearing on Resolution 10574 Establishing Residential and Commercial Water, Sewer and Storm Drain Utility Service Rates Effective June 1, 2025

**From:** Melissa Kinzler, Finance Department Director

**Initiated By:** Public Works and Finance Department

**Presented By:** Christoff T. Gaub, Public Works Director and Melissa Kinzler, Finance Director

**Action Requested:** Set Public Hearing

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for May 6, 2025, on Resolution 10574 to establish residential and commercial water, sewer, and storm drain utility service rates effective June 1, 2025.”

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

**Summary:** Each year, Public Works and Finance staff review and analyze the financing requirements of the water, sewer, and storm drain funds. The City contracted with Advanced Engineering and Environmental Services, Inc. (AE2S) for a water and sewer utility rate study in 2018 based on a comprehensive review of the City’s water and sewer funds and budgets, Water Master Plan, Wastewater Facilities Plan, customer classes, current usage data and future planned growth of the City. Due to COVID, the City chose not to adjust rates for three years. Staff continues to evaluate rates based on the factors identified in the study. The last rate increase was effective on June 1, 2024.

**Background:** Adjustments in utility rates are necessary to provide adequate revenue to support operations, finance the capital improvements program, meet debt service coverage requirements, and to maintain appropriate reserves. The rate projections to meet future revenue requirements and gradually address cost of service for the various user classes have changed the way in which the proposed rates are being presented. Staff is recommending a 10% increase for water, a 10% increase for sewer, and a 10% increase for storm drain.

For Residential customers, an average monthly Residential utility bill would increase \$6.04 or 10%. This breaks down to an average water charge increase of \$2.32 or 10%, from \$23.20 to \$25.52 per month. An average sewer charge increase of \$2.89 or 10%, from \$28.91 to \$31.80 per month. An average storm drain charge increase of \$.83 or 10%, from \$8.34 to \$9.17 per month.

For Commercial customers, an average monthly Commercial utility bill would increase \$17.67 or 10%. This breaks down to an average water charge increase of \$7.26 or 10%, from \$72.69 to \$79.95 per month. An average sewer charge increase of \$9.22 or 10%, from \$92.22 to \$101.44 per month. An average storm drain charge increase of \$1.19 or 10%, from \$11.96 to \$13.15 per month.

The rate increase for water is due to approximately \$61.4M in capital improvements needed over the next five fiscal years. The significant projects include Ongoing Water Main Replacements for \$19.8M and Water Treatment Plant (WTP) upgrades for \$24.6M. The WTP projects currently underway include the Corrosion Control implementation followed up by the Head House floor repairs, on site chlorine generation, high and low service pump station upgrade, settling basin improvements, and filter media replacement and filter upgrades. The cost of completing projects may increase substantially due to inflation and other market factors.

At the WTP, over the next 10 years, operating expenses are projected to grow from \$6.2M to \$9.8M. The projected cost escalation for key operational expenses is due to maintenance for aging infrastructure, labor costs, chemicals, general inflation, utilities and other market factors.

The rate increase for sewer is due to approximately \$166M in capital improvements needed over the next five fiscal years. The significant projects include Ongoing Sewer Rehabilitation Phases 23-32 for \$9M, Waste Water Treatment Plant (WWTP) Projects and Improvements totaling \$141M, and Lift Station Rehabilitation totaling \$13M. The WWTP Biological Nutrient Removal (BNR) upgrades may total up to \$100M depending on the outcome of potential new regulatory requirements.

The City of Great Falls has an operation and maintenance contract with Veolia Water North America Operating Services, LLC for the operations and maintenance of the WWTP. Over the next 10 years, operating expenses are projected to grow at the WWTP from \$5.9M to \$8.6M due to increases in operational expenses including chemical prices, labor, and general inflation. In addition, the Consumer Price Index (CPI), which sets the operation and maintenance contract gross increase, is currently at 3.2%. The current Incentive Target Price (ITP) is \$306,297.00 per month and the 3.2% CPI increase will add \$9,801.50 per month for a total of \$316,098.50 per month or \$3,793,182.00 for the year.

The rate increase for storm drain is due to maintaining the current system with cleaning and lining current trouble areas. Furthermore, approximately \$29M in capital improvements are needed over the next five fiscal years to improve the overall functionality of our storm system, thus increasing our resiliency and redundancy. The significant projects include South Great Falls Storm Drainage Improvement projects for \$8.9M, and Central Avenue and 3<sup>rd</sup> Street South Drainage Improvement projects Phase 2-4 for \$9.2M.

**Fiscal Impact:** The last rate increase for water, sewer, and storm drain was June 1, 2024. The City continues to evaluate rates while recovering from the confluence of no rate increases during COVID while inflationary pressures continue.

Comparisons of current versus proposed charges, rate and fee structures are attached. With the proposed rates effective June 1, 2025, the average monthly Residential utility bill would increase \$6.04 or 10%. The average monthly Commercial utility bill would increase \$17.67 or 10%.

**Alternatives:** The City Commission could choose to not set the public hearing and thereby deny Resolution 10574. This would require the City to continue with current utility rates, putting the utility systems at both short and long term risk with respect to infrastructure health, customer service, and regulatory compliance.

**Attachments/Exhibits:**

Resolution 10574

Public Notice

Resolution 10574, Appendix A - Current Rates vs. Proposed Rates

2025 Utility Rate Review Calendar

2024-2025 City Comparisons

**RESOLUTION NO. 10574****A RESOLUTION ESTABLISHING RESIDENTIAL AND COMMERCIAL  
WATER, SEWER, AND STORM DRAIN UTILITY SERVICE RATES  
EFFECTIVE JUNE 1, 2025**

**WHEREAS**, an annual review is performed of the water and wastewater cost of service for the municipal water and wastewater utilities, and rate and fee schedules prepared to generate sufficient revenue to pay all costs for the operation and maintenance, administration, and routine functions of the existing and such future facilities as may be established within the service area;

**WHEREAS**, the cost of service review indicates a need for extension, repair, improvement, and continued operation and maintenance of existing and proposed water and wastewater system facilities for the providing of water and wastewater services to the inhabitants of the City of Great Falls; and

**WHEREAS**, pursuant to Title 13 of the Official Code of the City of Great Falls, the City of Great Falls is authorized to regulate the City's municipal water and wastewater utility and to establish all rates, fees and charges for use of the utility systems or for permits, licenses, connections or inspections; and

**WHEREAS**, it is essential to the public health, welfare and safety of the inhabitants of the City of Great Falls to provide an adequate public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same; and

**WHEREAS**, notice having been provided as required by law, the City Commission of the City of Great Falls conducted a public hearing on Tuesday, May 6, 2025, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider the cost of operation, equipment, facilities, debt service, and capital improvements for the Water, Sewer, and Storm Drain Utility systems.

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

Water, Sewer, and Storm Drain Utility Service Rates are hereby established as set forth in Appendix A, attached hereto and made a part hereof.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 6<sup>th</sup> day of May, 2025.

---

Cory Reeves, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

---

David Dennis, City Attorney

**PUBLIC NOTICE  
PUBLIC HEARING ON RESOLUTION 10574  
TO ESTABLISH WATER, SEWER, AND STORM DRAIN  
RESIDENTIAL AND COMMERCIAL UTILITY SERVICE RATES**

The City of Great Falls is proposing to raise residential and commercial water, sewer and storm drain utility service rates, effective June 1, 2025. The increases are necessary to provide adequate revenue to finance the capital improvements program, to meet debt service coverage requirements and to maintain appropriate reserves.

**Typical Residential Customers**

Residential customers with a lot size of 7,500 square feet and a 3/4 " meter who use 600 cubic feet of water per month and have a winter quarter average of 600 cubic feet per month to calculate their sewer rate would see rate increases as follows:

- A water bill would increase \$2.32 or 10%, from \$23.20 to \$25.52 per month;
- A sewer bill would increase \$2.89 or 10%, from \$28.91 to \$31.80 per month; and
- A storm drain bill would increase \$.83 or 10%, from \$8.34 to \$9.17 per month.

The average monthly Residential utility bill would increase \$6.04 or 10%.

**Typical Commercial Customers**

Commercial customers with a lot size of 7,500 square feet with a 1" meter and consumption of 2,400 cubic feet of water and sewer per month would see rate increases as follows:

- A water bill would increase \$7.26 or 10%, from \$72.69 to \$79.95 per month;
- A sewer bill would increase \$9.22 or 10%, from \$92.22 to \$101.44 per month; and
- A storm drain bill would increase \$1.19 or 10%, from \$11.96 to \$13.15 per month.

The average monthly Commercial utility bill would increase \$17.67 or 10%.

**Public Hearing**

The public hearing will be held on Tuesday, May 6, 2025, at 7:00 p.m. in the Civic Center Commission Chambers, 2 Park Drive S. Documents pertaining to this agenda item are posted on the City's website at <https://greatfallsmt.net> under "Meetings," and are on file for public inspection during regular office hours at the City Clerk's Office, 2 Park Drive South, Room 204, or contact us at (406) 455-8451. Comments can be mailed to City of Great Falls, City Clerk, PO Box 5021, Great Falls, MT 59403-5021.

For further information, contact a City of Great Falls Utility Billing Clerk at (406) 727-7660 or Room 104 of the Civic Center, 8:00 am to 5:00 pm.

# CITY OF GREAT FALLS, MONTANA

## Resolution 10574, Appendix A

### Current Rates vs. Proposed Rates

Page 1 of 5

#### Residential Water

Water charges include a service charge based on meter size and a consumption charge and is billed monthly.

Meter Size		3/4"	1"	1.5"	2"	3"	4"	6"	8"	10"	12"
2024	Regular Residential	9.85	11.68	18.48	25.34	79.75	109.35	187.60	274.18	387.68	572.10
2025	Regular Residential	10.84	12.85	20.33	27.87	87.73	120.29	206.36	301.60	426.45	629.31

2024	Low Income Residential	8.87	10.50	16.62	22.78	71.75	98.44	168.85	246.75	348.94	514.89
2025	Low Income Residential	9.76	11.55	18.28	25.06	78.93	108.28	185.74	271.43	383.83	566.38

Consumption Rate Per 100 cf	1st	Over
	600 cf	600 cf

2024	Regular Residential	2.23	3.73
2025	Regular Residential	2.45	4.10

2024	Low Income Residential	2.01	3.36
2025	Low Income Residential	2.21	3.70

#### Residential Fire Hydrant

The fire hydrant fee is based on the size of the water meter and is billed monthly.

Meter Size		3/4"	1"	1.5"	2"	3"	4"	6"
2024	Monthly	3.42	4.72	10.83	16.81	47.45	70.87	147.40
2025	Monthly	3.76	5.19	11.91	18.49	52.20	77.96	162.14

#### Residential Sewer

Sewer charges include a service charge (not based on meter size) and a consumption charge (based on winter water usage from December - March) and is billed monthly.

Service Charge
----------------

2024	Regular Residential	10.91
2025	Regular Residential	12.00

2024	Low Income Residential	9.80
2025	Low Income Residential	10.78

Consumption Rate Per 100 cf	1st	Over
	600 cf	600 cf

2024	Regular Residential	3.00	3.00
2025	Regular Residential	3.30	3.30

2024	Low Income Residential	2.70	2.70
2025	Low Income Residential	2.97	2.97

**CITY OF GREAT FALLS, MONTANA**  
**Resolution 10574, Appendix A**  
**Current Rates vs. Proposed Rates**  
Page 2 of 5

### Commercial Water

Water charges include a service charge based on meter size and a consumption charge and is billed monthly.

Meter Size		3/4"	1"	1.5"	2"	3"	4"	6"	8"	10"	12"
2024	Regular Commercial	9.85	11.68	18.48	25.34	79.75	109.35	187.60	274.18	387.68	572.10
2025	Regular Commercial	10.84	12.85	20.33	27.87	87.73	120.29	206.36	301.60	426.45	629.31

Consumption Rate Per 100 cf		1st 600 cf	Over 600 cf								
2024	Regular Commercial	2.54	2.54								
2025	Regular Commercial	2.80	2.80								
2024	Black Eagle	2.58	2.58								
2025	Black Eagle	2.84	2.84								
2024	Malmstrom AFB	2.93	2.93								
2025	Malmstrom AFB	3.22	3.22								
2024	Raw Water	0.44	0.44								
2025	Raw Water	0.48	0.48								

2 - 8" meters @ 274.18
2 - 8" meters @ 301.60

1 - 8" plus 1 - 10" meter	274.18	plus	387.68
1 - 8" plus 1 - 10" meter	301.60	plus	426.45

### Commercial Fire Hydrant

The fire hydrant fee is based on the size of the water meter and is billed monthly.

Meter Size		3/4"	1"	1.5"	2"	3"	4"	6"
2024	Monthly	3.42	4.72	10.83	16.81	47.45	70.87	147.40
2025	Monthly	3.76	5.19	11.91	18.49	52.20	77.96	162.14

### Commercial Fire Line

Meter Size		3/4"	1"	1.5"	2"	3"	4"	6"	8"	10"	12"	16"
2024	Monthly	na	na	na	2.28	5.54	9.63	27.98	59.58	na	172.90	368.45
2025	Monthly	na	na	na	2.50	6.09	10.59	30.78	65.54	na	190.19	405.30

### Commercial Sewer

Sewer charges include a service charge (not based on meter size) and a consumption charge and is billed monthly.

		Service Charge			Service Charge
2024	Regular Commercial, Black Eagle, Malmstrom AFB	10.91	2024	MaltEurop	9.91
2025	Regular Commercial, Black Eagle, Malmstrom AFB	12.00	2025	MaltEurop	10.90

Consumption Rate Per 100 cf		1st 600 cf	Over 600 cf			Consumption Rate Per 100 cf	1st 600 cf	Over 600 cf
2024	Regular Commercial	3.39	3.39	2024	MaltEurop	2.36	2.36	
2025	Regular Commercial	3.73	3.73	2025	MaltEurop	2.60	2.60	
2024	Black Eagle	3.52	3.52					
2025	Black Eagle	3.87	3.87					
2024	Malmstrom AFB	3.01	3.01					
2025	Malmstrom AFB	3.31	3.31					

**CITY OF GREAT FALLS, MONTANA**  
**Resolution 10574, Appendix A**  
**Current Rates vs. Proposed Rates**  
 Page 3 of 5

**PRE-TREATMENT SEWER CHARGES**

	Quantity Charges CCF / Mo.	Service Charge Not Meter Based
<b>2024</b> Regular Charges	1.72	10.91
<b>2025</b> Regular Charges	1.89	12.00
<b>2024</b> BOD > 0 mg/L	per pound	0.410
<b>2025</b> BOD > 0 mg/L	per pound	0.451
<b>2024</b> TSS > 0 mg/L	per pound	0.605
<b>2025</b> TSS > 0 mg/L	per pound	0.666

**SEWER EXTRA STRENGTH CHARGES**

**BOD > 200 mg/L**

<b>2024</b> Regular Commercial	per pound	0.410
<b>2025</b> Regular Commercial inc Malmstrom AFB, Black Eagle, & MaltEurop	per pound	0.451

**TSS > 250 mg/L**

<b>2024</b> Regular Commercial	per pound	0.605
<b>2025</b> Regular Commercial inc Malmstrom AFB, Black Eagle, & MaltEurop	per pound	0.666

**WASTEWATER TREATMENT PLANT (WWTP)**

**Industrial Discharge Permit Application Fees**

(Based upon Wastewater Discharge Quantity)

Gallons per Day (GPD)

	0 to 10,000	10,001 to 25,000	25,001 to 100,000	Over 100,000	+PLUS	per 100,000 GPD, or portion thereof
<b>2024</b>	\$165	\$266	\$340	\$340	\$100	
<b>2025</b>	\$181	\$293	\$374	\$374	\$110	

**Hauled Waste Disposal Fees**

0 to 100 Gallons

<b>2024</b>	No Charge	Disposal of wastes from holding tanks of privately owned recreational vehicles must be discharged directly from the recreational vehicle and must not exceed 100 gallons.
<b>2025</b>	No Charge	Disposal of wastes from holding tanks of privately owned recreational vehicles must be discharged directly from the recreational vehicle and must not exceed 100 gallons.
<b>2024</b>	\$54.15	Per 1,000 gallons, or portion thereof, for hauled waste. A minimum charge for 1000 gallons will be levied for each load delivered.
<b>2025</b>		Per 1,000 gallons, or portion thereof, for hauled waste. A minimum charge for 1000 gallons will be levied for each load delivered.

**Additional Fees**

Additional fees may be charged for necessary testing prior to acceptance of wastes classified as non-domestic or industrial in nature.

Returned Payment Fee \$30 (includes returned checks and returned electronic payments).

Delinquent Penalty 1.5% after 30 days.

**CITY OF GREAT FALLS, MONTANA**  
**Resolution 10574, Appendix A**  
**Current Rates vs. Proposed Rates**

Page 4 of 5

## CONNECTION FEES

### WATER

		Water Service Line Size (inches)							
		3/4"	1"	1.5"	2"	4"	6"	8"	12"
2024		\$689	\$765	\$930	\$1,007	\$1,943	\$3,011	\$5,034	\$10,091
2025		\$758	\$842	\$1,023	\$1,107	\$2,137	\$3,312	\$5,537	\$11,100

Fee shall be ADDED TO: General Plumbing Permit for extension to new buildings; or, Inspection Permits for larger diameter pipe.

### SEWER

Single Family Residential

2024	\$333
2025	\$366

Commercial & Multi Family Units

		Water Service Line Size (inches)							
		3/4"	1"	1.5"	2"	4"	6"	8"	12"
2024		\$333	\$622	\$1,221	\$2,561	\$8,795	\$12,710	\$19,497	\$37,511
2025		\$366	\$684	\$1,343	\$2,817	\$9,675	\$13,981	\$21,447	\$41,262

Connection Fees are for connection of service line to WATER AND SEWER mains, and do not include installation or general plumbing permits. There is no fee to connect to the STORM SEWER SYSTEM.

Call City of Great Falls Community Development for more information @ 406-453-8430

Inspections and the associated fees are for the inspection and approval of all water and sewer service work and connections under OCCGF, Title 13. Call City of Great Falls Engineering for more information @ 406-771-1258

Where one meter serves one multi-purpose development, either mobile home, multiple family housing units, local business, commercial, industrial, residential use zones or variance, the connection charge will be based upon the size of the water tap. If there is no water tap, the charge will be based upon the the sewage being discharged on the same ratio as for other sewer connections.

## TAPPING FEES (Water)

Fee for any new or replacement tap being made on a water main.

		Water Service Line Size (inches)							
		3/4"	1"	1.5"	2"	4"	6"	8"	12"
Fee per Tap:	2024	\$788	\$891	\$1,449	\$2,001	\$696	\$726	\$756	\$814
1 to 5 taps	2025	\$867	\$980	\$1,594	\$2,201	\$766	\$799	\$832	\$896
Fee per Tap:	2024	\$690	\$805	\$1,449	\$2,001				
6 or more taps	2025	\$759	\$886	\$1,594	\$2,201				

INCLUDED in this fee is installation of a corporation stop on the main, and furnishing of corporation stop, curb stop and box. NOT INCLUDED, and to be BILLED EXTRA, is the cost of saddles, clamps and other extraneous fitting required for the tap.

## WATER TREATMENT PLANT (WTP)

### Laboratory Fees (no change)

	Akalinity	pH	Total Coliform & E. coli P/A	Turbidity	HPC	Chlorine, Free Residual	Chlorine, Total Residual	TOC Test	TC	DOC	Trip Fee (contractors that schedule testing and aren't ready when lab techs show up to sample)
2024	\$24.20	\$13.20	\$26.40	\$15.40	\$49.50	\$13.75	\$15.40	\$33.00	N/A	N/A	\$27.50
2025	\$30.00	\$15.00	\$30.00	\$20.00	\$60.00	\$35.00	\$35.00	\$50.00	\$50.00	\$55.00	\$100.00

## TURN ON/OFF

First Offense:	2024	\$75	After Hours, First Offense:	2024	\$100
	2025	\$75		2025	\$100
Reoccurrence for Non-Pay:	2024	\$150	After Hours, Reoccurrence for Non-Pay:	2024	\$200
	2025	\$150		2025	\$200

2024 - Shut off fees for disconnection will be charged if the account is not paid in full by 5 pm on the day prior to shut off, regardless of whether or not the services are disconnected.

2025 - Shut off fees for disconnection will be charged if the account is not paid in full by 4 pm on the day prior to shut off, regardless of whether or not the services are disconnected.

**CITY OF GREAT FALLS, MONTANA**  
**Resolution 10574, Appendix A**  
**Current Rates vs. Proposed Rates**  
 Page 5 of 5

**Storm Drain**

Storm Drain charges include a base charge and a per square foot charge determined by land use designation.

		<b>Service Charge</b>		
2024		2.5667351898		
2025		2.8234087088		
<b>A</b>	<b>Single Family Residential</b>		<b>Sq Ft Cap</b>	<b>15,000</b>
2024	Per Sq Ft	0.0007700206		
2025	Per Sq Ft	0.0008470226		
<b>B</b>	<b>Multiple Residential</b>		<b>Sq Ft Cap</b>	<b>0</b>
2024	Per Sq Ft	0.0009625257		
2025	Per Sq Ft	0.0010587783		
<b>C</b>	<b>Commercial</b>		<b>Sq Ft Cap</b>	<b>0</b>
2024	Per Sq Ft	0.0012512835		
2025	Per Sq Ft	0.0013764119		
<b>D</b>	<b>Heavy Commercial</b>		<b>Sq Ft Cap</b>	<b>0</b>
2024	Per Sq Ft	0.0017325463		
2025	Per Sq Ft	0.0019058009		
<b>E</b>	<b>Unimproved Areas</b>		<b>Sq Ft Cap</b>	<b>10,000</b>
2024	Per Sq Ft	0.0001925051		
2025	Per Sq Ft	0.0002117557		



## 2025 UTILITY RATE REVIEW CALENDAR

MARCH						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

APRIL						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DATE	TASK	RESPONSIBILITY
3/3/2025	STAFF DISCUSSION RE: SANITATION RATE REVIEW	Finance / Public Works
3/10/2025	STAFF DISCUSSION RE: UTILITY RATE REVIEW FOR WATER, SEWER, AND STORM DRAIN	Finance / Public Works
3/13/2025	STAFF PRESENTATION TO CITY MANAGER City Manager's Office	City Manager Finance / Public Works
4/1/2025	PRESENTATION OF RATE ANALYSIS FOR WATER, SEWER, STORM DRAIN, AND SANITATION City Commission Work Session	Finance / Public Works Commission
4/1/2025	SET PUBLIC HEARINGS City Commission Meeting	Finance / Public Works Commission
4/2/2025	WEEK 1 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/9/2025	WEEK 2 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/13/2025	1st PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
4/16/2025	WEEK 3 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/20/2025	1st PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	
4/20/2025	2nd PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
4/23/2025	WEEK 4 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/27/2025	3rd PUBLICATION OF NOTICE IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
4/27/2025	2nd PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	
5/6/2025	PUBLIC HEARINGS/FINAL ACTION City Commission Meeting	Finance / Public Works Commission
6/1/2025	EFFECTIVE DATE FOR RATE INCREASES FOR SANITATION, WATER, SEWER, AND STORM DRAIN	Finance

**2024 - 2025 CITY COMPARISON  
RESIDENTIAL**  
Monthly water and sewer charges based on:  
3/4" meter, 600 cf water, 600 cf sewer

City	2024 Water rate	2024 Sewer rate	Total
Missoula	\$39.35	\$19.57	\$58.92
Kalispell	\$32.07	\$53.89	\$85.96
Bozeman	\$39.63	\$43.95	\$83.58
Butte	\$82.17	\$28.50	\$110.67
Helena	\$29.60	\$30.94	\$60.54

