



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
March 18, 2025
7:00 PM**

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

Public participation is welcome in the following ways:

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

Meeting Decorum Statement

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

COMMUNITY INITIATIVES

1. Miscellaneous Reports and announcements from Great Falls Area Chamber of Commerce.

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 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.

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

10. Resolution 10567, A request from Mountain View Evangelical Lutheran Church for a Conditional Use Permit 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. *Action: Conduct a public hearing and adopt or deny Res. 10567, subject to the Conditions of Approval being fulfilled by the applicants. (Presented by Brock Cherry)*
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 Ave. *Action: Conduct a public hearing and adopt or deny Res. 10575. (Presented by Brock Cherry)*

OLD BUSINESS

NEW BUSINESS

- 12. Central Ave/3rd St Drainage Improvements, Phase 2 Construction Contract. *Action: Award or not award a contract in the amount of \$3,352,727 to Capcon, LLC for the Central Ave/3rd St Drainage Improvements Phase 2 project and authorize or not authorize the City Manager to execute the necessary documents and to make the payments. (Presented by Chris Gaub)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

- 13. Miscellaneous reports and announcements from the City Commission.
- 14. Commission Initiatives.
- 15. 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 4, 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, and Susan Wolff. Commissioner Shannon Wilson was excused. Also present were City Manager Greg Doyon, Grant Administrator Tom Hazen, Public Works Director Chris Gaub, Finance Director Melissa Kinzler, Park and Recreation Director Steve Herrig, City Attorney David Dennis, Police Captain Brian Black, Fire Chief Jeremy Jones and Community Risk Specialist Kate Brewer, and City Clerk Lisa Kunz.

AGENDA APPROVAL: City Manager Greg Doyon pulled Item 9A from the Agenda. That item will be brought back before the Commission at a future work session. There were no proposed changes to the agenda by the City Commission. The Agenda was approved as amended.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

MILITARY UPDATES

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

Colonel Daniel Voorhies, Commander of the 341st Missile Wing, introduced Senior NCO of the Year, Master Sergeant Brandon Azevedo, and Airman of the Year, Senior Airman Tracy. Both airmen spoke of Great Falls as a welcoming community and enjoy their service and contributing back to the community.

Colonel Voorhies announced that MAFB held an induction ceremony for its honorary commander program on February 19, 2025. Leadership Great Falls was also provided a briefing and given a tour of MAFB last week.

PETITIONS AND COMMUNICATIONS

2. None.

NEIGHBORHOOD COUNCILS

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

BOARDS AND COMMISSIONS

4. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

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CITY MANAGER

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reminded the community that the City of Great Falls is in the process of completing its 5-Year Consolidated Plan for CDBG funding. He encouraged everyone to complete the survey on the City's website that will help the City focus on appropriations and where those funds will serve the community the best.

CONSENT AGENDA.

6. Minutes, February 18, 2025, City Commission Meeting.
7. Total Expenditures of \$2,237,665 for the period of January 30, 2025 through February 12, 2025, to include claims over \$25,000, in the amount of \$1,580,229.
8. Contracts List.
9. ~~Grants List.~~
10. Approve the purchase of one new 2024 Case 590SN Backhoe from Torgerson's Equipment of Great Falls, Montana through Sourcewell, a governmental purchasing service cooperative, in the amount of \$123,316.31.

Mayor Reeves clarified that Item 8 is the Contracts List; Item 9, the Grants List was pulled from the agenda.

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

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

Commissioner Wolff referred to Agenda Item 10 and expressed appreciation for purchasing locally and being prudent stewards of taxpayer funds.

Mayor Reeves called for the vote.

Motion carried 4-0.

PUBLIC HEARINGS

11. RESOLUTION 10568 GOLF FEES.

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

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Park and Recreation Director Steve Herrig reported that this item is a request for the Commission to conduct a public hearing and adopt Resolution 10568 to Establish Golf Fees. Resolution 10568 would repeal Resolution 10540 and set a new fee structure beginning with the 2025 golf season. The proposed increases are minimal, and would replace the fee resolution adopted last March.

Great Falls Golf LLC and City staff recommend adoption of the new fee schedule for the 2025 golf season as set forth in Resolution 10568.

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

Hearing none, Mayor Reeves asked if there were any comments from the public in support of or in opposition to Resolution 10568.

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

Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10568 – Golf Fees.

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

Commissioner Tryon inquired what the increased fees would accomplish, and requested Director Herrig explain to the public the relationship between the City and CourseCo.

Director Herrig responded that a meeting was held with CourseCo in January to establish a long-term agreement. CourseCo operates both golf courses for the City, and the City owns all of the equipment, buildings, facilities and the budget. Every year CourseCo reviews the budget in an effort to maintain current operations and anticipate future demands, and establishes fees that will help offset expenditures relating to operation, administration, equipment replacement, capital-improvement, debt, and labor costs associated with the Eagle Falls Golf Club and Anaconda Hills Golf Course.

Commissioner Tryon noted there was no public comment on this item this evening. He inquired if CourseCo or Park and Recreation staff have gotten feedback about raising fees.

Director Herrig reported that the Park and Recreation Department has not received any calls or comments in response to the proposed golf fees.

Jeff Stange, General Manager of Eagle Falls Golf Club and Anaconda Hills Golf Course, also reported that he has not received any negative comments pertaining to the fee increases. The average increase of 2.5 to 3 percent has been well received with the improvements completed at both courses. People understand CourseCo is reinvesting back into the properties. The goal in setting rates is to be able to generate enough revenue to cover expenses and also pay down the debt obligation. There are also significant capital expenditures that need to be covered.

Commissioner Wolff inquired if there was a higher percentage of memberships or pay to play golfers.

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GM Stange responded that the pass holder revenue accounts for approximately 22-23% of the total revenue, which is in line with other golf properties.

Commissioner McKenney was surprised to see Great Falls' insignificant golf fee increase make the statewide news.

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

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

12. HOUSING AND URBAN DEVELOPMENT FUNDING AGREEMENTS FOR PROGRAM YEAR 2024.

Grant Administrator Tom Hazen reported that this item is a request for the Commission to authorize the acceptance of \$777,762.00 in Community Development Block Grant (CDBG) and \$231,257.10 in HOME Investment Partnership Act (HOME) funds awarded to the City of Great Falls by the United States Department of Housing and Urban Development (HUD). These dollars provide a valuable resource to the City of Great Falls and its citizenry.

While HUD applies strict eligibility criteria to these awards, their utilization by the City itself and local community partners provides substantial benefits to the Great Falls community. CDBG may be used to rehabilitate existing housing for Low to Moderate Income (LMI) individuals or families. These funds may also be used to pay for professional services provided to LMI residents, addressing slum or blight, and economic development in the shape of new jobs. These funds may also be used by the City to invest in Public Facilities that benefit a low to moderate-income area of town.

Similarly, HOME funds may also be used for the purchase and rehabilitation of housing for LMI residents. An example is the HOME funds awarded to NeighborWorks to help fund the Baatz Building Supported Living Project. HOME funds are also used by NeighborWorks for Down Payment Assistance provided to LMI homebuyers.

There are restrictions to the application of these funds. The primary requirement of HUD funding is that 51% or more beneficiaries of CDBG or HOME funded activities be LMI residents. As a result, City Wide activities, such as Police or Fire response, are not eligible due to the fact that the majority of Great Falls residents live above the LMI threshold.

There is one consideration that will become paramount upon accepting these awards and that is HUD's CDBG timeliness rules. HUD requires that GDBG recipients utilize these funds in a timely manner and uses a statutorily defined formula to determine if recipients are compliant. Due to a wide variety of factors, the City of Great Falls was found to be untimely at the beginning of this program year. HUD did not reduce the City's award but did require the City to detail a plan for reacquiring timeliness compliance. The City has done so and is on pace to reacquire timeliness.

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Staff has identified two steps needed to address this and to ensure that not only will the City become timely in the very near future but it will also remain so going forward. First, Staff will work with HUD to adjust the City's Program Year from ending June 30th to ending on September 30th. This will benefit the City in two ways. First, it will allow the City a little more time to reacquire timeliness in the current Program Year. Second, it will more closely align the CDBG timeline with the Montana Construction window. Instead of the Program Year ending in June when the best weather for capital projects is beginning, it will now end in September.

In addition to adjusting the Program Year, Finance and Public Works have cooperated to produce two CDBG funded projects that are both eligible and may be rapidly completed. The 7th Avenue NW Reconstruction and the 32nd Street ADA improvement projects considered in Agenda Items 13 and 14, respectively, will expend these dollars in an efficient manner and are anticipated to be completed well before the new end of the Program Year.

Adjusting the City Program Year and completing the two projects on tonight's agenda will be sufficient for the City to become comfortably timely. Staff is continuing efforts by reaching out to community partners and has begun to accept applications. These proposals will be reviewed by the Grant Review Committee and, if approved, brought before this Commission for final approval in the near future.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission approve the HUD CDBG Funding Agreement in the amount of \$777,762.00 and the HOME Funding Agreement in the amount of \$231,257.10, and authorize the City Manager to execute the documents.

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

Commissioner Tryon received clarification that HUD would adjust the program year from June to September, so long as the request was made 60-days prior to the end of the program year.

Grant Administrator Hazen added that he and ARPA Project Manager Sylvia Tarman meet bi-weekly via Zoom with their HUD representative to discuss a wide variety of topics.

Commissioner Wolff inquired if the prior construction timeframe contributed to the timeliness issue.

Grant Administrator Hazen responded that a variety of aspects contributed to the timeliness issue.

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

Motion carried 4-0.

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13. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT WITH PUBLIC WORKS DEPARTMENT FOR THE 7TH AVENUE NW STREET RECONSTRUCTION PROJECT. OF 1806.3.

Grant Administrator Tom Hazen reported that on December 5, 2023 the Commission approved agreements related to the reconstruction of 7th Avenue NW between the 12th and 14th Streets NW Intersections. This funding agreement will fund the reconstruction of the 11th to 12th Street NW block of the 7th and extend the reinvigoration of the infrastructure in that area. This project, and the intent to utilize CDBG funding to finance it, was presented and approved at the February 18th City Commission meeting.

This project is an eligible use of CDBG funds. The construction, reconstruction, rehabilitation, or installation of public facilities are eligible CDBG activities. Typically, these projects are categorized under HUD's Low to Moderate Income national objective as an Area Benefit. To meet that criteria, the public facility or improvement must benefit the residents of an area where at least 51 percent of the residents meet HUD's low to moderate-income definition. 71.5% of the residents in the area identified meet the HUD LMI definition.

Additionally, public facilities and improvements projects must extend beyond simple repairs. Projects must reconstruct the facilities in order to be eligible. This project will strip the streets, sidewalks, and curbs to the ground before installing completely new infrastructure.

This project has been developed by Public Works to be rapidly implemented to help the City address timeliness requirements.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve the CDBG Funding Agreement in the amount of \$569,812.50 to the Public Works Department for the 7th Avenue NW Street Reconstruction Project.

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 4-0.

14. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT FOR THE 32ND STREET SOUTH ADA UPGRADES, CDGB, PHASE 2 PROJECT. OF 1788.2.

Grant Administrator Tom Hazen reported that HUD considers community members experiencing blindness, deafness, autism, mobility limitations, and other detailed difficulties to be "severely disabled". HUD further identifies severely handicapped citizens as statutorily Low to Moderate Income residents of a community. Projects undertaken to address architectural barriers that prevent access to public facilities to this group are eligible uses of CDBG dollars. These projects may be the construction of ramps to avoid stairs, expansion of restrooms to allow wheelchair use, or, as is the case here, the installation of Americans with Disability Act compliant sidewalk intersection hubs

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that provide easy access for physically or developmentally different members of the Great Falls Community.

Currently, the majority of these sidewalks at the intersections along 32nd Street have no ADA installations. They are simply a corner of “step up” curbs that prevent access to wheel chairs and, potentially, walkers. A few of the other intersections have older ramps that lack elements designed to increase access for residents with non-mobility limitations, such as blindness. While the area surrounding the project is not a Low Income area of Great Falls, the fact that this project is specifically designed to improve ADA access to sidewalks makes it eligible.

This project is the beginning of an effort by Public Works to address sidewalk ADA shortcomings across Great Falls. CDBG funds may be utilized as one funding source to address these shortcomings over the next few years. This project has also been identified by Finance and Public Works as an efficient use of CDBG funds so that the City may become timely by HUD regulations.

Commissioner McKenney moved, seconded by Commissioner Wolff, that the City Commission approve the CDBG Funding Agreement in the amount of \$870,085.00 to the Public Works Department for the 32nd Street South ADA Upgrades, CDBG, Phase 2 Project.

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

Commissioner Tryon requested clarification about the agreement awards in Agenda Items 13 and 14 totaling more than the CDBG funds allocated to the City in item 12.

ARPA Project Manager Hazen responded that unspent funds from previous year awards remain within the City’s line of credit.

Commissioner Tryon inquired what the point was to have a deadline for spending down the money if it is carried over.

ARPA Project Manager Hazen responded that HUD enforces the Federal Code of Regulations as written. If the City is untimely at the end of a program year, HUD could reduce the amount of award. It is in the City’s best interest to be under that threshold. Staff is identifying projects that will ensure the City is under that threshold, and are setting out plans with department’s capital improvement projects for the next few years to have identified projects roll out over time. Staff is also working with the continuum of care organizations to identify projects.

Commissioner Tryon received clarification that there is about \$2 million dollars in the account, with the exception of the two awards this evening.

Commissioner Wolff expressed appreciation for extending the 32nd Street project that started last year. That is a heavily used street by pedestrians and is on the bus route.

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

Motion carried 4-0.

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ORDINANCES / RESOLUTIONS

15. RESOLUTION 10571, 2024-2029 CENTRAL MONTANA REGIONAL HAZARD MITIGATION PLAN.

Fire Chief Jeremy Jones reported that adoption of Resolution 10571 would approve the 2024-2029 Central Montana Regional Hazard Mitigation Plan. As presented in tonight's work session, the Central Montana Regional Mitigation Plan (Plan) is the product of a regional planning process coordinated by Montana DES that began in 2022.

The purpose of this Plan is to mitigate or eliminate long-term risks to people and property from disasters or hazard events. This Plan is focused on Montana's Central Region. To be qualified for federal funding, the Plan must be voted on and approved by local government.

Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10571, the 2024-2029 Central Montana Regional Hazard Mitigation Plan.

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

Commissioner McKenney noted that dam failures were identified in the Plan. He inquired if there were similar concerns with Holter Dam as the dams along the Rocky Mountain Front with regard to a quick snowmelt or enormous rainfall event.

Chief Jones clarified that the inundation maps start at Hebgen Basin and continue down through our area of the state. If there was a complete dam failure with a cascading effect, they could project out and evacuate anyone in the low-lying areas.

Commissioner McKenney referred to section 4.2.12 of the Plan pertaining to Human Conflict. When he was younger, he remembers schools and churches having radioactive fallout signs. He inquired about timing in the event of a nuclear issue.

Chief Jones responded that he would defer the response to the MAFB Colonel regarding nuclear strikes from adversaries. GFFR routinely trains on weapons of mass destruction and has the capabilities of monitoring and responding to isolate containment zones. GFFR has resources and has trained for those terrorist type events.

Community Risk Reduction Manager Kate Brewer added that Great Falls was chosen as the host city for a spring training event with the CST Team and Montana National Guard that is still in the planning phase.

Commissioners Tryon and Wolff expressed appreciation for such a comprehensive plan and to Manager Brewer and other involved in thinking ahead and planning to protect our community.

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

Motion carried 4-0.

CITY COMMISSION

16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Wolff announced that the Cascade County Senior Center is hosting Tax Help Montana.

17. COMMISSION INITIATIVES.

None.

18. 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 4, 2025, at 7:47 p.m.**

Motion carried 4-0.

Mayor Reeves

City Clerk Lisa Kunz

Minutes Approved: March 18, 2025



Commission Meeting Date: March 18th, 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	2/13/2025 - 2/26/2025	3,455,341.72
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	2/13/2025 - 2/26/2025	879,465.82
	SUB TOTAL: \$	<u>4,334,807.54</u>
MUNICIPAL COURT CHECKS	2/13/2025 - 2/26/2025	6,898.43
	GRAND TOTAL: \$	<u>4,341,705.97</u>

GENERAL FUND

POLICE

MOTOROLA SOLUTIONS CREDIT CO ANNUAL PAYMENT MOTOROLA RADIO EQUIP. 231,570.00

FIRE

TAYLORD SYSTEMS LLC TRAINING PROP SERIES 12 31,025.00

MONTANA BOARD OF INVESTMENTS DEBT SERVICE 40,659.75

SPECIAL REVENUE FUNDS

COVID RECOVERY

A T KLEMENS INC CIVIC CENTER BOILER PMT 14 157,567.52

LIBRARY FOUNDATION

CUSHING TERRELL PROFESSIONAL SERVICES JAN 2025 39,539.29

PLANNING & COMMUNITY DEVELOPMENT

ROADWAY ASSET SERVICES LLC ROAD & ADA OVERALL CONDITION PMT 5 49,795.00

DEBT SERVICE FUNDS

WEST BANK TID BONDS

TALCOTT PROPERTIES LLC WEST BANK TIF REIMBURSEMENT 127,001.48

TALCOTT PROPERTIES LLC	WEST BANK TIF REIMBURSEMENT	143,540.87
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CAPITAL PROJECT FUNDS

ENTERPRISE FUNDS

WATER

DN TANKS LLC	33RD ST H2O STORAGE TANK REHAB PMT 7	232,501.00
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SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	318,489.18
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OLYMPUS TECHNICAL SERVICES INC	MISSOURI RIVER BANK STABIL PH 2/PMT 1	126,663.25
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SLETTEN CONSTRUCTION COMPANY	WWTP BAR SCREEN IMPROVEMENTS/PMT 1	98,969.76
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TD&H ENGINEERING	LS # 1 REPAIRS & SUPP FORCEMAIN/PMT31	61,113.50
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CENTRAL PLUMBING & HEATING	WWTP HVAC EVAL & REHAB/FINAL	53,114.41
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SANITATION

ENTERPRISE SALES	1.5, 2, 3, 4, 6, 8 & 30 YD. REFUSE DUMPSTERS	55,483.00
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PARKING

STANDARD PARKING CORPORATION	JANUARY 2025 PARKING SERVICES	35,909.15
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INTERNAL SERVICE FUNDS

HEALTH & BENEFITS

HEALTH CARE SERVICE CORP	JANUARY 2025 BCBS PAYMENT	1,082,040.13
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METROPOLITAN LIFE INSURANCE CO	MET LIFE DENTAL & VISION JAN 2025	47,028.24
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TRUST AND AGENCY FUNDS

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	42,836.00
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FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	57,832.07
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STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	76,183.61
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PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	157,888.54
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US BANK	FEDERAL TAXES, FICA & MEDICARE	242,610.88
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MONTANA STATE FUND	Q4 PREMIUM WORK COMP PAYMENT	139,140.90
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UTILITY BILLS

CLAIMS OVER \$25,000 TOTAL:		\$ 3,648,502.53
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**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: March 18, 2025

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

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

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works – Engineering Division	Montana Department of Transportation (MDT)	Spring 2025	\$0.00	Memorandum of Understanding for State-funded project UPN 10612000, SFCX104-1[5]0, 10 th Street North Drainage – GF to repair a failed 30” culvert beneath North River Road and the River’s Edge Trail, which outfalls into the Missouri River OF 1840.0



Commission Meeting Date: March 18, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

- Item:** Resolution 10565 – Set the public hearing for the request of a Conditional Use Permit (CUP) for 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.
- From:** Kayla Kryzsko, Assistant City Planner, Planning & Community Development
- Initiated By:** Matthew McDonald, McD LLC, Owner
- Presented By:** Brock Cherry, Director, Planning and Community Development
- Action Requested:** City Commission set a public hearing for Resolution 10565 on April 15, 2025.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for Resolution 10565 on April 15, 2025.”

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

Neighborhood Council, Zoning Commission, & Staff Recommendation: The request was presented to the Neighborhood Council #6 at its February 5, 2025 meeting. A neighboring property owner attended the meeting and expressed concern about the location of the originally proposed driveway, which was near their residence. The neighbor and the applicant agreed to further discussions to reach a mutually acceptable solution. The Council voted 4-0 in support of the proposed CUP.

Following the Neighborhood Council meeting, the request was presented to the Zoning Commission at a public hearing on February 25, 2025. During the hearing, City staff informed the Zoning Commission that the applicant and a neighboring property owner had discussed the proposed second access to serve the contractor yard. It was agreed between the parties that only the existing access from Upper River Road would be used, and no additional accesses would be permitted. Consequently, the Zoning Commission incorporated a condition into its approval, specifying that the Conditional Use would be limited to utilizing the existing vehicular access point.

At the conclusion of the public hearing, the Zoning Commission voted unanimously, 6-0, to recommend that the City Commission approve the applicant’s request for a Conditional Use Permit (CUP) for a “Contractor Yard, Type I” land use, including an additional allowance of up to 2,500 square feet of

temporary storage containers and with the added condition that no new vehicular accesses would be permitted from Upper River Road.

Staff recommends approval with the following conditions:

Conditions of Approval:

1. **Subsequent modifications and additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. **Changes in Use:** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly limited. A significant change in the type or level of activity, including changes in the number of employees or operating hours, or changes in the types of materials present on the site, may void the conditional use permit. Proposed changes shall be submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.
3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance, if the operation has not been established for the applicant's request. The Administrator may extend the expiration date by up to one year if substantial work is ongoing.
4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
5. **Screening:** The applicant is required to screen the contractor yard from the public right-of-way prior to the establishment of the use of the contractor yard. A 6-foot-high, 100% opaque fence running north/south along the Upper River Road frontage shall be installed.
6. **Buffer Between Uses:** In accordance with OCCGF 17.44.3.030(F), a minimum 15-foot landscape buffer shall be maintained where a non-residential use abuts a residential use.
7. **Storage Containers:** Storage containers on site shall be temporary, and may not be located upon the subject property after forty-eight (48) months of approval of the conditional use. The total area of storage containers shall not exceed two thousand and five hundred (2,500) square feet. The containers shall be painted in colors that are natural with the surroundings and screened from the public right-of-way and shall be removed within 60 days upon final inspection of the shop structure construction.
8. **Additional Access:** No additional vehicular access from Upper River Road will be permitted for the use of the contractor yard. The existing access off Upper River Road, as illustrated in the attachment titled "*Subject Property Existing Access*", shall be the sole point of entry.
9. **Stormwater management:** In accordance with OCCGF 13.24.080 (A), if a phased development plan results in 15,000 square feet or more of impervious surface coverage, or more than one acre of disturbance within the planning area, the applicant must submit a drainage plan for review.

The applicant shall submit a stormwater management plan for approval by the City's Public Works Department. Additionally, if the development disturbs more than 10,000 square feet, an erosion control plan for active construction must also be submitted to the City's Environmental Division for review.