City	2025 Water rate	2025 Sewer rate	Total	Notes
Missoula, eff 1/1/25	\$42.09	\$21.32	\$63.41	<u>Residential Water</u> = Base fee \$28.11 + \$2.33/100 cf (Base fee increased from \$26.27 to \$28.11 and the consumption charge increased from \$2.18/100 cf to \$2.33/100 cf) <u>Residential Sewer</u> = Base Fee \$19.76 for Single Family Residential + \$.26/100 cf (Base fee increased from \$18.13 to \$19.76 and the consumption charge increased from \$.24/100 cf to \$.26/100 cf)
Kalispell, eff 7/1/24	\$35.84	\$58.96	\$94.80	<u>Residential Water</u> = Base fee \$14.54 + \$4.32/1000 gal + \$1.92 3/4" meter fee (Base fee increased from \$12.64 to \$14.54, the consumption charge increased from \$3.76/1000 gal to \$4.32/1000 gal, and the monthly 3/4" meter fee increased from \$1.67 to \$1.92) <u>Residential Sewer</u> = Base fee \$15.80 + \$8.95/1000 gal + \$3.00 meter fee (Base fee increased from \$15.21 to \$15.80, the consumption charge increased from \$8.62/1000 gal to \$8.95/1000 gal, and a new meter rate of \$3.00 has been established) The consumption charge in gal has been converted to cf for comparison.
Bozeman, eff 9/15/24	\$44.36	\$46.59	\$90.95	<u>Residential Water</u> = Base fee \$20.28 + SFR fee \$6.02 + \$3.01/100 cf (Base fee increased from \$18.11 to \$20.28, the single family charge increased from \$5.38/month to \$6.02/month, and the consumption charge increased from \$2.69/100 cf to \$3.01/100 cf) <u>Residential Sewer</u> = Base fee \$23.25 + \$3.89/100 cf (Base fee increased from \$21.93 to \$23.25 and the consumption charge increased from \$3.67/100 cf to \$3.89/100 cf)
Butte, eff 10/1/18	\$82.17	\$29.35	\$111.52	<u>Residential Water</u> = Base fee \$46.43 + (\$6.494/100 cf x 5) + (\$3.274/100 cf x 1) (Base fee is still \$46.43 plus tiered consumption of \$6.494/100 cf for the first 500 cf and \$3.274/100 cf for the next 500 cf) <u>Residential Sewer</u> is based on a yearly fee that increased from \$342/yr or \$28.50/mo to \$352.26/yr or \$29.35/mo and is charged as a property tax.
Helena, eff 11/1/23	\$29.60	\$30.94	\$60.54	Helena water and sewer rates have not changed. <u>Residential Water</u> = Base fee \$9.26 + \$3.39/100 cf (Base fee is still \$9.26 and the consumption charge is still \$3.39/100 cf) <u>Residential Sewer</u> = Base fee \$10.12 + \$3.47/100 cf (Base fee is still \$10.12 and the consumption charge is still \$3.47/100 cf)

Billings, eff 7/1/23	\$28.12	\$31.68	\$59.80
Great Falls--current	\$23.20	\$28.91	\$52.11

				<p>Billings increased rates eff 7/1/23 but the updated rates were not posted on the website to calculate for the 2024 city comparisons.  <u>Residential Water</u> = Base fee \$8.75 + \$4.87/1000 gal (Base fee increased from \$8.45 to \$8.60 to \$8.75 and the consumption charge increased from \$3.88/1000 gal to \$4.35/1000 gal to \$4.87/1000 gal)  <u>Residential Sewer</u> = Base fee \$7.85 + \$5.75/1000 gal (Base fee increased from \$7.05 to \$7.40 to \$7.85 and the consumption charge increased from \$5.08/1000 gal to \$5.41/1000 gal to \$5.75/1000 gal)  The consumption charge in gal has been converted to cf for comparison. The last comparison reflected consumption charges in cf but the updated rates reflect gallons.</p>
Billings, eff 7/1/24	\$30.60	\$33.65	\$64.25	
Great Falls--proposed	\$25.52	\$31.80	\$57.32	<p>Staff proposes a 10% increase for water rates and a 10% increase for sewer rates. Great Falls remains the least expensive out of the major cities in the state for total residential water and sewer services.</p>

**2024 - 2025 CITY COMPARISON  
COMMERCIAL**  
Monthly water and sewer charges based on:  
1" meter, 2,400 cf water, 2,400 cf sewer

City	2024 Water rate	2024 Sewer rate	Total
Missoula	\$112.16	\$54.71	\$166.87
Kalispell	\$83.58	\$169.95	\$253.53
Bozeman	\$112.43	\$132.16	\$244.59
Butte	\$153.06	\$73.30	\$226.36
Helena	\$113.56	\$122.20	\$235.76

City	2025 Water rate	2025 Sewer rate	Total	Notes
Missoula, eff 1/1/25	\$119.95	\$59.61	\$179.56	<u>Commercial Water</u> = Base fee \$64.03 + \$2.33/100 cf (Base fee increased from \$59.84 to \$64.03 and the consumption charge increased from \$2.18/100 cf to \$2.33/100 cf) <u>Commercial Sewer</u> = Base fee \$7.05 + \$2.19/100 cf (Base fee increased from \$6.47 to \$7.05 and the consumption charge increased from \$2.01/100 cf to \$2.19/100 cf)
Kalispell, eff 7/1/24	\$95.03	\$179.47	\$274.50	<u>Commercial Water</u> = Base fee \$14.54 + \$4.32/1000 gal + \$2.94 1" meter fee (Base fee increased from \$12.64 to \$14.54, the consumption charge increased from \$3.76/1000 gal to \$4.32/1000 gal, and monthly 1" meter fee increased from \$2.56 to \$2.94) <u>Commercial Sewer</u> = Base fee \$15.80 + \$8.95/1000 gal + \$3.00 meter fee (Base fee increased from \$15.21 to \$15.80, the consumption charge increased from \$8.62/1000 gal to \$8.95/1000 gal, and a new meter rate of \$3.00 has been established) The consumption charge in gal has been converted to cf for comparison.
Bozeman, eff 9/15/24	\$107.21	\$139.99	\$247.20	<u>Commercial Water</u> = Base fee \$26.87 + Comm fee \$6.18 + \$3.09/100 cf (Base fee increased from \$23.99 to \$26.87, the commercial charge increased from \$5.52/month to \$6.18/month, and the consumption charge increased from \$2.69/100 cf for the first 600 cf and \$3.71/100 cf for 600-2500 cf to \$3.09/100 cf for all usage. The tiered rate for water lasted 1 year.) <u>Commercial Sewer</u> = Base fee \$23.83 + \$4.84/100 cf (Base fee increased from \$22.48 to \$23.83 and the consumption charge increased from \$4.57/100 cf to \$4.84/100 cf)
Butte, eff 10/1/18	\$153.06	\$75.49	\$228.55	Butte water and sewer rates have not changed. <u>Commercial Water</u> = Base fee \$61.20 + (\$6.494/100 cf x 5) + (\$3.274/100 cf x 5) + (\$3.073/100 cf x 14) (Base fee is still \$61.20 plus tiered consumption of \$6.494/100 cf for the first 500 cf, \$3.274/100 cf for the next 500 cf, and \$3.073/100 cf for the next 4,000 cf. <u>Commercial Sewer</u> is charged on the property tax bill and is based on total water consumption for the year. It increased from .03054008/cf to .03145628/cf. The calculation presented is based on 1 month at 2400 cf.
Helena	\$113.56	\$122.20	\$235.76	Helena water and sewer rates have not changed. <u>Commercial Water</u> = Base fee \$15.40 + \$4.09/100 cf (Base fee is still \$15.40 and the consumption charge is still \$4.09/cf) <u>Commercial Sewer</u> = Base fee \$10.12 + \$4.67/100 cf (Base fee is still \$10.12 and the consumption charge is still \$4.67/100 cf.

Billings, eff 7/1/23	\$75.81	\$106.52	\$182.33
Great Falls--current	\$72.69	\$92.22	\$164.91

				<p>Billings increased rates eff 7/1/23 but the updated rates were not posted on the website to calculate for the 2024 city comparisons.  <u>Commercial Water</u> = Base fee \$9.95 + \$3.97/1000 gal (Base fee increased from \$9.55 to \$9.75 to \$9.95 and the consumption charge increased from \$3.29/1000 gal to \$3.68/1000 gal to \$3.97/1000 gal).  <u>Commercial Sewer</u> = Base fee \$10.00 + \$5.75/1000 gal (Base fee increased from \$9.00 to \$9.40 to \$10.00 and the consumption charge increased from \$5.08/1000 gal to \$5.41/1000 gal to \$5.75/1000 gal)  The consumption charge in gal has been converted to cf for comparison. The last comparison reflected consumption charges in cf but the updated rates reflect gallons.</p>
Billings, eff 7/1/24	\$81.21	\$113.22	\$194.43	
Great Falls--proposed	\$79.95	\$101.44	\$181.39	<p>Staff proposes a 10% increase for water rates and a 10% increase for sewer rates. Missoula is now the least expensive City for commercial water and sewer services by \$1.83 per month over Great Falls. Great Falls is number two. Great Falls water is less expensive than Missoula but the sewer charges are higher than Missoula.</p>



Commission Meeting Date: April 1, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Approve Change Order #1: SLIPA GFPD Secure Front Desk Project, O.F. 1835.0

**From:** Finance Department

**Initiated By:** Finance Department, Police Department

**Presented By:** Sylvia Tarman, Project Manager

**Action Requested:** Approve Change Order

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) a change order in the amount of \$8,500.00 to Guy Tabacco Construction for the SLIPA GFPD Secure Front Desk Project utilizing SLIPA and City funds, and authorize the City Manager to execute the change order documents.”

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

---

**Staff Recommendation:**

Approve Change Order #1 for Guy Tabacco Construction for the SLIPA GFPD Secure Front Desk Project.

**Summary:**

The SLIPA GFPD Secure Front Desk Project includes upgrades to the front desk area in the public lobby of the GFPD building. The project went out for bid in early November 2024, and bids were opened November 20<sup>th</sup>. Construction kicked off on March 17<sup>th</sup>, 2025. This change order includes additional painting in the lobby and office area.

**Background:**

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 GFPD Secure Front Desk Project was approved by the commission as part of the list of other SLIPA projects on March 5th, 2024. Contracts for the individual projects were approved at the September 3rd, 2024 commission meeting. SLIPA funding was approved for \$63,750.00, with a 25% match of \$21,250.00 coming from the GFPD Building Maintenance Fund, for a project total of \$85,000.00. Guy Tobacco submitted the low bid and was awarded the construction contract for the project, for a total of \$67,042.50.

Since the project was originally awarded SLIPA funds for a total of \$85,000.00, PD Staff requested the ability to paint the remainder of the lobby and the interior of the office area to give it a more updated and cohesive look. City staff reached out to the State Grant Administrator with the request, and the state approved the scope change for grant purposes. This change order increases the overall project total to \$75,542.50.

City Staff has reviewed the change order, and recommend that the Commission approve the Change Order.

**Fiscal Impact**

This Change Order will be funded with 75% SLIPA funds, in the amount of \$56,656.88; and 25% from GFPD Building Maintenance Fund, in the amount of \$18,885.62. This will increase the contract total to \$75,542.50.

**Concurrences:**

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

**Attachments/Exhibits:**

Change Order #1

Scope change request for PD Front Desk SLIPA Grant Memo

# Change Order No. 1

Date of Issuance: April 1, 2025

Effective Date: April 1, 2025

Project: GFD Secure Front Desk	Owner: CITY OF GREAT FALLS	Owner's Contract No.: OF 1835.0
Contractor: Guy Tabacco Construction	Date of Contract: January 10, 2025	
Contractor:	Engineer's Project No.:	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Painting of the remainder of the lobby and interior of office area.

Attachments: (List documents supporting change):

**CHANGE IN CONTRACT PRICE:****Original Contract Price:**

\$ 67,042.50

[Increase] [Decrease] from previously approved Change

Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$ 67,042.50

**[Increase]** [Decrease] of this Change Order:

\$ 8,500.00

Contract Price incorporating this Change Order:

\$ 75,542.50

**CHANGE IN CONTRACT TIMES:****Original Contract Times:**☐ Working days ☐ Calendar days

Substantial completion (days or date): May 31, 2025

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:

  
 Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Date:

3/21/25

Date:

Date:

3/21/2025

Approved by Funding Agency (if applicable): \_\_\_\_\_

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

# Change Order

## Instructions

---

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directives must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, an Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



## REQUEST FOR CHANGE ORDER PRICING

To: Sylvia Tarman

From: Bill Stott

RCO-

Project: Great Falls Police Department - Secure Front desk

Date: 3/17/2025

Description Add painting scope.

LABOR/EQUIPMENT Direct costs	QTY	HRS	\$/UNIT	TOTAL
				0
Add painting in work area behind secure desk	1	1	7440	7440
				0
				0
				0
				0
				0
				0
				0
<b>TOTAL DIRECT COSTS:</b>				7440

MISC Additional Labor Costs:				
Supervision:	1		\$ 85.00	\$ -
PM Time:	1		\$ 85.00	\$ -
Truck/toolbox	1		\$ 7.00	\$ -
<b>TOTAL MISC Additional Costs:</b>				0

Materials			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Materials:</b>			\$ -

Overhead and markup	\$ 836.80
Bond (If applicable)	\$ 148.80
State tax (If applicable)	\$ 74.40
<b>MISC. WORK TOTAL:</b>	\$ 8,500.00

---

P. O. Box 5021, 59403-5021

---



March 12, 2025

Ashly Amato  
MT Dept. of Commerce  
Infrastructure Program Specialist

**RE: Great Falls Police Department SLIPA Grant Scope Change Request**

Dear Ms. Amato,

The City of Great Falls Police Department was awarded a SLIPA grant from the State in April 2024. The award was based on scope presented in the grant application, which included replacing the front entrance counter and wall with bullet-resistant paneling and glass. The project was bid out and awarded at a cost of \$67,042.50; while the initial grant award was set at \$85,000. After walking through the construction plans with the contractor and physically seeing the areas the construction would affect, the Police Department staff would like to add painting of the interior of the office and the vestibule surrounding the front counter. This effort is currently estimated to cost approx. \$8,500.00, which still keeps us under the total of the original grant amount. City staff believes this is a good use of the grant funds to complete a more comprehensive scope and make that portion of the building more inviting and functional. Please let me know if you have any questions.

Sincerely,

*Sylvia Tarman*

Sylvia Tarman  
CDBG Administrator/Project Manager  
City of Great Falls, Finance Department

## Sylvia Tarman

---

**From:** Amato, Ashly <AAmato@mt.gov>  
**Sent:** Thursday, March 13, 2025 8:10 AM  
**To:** Sylvia Tarman  
**Cc:** Thomas Hazen; Doug Mahlum; Rachel Darlington  
**Subject:** RE: COGF PD Front Desk SLIPA Request

Great News!!! The adjustment for the scope of work has been approved.

Ashly Amato

Infrastructure Program Specialist

Montana Department of Commerce

T: 406-841-2910  
[commerce.mt.gov](http://commerce.mt.gov)

---

**From:** Amato, Ashly  
**Sent:** Wednesday, March 12, 2025 3:46 PM  
**To:** Sylvia Tarman <starman@greatfallsmtnet.net>  
**Cc:** Thomas Hazen <thazen@greatfallsmtnet.net>; Doug Mahlum <dmahlum@greatfallsmtnet.net>; Rachel Darlington <rdarlington@greatfallsmtnet.net>  
**Subject:** RE: COGF PD Front Desk SLIPA Request

Ok I will discuss it with Becky. With it being the water conference this week I may not hear back until next week. I will try my best.

Ashly Amato

Infrastructure Program Specialist

Montana Department of Commerce

T: 406-841-2910  
[commerce.mt.gov](http://commerce.mt.gov)

---

**From:** Sylvia Tarman <starman@greatfallsmtnet.net>  
**Sent:** Wednesday, March 12, 2025 3:44 PM  
**To:** Amato, Ashly <AAmato@mt.gov>  
**Cc:** Thomas Hazen <thazen@greatfallsmtnet.net>; Doug Mahlum <dmahlum@greatfallsmtnet.net>; Rachel Darlington <rdarlington@greatfallsmtnet.net>  
**Subject:** [EXTERNAL] RE: COGF PD Front Desk SLIPA Request

Thank you for getting back to me. I should've let you know in the first email, that they are hoping to start work next week.

Sylvia Tarman, CDBG Administrator/Project Manager  
 City of Great Falls  
 (406) 455-8474  
[starman@greatfallsmtnet.net](mailto:starman@greatfallsmtnet.net)

---

**From:** Amato, Ashly <[AAmato@mt.gov](mailto:AAmato@mt.gov)>  
**Sent:** Wednesday, March 12, 2025 3:43 PM  
**To:** Sylvia Tarman <[starman@greatfallsmtnet.net](mailto:starman@greatfallsmtnet.net)>  
**Cc:** Thomas Hazen <[thazen@greatfallsmtnet.net](mailto:thazen@greatfallsmtnet.net)>; Doug Mahlum <[dmahlum@greatfallsmtnet.net](mailto:dmahlum@greatfallsmtnet.net)>; Rachel Darlington <[rdarlington@greatfallsmtnet.net](mailto:rdarlington@greatfallsmtnet.net)>  
**Subject:** RE: COGF PD Front Desk SLIPA Request

Thanks for the email I will review this and get confirmation and let you know.

Ashly Amato

Infrastructure Program Specialist

Montana Department of Commerce

T: 406-841-2910  
[commerce.mt.gov/linkprotect.cudasvc.com](http://commerce.mt.gov/linkprotect.cudasvc.com)

---

**From:** Sylvia Tarman <[starman@greatfallsmtnet.net](mailto:starman@greatfallsmtnet.net)>  
**Sent:** Wednesday, March 12, 2025 3:19 PM  
**To:** Amato, Ashly <[AAmato@mt.gov](mailto:AAmato@mt.gov)>  
**Cc:** Thomas Hazen <[thazen@greatfallsmtnet.net](mailto:thazen@greatfallsmtnet.net)>; Doug Mahlum <[dmahlum@greatfallsmtnet.net](mailto:dmahlum@greatfallsmtnet.net)>; Rachel Darlington <[rdarlington@greatfallsmtnet.net](mailto:rdarlington@greatfallsmtnet.net)>  
**Subject:** [EXTERNAL] COGF PD Front Desk SLIPA Request

Ashly,

Please see the attached request we have for our PD Front Counter SLIPA project. Please review and let me know if we are OK to move forward with the additional work. We understand that we are still required to match 25% of whatever the project total ends up being.

PS: I left you a voicemail earlier regarding this item.

Thank you!

Sylvia Tarman, CDBG Administrator/Project Manager  
 City of Great Falls  
 (406) 455-8474  
[starman@greatfallsmtnet.net](mailto:starman@greatfallsmtnet.net)

City of Great Falls e-mails may be subject to Montana's Right To Know law (Article II Sec 9, Montana Constitution) and may be a Public Record (2-6-1002, M.C.A.) and available for public inspection.



Commission Meeting Date: April 1, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Professional Services Agreement: Water Treatment Plant Sedimentation Basin Upgrades, OF 1808.2

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider and Approve a Professional Services Agreement

---

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement with Advanced Engineering and Environmental Services, Inc. in the amount not to exceed \$446,462.00 for engineering services for the Water Treatment Plant Sedimentation Basin Upgrades project, and authorize the City Manager to execute the agreement documents."

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

---

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

**Summary:**

The City proposes to retain Advanced Engineering and Environmental Services, Inc. (AE2S) for professional services to design, facilitate bidding, provide construction administration, and complete as-built drawings and certification documents for this project. The project is scheduled to begin construction in early 2026.

**Background:**

The Water Treatment Plant (WTP) treats surface water from the Missouri River via a conventional flocculation, sedimentation, filtration, and disinfection treatment process. The five settling basins assist with many aspects of water treatment such as the removal of solids, the separation of suspended particles, and the overall improvement of water quality prior to treatment. The current mechanical chain and skid system was built in the 1930s and utilizes a steel system of chains and pulleys to remove the sediment. Due to the age, design of the existing system, volume of failing components, and inability to divert from basins during peak flow, plant staff estimate a major settling basin failure within three years.

The main portion of this improvement project will remove and replace dated mechanical settling components within two existing basins. Currently, the Water Treatment Plant settling basins operate near

or at capacity depending on demand. This leaves minimal options for diversion capability in the event of a mechanical failure within a basin. AE2S will evaluate the ability to install and retrofit the system with a new system that consists of modern stainless steel equipment within two existing basins as well as the up and downstream fitment of the new system. New settling basin equipment offers better reliability, improved solids removal, lower cost of maintenance and operation, and can reduce turbidity of the water entering the filter section. Improved settling of and reduction of turbidity could have long term impacts of reducing maintenance and improving lifecycle costs of downstream plant equipment related to flushing, inspecting, and cleaning solids in post settling equipment.

With current capacity projections, two basins updated to modern settling and sludge removal equipment can manage the same settling capacity as all five existing basins. This would allow staff to keep the other three basins for reserves or future growth capacity or consideration of other alternatives.

#### Workload Impacts:

AE2S will evaluate and design plate settling basin technologies for COGF needs, assist in soliciting of bids for construction, provide construction phase services, and help in post-construction services. City staff involvement is primarily that of the Public Works Engineering Division and will include project oversight and coordination, assistance in design and construction administration, and serving as a point of contact for City correspondence.

#### Project Work Scope:

For a detailed breakdown of the scope, see “Exhibit A” included in the PSA. The scope generally includes:

- Project Management, including instrumentation and control phase
- Final Design, including plans, specifications, cost estimate, DEQ submittal, and review meetings
- Bidding Phase, including pre-bid meeting, preparation of bid tabulations, and engineer’s letter of recommendation
- Construction Phase, including pre-construction meeting, periodic site visits, walk-throughs, punch lists, and preparation of as-built drawings

#### Conclusion:

The project has been selected, prioritized, and executed through a risk matrix due to the discovery of excess wear during routine maintenance. It is estimated that the components in one or multiple basins will fail within three years resulting in extended downtime for repair and potential disruption of plant production. City staff recommends approving the Agreement with AE2S, in the amount of \$446,462.00. The improvements at the WTP will benefit the plant, operators, and the community.

#### **Fiscal Impact:**

The project will utilize available funds budgeted in the Water Enterprise Fund.

#### **Alternatives:**

The City Commission could vote to not award the Agreement and not make improvements to the Settling Basins of the WTP. If the City were to delay the opportunity to make these improvements, it would result in reaching critical capacity, and the risk of emergency repair that is estimated to cost \$1,000,000 per basin with service disruptions during peak season.

#### **Attachments/Exhibits:**

1. Professional Services Agreement
2. Project Summary Sheet
3. Vicinity Map

## **PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

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

**4. Payment:** City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of FOUR HUNDRED FORTY SIX THOUSAND FOUR HUNDRED SIXTY TWO DOLLARS (\$446,462.00) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

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

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

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

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

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

- |    |   |   |
|----|---|---|
| 1. | Commercial General Liability<br>(bodily injury and property damage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations                                   | \$2,000,000   |
| 3. | Automobile Liability  | \$1,000,000 combined single limit                   |

4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per claim \$2,000,000 aggregate

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

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

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

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

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

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

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

**12. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights,

including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

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

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

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

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

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

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

**CITY OF GREAT FALLS, MONTANA**

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

**By:** \_\_\_\_\_  
**Print Name: Gregory T. Doyon**  
**Print Title: City Manager**  
**Date:**

**By:** \_\_\_\_\_  
**Print Name: Brian R. Bergantine, PE**  
**Print Title: Project Quality Director**  
**Date:**

ATTEST:

(Seal of the City)

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED AS TO FORM:

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

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

**EXHIBIT A – SCOPE OF SERVICES**  
**WATER TREATMENT PLANT SEDIMENTATION BASIN UPGRADES**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1808.2**

Revised: March 17, 2025

Submitted by: AE2S

Advanced Engineering and Environmental Services, LLC (AE2S) is providing professional engineering services to the City of Great Falls for the Water Treatment Plant (WTP) Sedimentation Basin Upgrades project.

AE2S has prepared the following scope for the WTP Sedimentation Basin Upgrades. The scope of services is to be provided as an amendment to the prescribed requirements of the Professional Services Agreement and related attachments. Descriptions of the proposed tasks to be completed by AE2S under this amendment are provided below:

**I. FINAL DESIGN PHASE**

- A. Coordinate with City of Great Falls staff regarding existing conditions, design documentation, and project constraints.
- B. Prepare Final Drawings and Specifications for Contractor bidding, including:
  - 1. Prepare plans and specifications for review by the City that reflect the plate settler and solids removal system addition to Sedimentation Basins #2 and #3 and necessary structural, safety, and controls associated improvements identified during evaluation of the basins and required for the operations of the equipment.
  - 2. Prepare updated opinions of total probable construction cost.
  - 3. Schedule, prepare for, and participate in meetings with the City to discuss items pertaining to the final design of the project.
  - 4. Submit documentation to the City of Great Falls for review and approval.
- C. Prepare Bidding Documents.
- D. Conduct review meetings with Owner at 60% and 90% (prior to Agency Review) to review final design and bid documents, make necessary modifications required to gain approval from Owner.
- E. Submit documentation to the Montana Department of Environmental Quality for review and approval, and coordinate revisions to the documentation with the City.

Estimated Fee: \$185,715

**II. BIDDING/NEGOTIATION PHASE**

- A. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and maintain a record of Contractors to whom Bidding Documents have been issued.
- B. Prepare and provide Bidding Documents to bidding Contractors.
- C. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- D. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- E. Prepare for and facilitate the Pre-Bid meeting.
- F. Attend the bid opening, prepare a tabulation of results, and assist Owner in evaluating bids and in assembling and awarding contracts for the Work.

Estimated Fee: \$19,110

**EXHIBIT A – SCOPE OF SERVICES**  
**WATER TREATMENT PLANT SEDIMENTATION BASIN UPGRADES**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1808.2**

Revised: March 17, 2025

Submitted by: AE2S

**III. CONSTRUCTION PHASE**

- A. General Administration of Construction Contract. Consult with Owner and act as Owner's representative as provided herein. The extent and limitations of the duties, responsibilities and authority of Engineer shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.
- B. Selecting Independent Testing Laboratory. Assist Owner in the selection of an independent testing laboratory to perform services, if any, required for the project that cannot be completed under the expertise of Engineer's subconsultant.
- C. Pre-Construction Conference. Administer a Pre-Construction Conference prior to commencement of Work at the Site. Engineer to require subcontractor's list from Contractor at the Pre-Construction conference.
- D. Schedules. Engineer will receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Engineer to submit a submittals binder to Owner before each phase of the project is completed.
- E. Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to complete the Work.
- F. Construction Progress Meetings. Engineer will facilitate construction progress meetings, either weekly or bi-weekly depending on construction activities, with City staff and Contractor to review construction status and current and/or possible issues.
- G. Visits to Site and Observation of Construction. In connection with observations of Contractor's Work while it is in progress:
  1. A Resident Project Representative (RPR) will provide full-time on-site services during equipment and/or materials installation activities completed by the Contractor. Visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Based on information, such as daily construction notes and photograph records, obtained during site visits, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents.
  2. Engineer shall maintain records of and keep Owner informed of the progress of the Work, to include materials quantities, equipment installation, related pay items, project schedule, and as-built construction information.
  3. The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site is to review Contractor's work for accuracy and completeness of installation in accordance with the Contract Documents in order to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the

**EXHIBIT A – SCOPE OF SERVICES**  
**WATER TREATMENT PLANT SEDIMENTATION BASIN UPGRADES**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1808.2**

Revised: March 17, 2025

Submitted by: AE2S

- Construction Phase. In addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer/RPR shall not supervise, direct, or have control over Contractor's Work, nor shall Engineer/RPR have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- H. Defective Work. Determine that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Coordinate such determinations with Owner. Pay requests associated with Defective Work shall not be approved until Work is corrected.
  - I. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
  - J. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
  - K. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
  - L. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such

**EXHIBIT A – SCOPE OF SERVICES**  
**WATER TREATMENT PLANT SEDIMENTATION BASIN UPGRADES**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1808.2**

Revised: March 17, 2025

Submitted by: AE2S

certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

- M. Disagreements between Owner and Contractor. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- N. Applications for Payment. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - 1. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - 2. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable

**EXHIBIT A – SCOPE OF SERVICES**  
**WATER TREATMENT PLANT SEDIMENTATION BASIN UPGRADES**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1808.2**

Revised: March 17, 2025

Submitted by: AE2S

- to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- O. Contractor's Completion Documents. Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
  - P. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
  - Q. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work by Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall provide notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
  - R. Coordinate operational requirements of the water treatment facility with the City. Manage the construction phases and respective durations with the Owner, duration overage subject to increase in Engineer's compensation.
  - S. Duration of Construction Phase. Construction Phase will commence with the execution of the construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
  - T. Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
  - U. Construction Deliverables:
    - a. Daily Construction logs and project photographs
    - b. Shop Drawings/Submittal reviews
    - c. Construction meeting minutes
    - d. Certified Payroll reports provided by Contractor

**EXHIBIT A – SCOPE OF SERVICES**  
**WATER TREATMENT PLANT SEDIMENTATION BASIN UPGRADES**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1808.2**

Revised: March 17, 2025

Submitted by: AE2S

- e. Approved Contractor's Applications for Payment
- f. Substantial Completion and associated completion item documentation
- g. Final Approval and Acceptance documentation

Estimated Fee: \$179,434

**IV. POST-CONSTRUCTION PHASE**

- A. Provide assistance in connection with the adjusting of Project equipment and systems.
- B. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
- C. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work prior to final completion of construction.
- D. In company with Owner or Owner's representative, provide two (2) Warranty inspections for the respective construction warranty phase of the Project to ascertain whether any portion of the Work is subject to correction.
  - 1. One (1) year after Final Completion.
  - 2. Within one (1) month before the end of the 2-Year Correction (Warranty) Period.
- E. Provide Operations and Maintenance information for the project as received from the Contractor.
  - a. Deliverable - Three (3) paper copies and one (1) electronic copy of Operation and Maintenance manuals delivered to the City.
- F. Provide Record Drawings showing changes made during the construction process, based on the annotated record documents for each construction phase of the Project and furnished by Contractor and which Engineer considers significant.
  - a. Deliverable - One (1) 24"x36" mylar copy and one (1) electronic copy of As-Built Record Drawings delivered to the City. Provide electronic copy of CAD design and record drawings for each phase of the project.
- G. Complete a site visit and inspection of the WTP prior to the expiration of the Correction (Warranty) Period to determine if the completed Work is acceptable according to the Construction Documents. The site visit shall be conducted in accordance with ENGINEER's standard protocol. The inspection shall generally consist of solids dewatering equipment and associated piping/valves performance and conditions, an assessment of structural components, and preparation of an End of Correction Period Report. The Report shall summarize all observations and on-site activities and findings and shall include recommendations for corrective action of observed defects as to replacement or correction of Defective Work, as necessary.

Estimated Fee: \$17,407

**EXHIBIT A – SCOPE OF SERVICES**  
**WATER TREATMENT PLANT SEDIMENTATION BASIN UPGRADES**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1808.2**

Revised: March 17, 2025

Submitted by: AE2S

**V. INSTRUMENTATION AND CONTROLS (I&C) PHASE**

- A. Assist Owner with identifying and planning the modification of control system equipment including existing, replacement and/or new process instrumentation and associated equipment.
- B. Provide construction observation for control system equipment to verify proper installation and equipment operation with the Electrical Contractor.
- C. Provide assistance in connection with the adjusting of Project equipment and systems.
- D. Provide PLC I/O card installation and setup to provide information for control system monitoring and operation.
- E. Provide control system programming to allow monitoring and operation of the new process equipment.
- F. Assist Owner with calibration and troubleshooting of process system equipment and operations post-installation.

Estimated Fee: \$19,796

**VI. MISCELLANEOUS SERVICES**

- A. Prepare for and participate in miscellaneous meetings to review and discuss design and construction questions or issues with the City.
- B. Assist Owner with miscellaneous construction and/or operation items throughout the separate construction phases of the project.

Estimated Fee: \$25,000

**Fee Summary:**

I.	Final Design Phase	\$ 185,715
II.	Bidding/Negotiations Phase	\$ 19,110
III.	Construction Phase	\$ 179,434
IV.	Post-Construction Phase	\$ 17,407
V.	I&C Phase	\$ 19,796
VI.	Miscellaneous Services	<u>\$ 25,000</u>

Estimated Fee: \$ 446,462

## **ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC**

### **2025 HOURLY FEE AND EXPENSE SCHEDULE**

#### Labor Rates\*

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

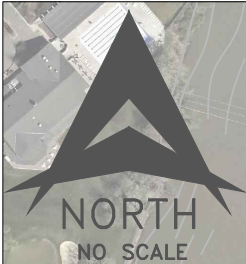
**Reimbursable Expense Rates**

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

\* Position titles are for labor rate grade purposes only.

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

# O.F. 1808.2 VICINITY MAP



PROJECT LOCATION

**PROJECT SUMMARY SHEET:**  
**Water Treatment Plant Sedimentation Basin Upgrades, O.F. 1808.2**  
**FY 2025 Capital Improvement Plan**  
**Current as of: March 11, 2025**

**Description:** To replace two outdated mechanical settling basin components with modern apparatuses at the Water Treatment Plant.

**Justification:** Most mechanical components of the settling basins were installed in the 1930s and are in need of replacement. New settling components will create a more efficient redundant network within the basins, and provide the needed increase in settling basin capacity for future needs and development.

**Scope:** New settling basin apparatuses and associated items within 2 of the 5 settling basins as well as up and downstream fitment of components.

**Added to CIP:** 2<sup>nd</sup> half FY2025

**CIP Timeline:** Design 1<sup>st</sup> half of FY 2026/Construction 2<sup>nd</sup> half of FY 2026 and 1<sup>st</sup> half of 2027

**Cost:**

- CIP programmed cost/FY: \$3M/FY26
- Professional service agreement with AE2S \$446,462.00
- Awarded Cost: \$TBD
- Final Cost: TBD

**Funding Source(s):** 100% Water Enterprise Fund

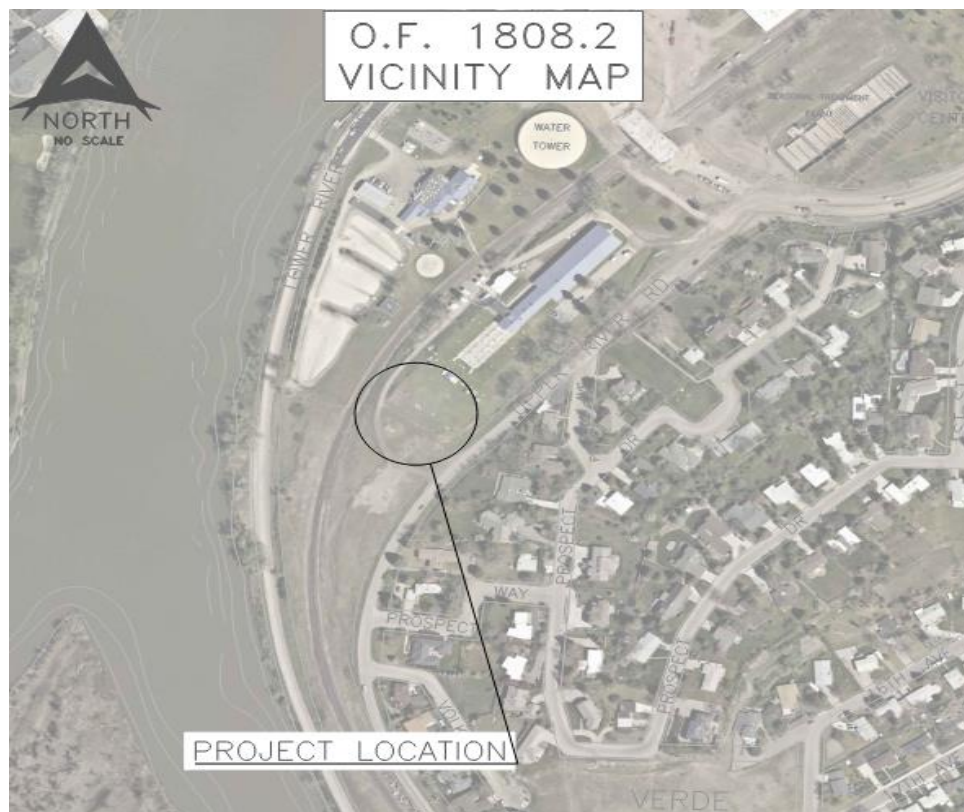
**Planned Execution Method:** Design-Bid-Build

**Planned Construction CY:** Spring 2026 to Winter 2026

**Current Project Stage (Estimated Completion Date):** Planning (spring 2025), Design/Bid (July 2025), Construction (March through December 2026), Warranty (December 2028)

- Design Method: Consultant
- Contractor: TBD

**Map & Site Pictures:**



**PROJECT SUMMARY SHEET:**  
**Water Treatment Plant Sedimentation Basin Upgrades, O.F. 1808.2**  
**FY 2025 Capital Improvement Plan**  
**Current as of: March 11, 2025**

Existing Basin Interior Components



Existing Basin Component





Commission Meeting Date: April 1, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Professional Services Agreement Amendment No. 1: 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 Professional Services Agreement Amendment No. 1

---

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) the Professional Services Agreement Amendment No. 1 in the amount of \$68,344.00 to Great West Engineering, Inc., for the 5<sup>th</sup> St and 10<sup>th</sup> Ave S Drainage Crossing project, and authorize the City Manager to execute the agreement documents."

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

---

**Staff Recommendation:** Approve Professional Services Agreement (PSA) Amendment No. 1.

**Summary:** The original PSA tasked Great West with designing and managing this project, which aims to improve drainage along 5th St S. This phase is particularly complex due to high traffic volume on 10th Ave S and the numerous utility lines beneath it. A traditional open trench is very costly and disruptive to traffic compared to the boring method which will install the storm pipe without disrupting traffic on 10<sup>th</sup> Ave S. Amendment No. 1 adds public outreach, construction administration services, and engineering services support to the original PSA. The project was advertised for bids in March, with construction award in April, and work beginning in summer 2025.

**Background:** The intersection of 10<sup>th</sup> Ave S and 5<sup>th</sup> St S is a low spot in the drainage basin area. During significant storm events water pools on the surface near this intersection because the existing storm infrastructure isn't adequate. For additional background, see attached Agenda Report from June 18, 2024.

**Significant Impacts:** This project involves unique challenges, especially regarding the crossing of 10<sup>th</sup> Ave S. Great West coordinated with the Montana Department of Transportation and the City of Great Falls to develop an acceptable solution to executing this project with minimal impacts to the road users.

Citizen Participation: Minor impacts to the public during the construction phase will occur. City Staff and Great West will work with businesses along the construction path by communicating the construction schedule and minimizing construction impacts when practical.

Workload Impacts: City engineering staff will provide project management, and construction based services including quality control and testing. Since the City engineering staff is highly tasked, this PSA enables the staff to focus on work where they can provide the most benefit.

Project Work Scope: See attached Exhibit A – Engineering Scope of Services and Project Summary Sheet.

Conclusion: Staff recommends approving this amendment.

**Fiscal Impact:** The project has been selected, prioritized, and would be executed in accordance with the Public Works Capital Improvements Program and budgeted utilizing available funds from the Storm Enterprise Fund. The initial PSA cost \$92,287 and this Amendment No. 1 would add \$68,344 for a total of \$160,631.

**Alternatives:** The City Commission has the option to decline the amendment and instruct City Staff to:  
 (1) Choose an alternative consultant, potentially leading to challenges. For example, switching to another consultant who is not familiar with the design and project intent could result in less efficient project execution, more demand on City staff for project information and possibly a less accurate translation of the design into the constructed product.  
 (2) Instruct City staff to move forward without amending the professional service agreement, which would consume a large amount of time pulling City Staff's focus away from other priorities.

**Attachments/Exhibits:**

Professional Services Agreement – Amendment 1

Project Summary Sheet

Agenda Report from June 18, 2025 Commission Meeting

## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

**THIS AMENDMENT** is made and entered into by and between the CITY OF GREAT FALLS, a Municipal Corporation, hereinafter referred to as “OWNER,” and GREAT WEST ENGINEERING hereinafter referred to as “CONSULTANT” OR “ENGINEER.”

### WITNESSETH:

**WHEREAS**, the OWNER and CONSULTANT entered into a Professional Services Agreement for the project known as 5<sup>th</sup> St and 10<sup>th</sup> Ave S Drainage Crossing, OF 1811.2 approved by the Commission June 18, 2024 (the “**Agreement**”);

**WHEREAS**, Paragraph 12 of the Agreement provides that the Agreement may be amended by written agreement signed by both parties;

**WHEREAS**, the OWNER and CONSULTANT desire to further modify and expand the Scope of Services, and include fees for the same, of the Agreement to include construction phase services and public outreach.

**NOW THEREFORE**, the OWNER and CONSULTANT mutually agree as follows:

1. The foregoing recitals are incorporated by reference as though fully set forth herein. All capitalized terms used herein and not defined shall have the same meaning as set forth in the Agreement.
2. The OWNER and CONSULTANT mutually agree to supplement the Scope of Services located in Exhibit ‘A’ of the Agreement as follows:

See attached **Exhibit A** for the additional Scope of Services.

3. The OWNER and CONSULTANT mutually agree to include fees for the above additional Scope of Services in an amount not to exceed cost of **\$68,344.00**, supplementing Exhibit “C” of the Agreement, bringing the total Agreement amount to \$160,631. The fees for the additional services agreed upon herein are itemized in the attached **Exhibit B**.

4. Except as modified by this Amendment No 1, the Agreement remains in full force and effect and unmodified and is hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the parties hereto executed this Amendment No. 1 to Professional Services Agreement as of the latest date included below.

**CITY OF GREAT FALLS**

**GREAT WEST ENGINEERING**

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

By: \_\_\_\_\_  
Bill Lloyd, PE  
President

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

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

Attest:

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

(Seal of the City)

\*Approved as to Form:

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

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

## EXHIBIT A – ENGINEERING SCOPE OF SERVICES

## 5<sup>TH</sup> ST DRAINAGE – 10<sup>TH</sup> AVE S CROSSING (O.F. 1811.2)

### PUBLIC OUTREACH AND CONSTRUCTION ADMINISTRATION SCOPE OF SERVICES

#### INTRODUCTION

The design and bidding phase services for this project have already been encompassed by separate scopes of service. The scope of work included in this document describes the public outreach and construction administration services for the project. This project includes storm drainage improvements for 5<sup>th</sup> Street South from Bison Ford to 9<sup>th</sup> Avenue South. The improvement will include a new storm drain trunk line, a boring under 10<sup>th</sup> Avenue South and new inlets near the intersection with 9<sup>th</sup> Avenue South.

The additional services to be provided by the CONSULTANT for the public outreach and construction administration services associated with the project will include the tasks outlined below.

#### 1.0 DEVELOP AMENDMENT SCOPE OF WORK AND AMENDMENT EXECUTION

- Prepare and coordinate a written scope of work for the amended services with the CITY.
- Prepare a fee estimate for the amendment services and execute an amendment with the CITY.

#### 2.0 PUBLIC OUTREACH

- Provide written letters to businesses to inform them of anticipated construction impacts and an update on the project schedule before going out to bid. Letters to six (6) entities are anticipated.
- Attend one (1) meeting with business owners to discuss project construction phasing and sequencing. This meeting will focus on potential vehicle and pedestrian access impacts. Minutes will be prepared for the meeting.

#### 3.0 CONSTRUCTION PHASE SERVICES

- Participate in weekly on-site construction coordination meetings with the Contractor and the CITY inspector. Meeting discussion topics will include upcoming work, any project questions or issues and schedule review. Up to thirteen (13) meetings are anticipated. Minutes for each meeting will be prepared and submitted to the CITY
- Additional services for providing review of shop drawings/submittals for construction materials, including asphalt mix formula, concrete mix designs, gradation, and laboratory compaction tests, to confirm compliance with the contract documents. Review and approve the Contractor provided traffic control plan.

- Asphalt Job mix formula must meet the requirements for Type B Asphalt Plant Mix, as specified in the MPWSS, 6<sup>th</sup> edition.
- The Traffic Control Plan must meet the requirements outlined in the MUTCD.
- Provide intermittent site observation to monitor and document construction progress to confirm that the construction is in conformance with the plans and specifications and/or in response to specific questions or issues that may arise. Up to forty (40) hours of site observation (*10 hours already included in the original work scope*) and report preparation for a field engineer are included. Site observation duties will include:
  - The CITY inspector will coordinate with CONSULTANT and the CONSULTANT will coordinate with the Contractor.
  - Confirm conformance with project plans and specifications.
  - Review and discuss specific project related questions or issues that may arise. Inform CITY of any nonconforming work or issues.
  - Prepare site observation reports for submittal to the CITY. Include progress photos.
  - Review City inspector's daily "Raken" reports.
  - Provide direction to Contractor regarding work quality.
- Additional services for providing interpretation of drawings, specifications, and Contract Documents. Respond to Contractor questions and requests for information (RFI's) related to the project.
- Additional services for preparation of any necessary work change directives and/or change orders to incorporate modifications to the contract documents for scope changes, cost adjustments and time extensions during construction. CITY staff approval will be obtained before issuing work change directives and/or change orders. City Commission will approve or deny any change orders that result in the increase or decrease of the construction contract amount. Allow at least one month from the initiation of the change order to receive commission approval.
- Participate in City Commission Meetings when a Change Order requires approval. Work together with the Public Works Director to address any questions related to the Change Order.
- Coordinate construction quantities with the CITY inspector monthly and review Contractor pay requests. Provide recommendations to the CITY on processing of pay requests. Up to four (4) pay requests are anticipated.

- Participate in the Substantial Completion inspection with the CITY and Contractor. Assist with verification that work is in compliance with the project contract documents.
- Prepare and monitor the Punch List to identify any outstanding issues, defects or incomplete work items.
- Additional services for participation in a final inspection with the CITY and Contractor to verify that all punch list work has been completed and that the project construction is complete.

#### **ASSUMPTIONS/EXCLUSIONS**

- The engineering services do not include full time inspection/site observation. It is anticipated that the CITY will provide these services.
- Construction staking and quality control testing services are not included. These services will be the responsibility of the Contractor.

## EXHIBIT B – FEE ESTIMATE

**EXHIBIT B**  
**FEE PROPOSAL**  
**5TH ST DRAINAGE - 10TH AVE S CROSSING (O.F. 1811.2) - PUBLIC OUTREACH AND CONSTRUCTION ADMINISTRATION SERVICES**  
 Great West Engineering

	PIC	PROJECT MANAGER	PROJECT ENGINEER	CIVIL ENGINEER 2	CIVIL ENGINEER 1	PROJECT ADMINISTRATOR	CLERICAL	Totals
	\$230.00	\$217.00	\$180.00	\$160.00	\$148.00	\$152.00	\$115.00	
<b>1.0 DEVELOP AMENDMENT SCOPE OF WORK AND AMENDMENT EXECUTION</b>								
1.1 Prepare and Coordinate Written Scope of Work	1	4						\$868.00
1.2 Prepare Fee Estimate and Execute Amendment		2				1		\$816.00
Subtotal - Develop Amendment Scope of Work and Amendment Execution	1	6	0	0	0	1	0	<b>\$1,684.00</b>
<b>2.0 PUBLIC OUTREACH</b>								
2.1 Provide Letters to Six Businesses/Entities		3					1	\$766.00
2.2 Facilitate One Public Meeting on Construction Phasing and Prepare Minutes (1 Meeting)		5		1			1	<b>\$1,380.00</b>
Subtotal - Public Outreach	0	8	0	1	0	0	2	<b>\$2,126.00</b>
<b>3.0 CONSTRUCTION PHASE SERVICES</b>								
3.1 Participate in Weekly Construction Meetings and Prepare Minutes (13 Meetings)		8	26		8	1		\$7,752.00
3.2 Review of Shop Drawings / Submittals		2	8	8				\$3,154.00
3.3 Interim Site Observation and Reporting (40 Hours for Site Visits and Reporting)		20	35		50	1		\$18,192.00
3.4 Assistance w/ Interpretation of Drawings/Specs. Respond to Questions and Requests for Information (RFIs)		8	24	8	8	1		\$8,672.00
3.5 Prepare Work Change Directives and Change Orders		6	14		8			\$5,006.00
3.6 Participate in City Commission Meetings for Any Change Order Approvals		4						\$868.00
3.7 Coordinate Construction Quantities and Review Contractor Pay Requests (4 Pay Requests)		4	18		8			\$5,292.00
3.8 Participate in Substantial Completion Inspection		4	4		2			\$1,884.00
3.9 Prepare and Monitor Final Punch List		2	8		8			\$3,058.00
3.10 Participate in Final Inspection			2		2			\$656.00
Subtotal - Construction Phase Services	0	58	139	16	94	3	0	<b>\$54,534.00</b>
<b>Miscellaneous</b>								
Miscellaneous Work/Contingency								
<b>TOTAL FEE</b>	1	72	139	17	94	4	2	<b>\$10,000.00</b>
								<b>\$68,344.00</b>

**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: March 19, 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 an 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: TBD
- Final Cost: TBD