- 10. Licensing:** Before commencing operations of the contractor yard, the applicant must secure a business license from the City of Great Falls and ensure adherence to all applicable building, zoning, and fire safety regulations.
- 11. Noise Limitations:** Per OCCGF 8.53.040 the applicant shall ensure that noise levels do not exceed 55dB(A) from 7:00 a.m. to 8:00 p.m. and 50 dB(A) from 8:00 p.m. to 7:00 a.m. at the property line.
- 12. Parking:** The applicant shall provide off-street parking to accommodate employees and business activity.
- 13. Future Development Permitting:** All future development permits shall comply with the codes and ordinances of the City of Great Falls, the State of Montana, and any other applicable regulatory agencies. The required plans and specifications will be reviewed by representatives from the City's Planning Division, Building Division, Engineering Division, and Great Falls Fire Rescue to ensure full compliance with all regulations.
- 14. Acceptance of Conditions:** The amendment will not go into effect until the applicant acknowledges in writing that it has received, understands, and agrees to comply with these conditions of approval.

Background: In April of 2024, the City received a complaint regarding activities on the property. In response, the City notified the property owner to remove all items related to the business operations. Following the complaint, City staff met with the applicant to discuss the necessary CUP and property improvements to ensure the activity would be compatible with the surrounding neighborhood.

The applicant and property owner, Matthew McDonald, is requesting a Conditional Use Permit (CUP) to allow a Type I Contractor Yard land use upon the property located at 3104 Upper River Road. The applicant purchased the property, legally described as Lot 22 of McLean Garden Tracts, in January of 2024. The subject property is approximately 4.95 acres and has an existing single-family residence with a detached garage.

The applicant requests to establish a Type I Contractor yard for his construction business, McD LLC, with an additional allowance of up to 2,500 square feet of temporary storage containers until he is able to construct a building to store his equipment and materials. The CUP will require all other standards of a Type I Contractor Yard listed within the Official Code of the City of Great Falls (OCCGF) 17.20.6.270 provided below:

"Contractor yard, type I" means a contractor yard that would be compatible in size and scope in a residential setting as defined by performance standards herein described or as may be adopted.

- A. **Generally.** These standards do not apply to contractor yards in Industrial zoning districts
- B. **Lot size requirements.** The minimum lot size shall be one (1) acre.
- C. **Limitations on equipment.** No more than two (2) pieces of heavy equipment exceeding three (3) tons may be stored on the premises.

- D. **Storage of material.** Exterior storage of construction materials, wastes, or any other material related to the operation of the contractor yard is prohibited.
- E. **Buildings.** A building(s) not exceeding a cumulative total of three thousand (3,000) square feet shall be constructed on the premises to accommodate the contractor's operations.

A “Contractor Yard” is defined as “a place and/or building, or portion thereof, that is used or is intended to be used by a contractor/builder with one (1) of more of the following: construction material storage, machinery storage or repair, including truck and heavy equipment, shops, and office space.” Without a CUP, the owner is unable to establish a Type I Contractor Yard within the R-1 Single-family Suburban zoning district, as this use is only permitted in such districts through a Conditional Use Permit.

Conditional Use Permit: The property owner has submitted an application for a CUP to establish a Type I Contractor Yard, with an additional allowance of up to 2,500 square feet of temporary storage containers at 3104 Upper River Road. Approval of the CUP is required to establish the use of a Type I Contractor Yard within the existing R-1 zoning district.

As part of the request, the applicant seeks approval for an additional allowance to what is allowed as part of a Type I Contractor Yard. Specifically, the applicant requests the following:

Temporary use of storage containers located on site. City code permits storage containers in Industrial zoning districts. The applicant proposes to temporarily place storage containers on-site for the storage of tools and materials related to McD LLC business operations. These containers will be removed from the property upon construction of a permanent structure OR after forty-eight (48) months of from the approval of the conditional use permit

The proposed project includes modifications to the site to accommodate the proposed use. The applicant will be required to make site improvements to bring the property into conformance with all applicable codes, including Title 17 of the OCCGF. These requirements are intended to mitigate the impact of the contractor yard on the surrounding residential area. Planning staff reviewed these requirements such as screening and setbacks with the applicant, which are listed within the Conditions of Approval.

2013 Growth Policy Update Analysis: Staff has reviewed the City’s 2013 Growth Policy Update and has concluded the policy supports the proposed conditional use to establish a Type I Contractor Yard upon the subject property. Specifically, on page 157 regarding the “Economic Goals” to Promote a “business friendly” attitude and support the use of an ombudsman role in all facets of business development. Additionally, within the “Physical Goals”, the policy advised Promoting and incentivizing infill development that is compatible with the scale and character of established neighborhoods and to encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City’s existing infrastructure on page 165.

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

Fiscal Impact: Approval of the Conditional Use Permit would have no adverse fiscal impacts on the City of Great Falls. The applicant will pay for the cost of site improvements, including the construction buildings, screening, and improvements to meet stormwater management requirements.

Alternatives: The City Commission could deny Resolution 10565 on the first reading and not set the public hearing.

Concurrences: Representatives from the City's Engineering Division, Great Falls Fire Rescue, and Building Division have reviewed the proposal and have no objections to the issuance of the Conditional Use Permit.

Attachments/Exhibits:

- Resolution 10565
- Basis of Decision
- Location Map
- Zoning Map
- Project Narrative
- Preliminary Plans
- Subject Property Existing Access

RESOLUTION 10565

A RESOLUTION 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.

* * * * *

WHEREAS, Matthew McDonald, McD LLC, Owner, has petitioned the City of Great Falls for a Conditional Use Permit to allow for 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 legally described as Lot 22 of McLean Garden Tracts, Section 23, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana; and

WHEREAS, the subject property is presently within the R-1 Single-family Suburban zoning district, wherein the use of a “Contractor yard, Type I” is permitted upon approval of a Conditional Use Permit; and

WHEREAS, the proposed Conditional Use Permit for establishing the use of a “Contractor yard, Type I” with additional allowance of up to 2,500 square feet of temporary storage containers, meets the Basis of Decision requirements in the Official Code of the City of Great Falls Section 17.16.36.040; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on Febraury 25, 2025, to consider said Conditional Use Permit application, and at the conclusion of said hearing passed a motion recommending a Conditional Use Permit be granted for the subject property to allow the establishment of a “Contractor yard, Type I” with an additional allowance of up to 2,500 square feet of temporary storage containers, subject to the following conditions:

Conditions of Approval:

- 1. Subsequent modifications and additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the

- finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. **Changes in Use:** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly limited. A significant change in the type or level of activity, including changes in the number of employees or operating hours, or changes in the types of materials present on the site, may void the conditional use permit. Proposed changes shall be submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.
 3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance, if the operation has not been established for the applicant's request. The Administrator may extend the expiration date by up to one year if substantial work is ongoing.
 4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
 5. **Screening:** The applicant is required to screen the contractor yard from the public right-of-way prior to the establishment of the use of the contractor yard. A 6-foot-high, 100% opaque fence running north/south along the Upper River Road frontage shall be installed.
 6. **Buffer Between Uses:** In accordance with OCCGF 17.44.3.030(F), a minimum 15-foot landscape buffer shall be maintained where a non-residential use abuts a residential use.
 7. **Storage Containers:** Storage containers on site shall be temporary, and may not be located upon the subject property after forty-eight (48) months of approval of the conditional use. The total area of storage containers shall not exceed two thousand and five hundred (2,500) square feet. The containers shall be painted in colors that are natural with the surroundings and screened from the public right-of-way and shall be removed within 60 days upon final inspection of the shop structure construction.
 8. **Additional Access:** No additional driveways or accesses will be permitted for the use of a Type 1 Contractor Yard. The existing access off Upper River Road shall be the sole point of entry.
 9. **Stormwater management:** In accordance with OCCGF 13.24.080 (A), if a phased development plan results in 15,000 square feet or more of impervious surface coverage, or more than one acre of disturbance within the planning area,

- the applicant must submit a drainage plan for review. The applicant shall submit a stormwater management plan for approval by the City's Public Works Department. Additionally, if the development disturbs more than 10,000 square feet, an erosion control plan for active construction must also be submitted to the City's Environmental Division for review.
- 10. Licensing:** Before commencing operations of the contractor yard, the applicant must secure a business license from the City of Great Falls and ensure adherence to all applicable building, zoning, and fire safety regulations.
- 11. Noise Limitations:** Per OCCGF 8.53.040 the applicant shall ensure that noise levels do not exceed 55dB(A) from 7:00 a.m. to 8:00 p.m. and 50 dB(A) from 8:00 p.m. to 7:00 a.m. at the property line.
- 12. Parking:** The applicant shall provide off-street parking to accommodate employees and business activity.
- 13. Future Development Permitting:** All future development permits shall comply with the codes and ordinances of the City of Great Falls, the State of Montana, and any other applicable regulatory agencies. The required plans and specifications will be reviewed by representatives from the City's Planning Division, Building Division, Engineering Division, and Great Falls Fire Rescue to ensure full compliance with all regulations.
- 14. Acceptance of Conditions:** The amendment will not go into effect until the applicant acknowledges in writing that it has received, understands, and agrees to comply with these conditions of approval.

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

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

That a Conditional Use Permit be granted to allow for 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, upon the owner complying with the conditions listed herein; and,

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

completion. If the Conditional Use is established, but ceases to operate for more than six (6) months, the Conditional Use Permit shall expire.

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on April 15, 2025.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting the approval of a Conditional Use Permit (CUP) for a “Contractor yard, Type I” upon a property within the R-1 Single-family Suburban zoning district located at 3104 Upper River Road and legally described as Lot 22 of McLean Garden Tracts, Section 23, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

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

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

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

- **Economic Goals**

- Promote a “business friendly” attitude and support the use of an ombudsman role in all facets of business development. Page 157

- **Physical Goals**

- Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods. Page 165
- Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City’s existing infrastructure. Page 165
- Support actions that bring properties into conformance with the City’s Land Development Code requirements over time. Page 167

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

The CUP allows the City to review the proposed project and place appropriate conditions on the specific project to help mitigate or reduce the total off-site impacts a project may have on the surrounding properties and environment. For this request, the Conditions of Approval include requirements such as screening, a landscaped buffer, and the exclusive use of the existing vehicle access point from Upper River Road, with no additional access permitted. These measures are designed to protect public health, safety, and welfare. Additionally, the request allows for up to 2,500 square feet of temporary storage containers to securely store tools and materials out of public view.

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

The proposed project is located within the R-1 Single-Family Suburban zoning district, which is intended to support low-density, single-family residential development on larger lots. Although the contractor yard is intended to meet the operational needs of the property owner's business, it will require specific site improvements – such as screening and a landscape buffer, and appropriate setbacks. These requirements are intended to maintain the neighborhood's character and protect property values. The request allows for temporary storage containers. The total allocation of storage units will not exceed 2,500 square feet and will be temporary, as outlined in the Conditions of Approval. The proposed project aligns with surrounding properties that feature similar business-oriented land uses, and as such, the conditional use is not expected to negatively impact the enjoyment or property values of nearby properties.

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

The conditions of approval are proposed to minimize effects on the surrounding area. The proposed project is designed to complement the existing land uses in the surrounding area and will not hinder the potential for future orderly development or the implementation of uses permitted within the area.

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

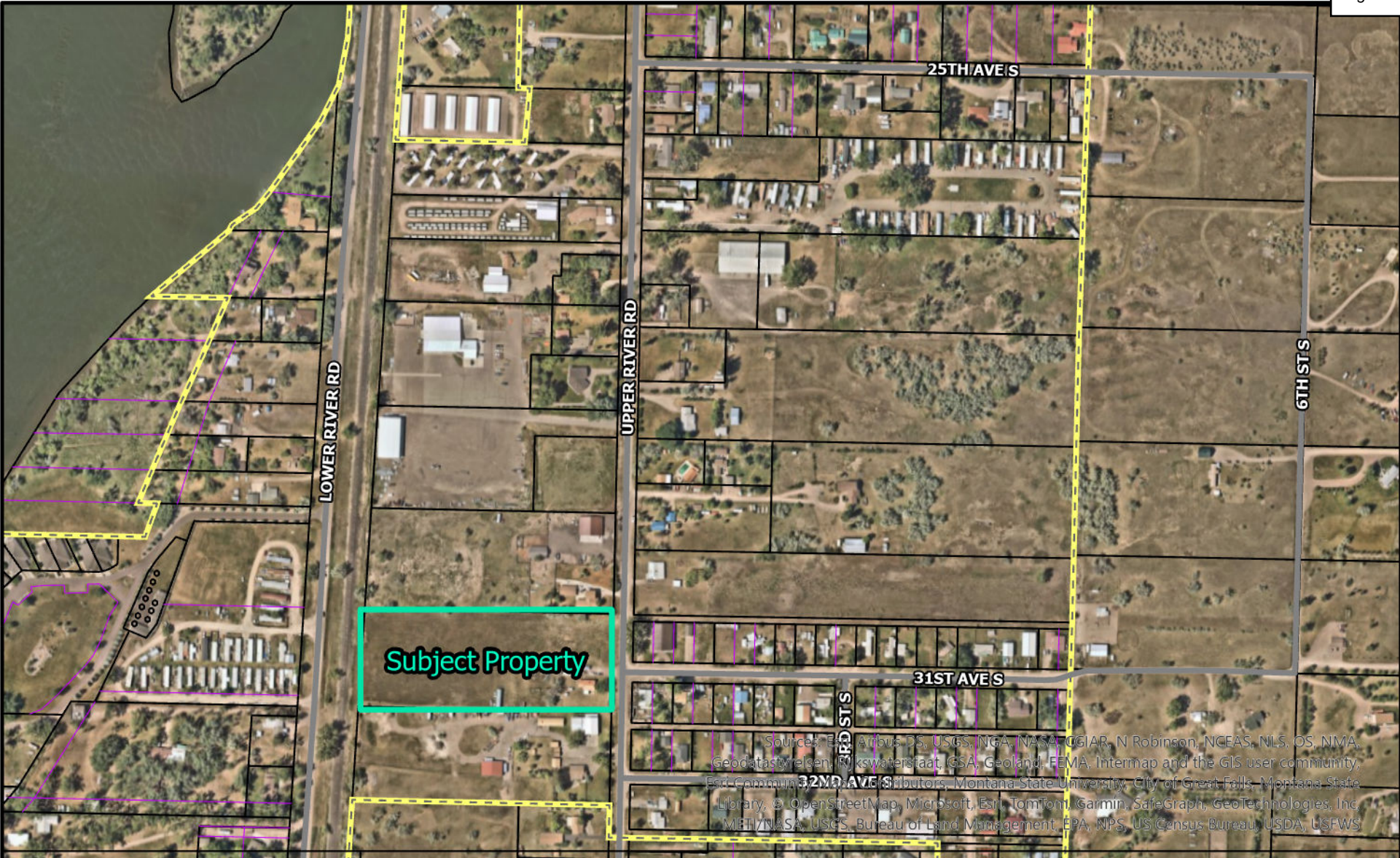
Adequate utilities, access roads, drainage systems, and other necessary facilities currently exist around the subject property and will be able to support the operation and functionality of the proposed project. This includes ensuring reliable access to public utilities such as City water and sewer services, as well as access roads and stormwater management systems to prevent flooding and ensure environmental protection. These facilities are designed to accommodate the needs of the project while minimizing potential impacts on the surrounding area.

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

The subject property is currently accessed via an approach from Upper River Road. This existing vehicular access point will serve as the sole means of ingress and egress for both the residential use and the contractor yard. Given the nature of the business, most of the work will occur off-site. The access will be used on an as-needed basis for transporting equipment, tools, and materials to and from job sites.

- 7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.**

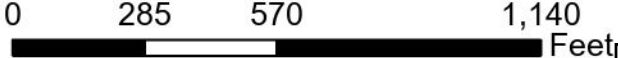
The proposed project will adhere to all relevant regulations outlined in Title 17 – Land Development Code. Prior to commencing any construction activities, the applicant must secure all necessary permits from the Planning and Community Development Office and ensure compliance with all applicable codes, ordinances, and requirements set forth by the City of Great Falls, the State of Montana, and any other relevant regulatory agencies.

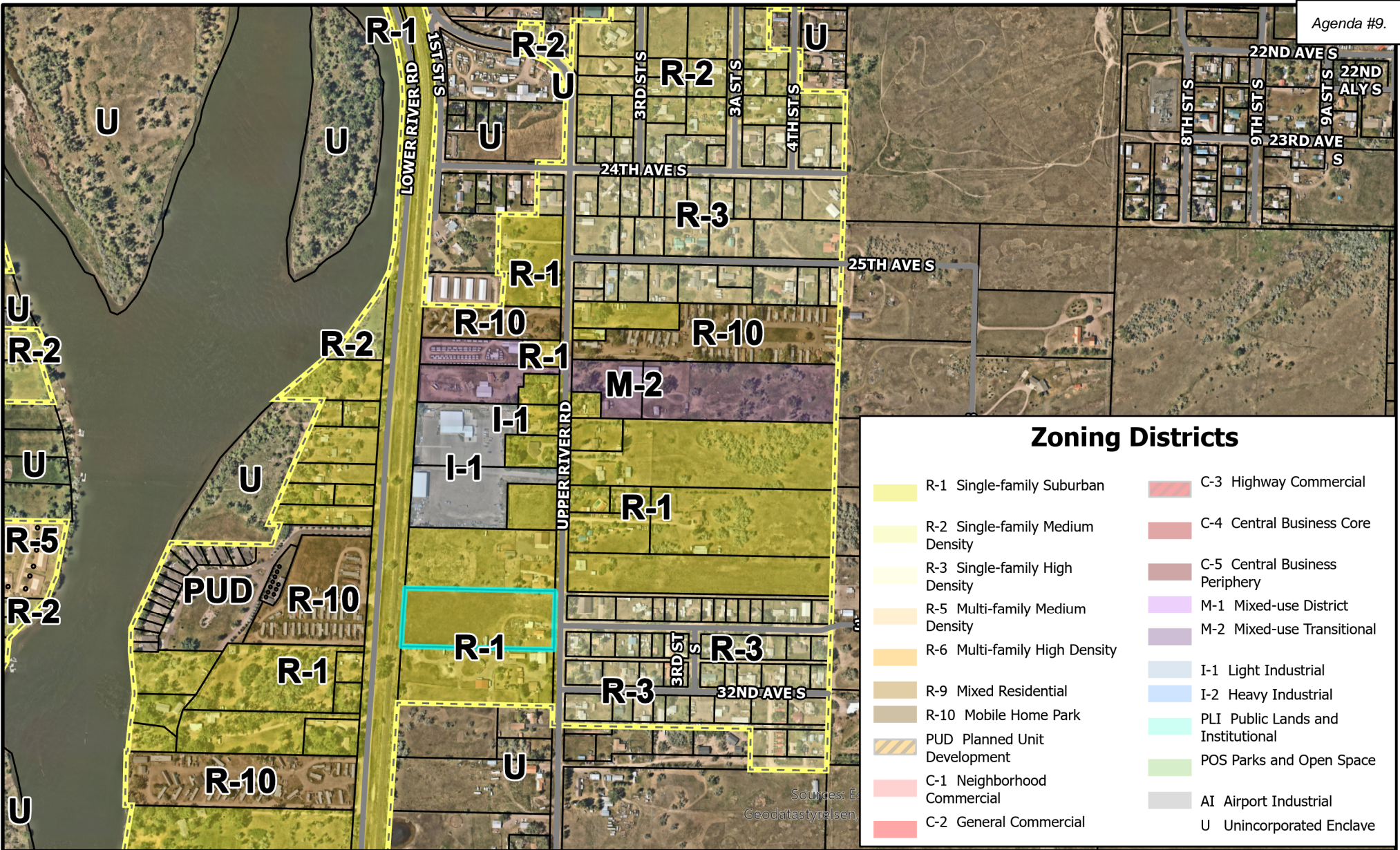


Location Map

ADDRESS: 3104 UPPER RIVER RD

- City Addresses
- City Limit
- Parcels

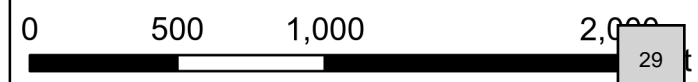




Zoning Map

ADDRESS: 3104 UPPER RIVER RD

- City Addresses
- City Limit
- Parcels



Project Overview

I, Matthew McDonald and my brother Gerald McDonald are partners in the construction business known as McDonald Construction and Design LLC, also referred to as McD LLC. We are Great Falls locals who have worked hard to create a life and career that we wake up every day excited and motivated to innovate for our clients. To clarify, all log homes we manufacture will be at the job site. We would not manufacture log homes at this property.

To continue, we genuinely want to help wherever we can. Both of us have goals to continue our education in our respective interests—electricity and plumbing. Our combined skill sets encourage us to constantly achieve more, create more, learn more, and, most of all, give back to the community.

When the Great Falls and surrounding residents are hit with the temperamental weather, we all know so well, McD LLC often tells clients that when unfortunate, unpredictable circumstances such as damaged roofs, siding, or floods happen, McD LLC is more than eager to work with clients and their insurance for assistance and coverage on the necessary renovations.

McD LLC acquired the property at 3104 Upper River Road through a family friend. I, Matthew McDonald, had always had my eye on this plot of land. I would visit it frequently in high school with my peers and I always knew I wanted to one day own it. When Kathy Lakey decided to sell after the passing of her husband Thomas Lakey, she knew that I had big plans and had always envisioned making the property worth something more for myself. She graciously passed the deed and the plans began.

The main purpose of McD LLC is to complete remodeling/construction requests across Montana. Including home remodels, but mostly log cabin construction, usually from the ground up on private land and ranches. Our crew is made up of subcontractors who choose to travel to with the business wherever our specialties are needed. The property will be used to store materials, tools, and equipment. Contractors will appear at the property on scarce occasions since their contracted hours are spent serving clients throughout the State.

Business operations:

1. Equipment in Contractor Yard
 - a. Skid Steer, Mini Excavator, Telehandler, Boom lift, Dump Trailers, Enclosed trailers, Flatbed Trailer
2. Materials stored on Contractor Yard
 - a. Siding Material, Roofing Material, and Tools, they will be stored in shipping containers until garage is built.
 - b. Stored at the South East side of the back of the property transported by log truck.
3. Hours of business operation
 - a. 7am-4:30pm
4. There will be less than 10 contractors.

- a. Work is done on site. When contractors are at the property it is to haul materials to the job site and that will not be daily but only when necessary. 10 contractors max may come and go at a given day due to any circumstances, however, most days it will be an average of 3 contractors a day.
5. Our contractors carpool in as little vehicles as possible to conserve gas. Since they carpool around 1-2 vehicles may be at the property at any given time due to this situation. All vehicles that are driven to the job sites are driven by the licensed title owners and there are no “company designated” trucks.

Proposed Fence:

1. Residential style fence running along the east and west border of the property where the front of the house begins, just as described, to screen the visibility.
 - o Goal is to look residential and conform with the neighboring areas
 - This would be constructed first

Proposed Shipping Containers:

1. Would like to use shipping containers for storage while the shop is being constructed. Containers are intended for temporary use and will be removed once the shop is constructed.
2. Storage containers will be limited to a total area of 2,500 square feet on the property.
3. Located out of view from the main road.
 - The Storage container will meet setbacks of 15 feet from the side property lines.

The City has expressed interest in acquiring a water and sewer easement.

We will gladly allow the easement if we can attach to city water and sewer.

Proposed Structures:

1. Residential type 3,000 sq ft garage
 - o Shop will hold business tools and materials..
 - o Residential garage would be constructed fourth.

Site Plan:

1. Yellow: Fence
2. Red: Connex
3. Blue: 3,000 sq ft

Agenda #9.