**Funding Source(s):** 100% Utilities (Storm)

- Funding Match Requirements: N/A

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

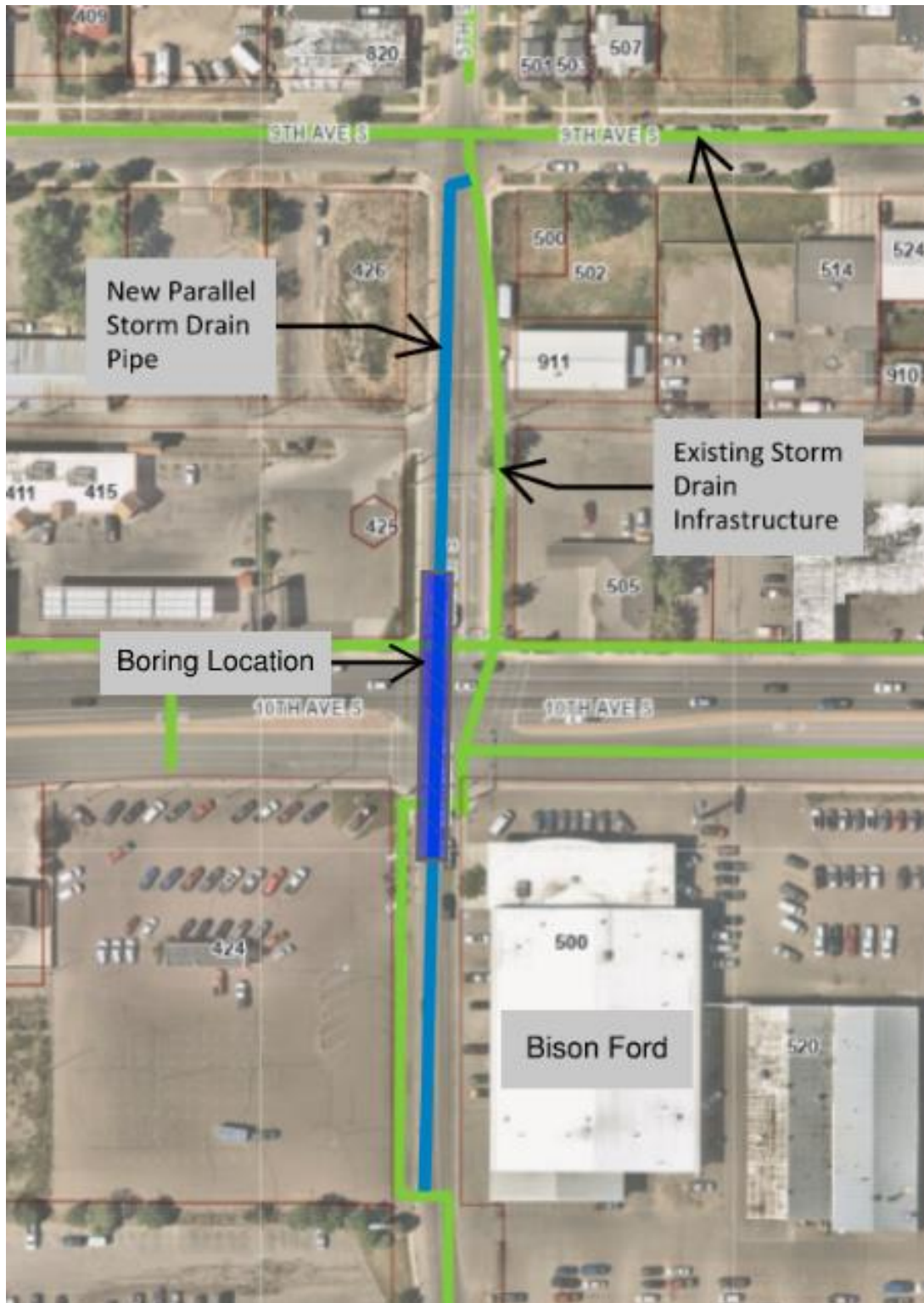
**Planned Construction CY:** Summer 2025

**Current Project Stage (Estimated Completion Date):** Construction (Fall 2025)

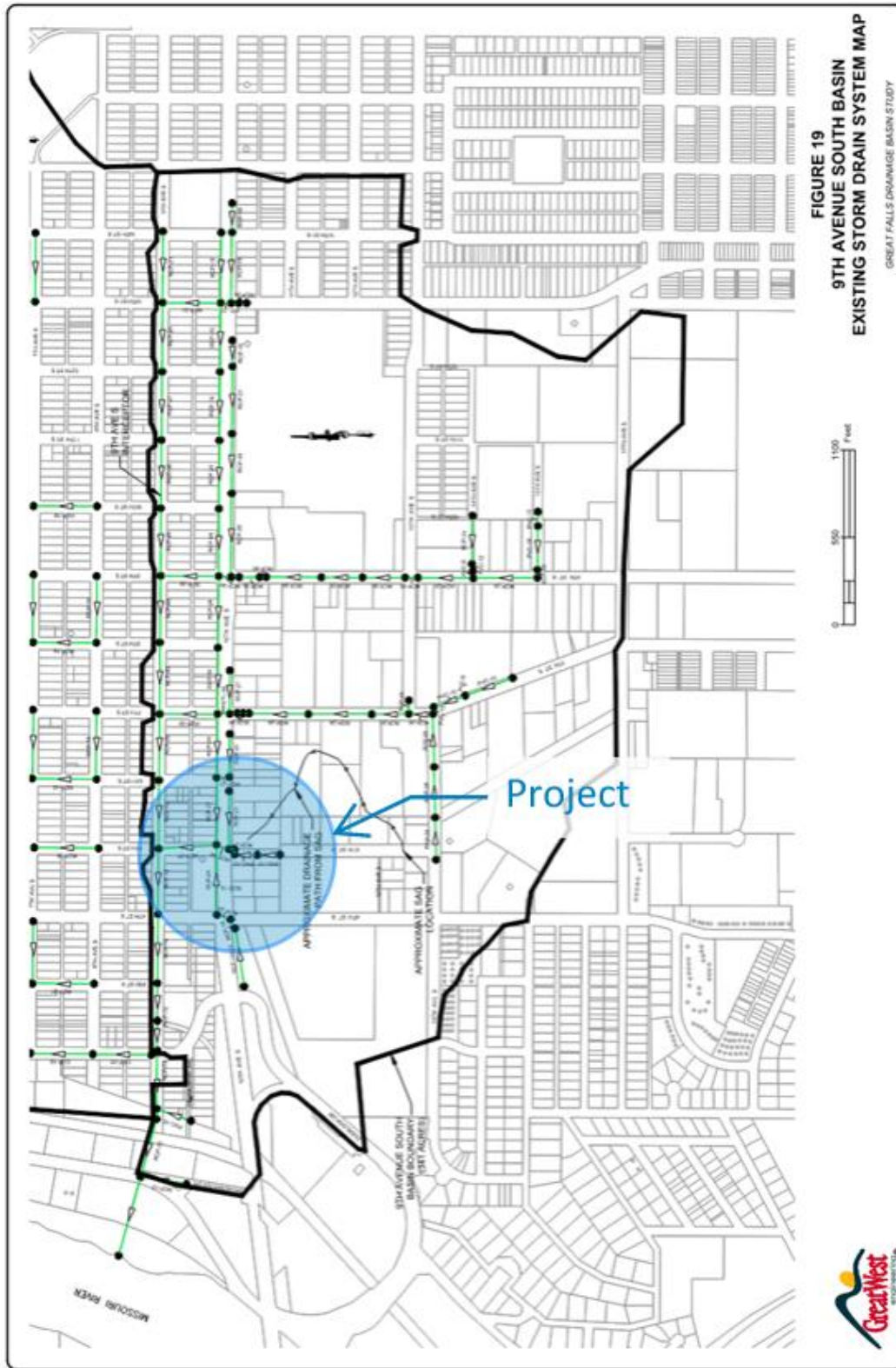
- Design Method: Consultant (Great West)
- Contractor: TBD

**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: March 19, 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: March 19, 2025**





Commission Meeting Date: June 18, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Professional Services Agreement: 5<sup>th</sup> Street Drainage - 10<sup>th</sup> Ave S Crossing OF 1811.2

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider and Approve Professional Services Agreement

---

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (award/not award) a professional services agreement in the amount of \$92,287.00 to Great West Engineering, Inc. for the 5<sup>th</sup> Street Drainage and 10<sup>th</sup> Ave South Crossing project, and authorize the City Manager to execute the agreement documents."

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

---

**Staff Recommendation:** Approve the professional services agreement.

**Summary:** The intersection of 10<sup>th</sup> Avenue South and 5<sup>th</sup> Street South was inundated with storm water during the major storm event in 2016. This agreement would have Great West Engineering design and manage the next phase of this project, which will improve the drainage along 5<sup>th</sup> Street South. This phase of the project is very technical and challenging due to of the volume of traffic along 10<sup>th</sup> Avenue South and the large number of utility lines located under 10<sup>th</sup> Avenue South. The engineering services included with this agreement encompass survey and field investigations, preliminary and final design, bidding services, and construction phase support.

**Background:** Previously, the City retained Great West to perform a stormwater basin study for the project area. The study assessed the existing storm drainage inlets and piping in critical sections of the 9<sup>th</sup> Ave S Basin where flooding has been problematic. The 9<sup>th</sup> Ave S Basin is the area of land where precipitation is gathered by the major storm pipe located beneath 9<sup>th</sup> Ave S, eventually draining into the Missouri River. For a visual aid, see the storm drain system map on the attached project summary sheet. It identified system deficiencies and provided recommendations for improvements to prevent surface flooding during minor (5-year) storms. According to the Drainage Report, 9th Ave S Basin – Inlet Study Phase 1 (2022), "The sag at the intersection of 10th Ave S and 5th St S is the low point for all of the 9th Ave S Basin that lies to the south of 10th Ave S. Any surface flow that is not able to be captured by the subsurface storm drain system or infiltrate into the soil, eventually makes its way to this intersection,

where it pools and spills over the crown of 10th Ave S and down to the intersection of 9th Ave S and 5th St S."

To mitigate surface flooding at this intersection during minor storms, the report identified two storm drain system improvements: additional inlet interception capacity and storm drain upsizing going across 10<sup>th</sup> Avenue S down to the 9<sup>th</sup> Ave S interceptor.

**Significant Impacts:**

This project involves unique challenges, especially regarding the crossing of 10<sup>th</sup> Ave S. Great West will coordinate with the Montana Department of Transportation and the City of Great Falls to develop an acceptable solution to improve the existing storm drainage system underneath 10<sup>th</sup> Ave S with minimal impacts to the road users.

**Citizen Participation:**

There may be minor impacts to the public during the design phase. The consultant will work with the City of Great Falls to perform exploratory excavations to identify potential conflicts at utility crossings. City Staff and the consultant will work with Bison Ford and other businesses along the construction path by communicating the construction schedule and minimizing construction impacts when practical. The full extent of the impact on the public during the construction phase will not be known until after a design solution has been developed.

**Workload Impacts:**

City engineering staff will provide project management and engineering services support.

**Project Work Scope:**

See attached Project Summary Sheet.

**Evaluation and Selection Process:**

Great West was selected to provide engineering services based on a rotational system outlined in the City of Great Falls Architects, Engineers, and Surveyors Selection Policy dated February 13, 2019, as well as their knowledge and familiarity with the City's storm drainage system in the project area.

**Conclusion:**

Staff recommends awarding the agreement to Great West to design the next phase of work identified in the 9th Avenue South Basin – Inlet Study, which will extend the storm drainage improvements across 10<sup>th</sup> Avenue South.

**Fiscal Impact:** The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvements Program and budgeted utilizing available funds from the Storm Enterprise Fund.

**Alternatives:** The City Commission has the option to decline the Professional Services Agreement and instruct City Staff to: (1) Choose an alternative consultant, potentially leading to increased fees and project delays. (2) Delay the project for a later date, resulting in continued surface water ponding at the intersection of 10<sup>th</sup> Ave S and 5<sup>th</sup> St S during minor storm events.

**Attachments/Exhibits:**

Professional Services Agreement  
Project Summary Sheet



Commission Meeting Date: April 1, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Construction Agreement: 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 Award Construction Agreement

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (award/not award) a construction agreement in the amount of \$948,620.00 to Ed Boland Construction for the 5<sup>th</sup> St and 10<sup>th</sup> Ave S Storm Drainage Crossing project, and authorize the City Manager to execute the agreement documents.”

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

---

**Staff Recommendation:** Award the construction agreement.

**Summary:**

This project will enhance stormwater infrastructure in the 9th Ave S Basin by connecting existing storm drain pipes on 5th St S between 10th Alley S and 9th Ave S.

**Background:**

The intersection of 10<sup>th</sup> Ave S and 5<sup>th</sup> St S is a low spot in the drainage basin area. During significant storm events water pools on the surface near this intersection because the existing storm infrastructure isn't adequate. For additional background, refer to the Professional Services Agreement (PSA) – Amendment, scheduled for consideration during this April 1, 2025, commission meeting.

**Citizen Participation:** Construction will impact the public. While 10th Ave S will remain open to traffic, the westbound turning lane onto 5th St S will be closed at times. Sections of 5th St S between 10th Alley S and 9th Ave S will experience intermittent closures. City staff has notified affected businesses by letter and will coordinate with them.

**Workload Impacts:** City engineering staff will oversee project management, conduct quality control, and testing during construction. Great West will handle contract administration, assist with public outreach, and provide engineering support. For details on Great West's role, see the corresponding PSA – Amendment.

Project Work Scope: Refer to the corresponding PSA – Amendment.

Evaluation and Selection Process: The project was publicly advertised and competitively bid. Sealed bids were opened on March 19, 2025, and the City received three responsible bids, summarized in the attached bid tabulation. The lowest responsible bidder is Ed Boland Construction.

Conclusion: Staff recommends awarding the construction contract to Ed Boland Construction.

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

**Alternatives:** The City Commission has the option to reject the construction contract and instruct City Staff to: (1) Delay the project, leading to continued surface flooding during significant storm events at 5th St S and 10th Ave S, or (2) cancel the project, which would likely increase future costs for storm drain installation.

**Attachments/Exhibits:**

Bid tabulation

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

# BID TABULATION SUMMARY

5TH ST DRAINAGE - 10TH AVE S CROSSING (OF 1811.2)

BIDS TAKEN AT CIVIC CENTER  
DATE: 19-MAR-25

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	ED BOLAND CONST. 4601 7TH AVE. SO. GREAT FALLS, MT 59405	Y	Y	Y	Y	Y	\$948,620.00
2	UNITED MATERIALS, INC. P.O. BOX 1690 GREAT FALLS, MT 59403	Y	Y	Y	Y	Y	\$1,018,765.00
3	GERANIOS ENTERPRISES, INC. 320A CENTRAL AVE	Y	Y	Y	Y	Y	\$1,103,986.00
4							
5							
6							
7							
8							
9							
10							



Commission Meeting Date: April 1, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Ordinance 3272 – An Ordinance amending Title 5, Chapters 1-3, Title 6, Chapter 1, Title 8, Chapter 14, and Title 17, Chapter 20 of the Official Code of the City of Great Falls (OCCGF) pertaining to Business Licenses, Permits, and Safety Inspection Certificates provisions.

**From:** Brock Cherry, Director, Planning & Community Development  
Jeremy Jones, Fire Chief, Great Falls Fire Rescue  
Rachel Taylor, Deputy City Attorney

**Initiated By:** Great Falls Fire Rescue, Planning and Community Development, and Legal Departments

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

**Action Requested:** Accept Ordinance 3272 on first reading and set a second reading for April 15, 2025

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3272 on first reading and (set/not set) a second reading for April 15, 2025.”

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 accept Ordinance 3272 on first reading and set a second reading for April 15, 2025.

**Summary:** City staff from Great Falls Fire Rescue, Planning and Community Development, and Legal Departments have collaborated to propose significant amendments to the City of Great Falls Code, Title 5 - Business Licenses, Permits, and Safety Inspection Certificates. These amendments aim to modernize the code's language, align it with state regulations, meet current needs, ensure consistent administration, and enhance clarity for those investing and conducting business in Great Falls.

In addition, any references made to Safety Inspection Certificates in other Titles were amended to Business License. This includes language in Title 6, Title 8, and Title 17.

**Changes to Title 5 include the following:**

1. **Safety Inspection Certificates will hereafter be referred to as a “Business License”:**

Annual inspections play a crucial role beyond just life safety compliance. Many businesses and commercial entities do not fully grasp the importance or urgency of obtaining a "Safety Inspection Certificate." As a result, a "Business License" is often perceived as a more significant and essential requirement.

**2. "Violation Penalty" Language Cleaned up:**

There is a prescribed and explicit violation penalty for those operating a business without a business license, which consists of a violation being deemed a misdemeanor, or for those businesses who fail to renew their business licenses within the time frame listed within Title 5.

The proposed language cleans up existing language for those businesses who do not obtain a business license, and for those businesses that fail to renew their business license in a timely manner.

**3. Deletion of portions of City Code to reflect changes in State of Montana law regarding tradespeople:**

During the 68th State of Montana Legislature, Senate Bill 262 added language to Montana Code Annotated (MCA) 7-1-111 to prohibit local governments from requiring additional licensing when the state is the original issuer of the license. This prohibition resulted in the City's inability to require individual business licenses for tradespeople (drain layers, plumbers, electricians, etc.), which previously allowed the City to ensure those requesting development permits were licensed correctly and possessed the required insurance and bonding capacity.

Although the City is no longer able to mandate additional licenses beyond the requirements of the State of Montana, it is still the City's duty to ensure that individuals carrying out trade work within the city limits hold a valid State license. The City is responsible for authorizing and overseeing work conducted within its jurisdiction, with the obligation to safeguard its residents, property, and interests.

The City Commission Approved Resolution 10563, which established a License Verification Fee, which now covers the following license types:

- Plumber Contractors License
- Plumber Licensing
- Electrical Contracting

**4. Deletion of a Teen Night License:**

The City no longer administers Teen Night Licenses.

**Fiscal Impact:** The proposed changes to Title 5 are the first step in implementing updated fees. If this Ordinance is approved fee resolutions will be presented to the City Commission at a later meeting updating Great Falls Fire Rescues fee schedule to reflect the current fully burdened cost of required staff time to administer each type of activity.

**Alternatives:** The Commission could choose to not set the public hearing to consider Ordinance 3272.

**Attachments/Exhibits:**

- Ordinance 3272
- Ex A Title 5 BUSINESS LICENSES, PERMITS, AND CERTIFICATES
- Ex B Title 6 ANIMALS

- Ex C Title 8 CHAPTER 14 CHILD CARE FACILITIES
- Ex D Title 17 Article 5 GENERAL STANDARDS

## ORDINANCE 3272

**AN ORDINANCE AMENDING TITLE 5, CHAPTERS 1-3, TITLE 6, CHAPTER 1, TITLE 8, CHAPTER 14, AND TITLE 17, CHAPTER 20 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO BUSINESS LICENSES, PERMITS, AND SAFETY INSPECTION CERTIFICATES PROVISIONS.**

\* \* \* \* \*

**WHEREAS**, the City Commission established Title 5 of the OCCGF outlining provisions pertaining to Business Licenses, Permits, and Safety Inspection Certificates; and

**WHEREAS**, City staff has identified changes to Title 5, Title 6, Title 8, and Title 17 that aim to modernize the code's language, align it with state regulations, meet current needs, ensure consistent administration, and enhance clarity for those investing and conducting business in Great Falls.

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

- Section 1. That Title 5 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 6 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**.
- Section 3. That Title 8, Chapter 14 of the Official Code of the City of Great Falls be amended as depicted in Exhibit “C” attached hereto, which removes language indicated by a ~~strike-out~~ and adds language which is **Bold**.
- Section 4. That Title 17, Article 5 of the Official Code of the City of Great Falls be amended as depicted in Exhibit “D” attached hereto, which removes language indicated by a ~~strike-out~~ and adds language which is **Bold**.

Section 5. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading April 1, 2025.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading April 15, 2025.

\_\_\_\_\_  
Cory Reeves, Mayor

ATTEST:

(CITY SEAL)

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
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 3272 on the Great Falls Civic Center posting board and the Great Falls City website.

\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)

## Title 5

# BUSINESS LICENSES, PERMITS, AND ~~SAFETY INSPECTION~~ CERTIFICATES<sup>1</sup>

### Chapter

## Chapter 1 GENERAL BUSINESS LICENSE AND ~~SAFETY INSPECTION~~ CERTIFICATE PROCEDURE

### Sections:

#### 5.1.010 Definitions.

Unless otherwise specifically provided, ~~t~~The following words and phrases when used in this Title shall have the following meanings:

- A. "Buildings or Offices" shall mean all buildings, structures, rooms, offices, or portions thereof which are situated on a permanent structural foundation and permanently connected to City water and sewer service wherein a business or organization is located and which may be accessible to the public, employees, or members or located in such close proximity to other buildings, structures, rooms, offices, or portions thereof so as to constitute a public threat in the event of a Uniform Safety Code violation.
- B. **"Business", is intended to cover all businesses, associations, occupations, professions, trades, pursuits, vocations, entertainments, social activities, fraternal activities, religious activities located or meeting regularly in Buildings or Offices, multi-family dwelling units of four (4) or more units with common areas. This includes sole proprietorships, partnerships, corporations, Nonprofit corporations, religious organizations, social organizations and fraternal organizations. This includes any person engaged or employed in the business of selling to consumers by going from consumer to consumer, either on the streets or to their places of residence or employment, and soliciting, selling, or taking orders for future delivery of any goods, wares, or merchandise. This does not include "Home Occupation".**
- ~~B. "Business" shall mean any occupation, trade, profession, commercial activity, social activity, fraternal activity, or religious activity located or meeting regularly in buildings or offices, including multi-family dwelling units of four (4) or more units, together with all devices, machines, vehicles and~~

---

<sup>1</sup>Editor's note(s)—Ord. No. 3168, § 1(Exh. A), adopted Nov. 7, 2017, repealed the former Tit. 5, and enacted a new Tit. 5 as set out herein. The former Tit. 5 pertained to similar subject matter and derived from Ord. 3139, 2016; Ord. 3125, 2014; Ord. 3117, 2014; Ord. 3057, 2010; Ord. 2993, 2008; Ord. 2865, 2003; Ord. 2764, 2000; Ord. 2745, 1998; Ord. 2743, 1998; Ord. 2675, 1995; Ord. 2674, 1995; Ord. 2672, 1995; Ord. 2509, 1988; Ord. 2487, 1987; Ord. 2483, 1987; Ord. 2344, 1983; Ord. 2008, 1977; Ord. 1874, 1975; Prior Codes 5.11.1; 5.11.3; 5.16.1.

- appurtenances used therein. This includes sole proprietorships, partnerships, corporations, nonprofit corporations, religious organizations, social organizations and fraternal organizations.
- C. **"Business License" is a license for a Business, or occupation, at a specific Premises acknowledging inspection for Uniform Safety Codes, or other ordinances and regulations, enacted for the purpose of protecting health, safety, and welfare of the public. The license is not intended, and shall not be used, to regulate or infringe upon the conduct of a Business or profession and is not intended, and shall not be used, to regulate, infringe or prohibit the practice of religion or religious beliefs. Unless specifically identified, in this Title, the term, "Business License" "Certificate" shall include business licenses safety inspection certificates, home occupation certificates, or any other certificates or permits issued by the City of Great Falls' Planning and Community Development or Fire Rescue Departments.**
- D. **"Home Occupation" means a lawful Bbusiness carried on by a resident of a dwelling as an accessory use within the same dwelling or an accessory Bbuilding, which will not infringe upon the rights of neighboring residents to enjoy the peaceful occupancy of their homes.**
- E. **"Home Occupation Certificate" is a certificate, license, or permit issued by the City of Great Falls Planning and Community Development Department under the terms and conditions of 5.2.020—5.2.040.**
- ~~F. "Non-Resident Vendor" is any person engaged or employed in the business of selling to consumers by going from consumer to consumer, either on the streets or to their places of residence or employment, and soliciting, selling, or taking orders for future delivery of any goods, wares, or merchandise.~~
- ~~1. This definition applies to persons vending food or other merchandise from pushcarts, vehicles, trailers, or other readily mobile sources to customers within the City limits.~~
  - ~~2. This all inclusive definition applies to vendors coming into Great Falls to provide any type of service (e.g. painters, contractors, tree trimmers, computer technicians, etc.), to residents within the City limits.~~
- FG. "Nonprofit organization" is any group which does not distribute pecuniary gains, profits or dividends to its members, and/or for which pecuniary gain is not the objective of the organization. For the purposes of this Title, a nonprofit organization need not be recognized as tax exempt by the United States Internal Revenue Service and the Montana Department of Revenue.**
- ~~H. "Permanent Premises" means any buildings or structures, or any part of any buildings or structures, situated on a permanent structural foundation that meet the engineering requirements in the Uniform Building Code and are permanently connected to City water and sewer service. This definition excludes all accessory structures not intended to be occupied by employees and/or the public.~~
- GI. "Person" is meant to include individual natural persons, partnerships, joint ventures, societies, associations, clubs, trustees, trusts, or corporations; or any officers, agents, employees, or representatives thereof, in any capacity, acting either for him or herself, or for any other person, under designation, appointment, or otherwise pursuant to law.**
- HJ. "Premises" means any Ooffice, property, retail space, structure or portion thereof occupied for Bbusiness use, the facilities and appurtenances in the structure, and the grounds, areas and facilities held out for the use of Bbusiness.**
- ~~K. "Safety Inspection Certificate" is a certificate for a business, or occupation, at a specific premises acknowledging inspection for Uniform Safety Codes, or other ordinances and regulations, enacted for the purpose of protecting health, safety, and welfare of the public. The certificate is not intended, and shall not be used, to regulate or infringe upon the conduct of a business or profession and is not~~

~~intended, and shall not be used, to regulate, infringe or prohibit the practice of religion or religious beliefs.~~

- IL. "Property Manager" means a ~~P~~person who rents or leases rental units, including but not limited to, multi-family dwellings, excluding hotels or motels.
- JM. "Square **foot/feet/footage**" is the total number of square feet contained within the exterior walls of a ~~B~~building, suite, ~~O~~office, or ~~P~~premises used in, or available for, the ~~B~~business operation.
- KN. "Temporary premises" means any ~~B~~buildings, structure, vehicles, or other mobile structures temporarily occupied for ~~B~~business which are without a foundation and permanent connection to City water and sewer service. A temporary premises can exist for no more than ninety (90) calendar days in any twelve-month period. Temporary premises do not include sales booths, concession stands etc., which are operated in conjunction with a community sponsored event which is authorized by the City.
- ~~O. "Non-Resident Merchant" means any person who brings into temporary premises, a stock of goods, wares or articles of merchandise or notions or other articles of trade, and who solicits, sells, offers to sell, or exhibits for sale, such stock of goods, wares, articles of merchandise, notions, or other articles of trade.~~
- LP. "Year" for specific ~~Special-Business Licenses and Safety Inspection Certificate~~ purposes, means a period of time of twelve (12) months commencing each year on January 1 and ending December 31 of the same year.
- ~~Q. "Non-Resident Service Contractor" is any person, not residing within the City limits of Great Falls, engaged or employed in the business of providing services for hire. This includes persons engaged in contract construction, painting and drywall, landscape installation and maintenance, janitorial, and service contractors of all kinds including computer technicians and copier maintenance.~~
- MR. "Uniform Safety Codes" as used herein, shall mean the most recent version of the International Building Code, International Fire Code, International Property Maintenance Code, in whole or in part, which have been adopted by the City of Great Falls and referenced in OCCGF Titles 15, 16 and Title 17.
- NS. "Alarm Agent **Business License**" is a license issued by **the City of Great Falls Planning and Community Development** to a ~~P~~person, ~~B~~business, occupation, or other entity engaged in selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, or installing any alarm system (as defined in 5.3.6.010) or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved, or installed any alarm system in, or on, any ~~B~~building, structure, or facility.
- O. **"Mobile Food Vendor" means a Person or Business peddling, vending, selling, displaying, or offering a consumable item for sale from a portable vehicle. Mobile Food Vendors can operate in various forms including, but not limited to, food trucks, food trailers, food vending carts and the like. Temporary buildings and children's vending stands are excluded from this definition.**

(Ord. 3272, 2025; Ord. 3233, 2021; Ord. 3168, 2017).