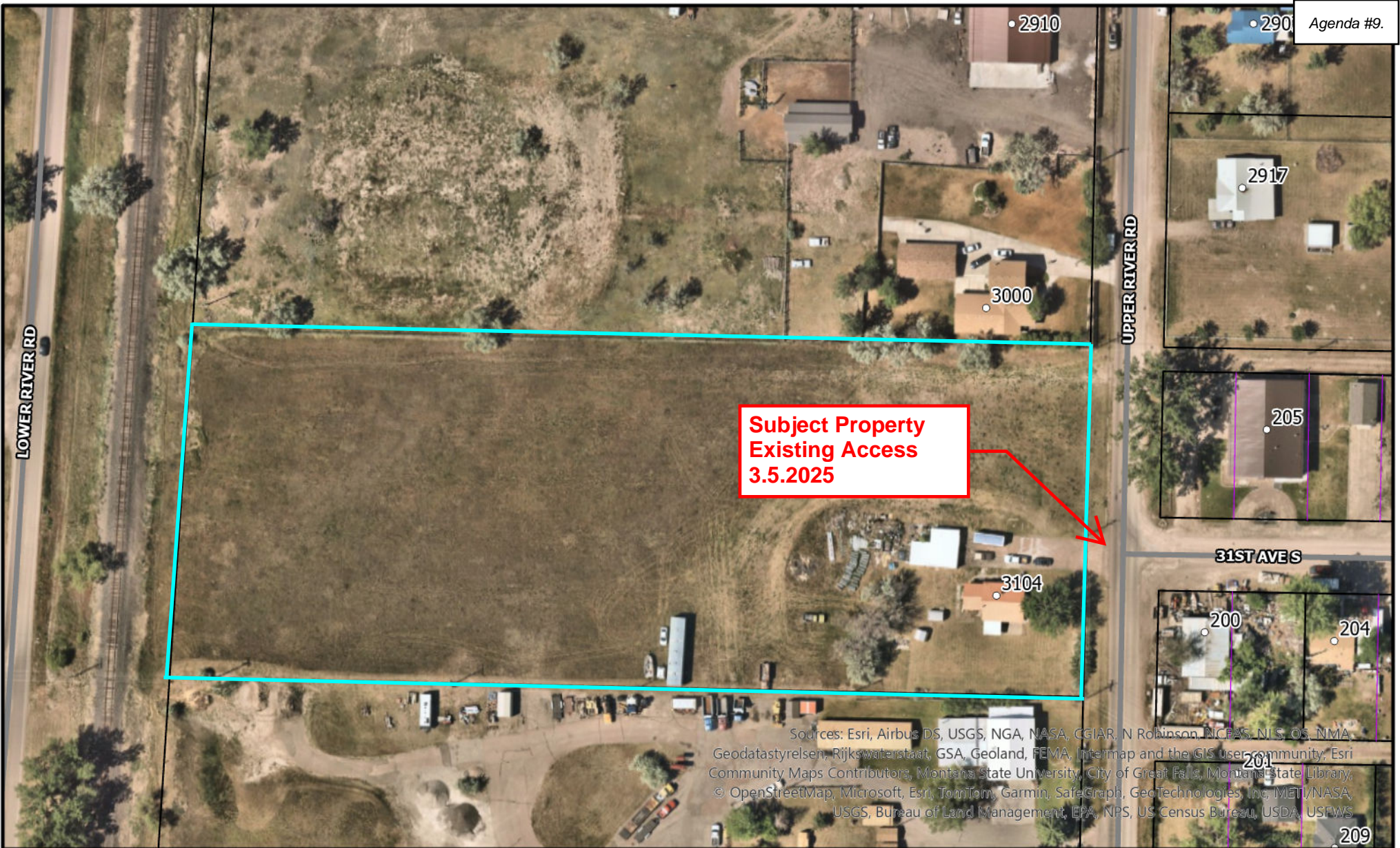
2,000 sq ft of
temporary
storage
containers

3,000 sq ft shop

15 ft set back

32





**Subject Property
Existing Access
3.5.2025**

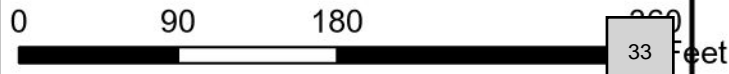
Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, INCBAS, NLS, OS, NMA, Geodastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Montana State University, City of Great Falls, Montana State Library, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS



Access Point

ADDRESS: 3104 UPPER RIVER RD

- City Addresses
- City Limit
- Parcels





Commission Meeting Date: March 18, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

- Item:** Resolution 10567 – 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, Great Falls, Montana.
- From:** Tracy Martello, Assistant City Planner, Planning and Community Development
- Initiated By:** Mountain View Evangelical Lutheran Church
Tony Spek and Keith Gibbs, Church Council Members
- Presented By:** Brock Cherry, Director, Planning and Community Development
- Action Requested:** City Commission adopt Resolution 10567

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10567 subject to the Conditions of Approval being fulfilled by the applicants.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Zoning Commission, Neighborhood Council & Staff Recommendation: 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. Further, Neighborhood Council #3 met on February 6th, 2025, and voted 3-0 in support of the proposed CUP.

Staff recommends approval with the following conditions:

Conditions of Approval:

1. **Modifications:** It is understood that minor changes are often necessary during the development and operation of a conditional use. The Administrator (the Administrator is the City employee assigned by the City Manager to administer conditional uses) is hereby authorized to permit minor changes, as provided below.
2. **Changes in Use:** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly limited. A significant change in the type or level of activity, may void the conditional use permit. Proposed changes shall be submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.
3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance, if the operation has not been established for the applicant's request. The Administrator may extend the expiration date if substantial work is ongoing.
4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
5. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
6. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

Background: Mountain View Evangelical Lutheran Church submitted an application for a Conditional Use Permit (CUP) to expand its non-conforming "worship facility" use. The proposal includes a 2,334 square-foot addition to the existing church building (worship facility) located at 800 Sacajawea Drive, which is situated within the R-2 Single-Family Medium Density zoning district. The addition will be constructed on the west side of the existing church building along 8th Street NE. The applicant plans to utilize the first floor (1,169 square feet) for a fellowship hall and a pastor's office, while the basement area (1,165 square feet) will be designated as a transitional space.

According to the applicant's narrative, 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. The additional space will provide dedicated classrooms to improve classroom management, reduce noise, and accommodate modern learning technologies.

The proposed addition is designed to enhance the church's functionality for its current congregation which 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 on-site parking.

Conditional Use Permit: The 1.45 acre property includes the Church and a parsonage located to the east. The Church was established in 1966. The City’s current zoning for the subject property, R-2 Single-Family Medium Density, requires that a church (worship facility) obtain a conditional use permit in order to operate. When the applicant engaged the City about the project, they were informed the process for expanding the non-conforming use of a worship facility located in the R-2 Single-Family zoning district is through a Conditional Use Permit (CUP).

To the west of the subject property is City parkland, known as Riverside Baseball Field. To the south, the zoning designation is R-5 Multi-Family Medium Density, which consists of existing residential fourplexes. Properties to the east and north are within the R-2 Single-Family Medium Density zoning district, consisting of single-family homes.

The building expansion is not intended to accommodate a growing membership. In discussions with the applicant, it was determined that the existing parking lot is sufficient for current membership. According to the building plan submission, the worship space has an occupancy of up to 98 parishioners. Parking requirements for worship facilities are one parking space per five seats, as outlined in OCCGF §17.36.2.020. The current lot meets the need of 20 parking spaces. City Staff concludes the current parking arrangement provides adequate capacity.

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

Notice of this Public Hearing was published in the Great Falls Tribune on March 2, 2025. Notice was additionally mailed to all property owners within 150 feet of the subject property, and a sign was posted on the property.

In addition to this CUP request, the building expansion project will require a building permit. Representatives from the City’s Planning Division, Building Division, Engineering Division and Great Falls Fire Rescue have met with the applicant to discuss the building permit and will review the required plans and specifications. Within the Conditions of Approval, establishment of a CUP is required within one year of approval. The applicant has indicated that building addition is anticipated to commence spring of 2025.

2013 Growth Policy Update Analysis: Staff has reviewed the City’s 2013 Growth Policy Update and concluded that it supports the proposed conditional use permit to expand the nonconforming use. The project addresses the church’s need for additional space to congregate before and after services. The Growth Policy supports this request, particularly its social goal on page 29, which states, “To recognize the many societal inter-relationships that contribute to an individual’s well-being and advancement.” Furthermore, the Growth Policy encourages the redevelopment of underutilized properties. The conditional use permit would facilitate the expansion of the property, which, as stated on page 161, “maximizes the City’s existing infrastructure.” This request aligns with the 2013 Growth Policy by enhancing social connectivity and utilizing existing public infrastructure to support sustainable growth.

Public Comment: Public comment was presented at the Zoning Commission meeting on January 28th by a concerned Citizen. Their concern was for the foot traffic from the nearby schools and that the building addition would impede visibility along 8th Street NE. The individual provided an exhibit showing visibility from different locations near the site and is provided as “*Exhibit A - Public*”

Comment”. The Citizen and Zoning Commission were informed by staff that the building meets the visibility triangle requirements listed within code, additionally, it meets the requirements of the side yard setbacks required within the zoning district.

Fiscal Impact: Approval of the Conditional Use Permit would have no adverse fiscal impacts on the City of Great Falls. The Church will pay for the cost of site improvements, and City Police and Fire already serve the property.

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

Concurrences: Representatives from the City’s Engineering Division, Great Falls Fire Rescue, and Building Division have reviewed the proposal and have no objections to the issuance of the Conditional Use Permit.

Attachments/Exhibits:

- Resolution 10567
- Basis of Decision
- Location Map
- Zoning Map
- Project Narrative
- Preliminary Plans
- Exhibit A - Public Comment

RESOLUTION 10567

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT 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, GREAT FALLS, MONTANA.

* * * * *

WHEREAS, Mountain View Evangelical Lutheran Church has submitted an application for a Conditional Use Permit to expand its nonconforming use to construct a building addition onto the existing worship facility upon the property addressed as 800 Sacajawea Avenue, Great Falls, Montana legally described as lots 1, 16-18 of Block 6, N Riverview Terrace Addition Section 5 Part 1, Section 36, T21N, R3E, Cascade County, Montana; and,

WHEREAS, the subject property is presently within the R-2 Single-Family Medium Density zoning district, wherein the nonconforming use of a “worship facility” was established in 1966; and,

WHEREAS, an expansion of the nonconforming use to include a building addition is allowed upon approval of a Conditional Use Permit; and,

WHEREAS, the proposed Conditional Use Permit to allow the expansion of a nonconforming “worship facility” land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on January 28th, 2025, to consider said Conditional Use Permit application, and at the conclusion of said hearing passed a motion recommending a Conditional Use Permit be granted for the subject property to allow for the nonconforming use to construct a building addition, subject to the following conditions:

Conditions of Approval:

- 1. **Modifications:** It is understood that minor changes are often necessary during the development and operation of a conditional use. The Administrator (the Administrator is the City employee assigned by the City Manager to administer

conditional uses) is hereby authorized to permit minor changes, as provided below.

2. **Changes in Use:** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly limited. A significant change in the type or level of activity, may void the conditional use permit. Proposed changes shall be submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.
3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance, if the operation has not been established for the applicant's request. The Administrator may extend the expiration date if substantial work is ongoing.
4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
5. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
6. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

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

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

That a Conditional Use Permit be granted to expand the nonconforming use of a "worship facility" to construct a building addition onto the existing worship facility for the property addressed as 800 Sacajawea Drive, Great Falls, Montana, conditioned upon the owner complying with the conditions listed herein; and,

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

completion. If the Conditional Use is established, but ceases to operate for more than six (6) months, the Conditional Use Permit shall expire.

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on March 18, 2025.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting a Conditional Use Permit (CUP) to allow the expansion of a church (worship facility), which includes a building addition onto the existing church in the R-2 Single-Family Medium Density zoning district for 1.25 acres addressed as 800 Sacajawea Drive and legally described as Lots 1, 16-18 of Block 6, North Riverview Terrace Addition Section 5, Part 1, Section 36, T21N, R3E, P.M.M., City of Great Falls, Cascade County, Montana.

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

The proposed conditional use for the subject property is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposed project specifically supports the following Goals and Policy from the Social, Physical, and Implementation portions of the Growth Policy:

- **Social Goals**
 - To recognize the many societal inter-relationships that contribute to an individual's well-being and advancement. Page 29
- **Physical Goals**
 - Foster a development pattern that encourages infill development, adaptive reuse and the use of existing infrastructure as opposed to sprawl, low density and haphazard development. Page 88
 - Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods. Page 161
- **Implementation Goals**
 - Encouraging social connectivity in neighborhood design and lay-out. Page 123
 - Supporting mixed land use and densities that supports connections between uses. Page 124

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

The establishment, maintenance or operation of the proposed conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare of the community. The worship facility is established and fits into the context of the surrounding area.

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

The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. It is not anticipated that this project would diminish and impair property values within the neighborhood.

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

The proposed project will not impede the normal and orderly development and improvement of surrounding properties. To the west of the subject property is City of Great Falls parkland, known as Riverside Baseball Field. To the south the zoning designation is R-5 Multi-Family Medium Density, which contains existing fourplex multi-family units. To the east and north is the R-2 Single-Family Medium Density zoning district, consisting of single-family homes. This area has a

diverse mix of zoning designations, and for this reason the Conditional Use fits well onto the subject property and within the context of the surrounding properties.

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

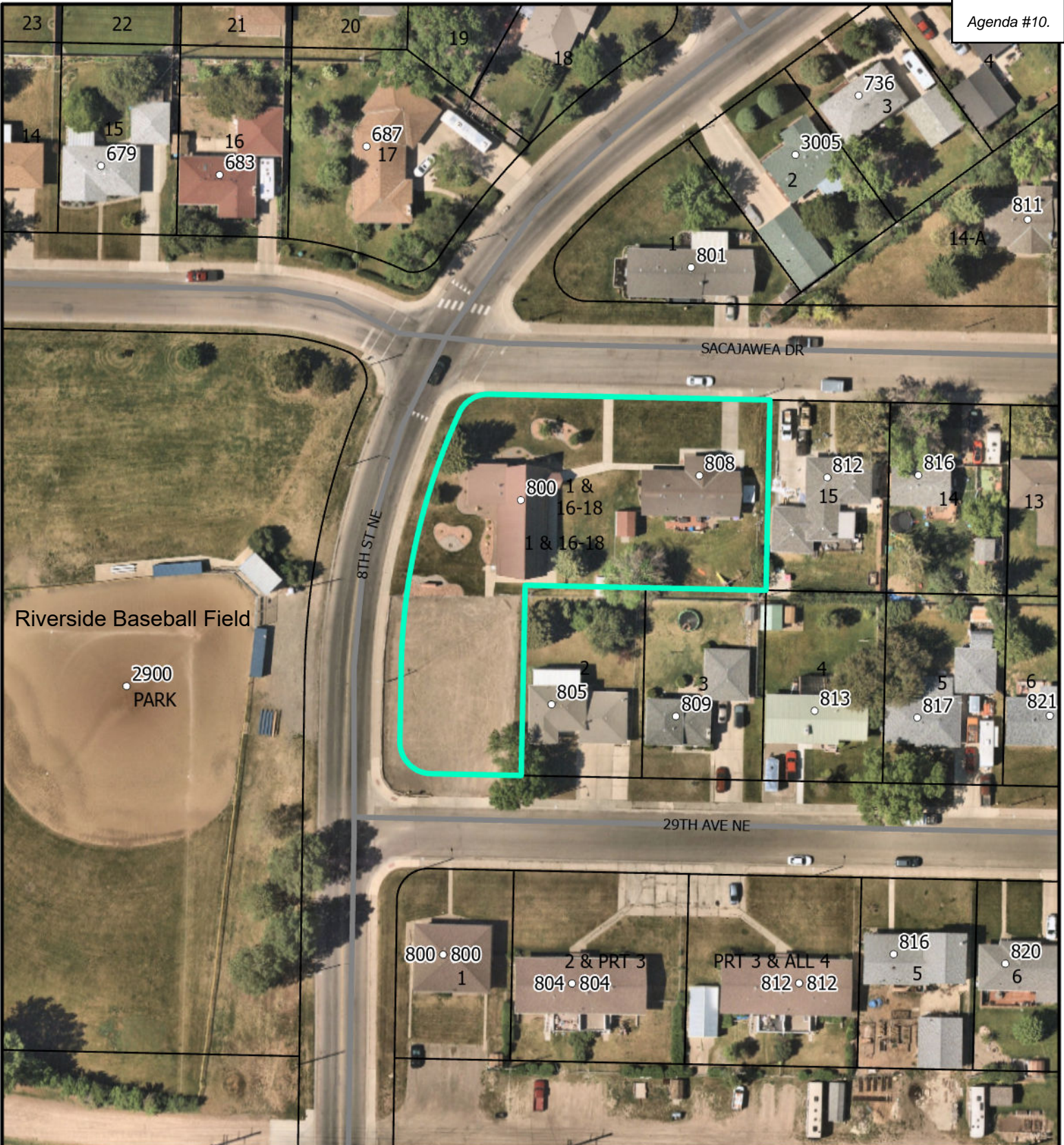
Utilities, access roads, drainage, and other necessary facilities currently exist around the subject property. The proposed addition will continue to use these existing facilities including existing roads and utility connections.

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

The church (worship facility) has existed since 1966 and does not propose to modify any existing ingress or egress. The church experiences peak traffic on Sundays, which coincides with low traffic flow. As a result, there is no concern of additional congestion resulting from the approval of the Conditional Use Permit.

7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.

The proposed Conditional Use Permit will conform to all applicable regulations of the *Title 17 - Land Development Code* including the dimensional standards of the R-2 zoning district. In addition, the building expansion project will require a building permit and will be required to comply with all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.



Location Map

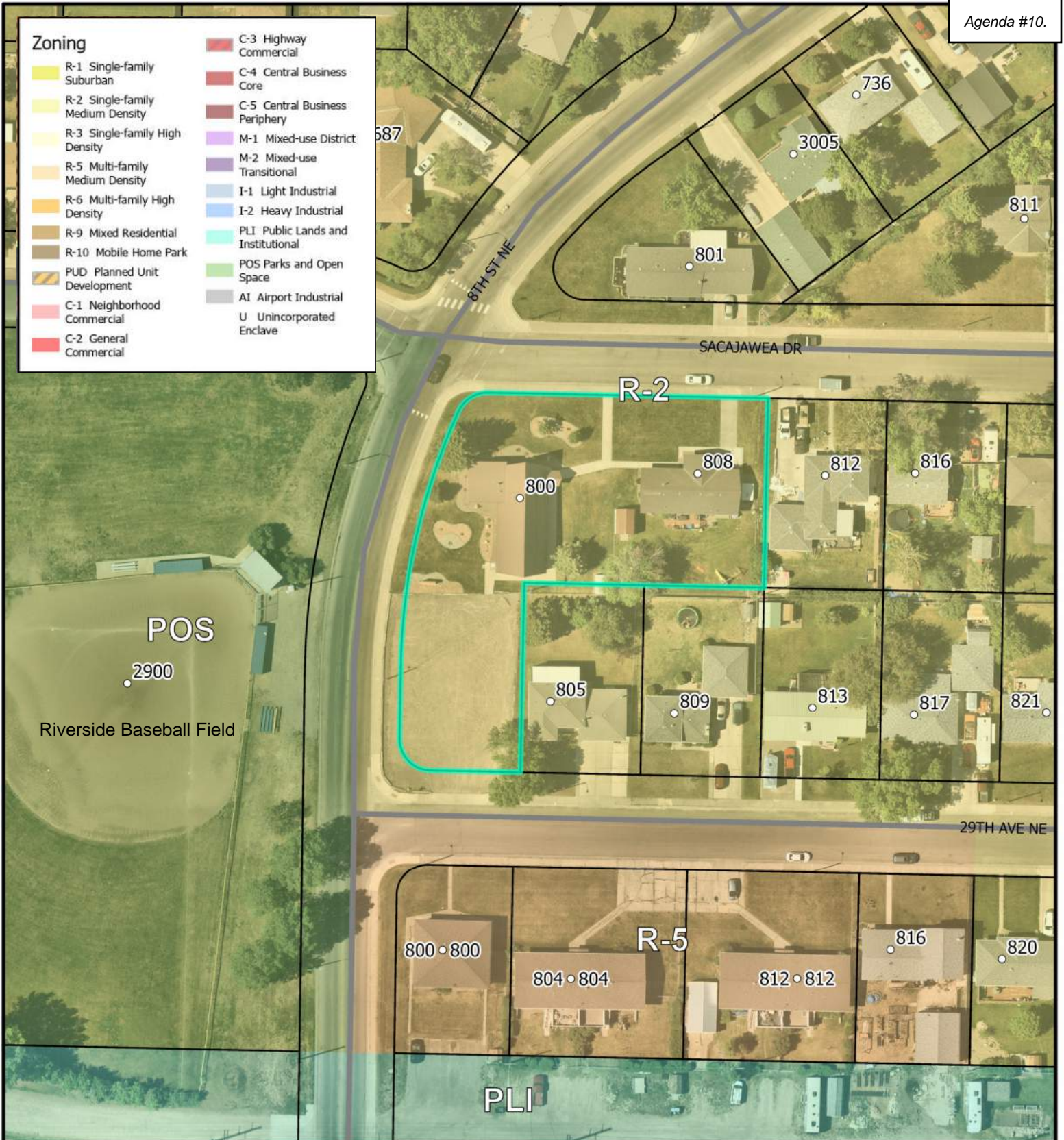
— Subject Property



800 Sacajawea Dr.

Zoning

- R-1 Single-family Suburban
- R-2 Single-family Medium Density
- R-3 Single-family High Density
- R-5 Multi-family Medium Density
- R-6 Multi-family High Density
- R-9 Mixed Residential
- R-10 Mobile Home Park
- PUD Planned Unit Development
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Highway Commercial
- C-4 Central Business Core
- C-5 Central Business Periphery
- M-1 Mixed-use District
- M-2 Mixed-use Transitional
- I-1 Light Industrial
- I-2 Heavy Industrial
- PLI Public Lands and Institutional
- POS Parks and Open Space
- AI Airport Industrial
- U Unincorporated Enclave



Zoning Map



800 Sacajawea Dr.

○ City Addresses

Subject Property

Parcels



Mountainview Evangelical Lutheran Church
800 Sacajawea Drive Great Falls, MT 59404

October 19 2024

Conditional Use Permit

City of Great Falls

We are seeking a building permit to add a 1260 sq ft extension to our current church building. The new addition's first level will feature an entryway from our existing parking lot, a pastoral office, and a fellowship area for pre- and post-worship. The lower level will consist of two youth educational classrooms.

Since being built in 1966, this church building has been the home of Mountainview Ev. Lutheran Church, member of the Wisconsin Evangelical Lutheran Synod (WELS). Average weekly attendance has remained between 40-60 persons since 1980. In the early 2000s the main entrance was changed from the north side of the church to the east side. Even after that change, our entry way leading into the sanctuary causes congestion as worshippers arrive. Additionally, the existing 4272 sq ft open area behind our worship space is insufficient for post-service fellowship.

In 2005, we converted an upstairs office into a handicap-accessible bathroom to comply with building codes. Last year, we constructed an office downstairs for our Pastor's study. While more functional than the previous office next door in the parsonage, it remains challenging to host private counseling sessions and small meetings in a basement. The proposed plan includes a professionally designed office in the entryway with proper ventilation and window visibility for pastoral service.

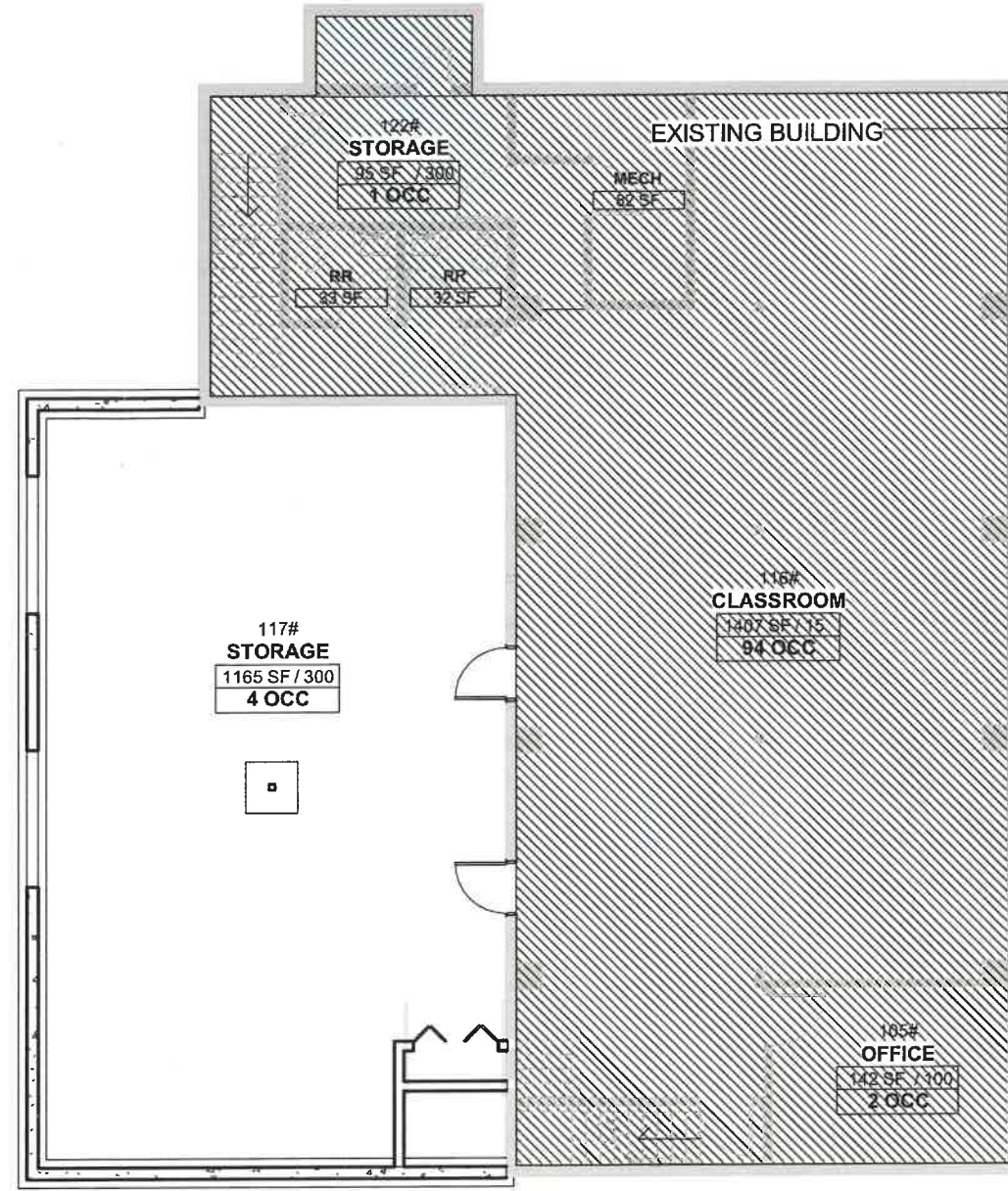
Our current open area downstairs serves well for congregational meals, but it is also used for youth Sunday School classes. Having two or three classrooms in one open space makes classroom management difficult for our teachers. The proposed extension will provide separate space, noise control, appropriate decor, and technology to enhance learning.

We assure you that there will be no disruption to our neighborhood or community. The purpose space is intended for functionality rather than increased seating capacity. There will be no need to increase our parking capacity.

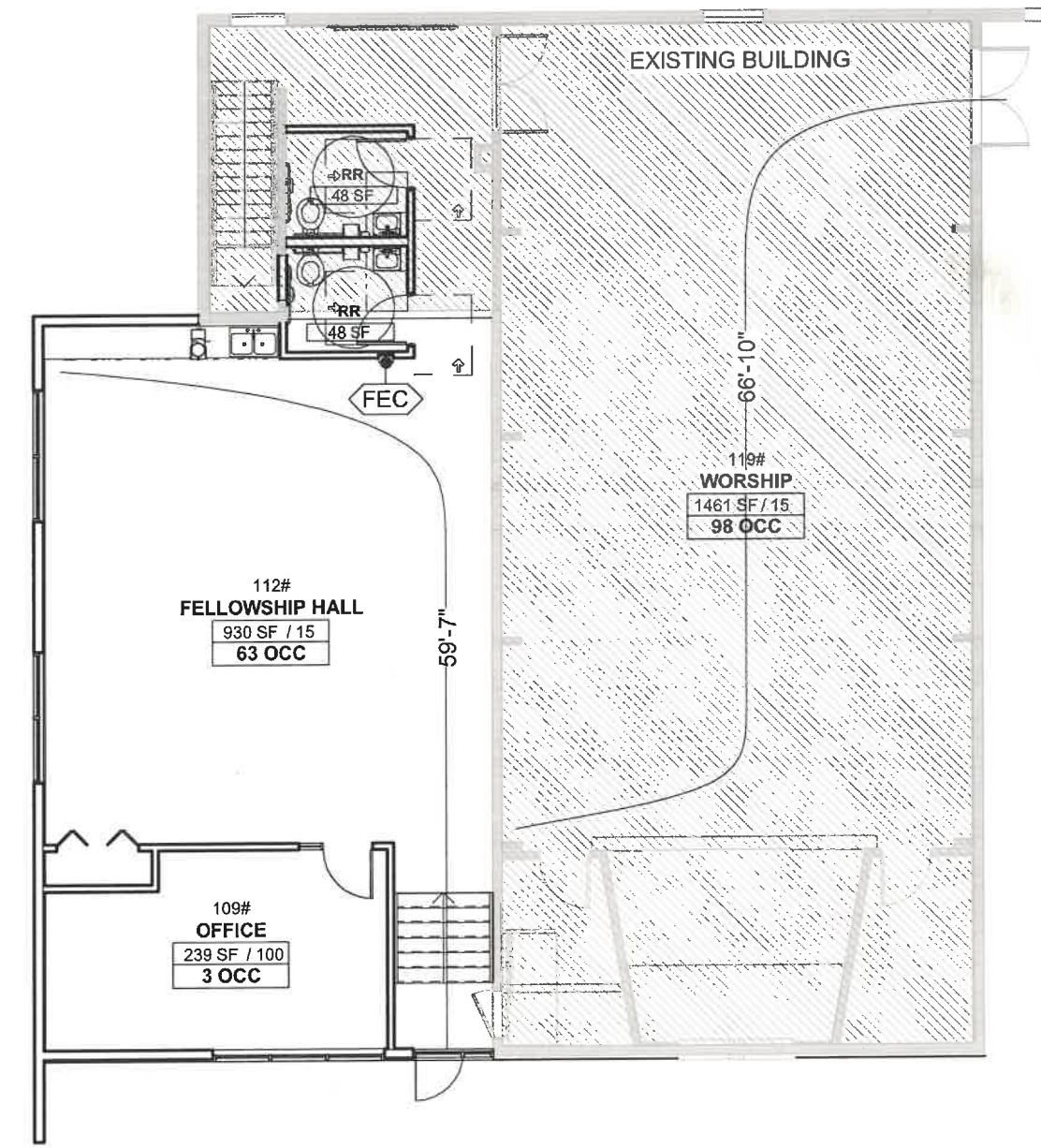
Furthermore, the proposed extension will not disturb any utility lines or supplies.

Keith E. Gibbs
Mountainview Council President

Tony Spek
Mountainview Building/Financial Secretary



2 BASEMENT Code
 3/32" = 1'-0"



1 LEVEL 1 Code
 3/32" = 1'-0"

ROOM & OCCUPANCY SCHEDULE				
Room Name	Room Number	Area	Occupant Load Factor	Room OCC
BASEMENT				
OFFICE	105	142 SF	100	2
RR	106	32 SF		
RR	107	33 SF		
CLASSROOM	116	1407 SF	15	94
STORAGE	117	1165 SF	300	4
STORAGE	122	95 SF	300	1
MECH	123	82 SF		

ROOM & OCCUPANCY SCHEDULE				
Room Name	Room Number	Area	Occupant Load Factor	Room OCC
LEVEL 1				
OFFICE	109	239 SF	100	3
FELLOWSHIP HALL	112	930 SF	15	63
WORSHIP	119	1461 SF	15	98
RR	120	48 SF		
RR	121	48 SF		
Grand total: 12				265

CODE OVERVIEW		2021 IBC 2018 IEBC
OCCUPANCY GROUP:		A (No Change of Occupancy)
CONSTRUCTION TYPE:		VB
EXISTING SQUARE FOOTAGE:		4,272
INCREASE SQUARE FOOTAGE:		2,334
TOTAL SQUARE FOOTAGE:		6,650

MOUNTAINVIEW LUTHERAN CHURCH

SHEET CODE PLAN TITLE:

PRELIMINARY
 NOT FOR
 CONSTRUCTION

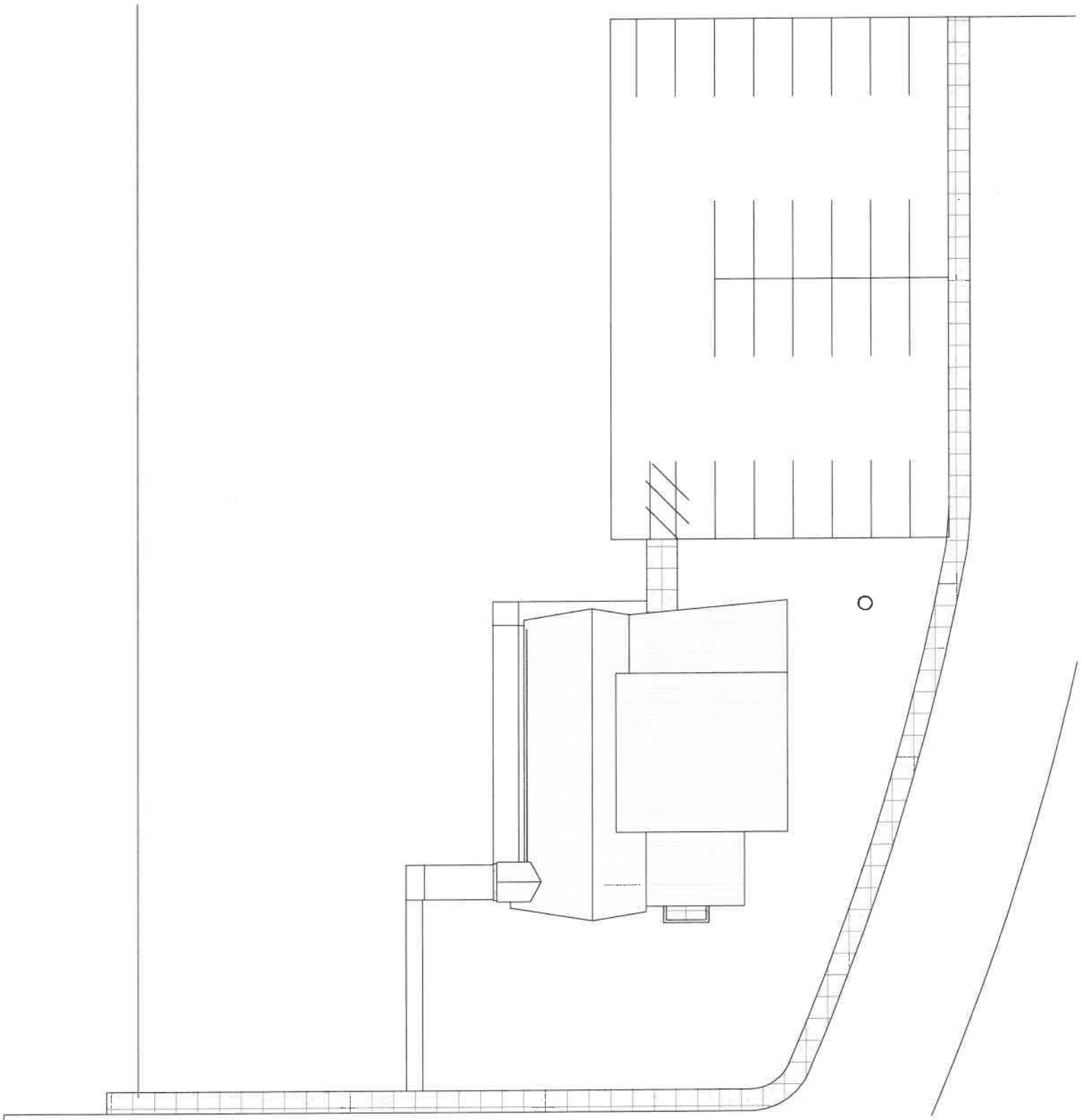
DATE: 4/14/24
DRAWN BY:

SHEET NUMBER: AC

MOUNTAINVIEW LUTHERAN CHURCH

SHEET TITLE:
SITE PLAN

PRELIMINARY
NOT FOR
CONSTRUCTION



1 PARKING LOT
1" = 30'-0"

DATE: 4/14/24
DRAWN BY:

SHEET NUMBER: AC

MOUNTAINVIEW LUTHERAN CHURCH

SHEET DEMO PLAN
TITLE:

PRELIMINARY
NOT FOR
CONSTRUCTION

DEMO EXISTING CONCRETE STEPS,
PLATFORM TO REMAIN IN PLACE

DEMO ROOF OVERHANG

DEMO EXISTING STAIN GLASS,
PREP FOR NEW

DEMO EXISTING
CASEWORK

DEMO EXISTING
RESTROOM
FIXTURES, WALLS
AND DOORS

DEMO ROOF OVERHANG
DEMO WALL AND WINDOWS

REMOVE GUTTER AND DOWNSPOUT

REMOVE EXISTING BATTEN
STRIPS AT EXTERIOR ALL
SIDES. PREP FOR NEW SIDING

1 LEVEL 1 DEMO
1/8" = 1'-0"

A6.2 1

A9.1

A6.1
1

2
A6.1

A

B

B.5

C

D

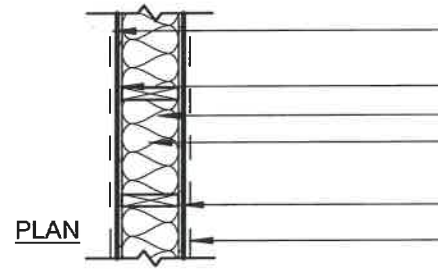
E

F

DATE: 4/14/24
DRAWN BY:

SHEET NUMBER: AC

INTERIOR WALL ASSEMBLIES



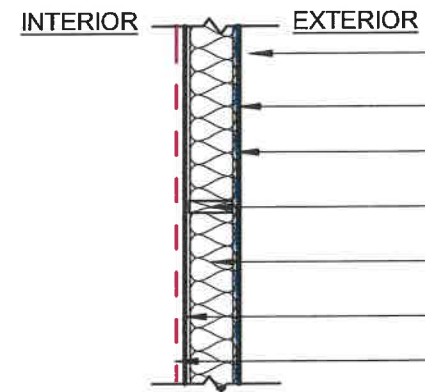
- SEE FINISH PLAN AND INT. ELEVATIONS FOR SPECIFIC WALL FINISH
- GYPSUM WALL BOARD - 1/2"
- SOUND BATTS PER PLAN
- WOOD STUDS @ 16" o.c UNO. SEE TAG FOR FRAMING MEMBER SIZE
- GYPSUM WALL BOARD - 1/2"
- SEE FINISH PLAN AND INT. ELEVATIONS FOR SPECIFIC WALL FINISH

A

INTERIOR - WOOD STUD W/ GYP

NOT FIRE RATED

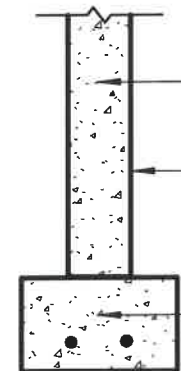
EXTERIOR WALL ASSEMBLIES



- DIRECT-FASTEN LP SMART SIDING PANELS; SEE EXTERIOR ELEVATIONS FOR TYPE, COLOR, AND TERMINATIONS
- AIR BARRIER
- WOOD SHEATHING - OSB SHEATHING - 7/16"
- 2X6 WOOD STUD
- R-21 THERMAL BATT INSULATION
- VAPOR BARRIER
- GYPSUM WALL BOARD - 1/2"

XC

EXTERIOR - WOOD STUD - FIBER CEMENT SIDING



- 8" CONCRETE FOUNDATION WALL #4 REBAR VERTICAL AND HORIZONTAL 24" O.C.
- WATER TIGHT MEMBRANE COATED DAMP-PROOFING TO SEAL JOINTS AND CRACKS
- 20"W X 12"D FOOTING W/2 - #5 REBAR CONTINUOUS

END FOUNDATION WALL

MOUNTAINVIEW LUTHERAN CHURCH

SHEET WALL TYPES TITLE:

PRELIMINARY NOT FOR CONSTRUCTION

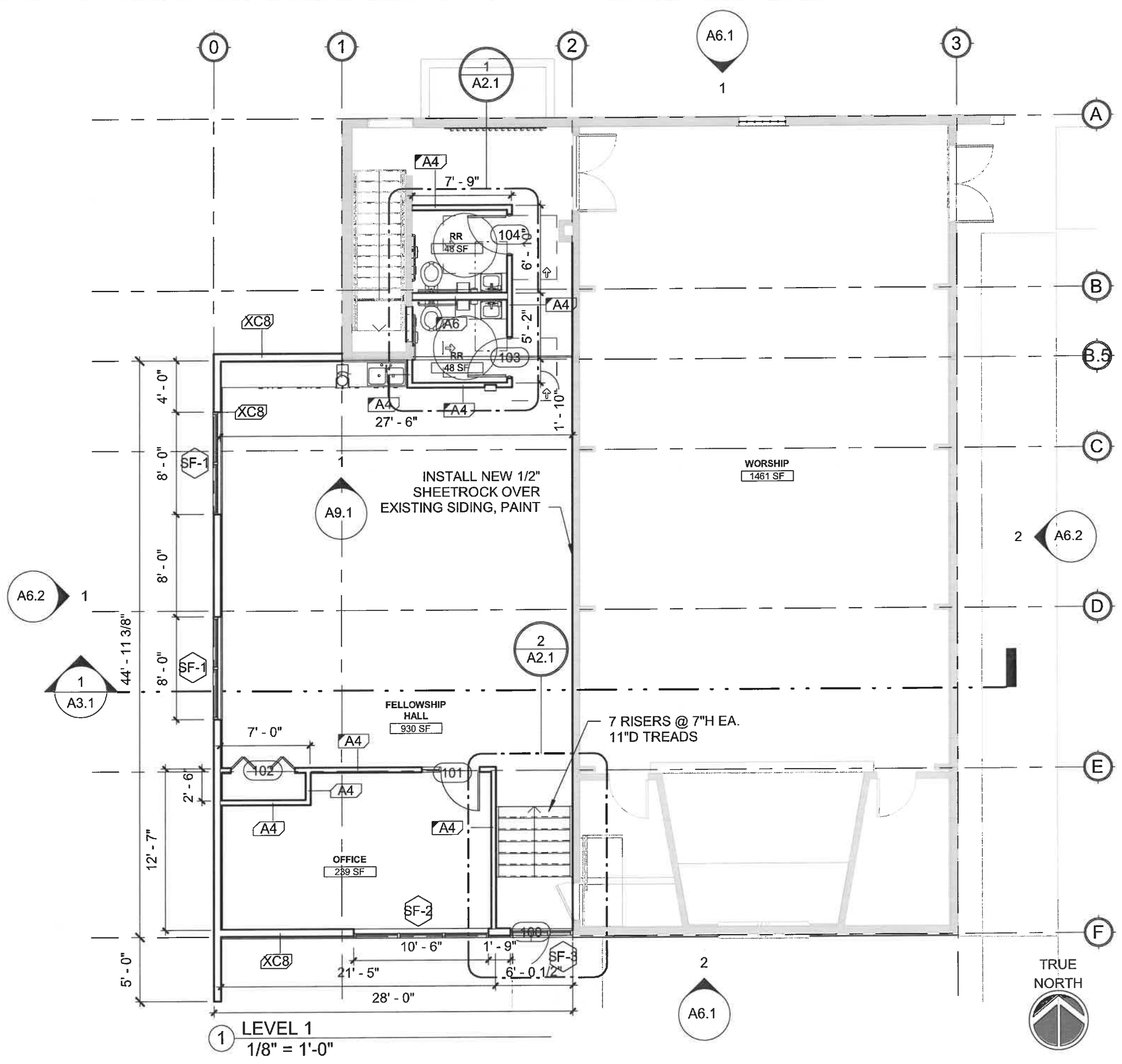
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SHEET NUMBER: A1