### 5.1.020 Application of regulations.

- A. **Every Business in the jurisdictional limits of the City of Great Falls shall be required to obtain a Business License to ensure that the Business and commercial Building and/or operation comply with Uniform Safety Codes and other ordinances and regulations enacted for the purpose of protecting the health, safety, and welfare of the public.**
- BA. ~~A certificate and special B~~business **License or certificate** shall be obtained in the manner prescribed herein for each branch establishment **or separate Business**, including **multiple office suite Buildings**, off-site

warehouses, distributing plants, multi-family dwellings of four (4) or more units **with a common area**, or any location of the ~~B~~business engaged in, as if each such branch establishment or location were a separate ~~B~~business. However, on-site warehouses and distributing plants used in connection with and incidental to an authorized ~~B~~business shall not be deemed to be separate places of ~~B~~business or branch establishment. **For multi-family dwelling units of four (4) or more units, only the indoor commonly accessed area(s) shall require a Business License. For multiple office (non-residence) suite Buildings, the commonly accessed area(s) and each individual Business occupying a space in the Building shall have separate Business Licenses.**

- CB. No certificate or special license shall be required of any ~~P~~person for any mere delivery in the City of any property purchased or acquired in good faith from such ~~P~~person at the regular place of ~~B~~business outside the City where no intent by such ~~P~~person is shown to exist to evade the provisions of this chapter.
- DC. All ~~family~~/group day care facilities and all -day care centers shall obtain a **Business License** ~~Safety Inspection Certificate~~ and shall supply copies of applicable Montana State Licenses to the Great Falls Fire Rescue Department. **In home day cares shall obtain a Home Occupation Certificate.**
- ED. All independently owned and operated businesses located within a single ~~B~~building, shall each obtain a **Business License** ~~Safety Inspection Certificate~~.
- F. **Any Person or Business brewing, selling, or dispensing Beer, Wine, Liquor, or other Alcoholic Beverages must obtain a Business License, there is an additional fee associated with the sale of Alcoholic Beverages.**
  - 1. The fee will be assessed by the type of alcohol license issued, such as Beer only, Beer and Wine, or all-Alcoholic Beverages. These additional fees can be found in the GFFR fee schedule adopted by the City Commission.
  - 2. Home brewing for personal consumption does not apply.
- G. **All cannabis associated Businesses shall obtain a Business License, an additional fee is associated with the sale of cannabis.**
- H. **Mobile Food Vendors shall obtain a Business License.**
- I. **Non-Resident Merchants shall obtain a Business License in order to stock goods, wares or articles of merchandise or notions or other articles of trade, and to solicit, sell, offers to sell, or exhibits for sale, such stock of goods, wares, articles of merchandise, notions, or other articles of trade.**

(Ord. 3272, 2025; Ord. 3168, 2017).

### 5.1.030 Authority and Appeals – for denial of application.

- A. Unless otherwise specified in this Title, if an application for a license, certificate, or permit is denied or revised in a way which is unacceptable to the applicant, the applicant may appeal the decision to the City Manager in writing within fifteen (15) calendar days. The City Manager or designee shall review the application and uphold, reverse, or revise the decision on the application. If applicant makes no such appeal, the initial determination shall stand.
- B. If the City Manager upholds or revises the determination of the application for a license, certificate, or permit, the applicant may appeal the decision to the City Commission in writing within fifteen (15) calendar days. The Commission shall review the application in a public meeting and uphold, reverse or revise the decision on the application. If applicant makes no such appeal, the City Manager's determination will stand.

- C. Unless otherwise specified in this Title, appeals to the City Commission of the denial, revocation or suspension of ~~Safety Inspection Certificates, Special Business Licenses~~, Home Occupation Certificates, or other licenses or permits under this title shall comply with the provisions of 1.2.040.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### 5.1.040 Procedure for issuance of certificates, permits or ~~special~~ licenses.

- A. ~~Safety inspection certificates~~ **Business Licenses** shall be issued by the **City of Great Falls** ~~Great Falls Fire Rescue Department~~ pursuant to the provisions of this Title.
- B. Home Occupancy certificates, special licenses and other certificates, permits and licenses shall be issued by the **City of Great Falls** ~~Planning and Community Development Department~~ pursuant to the provisions of this Title.
- C. Prior to issuing a certificate, permit, or ~~special-B~~ **Business License**, the applicant shall:
1. Be in compliance with all Zoning and Uniform Safety Codes and have permanent water and sewer service provided by the City (non-resident licenses exempted);
  2. Submit a completed application accompanied by the full amount of the applicable fee;
  3. Be current in the payment of all City fees and assessments; and
  4. Have no other outstanding obligations to the City.
- D. The applicant may change location provided:
1. The applicant complies with all Zoning and Uniform Safety Codes; and
  2. The applicant obtains a new certificate, permit, or ~~special-B~~ **Business License** for the change of location.
- E. **If a business is sold, the new owner shall apply for a license in their name. This includes if the business name is not changing.**
- FE. If a newly established ~~B~~ **business** is determined by the **City of Great Falls** ~~GFFR staff~~ to require a **Business License** ~~safety inspection certificate~~, said ~~B~~ **business** shall apply for a **Business License** ~~safety inspection certificate~~ and complete all the procedures pursuant to this section within ~~3060~~ days of that determination. Failure to do so shall constitute a violation of Section 5.2.010 of this Title.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### 5.1.050 Certificate, Permit and ~~special-business~~ license fees.

- A. All certificate, permit or ~~special-B~~ **Business License** fees shall be defined by resolution adopted by the City Commission. Such fees shall reasonably relate to the cost of issuing the certificate or special license and the additional cost of inspections.
- B. New ~~B~~ **businesses**, ~~excluding Non-Resident Merchants~~, established within the last ninety (90) days of the calendar year shall not pay the ~~initial~~ annual renewal fee **for the following calendar year**.
- C. No rebate or refund of any certificate, permit, or special ~~B~~ **Business License** fee, or part thereof, shall be made.
- D. Offices or ~~B~~ **buildings** that are owned and operated by the United States Government, The State of Montana, or Cascade County may be subject to inspection but are exempt from applicable fees under this Title. However, this exemption does not apply to privately owned ~~B~~ **businesses** operating on exempt property.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### 5.1.060 Certificate, permits and ~~special business~~ license duration — renewal.

- A. All **new or timely renewed** certificates, permits or ~~special B~~business Llicenses issued pursuant to this Title shall **be valid for the calendar Year in which such Business License is first issued or subsequently renewed**, ~~expire on December 31 of the year in which such certificate, permit or special business license is issued~~, unless otherwise specified.
- B. ~~Failure~~ Every license, certificate or permit holder under this Title shall have until **March 1 of each calendar Year** to renew a certificate, permit or ~~special business~~ license and to remit all applicable fees ~~within sixty (60) days after expiration shall result in immediate revocation of said certificate, permit, or license~~. **Every license, permit, or certificate that is not timely renewed will expire at 12:00 a.m., Mountain Standard Time, on March 2 of each calendar Year. Once a license is expired, a new application must be submitted to comply with this Title.**
- C. Each day that any violation of this chapter occurs or continues may constitute a separate offense and may be punishable as a separate violation.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### 5.1.070 Late charge.

~~Failure to renew the safety inspection certificate or special a B~~business Llicense by ~~March 1~~**December 31** of the ~~each year following the year~~ in which such certificate, permit, or special ~~B~~business Llicense is issued, shall result in a delinquent charge as determined by Commission resolution.

(Ord. 3272; 2025; Ord. 3168, 2017).

#### 5.1.080 Duties of license, permit or certificate holder.

- A. Every license, permit, or certificate holder under this Title shall permit all reasonable inspections of the ~~B~~business Ppremises by public authorities to carry out the intent of this Title.
- B. Every licensee, permit, or certificate holder under this Title shall post the certificate or ~~special~~ license on the ~~P~~premises or carried on the ~~P~~person where an individual license is required.
- C. The certificate, permit, or license holder may transfer the certificate, permit or ~~special-B~~business Llicense to ~~another business~~ **a new owner, operating the same or similar Business** at the same location, **under the same Business name**, in accordance with established City procedures. **The new owner shall complete a new Business License application and pay the transfer of ownership fee. If, however, the new Business is not similar to the prior Business and/or the Business name is changed, the new owner shall complete a new Business License application and pay the initial license fee.**

(Ord. 3272, 2025; Ord. 3168, 2017).

#### 5.1.090 Certificate, permit or ~~special~~ license — revocation or suspension.

- A. ~~The~~**An active** certificate, permit, or special license may be revoked or suspended when the license, permit or certificate holder violates this Title.

- B. The following procedure will be followed in revoking or suspending an **active** certificate or license:
1. A written notice shall be mailed or personally delivered to the license, permit, or certificate holder, by the City staff, at least fifteen (15) calendar days prior to revocation or suspension;
  2. The notice shall state the reason(s) for the action;
  3. Within fifteen (15) calendar days of the date of the written notice, the license, permit, or certificate holder may request a review of the proposed action;
  4. When a review is requested, a meeting shall be set between City staff, the City Manager or designee, and the requesting license, permit, or certificate holder; and
  5. Following the review, the City Manager or designee will determine, in writing if a suspension or revocation is warranted.
- C. If conditions are determined to cause an immediate threat to health or safety, the City Manager or designee shall immediately suspend the certificate or special business license until such condition is remedied.
- (Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.1.100 Appeal – of revocation or suspension.**

Except as stated in this Title, all appeals of a suspension or revocation of a license, permit or certificate granted, shall be filed in writing by any license, permit, or certificate holder to the City Commission within fifteen (15) calendar days of the date of the written determination to suspend or revoke the certificate, permit or license.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.1.110 Severability.**

If any part of this Title is for any reason held to be invalid, or unconstitutional, such decision shall not affect the validity, or constitutionality of the remaining portions thereof.

(Ord. 3168, 2017).

#### **5.1.120 Violation Penalty.**

- A. It is unlawful for any Person to operate a business within the Incorporated City limits without a valid Business License. Unless otherwise specified in this Chapter, any Person who violates or fails to comply with any of the provisions of this Chapter, is guilty of a misdemeanor, punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both. Additionally, the Court, within its discretion, may order the Business to cease all operation until it complies with this Chapter.
- B. A business operating within the incorporated City limits without a valid Business License, hereby declared a Nuisance as defined by OCCGF Title 8, Chapter 49.

(Ord. 3272, 2025)

Title 5 - BUSINESS LICENSES, PERMITS, AND SAFETY INSPECTION CERTIFICATES  
Chapter 2 SAFETY INSPECTION CERTIFICATE AND HOME OCCUPATION CERTIFICATE

## Chapter 2 ~~SAFETY INSPECTION CERTIFICATE AND~~ HOME OCCUPATION CERTIFICATE

### Sections:

#### **5.2.010 Safety inspection certificate.**

- A. ~~Every business, in a building or office, in the jurisdictional limits of the City of Great Falls shall be required to obtain a Safety Inspection Certificate to ensure that the building, store, or office complies with applicable building, fire, or safety codes, and other ordinances and regulations that have been enacted by the City for the purpose of protecting the health, safety, and welfare of the public.~~
- B. ~~A Safety Inspection Certificate fee is authorized.~~
- C. ~~In any multiple business, suite/office structure:~~
1. ~~Each independently owned and operated business with a separate business address, within said building or structure, shall be required to obtain a certificate; and~~
  2. ~~The building owner/agent shall obtain a certificate for indoor commonly accessed areas.~~
- D. ~~For multi-family dwelling units of four (4) or more units, only the indoor commonly accessed areas shall require a certificate.~~
- E. ~~It is unlawful for any person to operate a business within the incorporated City limits without a valid Safety Inspection Certificate. A violation of this section is punishable by a term not to exceed 6 months in jail, a fine of not more than \$500, or both. Additionally, the Court within its discretion, may order the business to cease all operation until it complies with this Title.~~
- F. ~~A business operating within the incorporated City limits without a valid Safety Inspection Certificate, is hereby declared a Nuisance pursuant to OCCGF Title 8, Chapter 49.~~
- G. ~~In addition to any penalties listed in this Chapter, the City may refer any outstanding delinquent Safety Inspection Certificate Fees, pursuant to this Chapter, to collections by a collection agency authorized to conduct business in Montana.~~

(Ord. 3272, 2025; Ord. 3227, 2021; Ord. 3168, 2017).

#### **5.2.0120 Home Occupation Certificate.**

The establishment of a Home Occupation shall require a certificate issued by the City of Great Falls through the Planning and Community Development Department. **Businesses operated from the home require a Home Occupation Certificate, which is administered by the City of Great Falls Planning and Community Development Office.** A Business License Safety Inspection Certificate is not required for the issuance of a Home Occupation Certificate.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.2.0230 Issuance — revocation of certificate.**

- A. Applications for Home Occupation Certificates shall include:

1. A site plan indicating what portion of the dwelling will be used for the business; and
  2. A complete description of the type of business to be conducted.
- B. The Home Occupation Certificate holder may appeal the denial or revocation of a Home Occupation Certificate to the Great Falls Board of Adjustment pursuant to Title 17 of this Code.
- C. Review and/or revocation of the Home Occupation Certificate shall occur:
1. Upon receipt of a written request for revocation from any two (2) adjacent property owners, a hearing shall be held by the Board of Adjustment. The finding of the Board of Adjustment shall be presented to the City Commission and, unless a majority of the City Commissioners disagree, shall become binding sixty (60) days after presentation to the City Commission; or
  2. Upon verification of any violation of this chapter, the City shall review the certificate in question. Upon the finding that the Home Occupation is no longer compatible with the neighborhood, violates the terms of the Home Occupation Certificate, the said Home Occupation Certificate shall be revoked.
- D. It is unlawful for any person to operate a business, in a dwelling, within the incorporated City limits of Great Falls without a valid Home Occupation Certificate. A violation of this section is punishable by a term not to exceed 6 months in jail, a fine of not more than \$500, or both.
- E. A business operating, within a dwelling, within the incorporated City limits and without a valid Home Occupation Certificate, is hereby declared a Nuisance pursuant to OCCGF Title 8, Chapter 49.

(Ord. 3272, 2025; Ord. 3168, 2017).

## 5.2.0340 Home Occupation requirements.

Home Occupations may be permitted wherein the use meets the following requirements and the applicant provides proof of said compliance:

- A. **Appearance.** The activity must be conducted in a manner so as not to give an outward appearance, nor manifest any characteristics of, a business in the ordinary meaning of the terms, nor shall it create undue amounts of traffic which would infringe upon the right of neighboring residents to enjoy the peaceful occupancy of their home.
- B. **Employees.** That portion of the Home Occupation conducted at the dwelling unit must be carried on by at least one (1) resident of the dwelling unit. In addition, non-resident employees are permitted where the aggregate hours worked by those non-resident employees do not exceed forty (40) hours per week and when no more than two (2) employees are present at one (1) time.
- C. **Location.** For Home Occupations in which services are rendered at the customer's location, the use of the dwelling unit shall be limited to the office portion of the business.
- D. **Secondary use.** The Home Occupation must be incidental and secondary to the use of the dwelling unit as a residence.
- E. **Area.** A maximum of thirty (30) percent of the dwelling may be dedicated to the Home Occupation.
- F. **Exterior Use.** No exterior storage of material, equipment, or any variation from the residential character of the principal building shall be permitted.
- G. **Noise, etc.** No offensive noise, vibration, smoke, dust, odor, heat or glare shall be produced by the Home Occupation activities permitted by the Certificate.
- H. **Delivery.** No material or commodities shall be delivered to or from the residence which are of such bulk or quantity as to create undesirable traffic or congestion.

- I. **Weight.** No materials or commodities shall be placed within the ~~B~~building which exceed the allowable floor loading of forty (40) pounds per ~~S~~square foot.
- J. **Parking.** No parking of customers' vehicles shall be permitted in a manner of frequency so as to cause a disturbance or inconvenience to neighboring residents or so as to necessitate off-street parking. Business vehicles shall not exceed one (1) ton rated capacity, shall not utilize on-street parking, and shall be parked on the ~~P~~premises identified in the Home Occupation Certificate.
- K. **Sign.** No exterior sign or display shall be permitted, except for one (1) non-illuminated name plate, or Home Occupation sign. Signs for Home Occupations allowed in residential homes are allowed one (1) non-illuminated sign, no larger than six (6) ~~S~~square feet in area per face and six (6) feet in height. Signs must be placed a minimum of twelve (12) feet from the back of the curb, and in compliance with 17.32.160.
- L. **Garage.** The Home Occupation cannot be conducted upon the area provided to fulfill the off-street parking requirements for the dwelling unit on the lot, including but not limited to garage space.

(Ord. 3272, 2025; Ord. 3168, 2017).

## Chapter 3 SPECIAL BUSINESS AND CONSTRUCTION LICENSES, CERTIFICATES, AND PERMITS

### Articles:

### ***Article 12 COMMERCIAL GARBAGE LICENSE***

### Sections:

#### **5.3.12.010 Commercial Ggarbage Llicense.**

- A. No ~~P~~person, or ~~B~~business, shall engage in the business of collecting or removing garbage from any business or residence in the City without first obtaining a ~~C~~commercial ~~G~~garbage ~~L~~license.
- B. All equipment used by the collector under a ~~C~~ity ~~C~~ommercial ~~G~~garbage ~~L~~icense for collection and hauling of refuse, shall be constructed and maintained to prevent leakage, spillage, or overflow. All portions of the collection vehicle shall be kept clean and sanitary, and shall be clearly identified by assigned equipment number and with the firm and local telephone number affixed thereto.
- C. A commercial garbage collector shall have applied for, and received, the proper Montana Public Service Commission (PSC) permit.
- D. A current list of all services provided shall be submitted to the City Public Works Department, containing the following information:
  - 1. The names and addresses of each residence served;
  - 2. The names and addresses of each commercial establishment, including multifamily dwellings containing three (3) or more separate dwelling units;
  - 3. The number and size of the containers at each commercial site;
  - 4. The number of times each container is picked up per week; and

5. An estimate of the weekly volume of refuse removed from the site which is outside of regular containers.
- E. The City of **Great Falls** reserves the right to deny, or revoke, a **Ceommercial Ggarbage Llicense** for just cause, upon written complaint, with regard to the conduct of the service provider, quality of services rendered, or business and/or marketing practices.

(Ord. 3272, 2025; Ord. 3168, 2017).

## ***Article 23 PAWNSHOPS, SECONDHAND STORES AND VALUABLE ARTICLE DEALERS***

### **5.3.23.010 Definitions.**

The following words and phrases when used in this article shall have the following meanings:

- A. "Customer" means any **Pperson** or entity who deposits, pledges, sells, trades, barter, consigns, or exchanges personal property, secondhand goods, wares, merchandise, or other valuable things to an operator as set forth in this section.
- B. The term "Operator" includes the following:
  1. "Pawnbroker" which means any **Pperson** or entity who loans money on deposit, pledge of personal property or any valuable thing, or who deals in the purchasing of personal property, or valuable things, on condition of selling the same back at a stipulated price, whether he does the same for himself or as an agent of some **Pperson** or firm or corporation, who by any means, method, or device loans money for personal property when the same is deposited for security or is deposited for any other purpose; and
  2. "Secondhand Dealer" or "Valuable Article Dealer" which means any **Pperson** or entity who, within the City, as a business; engages in the purchase, sale, trade, barter, consignment, recycling, or exchange of secondhand goods, wares or merchandise; or any **Pperson** who keeps any store, shop, room, or place where secondhand goods, wares, or merchandise of any kind or description are bought, sold, traded, bartered, consigned, recycled, or exchanged is defined as a secondhand dealer or valuable article dealer within the meaning of this chapter; provided, however, that this chapter shall not apply to bona fide trade or turn-ins of secondhand goods, wares or merchandise or other goods where no cash is transferred or paid by the merchant.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.23.020 Register required.**

Any **Ooperator** who engages in the activities set forth in 5.3.3.010 shall keep a legible written register, or record, of all property purchased or taken under that section, along with:

- A. A description of each article, including, but not limited to, identification number, serial number, model number, brand name, or other identification marks on such article; and a description by weight and design of precious and semi-precious metals or stones;
- B. The **Ceustomer's** name and date of birth;
- C. The **Ceustomer's** current address; and

- D. The Customer's identification from one of the following:
  - 1. A valid state identification card;
  - 2. A valid state driver's license;
  - 3. A military identification card;
  - 4. A valid passport;
  - 5. An alien registration card; or
  - 6. An official identification document lawfully issued by a state or federal government.
- E. Records shall be retained for a period of two (2) years from the initial transaction. Such register shall be subject to examination by the Great Falls Police Department (GFPD), or other state or federal law enforcement agency, at any and all times.
- F. On a periodic basis, no later than 5:00 p.m. on Friday of each week's transactions, every Operator shall file, upload, or record all registers or records of transactions, to an electronic database as designated by the Chief of Police or agent of the GFPD. If the transactions have not been entered into electronic database according to this section, the GFPD shall stop any further transactions by the Operator, until the Operator is in compliance.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.23.030 Duration articles must be held.**

For seven (7) days following the electronic filing of the register or record of a transaction into the **Great Falls Police Department** database under this section, Operators shall not dispose of the property purchased or taken, alter the property from the form in which it was received, or transfer the property to another location.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.23.040 Violation; penalty.**

- A. Subject to subsection (B.) of this section, each Operator who violates this chapter shall be fined one hundred dollars (\$100.00) for each item received by the Operator, that the Customer illegally obtained, or did not have authority to deposit, pledge, sell, trade, barter, consign, or exchange, or otherwise provide to the Operator.
- B. This fine will be waived if the Operator has properly and timely reported the item or items into the police database.
- C. All fines collected under this section will be directed to the Police Department for maintenance of the designated database.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.23.050 Extensions; exclusions.**

The Chief of Police, or designee, may for good cause shown, grant an Operator a written extension to the deadlines herein, or an exclusion from these requirements based upon the type or value of property.

(Ord. 3272, 2025; Ord. 3168, 2017).

Title 5 - BUSINESS LICENSES, PERMITS, AND SAFETY INSPECTION CERTIFICATES  
 Chapter 3 - SPECIAL BUSINESS AND CONSTRUCTION LICENSES, CERTIFICATES, AND PERMITS  
 Article 4 ALCOHOLIC BEVERAGES

## **Article 34 ALCOHOLIC BEVERAGES**

### **Sections:**

#### **5.3.34.010 Definitions.**

The following words and phrases when used in this article shall have the following meanings:

- A. "Alcohol" means ethyl alcohol, also called ethanol, or the hydrated oxide of ethyl.
- B. "Alcoholic Beverage" means a compound produced and sold for human consumption as a drink that contains more than one-half of one (0.5) percent of ~~A~~alcohol by volume;
- C. "Malt Beverage" means an ~~A~~alcoholic ~~B~~beverage made by the fermentation of an infusion or decoction, or a combination of both, in potable brewing water, of malted barley with or without hops or their parts or their products and with or without other malted cereals and with or without the addition of un-malted or prepared cereals, other carbohydrates, or products prepared from carbohydrates and with or without other wholesome products suitable for human food consumption.
- D. "Beer" means:
  - 1. an alcoholic ~~M~~malt ~~B~~beverage containing not more than 8.75% of ~~A~~alcohol by volume; or
  - 2. an ~~A~~alcoholic ~~B~~beverage containing not more than 14% ~~A~~alcohol by volume:
    - i. that is made by the alcoholic fermentation of an infusion or decoction, or a combination of both, in potable brewing water, of malted cereal grain; and
    - ii. in which the sugars used for fermentation of the ~~A~~alcoholic ~~B~~beverage are at least seventy-five (75) percent derived from malted cereal grain measured as a percentage of the total dry weight of the fermentable ingredients.
- E. "**Alcoholic Business License**" means a license issued by this City to a qualified ~~P~~person, under which it is lawful either for the licensee to brew, sell or dispense ~~B~~beer or to sell and dispense liquor, respectively, as provided in this chapter.
- F. "Premises" means the ~~B~~building or specific portion of any ~~B~~building in which the ~~L~~liquor and/or ~~B~~beer business is conducted and those areas in which the ~~R~~etailer operates a sidewalk café, open-air restaurant or tavern outside of and adjacent to the licensed building and to which patrons are permitted free access from said ~~B~~building. Where a ~~R~~etailer conducts as a single business enterprise two (2) or more bars located on the same premises and which have such intercommunication as will enable patrons to move freely from one (1) bar to another without leaving the premises, the various bars shall be regarded as but one (1) premises for which but one (1) license is required. In all other cases, licenses must be obtained for each bar even though operated in the same ~~B~~building with another bar.
- G. "Liquor" means an ~~A~~alcoholic ~~B~~beverage except ~~B~~beer and ~~W~~wine. The term includes a caffeinated or stimulant-enhanced ~~M~~malt ~~B~~beverage.
- H. "Retailer" means any ~~P~~person engaged in the sale and distribution of ~~B~~beer, either on draft or in bottles, to the public.

- I. "Wine" means any ~~A~~alcoholic ~~B~~beverage made from or containing the normal alcoholic fermentation of the juice of sound, ripe fruit or other agricultural products without addition or abstraction, except as may occur in the usual cellar treatment of clarifying and aging and that contains more than one-half of one (0.5) percent but not more than twenty-four (24) percent of ~~A~~alcohol by volume. Wine may be ameliorated to correct natural deficiencies, sweetened, and fortified in accordance with applicable federal regulations and the customs and practices of the industry. Other ~~A~~alcoholic ~~B~~beverage not defined in this section but made in the manner of wine and labeled and sold as wine in accordance with federal regulations are also wine.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.3.34.020 Alcoholic Business ~~beverage~~ License required.**

- A. Any ~~P~~erson or ~~B~~usiness brewing, selling, or dispensing ~~B~~beer, ~~W~~wine, ~~L~~iquor, or other ~~A~~alcoholic ~~B~~beverage must obtain a City ~~A~~alcoholic ~~B~~usiness ~~beverage~~ License in addition to other permits or licenses which may be required.
- B. Such license shall authorize the conduct of business under one of the following specific categories:
  1. ~~B~~beer;
  2. ~~B~~beer and ~~W~~wine; or
  3. all-~~A~~alcoholic ~~B~~beverages.
- C. This section does not pertain to individuals' home brewing for personal consumption.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.3.34.030 Special event ~~A~~alcoholic ~~B~~beverage license required.**

**Any Person or business providing off-Premises Alcoholic Beverages to third parties must obtain a City special event Alcoholic Beverage license or permit,** A ~~s~~Special ~~e~~Event Alcoholic Beverage ~~L~~icense or ~~p~~Permit is required in addition to the **City's Alcoholic Business License and the State's special permit or license for ~~B~~beer or ~~B~~beer and ~~W~~wine.** The ~~s~~Special Alcoholic Beverage ~~L~~icense shall be in effect for the period established by the State and will expire at the end of that period.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.3.34.040 Catering license required.**

Any ~~P~~erson or ~~B~~business providing off-~~P~~remises food or non-alcoholic beverages to third parties must obtain a City Catering license in addition to other permits or licenses required under this Title. This does not pertain to individuals' home food or non-alcoholic beverage preparation for personal consumption.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.3.34.050 Additional Catering endorsement required.**

- A. ~~An Alcohol Beverage license, or a Special Event Alcoholic Beverage License, and a Catering License or Endorsement are required for the conduct of off-premise alcoholic beverage catering, in addition to other required permits or licenses;~~

- AB.** Any ~~A~~alcoholic ~~B~~beverages licensee may obtain A ~~s~~Special ~~e~~Event Alcoholic Beverage ~~L~~icense or ~~p~~Permit with a ~~c~~Catering ~~e~~Endorsement, as applicable, for all the catering and/or sale of ~~A~~alcoholic ~~B~~beverages, to persons attending a special event, upon ~~P~~remises within the City not otherwise licensed for the sale of ~~A~~alcoholic ~~B~~beverages;
- BC.** Any Alcoholic Beverages licensee and/or ~~s~~Special ~~e~~Event Alcoholic Beverage licensee, with an ~~Alcoholic~~ ~~c~~Catering ~~e~~Endorsement, shall at least seventy-two (72) hours prior to each special event, submit a license application describing the location of the event, the nature of the event, and the period during which the event is to be held; and
- CD.** Special ~~e~~Event Alcoholic and/or ~~c~~Catering ~~L~~icensees **(including catering endorsement)** will indemnify, defend and hold harmless the City from any and all claims, damages, losses and expenses arising from the event. The ~~L~~icensee shall be required to carry insurance for comprehensive general liability, automobile liability and designated ~~P~~remises in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, and list the City as an additional named insured under the policy. Documentation of such insurance must be provided to the City at least seventy-two (72) hours prior to the event.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.4.060 Teen night license.**

~~A license will be issued by the Planning and Community Development Department, or other authorized designee, to any person for any premises within the City, where beer or liquor is sold, for the purpose of establishing and conducting a teen night where:~~

- ~~A. Any and all Alcoholic Beverages on the premises have been stored away out of sight and shall remain locked and secured for so long as the premises are open as a teen night;~~
- ~~B. All signs advertising or referencing alcohol shall be removed or covered when the premises is open as a teen night;~~
- ~~C. The only patrons permitted on the premises other than the proprietor, his employees, and parents of patrons shall be individuals verifying identification through current high school identification and/or driver's license cards between 6:00 p.m. and thirty (30) minutes prior to curfew and anyone verifying their age over eighteen (18) after curfew on designated days of the week;~~
- ~~D. Registration of the name, age, and address of the licensee's employees (a minimum of four (4)) who shall be responsible for security of the premises including parking lots to be patrolled a minimum of three (3) times per hour while the premises is open as a teen night, and who shall ensure that any and all dangerous drugs as defined by the Montana Criminal Code, Alcoholic Beverages, weapons, or any other dangerous substances are excluded from the premises except Alcoholic Beverages that may have otherwise been locked away and secured thereon.~~
- ~~E. Anyone under the influence of drugs or alcohol shall be excluded from the premises. Where any violations of this Code or laws of the State of Montana are observed, security personnel shall immediately notify the GFPD.~~
- ~~F. For so long as the premises is open as a teen night, smoking of tobacco or vapor products as defined under the Montana Code Annotated, including Mont. Code Ann. §16-11-302, shall be prohibited on the premises, and notice thereof shall be conspicuously posted.~~
- ~~G. If an establishment is unable to abide by these provisions, the City teen night license may be revoked in accordance with licensing procedures.~~

(Ord. 3272, 2025; Ord. 3168, 2017).

## **Article 45 NON-RESIDENT VENDOR LICENSE**

### **Sections:**

#### **5.3.45.010 Non-resident vendor Business License required.**

- A. Each individual engaging in ~~Non-Resident A~~ vendor who is based outside the City, who conducts business or commercial enterprise within the City, must first obtain a ~~nNon-rResident vVendor~~ **Business License**. The **Business Non-Resident Vendor License** must be obtained prior to soliciting any customer or offering any goods or products for sale.
- B. No vendor shall park a vehicle, or any other movable temporary device, on any public street, alley, or private lot for more than four (4) hours in any eight-hour period at one (1) location. The parking of a vehicle, or other moveable device within three hundred (300) feet of the original location is considered one (1) location.
- C. The **Business Non-resident Vendor License** can be obtained from the **City of Great Falls Planning and Community Development Department** during regular working hours.
- D. A short-term **Business Non-Resident Vendor License** may be granted on a short-term basis and shall be good for one (1) week from the date of issuance. A long-term license is good from the issue date through December 31, of the same year, and may be renewed upon its expiration.
- E. The City reserves the right to deny or revoke a license, upon receiving written citizen complaints regarding the vendor, merchandise, or practices.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.3.45.020 Non-Resident Mmerchant special Bbusiness License required.**

- A. Any individual or entity engaged in any business within the City that is defined or administratively determined to be classified ~~nNon-rResident mMerchant~~ must first obtain a ~~nNon-rResident mMerchant~~ **special Bbusiness License** from the City of Great Falls. This **special Bbusiness License** must be obtained prior to soliciting any customer, offering any merchandise or products for sale, or bringing any stock of goods, wares, or other articles of trade to a ~~Ttemporary Ppremise~~.
- B. A ~~nNon-rResident mMerchant~~ may apply for a ~~Non-Resident Merchant special Bbusiness License~~ from the **City of Great Falls Planning and Community Development Department** during normal business hours.
- C. The license is valid for a period of six (6) months and may be renewed once thereafter during in any twelve-month period.
- D. The City reserves the right to deny or revoke, upon written complaint, a ~~nNon-rResident mMerchant special Bbusiness License~~ for just cause with regard to the conduct of the merchant, suitability of any merchandise, or business and/or marketing practices.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.3.45.030 Non-Resident Sservice Ccontractor special Bbusiness License required.**

- A. Any individual or entity engaged in any business within the City that is defined or administratively determined to be classified ~~nNon-rResident sService cContractor~~, must first obtain a ~~Non-Resident Service~~

~~Contractor special license from the City~~ **Certificate from the City of Great Falls and must have a Business License to operate within the City.** This ~~special B~~ **Business L**icense must be obtained prior to soliciting any customer, offering or advertising any service, or performing any such service.

- B. A ~~nNon-rResident sService cContractor~~ may apply for a ~~Non-Resident Service Contractor special B~~ **Business L**icense from the **City of Great Falls Planning and Community Development Department** during normal business hours.
- C. This ~~nNon-rResident sService cContractorspecial B~~ **Business L**icense is valid from the date of issuance to December 31 and may be renewed upon its expiration.
- D. The City reserves the right to deny, or revoke, a ~~nNon-rResident sService cContractor~~ **Business L**icense is for just cause, upon written complaint, with regard to the conduct of the service contractor, quality of services rendered, or business and/or marketing practices.

(Ord. 3272, 2025; Ord. 3168, 2017).

## **Article 56 ALARMS AND ALARM SYSTEMS<sup>2</sup>**

### **Sections:**

#### **5.3.56.010 Definitions.**

Unless otherwise specified, the following words and phrases when used in this article shall have the following meanings:

- A. "Alarm agent" means any ~~P~~person who is directly or indirectly employed by an ~~A~~alarm business, whose duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving or installing any ~~A~~alarm system on or in any ~~B~~building, structure or facility.
- B. "Alarm business" means any individual, partnership, corporation, or other entity engaged in selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, or installing any ~~A~~alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved, or installed any ~~A~~alarm system in, or on, any ~~B~~building, structure, or facility.
- C. "Alarm system" means any mechanical or electrical device which is designed, or used for:
  - i. the detection of an unauthorized entry into or fire or hazardous condition within a ~~B~~building, structure, or facility; and/or
  - ii. alerting others of the commission of an unlawful act within a ~~B~~building, structure, or facility; and which emits a sound or transmits a signal or message when actuated. Devices that are not designed or used to register alarms that are audible, visible or perceptible outside of the protected ~~B~~building, structure, or facility are not included within this definition, nor are auxiliary devices installed by a telephone or telecommunication company to protect company systems which might be damaged or disrupted by the use of an ~~A~~alarm system. ~~A~~alarm systems include, but are not limited to:
    - 1. direct dial telephone devices; and
    - 2. ~~A~~audible alarms and ~~P~~roprietor alarms.

<sup>2</sup>Ord. 3233, § 1(Exh. A), adopted Dec. 7, 2021, amended the title of Art. 6 to read as herein set out. The former Art. 6 title pertained to false alarms.

- D. "Audible alarm" means a device designed for the detection of unauthorized entry, fire or hazardous conditions on premises which generates an audible sound on the premises when it is actuated.
- E. "False alarm" means an alarm signal actuated by error, mistake, inadvertence, negligence, or unintentional act necessitating response by the public safety personnel, including but not limited to Great Falls Police Department, Great Falls Fire Rescue, and/or ambulance services, including alarms caused by the malfunction of the Alarm system, except the following:
  - 1. alarms caused by repair of telephone or communication equipment or lines;
  - 2. alarms caused by earthquakes, flood, windstorm, thunder, and lightning;
  - 3. alarms caused by an attempted illegal entry or analogous causes of which there is visible evidence; and
  - 4. alarms caused by power outages.
- F. "Proprietor alarm" means an alarm which is not serviced by an Alarm business.
- G. "Subscriber" means any Person who purchases, leases, contracts for, or otherwise obtains an alarm system or for the servicing maintenance of an alarm system from an alarm business.

(Ord. 3272, 2025; Ord. 3233, 2021; Ord. 3168, 2017).

#### **5.3.56.020 Audible alarm requirements.**

- A. Every Person maintaining an audible alarm shall notify the Police Department and/or Great Falls Fire Rescue with names and telephone numbers of the persons to be notified to render repairs of service, and secure the Premises, during any hour of the day or night that the alarm is actuated.
- B. Whenever any change occurs relating to the required written information, the applicant shall give written notice thereof to the Great Falls Police Department and/or Great Falls Fire Rescue of such change.

(Ord. 3272, 2025; Ord. 3233, 2021; Ord. 3168, 2017).

#### **5.3.56.030 Alarm Agent Business License required.**

- A. All Persons engaged in Alarm business to repair, service, alter, replace, remove, design, sell, lease, maintain, or install Alarm systems, shall obtain an Alarm Agent Business License from the City of Great Falls Planning and Community Development in accordance with the provisions of this title.
- B. The Alarm Agent licensee shall have in their possession an Alarm Agent License while engaged in alarm related business or activities.

(Ord. 3272, 2025; Ord. 3233, 2021; Ord. 3168, 2017).

#### **5.3.56.040 Exemptions.**

- A. The provisions of this chapter are not applicable to audible alarms affixed to automobiles.
- B. The provisions of this chapter do not include a Person who engages in the manufacture for sale of an Alarm system from a fixed location, and who neither visits the location where the Alarm system is to be installed nor designs the scheme for physical location and installation of the Alarm system in a specific location.

(Ord. 3272, 2025; Ord. 3168, 2017).

### 5.3.56.050 Penalty.

- A. Knowingly activating a ~~F~~false ~~A~~alarm when no unauthorized entry, fire or hazardous conditions exist is a violation of the provisions of Mont. Code Ann. 45-7-204, punishable by a fine not to exceed five hundred dollars (\$500.00) or imprisonment for a term not to exceed six (6) months, or both.
  - B. A first or second ~~F~~false ~~A~~alarm during any three hundred sixty-five (365) day period will result in a written notice being provided to the owner, licensee and/or other person responsible for the premises. A third or subsequent ~~F~~false ~~A~~alarm during any three hundred sixty-five (365) day period will result in an assessed administrative fee of one hundred dollars (~~\$250.00~~~~100.00~~) being imposed on the owner, licensee, and/or other ~~P~~person responsible for the ~~P~~premises.
  - C. Any fee under this article that remains unpaid for thirty (30) days or more is deemed delinquent and may be assessed against the ~~P~~premises as a special charge for current service or, in addition to any penalties listed in this Chapter, the City may refer any outstanding fees, pursuant to this Chapter, to collections by a collection agency authorized to conduct business in Montana.
  - D. This penalty section shall not be applicable to residential fire alarms in one or two-family dwellings.
- (Ord. 3272, 2025; Ord. 3233, 2021; Ord. 3168, 2017).

## Article 67 EMERGENCY MEDICAL SERVICES LICENSES

### Sections:

### 5.3.67.010 Definitions.

Unless otherwise specified, the following words and phrases when used in this article shall have the following meanings:

- A. "Ambulance" means a privately or publicly owned motor vehicle, or aircraft that is maintained and used for the transportation of medical patients.
- B. "Emergency Medical Services" means a pre-hospital emergency medical transportation or treatment service provided by an ~~A~~ambulance or similar vehicle.
- C. "License Certificate" means the City Emergency Medical Services License issued, or renewed, to any ~~P~~person engaging in the ambulance service business. A new Emergency Medical Services license shall be issued only after a favorable determination of ~~P~~public ~~C~~onvenience and ~~N~~ecessity by the City Commission.
- D. "License Year" means a fiscal year from July 1 through June 30 of each calendar year.
- E. "Patient" means an individual who is sick, injured, wounded, or otherwise incapacitated. The term does not include a ~~P~~person who is non-ambulatory, and who needs transportation assistance solely because that ~~P~~person is confined to a wheel chair as the person's usual means of mobility.
- F. "Person" means an individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or any other organization of any kind.
- G. "Public Convenience and Necessity" means qualified, fit, able, and willing to perform and provide ~~E~~mergency ~~M~~medical ~~S~~ervice fitting and suited to serve the public need within the City without substantially or significantly adversely impacting the public interest in the overall general provision of the ~~E~~mergency ~~M~~medical ~~S~~ervice within the City.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.67.020 License required.**

- A. No ~~P~~erson shall conduct or operate an ~~E~~mergency ~~M~~edical ~~S~~ervice within the City without first obtaining an Emergency Medical Services license as provided in this chapter.
- B. All Emergency Medical Services licenses shall be valid for a City License ~~Y~~year, or for the remainder thereof. An Emergency Medical Services license shall expire at the conclusion of each ~~License licensure~~ ~~Y~~year, and shall be renewable subject to the ability to meet the standards set by the City and the State Department of Health and Human Services, as to fitness and ability to provide ~~E~~mergency ~~M~~edical ~~S~~ervices.
- C. No Emergency Medical Services license shall be issued under this chapter, to any new applicant, unless the City Commission shall, after conducting a public hearing and review, finds that another ambulance service is in the public interest, for the ~~P~~ublic ~~C~~onvenience and ~~N~~ecessity, and that the applicant is fit, willing, and able to perform such public transportation, and to operate in compliance with Montana state law and the provisions of this chapter.
- D. If the City Commission finds that another ambulance service would be in the public interest, the City Commission shall authorize the issuance of an Emergency Medical Services License certificate of ~~P~~ublic ~~C~~onvenience and ~~N~~ecessity stating the name and address of the applicant, the location of the ~~E~~mergency ~~M~~edical ~~S~~ervice and the date of the issuance. If the City Commission does not find that public convenience and necessity would benefit from another ~~E~~mergency ~~M~~edical ~~S~~ervice provider, the application shall be denied. ~~E~~mergency ~~M~~edical ~~S~~ervices providers may continue to operate within the City, provided they comply with the provisions of this chapter and are in compliance with Montana state law.
- E. There must be paid to the City, with each application for, or renewal of, an Emergency Medical Services license, a license fee that shall be set by City Commission resolution.
- F. An Emergency Medical Services license is not transferable.
- G. An Emergency Medical Services license is non-exclusive.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.67.030 Criteria for license.**

Any ~~P~~erson desiring to obtain an Emergency Medical Services license required by this chapter shall demonstrate the ability to meet the requirements of Title 8, Chapter 9 of this Code.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.67.040 Revocation of license.**

The City may revoke an Emergency Medical Services license, if it finds that the licensee has:

- A. Violated any provision of this chapter or of the rules promulgated by the Montana Department of Health and Human Services or the Board of Medical Examiners, as contained in the Administrative Rules of Montana, or violation of policy, rules and procedure as outlined in the City of Great Falls Emergency Communications Center Policy Manual; and
- B. Failed or refused to remedy or correct the violation within the time and in the manner directed by the City.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.67.050 Notice and hearing required.**

- A. The City may deny or revoke an Emergency Medical Services license subject to:
  - 1. delivery to the applicant or licensee of a written statement of the grounds for denial or revocation of the subject license; and
  - 2. the opportunity for the applicant or licensee to answer at a hearing before the City Commission to show cause, if any, why the license should not be denied or revoked.
- B. Within ten (10) days of the written statement of grounds for denial or revocation, any applicant or licensee desiring a hearing before the City Commission shall make written application to the City Clerk's office requesting a stating the reasons for the applicant or licensee's request.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.67.060 Exemptions.**

The provisions and requirements of this chapter shall not apply to:

- A. The Great Falls Fire Rescue Department, except as provided in Montana state licensing requirements from the State's Board of Medical Examiners and the Department of Health and Environmental Services;
- B. Any ~~P~~person providing ~~E~~emergency ~~M~~medical ~~S~~services outside the City, who in the course of providing such services, transports a patient from outside the City into, or through, the City; and
- C. Any ~~P~~person providing ~~E~~emergency ~~M~~medical ~~S~~services within the City, who is providing such services at the request of the City, pursuant to a written mutual aid agreement, between the City and the ~~P~~person.

(Ord. 3272, 2025; Ord. 3168, 2017).

## ***Article 7 Development License Verification***

Sections:

### **5.3.7.010 Development License Verification.**

The City of Great Falls has the duty to ensure that individuals carrying out trade work within the city limits hold a valid State license or registration. The City is responsible for authorizing and overseeing work conducted within its jurisdiction, with the obligation to safeguard its residents, property, and interests.

### **5.3.7.020 Development License Verification application.**

Persons or Businesses seeking to perform work in the City of Great Falls requiring a current plumber, electrician, or medical gas license issued by the State of Montana, shall show on an annual basis evidence that the applicant, possesses current licensure from the State of Montana.

### **5.3.7.030 Commercial General Liability, Automobile, Worker's Compensation, and Bond Insurance.**

All applicants for Development License Verification must submit liability insurance policies to the Planning and Community Development Department. These policies shall include Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation, and a bond issued by an insurance carrier authorized to operate in the State. The limits for these policies will be determined by a resolution from the City Commission.

### **5.3.7.040 Development License Annual Term.**

- A. Except as provided in subsection (B.) of this part, all completed Development License Verification completed under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31. Renewals or new applicants applying after the expiration date shall pay fees as specified for the full Year.
- B. Applications after December 1, will receive licenses valid for the remainder of the Year plus the next calendar Year.

### **5.3.7.050 Development License Verification fee.**

The fee for completion of a Development License Verification shall be as set by City Commission resolution.

(Ord. 3272, 2025)

## **~~Article 8 PLUMBING CONTRACTOR'S LICENSE~~**

### **~~Sections:~~**

### **~~5.3.8.010 Plumbing contractor licensing.~~**

~~Any person, firm, corporation, or other entity who engages in the business of installation, alteration, maintenance, or repair of plumbing and drainage systems is required to have a plumbing contractor's license.~~

~~(Ord. 3272, 2025; Ord. 3168, 2017).~~

### **~~5.3.8.020 Licensing application.~~**

~~An applicant for a plumbing contractor's license shall show evidence that the applicant, or at least one (1) member of the firm or corporation, is the holder of a current master plumber's license issued by the State of Montana.~~

~~(Ord. 3272, 2025; Ord. 3168, 2017).~~

### **~~5.3.8.030 Insurance and bond.~~**

~~All applicants for licensing shall file with the Planning and Community Development Department a commercial general liability insurance policy issued by an insurance carrier authorized to do business in the State, with limits~~

established by City Commission resolution. Additionally, a license bond in the amount established by City Commission resolution shall be supplied to guarantee compliance with all laws and regulations applicable relative to the license and permits issued.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.3.8.040 License term.**

A. Except as provided in subsection (B.) of this part, all licenses issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31. Renewals or new applicants applying after the expiration date shall pay fees as specified for the full year.

B. Applications after December 1, will receive licenses valid for the remainder of the year plus the next calendar year.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.3.8.050 License fee.**

The fee for issuance of a plumbing contractor's license shall be as set by City Commission resolution.

(Ord. 3272, 2025; Ord. 3168, 2017).

## ***Article 810 MEDICAL GAS SYSTEMS***

### **Sections:**

#### **5.3.810.010 Contractor licensing.**

Any person, firm, corporation, or other entity who engages in the business of installation, alteration, maintenance or repair of medical gas systems is required to have a medical gas systems contractor's license issued by the Planning and Community Development Department. Medical gas is defined by Title 15 of this Code. Licenses issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.3.810.020 Application.**

An applicant for a medical gas systems contractor's license shall show evidence that the applicant, or at least one (1) member of the firm or corporation, is the holder of a current medical gas certificate.

(Ord. 3272, 2025; Ord. 3168, 2017).

#### **5.3.810.030 Insurance and bond.**

An applicant for a medical gas systems contractor's license shall meet the requirements of 5.3.8.030.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.810.040 Medical gas contractor license fee.**

The fee for issuance of a medical gas systems contractor's license shall be as set by City Commission resolution.  
(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.810.050 Medical gas systems certificate required.**

Any person engaged in the installation, alteration, maintenance or repair of medical gas systems in the City is required to have a medical gas certificate.  
(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.810.060 Medical gas contractor certificate fee.**

A fee as set by City Commission resolution shall be paid for each initial certificate upon evidence of a current medical gas endorsement issued by the State. The fee for each renewal shall be as set by City Commission resolution. Certificates issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.  
(Ord. 3272, 2025; Ord. 3168, 2017).