MOUNTAINVIEW LUTHERAN CHURCH

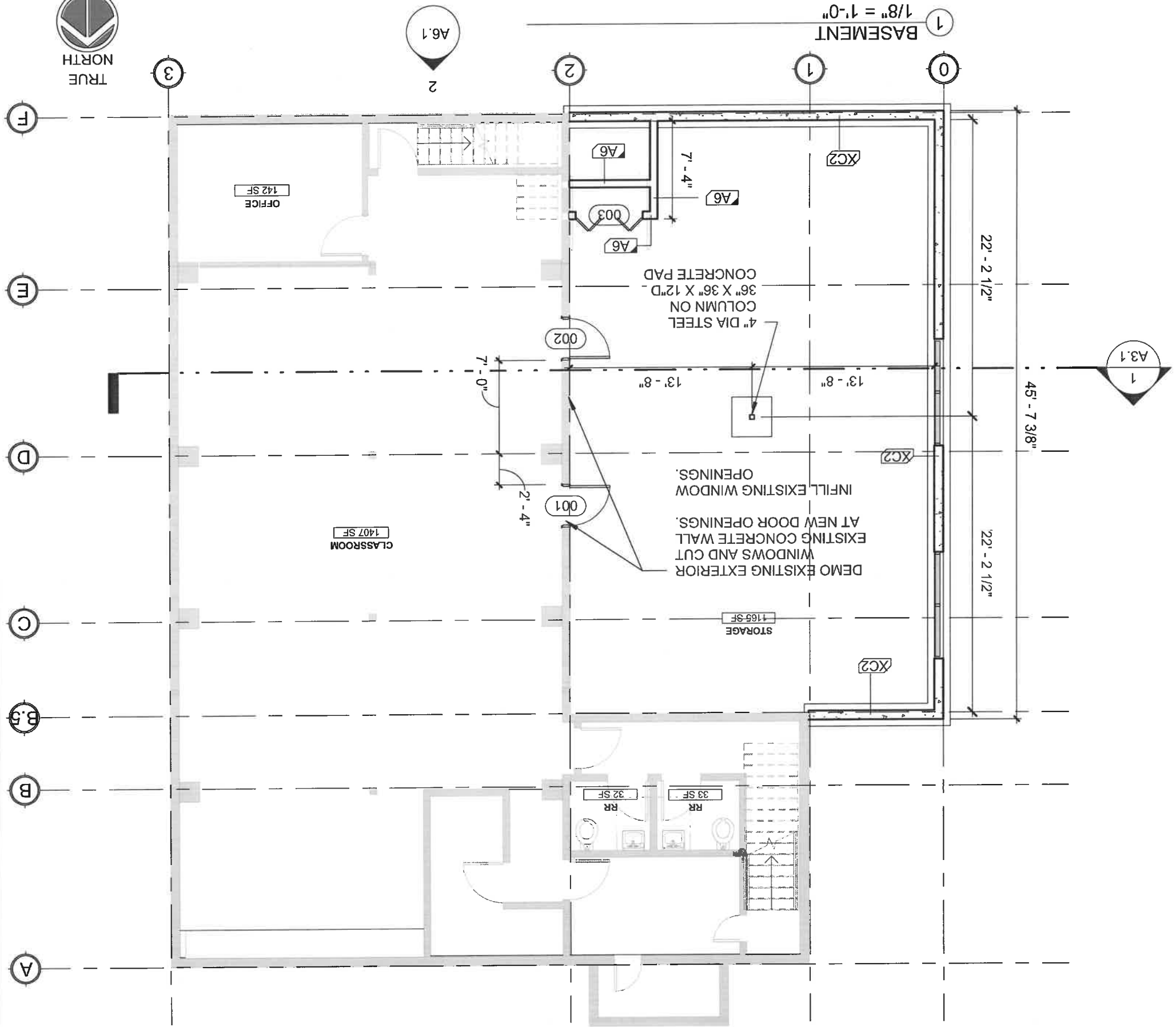
SHEET TITLE: FLOOR PLAN

PRELIMINARY
NOT FOR
CONSTRUCTION





1/8" = 1'-0"
BASEMENT



PRELIMINARY
NOT FOR
CONSTRUCTION

MOUNTAINVIEW LUTHERAN
CHURCH

SHEET BASEMENT FLOOR PLAN
TITLE:

DATE: 4/14/24
DRAWN BY: -

SHEET NUMBER: A1.2

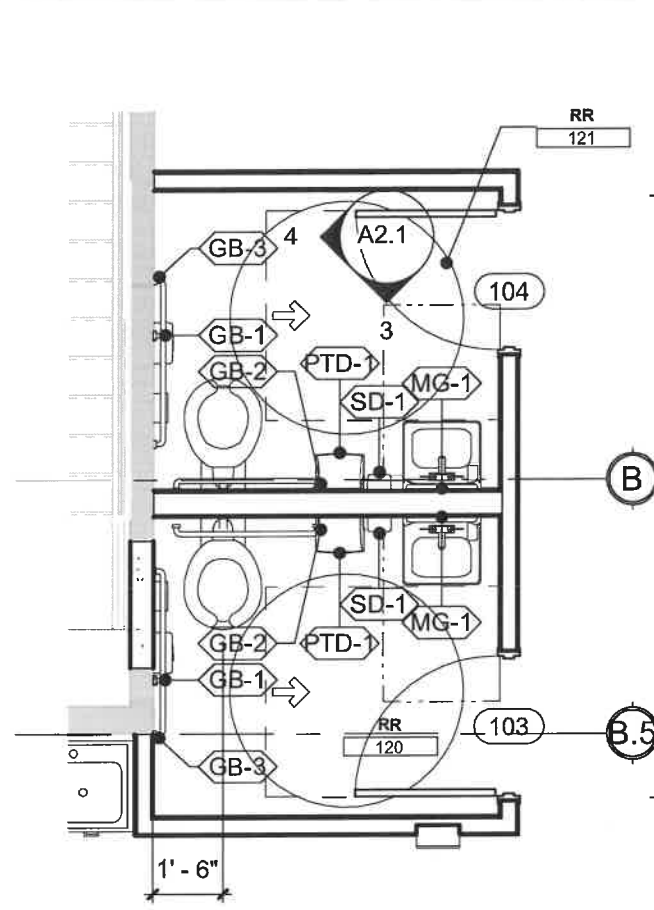
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DRAWN BY:

SHEET NUMBER: A2

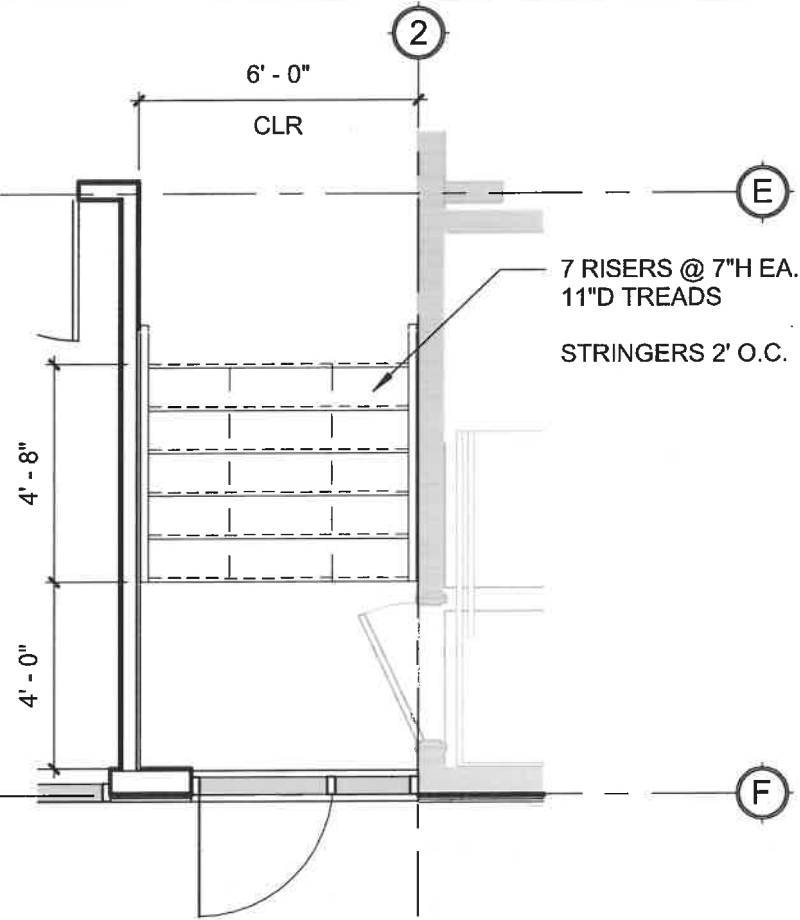
MOUNTAINVIEW LUTHERAN CHURCH

SHEET ENLARGED PLANS
TITLE:

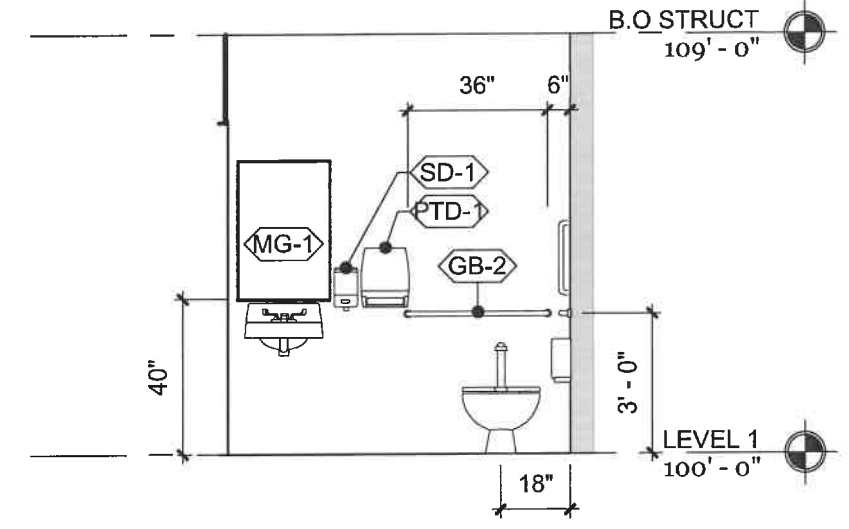
PRELIMINARY
NOT FOR
CONSTRUCTION



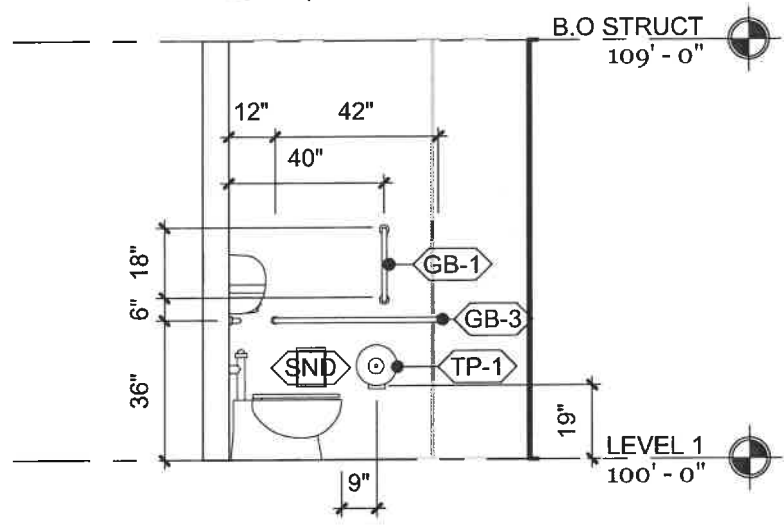
1 ENLARGED RR
1/4" = 1'-0"



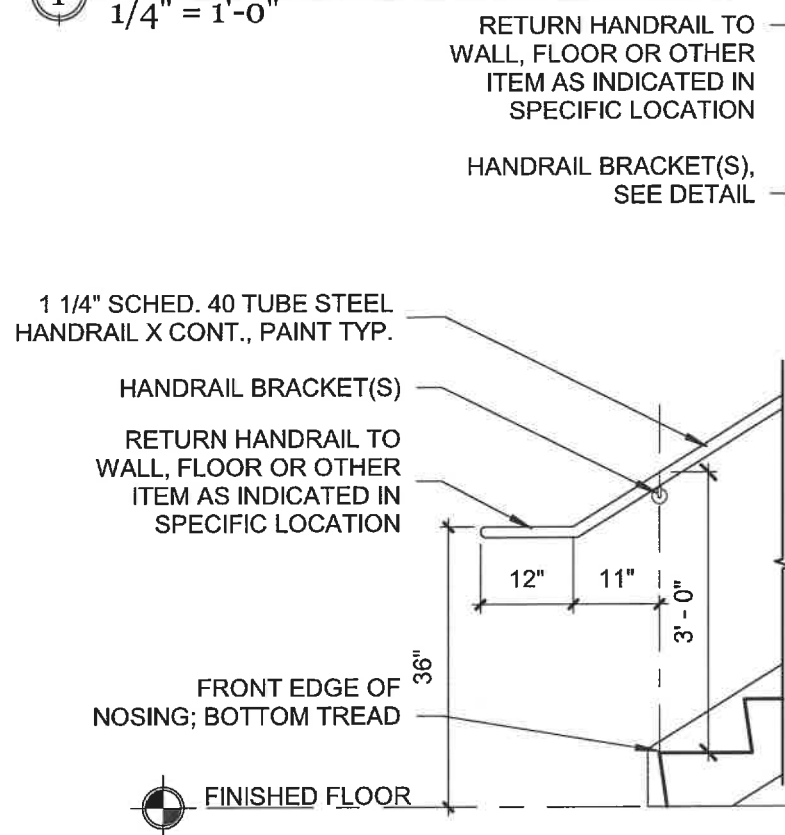
2 STAIR ENLARGED PLAN
1/4" = 1'-0"



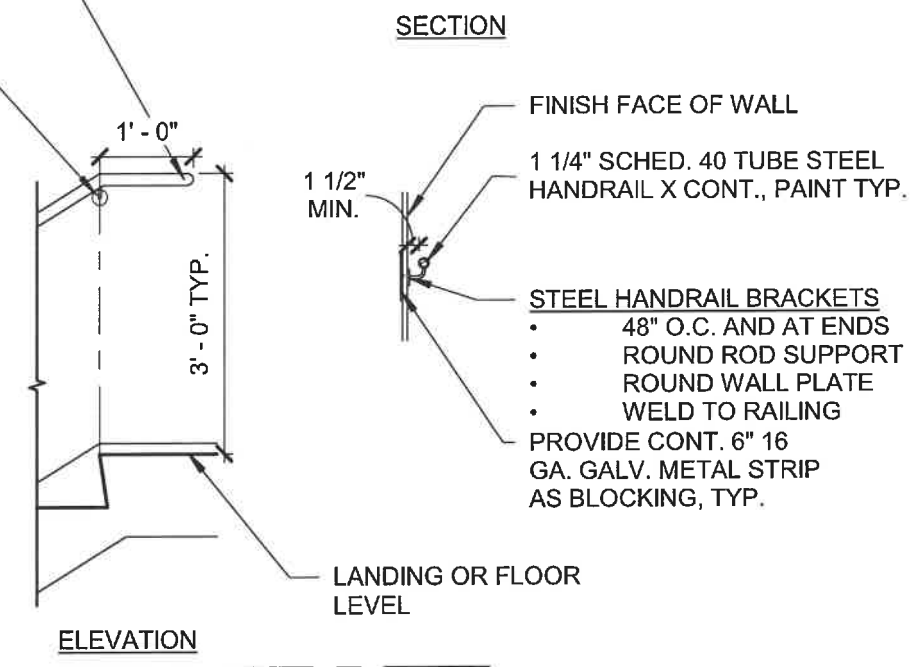
3 RESTROOM ELEVATION 1
1/4" = 1'-0"



4 RESTROOM ELEVATION 2
1/4" = 1'-0"

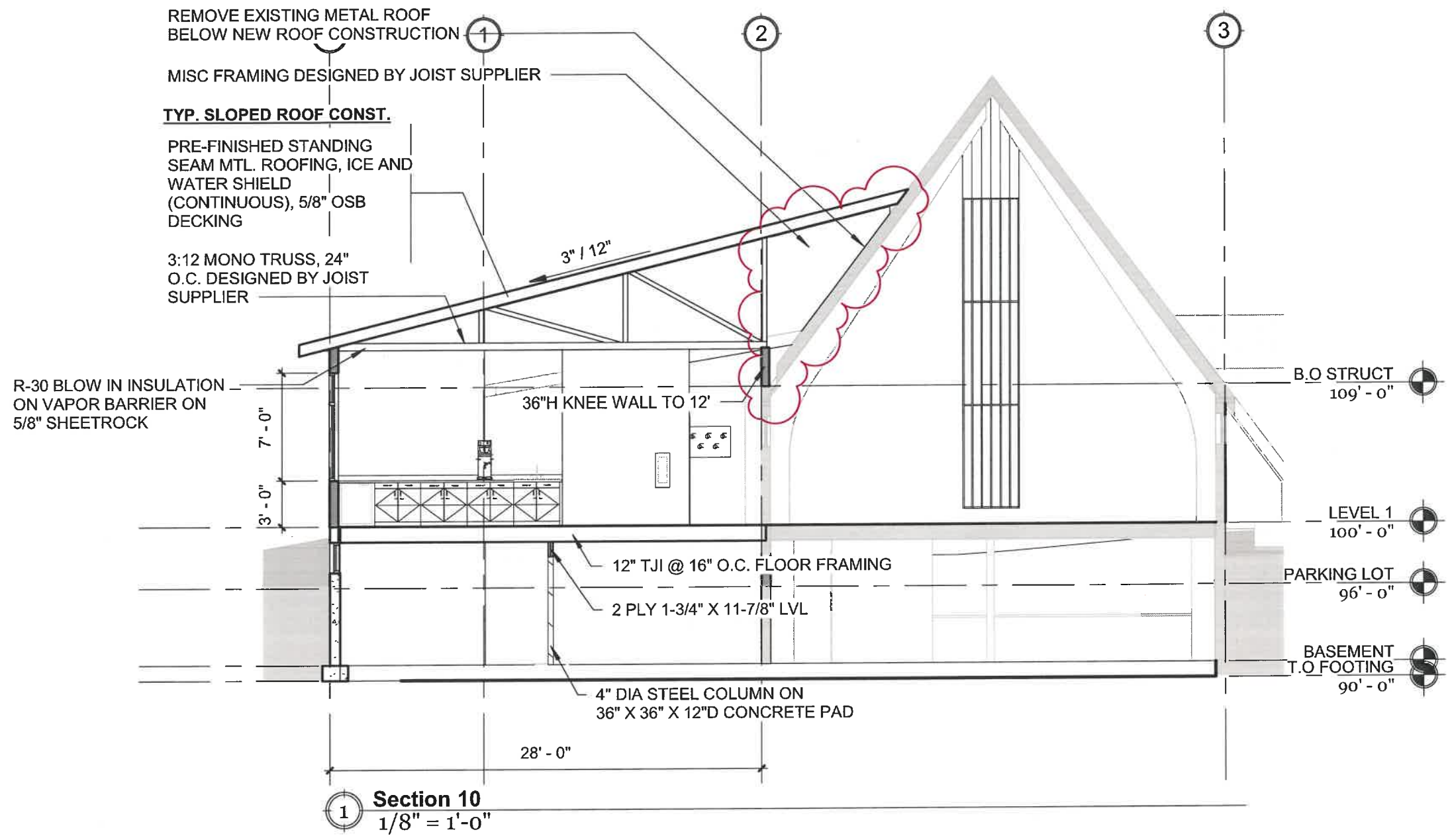


5 TYP. WALL MOUNTED HANDRAIL DTL
1/2" = 1'-0"



DATE: 4/14/24
DRAWN BY:

SHEET NUMBER: A3



MOUNTAINVIEW LUTHERAN CHURCH

SHEET BUILDING SECTIONS
TITLE:

PRELIMINARY
NOT FOR
CONSTRUCTION

DATE: 4/14/24

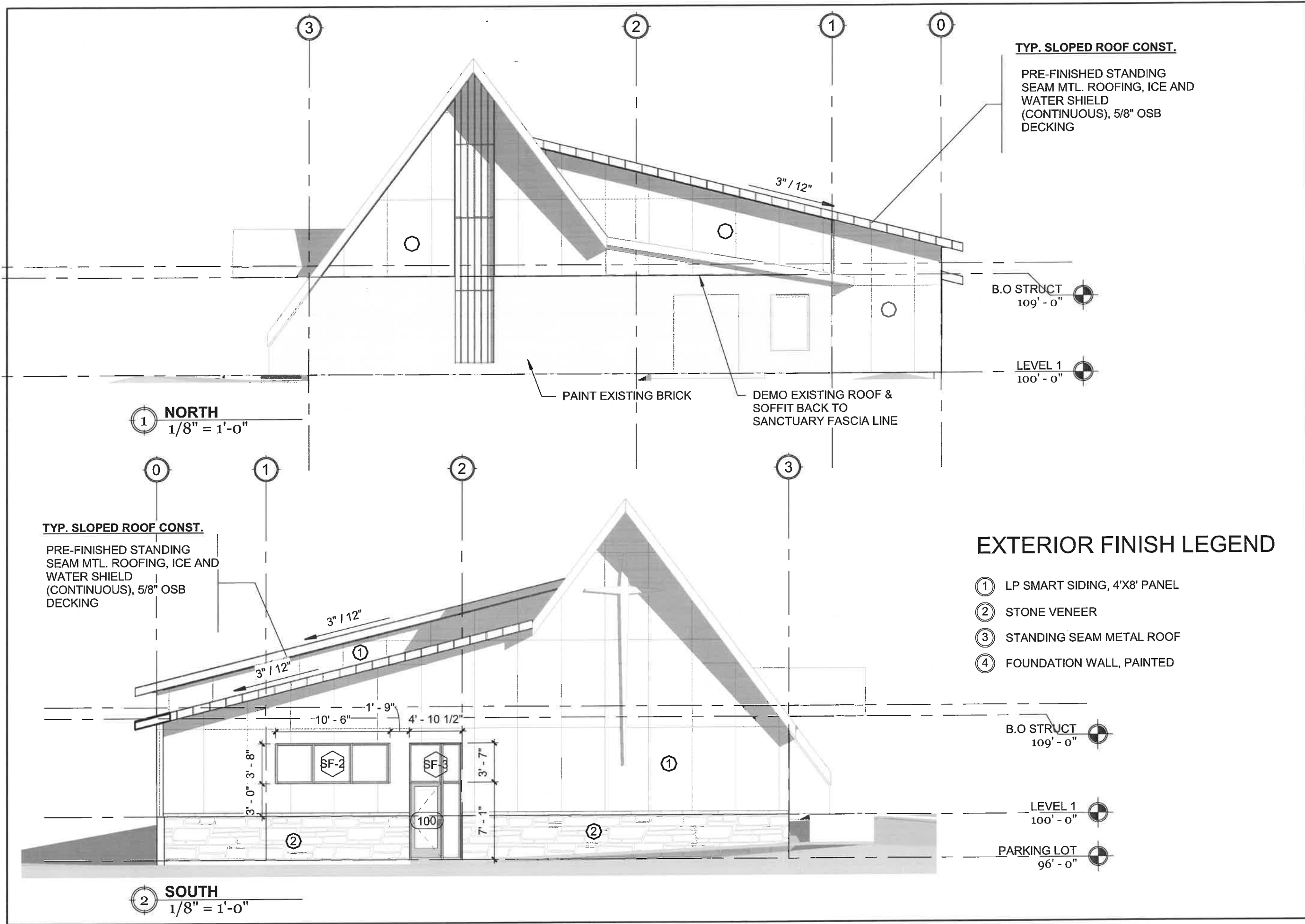
DRAWN BY:

SHEET NUMBER: A6

MOUNTAINVIEW LUTHERAN CHURCH

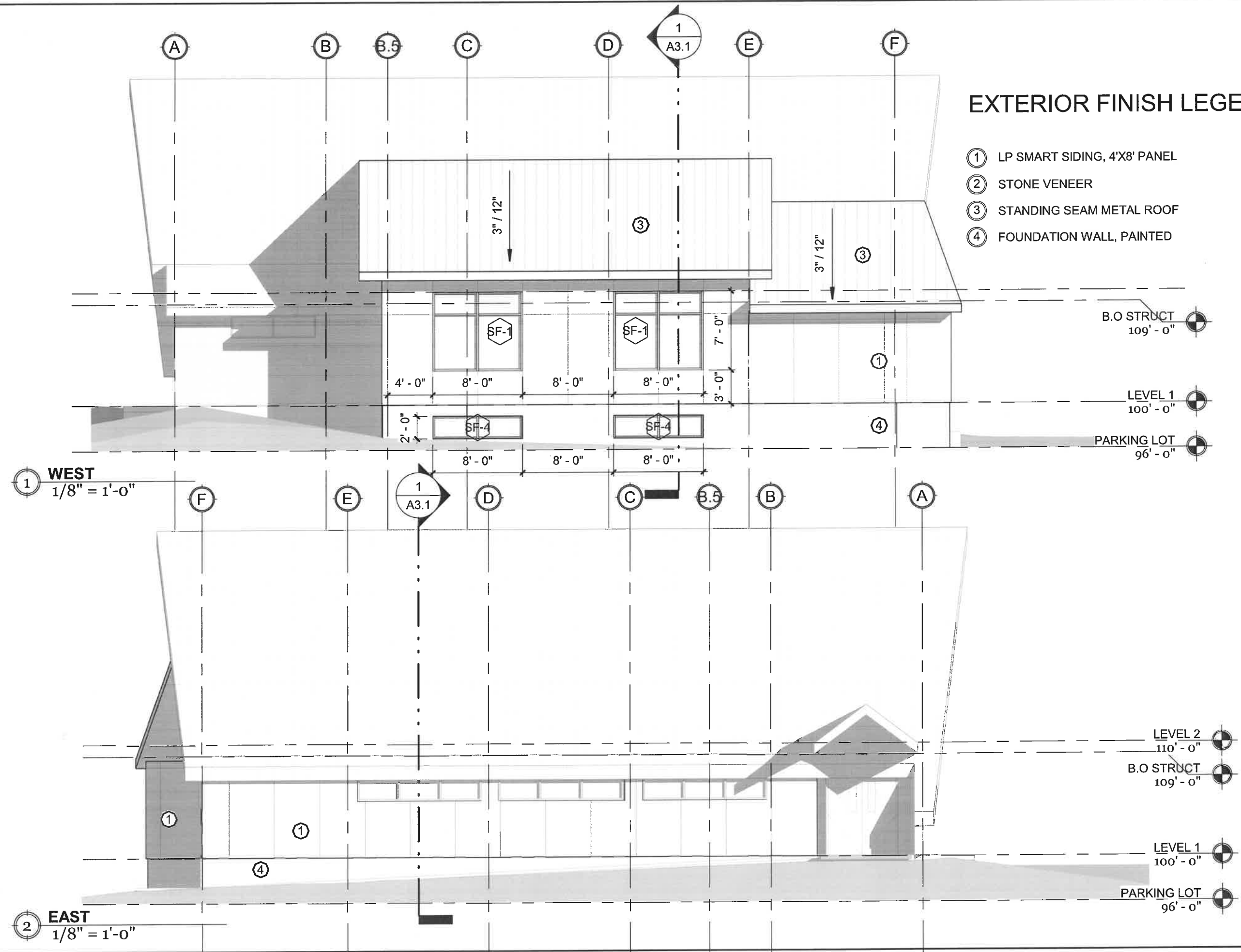
EXTERIOR ELEVATIONS

PRELIMINARY NOT FOR CONSTRUCTION



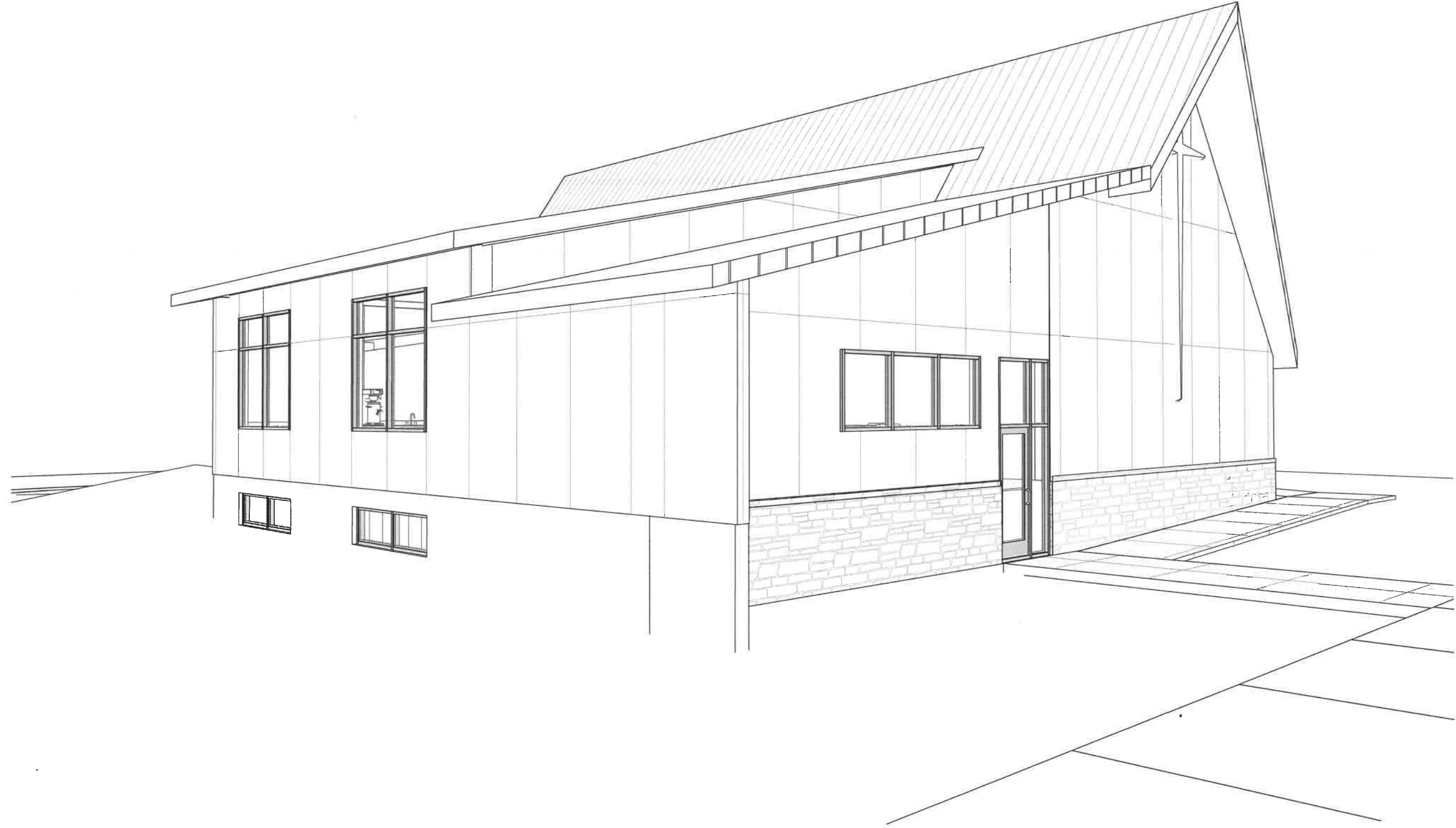
EXTERIOR FINISH LEGEND

- ① LP SMART SIDING, 4'X8' PANEL
- ② STONE VENEER
- ③ STANDING SEAM METAL ROOF
- ④ FOUNDATION WALL, PAINTED



MOUNTAINVIEW LUTHERAN CHURCH
 SHEET TITLE: EXTERIOR ELEVATIONS

PRELIMINARY
 NOT FOR
 CONSTRUCTION



DATE: 4/14/24
DRAWN BY:

SHEET NUMBER: AG

Agenda #10.

MOUNTAINVIEW LUTHERAN CHURCH

SHEET 3D VIEW
TITLE:

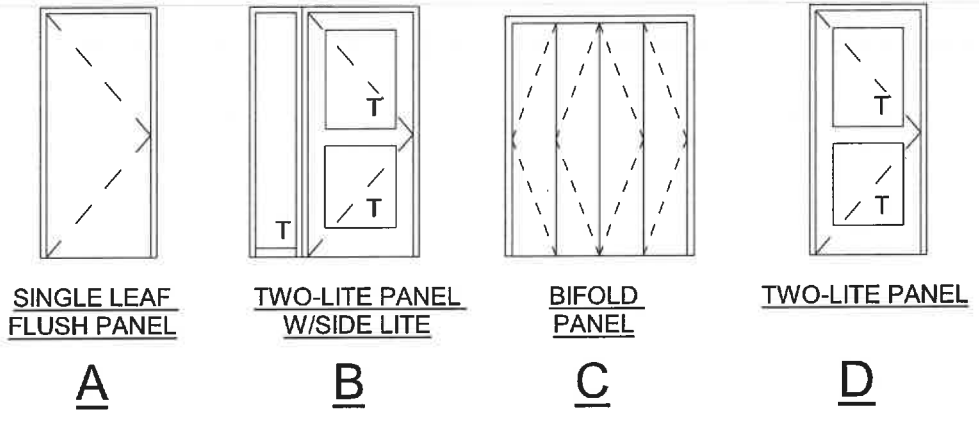
PRELIMINARY
NOT FOR
CONSTRUCTION

DATE: 4/14/24
DRAWN BY:

SHEET NUMBER: A8

DOOR SCHEDULE											
Door No.	Level	Width	Height	Hardware Group	Panel Properties				Frame Properties		Comments
					Panel Type	Panel Material	Panel Finish	Insulated Panel	Frame Type	Frame Finish	
001	BASEMENT	3' - 0"	7' - 0"		A	SCWD	STN		MDF	PT	
002	BASEMENT	3' - 0"	7' - 0"		A	SCWD	STN		MDF	PT	
003	BASEMENT	5' - 0"	6' - 8"		C	SCWD	STN		MDF	PT	
100	PARKING LOT	2' - 9"	6' - 10"		D	ALUM	MFR		MFR	MFR	
101	LEVEL 1	4' - 6"	6' - 8"		B	SCWD	STN		MDF	PT	
102	LEVEL 1	5' - 0"	6' - 8"		C	HCWD	STN		MDF	PT	
103	LEVEL 1	3' - 0"	7' - 0"		A	SCWD	STN		MDF	PT	
104	LEVEL 1	3' - 0"	7' - 0"		A	SCWD	STN		MDF	PT	

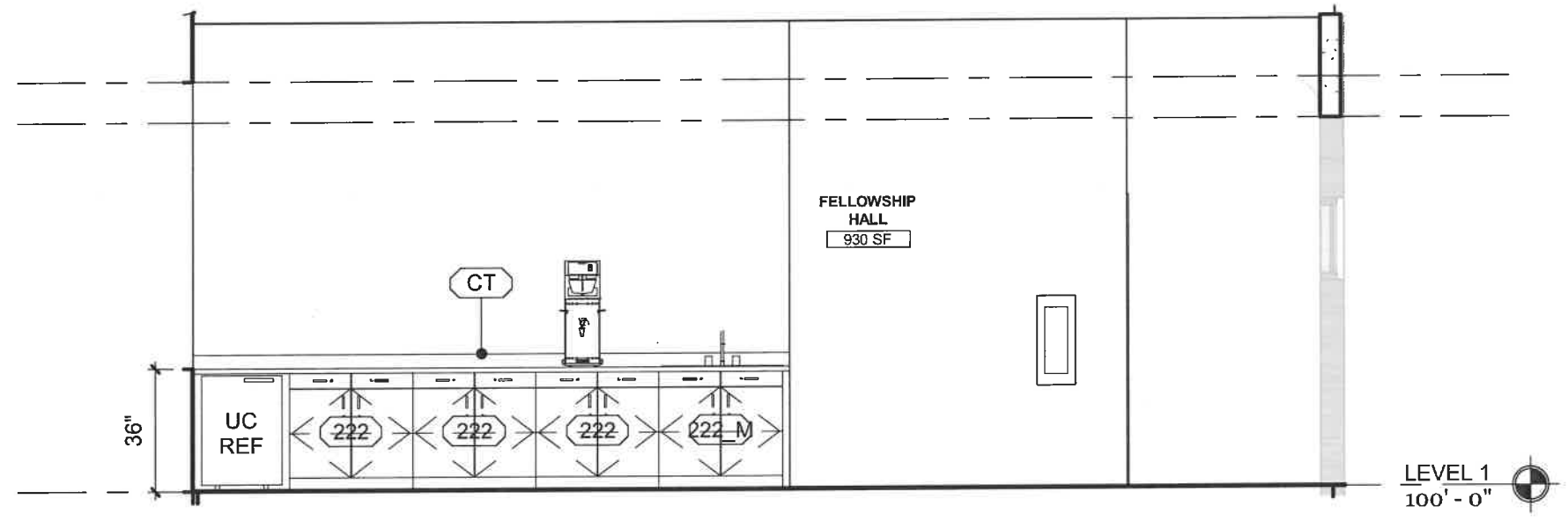
DOOR PANEL TYPES



MOUNTAINVIEW LUTHERAN CHURCH

SHEET DOOR SCHEDULE
TITLE:

PRELIMINARY
NOT FOR
CONSTRUCTION



1 CASEWORK ELEVATION
 1/4" = 1'-0"

MOUNTAINVIEW LUTHERAN CHURCH

SHEET CASEWORK DETAILS
 TITLE:

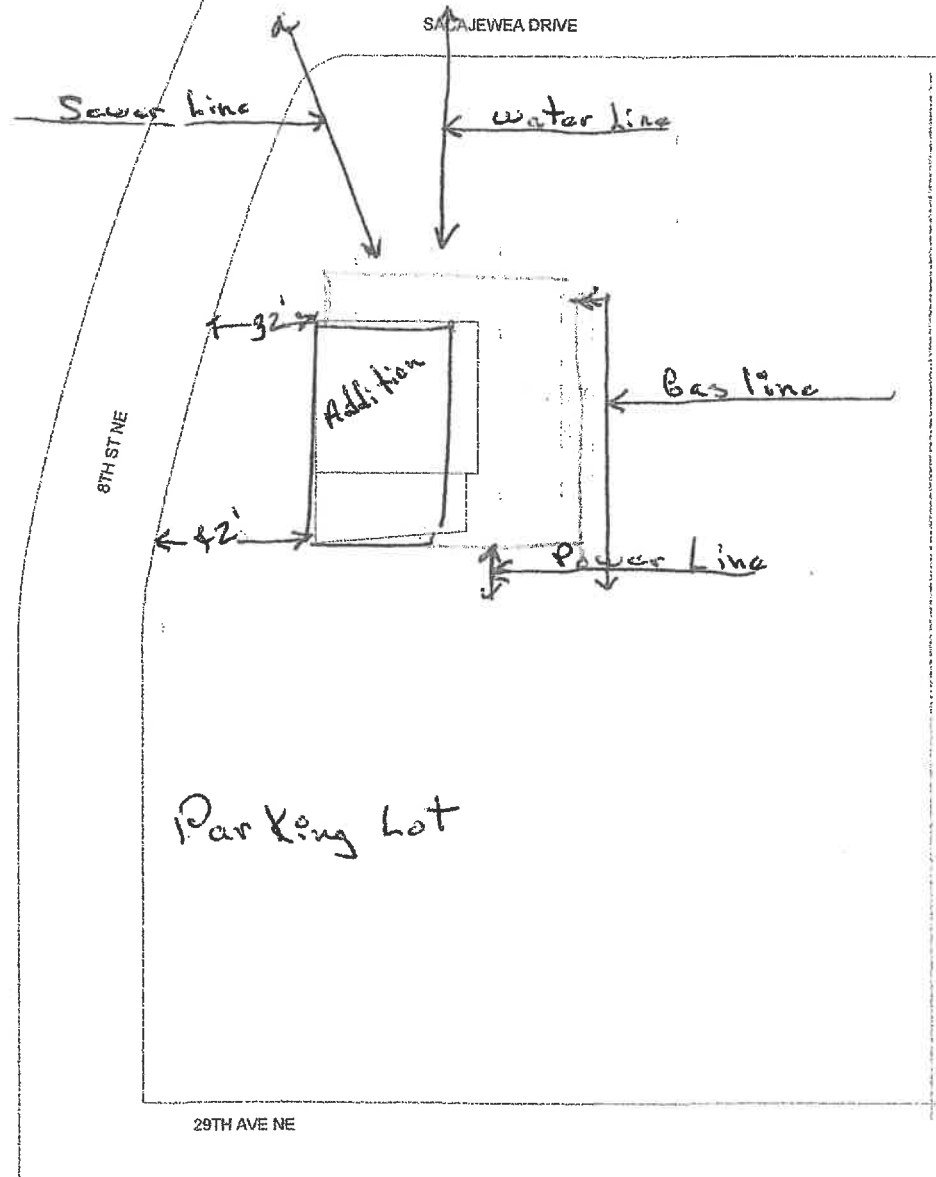
PRELIMINARY
 NOT FOR
 CONSTRUCTION

CASEWORK SCHEDULE											
Type Mark	Count	Room: Number	Description	Dimensions			Construction				Type Comments
				Width	Height	Depth	Vertical Surface Finish	Horizontal Surface Finish	Interior Finish	Lockable	
CT	1	112	COUNTERTOP WITH BACKSPLASH - 25"				PLAM	PLAM	-		
222	3	117	BASE CABINET - DOUBLE DOOR & DOUBLE DRAWERS	3' - 0"	2' - 10 1/2"	2' - 0"	PLAM	PLAM	LPDL		
222_M	1	117	SINK BASE	3' - 0"	2' - 10 1/2"	2' - 0"	PLAM	PLAM	LPDL		

Residential

Residential

Agenda #10.



Ball Park

Parking Lot

DATE:
DRAWN BY:
SHEET NUMBER:

Addition

MOUNTAINVIEW LUTHERAN CHURCH
SHEET TITLE:

SITE PLAN

PRELIMINARY NOT FOR CONSTRUCTION



1 PARKING LOT
1" = 30'-0"

Residential



Southbound Traffic



Northbound Traffic





Commission Meeting Date: March 18, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

- Item:** Public Hearing - Resolution 10575 - A request from Northside Properties LLC to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the modernization of elevators and upgrade the fire alarm system at the Times Square Building located at 525 Central Ave.
- From:** Kayla Kryzsko, Assistant City Planner, Planning and Community Development
- Initiated By:** Jason Stringer, Northside Properties LLC, Owner
- Presented By:** Brock Cherry, Director, Planning and Community Development
- Action Requested:** Approve Resolution 10575 and the accompanying Development Agreement to allow the use of up to \$158,908.46 in Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the modernization of elevators and upgrade the fire alarm system at the Times Square Building located at 525 Central Avenue.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 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 Ave.
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: City staff has assessed the request in relation to the goals and objectives of the Downtown Urban Renewal Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of \$158,908.46 is warranted for the purpose of paying for the proposed project which will further support economic development in the Downtown Urban Renewal District and rehabilitate a historic building.

Summary: The current owner, Northside Properties LLC, purchased the 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 applicant states from the time of purchase they have invested a substantial amount time and money to preserve the building. As part of this request the applicant proposes enhancing life safety features by installing a new fire alarm system and upgrading the elevator to meet current codes. This project will ensure the Times Square Building supports continued operations while facilitating access for patrons with mobility limitations. Additionally, these improvements will provide the necessary safety features for a safe evacuation in the event of an emergency, ensuring occupants can exit the building efficiently and securely.

The total cost of the TIF eligible renovations is \$317,816.99, and the total cost of the overall project is \$1,042,816.99. 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. The project is expected to begin this spring and be completed by the end of 2025.

Downtown Urban Renewal Plan and Requested TIF Funding Allocation Decisions: In order for the municipality to approve TIF funding requests, such requests must be determined to be in compliance with the local jurisdiction's Urban Renewal Plan, as well as be eligible for TIF funding in accordance with the MCA Statutes. To aid in the City Commission's decision, the City's Tax Increment Application Process establishes twelve specific criteria to assess the merits of a project in relation to the Downtown Urban Renewal Plan. Staff has reviewed the applicant's request based on the review criteria noted below, as well as the project's general consistency with the Downtown Urban Renewal District Plan.

City of Great Falls TIF Review Criteria:

1) **Public Infrastructure Improvements** - Public infrastructure improvements have the benefit of improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and waterlines, railroads, etc.

Staff Analysis: The project will not directly improve public infrastructure as work will occur on the interior of the building. However, there are benefits to the district that will occur to the district through installing a new fire alarm system and elevator upgrades within this building that will provide added safety and improved accessibility within the building, benefiting the downtown district.

As the Commission created the TIF Building Program through legislative action in 2021, the City has already made the policy decision that privately owned building improvements consistent with the program do provide public benefit.

2) **Economic Stimulus**- The amount of economic activity to be generated within a district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition costs. Projects demonstrating extraordinary benefit to Districts or the community may, at the

discretion of City Commission, receive additional TIF assistance for eligible items. All applications should contain credible, measurable information substantiating the project's economic stimulus in the District and the community.

Staff Analysis: The total cost of rehabilitation project is \$ 1,042,816.99. The request of \$158,908.46 in TIF funds represents approximately 15.24% of the total cost. The rehabilitation of the Times Square Building will aid in the longevity of a historic building in the Downtown district. In addition, staff finds the project will preserve an important and large building with a diverse range of commercial spaces, where many tenants are local small businesses, contributing to the vibrancy of the area, while others serve as community gathering spaces, providing much-needed relief to residents.

The following goals are identified within the Downtown Urban Renewal Plan (DURP) that support this finding:

Destination #2 (Page 8): Promote a broad range of family friendly entertainment and recreational opportunities and activities Downtown.

3) Tax Generation – The increase in taxable value due to the new district development, including construction/rehabilitation, as estimated by the County Assessor's office to determine tax increment generation.

Staff Analysis: The project will increase tax generation as it includes the rehabilitation of a historical downtown building, which will in turn increase the longevity of existing commercial spaces provided within.

4) Employment Generation – Total employment generated by the district development is assessed in terms of permanent and part-time jobs, and construction jobs.

Staff Analysis: According to information provided by the applicant, this project will create ten full time jobs during construction and rehabilitation. After work is completed, there is estimated potential for up to twenty full-time employees as tenants in the commercial spaces.

5) Elimination of Blight – The development's direct and indirect impact on the physical and fiscal deterioration within the appropriate district and the community, as identified in the appropriate district plan.

Staff Analysis: The rehabilitation of the Times Square Building does not have any direct blight effects, however the project aims to support long-term stability of the Times Square Building through life safety upgrades, which will prevent future deterioration and blight.

6) Special or Unique Opportunities – The extent to which the district's development represents a unique opportunity, meets a special need, or addresses specific district or community goals. The restoration of a historic property or the provisions of an unmet community need is an example of special or unique opportunities.

Staff Analysis: This is a criterion for the City Commission to consider in its decision to award an amount over the program limit. The applicant's request can be partially funded through the three

available programs for Downtown TIF – Façade Program, Life Safety Code Compliance Program, and the Environmental Safety Program. However, the proposed TIF funding request exceeds the capped aggregate amount of \$130,000. Any request from the program over this amount must be brought to the City Commission, with the Commission having the discretion to approve the request.

With a recommendation from DDP, staff views the applicant’s request as a special opportunity that will greatly enhance commercial activity in the Downtown area. This project addresses life safety improvements in a large commercial space downtown, which includes the addition of a new fire alarm system, and modernization of the existing elevator in disrepair. In addition, the proposed project seeks to increase access to a destination gathering space to the downtown district. Because rehabilitation of this large building increases the longevity and safety measures for multiple commercial tenants and visitor’s, staff recommends that the Commission consider this project a unique opportunity to grant additional TIF funds.

7) Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the developer’s project design, and impact on existing businesses or residents.

Staff Analysis: The rehabilitation of the Times Square Building will have a positive impact on the downtown district and surrounding community by ensuring the longevity of an active historic building. The building and applicant is dedicated to enriching the lives of local families, offering family-friendly events at no cost to the public.