## ***Article 9 PLUMBER LICENSING***

### **Sections:**

### **~~5.3.9.010 Plumber certificate required.~~**

~~Any person engaged in the trade or calling of journeyman plumber in the City is required to have a plumber's certificate issued by the Planning and Community Development Department. Certificates issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.  
(Ord. 3272, 2025; Ord. 3168, 2017).~~

### **~~5.3.9.020 Certificate fee.~~**

~~A fee as set by City Commission resolution shall be paid for each initial certificate upon evidence of a current journeyman plumber's license issued by the State. The fee for each renewal shall be as set by City Commission resolution.  
(Ord. 3272, 2025; Ord. 3168, 2017).~~

## ***Article 911 FUEL GAS PIPING SYSTEMS***

### **Sections:**

**5.3.911.010 Gas fitting contractor licensing.**

Any person, firm, corporation, or any other entity who engages in the business of installation, alteration, maintenance, or repair of gas piping systems is required to have a gas fitting contractor's license issued by the Planning and Community Development Department. Licenses issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.

(Ord. 3272, 2025; Ord. 3168, 2017).

**5.3.911.020 License application.**

An applicant for a gas fitting contractor's license shall show evidence that the applicant, or at least one (1) member of the firm, corporation, or entity is the holder of a current gas fitters certificate.

(Ord. 3272, 2025; Ord. 3168, 2017).

**5.3.911.030 Insurance and bond.**

An applicant for a gas fitting contractor's license shall meet the requirements of 5.3.8.030.

(Ord. 3272, 2025; Ord. 3168, 2017).

**5.3.911.040 Gas fitting contractor's license fee.**

The fee for issuance of a gas fitting contractor's license shall be as set by City Commission resolution.

(Ord. 3272, 2025; Ord. 3168, 2017).

**5.3.911.050 Gas fitter's certificate.**

Any person engaged in the trade or calling of gas fitter in the City is required to have a gas fitter's certificate. Certificates issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.

(Ord. 3272, 2025; Ord. 3168, 2017).

**5.3.911.060 Certificate application.**

- A. A person or entity desiring a gas fitting license shall make application to the Building Official to schedule a time and place for an appropriate examination to determine the qualifications of the applicant.
- B. A fee of twenty dollars (\$20.00) shall be paid for each examination.
- C. The examination shall be administered by the person responsible for gas installation inspections, who will certify the results to the Building Official.
- D. Examination is required for each initial application and is not required for renewal of the license, unless the license has been expired for more than thirty (30) calendar days. Adequate proof of experience in the field of gas fitting or related trades shall be submitted prior to the date of examination.
- E. Proof of experience shall include affidavits from previous employers themselves in the business of plumbing, pipe fitting or gas fitting totaling a minimum of two (2) years.

(Ord. 3272, 2025; Ord. 3168, 2017).

### **5.3.911.070 Gas fitting certificate fee.**

Upon successful completion of the examination, an initial certificate shall be issued. The fee shall be as set by City Commission resolution for each renewal.

(Ord. 3272, 2025; Ord. 3168, 2017).

## **~~Article 12 ELECTRICAL CONTRACTING~~**

### **Sections:**

### **~~5.3.12.010 Electrical contractor's license.~~**

~~Any person, firm, corporation, or other entity engaging in the business of installation, alteration, maintenance or repair of electrical equipment in the City is required to have a City Electrical Contractor's License issued by the Planning and Community Development Department. This does not apply to the installation, alteration, or repair of electrical signal or communications equipment owned or operated by a public utility or the City. Licenses and Certificates issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.~~

~~(Ord. 3272, 2025; Ord. 3168, 2017).~~

### **~~5.3.12.020 Electrical contractor's license application.~~**

~~A. An applicant for an electrical contractor's license shall apply to the Building Official, and shall show evidence that:~~

- ~~1. all work is under the direction, control, and supervision of a licensed master electrician; or~~
- ~~2. under the direction, control and supervision of a journeyman electrician for residential construction consisting of less than five (5) living units in a single structure. Journeyman, master, and residential electricians are as defined and licensed under authority of the Mont Code Annotated and hold a current contractor's license issued by the State.~~

~~B. The applicant shall also file an insurance policy or certificate as required by Section 5.3.12.030.~~

~~(Ord. 3272, 2025; Ord. 3168, 2017).~~

### **~~5.3.12.030 Insurance and bond.~~**

~~A. All applicants for licensing shall file with the Planning and Community Development Department a commercial general liability insurance policy or certificate of same, issued by an insurance carrier authorized to do business in the State, with limits established by City Commission resolution. Such limits shall be minimums and shall be in force through the term of the license.~~

~~B. All new electrical contractors will be required to post a license bond in an amount established by City Commission resolution to guarantee compliance with all laws and regulations relative to the license and permits issued for the first two (2) years of business. If performance under the bond is satisfactory, the City may release the contractor from further posting of the bond.~~

~~C. — Additionally, if an electrical contractor is not performing satisfactory work and has no license bond, the Board of Adjustment shall conduct a hearing to determine if a license bond shall be required to be posted and determine the period of the posting.~~

~~(Ord. 3272, 2025; Ord. 3168, 2017).~~

### **~~5.3.12.040 Electrical contractor's license fee.~~**

~~The fee for issuance of an electrical contractor's license shall be set by City Commission resolution.~~

~~(Ord. 3272, 2025; Ord. 3168, 2017).~~

### **~~5.3.12.050 Individual wiring certificate.~~**

~~Any person who is, or in the future may become, engaged in the trade or calling of a journeyman or residential electrician in the City is required to have an individual wiring certificate issued by the Planning and Community Development Department.~~

~~(Ord. 3272, 2025; Ord. 3168, 2017).~~

### **~~5.3.12.060 Individual wiring certificate application.~~**

~~An applicant for an individual wiring certificate shall submit evidence to the Building Official that such person is the holder of a current license issued by the State to engage in the trade or calling of residential electrician, journeyman electrician, or master electrician, as defined by Mont. Code Ann. Title 37.~~

~~(Ord. 3272, 2025; Ord. 3168, 2017).~~

### **~~5.3.12.070 Individual wiring certificate fee.~~**

~~The fee shall be established by resolution of the City Commission.~~

~~(Ord. 3272, 2025; Ord. 3168, 2017).~~

## **Chapter 16 CATV REGULATIONS**

Repealed.

(Ord. 3168, 2017).

## **Chapter 20 RESERVED**

Editor's note(s)—Ord. No. 3115, § 2, adopted Dec. 17, 2013, repealed Tit. 5, Chapter 20, which pertained to establishing and operating an electric utility and derived from Ord. 2861, 2003; and Ord. 2925, 2005.

(Ord. 3168, 2017).

**EXHIBIT "B" TO ORDINANCE XXXX**  
Great Falls, Montana, Code of Ordinances  
Title 6 ANIMALS

---

## **Title 6** **ANIMALS**

### **Chapter 1 ANIMALS**

**Sections:**

#### **6.1.100 Commercial kennel.**

- A. A commercial kennel license shall be required for any person, persons, family, or entity who, for compensation, wishes to engage in the boarding and/or breeding of domestic dogs, cats, reptiles, or any other animal allowed within the City, shall be obtained through application from the Planning and Community Development Department and shall be subject to the following:
1. Inspection. The intended facilities must be inspected by an Animal Control Officer, such inspection to include the physical facilities as well as the effect on the neighborhood.
  2. Recommendation. Following the inspection, the Animal Control Officer will recommend to the licensing authority either approval or disapproval of the application.
  3. Fee. The annual commercial kennel fee shall be established by resolution of the City Commission.
  4. Zoning. Commercial kennels will be permitted only in areas of the City zoned for such usage as defined in Title 17 OCCGF. A zoning permit and ~~safety inspection certificate~~ **business license** must be obtained prior to applying for a commercial kennel license.
  5. Renewals. Licenses must be renewed within sixty (60) days of the expiration date or the application will be treated as a new application.
  6. License Revocation. All kennel licenses will expire one (1) year from the date of issuance unless sooner revoked. The Animal Control Officer will investigate all complaints concerning licensing or improperly operated kennels and may recommend revocation of the license if it is deemed necessary. The licensee will be given at least five (5) days' written notice of such recommendation during which time the licensee may appeal the Animal Control Officer's recommendation to the Animal Shelter. The licensing authority will then take action as required.
  7. The applicant or licensee may appeal the denial or revocation of a Commercial Kennel License to the Board of Adjustment pursuant to 17.16.34.010.
- B. Exclusions. No fee may be required of any veterinary hospital, animal shelter, or government zoological park.
1. Separate Facilities. Every facility regulated by this section shall be considered a separate enterprise and shall have an individual license.
  2. Penalty. Failure to obtain a license before opening any facility covered in this section shall result in a fine of five hundred dollars (\$500.00).

**(Ord. XXXX, 2024; Ord. 3160, 2017).**

**EXHIBIT "C" TO ORDINANCE XXXX**

Title 8 - HEALTH AND SAFETY  
Chapter 14 CHILD CARE FACILITIES

---

## Chapter 14 CHILD CARE FACILITIES

### Sections:

• • •

### 8.14.040 Licensing and certification.

- A. Drop-in childcare facilities shall satisfy the following licensing and certification criteria:
1. Obtain a license through Department of Public Health and Human Services Quality Assurance Division and operate in compliance with ARM, Title 37, Chapter 95; or
  2. Contact the Cascade City-County Health Department (Department) for a certification inspection as an unlicensed drop-in childcare facility; and
  3. Obtain and maintain a valid ~~Safety Inspection Certificate~~ **business license** pursuant to OCCGF Title 5.
- B. Drop-in childcare facilities that choose not to license must have a certification inspection annually by Cascade City-County Health Department.
- C. The drop-in childcare facility shall pay the applicable fees pursuant to Mont. Code Ann. § 52-2-735(5), as may be amended, per inspection.
- D. If the Department determines that the drop-in childcare facility meets the requirements in this Chapter, and the facility has paid all fees, a certificate shall be issued to the facility valid through the end of the following calendar year.
- E. The drop-in childcare facility shall post all certificates and licenses in a location visible to the public.

(Ord. XXXX, 2024; Ord. 3181, 2018)

• • •

### 8.14.110 Closure.

- A. The Department may close any childcare facility, including a drop-in facility, under any of the following conditions:
1. If a contagious disease outbreak is likely associated with the facility and the Health Officer deems that closure is necessary to protect public health and/or correct the circumstances contributing to the outbreak;
  2. If a violation which creates an imminent or present danger to public health is not corrected immediately to the satisfaction of the Department;
  3. When a follow-up inspection yields two (2) or more of the same critical violations noted on a previous inspection, and the establishment has been notified closure may be a consequence of noncompliance as described in subsection (B) of this section;

- 
4. When the childcare facility has not been inspected for compliance prior to operating, or denies the Department access to do so; or
  5. When the childcare facility has not obtained a state license, a valid certificate from the Department, or a Great Falls ~~Safety Inspection Certificate~~ **business license**.
- B. Prior to Department closure of a facility for repeat critical violations, the Department shall notify the owner, operator, or agent in writing that it may be closed to the public and a closure notice placed at each customer entrance if compliance is not satisfied at the follow-up inspection to be conducted within ten (10) working days.
- C. Upon Department closure of any facility for any reason, pursuant to this Chapter:
1. The Department shall serve a written explanation of the reasons for closure and a copy of any pertinent inspection forms to the facility owner, operator, or agent.
  2. The closure order is effective upon service, and no new children may be admitted to the facility;
  3. The Department may require the operator to notify parents or guardians of children currently in care to retrieve them;
  4. A conspicuous notice of closure must be posted at each customer entrance by the Department; and
  5. Notice of said closure may only be altered or removed under the direction of the Department.
- D. When a childcare facility has been closed, it may be reopened after twenty-four (24) hours if the following criteria are satisfied:
1. The operator submits a written plan of correction, specifying the corrections to be made and time parameters for completion;
  2. The Department approves the plan of correction;
  3. The Department inspects the facility and makes a determination that the approved plan of correction is being performed; and
  4. The notice of closure previously posted is removed by, or under the direction of, the Department.

(Ord. XXXX, 2024; Ord. 3181, 2018)

**EXHIBIT "D" TO ORDINANCE XXXX**  
 Title 17 - LAND DEVELOPMENT CODE  
 Chapter 20 - LAND USE  
 Article 5 GENERAL STANDARDS

## ***Article 5 GENERAL STANDARDS***

**Sections:**

**17.20.5.010 Business licenses and safety inspection certificates.**

In addition to meeting the requirements contained in this chapter, specified land uses and activities shall also meet the regulations for business licenses and safety inspection certificates found primarily in Title 5. Examples of such businesses and activities include, but are not limited to, the following:

1. emergency medical services
2. alarm agencies
3. commercial kennels
4. home occupations
5. sexually-oriented businesses
6. pawnshops
7. sidewalk cafes
8. second hand stores
9. mobile home parks
10. telecommunication facilities
11. bed and breakfasts

**(Ord. XXXX, 2024)**

• • •



Commission Meeting Date: April 1, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Consideration of Waiving Training Fees for Military Use of the Scheels Aim High Big Sky (SAHBS) Facility through Resolution 10570, amending Resolution 10536 to Establish Park and Recreation Fees

**From:** Gregory T. Doyon, City Manager

**Initiated By:** City Commission

**Presented By:** Jointly - City Manager and City Commission

**Action Requested:** Adopt Resolution 10570 and approve the waiving of training fees for the military use of Scheels Aim High Big Sky (SAHBS) Facility

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10570 and waive facility use fees for training conducted by the Montana Air National Guard (MTANG) and Malmstrom Air Force Base (MAFB) at the Scheels Aim High Big Sky Aquatics and Recreation Facility, subject to annual written training schedules submitted by each entity.”

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

**Summary:** Malmstrom Air Force Base requested that the City of Great Falls waive training fees charged to the military for using the facility. MTANG did not request a fee waiver. The current fee structure charges minimal rates to assist with the facility’s cost recovery goals. However, MAFB military leadership has requested no-cost use based on historical assumptions about the City’s partnership in securing federal grant funds.

**Background:**

**Development History & Grant Terms**

The Scheels Aim High Big Sky (SAHBS) Aquatics and Recreation Center was developed as a joint effort between the City of Great Falls and the U.S. Department of Defense (DOD) under the Defense Community Infrastructure Program (DCIP). The grant was awarded in September 2020.

In an email dated September 21, 2020, Timothy Roberts, the OLDCC grant administrator, clarified that the facility was not subject to any grant condition requiring free use for military personnel. He stated:

“The expectation is you will charge minimal fees for use in order to cover operating expenses and that these fees will not generate a profit. This is a public facility and should operate similarly to other Great Falls public facilities.”

This guidance confirmed the City's plan to operate SAHBS as a primarily fee driven based (cost recovery model) while attempting to limit General Fund subsidies, as taxpayer are paying debt on the facility. The military already receives discounts for training use and recreational use of the facility.

### **Assumptions and Gaps in Expectations**

Despite the clear terms of the grant, military leaders - particularly at Malmstrom Air Force Base (MAFB) - have expressed surprise at being charged for training access. This confusion appears rooted in assumptions made during the grant application process.

City Manager Doyon, in a February 28, 2025 memorandum, detailed the lack of any formal promise to waive fees. Former Deputy City Manager Chuck Anderson recalled that recreational discounts were discussed but not training fee waivers. Retired Wing Commander Jennifer Reeves suggested that the issue likely ended up in the "assumption pile," with military leadership believing the facility would be accessible without cost.

Reeves also pointed out that:

- MAFB had previously lobbied for an indoor pool but was unlikely to receive DOD funding independently.
- MAFB saw SAHBS as a strategic win and worked closely with the City during grant development.
- Military personnel often perceive fitness-related access as a mission-essential entitlement, not a fee-based amenity.

### **Facility Location Changes and Turnover**

Since the grant award, the SAHBS facility location was moved four times, and MAFB has undergone at least four changes in command—further exacerbating communication gaps and misaligned expectations.

### **Training Use Overview**

Training requests from MAFB and Montana Air National Guard (MTANG) are minimal in scope:

- MAFB: 1 lap lane, 4 hours of use, up to twice per quarter.
- MTANG: 6-hour training day once per quarter, including classroom and pool use.

**Fiscal Impact:** The estimated annual revenue impact from military training is \$4,000–\$8,000 for both installations. While this amount is modest, it contributes to SAHBS's broader operating costs. The facility currently runs at a deficit of approximately \$10,000 per month, subsidized by local property taxpayers.

Additionally, the City contacted two other DCIP-funded facilities (Ellsworth AFB, SD and Fort Drum, NY) for benchmarking:

- Both charge user fees, including to military members.
- Both are operated by third-party nonprofits (YMCA), not municipal governments.

City Manager Doyon recommended maintaining some level of fee structure - either discounted fees, a flat rate, or a military-funded operational subsidy. His rationale:

1. No commitment was made to waive fees.
2. The City has reduced DOD training costs by providing a local facility (avoiding travel).
3. SAHBS is heavily subsidized by local taxpayers.
4. Fee equity across user groups is a core principle of public facility management

Lastly, the City Manager recommends that if the Commission waives fees, that the waiver is only applicable when the City is operating/managing the facility. The fee waiver should not apply to physical fitness requirements of military personnel as they have their own gym facility.

**Alternatives:**

1. Revise rate schedule to charge even less for military use.
2. Request MTANG/MAFB to consider a facility operations/maintenance contribution as budget allows.

**Attachments/Exhibits:**

Resolution 10570

Memo from Manager Doyon regarding Military Usage Fees - SAHBS

**RESOLUTION NO. 10570****A RESOLUTION AMENDING RESOLUTION 10536 TO ESTABLISH  
PARK AND RECREATION FEES**

\*\*\*\*\*

**WHEREAS**, the Park and Recreation Department's primary focus is to enhance the overall health and livability of our community; and

**WHEREAS**, the Great Falls Park and Recreation staff have strived to operate quality facilities and programs at affordable prices and promote extraordinary recreation experiences in our community over the years; and

**WHEREAS**, after having considered the cost of operation, administration, and maintenance of facilities and programs, the City Commission adopted Resolution 10536 on March 19, 2024, that established Park and Recreation fees, inclusive of the new Scheels Aim High Big Sky (SAHBS) Aquatics and Recreation Center; and

**WHEREAS**, the Commission wishes to clarify fees with regard to Montana Air National Guard (MTANG) and Malmstrom Air Force Base (MAFB) use of the SAHBS facilities specifically for training requirements; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA**, that the fee structure for passes, rentals, programs, events, memberships, and equipment are fully set forth as established by Resolution 10536, with the clarifying amendment included in the green section set forth as follows:

<b>Park Rental</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
Premier Park Rental - 3 hr Block	\$35 for All Day Rental 1-75 \$50 for All Day Rental 76-150 \$75 for All Day Rental 151-250 \$100 for All Day Rental 251+	\$65	NA	premier park rental (park that includes: restroom, pavilion, etc.) West Bank, West Kiwanis, Oddfellows, Lions, Elks.
All Day Rental	NA	\$150	NA	* non event rate
Non Premier Park Rental - 3 hr Block	\$35 for All Day Rental	\$50	NA	park rental (park without amenities).
All Day Rental	NA	\$120	NA	* non event rate
Park Event - 3 hrs	NA	\$100	NA	over 100 participants
Additional hr	NA	\$25	NA	over 100 participants
* Commercial Events will be charged based on the size of event and anticipated profits and would need to contact the Park and Recreation office to coordinate.				

<b>Gibson Band shell</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
--------------------------	-----------------------	------------------------	----------------------------	-----------------------

8-12 p.m.	All Day Rental with Electricity \$75	\$150	NA	includes electricity
1-5 p.m.	All Day Rental w/out Electricity \$50	\$150	NA	includes electricity
6-10 p.m.		\$150	NA	includes electricity
All Day Rental	NA	\$250	NA	includes electricity

<b>Gibson Flower Garden</b>	<u><b>Current</b></u>	<u><b>Proposed</b></u>	<u><b>Non Resident</b></u>	<u><b>Details</b></u>
3 hrs	2HR Rental \$75	\$100	NA	3 hr
Each Additional hr	Additional hr \$25	\$25	NA	per hr

<b>Court Rentals &amp; Horseshoe Pitching Boxes</b>	<u><b>Current</b></u>	<u><b>Proposed</b></u>	<u><b>Non Resident</b></u>	
Per hr Per Court or Pitching Box - Per hr/Per Court or Box	NA	\$5	NA	Hurd court or Jaycee pickle ball court or horseshoe
All Day Court Rental	NA	\$300	NA	Hurd court or Jaycee pickle ball court

<b>Multi Sports Complex</b>	<u><b>Current</b></u>	<u><b>Proposed</b></u>	<u><b>Non Resident</b></u>	<u><b>Details</b></u>
Field no field prep	\$12/hr Per Field	\$25	NA	nonleague
Full Day Per Field no field prep	NA	\$150	NA	nonleague
Field Tournament no field prep	\$100 Per Field	\$175	NA	tournament
4 Fields All Day no field prep	NA	\$500	NA	tournament
8 Fields All Day no field prep	\$720 - 8 Fields All Day	\$1,000	NA	tournament
Field prep, lines, dragging per field	NA	\$55	NA	tournament
Secondary Field refresh	NA	\$35	NA	field prep after initial prep
Vehicle - Overnight	\$20/Per vehicle	\$20	NA	overnight vehicle permit
Concessions - Less than 12 Teams - If City Provides.	NA	\$50	NA	concessions - less than 12 teams - if city provides
Concessions - 13 - 23 Teams - City Provides	NA	\$50	NA	concessions - 13 - 23 teams - city provides
Concessions - Over 24 Teams - No Fee. City Provides	NA	\$0	NA	concessions - over 24 teams - no fee. city provides
School Teams	\$700	\$775	NA	per team
Adult Softball	\$725	\$800	NA	summer league - singles
Adult Softball	\$925	\$995	NA	summer league - doubleheaders

Adult Softball	\$275	\$350	NA	fall league
----------------	-------	-------	----	-------------

<b>Race/Fun Run/Parade</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
Application	NA	\$35	NA	processing fee
Application	NA	\$35	NA	street closure

<b>Barricades &amp; Candles</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
Candles and Barricades	NA	\$1/daily Per Candles \$3/Daily Per Barricade	NA	any damage or loss of barricades or candles will result in full replacement cost at renters expense
Trailer of Barricades/Candles	NA	\$150/Daily - Barricades/Candles	NA	trailer of 64 (2 5/16 ball hitch)
Not available during Ice Breaker, 4th of July or other Park & Rec Events		*Not available during Ice Breaker, 4th of July or other Park & Rec Events	NA	
Staff Setup	NA	\$500	NA	charge per trailer for any delivery or setup of barricades or candles by city staff

<b>Permits</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
Metal Detector Permit	\$5	\$25	NA	annual permit
Alcohol Permit	\$50 - Refundable	\$75	NA	per park rental/as requested
Food Vendor Permit	\$100/Day and or Event; \$750/Annually	\$110/Day and or Event; \$810/Annually	NA	per approval
Non Food Vendor Permit	NA	\$100	NA	per approval
Plant Trees on Public Right-Of-Way	NA	\$40	NA	non-boulevard district
Plant Trees on Public Right-Of-Way	NA	No Fee	NA	boulevard district households
Boulevard Tree Removal & Replacement	NA	\$40	NA	non-boulevard district
Boulevard Tree Removal & Replacement	NA	No Fee	NA	boulevard district households
Photography (Professional) & media Productions)	NA	\$35	NA	per approval

<b>Pools</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
ECWP Rental Entire Facility	\$750	\$875	NA	rental up to 499
ECWP Rental Mitchell Only	\$500	\$600	NA	rental up to 499

ECWP Day Pass Youth	\$6	\$7	NA	youth 3-17
ECWP Day Pass Adults	\$9	\$10	NA	adult 18+
ECWP Pool Punch Pass Youth	\$54	\$60	NA	youth 3-17, 10 punch
ECWP Pool Punch Pass Youth	\$135	\$200	NA	youth 3-17, 30 punch
ECWP Pool Punch Pass Adult	\$81	\$85	NA	adult 18+, 10 punch
ECWP Pool Punch Pass Adult	\$203	\$285	NA	adult 18+, 30 punch
ECWP Concession Fee	NA	\$50	NA	fee for concession availability
NH Pool Day Passes Youth	\$3	\$4	NA	youth 3-17
NH Pool Day Passes Adult	\$5	\$6	NA	adult 18+
NH Pool Rental 50 (Less)	\$150	\$175	NA	rental up to 50
NH Pool Rental 50 (+)	\$200	\$225	NA	rental 50 +
NH Pool Punch Pass Youth	\$27	\$34	NA	youth 3-17, 10 punch
NH Pool Punch Pass Adult	\$45	\$51	NA	adult 18+, 10 punch