8) Financial Assistance – Other forms of financing available to the Applicant, Lender participation, industrial development revenue bonds, and state and federal grant monies, for example are examined to assess the need for TIF assistance.

Staff Analysis: This project is not seeking any of the funding sources listed above.

9) Development’s Feasibility – A determination of feasibility is made on the strength of the applicant’s demonstration of market demand for the development in the district and is contained primarily on the pro forma and financing commitments.

Staff Analysis: Northside Properties LLC, owner of 525 Central Avenue, is committed to the property and continuing to lease commercial space and hold public events. The building has history of success and there is market demand to support this project.

10) Developer Ability to Perform – An assessment of the Applicant’s capability to undertake the relative complexities of the development based on past performance on similar projects.

Staff Analysis: Northside Properties LLC purchased the property in October of 2024 and since has established a successful record of owning and leasing the building. In addition, the new owner has pursued deferred maintenance projects to improve the space for its tenants which contributes to the long term sustainability of its operation. Currently, the applicant is collaborating with a team of professionals, ensuring that all safety compliance codes and regulatory standards are fully adhered to. This approach ensures that the project will be executed to a satisfactory level. The applicant is well-equipped to successfully complete the proposed project.

11) Timely Compensation – The feasibility of completing the development according to the Applicant’s development schedule.

Staff Analysis: The applicant has stated that at the time of approval of this application, they will begin construction for this project. Northside Properties LLC is expecting to complete this project by the end of year 2025.

12) Payment of Taxes – All property taxes, special improvement district assessments and other assessments on the project property must be paid to date.

Staff Analysis: The applicant has demonstrated that all assessments and taxes are paid to date.

Determination of Appropriateness: The request from Northside Properties LLC is found to be eligible according to Montana Code Annotated (MCA) guidance as well as being in conformance with the Downtown Urban Renewal Plan. If Resolution 10575 is approved by the City Commission, the applicant is required to complete the project according to the terms of the *Development Agreement* provided as the attachment to this report.

Downtown Development Partnership Recommendation: The Downtown Development Partnership (DDP) is the recommending body for the City Commission for project requests within the Downtown TIF district. The applicant presented the project at the February 26, 2025 meeting, and the DDP voted to recommend approval of the application. A letter from DDP is provided as *DDP Letter of Support*.

Fiscal Impact: The City’s Downtown TIF has a current cash balance of \$5,049,675.30 and outstanding project obligations of \$3,234,952.86. Of those outstanding obligations, approximately \$1,071,593.00 are expected to be paid out within one year. The TIF receives approximately \$2,000,000 annually of tax increment revenue.

Staff recommends funding the request from the \$500,000 earmarked annually for the Downtown TIF Building Programs. As a result, there would be no impact to the TIF cash balance beyond the amount earmarked for the Downtown Programs. Staff has determined adequate funding is available in the Downtown TIF Building Program fund to fulfill the request. Staff has provided more information regarding the Downtown TIF balance as an attachment to this report. Refer to *Downtown TIF Cash Flow Analysis* for more detail.

Alternatives: The City Commission could vote to deny the TIF expenditures or approve a lesser amount.

Concurrences: The City’s Finance Department, Historic Preservation Officer, and the City’s outside TIF Legal Counsel have reviewed the request and determined the request to be eligible and appropriate for TIF funding.

Attachments/Exhibits:

- Resolution 10575
- Development Agreement
- Downtown TIF Cash Flow Analysis
- DDP Letter of Support
- Application Packet

RESOLUTION 10575

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING A REQUEST FROM NORTHSIDE PROPERTIES LLC TO EXPEND GREAT FALLS DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS

* * * * *

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended, an urban renewal district may be established so that a municipality may undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, and apply all or a portion of the tax increment derived from such district to the payment of costs of such urban renewal projects; and

WHEREAS, the City Commission, pursuant to Resolution No. 9961, duly adopted on March 6, 2012, created an urban renewal area as the Downtown Urban Renewal District and pursuant to Ordinance No. 3088, duly adopted on May 15, 2012 after a duly called and noticed public hearing thereon adopted the Downtown Urban Renewal Plan containing a tax increment financing provision; and

WHEREAS, in April, 2013, the City Commission approved the revised Tax Increment Application and Forms that outline eligible activities under state statute, the application process to be followed, and criteria to be used when evaluating applications; and

WHEREAS, the purpose of the Downtown Tax Increment Financing District is to stimulate revitalization and redevelopment of the central business district; and

WHEREAS, Northside Properties LLC has proposed the redevelopment of a property in the Downtown Urban Renewal District, with eligible tax increment financing expenses and has applied for such funds; and

WHEREAS, City Staff has assessed the project in relation to the goals and objectives of the Downtown Urban Renewal District Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of \$158,908.46 is warranted for the

purpose of paying for the rehabilitation of Times Square Building located at 525 Central Avenue will further support economic development in the Downtown Urban Renewal District.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that Northside Properties LLC request to expend Great Falls Downtown Urban Renewal Tax Increment (TIF) District Funds is approved in the amount of up to \$158,908.46 for the purpose of modernization of elevators and upgrades to the fire alarm system at the Times Square Building located at 525 Central Avenue within the Downtown Urban Renewal District.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, March 18, 2025.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

03/06/2025

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of _____, 2025 (this “**Agreement**”), among the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and Northside Properties LLC, a limited liability company (the “**Developer**”).

WITNESSETH:

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “**Act**”), an urban renewal district may be established so that a municipality may undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, issue its bonds to pay the costs of such projects, and pledge to the repayment of the bonds all or a portion of the tax increment derived from the urban renewal district; and

WHEREAS, the City Commission of the City (the “**Commission**”), pursuant to the Act and Ordinance No. 3088, duly adopted on May 15, 2012, as amended and restated by Ordinance No. 3222, duly adopted on October 6, 2020 (as such may be further amended and supplemented, the “**Ordinance**”), created an urban renewal area known as the Downtown Urban Renewal District (the “**District**”) and adopted the Amended and Restated Downtown Urban Renewal Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, the Developer owns the historic Times Square Building located at 525 Central Avenue in the District, which serves as a multi-tenant commercial space (the “**Times Square Building**”).

WHEREAS, the Developer proposes to substantially rehabilitate and renovate the Times Square Building, including improvements to the elevator, alarm system, and other repairs and updates (collectively, the “**Project**”);

WHEREAS, the Developer submitted an Application for City of Great Falls Tax Increment Financing (TIF) Funds dated January 27, 2025 (the “**Application**”) for tax increment financing assistance with respect to certain qualified improvements associated with the Project, including the repair of the elevator and fire alarm system as further described on Exhibit B hereto (the “**Infrastructure Improvements**”); and

WHEREAS, the City has determined that it is appropriate to pay for or reimburse the Developer for the costs of the Infrastructure Improvements with Tax Increment (as defined herein), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City has determined that the Infrastructure Improvements are authorized by the Plan, and pursuant to **Resolution No. 10575**, duly adopted on March 18, 2025, the City is authorized to enter into this Agreement which sets forth the obligations and commitments of the City and the Developer with respect to the Project and the Infrastructure Improvements.

NOW THEREFORE, the City and the Developer, each in consideration of the representations, covenants and agreements of the other, as set forth herein, mutually represent, covenant and agree as follows:

Section 1. Definitions; Rules of Interpretation; Exhibits.

1.1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise, the following terms have the meanings assigned to them, respectively:

“**Act**” has the meaning given such term in the recitals.

“**Agreement**” means this Development Agreement, including any amendment hereof or supplement hereto entered into in accordance with the provisions hereof.

“**City**” means the City of Great Falls, Montana, or any successors to its functions under this Agreement.

“**Commission**” has the meaning given such term in the recitals.

“**Developer**” has the meaning given such term in the preamble.

“**District**” has the meaning given such term in the recitals.

“**Environmental Laws and Regulations**” means and includes the Federal Comprehensive Environmental Compensation Response and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. §§ 7401 et seq., all as the same may be from time to time amended, and any other federal, State, county, municipal, local or other statute, code, law, ordinance, regulation, requirement or rule which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, code, law or ordinance.

“**Indemnified Parties**” has the meaning given such term in Section 6 hereof.

“**Infrastructure Improvements**” means those improvements in the District described on Exhibit B hereto.

“**Land**” means the real property and interests in real property described in Exhibit A hereto.

“**Land Use Regulations**” means all federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the development or use of the Land or the Project.

“**Ordinance**” has the meaning given such term in the recitals.

“**Plan**” has the meaning given such term in the recitals.

“**Prevailing Wage Rates**” has the meaning given such term in Section 3.3 hereof.

“**Project**” has the meaning given such term in the recitals.

“**State**” means the State of Montana.

“**Tax Increment**” shall mean tax increment (as defined in the Act) from the District.

“**Unavoidable Delay**” means a delay resulting from a cause over which the party required to perform does not have control and which cannot or could not have been avoided by the exercise of reasonable care, including but not limited to acts of God, accidents, war, civil unrest, embargoes, strikes, epidemics, pandemics, unavailability of raw materials or manufactured goods, litigation and the delays of the other party or its contractors, agents or employees in the performance of their duties under or incident to this Agreement.

1.2. Rules of Interpretation.

(a) The words “herein,” “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(b) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed unless otherwise indicated.

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

1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A—Legal Description of the Land

Exhibit B—Infrastructure Improvements

Exhibit C—Project Costs

Exhibit D—Form of Developer Requisition

Section 2. Developer Representations. The Developer hereby represents to the City as follows:

(a) The Developer is a limited liability company, duly formed, validly existing and in good standing under the laws of the State and is duly qualified to do business in the State. The Developer has the power to enter into this Agreement and by all necessary corporate action has duly authorized the execution and delivery of this Agreement.

(b) The representations and warranties of the Developer in the Application are true and correct as of the date hereof, including with respect to the total investment to be made by the Developer with respect to the Project and the Infrastructure Improvements.

(c) The Developer has good marketable title to the Land, free and clear of all liens, encumbrances and defects except such as do not materially affect the value of the Land or materially interfere with the use made and proposed to be made of the Land by the Developer.

(d) The Developer estimates the total costs of the Project (including Land acquisition) is **\$1,042,816.99** as described in Exhibit C hereto and the Developer has the financial capability and/or financing commitments to complete the Project.

(e) The Developer is not aware of any facts the existence of which would cause the Developer to be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements. The Developer has not received from any local, State or federal official any notice or communication indicating that the activities of the Developer may be or will be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prohibited or limited by, conflicts with or results in a breach of the terms, conditions or provisions of the certificate of formation or partnership agreement of the Developer or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) There is no action, suit, investigation or proceeding now pending or, to the knowledge of the Developer, threatened against or affecting the Developer or its business, operations, properties or condition (financial or otherwise) before or by any governmental department, commission, board, authority or agency, or any court, arbitrator, mediator or grand jury, that could, individually or in the aggregate, materially and adversely affect the ability of the Developer to complete the Project.

Section 3. Developer's Undertakings.

3.1. Construction and Maintenance of Project. The Developer hereby agrees and commits to the City that it will diligently prosecute to completion the rehabilitation of the Project in accordance with this Agreement, the site plan submitted to the City and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project, including applicable Land Use Regulations and Environmental Laws and Regulations. The Developer agrees and commits to the City that rehabilitation of the Project shall be completed by December 31, 2026, subject to Unavoidable Delays. The total costs of the Project are shown on Exhibit C hereto. The Developer has the financial capacity to complete the Project, and the Developer agrees to pay all such costs thereof. If there is an increase in the costs of the Project from that shown on Exhibit C hereto and that cannot be covered by the contingency amount, the Developer shall notify the City of the increase and submit additional evidence in a form acceptable to the City that the Developer has the financial capacity and/or financial commitments to cover such additional costs and complete the Project. At all times during the term of this Agreement, the Developer will operate and maintain, preserve and keep the Project or cause the Project to be operated, maintained, preserved and kept for the purposes

for which it was constructed, and with the appurtenances and every part and parcel thereof, in good repair and condition. The Developer agrees to permit the City and any of its officers, employees or agents access to the Land for the purpose of inspection of all work being performed in connection with the Project; *provided, however*, that the City shall have no obligation to inspect such work.

3.2. Preparation, Review and Approval of Construction Plans. In connection with the Project, the Developer, at its sole expense, shall prepare and submit construction plans, drawings, and related documents for each portion of the Project to the appropriate City officials for architectural, engineering or land use review and written approval or permits. The Developer acknowledges that no review or approval by City officials may be in any way construed by the Developer to replace, override or be in lieu of any required review, inspection, or approval by the City Building Office, or any other building construction official review or approvals required by any State laws or local ordinances or regulations.

3.3. Competitive Bidding; Prevailing Wage Rates; and Preference for Montana Residents. The Developer understands that the City is obligated to follow certain laws with respect to the expenditure of public funds, which includes Tax Increment. The Developer agrees that in the awarding of contracts or subcontracts for the Infrastructure Improvements that (i) it will and it will cause its contractors to competitively bid the contracts and subcontracts for each component of the Infrastructure Improvements; (ii) it will and it will cause its contractors and subcontractors to pay Prevailing Wage Rates on such contracts or subcontracts related to the Infrastructure Improvements; (iii) it will and it will cause its contractors and subcontractors will give preference to the employment of bona fide residents of the State, as required by Montana Code Annotated Section 18-2-403 and as such term is defined by Montana Code Annotated Section 18-2-401(1) and the Administrative Rules of the State, including but not limited to A.R.M. 24.17.147, obliging the Developer and its contractors and subcontractors to hire 50% bona fide Montana residents with respect to the installation of the Infrastructure Improvements; and (iv) when making assignments of work, it will and it will cause its contractors and subcontractors to use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. The Developer will provide to the City all documentation requested to verify the compliance of the Developer and its contractors and subcontractors with the foregoing requirements. Failure of the Developer and its contractors and subcontractors to pay Prevailing Wage Rates with respect to the Infrastructure Improvements shall be considered a breach of this Agreement and the City shall be entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay Prevailing Wage Rates. Additionally, the Developer acknowledges that a violation of these requirements shall result in the City not being able to pay or reimburse the Developer for costs of the Infrastructure Improvements. **“Prevailing Wage Rates”** means (i) Montana Prevailing Wage Rate for public works projects published from time to time by and available from the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904; and (ii) applicable Federal Prevailing Wage Rates for public works projects published from time to time by and available at <https://www.dol.gov/whd/govcontracts/PrevailingWageResources.htm> or any successor website.

3.4. Easements. To the extent that the Infrastructure Improvements are to be located on the Land, the Developer hereby agrees to grant to the City and applicable utility companies from time to time such easements, rights-of-way and similar licenses as are reasonably necessary to permit the City or applicable utility company to own, operate and maintain the Infrastructure Improvements. The City and the Developer shall agree to the reasonable location, scope, duration, type, form and use of such easements, rights-of-way or similar licenses pursuant to separate instruments to be negotiated between the parties hereto in accordance with the intent of this Section 3.4.

3.5. Utilities. The Developer shall not interfere with or permit interference with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility company involved. The Developer at its own expense shall replace any public facilities or utilities damaged during the Project by the Developer or its agents or by others acting on behalf of or under their direction or control of the Developer or its agents.

3.6. Permits; Environmental Laws and Regulations. The Developer will obtain in a timely manner all required permits, licenses and approvals, and will meet all requirements of all federal, State and local laws, rules, regulations and ordinances, which must be obtained or met in connection with the acquisition and rehabilitation of the Project and the Infrastructure Improvements. Without limiting the foregoing, the Developer will request and seek to obtain from the City or other appropriate governmental authority all necessary variances, conditional use permits and zoning changes. The Developer will comply in all material respects with all Environmental Laws and Regulations applicable to the rehabilitation, acquisition and operation of the Project and the Infrastructure Improvements, obtain any and all necessary environmental reviews, licenses or clearances under, and comply in all material respects with, Environmental Laws and Regulations.

3.7. Nondiscrimination; Anti-Competitive Conduct. The Developer agrees that all hiring by the Developer and its contractors and subcontractors and 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.

3.8. Worker's Compensation Insurance. The Developer shall provide in all construction contracts and subcontracts with respect to the Project and the Infrastructure Improvements that each contractor and subcontractor is to be covered by a Worker's Compensation insurance program with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

Section 4. Reimbursement.

4.1. Reimbursement Obligation. Subject to the provisions of this Section 4, the City shall reimburse the Developer for up to **\$158,908.46** of the costs of the Infrastructure Improvements. The obligation of the City to reimburse the Developer for costs of the Infrastructure Improvements shall be subject to (i) the completion of the Project in its entirety

(including all Infrastructure Improvements) and approval of the costs thereof pursuant to Section 4, (ii) the approval by the City of the Infrastructure Improvements and the costs thereof and (iii) the availability, in the sole discretion of the City, of sufficient Tax Increment for purposes of such reimbursement. The City will not have any obligation to issue bonds, notes or other obligations in order to finance the reimbursement of the Infrastructure Improvements.

4.2. Subordination. The Developer understands and agrees that the City currently has, and may in the future have, one or more series of bonds payable from Tax Increment and the reimbursement obligations of the City pursuant to this Agreement is hereby subordinated in right of payment to any and all of such bonds and related insurance obligations and shall be payable only from and to the extent of Tax Increment available after payment of all amounts then due and owing with respect to the bonds, as determined in the sole discretion of the City.

4.3. Conditions to Reimbursement. Reimbursement for costs of the Infrastructure Improvements will be based on paid invoices for costs incurred by the Developer and its contractors and subcontractors. The City may reject, in its sole discretion, any invoice to the extent it is not part of the Infrastructure Improvements. The parties hereto agree that the City will not be required to reimburse costs of Infrastructure Improvements unless at the time of such request:

- (a) all of the Developer's representations as set forth in Section 2 hereof are true and correct;
- (b) the Developer is not in breach of any covenant or undertaking as set forth in Section 3 hereof as of the time of such reimbursement;
- (c) all of conditions to reimbursement set forth in this Section 4 have been satisfied; and
- (d) a certificate signed by Developer in substantially the form attached as Exhibit D hereto shall accompany any invoices or requests for payment or reimbursement by the City (the "**Developer Requisition Form**").

Within 60 days of receipt from the Developer of a Developer Requisition Form, the City shall issue a check payable to the Developer in the amount thereby requested pursuant to the terms and conditions of this Agreement or shall otherwise communicate with the Developer regarding the remaining conditions to reimbursement set forth in this Section 4 to be satisfied prior to such check being issued (including the availability of sufficient Tax Increment funds, as determined by the City in its sole discretion).

Section 5. Covenants.

5.1. Taxes. The Developer shall pay or cause to be paid when due and prior to the imposition of penalty all Taxes and all installments of any special assessments payable with respect to the Land and the Project and any improvements thereto or extension thereof.

5.2. Maintenance of Land and Project. Developer agrees to use commercially reasonable efforts to maintain and operate the Land and the Project so as to be able at all times to pay promptly and when due all property taxes levied with respect to the Land and the Project.

Section 6. Release, Indemnification and Insurance.

6.1. Release and Indemnification. The Developer releases the City and all Commission members, officers, agents, servants and employees thereof (the “**Indemnified Parties**”) from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys’ fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the acquisition and rehabilitation of the Project and the Infrastructure Improvements, any violation by the Developer of any agreement, condition or covenant of this Agreement, the ownership, maintenance and operation of the Project, or the presence on any portion of the Land, of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances or (ii) which is caused by the Developer or its officers, agents, contractors, consultants or employees; except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct or bad faith of the Indemnified Party.

NEITHER THE CITY NOR THE DEVELOPER WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

6.2. Insurance. Developer shall keep and maintain the Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss (which need not include flood or seismic), including, but not limited to, the following:

1. fire
2. extended coverage perils
3. vandalism and malicious mischief
4. boiler explosion (but only if steam boilers are present)
5. collapse

on a replacement cost basis in an amount equivalent to the Full Insurable Value thereof. “Full Insurable Value” shall include the actual replacement cost of the Project, without deduction for architectural, engineering, legal or administrative fees or for depreciation. The policies required by this Section 6.2 shall not be subject to a coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$100,000.

Subject to the terms of any mortgage relating to the Project, policies of insurance required by this Section 6.2 shall insure and be payable to Developer, and shall provide for release of insurance proceeds to Developer for restoration of loss. The City shall be furnished

certificates showing the existence of such insurance. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest.

During rehabilitation of the Project, any and all of the foregoing insurance policies may be maintained by the Developer's contractor; *provided* that once the Project is placed into service, Developer shall maintain all of the foregoing insurance policies.

Section 7. General Provisions.

7.1. Conflicts of Interest; City's Representatives Not Individually Liable. No member, officer, agent, servant or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Project or the Infrastructure Improvements, nor shall any such member, officer or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, officer or employee of the City shall be personally liable to Developer in the event of any default under or breach of this Agreement by the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

7.2. Rights Cumulative. The rights and remedies of the parties hereto, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party hereto of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or breach of the party subject to the limitation of remedies provided herein. No waiver made by such party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, shall be considered a waiver with respect to the particular obligation of the other party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any obligations of the other party. Delay by a party hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

7.3. Term of Agreement. If all conditions precedent for the reimbursement by the City of the costs of all Infrastructure Improvements have not been satisfied by December 31, 2026, this Agreement will terminate and the City will have no obligation to reimburse the Developer for costs of the Infrastructure Improvements. Otherwise, this Agreement will terminate when all obligations hereunder have been satisfied or discharged. Notwithstanding any termination of this Agreement, Sections 5, 6 and 7 shall in all events survive.

7.4. Limitation on City Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the City contained in this Agreement or any other document executed by the City in connection with the Infrastructure Improvements will give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or will obligate the City financially in any way except with respect to the Tax Increment. No failure of the City to comply with any term, condition, covenant or agreement herein will subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Tax Increment; and

no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute Tax Increment). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; *provided* that no costs, expenses or other monetary relief will be recoverable from the City except as may be payable from the Tax Increment.

7.5. Notices. All notices, certificates or other communications required to be given to the City or the Developer hereunder will be sufficiently given and will be deemed given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

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

If to the Developer: Northside Properties LLC
300 River Drive N
Great Falls, MT 59404

The City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

7.6. Assignment. This Agreement is unique between the City and the Developer and no party may assign any rights or privileges or delegate any duties or obligations under this Agreement without first obtaining the written consent of the other parties hereto.

7.7. Binding Effect. The right and obligations set forth in this Agreement shall inure to the benefit of and shall be binding upon the City and the Developer and their respective successors and assigns.

7.8. Prior Agreements. This Agreement supersedes, merges and voids any and all prior discussions, negotiations, agreements and undertakings between the parties hereto with respect to the subject matter of this Agreement. The parties waive and release each other from any claims, actions, or causes of action that relate in any manner to any prior discussions, negotiations, agreements and undertakings between the parties with respect to the subject matter of this Agreement.

7.9. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.10. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Developer.

7.11. Disputes. If any disagreement, dispute, claim, counterclaim, action or cause of action arises with respect to this Agreement, or the interpretation, performance or enforceability hereof, or the parties' relative rights, obligations and remedies hereunder, the parties shall first confer in good faith to resolve any disputes and, if a resolution cannot be mutually agreed to within thirty (30) days of written notice thereof, the parties shall attempt to resolve the dispute through non-binding mediation. If the parties cannot resolve the dispute through non-binding mediation within sixty (60) days of written notice thereof, the District Court of the State of Montana in and for Cascade County, Montana will be the exclusive location and/or forum for any legal actions arising under this Agreement.