*10 & 30 Visit Passes are good for two years from purchase. 10 & 30 Visit Passes are calculated at 10x & 30x Daily Admission minus 1.5 visits cost.*

### Scheels Aim High Big Sky

Monthly Auto Bill Memberships	<u>Current</u>	<u>Proposed</u>	<u>Non Resident</u>	<u>Details</u>
Adult	NA	\$56	\$70	adult 18 - 60
Youth/Senior/Disabled/Corporate/Military	NA	\$40	\$50	youth 3-17, senior 61+, corporate 50+ employees
Family	NA	\$96	\$120	max of 6 family members

Annual Memberships	<u>Current</u>	<u>Proposed</u>	<u>Non Resident</u>	<u>Details</u>
Adult	NA	\$574	\$718	adult 18 - 60
Youth/Senior/Disabled/Corporate/Military	NA	\$410	\$513	youth 3-17, senior 61+, corporate 50+ employees
Family	NA	\$987	\$1,234	max of 6 family members

Day Pass	<u>Current</u>	<u>Proposed</u>	<u>Non Resident</u>	<u>Details</u>
Adult	NA	\$10	\$13	adult 18 - 60
Youth/Senior/Disabled/Corporate/Military	NA	\$7	\$9	youth 3-17, senior 61+, corporate 50+ employees
Family	NA	\$30	\$38	max of 6 family members

<b>12 Visit Pass</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
Adult	NA	\$105	\$130	adult 18 - 60
Youth/Senior/Disabled/Corporate/Military	NA	\$74	\$93	youth 3-17, senior 61+, corporate 50+ employees

*12 Visit Pass is good for two years from purchase. 12 Visit Pass is calculated at 12x Daily Admission minus 1.5 visits cost.*

<b>Aquatics</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
Lane rental	NA	\$9	\$11	per hr - 1 lane- max 2 Lanes
Full Lap Pool Rental	NA	\$125	\$156	per hr - minimum 3 hrs
Full Rec Pool Rental	NA	\$95	\$119	per hr - minimum 3 hrs
Full Aquatic Rental 2 Pools	NA	\$255	\$319	per hr - minimum 3 hrs-after hours
Full Facility Rental	NA	\$800	\$1,000	per hr - minimum 3 hrs-after hours
Lessons	NA	\$70	\$88	8 lessons
Private Lesson	NA	\$45	\$56	per session

**Malmstrom Air Force Base and Montana Air National Guard: As long as the City operates the Scheels Aim High Big Sky facility, rental fees for lap lane, pool and one classroom will be waived, conditioned upon any waived fees aligning with training requirements annually submitted in writing to the City.**

<b>New Classes/Programs</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
	NA	\$20 plus program expenses	NA	

<b>Camps</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
Summer Camp 1 week General	\$170	\$190	NA	1 week
Summer Camp Outdoor 1 week	\$180	\$200	NA	1 week
Summer Camp Sports/World of Games	\$80	\$100	NA	1 week

<b>Leagues</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
Volleyball Leagues	\$120	\$150	NA	10 games
Adult Basketball	\$675	\$700	NA	10 games

<b>Birthday Parties</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
Birthday Party Option 1	NA	\$225	\$281	base
Birthday Party Option 2	NA	\$375	\$469	base

Birthday Party Option 3	NA	\$675	\$844	base
Classroom Non-Party/Non-Swim	NA	\$75	\$94	base

<b>Court and Studio Rental</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Non Resident</u></b>	<b><u>Details</u></b>
Half Court Rental	NA	\$30	\$38	per hr
Full Court Rental	NA	\$55	\$69	per hr
Aerobic Studio Rental	NA	\$60	\$75	per hr - 2 hr minimum

- **Corporate Memberships – Companies must have 50+ employees and pay the \$250 annual administrative fee in order for employees to be eligible for the corporate rate.**
- **3% credit card processing fee charged on all credit card transactions to offset costs.**
- **Non Resident fees will be charged at the Scheels AHBS Recreation Center. Park District dollars, an assessment paid by Great Falls Citizens, partially funded the construction of the facility.**

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 1<sup>st</sup> day of April, 2025.

---

Cory Reeves, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

---

David G. Dennis, City Attorney



## City Manager's Office

### Memorandum

To: Mayor Reeves and Commissioners

From: Gregory T. Doyon

CC: Steve Herrig – P&R Director  
Melissa Kinzler – Finance Director

Re: Military Usage Fees - SAHBS

Date: February 28, 2025

---

The purpose of this memorandum is to summarize the history and the thought process behind charging MTANG and MAFB fees to use Scheels Aim High Big Sky facility for training.

On February 3, 2025, I issued a letter to Colonel de la Vega regarding his request to utilize the facility for free. The letter is attached. MAFB leadership has been insistent that training conducted at the facility be at no cost. There have been no such requests from MTANG.

In order to check myself, I reached out to former Wing Commander Jennifer Reeves and former Deputy City Manager Chuck Anderson – both were intimately involved with preparing the DCIP Grant application.

Mr. Anderson does not recall an explicit promise to waive rental training fees at SAHBS for either MTANG or MAFB. He acknowledges that they never really talked about it either. Chuck recalls that recreational use would be offered at a military discount to personnel and their families.

I then called retired MAFB Wing Commander Jennifer Reeves. She provided some very specific points including:

- The question of user fees was very likely tossed into the “assumption” pile.
- The military, who was actively supporting the application, assumed that if awarded, they would not have to pay for training.
- MAFB is the only northern tier base without an indoor pool. They requested one from the DOD for many years.
- MAFB did not expect to be funded for an indoor pool in the future, so they worked hard to assist the City with securing the grant.

- She described MAFB as being “all-in” on the concept as a pool nearby would solve a long standing training requirement resource.
  - Remember, the original pool location was right next to MAFB at its north entrance.
- She shared that generally military personnel are very averse to paying for gym access; they feel they should not have to pay for gym access while in the military due (in my words) to physical performance requirements/standards.
- She suggested that the City could request consideration of an “operational subsidy” to support pool operations and military usage for training.
  - Remember that MAFB had funding for an offsite pool facility to meet requirements of helicopter pilots and presumably still does.
- Jennifer offered (and I don’t disagree) that in the future when partnering with the military it is essential to obtain clarity from both parties about expectations after a potential award.

In reflection, it is easy to see how this was overlooked: tight grant timelines, turnarounds, and multiple party involvement. In addition, after award notification, the City had to address an appeal of the grant award and then, the City moved the facility location four times.

**In any case, there was an early fee discussion with the DOD grant administrator.** In an email dated September 21, 2020, the administrator states (attached):

*Our Community Investment Program Director and Deputy Director, Programs have determined that the special condition regarding ordinary use and fees is generally not applicable to this program, and not applicable to your grant. The expectation is you will charge minimal fees for use in order to cover operating expenses and that these fees will not generate a profit. This is a public facility and should operate similarly to other Great Falls public facilities.*

**This email was sent two days after the grant award.** Since issuance of that grant award MAFB’s Wing Commander (and leadership involved in the project) has turned over about four times – compounding any prior assumptions and exacerbating any communication gaps.

I have been asked by some Commissioners if the City could waive training fees for the military. Of course, the Commission sets fees for City services, so it can certainly waive them as well. Based on what I can tell from P&R computations, the loss of revenue annually from the military is in the range of \$2000 - \$4000; depending on training usage and associated staff support.

Admittedly, this is not a large revenue source for the City to maintain “good-will” with the leadership at MAFB. However, if the Commission desires to waive the fees for one, they should also include MTANG. I would also condition any waived fees to align with training requirements from both MAFB/MTANG annually submitted in writing to the City – no more no less.

If I were asked, I would advise that both MAFB and MTANG should pay user fees for training. Even a flat rate or “operational subsidy” would be better than nothing. My rationale is: 1) they

were never told that they would not be charged, they just assumed it 2) the City is already saving the DOD training costs because an indoor pool is now locally accessible – they don't have to travel anymore 3) the SAHBS facility already receives significant subsidy from taxpayers to operate (the same taxpayers that pay for military training) 4) local resident taxpayers also continue to pay debt service on the facility.

I'll await further direction from the City Commission. If the Commission desires to make a formal waiver (because it approves all fees), we'll schedule it for formal action at a future regular Commission meeting.

Please let me know if you have any questions. Thank you.

– Gtd

Attachments:

1. February 3, 2025 Letter to Colonel de la Vega
2. September 21, 2020 Email from Tim Roberts – OLDCC on Fees for SAHBS
3. Written Summary of Training Requests provided by MTANG/MAFB



P.O. Box 5021, 59403-5021

February 3, 2025

Colonel Ciro E. de la Vega III  
 Commander, 341st Missile Wing Mission Support Group  
 Malmstrom AFB  
 21 77th Street N.  
 Bldg. 500  
 Malmstrom AFB, MT  
 59402-7538

Re: User Fees Scheels Aim High Big Sky Aquatics and Recreation Facility (SAHBS)

Der Colonel de la Vega:

The City of Great Falls has carefully reviewed your request to provide free training access for military personnel at the Scheels Aim High Big Sky (SAHBS) Aquatics and Recreation Center. Unfortunately, we are unable to accommodate this request at this time.

SAHBS was developed as a joint project between the City of Great Falls and the U.S. Department of Defense under the Defense Community Infrastructure Program (DCIP). As previously communicated, the original grant proposal and facility design did not include provisions for free use by military personnel or their families, whether for training purposes or recreational activities.

While we would sincerely like to offer free access to all residents, including military personnel and their families, this is not financially feasible. Currently, the facility incurs approximately \$10,000 in additional monthly operating costs beyond initial budget projections. The additional funding is generated by local property taxes. We remain optimistic that with increased usage over time, this taxpayer subsidy can be significantly reduced.

To support our military community, the City does offer discounted rates for military training and reduced fees for military personnel and their families. We believe this strikes a balance between acknowledging the sacrifices of our military members while maintaining the financial sustainability of the facility.

In evaluating your request, we reached out to similar facilities funded by DCIP grants during the same award cycle. The South Dakota Ellsworth Development Authority constructed a \$12.6 million recreation and wellness center for military families at Ellsworth Air Force Base. Similarly, Jefferson County Industrial Development Agency developed an \$18.1 million Community and Aquatics Center to support Fort Drum.

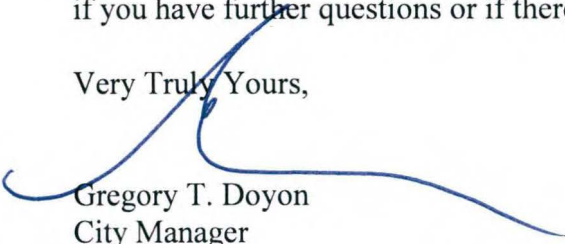
I contacted both facilities and inquired about fees for military personnel. Ellsworth has a military discount similar in structure to Great Falls'. They do not have high usage by military members/family at their facility. Apparently, Ellsworth already has a facility on the installation. At the Watertown, New York, facility, they charge users – both military and civilian the same fees. Both facilities are managed/operated by the YMCA.

The City of Great Falls annually evaluates recreation fees as part of the budget development process. We will continue to monitor cost recovery from all user groups, with the goal of reducing the facility's reliance on taxes. However, until SAHBS generates sufficient revenue to cover operational, maintenance, and capital replacement costs, significant changes to the fee structure are unlikely.

The City of Great Falls and the Parks and Recreation Department remain committed to supporting the Montana Air National Guard and Malmstrom Air Force Base. We will continue to facilitate training requirements and provide support to Airmen and their families to the best of our ability.

Thank you for understanding the financial challenges we face as we work to provide accessible recreational opportunities for all members of our community. Please do not hesitate to reach out if you have further questions or if there are other ways we can assist.

Very Truly Yours,



Gregory T. Doyon  
City Manager

Cc: Mayor Reeves and City Commissioners  
Director Steve Herrig – Great Falls Parks and Recreation Department

**From:** [Robert, Timothy B CIV OEA \(USA\)](#)  
**To:** [Steve Herrig](#); [Greg Doyon](#)  
**Subject:** Re: [Non-DoD Source] Re: OEA Grant: Malmstrom AFB - Big Sky Recreation Center (CIP1280-20-01) - Activity: Grant Agreement Awaiting Signature, HQ00052010083  
**Date:** Monday, September 21, 2020 10:46:27 AM

---

Steve,

Our Community Investment Program Director and Deputy Director, Programs have determined that the special condition regarding ordinary use and fees is generally not applicable to this program, and not applicable to your grant. The expectation is you will charge minimal fees for use in order to cover operating expenses and that these fees will not generate a profit. This is a public facility and should operate similarly to other Great Falls public facilities.

VR, TR  
 (703) 509-6156

---

**From:** "Steve Herrig" <[sherrig@greatfallsmt.net](mailto:sherrig@greatfallsmt.net)>  
**Date:** Monday, September 21, 2020 at 08:27:54  
**To:** "Robert, Timothy B CIV OEA (USA)" <[timothy.b.robert.civ@mail.mil](mailto:timothy.b.robert.civ@mail.mil)>, "Greg Doyon" <[gdoyon@greatfallsmt.net](mailto:gdoyon@greatfallsmt.net)>  
**Subject:** RE: [Non-DoD Source] Re: OEA Grant: Malmstrom AFB - Big Sky Recreation Center (CIP1280-20-01) - Activity: Grant Agreement Awaiting Signature, HQ00052010083

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

---

Hi Tim,

I just wanted to verify our conversation from this morning. We have always looked at this facility as a fee based facility with military discounts in order to cover our operating costs. As I explained this morning, my background has included work on a military installation as well as the public sector and the differences between the funding of operational costs for both. We will await clarification from you.

Thanks

Steve

*Steve Herrig*, CPRP

**Director, Park and Recreation**

1700 River Dr. North

Great Falls, MT 59403

(406) 771-1265

[sherrig@greatfallsmt.net](mailto:sherrig@greatfallsmt.net) < Caution-mailto:sherrig@greatfallsmt.net >



"Choose to make it a GREAT day!"

---

**From:** Robert, Timothy B CIV OEA (USA) <timothy.b.robert.civ@mail.mil>  
**Sent:** Monday, September 21, 2020 8:58 AM  
**To:** Steve Herrig <sherrig@greatfallsmt.net>; Greg Doyon <gdoyon@greatfallsmt.net>  
**Subject:** Re: [Non-DoD Source] Re: OEA Grant: Malmstrom AFB - Big Sky Recreation Center (CIP1280-20-01) - Activity: Grant Agreement Awaiting Signature, HQ00052010083

Greg, please let me know if you have any trouble downloading and countersigning the Grant Agreement today.

VR, TR  
 (703) 509-6156

---

**From:** "Robert, Timothy B CIV OEA (USA)"  
 <timothy.b.robert.civ@mail.mil < Caution-mailto:timothy.b.robert.civ@mail.mil > >  
**Date:** Friday, September 18, 2020 at 19:46:58  
**To:** "Steve Herrig" <sherrig@greatfallsmt.net < Caution-mailto:sherrig@greatfallsmt.net > >, "Greg Doyon"  
 <gdoyon@greatfallsmt.net < Caution-mailto:gdoyon@greatfallsmt.net > >  
**Subject:** Re: [Non-DoD Source] Re: OEA Grant: Malmstrom AFB - Big Sky Recreation Center (CIP1280-20-01) - Activity: Grant Agreement Awaiting Signature, HQ00052010083

Thanks Steve - no worries, we're off and running.

VR, TR  
 (703) 509-6156

---

**From:** "Steve Herrig" <sherrig@greatfallsmt.net < Caution-mailto:sherrig@greatfallsmt.net > >  
**Date:** Friday, September 18, 2020 at 16:56:01  
**To:** "Robert, Timothy B CIV OEA (USA)"  
 <timothy.b.robert.civ@mail.mil < Caution-mailto:timothy.b.robert.civ@mail.mil > >, "Greg Doyon"  
 <gdoyon@greatfallsmt.net < Caution-mailto:gdoyon@greatfallsmt.net > >  
**Subject:** [Non-DoD Source] Re: OEA Grant: Malmstrom AFB - Big Sky Recreation Center (CIP1280-20-01) - Activity: Grant Agreement Awaiting Signature, HQ00052010083

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

---

Thanks Tim, it's very exciting for us. Hope we didn't cause any undue stress for you through the process. Look forward to working with you through out this project. Have a great weekend. Thanks again.

Sent from iPhone

"Choose to make it a Great Day!"

---

**From:** Robert, Timothy B CIV OEA (USA)  
 <timothy.b.robert.civ@mail.mil < Caution-mailto:timothy.b.robert.civ@mail.mil > >  
**Sent:** Friday, September 18, 2020 5:27 PM  
**To:** gdoyon@greatfallsmt.net < Caution-mailto:gdoyon@greatfallsmt.net >  
**Cc:** sherrig@greatfallsmt.net < Caution-mailto:sherrig@greatfallsmt.net >  
**Subject:** Re: OEA Grant: Malmstrom AFB - Big Sky Recreation Center (CIP1280-20-01) - Activity: Grant Agreement Awaiting Signature, HQ00052010083

Greg and Steve,

Congrats on the award - it is official! Please countersign at your earliest opportunity. Have a great weekend!

VR, TR  
 (703) 509-6156

---

**From:** "OEA Grants Team" <donotreply@osd.mil < Caution-Caution-mailto:donotreply@osd.mil < Caution-mailto:donotreply@osd.mil %3c Caution-Caution-mailto:donotreply@osd.mil > > >  
**Date:** Friday, September 18, 2020 at 15:05:17  
**To:** "gdoyon@greatfallsmt.net < Caution-mailto:gdoyon@greatfallsmt.net > "  
 <gdoyon@greatfallsmt.net < Caution-Caution-mailto:gdoyon@greatfallsmt.net < Caution-mailto:gdoyon@greatfallsmt.net %3c Caution-Caution-mailto:gdoyon@greatfallsmt.net > > >  
**Cc:** "Robert, Timothy B CIV OEA (USA)"  
 <timothy.b.robert.civ@mail.mil < Caution-Caution-mailto:timothy.b.robert.civ@mail.mil < Caution-mailto:timothy.b.robert.civ@mail.mil %3c Caution-Caution-mailto:timothy.b.robert.civ@mail.mil > > >,  
 "sherrig@greatfallsmt.net < Caution-mailto:sherrig@greatfallsmt.net > "  
 <sherrig@greatfallsmt.net < Caution-Caution-

mailto:sherrig@greatfallsmt.net < Caution-  
 mailto:sherrig@greatfallsmt.net %3c Caution-Caution-  
 mailto:sherrig@greatfallsmt.net > > >

**Subject:** OEA Grant: Malmstrom AFB - Big Sky Recreation Center (CIP1280-20-01) - Activity: Grant Agreement Awaiting Signature, HQ00052010083

Congratulations your grant has been awarded by the Director, OEA. The grant instrument is not final until the Authorizing Official signs it, accepting the grant.

You will need to download the PDF of the grant agreement, have the Authorizing Official sign, then upload, and finally submit to OEA via the EADS II system. Should you have any questions, please contact your OEA Project Manager.

Funds cannot be obligated until the Authorizing Official signs the grant agreement, please do not delay.

Thank You,

OEA Grants Team

City of Great Falls e-mails may be subject to Montana's Right To Know law (Article II Sec 9, Montana Constitution) and may be a Public Record (2-6-1002, M.C.A.) and available for public inspection.

City of Great Falls e-mails may be subject to Montana's Right To Know law (Article II Sec 9, Montana Constitution) and may be a Public Record (2-6-1002, M.C.A.) and available for public inspection.

**MALMSTROM AFB:**

- Requirements:
  - o Maximum Course Occurrence: 1 class every other month (2x a quarter), normal scheduled 1x a quarter
  - o Maximum 16 students per course
  - o Maximum 1 instructor
  - o Maximum Space required: 1 lap lane
  - o Max time required: 4 hours of training time if max course number reached
- **Summary:** Malmstrom AFB is requesting 1 lap lane to be utilized maximum 2x a quarter (every other month) to provide training to 16 students with one instructor for a duration of 4 hours of training time.

**GUARD:**

- Requirements:
  - o Maximum Course Occurrence: 1x a quarter
  - o Maximum 25 – 30 students per course
  - o Maximum 6 instructors
  - o Maximum Space required: large open side of pool (see tab 4)
  - o Max time required: 1 full day of training with the approximate breakdown for facility use:
    - Classroom use 9-10 (1 hour)
    - Water survival portion in large side of pool from 10 – 3 (5 hours)
  - o Storage requirements listed in Tabs.
- **Summary:** MANG is requesting classroom use for 1 hour and large side of the pool to be utilized for maximum 5 hours during a one-day training period reoccurring maximum 1x a quarter to provide training to max 30 students with max 6 instructors for a total duration of duration of 6 hours of training time. Additionally, requesting equipment storage listed and described in tab 6.

Contact: 702-595-2297

**Mr. Allan Fiel**

Deputy Director  
341st Mission Support Group  
Malmstrom AFB, MT

341 MSG/CD  
21 77th Street North, Ste 149a  
Malmstrom AFB, MT 59402  
Email: allan.fiel.1@us.af.mil

Phone: (406) 731-3791  
DSN: 632-3791  
FAX: 632-4681



## City Manager's Office

### Memorandum

To: Mayor Reeves and City Commissioners

From: Gregory T. Doyon – City Manager

Re: Financing for the Fire Training Center Renovations

Date: April 1, 2025

---

At its last work session, the City Commission requested additional information related to funding the replacement of a primary training prop at GFFR's Fire Training Center (FTC) and parking lot area.

#### **Background:**

The primary training prop (tower structure) at the FTC has been unsafe and unsuitable for training recruits and firefighters for a very long time. In November 2022, Lacey and Ebeling Engineering, Inc. provided an estimated full repair proposal (including additions) for \$675,000.

#### **Reason for the Project:**

The Great Falls Fire Rescue (GFFR) Training tower requires reconstruction to provide firefighters with a modern training facility that meets operational and safety requirements. The existing five-story training tower does not comply with OSHA standards, and the cost of repairs exceeds the building's value.

The new training tower/prop will allow GFFR to meet multiple training objectives including live fire exercises, high-angle technical rescue, practicing forced entry and general fire operations.

Additionally, the current training ground has deteriorated, leading to operational challenges such as fire apparatus getting stuck in mud due to the lack of proper asphalt and concrete surfaces.

This project will provide a state-of-the-art training environment, ensuring that GFFR personnel can train in realistic conditions, including live fire scenarios, high-rise firefighting, aerial apparatus training, and high-angle technical rescue operations.

**Project Location:**

Great Falls Fire Rescue Training Center, 1900 9th St. S., Great Falls, MT 59405.

**Project Timeframe:**

Proposed Start Date: As soon as possible

Desired Completion Date: Fall 2025

In 2026, the city of Great Falls will undergo another ISO audit. Per ISO's requirements, the City must have a training center that is three or more acres with live fire capabilities and a building that is three or more stories in height.

The ISO field representative stated the GFFR Chief can "pick" when the audit is scheduled in 2026. By commencing the project as soon as possible, the City could complete the project and train for a year before the audit is performed. If successful, the city may be credited for a full year of training as part of the audit requirements.

Removal of the old tower can happen as soon as the project is approved and funding for the project is finalized.

**Project Cost Estimates:**

Project Item	Projected Cost
Demolition & Removal of Existing 5-Story Tower	\$65,000
Construction of New Live Fire/High-Rise Training Building	\$1,212,000
Removal & Replacement of Asphalt/Concrete Surfaces	\$553,500
Contingency (for unknown conditions & fluctuating costs):	\$669,500
Total Estimate	\$2,500,000

Finance recommended setting the project's contingency at 20% or more due to the magnitude of the project and the "unknowns" that may be found when the area is excavated. Additionally, estimating project costs in the current economic environment has been challenging (potential tariff impacts or other outside influences). Staff will review required contingency amounts as the project scope evolves and prior to issuing any debt.

**Funding and Financing Sources:**

The City Commission could authorize up to \$2,500,000 in **non-voted General Obligation (GO) bond debt**, with funding allocated from a 3.5-mill reduction from the former City/GFPL Management Agreement.

Non-voted General Obligation debt is debt that the City Commission can obligate the city to repay for a specific purpose without voter approval. Total non-voted debt capacity of the City of Great Falls' is \$3,616,201. In terms of annual payments, the maximum debt payment the City Commission could commit to is \$593,853 annually (includes prior non-voted General obligation debt previously approved).

Due to its favorable interest rates and available funding, the City commonly uses the Montana Board of Investments (MBOI) InterCap Loan program when committing to non-voted general obligation debt.

The total loan amount is proposed to be \$2,500,000. The current interest rate for an MBOI loan is 5%. The proposed term for the debt service is 15 years. Annual payment is estimated to be \$238,888.20.

Projected Funding Available in FY26 (w/3.5 mills) \$471,413.

**Next Steps:**

If a majority of the Commission wants to proceed with the indebtedness, staff will place the item on an upcoming agenda for formal approval to start the process. Additional City Commission action will be required during the process of issuing the debt and completion of the project.