7.12. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State, without giving effect to any choice of law statutes, rules, or principles.

7.13. Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or the Infrastructure Improvements or for carrying out the expressed intention of this Agreement.

7.14. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.15. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the ____ day of _____, 2025.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By _____
Gregory T. Doyon, City Manager

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

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

NORTHSIDE PROPERTIES LLC

Name:
Title:

STATE OF _____)
 : ss.
County of _____)

This instrument was acknowledged before me on _____, 20__ by
_____ of Northside Properties LLC.

(Notarial Seal)

Printed Name: _____
Notary Public for the State of _____
Residing at _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

LOTS 8, 9 AND 10, BLOCK 316, ORIGINAL TOWNSITE OF GREAT FALLS, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

EXHIBIT B
INFRASTRUCTURE IMPROVEMENTS

Elevator Repair and Alarm System Repair	\$158,908.46
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EXHIBIT C

PROJECT COSTS AND SOURCES OF FUNDS

Construction and Rehabilitation Costs	
Elevator Modernization	\$248,000
Fire Alarm System	\$69,816.99
Cooling Tower	\$300,000
Heat Pumps	\$54,000
Boiler Units	\$60,000
Window Restoration	\$300,000
Concrete Work	\$11,000
TOTAL PROJECT COST	\$1,042,816.99

EXHIBIT D

FORM OF DEVELOPER REQUISITION

TO: City of Great Falls, Montana (the “City”)

FROM: Northside Properties LLC (the “Developer”)

SUBJECT: Payment/Reimbursements for Infrastructure Improvements

This represents Developer Requisition No. ____ in the total amount of \$_____ for payment of the Infrastructure Improvements.

The undersigned, as Authorized Developer Representative, intends that this certificate will satisfy the requirements of Section 4.3(c) of the Development Agreement, dated as of [____], 20__ between the City and the Developer, and does hereby certify on behalf of the Developer that:

(a) the expenditures for which payment or reimbursement is requested are listed in summary form in the attached schedule;

(b) the amounts requested have been paid by the Developer for property or to contractors, subcontractors, materialmen, engineers, architects or other persons who will perform or have performed necessary or appropriate services or will supply or have supplied necessary or appropriate materials for the acquisition, construction, renovation, equipping and installation of the Infrastructure Improvements, as the case may be, and that, to the best of my knowledge, the fair value of such property, services, or materials is not exceeded by the amounts requested to be paid;

(c) the cost of work to be paid or reimbursed has been competitively bid and the contractor or subcontractor has paid the Montana prevailing wage for such work;

(d) no part of the several amounts requested to be paid or reimbursed, as stated in such certificate, has been or is the basis for the payment or reimbursement of any money in any previous or pending request; and

(e) the payment or reimbursement of the amounts requested will not result in a breach of any of the covenants of the Developer contained in the Agreement.

Dated: _____, 20__

NORTHSIDE PROPERTIES LLC

By: _____
Authorized Developer Representative

Schedule to Developer Certificate No. _____

Payee

Purpose

Amount

Downtown TIF Cash Flow Projection Estimate

Date produced: 3/6/2025

		FY 25 7/1/24 - 6/30/25
Beginning Cash	<i>Starting TIF Funds</i>	\$ 5,049,675.30
Increment Revenue	<i>Projected Annual Increment</i>	\$ 2,000,000.00
Debt Service, ISCs, build programs	<i>Fixed Annual Obligations</i>	\$ (1,071,593.00)
YTD actuals	<i>Projects Paid Out Year to Date</i>	\$ (185,273.59)
Awards not Paid yet	<i>Outstanding Project Obligations</i>	\$ (3,234,952.86)
Projected ending cash	<i>Available TIF Funds</i>	\$ 2,557,855.85
525 Central Ave - Times Square Request		\$ (158,908.46)
Projected ending cash if approved		\$ 2,398,947.39

*See Estimated Fixed Annual Obligations chart below

*See Outstanding Project Obligations chart below

Estimated Fixed Annual Obligations			
		FY 25 7/1/24 - 6/30/25	FY 26 7/1/25 - 6/30/26
Debt Service (Civic Center Façade bond)		\$412,725.00	\$412,725.00
Internal Service Charges (ISCs)		\$158,868.00	\$158,868.00
Building Program		\$500,000.00	\$500,000.00
Total Fixed Annual Obligations		\$ 1,071,593.00	\$ 1,071,593.00

Outstanding Project Obligations			
		FY 25 7/1/24 - 6/30/25	FY 26 7/1/25 - 6/30/26
Parking Garage Improvements	<i>Res. 10288</i>	\$ 183,785.00	
Storm Drain Project	<i>Ord. 3247</i>	\$ 500,000.00	\$ 500,000.00
BID trees - 25k for 5 years	<i>Res. 10390</i>	\$ -	\$ 25,000.00
BID mural lighting	<i>Oct. 18, 2022</i>	\$ 144,550.00	
111 Central Ave (Kellergeist Theatre)	<i>Res. 10523</i>	\$ 263,500.00	
7th Street South Streetscape	<i>Res. 10526</i>	\$ 243,000.00	
ADA ramp project - 13% match for Federal funds	<i>Res. 10527</i>	\$ 31,052.00	
DDP Operating Costs (FY 2024)	<i>Res. 10541</i>	\$ 97,294.00	
DDP Operating Costs (FY 2025)	<i>Res. 10542</i>	\$ 117,450.00	
6 6th St S (Roberts Building)	<i>Res. 10547</i>	\$ 430,000.00	
Mansfield Theatre Improvements	<i>Res. 10561</i>	\$ 400,000.00	
513 Central Ave (Jason Balius)	<i>Building Program Award</i>	\$ 55,000.00	
400 2nd Ave S (Baatz)	<i>Building Program Award</i>	\$ 130,000.00	
426 Central Ave (Enbar/Big Dipper)	<i>Building Program Award</i>	\$ 48,336.51	
500 1st Ave S (BPOE Great Falls Lodge #214)	<i>Building Program Award</i>	\$ 32,750.00	
18 4th St N (Sun Spot)	<i>Building Program Award</i>	\$ 5,914.75	
511 Central Ave (Gary Hackett)	<i>Building Program Award</i>	\$ 20,720.60	
18 5th St S (Lisa Semanski)	<i>Building Program Award</i>	\$ 6,600.00	
		\$ 2,709,952.86	\$ 525,000.00

Total Outstanding Project Obligations \$ 3,234,952.86



*Downtown Development Partnership of Great Falls, Inc.
318 Central Avenue, Great Falls, MT 59401
406-727-5430*

March 3, 2025

Dear Mayor and City Commission,

The Downtown Development Partnership believes that utilizing downtown TIF funds for the Times Square project at 525 Central Avenue is an appropriate use of funding. This property was recently purchased by individuals that have a great vision for the future, as we know many of the properties downtown need some infrastructure upgrades to meet code requirements and that is exactly what these funds are intended for. The building has a rich history, and will continue to be a great asset to the 600 block of Central Avenue, and downtown as a whole.

Sincerely,

Kellie Pierce

Kellie Pierce
DDP Board Chairperson

CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS

Project Name: Times Square Renovations

Date Submitted: 1/27/25

Name of TIF District: Downtown Urban Renewal District

APPLICANT INFORMATION

Name: Jason Stringer

Address: 139 Lake Flat Lane, Great Falls, MT 59403

Telephone: 406-899-1393

DEVELOPMENT INFORMATION

1. Building Address: 525 Central Ave Great Falls, MT 5940

2. Legal Description: Great Falls Original Townsite
Townsite, S12, T 20N, R 03E, Block 3161
LT 8-10

3. Ownership: Northside Properties LLC

Address: 525 Central Ave MA, GF, MT 5940

4. If property is not owned by the Applicant, list leasehold interest: (Attach evidentiary materials).
Name: N/A

Address: N/A

5. Existing/Proposed Businesses: Time Square Building

Business Description: _____

6. Employment: Existing FTE Jobs: 6

New Permanent FTE Jobs created by project: 20 Construction FTE jobs: 10

7. Architectural/Engineering Firm: Montana Elevator & Escalator Co.

Address: PO Box 341 GF, MT 59403

Representative: 406-836-1837

Mountain Alarm, A Pye Barker
Fire & Safety Co.
1601 2nd Ave N Suite 118
Great Falls, MT 59401
406-771-1974

CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS

- 8. Please provide a description of the Total Project Development (attach a narrative explanation).
- 9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).

10. What is the development schedule or estimated completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvements (please include project phasing if appropriate).

I plan on having the elevators modernized, heat pumps replaced, boilers replaced, windows replaced, fire alert system updated, and cooling tower replaced.

11. Do you plan on asking for any other tax abatements, grants, tax credits or other forms of relief? If so, what type?

Yes, I am applying for CPlace to replace cooler/heat system.

12. Please describe your funding needs and the anticipated timing schedule for your identified Eligible TIF Activities (example: I will be fronting the costs of all identified TIF improvements and would like to be reimbursed incrementally as TIF funds become available; I am interested in utilizing bond financing to complete the identified project improvements and would like to be reimbursed with TIF funds as they become available, I need TIF funds immediately to complete the identified TIF improvements, etc.)

I will pay for the elevator modernization and fire alert system update upon completion. I will need reimbursed to begin the other projects.

13. Please indicate the amount of Public Infrastructure Need and the amount of Public Infrastructure being requested to be financed by the TIF District.

I'm asking for 50% of the total bids for elevator modernization and fire alert system.

Montana Elevator & Escalator	\$ 124,000.00
Mountain Alarm	\$ 34,908.46
Total TIF Request:	\$ 158,908.46

TOTAL PROJECT DEVELOPMENT COSTS

The total project development cost is the cost to develop the entire project/site, and should include the cost of the TIF improvements.

Land and Site Preparation Improvements (Itemized)

- 1. Value of Land \$ N/A
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

Subtotal

\$ 0

Construction/Rehabilitation Costs (Use general construction trade divisions)
(Total value of improvements)

- 1. Elevator Modernization \$ 248,000
- 2. Fire Alert System \$ 69,816.99
- 3. Cooling tower \$ 300,000
- 4. Heat Pumps \$ 54,000
- 5. Worker units \$ 60,000
- 6. Windows \$ 300,000
- 7. Concrete \$ 11,000

Subtotal

\$ 1,042,816.99

Equipment Costs

(Total value of equipment)

- 1. N/A \$ N/A
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

Subtotal

\$ _____

Total Project Development Costs

\$ 1,042,816.99

ELIGIBLE TIF ACTIVITIES

Land Acquisition

	Total	Amount Requested from TIF	Timing for Funds
1.	<u>N/A</u>	_____	_____

Demolition & Removal of Structures

1.	<u>N/A</u>	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
Subtotal	_____	_____	_____

Relocation of Occupants

1.	<u>N/A</u>	_____	_____
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Public Improvements

(acquisitions, construction and improvement of infrastructure which includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, storm sewers, etc.)

1.	<u>Elevators</u>	<u>2</u>	<u>2025</u>
2.	<u>Fire Alert</u>	<u>1</u>	<u>2025</u>
3.	_____	_____	_____
Subtotal	_____	_____	_____

Fees (associated with eligible activities)

(A&E design/supervision, permits & other fees)

1.	<u>Included in Construction Bid</u>		
2.	_____	_____	_____
3.	_____	_____	_____

CERTIFICATION

I (we), Jason Springe (please print),
certify that the statements and estimates within this Application as well as any and all documentation
submitted as attachments to this Application or under separate cover are true and correct to the best of
my (our) knowledge and belief.

Signature Jason Springe

Title Owner

Address PO Box 484, Black Eagle, MT 59415

Date 1/27/25

Signature _____

Title _____

Address _____

Date _____

Time Square Narrative

Like the agoras of ancient Greece, our historic gem The Time Square Building provides a place for the community to shop, trade, debate, discuss, celebrate, entertain, and come together to share thoughts and ideas. However, Time Square will not be able to continue providing these benefits to the community if it continues in a state of atrophy. The total cost of repairs will be in excess of \$1,000,000.00. These repairs include an elevator modernization, fire alert system, cooling tower, boiler units, windows, and other general repairs. I am requesting \$158,908.46 in TIF Grants. The building currently provides fulltime employment for 20 people and will continue to grow. The projects will provide 10-20 full time jobs.

In October 2024, I bought the building knowing that it had been neglected for years. Since the merging of two buildings in 1982 to form the building we revere today, there has been little upkeep. The cooling tower, boilers, heat pumps, elevators, skylight windows, and much more have reached their operative life expectancy. All have been nursed through the last decade but are no longer serviceable. My goal is to return the building back to good condition and preserve our agora for future generations to come.

Immediately after purchasing the building, projects to repair the building started. To date furnaces have been serviced or replaced, painting, plumbing, electrical work, and thorough cleaning have been done. Furthermore, many new shops have opened for business disrupting the sound of silence. Some of these shops include photography, karate dojo, shipping co., LGQBT office, AA meeting area, leather shop, tattoo shop, and an art gallery. Although progress has been made, there is major work ahead.

Although there is major work ahead, I am dedicated and determined to bring the building back better than ever. Not with the intent to enrich myself, but the intent to enrich our community and preserve its history. Ceaser Chavez quoted "We cannot seek achievement for ourselves and forget about progress and prosperity for our community... Our ambitions must be broad enough to include the aspirations and needs of others, for their sakes and for our own." I feel Mr. Chavez hit the nail on the head, and I will do everything I can to reflect the quote.

The Time's Square benefits the entire downtown district and restoring the building will align with The Downtown Urban Renewal Plan Destination.

Since October, the agora known as Time Square has hosted a Halloween Hunted House, participated in The Christmas Stroll, and brought in the New Year with a ball

drop. All events were at no charge and had great attendance. Watching the community enjoying themselves and bringing families together was full payment. Additionally, I was bonused significantly. The bonus was the mother, fathers, and children telling me how much fun they had together. It seems they left the matrix to come back to something real.

In closing, I am asking for assistance with the modernization of the elevators and fire alert system. I am capable of paying for these repairs but wouldn't have funding left for the other repairs needed. So, I ask for careful consideration of my request and appreciate any help towards preserving an important part of our community.

Looking forward to working together,

Jason A. Stringer

Time Square Building



Commission Meeting Date: March 18, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: Central Ave/3rd St Drainage Improvements Phase 2, O.F. 1779.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$3,352,727 to Capcon, LLC for the Central Ave/3rd St Drainage Improvements Phase 2 project, and authorize the City Manager to execute the necessary documents and to make the payments.”

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

Staff Recommendation: Approve construction contract award.

Summary:

This phase of the Central Ave/3rd St. Drainage Improvements is the 2nd phase of a multi-phase project that will increase storm drain capacity and reduce downtown flooding. Phase 2 will also replace 2 blocks of aging water mains, 2 blocks of deteriorated streets, and handicap ramps at 3 intersections.

Background:

There has been an increasing number of short duration high intensity rainfall events that have resulted in flooding within the City in recent years. One area that has been problematic is the Downtown Business District, which includes Central Avenue, 2nd Street South, 4th Street South, and 5th Street South. The increase in flooding frequency triggered multiple complaints from downtown businesses. Business and building owners expressed concerns with damage caused by water flooding the basements and lower levels of their facilities.

Great West Engineering completed a basin study in December 2020 for the project area. The study included assessments of the existing storm drainage piping. The study helped to identify system deficiencies and make recommendations for improvements to the storm drainage network that will help reduce the duration and amount of future flooding.

Phase 1 was constructed in 2023 with the project finalized in spring 2024. The project involved adding storm drain inlets and increasing underground pipe capacity. The area included 3rd Street South from 4th Avenue South to 2nd Avenue South; 3rd Avenue South from 3rd Street South to 4th Street South; and 2nd Avenue South from 3rd Street South to 5th Street South.

The second phase of this project will continue adding storm drain inlets and increasing underground pipe capacity. The area includes 3rd Street South from 2nd Alley South to Central Avenue and 1st Avenue South from 3rd Street South to 5th Street South. In addition to the storm drainage improvements, Phase 2 will include water main, street, and handicap ramps to be reconstructed along 1st Ave South from 3rd Street South to 5th Street South.

Construction for Phase 2 is scheduled to start in May 2025 and be completed by November 2025.

Citizen Participation:

City Staff presented this project to the downtown businesses located adjacent to proposed construction, including Hoglund's Work and Western Wear, Ferrin's Furniture, US Bank, Data Northwest, Great Falls Transit District, City Parking Garage, and the 1st Ave South Private Parking Garage. Plans and proposed construction phasing have been designed with business owner concerns in mind.

The project was also presented to the 4th of July Parade coordinator, Lola Galloway. The Contractor is required to minimize the construction work along the 1st Ave South parade route until after the 4th of July Parade. All construction equipment and materials will be removed from the parade route prior to the parade. The entire area will be cleaned and swept in order to provide a safe parade route.

City Staff will meet with the Downtown Business Improvement District at their scheduled April meeting to discuss project scope and schedule. Public construction status meetings will be held every other week during the course of construction to continue public engagement. Letters will also be sent out to affected businesses once the construction schedule is finalized.

The project will be disruptive to local businesses and downtown traffic despite measures put in place to minimize disruptions. The closing of the westbound 1st Ave South one-way will be necessary for various portions of the project. Closures will be limited to the maximum extent possible but will be necessary due to the nature of the work and due to the safety concerns of moving traffic through a large construction zone.

Workload Impacts:

Great West Engineering completed the engineering design and will provide construction phase services. City Engineering staff will provide construction project inspection and engineering support services.

Purpose:

The purpose of this phase of the project is to implement Phase 2 of the improvements recommended in the zone identified as "Area 1" in the December 2020, 9th Ave S and Central Ave/4th St Drainage Basin Study prepared by Great West Engineering. The Phase 2 design includes a new storm drain main located along 1st Ave South from 3rd St. South to 5th Street South. These 2 blocks currently have an undersized and aging water main installed in the 1890's and a street in need of repair. The replacement of the water main and street were included in Phase 2 to minimize the amount of times that repairs need to be done to infrastructure in this area of downtown.

Project Work Scope:

The project consists of installing 1,900 lineal feet of storm drain; 1,150 lineal feet of water main; 12 curb inlets; 7 concrete manholes; 12 ADA curb ramps, and 2 blocks of street reconstruction.

Evaluation and Selection Process:

The specifications were advertised three times in the Great Falls Tribune. Three bids were received on March 5, 2025 ranging from \$3,352,727 to \$3,745,627. Capcon, LLC submitted the low bid.

Conclusion:

The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvement Plan. The project will result in less flooding and help address concerns that citizens have raised regarding the drainage in this area. The project will also replace aging water mains and streets adjacent to the storm drain improvements. City staff recommends awarding the contract to Capcon LLC in the amount of \$3,352,727.

Fiscal Impact:

The storm drain work and street improvements associated with storm drain work will be funded with American Rescue Plan Act (ARPA) funds distributed through the Montana State House Bill 632 Competitive and Minimum Allocation Grant Programs and TIF funds. ARPA funds available for this project total \$1,854,532.73. It is anticipated that \$350,000 in Downtown TIF funds will be utilized. Street improvements not directly associated with the storm drain work will utilize approximately \$138,727 from the Street Fund. The water main improvements will utilize approximately \$1,009,467.27 from the Water Utility Enterprise Fund.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This action would result in delaying the project, which could lead to additional citizen complaints while also risking the availability of ARPA funds. ARPA funds must be spent by December 31, 2025.

Attachments/Exhibits:

Bid tabulation

Project Summary Sheet

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

BID TABULATION SUMMARY
 Central Ave/3rd St. Drainage Improvements Phase 2
 O.F. 1779.1

Project Number PW392302
 Bids Taken at Civic Center
 Date: March 5, 2025
 Tabulated By: MP

	Name & Address of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	10% Bid Security	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	GERANIOS ENTERPRISES, INC 320A CENTRAL AVE GREAT FALLS, MT 59401	YES	N/A	YES	YES	YES	\$3,745,627.00
2	UNITED MATERIALS, INC P.O. BOX 1690 GREAT FALLS, MT 59403	YES	N/A	YES	YES	YES	\$3,735,007.50
3	CAPCON, LLC 1008 21ST AVE SOUTH GREAT FALLS, MT 59405	YES	N/A	YES	YES	YES	\$3,352,727.00
4							
5							
6							
7							
8							
9							
10							

**PROJECT SUMMARY SHEET:
CENTRAL AVE / 3RD ST DRAINAGE IMPROVEMENTS Phase 2, O.F. 1779.1
FY 2023/2024 Capital Improvement Plan
Current as of: March 6, 2025**

Description: There has been an increasing number of short duration high intensity rainfall events that have resulted in flooding within the City in recent years. One area that has been problematic from a flooding perspective is the Downtown Business District.

Justification: The increase in flooding frequency triggered multiple complaints from downtown businesses. Business and building owners expressed concerns with damage caused by water flooding the basements and lower levels of their facilities.

Scope: Project will include installing storm drain pipe, installing new manholes, installing new inlets, and surface restoration. The improvements involve selective conveyance pipe upsizing. Additional inlets and/or new inlets with larger grates would also be installed in areas that have been identified as having inadequate capacity. Inlets where they are lacking at several of the alley intersections. Amendment No. 1 was approved to contract with Great West Engineering to design 2 blocks of water main and street along 1st Ave South from 3rd Street to 5th Street. This amendment is due to the poor condition of the water main and street that are adjacent to the location of the new storm main along 1st Ave South. Amendment No. 2 is proposed to hire Great West Engineering to provide Public Outreach and Construction Administration.

Added to CIP: 2nd half FY2022

CIP Timeline: Construction 1st half and 2nd half 2025. On schedule.

Cost:

- CIP programmed cost(design and construction)/FY/Utility: \$2,220,000 (ARPA and TIF funds)/FY2026/Storm; \$500,000/FY25&26/Water; \$505,000/FY26/Street
- Awarded Cost: \$113,239.00 (PSA) , \$24,735.00 (Amend No. 1), \$113,551.00 (Amend No. 2) – Eng
- Awarded Cost: \$3,352,727.00 – Construction
- Final Cost: TBD

Funding Source(s):

Storm and Street Improvements (Storm Drain related) – ARPA Competitive, ARPA MAG

Storm Improvements – TIF Funds (after ARPA is used)

Street Improvements (Non Storm Drain related) – Street Fund

Water Improvements – Water Utility Enterprise Fund

Note: Funding Match Requirements: 50% ARPA Competitive requirements

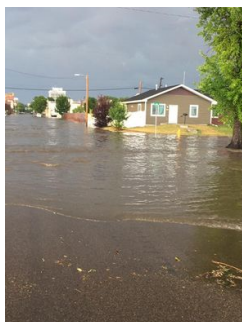
Planned Execution Method: Design-Bid-Build

Planned Construction CY: May 2025 – November 2025

Current Project Stage (Estimated Completion Date): Design 2024, Construction Summer 2025

- Design Method: Consultant – Great West Engineering
- Contractor: TBD

Map & Site Pictures:



PROJECT SUMMARY SHEET:
CENTRAL AVE / 3RD ST DRAINAGE IMPROVEMENTS Phase 2, O.F. 1779.1
FY 2023/2024 Capital Improvement Plan
Current as of: March 6, 2025



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**CENTRAL AVE / 3RD STREET
DRAINAGE IMPROVEMENTS PHASE 2**

**VICINITY
MAP**

OF 1779.1
1-18-2023